



Wednesday, 1 January 2025

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**CABINET**

A meeting of the Cabinet will be held in the Council Chamber - Council Offices, Trinity Road, Cirencester, GL7 1PX on **Thursday, 9 January 2025 at 6.00 pm.**

A handwritten signature in black ink, appearing to read 'Rob Weaver'.

Rob Weaver  
Chief Executive

To: Members of the Cabinet  
(Councillors Joe Harris, Mike Evemy, Claire Bloomer, Paul Hodgkinson, Juliet Layton, Mike McKeown and Tristan Wilkinson)

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**

To receive any apologies for absence. The quorum for Cabinet is 3 members.

2. **Declarations of Interest**

To receive any declarations of interest from Cabinet Members relating to items to be considered at the meeting.

3. **Minutes** (Pages 7 - 14)

To approve the minutes of the previous meeting of Cabinet on 5 December 2024.

4. **Leader's Announcements**

To receive any announcements from the Leader of the Council.

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 one minute each and relate to issues under the Cabinet's remit. At any one meeting no person may submit more than two questions and no more than two such questions may be asked on behalf of one organisation.

The Leader will ask whether any members of the public present at the meeting wish to ask a question and will decide on the order of questioners.

The response may take the form of:

- a) a direct oral answer;
- b) where the desired information is in a publication of the Council or other published work, a reference to that publication; or
- c) where the reply cannot conveniently be given orally, a written answer circulated later to the questioner.

6. **Member Questions**

A Member of the Council may ask the Leader or a Cabinet Member a question on any matter in relation to which the Council has powers or duties or which affects the Cotswold District. A maximum period of fifteen minutes shall be allowed at any such meeting for Member questions.

A Member may only ask a question if:

- a) the question has been delivered in writing or by electronic mail to the Chief Executive no later than 5.00 p.m. on the working day before the day of the meeting; or

- b) the question relates to an urgent matter, they have the consent of the Leader to whom the question is to be put and the content of the question is given to the Chief Executive by 9.30 a.m. on the day of the meeting.

An answer may take the form of:

- a) a direct oral answer;
- b) where the desired information is in a publication of the Council or other published work, a reference to that publication; or
- c) where the reply cannot conveniently be given orally, a written answer circulated later to the questioner.

7. **Issue(s) Arising from Overview and Scrutiny and/or Audit and Governance**

To receive any recommendations from the Overview and Scrutiny Committee or to consider any matters raised by the Audit and Governance Committee.

8. **Business Rates Relief 2025/2026, retail, hospitality and leisure scheme** (Pages 15 - 22)

Purpose

To consider a scheme of rate relief for retail premises as outlined by Government in the Autumn Statement 2024

Recommendations

That Cabinet resolves to:

1. Approve the Retail, Hospitality and Leisure scheme as set out in Annex A for 2025/2026.
2. Delegate authority to the Interim Executive Director for Resident Services to award such reliefs.

9. **Counter Fraud and Enforcement Unit Collaboration Agreement** (Pages 23 - 56)

Purpose

To seek approval to the Counter Fraud and Enforcement Unit Partnership Collaboration Agreement between Cheltenham and Tewkesbury Borough and Cotswold, Forest of Dean, Stroud and West Oxfordshire District Councils.

Recommendation

That Cabinet resolves to:

1. Recommend to Council to approve entering into the Counter Fraud and Enforcement Unit Partnership Collaboration Agreement (The revised agreement is for 10 years with an option to extend for up 3 years at a time. There is no limit on the number of times the agreement can be extended).
2. Note that there is an option for Cotswold District Council to cease acting as host on 31 March in any year of the term by giving the other Councils 18

months' notice.

3. Note that any Council can leave the agreement on the service of 12 months' notice to expire on the 31 March.

10. **Corinium Museum Collections Development and Human Remains policies**  
(Pages 57 - 82)

Purpose

To review and approve the Collections and Human Remains Policies of the Corinium Museum, and to agree a delegation to the Cabinet Member for Health, Culture and Visitor Experience.

Recommendation

That Cabinet resolves to:

1. Approve the Collections and Human Remains Policies of the Corinium Museum;
2. Delegate authority to the Cabinet member for Health, Culture, and Visitor Experience to determine accession and deaccession requests and agree the Museum's Forward Plan.

11. **Disabled Facilities Grants Policy Update** (Pages 83 - 132)

Purpose

To seek Cabinet approval for the implementation of the updated Disabled Facilities Grant Policy.

Recommendations

That Cabinet resolves to:

1. Approve the updated Disabled Facilities Grant Policy, subject to availability of Disabled Facilities Grant funding from the Better Care fund annual allocation.
2. Continue to delegate authority to approve Discretionary Disabled Facility Grant funding (DDFG) as per the Council's Constitution.  
Up to £2,500 - Service Manager/Lead  
Up to £10,000 - Head of Service/Business Manager  
Up to £50,000 – Assistant Director/Director  
Over £50,000 – Section 151 Officer and CEO
3. Approve the key updates to the policy that:
  - a) Mandatory Grants - where the applicant is an owner occupier, and the grant value is over £5,000 a local land charge up to £10,000 may apply for 10 years
  - b) Discretionary Grants – a local land charge may apply dependent upon the nature and value of the DDFG as outlined in Appendix B – Types of Assistance.

12. **Financial Performance Report - Q2 2024/25 (Update)** (Pages 133 - 144)

Purpose

This report sets of the budget monitoring position for "Planning Services" for the 2024/25 financial year.

Recommendation

That Cabinet resolves to:

1. Review and note the financial position set out in the report.

13. **Schedule of Decisions taken by the Leader of the Council and/or Individual Cabinet Members**

No individual Cabinet Member decisions have been taken since the previous meeting of Cabinet, held on 5 December 2024.

14. **Contract Award for the Parking ICT system** (Pages 145 - 154)

Purpose

To agree the contract award for the Parking ICT system.

Recommendation

That Cabinet resolves to:

- I. Approve the recommendation by officers to award the contract for the Parking ICT system to the preferred contractor as outlined in the Exempt Annex B. The contract length is 4 years plus 1.

15. **Matters exempt from publication**

If Cabinet wishes to exclude the press and the public from the meeting during consideration of any of the items on the exempt from publication part of the agenda, it will be necessary for Cabinet to pass a resolution in accordance with the provisions of Paragraph 4(2)(b) of the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2012 on the grounds that their presence could involve the likely disclosure of exempt information as described in specific paragraphs of Schedule 12A of the Local Government Act 1972.

Cabinet may maintain the exemption if and so long as, in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

16. **Exempt Annex B for Agenda Item 14** (Pages 155 - 156)

(END)

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Cabinet  
05/December2024

## **Minutes of a meeting of Cabinet held on Thursday, 5 December 2024**

### Members present:

Joe Harris - Leader

Mike Evely – Deputy  
Leader

Paul Hodgkinson

Mike McKeown

Tristan Wilkinson

### Officers present:

Robert Weaver, Chief Executive

David Stanley, Deputy Chief Executive and  
Chief Finance Officer

Angela Claridge, Director of Governance  
and Development (Monitoring Officer)

Claire Locke, Interim Executive Director

Andrew Brown, Democratic Services  
Business Manager

Caleb Harris, Senior Democratic Services  
Officer

Mandy Fathers, Business Manager for  
Environmental, Welfare and Revenue  
Service

Stuart Rawlinson, Business Manager  
Resources, Data and Growth

### Observers:

Councillor David Fowles and Nikki Ind

## **27 Apologies**

Apologies were received from Councillors Claire Bloomer and Juliet Layton.

## **28 Declarations of Interest**

There were no declarations of interest from Members.

## **29 Minutes**

The minutes of the Cabinet meeting on 7 November 2024 were considered.

There were no comments or amendments proposed to the minutes.

<b>Minutes of the previous meeting on 7 November 2024 (Resolution)</b>		
RESOLVED that the minutes of the meeting of the Cabinet held on 7 November 2024 be approved as a correct record.		
For	Mike Evely, Joe Harris, Paul Hodgkinson and Mike McKeown	4
Against	None	0
Conflict Of Interests	None	0
Abstain	Tristan Wilkinson	1
<b>Carried</b>		

### **30 Leader's Announcements**

The Leader made the following announcement:

- Councillor Tristan Wilkinson was welcomed as the new Cabinet Member for the Economy and Environment. It was highlighted how the reshuffle of the Cabinet would help the Council deliver the Council's five priorities.

### **31 Public Questions**

There were no public questions.

### **32 Member Questions**

There were no member questions.

### **33 Issue(s) Arising from Overview and Scrutiny and/or Audit and Governance**

There no recommendations from the Overview and Scrutiny Committee and no issues arising from the Audit and Governance Committee.

### **34 Low Income Families Tracker (LIFT)**

The Leader of the Council, Councillor Joe Harris, on behalf of Councillor Claire Bloomer introduced the report.

- The Low Income Family Tracker (LIFT) was an important tool in the Council's mission to support those in communities who were struggling the most as an integral part of the Council's corporate priorities.



## Cabinet

05/December2024

- The project would use data from various sources such as Council Tax Support, Universal Credit Claims, and housing benefit.
- By segmenting data into types of households and locations, the Council would be able to better target support.
- The LIFT system would help local residents affected by national benefit changes.
- Residents were also supported over time in the LIFT system to ensure support is adapted as necessary.

Councillor Paul Hodgkinson seconded the report and made the following points:

- LIFT would be a transformative tool for supporting residents in the Cost of Living Crisis.
- As one of the first councils to take up LIFT, the proactive approach to tackling these cost of living issues would provide savings on spending such as emergency accommodation measures.
- Individual Council wards could be targeted more effectively through LIFT and this would allow for better outcomes.

It was highlighted that the Warm and Well Programme would work alongside LIFT to help reduce carbon emissions and reduce energy costs for residents.

There were thanks were given to the many officers who have worked on delivery of the project.

It was highlighted that the first year licences would be provided through funding from the National Health Service.

<b>Low Income Families Tracker (LIFT) (Resolution)</b>		
RESOLVED: That Cabinet 1. NOTED the report; and 2. NOTED the external funding for the project and APPROVED to underwrite the cost of the LIFT Licences and any associated costs estimated at £33,000.		
For	Mike Evely, Joe Harris, Paul Hodgkinson, Mike McKeown and Tristan Wilkinson	5
Against	None	0
Conflict Of Interests	None	0
Abstain	None	0
<b>Carried</b>		

The purpose of the report was to provide an update on progress on the Council's priorities and service performance

The Leader invited the Chief Executive Officer to introduce the report who made the following points on the delivery against the corporate priorities:

- The Council had entered into a contract with Connected Kerb to provide Electric Vehicle Charging Points (EVCPs) in four of the Council's car parks in Tetbury, Cirencester, Stow-on-the-Wold, and Moreton-in-Marsh
- The Cotswold Home Solar Scheme was being promoted and had so far resulted in 17 homes installing panels, and 20 homes with orders placed.
- Crowdfund Cotswold had seen 5/6 projects exceeding targets, with the renewal of Spacehive contract having been completed.
- The Unsung Heroes awards continued to recognise people in the District.

The following areas were recognised as being above target:

- Customer Satisfaction via telephone and face-to-face
- Determination of planning applications across the different types
- Percentage of FOIs answered within 20 days
- Percentage of land charges returned within 10 days
- The number of Gym memberships and visits to the gym

The following areas were noted as being below target:

- Non-Domestic Rates Performance was down against the target, but the work to improve this was being monitored.
- The missed bins per 100,000 had seen disruption from the reorganisation and the staff sickness issues had been resolved. This measure was returning back to target and work with Ubico was being done on this.

It was highlighted that it was positive that the extensive renovation work on the leisure facilities had not impacted gym memberships.

Cabinet noted that the issues around non-domestic rates were being kept under review by the Cabinet Member for Finance. The pressures on businesses following the National Insurance rise would continue to put pressure on the service.

It was noted that the quarter two report for missed bins was covering the performance in arrears, and the quarter three report should see an improvement in performance across the key performance indicators.

There was a question around the extent of data around missed bins and how this was gathered to provide reassurance around cases of repeated misses. It was confirmed by the Business Manager for Resources, Data and Growth that this data was available and would be shown in the next reporting cycle.

RESOLVED: Cabinet NOTED the reports contents.

### **36 Financial Performance Report 2024-25 Quarter Two**

The Deputy Leader and Cabinet Member for Finance and Transformation, Councillor Evemy, introduced the report.

- There was a £250,000 surplus projection but this was lower than the £500,000 surplus projected in the budget.
- The report didn't include any forecast for Planning Services spending as this was still being determined by officers.
- The pay award had been settled which was £400,000 lower than projected which would benefit the Council's finances and be set aside as part of the financial resilience reserve.
- Phase 1 of Publica Review was projected as a £446,000 a year enduring impact. The majority of this cost related to providing the Local Government Pension Scheme to employees who had transferred to the Council from Publica.
- The waste and recycling rezoning was projected to provide a saving of £375,000.
- Higher than expected interest rates had provided a £367,000 increase to the Council's treasury management income.
- Some adverse variations to income included building control, public conveniences and land charges.
- There was a focus on managing finances which included focusing on the use of consultants, savings and transformation items and fees and charges.
- The report included a revised capital programme which added in £208,000 for leisure centre decarbonisation works from the swimming pool support fund. However there had been an underspend on many of the capital programme projects.
- The policy statement on Local Government Financing had provided 3.2% increase in core spending power for councils.
- The increase to employer national insurance contributions would be compensated by the UK Government for direct employee costs but not for Publica and Ubico staff. This would need to be factored into the budget in February 2025.
- The Local Government Finance Settlement was due on 19 December 2024 alongside the UK Government White Paper on devolution.

Councillor Joe Harris as the seconder noted the following points:

- There were still many pressures on local government finance and one year settlements had caused many financial problems.
- Rural areas needed to be supported as well as urban areas especially for issues like deprivation.

There were no other comments on the report.

**Financial Performance Report 2024/25 Q2 (Resolution)**

RESOLVED: That Cabinet

1. NOTED the financial position set out in this report.
2. APPROVED the recommendation in paragraph 9.3: Continue to review in-year opportunities with Publica and Ubico to mitigate the forecast financial position.
3. APPROVED the recommendation in paragraph 9.5: Implement an Authority to Fill process with authorisation for any recruitment activity.
4. APPROVED the recommendation in paragraph 9.6: Deputy Chief Executive and Section 151 Officer to provide guidance to all service leads on criteria under which external agency support can be commissioned (subject to business case assessment).
5. APPROVED the recommendation in paragraph 9.7: accelerate development of refreshed Savings & Transformation plan to ensure adequate cost reductions are identified, scoped, and planned over the MTFS period.
6. APPROVED the recommendation in paragraph 9.8: review of fees and charges as part of the 2025/26 budget setting process from a cost recovery position.
7. APPROVED the recommendation in paragraph 9.9: Publica Review Phase 2 – the design-led principle Consideration of cost must ensure that the additional cost of bring services back to the Council are quantified with mitigating actions taken to reduce the potential impact on the MTFS.
8. APPROVED the revised Capital Programme to include £0.208m of expenditure in relation to Cirencester Leisure Centre decarbonisation work including the installation of solar PV and triple glazing funded through the Government’s Swimming Pool Support Fund.

For	Mike Evely, Joe Harris, Paul Hodgkinson, Mike McKeown and Tristan Wilkinson	5
Against	None	0
Conflict Of Interests	None	0
Abstain	None	0
<b>Carried</b>		

**37 Schedule of Decisions taken by the Leader of the Council and/or Individual Cabinet Members**

The purpose of the item was to notify Cabinet of any decisions taken by the Leader of the Council and/or any individual Cabinet Members.

There had only been one decision taken and this was by the Cabinet Member for Housing and Planning in relation to dog fouling.

Cabinet NOTED the Schedule of Decisions.

### **38 Matters exempt from publication**

The Leader proposed the following motion, and this was seconded by the Deputy Leader.

That the press and the public from the meeting during consideration of any of the items on the exempt from publication part of the agenda, it will be necessary for Cabinet to pass a resolution in accordance with the provisions of Paragraph 4(2)(b) of the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2012 on the grounds that their presence could involve the likely disclosure of exempt information as described in paragraph 3 of Schedule 12A of the Local Government Act 1972, with the public interest in maintaining the exemption outweighing the public interest in disclosing the information.

<b>To exclude the press and public from the meeting (Motion)</b>		
For	Mike Every, Joe Harris, Paul Hodgkinson, Mike McKeown and Tristan Wilkinson	5
Against	None	0
Conflict Of Interests	None	0
Abstain	None	0
<b>Carried</b>		

### **39 Adoption of asset plan for Council owned properties in Cirencester and funding for feasibility study.**

The purpose of the report was to consider the Asset Plan for Council owned buildings in Cirencester and agree funding to support the development of proposals for regeneration of sites, in line with this Asset Plan and the related Cirencester Masterplan.

Cabinet considered the report in private session.

The recommendations were proposed by Councillor Mike Every proposed and Councillor Joe Harris seconded.

RESOLVED That Cabinet:

- 1) AGREED to adopt the Asset Plan attached at Annex B.
- 2) AGREED that proposals should now be developed for the regeneration of the sites set out in this report.
- 3) AGREED to allocate funding of up to £70,000 from Reserves for the initial feasibility study for these sites.

Cabinet  
05/December2024

The Meeting commenced at 6.00 pm and closed at 7.00 pm

Chair

(END)

# Agenda Item 8



**COTSWOLD**  
District Council

Council name	<b>COTSWOLD DISTRICT COUNCIL</b>
Name and date of Committee	<b>CABINET – 9 JANUARY 2025</b>
Subject	<b>BUSINESS RATES RELIEF: 2025/2026. RETAIL, HOSPITALITY AND LEISURE SCHEME</b>
Wards affected	All
Accountable member	Councillor Mike Every – Deputy Leader and Member for Finance Email: <a href="mailto:mike.every@cotswold.gov.uk">mike.every@cotswold.gov.uk</a>
Accountable officer	Jon Dearing – Interim Executive Director for Resident Services Email: <a href="mailto:Democratic@Cotswold.gov.uk">Democratic@Cotswold.gov.uk</a>
Report author	Mandy Fathers – Business Manager Email: <a href="mailto:Democratic@Cotswold.gov.uk">Democratic@Cotswold.gov.uk</a>
Summary/Purpose	To consider a scheme of rate relief for retail premises as outlined by Government in the Autumn Statement 2024
Annexes	Annex A – Retail, Hospitality and Leisure Discount Criteria
Recommendation(s)	That Cabinet resolves to: <ol style="list-style-type: none"> <li>1. Approve the Retail, Hospitality and Leisure scheme as set out in Annex A for 2025/2026</li> <li>2. Delegate authority to the Interim Executive Director for Resident Services to award such reliefs</li> </ol>
Corporate priorities	<ul style="list-style-type: none"> <li>• Delivering Good Services</li> <li>• Supporting Communities</li> <li>• Supporting the Economy</li> </ul>
Key Decision	NO
Exempt	NO



**COTSWOLD**

District Council

Consultees/ Consultation	Chief Executive, Chief Finance Officer, Monitoring Officer, Interim Head of Legal Services, Finance Business Partner, Interim Executive Director, Interim Managing Director (Publica)
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## **1. EXECUTIVE SUMMARY**

- 1.1** This report sets out the Governments intention to continue its retail, hospitality and leisure scheme for the financial year 2025/2026.

## **2. BACKGROUND**

- 2.1** Retail, hospitality and leisure properties not qualifying for small business rates relief currently receive a 75% business rates discount, subject to a cap of £110,000 per business. This relief is to continue for 2025/26, but with the rate of discount cut to 40%:

## **3. MAIN POINTS**

- 3.1** The Chancellor announced in her Autumn Budget that eligible hereditaments will receive 40% business rate relief up to a cash cap of £110,000 per business.
- 3.2** Local authorities are expected to use their discretionary relief powers (under section 47 of the Local Government Finance Act 1988, as amended) to grant these discounts in line with the relevant eligibility criteria as detailed within Annex A (attached).
- 3.3** The Council will be compensated for the cost of granting these discounts through a section 31 grant from government.
- 3.4** Guidance has been provided in respect of which businesses should benefit from this relief and those that should not as detailed within the attached Annex. The Council's Discretionary Rate Relief policy will also be amended with a separate annex detailing the qualifying criteria.
- 3.5** These changes will take effect from 1 April 2025.
- 3.6** The team responsible for the administration of Business Rates will identify those businesses eligible for this relief and apply it to their 2025/2026 liability. Those eligible businesses will see the reduction on their annual business rate demand notice.

## **4. ALTERNATIVE OPTIONS**

- 4.1** None



**5. FINANCIAL IMPLICATIONS**

- 5.1** Central government will fully reimburse local authorities for the local share of relief awarded to those qualifying businesses entitled to this relief using a grant under section 31 of the Local Government Finance Act 2003 providing the council adopt the recommended approach when granting relief.

**6. LEGAL IMPLICATIONS**

- 6.1** The government is not changing the legislation around the relief available to businesses and expects councils to grant the relief under section 47 of the Local Government Finance Act, 1988, as amended.

**7. RISK ASSESSMENT**

- 8.** There are no risks associated with this report as the Council will be following central government guidance.

**9. EQUALITIES IMPACT**

- 9.1** None

**10. CLIMATE AND ECOLOGICAL EMERGENCIES IMPLICATIONS**

- 10.1** None

**11. BACKGROUND PAPERS**

- 11.1** None

(END)



## Annex A

### **Expanded Retail Discount Criteria**

This discount will apply to occupied retail, leisure and hospitality properties in the year 2025/26. There will be no rateable value limit on the discount

Properties that will benefit from the discount will be occupied hereditaments that are wholly or mainly being used:

- a) As shops, restaurants, cafes, drinking establishments, cinemas and live music venues;
- b) For assembly and leisure; or
- c) As hotels, guest and boarding premises and self-catering accommodation.

The Government has issued guidance relating to which types of establishments should be considered in (a) as follows:

- i. Hereditaments that are being used for the sale of goods to visiting members of the public:**
  - Shops (such as florists, bakers, butchers, grocers, greengrocers, jewellers, stationers, off licence, chemists, newsagents, hardware stores, supermarkets, etc.)
  - Charity shops
  - Opticians
  - Post offices
  - Furnishing shops / display rooms (such as carpet shops, double glazing, garage doors)
  - Car/caravan showrooms
  - Second-hand car lots
  - Markets
  - Petrol stations
  - Garden centres
  - Art galleries (where art is for sale/hire)
  
- ii. Hereditaments that are being used for the provision of the following services to visiting members of the public:**
  - Hair and beauty services (such as hairdressers, nail bars, beauty salons, tanning shops etc.)
  - Shoes repairs/key cutting
  - Travel agents
  - Ticket officers e.g. for theatre
  - Dry cleaners



- Launderettes
  - PC/TV/domestic appliance repair
  - Funeral directors
  - Photo processing
  - Tool hire
  - Car hire
  - Employment agencies
  - Estate agents and letting agents
  - Betting shops
- iii. **Hereditaments that are being used for the sale of food and/or drink to visiting members of the public:**
- Restaurants
  - Takeaways
  - Sandwich shops
  - Coffee shops
  - Pubs
  - Bars
- iv. **Hereditaments that are being used as cinemas**
- v. **Hereditaments that are being used as live music venues:**
- Live music venues are hereditaments wholly or mainly used for the performance of live music for the purpose of entertaining an audience. Hereditaments cannot be considered a live music venue for the purpose of business rates relief where a venue is wholly or mainly used as a nightclub or a theatre, for the purposes of the Town and County Planning (Use Classes) Order 1987 (as amended).
  - Hereditaments can be a live music venues if used for other activities, but only if those activities (i) are merely ancillary or incidental to the performance of live music (e.g. the sale/supply of alcohol to audience members) or (ii) do not affect the fact that the primary activity for the premises is the performance of live music (e.g. because those other activities are insufficiently regular or frequent, such as a polling station or a fortnightly community event).

The Government has issued guidance relating to which types of establishments should be considered in (b) as follows:



i. **Hereditaments that are being used for the provision of sport, leisure and facilities to visiting members of the public (including for the viewing of such activities)**

- Sports grounds and clubs
- Museums and art galleries
- Nightclubs
- Sport and leisure facilities
- Stately homes and historic houses
- Theatres
- Tourist attractions
- Gyms
- Wellness centres, spa, massage parlours
- Casinos, gambling clubs and bingo halls

ii. **Hereditaments that are being used for the assembly of visiting members of the public**

- Public halls
- Clubhouses, clubs and institutions

The Government has issued guidance relating to which types of establishments should be considered in (c) as follows:

i. **Hereditaments where the non-domestic part is being used for the provision of living accommodation as a business:**

- Hotels, Guest and Boarding Houses
- Holiday homes
- Caravan parks and sites

The list below sets out the types of uses that the government does not consider to be an eligible use for the purpose of relief:

i. **Hereditaments that are being used for the provision of the following services to visiting members of the public:**

- Financial services (e.g. banks, building societies, cash points, bureaux de change, short term loan providers)
- Medical services (e.g. vets, dentists, doctors, osteopaths, chiropractors)
- Professional services (e.g. solicitors, accountants, insurance agents/financial advisers)
- Post office sorting offices
- MOT test centres



ii. **Hereditaments that are reasonably accessible to visiting members of the public**

- In line with legal restrictions in section 47(8A) of the Local Government Finance Act 1988, billing authorities may not grant the discount to themselves or a precepting authority.

**State Aid**

The business rates expanded retail, leisure and hospitality discount 2025/2026 is not a state aid.



Council name	<b>COTSWOLD DISTRICT COUNCIL</b>
Name and date of Committee	<b>CABINET – 9 JANUARY 2025</b>
Subject	<b>COUNTER FRAUD AND ENFORCEMENT UNIT</b>
Wards affected	All
Accountable member	Councillor Mike Evely, Deputy Leader and Cabinet Member for Finance Email: <a href="mailto:Mike.Evely@cotswold.gov.uk">Mike.Evely@cotswold.gov.uk</a>
Accountable officer	David Stanley, Deputy Chief Executive and Chief Finance Officer Email: <a href="mailto:Democratic@Cotswold.gov.uk">Democratic@Cotswold.gov.uk</a>
Report author	Emma Cathcart, Head of Service Counter Fraud and Enforcement Unit Email: <a href="mailto:Democratic@Cotswold.gov.uk">Democratic@Cotswold.gov.uk</a>
Summary/Purpose	To seek approval to the Counter Fraud and Enforcement Unit Partnership Collaboration Agreement between Cheltenham and Tewkesbury Borough and Cotswold, Forest of Dean, Stroud and West Oxfordshire District Councils.
Annexes	Annex A – Collaboration Agreement
Recommendation(s)	That Cabinet resolves to: <ol style="list-style-type: none"> <li>1. Recommend to Council to approve entering into the Counter Fraud and Enforcement Unit Partnership Collaboration Agreement (The revised agreement is for 10 years with an option to extend for up 3 years at a time. There is no limit on the number of times the agreement can be extended).</li> <li>2. Note that there is an option for Cotswold District Council to cease acting as host on 31 March in any year of the term by giving the other Councils 18 months' notice.</li> <li>3. Note that any Council can leave the agreement on the service of 12 months' notice to expire on the 31 March.</li> </ol>
Corporate priorities	<ul style="list-style-type: none"> <li>• Delivering Good Services</li> </ul>



Key Decision	NO
Exempt	NO
Consultees/ Consultation	The Collaboration Agreement has been reviewed by the Head of Service, Counter Fraud and Enforcement Unit, Legal Services and the Deputy Chief Executive and Chief Finance Officer.

## **1. EXECUTIVE SUMMARY**

- 1.1** In administering its responsibilities, the Council has a duty to prevent fraud and corruption, whether it is attempted by someone outside or within the Council such as another organisation, a resident, an employee or a Councillor.
- 1.2** The Counter Fraud and Enforcement Unit (CFEU) is a partnership formed in 2017 to mitigate fraud risk and to reduce criminal activity and financial loss in each member Council's jurisdiction.
- 1.3** The CFEU has evolved over the past seven years to provide a comprehensive, efficient and cost effective corporate, strategic and investigative work service for its partner authorities. The six partner Councils at present are Cheltenham Borough, Cotswold District, Forest of Dean District, Stroud District, Tewkesbury Borough and West Oxfordshire District. Stroud District Council has commissioned services from the CFEU for several years but only became a partner on 1 April 2024.
- 1.4** The Host Authority is Cotswold District Council who are the direct employers of the CFEU staff however, all staff are seconded to work at each partner Council making the delivery of the service as efficient as possible.
- 1.5** The current Collaboration Agreement which acts as the overarching legal framework is due to end on 31 March 2025. This report presents a revised Collaboration Agreement to commence on 1 April 2025.

## **2. BACKGROUND**

- 2.1** The team provides counter fraud, investigative and criminal enforcement support for the Partnership Councils. In addition, they also provide fraud prevention and detection services for Social Housing Providers and more recently, the CFEU commenced work for a Registered Charity, The Cheltenham Trust, and for the Royal Borough of Windsor and Maidenhead.
- 2.2** The CFEU acts as an in-house support service supplying preventative activities, proactive drives and reactive investigations and enforcement support. There is a focus





on a holistic approach, sharing data and efficiencies across partners. Whilst some areas are generic for resource efficiencies the work plans are bespoke and consider district / borough demographic and individual Council priorities.

- 2.3** The structure of the unit allows partners to maximise the benefits they receive from the service, by providing resilience, shared knowledge and efficiencies of scale that could not be achieved by one Council as a stand-alone service.
- 2.4** Annual costs are subsidised by third party income and through the generation of revenue income streams.
- 2.5** The CFEU Partnership Board attendees are the Chief Finance (S151) Officer (CFO) at each Council. The Board meet biannually to discuss overall budget and resourcing. Regular meetings are also held with each CFO to agree work plans and to discuss delivery and results specific to their authority.
- 2.6** In addition, the CFEU reports biannually to Audit Committees across the partnership and attends each Council's Governance Group. The Head of Service meets quarterly with Internal Audit to discuss activities and internal control risks. This ensures Councillors, corporate management and governance officers are briefed in relation to fraud risk and current activities. By having a dedicated team collecting and recording this data, the partnership is ensuring a well-rounded risk management approach that is working to continuously review and improve internal controls.
- 2.7** Externally the CFEU belongs to the local MAAF (Multi Agency Approach to Fraud) Group, working with Gloucestershire Constabulary, Trading Standards, Victim Support and the NHS to collaboratively reduce and disrupt fraud across the County.
- 2.8** The CFEU works across its partners and the wider criminal enforcement community to share good practice, develop knowledge and improve detection and prevention.
- 2.9** The revised agreement is for 10 years with an option to extend for up 3 years at a time. There is no limit on the number of times the agreement can be extended.
- 2.10** There is an option for Cotswold District Council, the Host Council to cease acting as host on 31 March in any year of the term by giving the other Councils 18 months' notice. Where notice is given to the Partnership Board, they are to meet to consider the appointment of another Council as the Host Authority.
- 2.11** Any Council can leave the agreement on the service of 12 months' notice to expire on the 31 March.
- 2.12** The Host Council is permitted to undertake third party work provided that they have the agreement of the Partnership Board. A clause has been included outlining that



should there be an adverse effect on the services to the Councils due to the third party work the Partnership Board may require the host council to modify the services or terminate those provided to the third parties.

### **3. ALTERNATIVE OPTIONS**

- 3.1** The Counter Fraud and Enforcement Unit is working with all Gloucestershire Local Authorities, West Oxfordshire District Council, Royal Borough of Windsor and Maidenhead and other public sector bodies such as housing associations.
- 3.2** The Council could decide to seek the services elsewhere, consider insourcing the provision or cease to fund these activities. These options have been considered but dismissed as being less effective and providing less value for money than the option recommended.

### **4. FINANCIAL IMPLICATIONS**

- 4.1** The Service is a shared one across the County and, as such, overheads and management costs are also shared equally meaning there is increased value for money.
- 4.2** The support and delivery of corporate and strategic work streams is costed separately within the budget. Delivery of this support is consistent across partner Councils, with all benefitting equally.
- 4.3** In relation to operational investigation and enforcement delivery, the fee is proportionally based on the individual partner Councils' average use of operational days over the previous 3 years.
- 4.4** Any underspend is moved to reserves held by Cotswold on behalf of the CFEU with an option to utilise this to subsidise partner Council funding each year.
- 4.5** The fee for Cotswold District Council for 2024/25 is £101,682 and is included within the budgets approved by Council in February 2024. The highest annual contribution from a partner Council for 2024/25 is £105,201.

### **5. LEGAL IMPLICATIONS**

- 5.1** There are no significant legal implications associated with this report.



**5.2** The agreement, with the intention of establishing a collaboration for the parties' respective counter fraud and enforcement activities, establishes a 'horizontal arrangement' between public bodies, with the aim of exercising public functions in accordance with paragraph 3 of Part 1 to the Procurement Act 2023. It is also entered into pursuant to section 113 of the Local Government Act 1972, section 1 of the Local Authorities (Goods and Services) Act 1970 and under general powers within section 1 of the Localism Act 2011.

**5.3** The Council may leave the agreement by serving no less than 18 months' notice to the other parties. Otherwise, the term of this agreement is 10 years with the option to extend by periods exceeding no more than 3 years.

## **6. RISK ASSESSMENT**

**6.1** The Council is required to proactively tackle fraudulent activity in relation to the abuse of public funds.

**6.2** Failure to undertake such activity would accordingly not be compliant and expose the authority to greater risk of fraud and/or corruption. If the Council does not have effective counter fraud and corruption controls, it risks both assets and reputation.

## **7. EQUALITIES IMPACT**

**7.1** The CFEU seeks to ensure that public authorities' actions are consistent with the Human Rights Act 1998 (HRA). It balances safeguarding the rights of the individual against the needs of society as a whole to be protected from crime and other public safety risks.

## **8. CLIMATE AND ECOLOGICAL EMERGENCIES IMPLICATIONS**

**8.1** None directly.

## **9. BACKGROUND PAPERS**

**9.1** None.

(END)

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Dated this            day of

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**COTSWOLD DISTRICT COUNCIL**

**AND**

**WEST OXFORDSHIRE DISTRICT COUNCIL**

**AND**

**FOREST OF DEAN DISTRICT COUNCIL**

**AND**

**CHELTENHAM BOROUGH COUNCIL**

**AND**

**THE COUNCIL OF THE BOROUGH OF TEWKESBURY  
(NORTH GLOUCESTERSHIRE BOROUGH COUNCIL from  
date of Agreement)**

**AND**

**STROUD DISTRICT COUNCIL**

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**COLLABORATION AGREEMENT  
in relation to the Counter Fraud and Enforcement Unit**

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**THIS AGREEMENT** is made on the                      day of

**BETWEEN:**

- (1) **COTSWOLD DISTRICT COUNCIL** of Trinity Road, Cirencester, Gloucestershire, GL7 1PX ("Cotswold")
- (2) **WEST OXFORDSHIRE DISTRICT COUNCIL** of Woodgreen, Witney, OX28 1NB ("West Oxfordshire")
- (3) **FOREST OF DEAN DISTRICT COUNCIL** of Council Offices, High Street, Coleford, GL16 8HG ("FOD")
- (4) **CHELTENHAM BOROUGH COUNCIL** of Municipal Offices, Promenade, Cheltenham, GL50 9SA ("Cheltenham")
- (5) **COUNCIL OF THE BOROUGH OF TEWKESBURY (NORTH GLOUCESTERSHIRE BOROUGH COUNCIL from date of Agreement)** of Public Services Centre, Gloucester Road, Tewkesbury, Gloucestershire, GL20 5TT ("Tewkesbury")
- (6) **STROUD DISTRICT COUNCIL** of Ebley Mill, Westward Road, Ebley, Stroud, Gloucestershire, GL5 4UB ("Stroud")

(together known as the "Councils" and each as a "Council").

**BACKGROUND**

- (A) The Councils have agreed that their respective counter fraud and enforcement activities will be best achieved through a collaborative arrangement in which a Host Council provides counter fraud and enforcement services for itself and each of the other Councils.
- (B) This Agreement sets out the terms and conditions for the establishment and operation of the Services between the Councils.
- (C) This Agreement is one that establishes an 'horizontal arrangement' between public bodies which is entered into with the aim of achieving objectives that the Councils have in common in connection with the exercise of a public function which is exercised solely in the public interest pursuant to paragraph 3 of Part 1 of Schedule 2 to the Procurement Act 2023.
- (D) This Agreement is entered into pursuant to and in reliance on the exclusive rights given to Local Authorities to undertake administrative arrangements of this nature in Section 113 of the Local Government Act 1972, Section 1 of the Local Authorities (Goods and Services) Act 1970 and the regulations made under these Acts; together with the general power within Section 1 of the Localism Act 2011.

**IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless the context requires otherwise:

**Agreement** means this Agreement (including all Schedules).

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Charges** means the sums payable by the Councils to the Host Council for the provision of the Services

**Chief Finance Officer** means the Section 151 Officers of a Council.

**Commencement Date** means 1 April 2025.

**Confidential Information** means any information, data and/or material of any nature which has been designated as confidential by the Councils in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, Staff and other personnel, service users and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.

**Contract Term** means the term of this Agreement as set out in Clause 2.

**Data Processing Agreement** means the obligations between the Host Council and each of the Receiving Councils as set out in Schedule 2.

**Default** means any breach of the Agreement which does not amount to a Fundamental Breach.

**Direct Losses** means all damages, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an indemnity basis), proceedings, demands and charges whether arising under statute, contract or at common law.

**Dispute** means any dispute relating to or arising from the terms of this Agreement.

**Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR (as defined under section 3(10) (as supplemented by section 205(4) of the DPA 2018) and the Data Protection Act 2018 as the same may be amended, as well as any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**EIR** means the Environmental Information Regulations 2004 and any subordinate legislation made under the Regulations from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Exit Plan** has the meaning given at Clause 15.6.

**Financial Year** means each financial accounting period of 12 months ending on the 31 March of each year.

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Fundamental Breach** means:

- (a) three or more Defaults in a six month period;
- (b) a Default which is not capable of remedy in accordance with Clause 13 (Defaults).

**Host Council** means the Council which employs the Staff and delivers the Services to the Councils under the terms of this Agreement.

**Initial Term** has the meaning given to it in Clause 2.1.

**Intellectual Property Rights** means any and all patents, inventions, trademarks, logos, service marks, domain names, registered designs, utility models, copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or individual property rights whether or not registered or capable of registration and whether now or in future residing in the United Kingdom or any other part of the world together with all or any goodwill and accrued rights of action.



**Lead Officer** means the officer of each Council appointed pursuant to Clause 7.2

**Monitoring Officer** means the Monitoring Officer from time to time of each of the Councils.

**Premises** means any office address in any of the Councils' administrative areas from which the Service are provided or to which access is required from time to time for the performance of the Services.

**Receiving Council** means each and every Council (except the Host Council) to which the Services are being provided by the Host Council.

**Services** means the counter fraud services more particularly described in the Service Specification.

**Service Specification** means the description of the Services attached at Schedule 1 and such similar services as may be agreed between the Parties from time to time.

**Service Delivery Plan:** means the plan referred to in clause 5 detailing the planned work for each year of the Contract Term.

**Staff** means those employees engaged by the Host Council in the delivery of the Services.

**Sub-Contract** means any contract or agreement, or proposed contract or agreement between the Host Council and any third party whereby that third party agrees to provide to the Host Council the Services or any part of the Services, or facilities or services necessary for the provision of the Service or any part of the Service, or necessary for the management, direction or control of the Service.

**Sub-Contractor** means the third parties that enter into a Sub-Contract with the Host Council.

**Working Day(s)** means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.

1.2 In this Agreement, unless the context requires otherwise:

1.2.1 references to clauses, paragraphs, recitals and Schedules are references to clauses and paragraphs of, and recitals and schedules to, this Agreement. The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules. The recitals and headings to clauses and Schedules are for convenience only and shall not affect the construction or interpretation of this Agreement;

1.2.2 a reference to a statute or a statutory provision includes a reference to:

- (a) the statute or statutory provision as modified or re-enacted or both from time to time (whether before or after the date of this Agreement); and
- (b) any subordinate legislation made under the statute or statutory provision (whether before or after the date of this Agreement),

provided that any such modification, re-enactment or legislation made after the date of this Agreement does not materially change the relevant provision;

1.2.3 references to a **person** shall be construed so as to include any individual, firm, corporation, government, state or agency of a state or any joint venture, trust, association or partnership (whether or not having separate legal personality);

1.2.4 references to any gender shall include every gender, and the singular shall include the plural and vice versa;

- 1.2.5 words and expressions defined in the Companies Acts shall have the same meanings when used in this Agreement;
- 1.2.6 references to writing or written shall include any mode of reproducing words in a legible and non-transitory form;
- 1.2.7 references to a **party, Council** or the **Councils includes** any person who agrees to be bound by the provisions of this Agreement from time to time but, for the avoidance of doubt, shall not refer to any person who has ceased to have any obligations under this Agreement from time to time;
- 1.2.8 in construing this Agreement, the rule known as ejusdem generis rule shall not apply nor shall any similar rule or approach to the construction of this Agreement and accordingly general words introduced or followed by the word(s) **other** or **including** or **in particular** shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- 1.2.9 references to a **month** shall be construed as a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or, if there is no numerically corresponding day in the next calendar month, the last day in the next calendar month; and
- 1.2.10 where in this Agreement an individual is referred to by name or by the post they hold within their organisation, such reference shall be deemed to mean either that individual or the person from time to time holding that appointment or post or such suitably qualified person as may from time to time be nominated by that organisation.

## **2 TERM**

- 2.1 Subject to Clause 2.2 this Agreement will start on the Commencement Date and shall continue for a period of ten (10) years ("the Initial Term") unless terminated earlier in accordance with Clause 15 of this Agreement.
- 2.2 Upon the expiration of the Initial Term this Agreement may be extended for a further period or periods up to three (3) years on the same terms as set out in this Agreement unless notice is provided in accordance with Clause 15.

## **3 PRINCIPLES AND AIMS OF COLLABORATION**

- 3.1 The Councils agree to co-operate fully with each other in relation to the Services and to act at all times in such a way as to safeguard and further the common interests of the Councils in respect of the Services.
- 3.2 The Councils agree to co-operate as follows:
  - 3.2.1 to work together in the operation of the Services;
  - 3.2.2 where appropriate, harmonising administrative and other relevant policies, procedures and structures;
  - 3.2.3 developing and sharing resources where appropriate; and
  - 3.2.4 developing and sharing any other common facilities.
- 3.3 The Host Council agrees that the following aims apply to the provision of the Services:
  - 3.3.1 produce real and demonstrable savings for Councils from intelligence based counter fraud and enforcement activity.

- 3.3.2 pursue criminals with an effective, self-sufficient and robust counter fraud and enforcement team, which can operate locally with partners or with third parties and other public bodies.
- 3.3.3 continue to operate and adapt to any reorganisation, restructure or political change.
- 3.3.4 fight local fraud by matching datasets across all demographics.
- 3.3.5 fight regional fraud by legally exchanging data.

#### **4 DATA PROCESSING**

- 4.1 The Host Council shall comply with the Data Processing Agreement and obligations set out in Schedule 3.

#### **5 THE SERVICES**

- 5.1 Cotswold will act as the Host Council from the Commencement Date in respect of all aspects of the delivery of the Services.
- 5.2 Following consultation with each Council's Lead Officer, by no later than the end of February each year the Host Council shall submit to each Council a Service Delivery Plan for approval by each Council by the end of March in readiness for the start of each financial year.
- 5.3 The Host Council shall provide the Services:
  - 5.3.1 in accordance with this Agreement including the Service Specification; and
  - 5.3.2 with all the skill, care and diligence to be expected of a competent local authority carrying out the Services.
- 5.4 The Host Council shall provide a quarterly update against planned work in the Service Delivery Plan, identifying significant changes or any failure to meet targets or objectives identified in the said Plan.
- 5.5 With the prior approval of the Partnership Board, the Host Council may provide services similar to the Services to third parties such as local authorities and social housing providers where permitted by law provided that
  - i) these new services do not cause the Councils to be in breach of the requirements of paragraph 3(3) to Part 1 of Schedule 2 to the Procurement Act 2023
  - ii) in doing so there shall be no adverse effect on the provision of the Services to the Councils.

- 5.6 Should there be an adverse effect on the provision of the Services to the Councils provided to third parties pursuant to clause 5.5, without prejudice to the Councils rights under this Agreement, the Partnership Board may require the Host Council to terminate or modify the services provided to third parties

#### **6 APPLICATION OF SECTION 113 LOCAL GOVERNMENT ACT 1972**

- 6.1 Each Council agrees that where the Staff are engaged on work for that Council as a Receiving Council the provisions of Section 113 Local Government Act 1972 will apply and that the Staff will be placed at the disposal of the Receiving Council, with their agreement, for the purposes of the Receiving Council's functions and such Staff shall be treated at all times as an officer of the Receiving Council whilst so engaged. The Councils shall use an agreed Section 113 Agreement for each Receiving Council and each Staff member.

- 6.2 The Host Council confirms that they have duly consulted such employees prior to placing them at the Receiving Council's disposal and that such employees will remain employees of the Host Council for all relevant purposes.
- 6.3 The Councils acknowledge that there is no intention that the Transfer of Undertakings (Protection of Employment) Regulations 2006 will apply in relation to this Agreement or that there should be any movement of staff between the Councils unless specifically agreed following any necessary consultation.

## **7 GOVERNANCE**

- 7.1 The Councils agree that that the Partnership Board, made up of the Chief Finance Officers shall meet twice a year (or as otherwise agreed between the Councils) at such time and place as shall be agreed between the Councils with the purpose of budget and resourcing oversight, strategic policy and performance management in respect of the Services and any other issues in respect of this Agreement.
- 7.2 Each Council's Chief Finance Officer shall be the Lead Officer for their Council and shall be empowered to act on behalf of that Council under this Agreement.

## **8 FINANCIAL ARRANGEMENTS**

- 8.1 The proposed financial arrangements for the Services will be prepared by the Host Council and presented to each Council annually by no later than the end of November in each year. These financial shall include the Charges payable by each Council to the Host Council for the following Financial Year
- 8.2 Following receipt of the proposed financial arrangements pursuant to clause 8.1, each Council shall notify the Host Council whether they approve the proposed financial arrangements by the end of February of each year in readiness for the start of each Financial Year. If a Council does not approve the financial arrangements then the provisions of Clause 19 (Disputes) shall apply and the previous Financial Year's financial arrangements will continue until the dispute resolution process has been completed or the end of the Financial Year for which the financial arrangements have not been approved or otherwise agreed or determined whichever is the sooner.
- 8.3 The Councils shall promptly pay the Charges and any other money properly due in accordance with this Agreement to the Host Council quarterly in advance and the Host Council shall invoice each Council accordingly.
- 8.4 The Councils agree that the Host Council will be responsible for managing the budget of the Services and accounting for income and expenditure.
- 8.5 A full audit trail of income and expenditure relating to the Services shall be kept by the Host Council.
- 8.6 The financial arrangements shall each be reviewed annually by the Partnership Board and, if deemed reasonably necessary by the Councils (acting reasonably), revised and agreed in writing by the Councils.

## **9 MONITORING OF THE SERVICES**

The Host Council shall provide and share such information (in such format as is agreed between the Councils) as is reasonably necessary and on such frequency as is reasonably required to enable the Receiving Councils at a meeting of the Partnership Board to review the overall delivery and operation of the Services.

## **10 EQUIPMENT**

- 10.1 The Host Council shall provide all equipment and assets which are necessary for the provision of the Services at the Commencement Date (such equipment and assets being the "Host Council Equipment").

10.2 The Host Council Equipment shall remain the property of the Council which provided it at all times including upon termination or expiry of this Agreement.

10.3 The Host Council shall keep and maintain the Host Council Equipment in good repair and condition as is necessary for the proper and satisfactory provision of the Services.

## **11 INTELLECTUAL PROPERTY**

11.1 Each Council grants to the other or shall procure the grant to the other of a non-exclusive, royalty-free, worldwide, irrevocable, freely assignable, perpetual licence of any Intellectual Property owned by that Council or licensed to it which is necessary or desirable for the effective and efficient operation of the Services. Ownership of such Intellectual Property shall not be affected by this Agreement and accordingly, to the extent that such Intellectual Property exists at the Commencement Date, ownership of it shall remain with the Council which owns it at that date.

11.2 All Intellectual Property created after the Commencement Date and during the term of this Agreement which is wholly or substantially connected with the Services shall be owned by the Councils jointly and each Council undertakes that it will, at its own cost, execute such further documents and do such acts as may be necessary for securing, confirming or vesting right, title and interest in such Intellectual Property in the other Councils.

## **12 PREMISES**

12.1 The Councils agree that the Services are to be provided from the premises of each Council and each Council accordingly undertakes to make available to the Staff all necessary accommodation, working space and facilities including meeting rooms as shall be necessary for the proper performance of the Services.

12.2 Each Council hereby grants a licence to the Host Council to occupy a specified area as accommodation working space and facilities, as agreed prior to occupation, and agrees to permit the Host Council to utilise free of charge such associated services and facilities as are necessary for the delivery of the Services .

12.3 The Councils shall use reasonable endeavours to avoid or minimise any disruption to the other Council's operations for the duration of the Agreement.

12.4 The Councils shall (so far as is reasonably practicable) commit such non-monetary resources and assistance and in-kind support (including staff time of those of their respective staff who are not engaged in the provision of the Services) as shall be reasonably requested by the Host Council from time to time.

## **13 DEFAULTS**

13.1 If any of the Councils commit a Default then they shall as soon as reasonably practicable notify the other Councils in writing and take such steps as are necessary to rectify the Default.

13.2 If the Default has not been rectified within thirty (30) Working Days to the reasonable satisfaction of the other Councils then the matter shall be referred to the relevant Lead Officers unless the Councils agree a longer period.

13.3 The Councils shall use reasonable endeavours to resolve the Default through the Lead Officers.

13.4 If the Councils cannot resolve the Default within a reasonable time any of the Councils may escalate the matter for resolution through their Chief Finance Officers in accordance with Clause 19 (Disputes).

## **14 WITHDRAWAL AND CHANGE OF HOST COUNCIL**

14.1 A Council may withdraw from this Agreement by giving to the other Councils not less than 12 months' notice to expire on 31 March .

- 14.2 Where notice under 14.1 is given the Partnership Board shall meet to consider the financial arrangements and resourcing implications and agree appropriate action.
- 14.3 The Host Council may cease to act as Host Council by giving to the other Councils not less than 18 months' notice to expire on 31 March
- 14.4 Where notice under 14.3 is given the Partnership Board shall meet to consider the appointment of another Host Council or such other arrangements to ensure the continuation of the provision of the Services

## **15 TERMINATION OF THIS AGREEMENT**

- 15.1 This Agreement shall terminate on the expiry of the Initial Term unless extended by prior agreement between the relevant parties in accordance with clause 2.2.
- 15.2 Any Council may terminate this Agreement by serving notice immediately at any time upon another Council committing a Fundamental Breach of this Agreement. Such a notice can only be served when the process set out in Clause 13 has been exhausted.
- 15.3 In the event of any Council not approving the financial arrangements set out in clause 8.2 and which are not subsequently agreed or determined by the dispute resolution process, this Agreement will terminate at the end of the Financial Year for which the financial arrangements have not been approved or otherwise agreed or determined.
- 15.4 This Agreement may be terminated by the mutual consent of all of the Councils on a date mutually agreed between the Councils.
- 15.5 Where by reason of any change in law or other reason not attributable to the fault of the Councils a Council is prohibited or prevented from giving effect to their obligations under this Agreement, any Council may terminate this Agreement so as to avoid that Council from breaching legislative or otherwise binding obligations upon it by giving written notice to the other Councils effective upon receipt , specifying the date upon which the termination should take effect, provided that the terminating Council has first entered into discussion in good faith with the other Councils and used all reasonable endeavours to negotiate a solution with the other Councils, whereby the intent and purpose of this Agreement may be fulfilled by other means
- 15.6 Upon termination the Partnership Board shall cooperate in good faith to agree an 'Exit Plan' setting out how the arrangements considered in this Agreement will be ended and which shall be in accordance with the following agreed principles:
- 15.6.1 ensuring continuation and quality of service delivery and the options available for the continuation of the delivery of the Services;
  - 15.6.2 the minimising of the costs to the Councils of exiting or terminating this agreement;
  - 15.6.3 the identification of critical timescales and issues as appropriate with proposals to address them;
  - 15.6.4 liabilities relating to the Services shall be, in the absence of specific agreed alternatives or provision in this Agreement, shared and/or borne by the Councils equally.

## **16 CONSEQUENCES OF TERMINATION**

- 16.1 All liabilities under Clause 18 shall survive the termination of this Agreement.

- 16.2 In the event of termination of this Agreement under Clause 15.2 any Direct Losses of the Councils arising out of such termination shall be borne by the Council that has committed the Fundamental Breach of this Agreement.
- 16.3 In the event of termination of this Agreement under Clause 15.2 any of the Councils shall also be at liberty to pursue all remedies available to them at law.
- 16.4 In the event of termination of this Agreement under Clause 15.3, 15.4 or 15.5, the costs and losses of such termination shall be borne by the Councils in such proportions as they shall (acting reasonably) mutually agree and in the event of dispute shall be referred to dispute resolution as set out in Clause 19. each Council shall bear its own costs and losses as a result of such termination provided that if any Council has not entered into discussions in good faith with the other Councils and/or not used all reasonable endeavours to negotiate a solution with the other Councils, whereby the intent and purpose of this agreement may be fulfilled by other means, that Council shall indemnify the other Councils against all Direct Losses (which the other Councils shall take all reasonable steps to mitigate) incurred by the other Councils as a result of such termination.
- 16.5 In the event of termination of this Agreement under Clause 15.4 each Council shall bear its own losses as a result of such termination.
- 16.6 In the event of termination of this Agreement under Clause 15.5 each Council shall bear its own losses.

## **17 INSURANCE**

- 17.1 The Host Council shall take out and maintain or procure the taking out and maintenance of the following insurances and any other insurance as may be required by law to cover the activities of the Services:
- 17.1.1 Public liability insurance in the sum of £10M;
  - 17.1.2 Employers liability insurance in the sum of £5M; and
  - 17.1.3 Professional indemnity insurance in the sum of £5M.
- 17.2 Each Council shall, at its own cost, take out and maintain or procure the taking out and maintenance of insurance to cover the use of its Premises by the Host Council and the Staff.
- 17.3 All Host Council Equipment shall be insured by the Host Council.
- 17.4 No Council shall take any action or fail to take any reasonable action or (insofar as it is reasonably within its power) allow anything to occur (including a failure to disclose any fact) which would entitle any insurer to refuse to pay any claim under an insurance policy in which that Council is assured, a co-insured or an additional person or which may make such a claim wholly or partly repayable.
- 17.5 Each Council shall provide to the others on request:
- 17.5.1 Copies of insurance policies required to be maintained under this Clause 17; and
  - 17.5.2 Evidence that the premiums under all insurances have been paid and that the insurances are in full force and effect in accordance with the requirements of this Clause 17.

## **18 INDEMNITIES AND LIABILITIES**

- 18.1 Subject to the following provisions of this clause, each Council shall be responsible to the other Councils for and shall promptly make good all losses, damages, costs, expenses, liabilities, claims or proceedings suffered by the other as a result of any Default that the Council at fault commits.
- 18.2 A Council that suffers loss as a result of another Council's Default must:

- 18.2.1 in consultation with the defaulting Council, take such steps as are reasonable in order to mitigate its loss;
  - 18.2.2 promptly notify the defaulting Council of any claim or liability;
  - 18.2.3 allow the defaulting Council (if it so requests) to conduct and control (at the defaulting Council's sole expense) the defence of any claim and any related settlement negotiations; and
  - 18.2.4 afford the other defaulting Council all reasonable assistance (at the Defaulting Council's sole expense) and make no admission prejudicial to the defence of such claim.
- 18.3 Except in respect of fraud or of death or personal injury caused by the negligence of the Council at fault (for which no limitation applies) no Council shall be liable to any other Council for any loss of profit, loss of business, loss of revenue, loss of anticipated savings or loss of use or value or any indirect, special or consequential loss however arising by reason of:
- 18.3.1 any representation (unless fraudulent); or
  - 18.3.2 any implied warranty, condition or other term; or
  - 18.3.3 any duty at common law; or
  - 18.3.4 any express term of this Agreement.
- 18.4 Except in respect of death or personal injury caused by the negligence of the Council at fault (for which no limitation applies) the entire liability of each Council under or in connection with this contract shall not exceed the Charges payable by the Council in question for the Services in respect of the Financial Year in which such liability arose.

## **19 DISPUTES**

- 19.1 The Councils shall attempt, in good faith, to resolve any Dispute promptly by negotiation which shall be conducted as follows:
- 19.1.1 the Dispute shall be referred to the Lead Officers of the disputing Councils
  - 19.1.2 if the Dispute cannot be resolved to the satisfaction of the Councils by the Lead Officers within fourteen (14) days after the Dispute has been referred in writing to the Lead Officers, the Dispute may be referred, by any Council, to the Partnership Board for resolution;
  - 19.1.3 if the Dispute cannot be resolved to the satisfaction of the Councils by the Partnership Board within fourteen (14) days after the Dispute has been referred in writing to the Partnership Board, the Dispute may be referred, by any Council, to the Chief Executives / Heads of Paid Service of the disputing Councils for resolution;
  - 19.1.4 if the Dispute cannot be resolved by the Chief Executives / Heads of Paid Service within fourteen (14) days after the Dispute has been referred in writing, any Council may give notice to the other Council in writing ("Dispute Notice") that a Dispute has arisen.
- 19.2 Within twenty-one (21) days of receipt of the Dispute Notice the disputing Councils may attempt to resolve the Dispute by mediation in accordance with Clause 19.3.
- 19.3 If the disputing Councils have failed to agree on a resolution, any Council may refer any Dispute for mediation pursuant to this Clause 19.3. No Council may commence any court proceedings / arbitration in relation to any Dispute until it has attempted to settle the Dispute by mediation and either the mediation has terminated or the relevant Council has failed to participate in the mediation, provided



that the right to issue proceedings is not prejudiced by a delay. The following provisions shall apply to any such reference to mediation:

- 19.3.1 the reference shall be a reference under the Model Mediation Procedure (MMP) of the Centre for Effective Dispute Resolution (CEDR) for the time being in force;
- 19.3.2 the Councils shall, immediately on such referral, co-operate fully, promptly and in good faith with CEDR and the mediator and shall do all such acts and provide all such information or documents as CEDR or the mediator may reasonably require to give effect to such mediation, including entering into an agreement in, or substantially in, the form of CEDR's Model Mediation Agreement for the time being in force; and
- 19.3.3 to the extent not provided for by such agreement of the MMP:
  - (a) the mediation shall commence by a Council serving on the others written notice setting out, in summary form, the issues in dispute and calling on the other Councils to agree the appointment of a mediator; and
  - (b) the mediation shall be conducted by a sole mediator (which shall not exclude the presence of a pupil mediator) agreed between the Councils or, in default of agreement, appointed by CEDR.
- 19.4 Should the mediation fail, in whole or in part, any of the Councils may, upon giving written notice, and within twenty eight (28) days thereof, apply to the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless the Councils have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2000 Edition), as amended, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales
- 19.5 Without prejudice to any rights to seek redress in court, the Host Council shall continue to provide the Services and the Councils shall continue to perform their obligations under this Agreement notwithstanding any Dispute or the implementation of the procedures set out in this Clause 18.

## **20 CONFIDENTIALITY**

- 20.1 Each Council undertakes to the other Councils that neither it nor any of its sub-contractors will at any time after the date of this Agreement (save as required by Law or by order of a Court of competent jurisdiction or any other relevant regulatory authority or as expressly permitted to be disclosed) use any Confidential Information (other than for the purposes of this Agreement) or disclose or divulge any Confidential Information to any person (other than to officers or employees of the Councils) and that it shall use its best endeavours to prevent such use or publication or disclosure of any Confidential Information by any other person.
- 20.2 Except to the extent set out in this Clause 20, or where disclosure is expressly permitted elsewhere in this Agreement, each Council shall:
  - 20.2.1 treat the other Councils' Confidential Information as confidential; and
  - 20.2.2 not disclose the other Councils' Confidential Information to any other person without the owner's prior written consent.
- 20.3 Clause 20.1 shall not apply to the extent that:
  - 20.3.1 such information was in the possession of the Council making the disclosure, without obligation of confidentiality, prior to its disclosure;
  - 20.3.2 such information was obtained from a third party without obligation of confidentiality;

20.3.3 such information was already in the public domain at the time of disclosure otherwise than through a breach of this Agreement; or

20.3.4 such information was independently developed without access to the other Councils' Confidential Information.

20.4 Each Council may only disclose Confidential Information to its employees who are directly involved in the provision of the Services and who need to know the information for the purposes of the Service. Each Council shall ensure that such employees are aware of, and comply with, these confidentiality obligations.

## **21 DATA PROTECTION**

21.1 Subject to the Data Processing Agreement each Council agrees that in relation to any personal data (as defined in the Data Protection Legislation) it holds in relation to this Agreement it will comply, as a data controller if necessary, with the Data Protection Legislation including:

21.1.1 the data protection principles listed in the Data Protection Legislation;

21.1.2 requests from data subjects in respect of their rights under the Data Protection Legislation; and

21.1.3 the requirements relating to notification to the Information Commissioner by data controllers under Part 11 of the Data Protection Legislation.

21.2 Each Council agrees that if it acquires personal data from the other Councils in connection with this Agreement it will:

21.2.1 only undertake processing of such personal data where it is reasonably required in connection with the performance of its obligations under this Agreement;

21.2.2 not disclose such personal data to any third party other than:

(a) a disclosure on terms substantially the same as and no less stringent than those required by this Clause, to its employees, agents and contractors to whom such disclosure is reasonably necessary in connection with the performance of its obligations under this Agreement; or

(b) as required by court order;

21.2.3 bring into effect and maintain all technical and organisational measures to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data including taking reasonable steps to ensure the reliability of staff having access to the personal data; and

21.2.4 where there is a lawful basis for that disclosure.

21.3 Nothing in this Agreement requires either Council to disclose any information to another party if that Council considers that to do so would be in breach of the Data Protection Legislation.

## **22 FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004**

22.1 Each Council acknowledges that the others are subject to the requirements of the FOIA and EIR and shall where reasonable assist and co-operate to enable the other Councils to comply with these information disclosure obligations.

- 22.2 Where a Council receives a request for information under the FOIA or EIR in relation to information which it is holding on behalf of the other Councils in relation to the Service, it shall (and shall procure that its sub-contractors shall) :
- 22.2.1 transfer the request for information to the other Council as soon as practicable after receipt and in any event within two (2) Working Days of receiving a request for information;
  - 22.2.2 provide the other Council with a copy of all information in its possession or power in the form that the authority requires within ten (10) Working Days (or such longer period as the authority may specify) of the Council requesting that information; and
  - 22.2.3 provide all necessary assistance as reasonably requested by the other Council to enable the Council to respond to a request for information within the time for compliance set out in the FOI or EIR.
- 22.3 Where a Council receives a request for information under the FOIA or EIR which relates to the Agreement or the Service, it shall inform the other Council of the request for information as soon as practicable after receipt and in any event at least two (2) Working Days before disclosure and shall use all reasonable endeavours to consult with the other Councils prior to disclosure and shall consider all representations made by the other Councils in relation to the decision whether or not to disclose the information requested.
- 22.4 Each of the Councils shall be responsible for determining in their absolute discretion whether any information requested under the FOIA or EIR:
- 22.4.1 is exempt from disclosure;
  - 22.4.2 is to be disclosed in response to a request for information.
- 22.5 Each of the Councils acknowledges that the other Councils may be obliged under the FOIA or EIR to disclose information:
- 22.5.1 without consulting with the other Councils where it has not been practicable to achieve consultation; or
  - 22.5.2 following consultation with the other Councils and having taken their views into account.

## **23 WAIVER AND SEVERABILITY**

- 23.1 A failure or delay in exercising any rights, powers or privileges under this Agreement will not operate as a waiver of them. The single or partial exercise of any right, power or privilege does not prevent any other exercise of it or the exercise of any other right, power or privilege (whether arising out of the same factual situation or otherwise). Any waiver of a breach of this Agreement is not to be effective unless given in writing signed by the Council waiving its entitlement. No waiver is to be deemed a waiver of any subsequent breach or default nor is it to affect the other terms of this Agreement.
- 23.2 The receipt of money does not prevent the Councils receiving it questioning the correctness of the amount or any other statement in respect of the money.
- 23.3 If any term of this Agreement is illegal, void or unenforceable the remainder of this Agreement will continue in force as though that term had not been included in it.

## **24 CONFLICTS OF INTEREST**

- 24.1 If any situation arises where there is an actual or potential conflict of interest or a perceived conflict of interest between the Councils or any of the Officers of the Councils then such conflict of interest shall be drawn to the attention of the Monitoring Officer of the relevant Council, in writing, specifying the details of the actual, potential or perceived conflict.

- 24.2 Upon receipt of written notice of such a conflict the Monitoring Officer shall advise the Monitoring Officers of the other Councils and each Monitoring Officer shall:
- 24.2.1 consider the position in relation to their own Council;
  - 24.2.2 notify the Lead Officers of the circumstances of the conflict;
  - 24.2.3 prepare recommendations for consideration by the Chief Finance Office Group as to how such a conflict may be managed or avoided or other appropriate action with a view to ensuring that Officers or the Councils are not compromised in performing their functions;
- 24.3 The Host Council shall keep a record on behalf of the Chief Finance Office Group specifying the details of all actual, potential or perceived conflicts of interest and how each one was managed or resolved.

## **25 ENTIRE AGREEMENT**

- 25.1 This Agreement sets out the whole agreement between the Councils in relation to the Services. It supersedes the existing arrangements and invalidates all other commitments, representations and warranties relating to its subject matter which any of the Councils has made orally or in writing.
- 25.2 Each of the Councils warrants that it has not entered into this Agreement on the basis of any representation made by the other except to the extent that such representation is expressly included in it (but nothing in this Clause 25 excludes any liability for fraudulent misrepresentation).

## **26 EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE**

- 26.1 Nothing in this Agreement is to require any Council to act in any way which is inconsistent with its obligations as a Local Authority.
- 26.2 Each Council subject to Clause 26.1 shall do all things and execute all further documents that the other may reasonably require to give effect to this Agreement.

## **27 NO PARTNERSHIP OR AGENCY**

- 27.1 Nothing in this Agreement is to constitute or be deemed a partnership within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other legislation concerning partnerships or limited liability partnerships.
- 27.2 No Council shall hold itself out as the agent of the other or have any authority to bind the other except to the extent that this Agreement expressly provides otherwise.

## **28 THIRD PARTIES**

- 28.1 This Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to this Agreement.

## **29 VARIATIONS**

- 29.1 Any variations to this Agreement shall only be effective where agreed in writing by all of the Councils.
- 29.2 No consents to any variation to this Agreement are required from any person who is not party to this Agreement.

## **30 ASSIGNMENT AND SUBCONTRACTING**

- 30.1 No Council may transfer, assign or pledge its rights or obligations under this Agreement.

30.2 The Host Council may subcontract any of its obligations under this Agreement with the consent of the other Councils (such consent not to be unreasonably withheld or delayed) but the Host Council is to be liable for the performance of its subcontractors

**31 GOVERNING LAW AND ENFORCEMENT**

31.1 The formation, construction, performance, validity and all aspects of this Agreement are to be governed by English law and subject to where provided otherwise under Clause 19 the Councils agree to submit to the exclusive jurisdiction of the courts of England and Wales.

31.2 The rights and remedies given by this Agreement are cumulative and do not exclude any other rights or remedies given by law or under this Agreement.

**32 NOTICES**

32.1 Notices or other communications under this Agreement will be duly served if given by and sent to the Lead Officer of each of the Councils to be served in accordance with the following table with the date of service and method of proof being as set out in it:

<b>Method of service</b>	<b>Date of service</b>	<b>Proof of service</b>
Personal delivery to the Lead Officer	Day of delivery	Proof of handing to the Lead Officer
Personal delivery of a letter addressed to the Lead Officer at the address for service.	Day of delivery if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of delivery.
First class letter addressed to the Lead Officer at the address for service.	48 hours after posting if that is a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of posting unless returned through the Post Office undelivered service within twenty one (21) days of posting.

32.2 Each Council’s address for service is the address set out at the start of this Agreement or such other address as it notifies to the other in writing.

32.3 The Lead Officer for the receipt of notices under this Agreement is the Section 151 Officer of each Council or such other person as that Council nominates by written notice to the others.

**IN WITNESS** whereof the Councils hereto have executed this Agreement as a Deed the day and year first written

**The Common Seal of** )  
**Cotswold District Council** )  
 was affixed to this Deed in the )  
 presence of and attested by: )

**Authorised Signatory**

**The Common Seal of** )  
**West Oxfordshire District Council** )  
was affixed to this Deed in the )  
presence of and attested by: )

**Authorised Signatory**

**The Common Seal of** )  
**Forest of Dean District Council** )  
was affixed to this Deed in the )  
presence of and attested by: )

**Authorised Signatory**

Executed as a Deed by )  
**THE COMMON SEAL of CHELTENHAM** )  
**BOROUGH COUNCIL** being affixed hereto and )  
authenticated by the undermentioned person )  
authorised by the Council to act for that purpose: )

**Authorised Signatory**

THE COMMON SEAL of COUNCIL )  
OF THE BOROUGH OF TEWKESBURY )  
(NORTH GLOUCESTERSHIRE BOROUGH COUNCIL) )  
was hereto affixed In the presence of: )

**Authorised Signatory**

**THE COMMON SEAL of STROUD DISTRICT** )  
**COUNCIL** being affixed hereto and )  
authenticated by the undermentioned person )  
authorised by the Council to act for that purpose:)

**Authorised Signatory**

## SCHEDULE 1 – SERVICE SPECIFICATION

### 1. GENERAL DUTIES

- 1.1. To provide a Counter Fraud and Enforcement Service to the Client (and the Council's and Client's data processors) by way of Counter Fraud and Enforcement Unit Officer(s) which could include all or some of the general duties listed at 1.1 and any further activities which the parties agree which are associated with the general duties:
1. To deter proactively, prevent and detect fraud, corruption, misuse of public funds, bribery and theft within or against the Client.
  2. To provide proactive fraud drives and reactive investigatory work to promote income generation, loss avoidance and to act as a deterrent.
  3. To undertake internal disciplinary or code of conduct investigations.
  4. To consider reputational damage and the public interest test when investigating any instances of fraud, corruption, bribery or theft.
  5. To investigate and gather evidence in relation to alleged criminal actions relating to fraud, regulatory offences or other criminal matters within the remit of a Council Officer in accordance with the Criminal Procedures and Investigations Act 1996 (CPIA).
  6. To conduct interviews under caution when appropriate in accordance with the Police and Criminal Evidence Act 1984 (PACE).
  7. To undertake any surveillance operation or obtaining any communications data, adhering to the Regulation of Investigatory Powers Act 2000 (RIPA) and the Investigatory Powers Act 2016.
  8. To undertake verification and tracing activities in relation to applications for services for example housing, grants etc. or debt recovery.
  9. To report to the appropriate Statutory Officer, Senior Officer(s) (Director or equivalent) for decisions in relation to legal proceedings.
  10. To enable the Council to apply appropriate sanctions, to include criminal proceedings, and to assist in the recovery of losses in accordance with the Council's Policies and Procedures.
  11. To prepare Civil and/or Criminal Witness Statements and appropriate Civil/Criminal paperwork for the Council and the Client's Lawyers.
  12. To attend and present evidence in the Courts, Tribunals or other as a witness for the Client.
  13. To provide recommendations to inform Policy, system and internal control improvements.
  14. To provide fraud awareness or other appropriate training and updates for staff as requested.
  15. To publicise successes where appropriate.
  16. To keep records of all cases and of all sanctions imposed and provide regular reports.
  17. To ensure clear reporting protocols with the Client's External Auditors, Internal Auditors and the Client's appropriate governance groups and Committees.



18. The Counter Fraud and Enforcement Unit Officer(s) will perform the services with due diligence, skill and care in a good and professional manner and in accordance with legislative requirements.
19. In addition to the general duties, the Counter Fraud and Enforcement Unit can undertake other tasks requested by the Council including but not limited to the specific duties listed.

## SCHEDULE 2– DATA PROCESSING AGREEMENT

### DEFINITIONS

**Authority:** means either Cheltenham Borough Council, Forest of Dean District Council, Stroud District Council, Tewkesbury Borough Council or West Oxfordshire District Council as the context requires.

**Host Authority:** means the Authority acting as Host Council under the terms of this Agreement.

**Controller:** has the meaning set out in the Data Protection Legislation.

**Data Subject:** an individual who is the subject of Personal Data.

**Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Processor or Controller under this Agreement and/or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach

**Personal Data Breach:** has the meaning set out in the Data Protection Legislation and relates only to personal data, or any part of such personal data, of which the Authority is the Controller and in relation to which the Host Authority is providing services under this Agreement.

**Personal Data:** has the meaning set out in the Data Protection Legislation and relates only to personal data, or any part of such personal data, of which the Authority is the Data Controller and in relation to which the Host Authority is providing services under this Agreement.

**Processing and process:** have the meaning set out in the Data Protection Legislation.

**Processor:** has the meaning set out in the Data Protection Legislation.

**Protective Measures:** appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

### DEFINITIONS

#### 1. Obligations of the Processor

- 1.1. The Authority and the Host Authority acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Host Authority is the Processor of any Personal Data.
- 1.2. The Host Authority shall process the Personal Data provided by the Controller only to the extent, and in such a manner, as is necessary for the purposes specified in the Appendix to this Schedule and in accordance with the Authority's instructions from time to time and shall not process the Personal Data for any other purpose. The Host Authority will keep a record of any processing of Personal Data it carries out on behalf of the Authority.
- 1.3. The Host Authority shall promptly comply with any request from the Authority requiring the Host Authority to amend, transfer or delete the Personal Data.
- 1.4. In the event that the Host Authority is required to collect Personal Data on behalf of the Authority, the Host Authority shall only collect Personal Data via a suitable form approved by the Authority in advance of its use which will contain a privacy notice informing the Data Subject of the identity of the Controller and the Processor, the identity of any data protection representative it may have appointed, the purpose or purposes for which the Data Subject's Personal Data will be processed and any other

information required under the Data Protection Legislation and any other information which is deemed necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair. The Host Authority shall not modify or alter the form in any way without the prior written consent of the Authority.

- 1.5. If the Host Authority receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation, it shall immediately notify the Authority and it shall provide the Authority with full co-operation and assistance in relation to any such complaint, notice or communication including providing the Authority with full details and copies of the complaint, communication or request and providing such assistance in a timely manner so as the Authority can comply within the timescales set out in the Data Protection Legislation;
- 1.6. At the Authority's request, the Host Authority shall provide the Authority with a copy of all Personal Data held by it in the format and on the media reasonably specified by the Authority.
- 1.7. The Host Authority shall not transfer the Personal Data outside the UK without the prior written consent of the Authority.
- 1.8. The Host Authority will promptly and without undue delay notify the Authority if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Host Authority will restore such Personal Data within its control at its own expense.
- 1.9. The Host Authority will immediately and without undue delay notify the Authority if it becomes aware of:
  - a) any accidental, unauthorised or unlawful processing of the Personal Data; or
  - b) any Personal Data Breach.
- 1.10. Where the Host Authority becomes aware of (a) and/or (b) above, it shall, without undue delay, also provide the Authority with the following information:
  - a) description of the nature of (a) and/or (b), including the categories and approximate number of both Data Subjects and Personal Data records concerned;
  - b) the likely consequences; and
  - c) description of the measures taken, or proposed to be taken, to address (a) and/or (b), including measures to mitigate its possible adverse effects.
- 1.11. Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. The Host Authority will reasonably co-operate with the Authority in the Authority's handling of the matter, including:
  - a) assisting with any investigation;
  - b) providing the Authority with physical access to any facilities and operations affected;
  - c) facilitating interviews with the Host Authority's employees, former employees and others involved in the matter;
  - d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Authority; and

- e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or unlawful Personal Data processing.
- 1.12. The Host Authority will not inform any third party of any Personal Data Breach without first obtaining the Authority's prior written consent, except when required to do so by law.
- 1.13. The Host Authority agrees that the Authority has the sole right to determine:
- a) whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Authority's discretion, including the contents and delivery method of the notice; and
  - b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 1.14. The Host Authority will cover all reasonable expenses associated with the performance of the obligations under clause 1.9 and clause 1.11 unless the matter arose from the Authority's specific instructions, negligence, wilful default or breach of this Agreement, in which case the Authority will cover all reasonable expenses.
- 1.15. The Host Authority will also reimburse the Authority for actual reasonable expenses that the Authority incurs when responding to a Personal Data Breach to the extent that the Host Authority caused such a Personal Data Breach, including all costs of notice and any remedy as set out in clause 1.13.
- 1.16. The Host Authority will at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data, and periodically review such measures to ensure they remain current and complete.
- 1.17. The measures under 1.16 above will be implemented so as to ensure a level of security appropriate to the risk involved including as appropriate:
- a) the pseudonymisation and encryption of personal data;
  - b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
  - d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

## **2. The Host Authority's Employees**

- 2.1. The Host Authority shall ensure that access to the Personal Data is limited to:
- a) those employees who need access to the Personal Data to meet the Host Authority's obligations under this Agreement; and
  - b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.
- 2.2. The Host Authority shall ensure that all employees:

- a) Do not process Personal Data except in accordance with this Agreement and particularly the appendix to this Schedule
  - b) are informed of the confidential nature of the Personal Data;
  - c) have undertaken adequate training in the laws relating to and the use, care, protection and handling of Personal Data; and
  - d) are aware both of the Host Authority's duties and their personal duties and obligations under such laws and this Agreement.
- 2.3. The Host Authority shall take reasonable steps to ensure the reliability of any of the Host Authority's employees who have access to the Personal Data.

### **3. Rights of the Data Subject**

- 3.1. The Host Authority shall notify the Authority within 1 working day if it
- a) Receives a request from a Data Subject for access to that person's Personal Data.
  - b) Receives a request to rectify, block or erase any Personal Data;
  - c) Receives any other request, complaint or communication relating to either party's obligations under Data Protection Legislation
- 3.2. The Host Authority shall provide the Authority with full co-operation and assistance in relation to any request made in accordance with clause 3.1.
- 3.3. The Host Authority shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Authority or as provided for in this Agreement.

### **4. Rights of the Authority**

- 4.1. The Authority is entitled, on giving at least 2 days' notice to the Host Authority, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Host Authority.
- 4.2. The requirement under clause 4.1 to give notice will not apply if the Authority believes that the Host Authority is in breach of any of its obligations under this Agreement.
- 4.3. The Host Authority shall notify the Authority within 1 working day if it;
- a) Receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - b) Receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law.
- 4.4. The Host Authority shall provide such assistance as is reasonably requested by the Authority to enable the Authority to;
- a) comply with a Data Subject Access Request and do so within the timescales set out in the Data Protection Legislation; or
  - b) Review and answer with any request for information from the Information Commissioner's Office or other third party following a Data Loss Event; or
  - c) answer any request from the Information Commissioner's Office or any consultation by the Authority with the Information Commissioner's Office.

### **5. Warranties**

- 5.1. The Host Authority warrants that:
- a) it will process the Personal Data in compliance with all the Data Protection Legislation and all applicable laws, enactments, regulations, orders, standards and other similar instruments; and

b) it will take appropriate Protective Measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data.

5.2. The Host Authority shall notify the Authority immediately if it becomes aware of any advance in technology and methods of working which mean that the Authority may want to consider revising its security measures.

## **6. Appointment of sub-Contractors**

6.1. Before allowing any Sub-Contractors to process any Personal Data related to this Agreement, the Host Authority must:

- a) Notify the Authority in writing of the intended Sub-Contractor and Processing;
- b) Obtain the written consent of the Authority
- c) Enter into a written agreement with the Sub-Contractor which give effect to the terms of this Schedule such as they apply to the Sub-Contractor; and
- d) Provide the Authority with such information about the Sub-Contractor as the Authority may reasonably require.

6.2. The Host Authority shall remain fully liable for all acts and omissions of any Sub-Contractor

## **7. Return or Destruction of Personal Data on Termination**

7.1. On any termination of this agreement for any reason or on expiry of the Term the Host Authority shall as soon as reasonably practicable return or destroy (as directed in writing by the Authority) all Personal Data provided to it by the Authority or collected by the Host Authority on behalf of the Authority in connection with this Agreement.

7.2. If the Authority elects for destruction rather than return of the materials under clause 7.1 above, the Host Authority shall as soon as reasonably practicable ensure that all copies of the Personal Data are deleted from the Host Authority's systems and paper copies destroyed and within 7 days of the destruction of the Personal Data, shall send a written notice to the Authority confirming the destruction of the Personal Data.

## Appendix - Purposes for which Personal Data shall be Processed

All data will be processed in accordance with the six principles of the Data Protection Act 2018. In summary, personal data for law enforcement purposes must be:

- (i) processed lawfully and fairly;
- (ii) obtained and held only for the purposes specified, which must be explicit, legitimate and not processed in a manner incompatible with the law enforcement purpose for which it was collected;
- (iii) only held when adequate, relevant and not excessive in relation to the purpose;
- (iv) accurate and, where necessary, kept up-to-date and if inaccurate is erased or rectified without delay;
- (v) held for no longer than necessary with appropriate time limits established for periodic review;
- (vi) processed in a manner that ensures appropriate security using technical or organisational measures, to include measures against unauthorised or unlawful processing and against accidental loss, destruction or damage.

Description	Details
Subject matter of the processing	Provision of counter fraud and enforcement activities
Duration of the processing	For the term of this agreement and any extensions agreed between the parties in accordance with this agreement
Nature and purposes of the processing	Prevention and detection of fraud pursuant to powers under various legislative provisions
Type of Personal Data	All types of personal data including special categories of personal data, including but not limited to <ul style="list-style-type: none"> <li>• Name</li> <li>• Gender</li> <li>• Address</li> <li>• Contact details such as telephone numbers and email address</li> <li>• Date of birth</li> <li>• National Insurance Number</li> <li>• Details about family and relationship circumstances</li> <li>• Details about your involvement with a Council</li> <li>• Health records</li> <li>• Political affiliations</li> <li>• Racial or ethnic information</li> <li>• Religious or philosophical beliefs</li> <li>• Criminal conviction data</li> </ul>
Categories of Data Subject	individuals, staff of the Councils, suppliers or prospective suppliers to the Councils, councillors,
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Host Authority will return to the relevant Authority all data held on its behalf either once the processing is complete (in accordance with the Host Authority's data retention schedule) or at the end of the agreement or an agreed extension to the agreement

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Council name	<b>COTSWOLD DISTRICT COUNCIL</b>
Name and date of Committee	<b>CABINET 9 JANUARY 2025</b>
Subject	<b>APPROVAL OF POLICIES FOR THE CORINIUM MUSEUM</b>
Wards affected	All,
Accountable member	Councillor Paul Hodgkinson Cabinet Member for Health, Culture, and Visitor Experience Email: <a href="mailto:Paul.Hodgkinson@cotswold.gov.uk">Paul.Hodgkinson@cotswold.gov.uk</a>
Accountable officer	Joseph Walker Head of Economic Development and Communities Email: <a href="mailto:Joseph.Walker@Cotswold.gov.uk">Joseph.Walker@Cotswold.gov.uk</a>
Report author	Stuart Wilson Leisure Contracts Lead Email: <a href="mailto:Democratic@Cotswold.gov.uk">Democratic@Cotswold.gov.uk</a>
Summary/Purpose	To review and approve the Collections and Human Remains Policies of the Corinium Museum, and to agree a delegation to the Cabinet Member for Health, Culture and Visitor Experience.
Annexes	Annex A – Collections Policy Annex B – Human Remains Policy
Recommendation(s)	That Cabinet resolves to: <ol style="list-style-type: none"> <li>1. Approve the Collections and Human Remains Policies of the Corinium Museum;</li> <li>2. Delegate authority to the Cabinet member for Health, Culture, and Visitor Experience to determine accession and deaccession requests and agree the Museum’s Forward Plan.</li> </ol>
Corporate priorities	<ul style="list-style-type: none"> <li>• Delivering Good Services</li> <li>• Supporting Communities</li> <li>• Supporting the Economy</li> </ul>
Key Decision	NO



**COTSWOLD**

District Council

Exempt	NO
Consultees/ Consultation	The Policies have been prepared by the Museum Director and Museum support team, taking account of the requirements for Museum best practice.



## **1. EXECUTIVE SUMMARY**

- 1.1** In order to retain accreditation, the Corinium Museum Service (CMS) is required to operate in line with a number of policies. These policies need to conform with sector best practice, and are subject to periodic review. They must be signed off by Cotswold District Council as the Governing Body for the Museum. This report introduces two revised policies, the Collections Policy and the Human Remains Policy.
- 1.2** The Collections Policy contains the procedures the Museum will follow in acquiring artefacts, a process known as 'accession' and for disposing of artefacts; 'deaccession'. The Policy vests this decision with the Governing Body, Cotswold District Council. This report proposes a delegation to the Cabinet Member for Health, Culture, and Visitor Experience, as an appropriate mechanism to balance timely decision-making and necessary oversight.

## **2. BACKGROUND**

- 2.1** The Corinium Museum is a highly acclaimed museum, showcasing local history and Romano-British life. It is vitally important that the Museum retains its status as an accredited Museum. This is important in terms of maintaining the Museum's reputation, and by extension, that of the Council as its Governing Body. Retaining accreditation is a requirement upon Freedom Leisure in the terms of the Culture contract. Furthermore, accreditation is also important in attracting grant funding, helping to maintain and refresh the Museum's offer.
- 2.2** In order to retain its accreditation, the Museum must operate within recognised sectoral best practice, which is in part evidenced by having the appropriate policies. These have been drafted and reviewed periodically by the Council. Following changes nationally to recognised best practice, the CMS have submitted two revised policies for the Council's consideration.

## **3. COLLECTIONS POLICY**

- 3.1** Attached at Annex A is a revised Collections Policy. This is based on the existing, approved policy, amended to reflect sectoral best practice, as expressed in the 'Spectrum' standards. The Policy covers the rationale and process for acquiring new artefacts, and the circumstances where artefacts may be disposed of.



- 3.2** Over the passage of time, more artefacts will be unearthed or owners seek to transfer to the Museum, and the collection would grow; the accession, conservation and storage of artefacts, whether or not they are displayed, is a significant burden on the sector, including the Corinium Museum. The collections policy enables the CMS to be strategic in its acquisitions, focusing on its core collections.
- 3.3** The policy also covers the process of disposals. The ethical consensus on museum disposal has shifted from, in the words of the Museums Association, a 'strong presumption' against disposing of accessioned objects to acknowledging that 'responsible disposal takes place as part of a museum's long-term collections development policy and starts with a curatorial review.' Financially-motivated disposal is still considered unethical and is likely to result in sanctions from professional and funding bodies. The annexed policy is clear that disposal will not be undertaken simply for financial reasons, but allows for the rationalisation of artefacts to focus on the Museum's core collections. The utilisation of sector best practice and the professional expertise within the CMS will ensure a robust process, and the ultimate decision will continue to sit with Cotswold District Council.

#### **4. HUMAN REMAINS POLICY**

- 5.** Human remains have a unique status, are often of high research value, and should be treated with dignity and respect. Given this sensitivity, there is a strong statutory and national guidance backdrop which has been taken into account in the drafting of this policy, attached at Annex B. The collections contain approximately 1400 human remains. Where human remains form part of an exhibition, either long or short-term, they will be displayed in a culturally appropriate, sensitive and informative manner and will always be accompanied by explanatory and contextual interpretation. Display of human remains for aesthetic or artistic purposes alone will not be permitted. The acquisition or disposal of human remains will be subject to the collections policy, along with extra considerations covered in the policy.



## **6. CABINET MEMBER DELEGATION**

- 6.1** Current Museum Policies, and the new policies annexed today for consideration, vest decision-making in the Council as the Governing Body. Currently there are no specific delegations relating to museum activity, so all decisions sit with Cabinet.
- 6.2** The periodical review of policies sits well with Cabinet, as a relatively infrequent and strategic decision. However, decisions derived from the implementation of these policies could be delegated. This should include decisions on the accession or deaccession of artefacts. The policy is very clear on what grounds such decision should be made, and decisions may be time sensitive. A delegation to the Cabinet Member for Health, Culture, and Visitor Experience would enable timely decisions, whilst ensuring due process and scrutiny.
- 6.3** It should be noted that the Constitution caps the value of property disposal and acquisition delegations to Cabinet Members at £250,000. Given the value of museum artefacts is better expressed in terms of their historical significance, it is often difficult to ascribe a financial value. Moreover, acquisition and disposals will often be through a gifting process rather than sale, so there is unlikely to be a clear valuation. As noted above, financially-motivated disposal is considered unethical and is likely to result in sanctions from professional and funding bodies. It is unlikely that many artefacts that the Museum would seek to dispose of will overtop the £250,000 ceiling, but in such an event, the decision would revert to Cabinet.
- 6.4** Similarly, decisions on operational priorities, expressed through the Museum's Forward Plan, should also sit with the Cabinet Lead.

## **7. ALTERNATIVE OPTIONS**

- 7.1** While the Council has the authority to suggest amendments to the submitted policies, there is no clear alternative option to the approval of revised policies required by the Museum.
- 7.2** Cabinet could reserve the authority to make accession and deaccession decisions, but this could make the operation of the Collections Policy less dynamic than might be possible through a delegation, and thus at odds with developing practice within the museum sector.



## **8. CONCLUSIONS**

- 8.1** Cabinet is asked to review the proposed policies and approve them for use by the Corinium Museum
- 8.2** Cabinet is asked to agree a delegation to the Cabinet Member for Health, Culture, and Visitor Experience to enable timely operational decisions, on accessions, deaccessions and the forward plan.

## **9. FINANCIAL IMPLICATIONS**

- 9.1** The policies presented are essentially updated versions of the extant policies, so operationally should not create additional financial burdens
- 9.2** There are no financial implications to create a Cabinet Member delegation.

## **10. LEGAL IMPLICATIONS**

- 10.1** The purpose of this report is to assist the Council in fulfilling its role as the Governing Body of the Corinium Museum.
- 10.2** It should be noted that decisions on accessions and deaccessions may be legally complex. A Cabinet Member delegation, rather than alternative delegation, offers the assurance that any report will require sign-off by the Legal Team.

## **11. RISK ASSESSMENT**

- 11.1** Should updated policies as presented not be approved, the Museum would not be operated under the latest guidance. Long term, this would imperil the Museum's accreditation.

A robust approach to accession and deaccession is required to protect the Museum's collection. The Collections Policy sets out a clear process and rationale, so it is appropriate for decisions guided by this process to be delegated. Conversely, too light a touch would be potentially more detrimental. It is considered that a Cabinet Member delegation ensures decision-making in the public eye, with oversight from the Council's scrutiny function, striking the right balance to support the operation of the Museum.

## **12. EQUALITIES IMPACT**

- 12.1** Not applicable



**13. CLIMATE AND ECOLOGICAL EMERGENCIES IMPLICATIONS**

**13.1** Not applicable

**14. BACKGROUND PAPERS**

None

(END)

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# Collections Development Policy 2024-2029



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**COTSWOLD MUSEUM SERVICE  
CORINIUM MUSEUM, CIRENCESTER  
RESOURCE CENTRE, NORTHLEACH**

**Name of Governing Body:** COTSWOLD DISTRICT COUNCIL

**Policy review procedure:** *The Collections Development Policy will be published and reviewed at the point of national or sector guidance changes and at least once every five years.*

**Date Policy approved by Governing Body:**

**Date Policy is due for renewal:** 2029

*Arts Council England will be notified of any changes to the Collections Development Policy, and the implications of any such changes for the future of collections.*

- 1. Statement of Purpose:** To collect, preserve, and interpret collections from the Cotswold District for public engagement.

## **2. AN OVERVIEW OF CURRENT COLLECTIONS**

Cotswold Museum Service (CMS) cares for and enables access to archaeological, paper ephemera and social history collections mainly from the Cotswold District. These collections are of the highest heritage merit and are significant both nationally and internationally. They span four distinct groups: Archaeology, Social History, Costume, Photographs and Paper Ephemera.

### **Archaeological Collections**

The Archaeological Collection constitutes 55% of the entire CMS Collection.

#### **Prehistory**

CMS houses material from the Palaeolithic period to the end of the Iron Age including the internationally important Neolithic Hazleton archive. This material is supported by the Bronze Age archives from Cotswold Community and Shorncote, Somerford Keynes; Blenheim Farm, Moreton-in-Marsh; Kingshill North and Poulton, Cirencester; Bourton-on-the-Water; and Lechlade. CMS also holds nationally important archives from the excavations of the Iron Age settlements at Bourton-on-the-Water; Fairford Claydon Pike and Thornhill Farm, Fairford; The Ditches; and Bagendon. These are particularly significant, not least in that they provide an immediate regional context for the Romano-British material.

#### **Romano-British**

CMS has one of the finest and most extensive Romano-British collections in the country. Large scale excavation was conducted by the Cirencester Excavation Committee during the 1960s and 1970s producing a nationally important body of material. The collection relates to both the town of Cirencester, Corinium was the second largest town in Roman Britain, and its hinterland. Of particular note are the collections of sculpture, mosaics, numismatics, domestic material, military fittings, and assemblages from the cemetery sites.



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**Anglo-Saxon**

The collection consists of post-Roman material from within and immediately around the town. This includes the 5<sup>th</sup> and 6<sup>th</sup> century cemetery archive from Barton Farm, the 6<sup>th</sup> century material from Kemble and the nationally important cemetery archive from Butlers Field, Lechlade. This latter cemetery was excavated in 1985 and the archive includes over 200 burials, inhumations and cremations.

**Medieval**

The Medieval collections come predominantly from excavations conducted across Cirencester. During the 1960s the Cirencester Excavation Committee excavated the Abbey of St Mary, one of the wealthiest Augustinian houses in Britain. The medieval collections particularly the sculpture from the Abbey, reflect the status and wealth of both abbey and town.

**Post Medieval**

This collection reflects the fortunes of the town and the surrounding district during the 17<sup>th</sup> and 18<sup>th</sup> centuries. Although the scene of only one pitched battle, the Cotswolds was widely contested during the Civil War. The resultant political, social and economic uncertainty is reflected in the collections by two major Civil War coin hoards from Weston Sub-edge and Ampney St. Mary.

**Social History Collections**

The Social History Collection constitutes 30% of the entire CMS Collection.

This collection consists of a range of rural life, domestic, social and industrial material from the Cotswolds and wider Gloucestershire area. The basis of this collection is the pre-eminent Lloyd Baker Collection which includes wagons, horse drawn farm implements, hand and craft tools. The objects are predominately of Victorian and Edwardian origin.

**Photographs and Paper Ephemera Collections**

The Photograph and Paper Ephemera Collection constitutes 10% of the entire CMS Collection.

This collection covers country life in the Cotswolds, architecture and life in the villages and towns, as well as transport and people. The collection dates from 1880 to the present day.

**The Costume Collections**

The Costume Collection constitute 5% of the entire CMS Collection.

Small, but all of local Cotswold provenance and in excellent condition, the textiles reflect both urban dwelling and agricultural work, with a good collection of day clothes, smocks, wedding dresses and accessories. The collection dates from 1800 to the present day.



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### 3. THEMES AND PRIORITIES FOR FUTURE COLLECTING

The area of authority of the policy shall be the administrative area of Cotswold District Council (as amended from 1 April 1991).

Acquisition is the process of obtaining responsibility for an item, associated due diligence, rights management and transfer of title.

In addition to items acquired for formal accession into the CMS Collection, other items may be acquired to support CMS learning activities. The **Education Collection** consists of objects specifically chosen for handling and teaching purposes. It is a mixture of accessioned objects and replica objects. It is stored separately from the CMS Collection.

Accession is a status afforded to those items that CMS deems to be of such significance that they merit permanent retention and preservation. Acquisition to all categories of the CMS Collection must demonstrate strong relevance to the Cotswolds.

The Cotswold Museum Service (CMS) will continue to develop specialised collections in the following subject areas:

- *Archaeology*
- *Historic photographs, prints drawings and illustrations of all dates depicting Cotswold scenes*
- *Social history objects of unique or intrinsic value to the collection only*
- *Costume or textiles of unique or intrinsic value to the collection only*

#### Archaeology

Collection of archaeological material of all periods and types provenanced from the administrative area of Cotswold District Council. Collection of archaeological material, especially of Prehistoric, Romano-British and Medieval date from the historic town of Cirencester.

The Corinium Museum at Cirencester is recognised as a major archive of archaeological material and throughout its history has concentrated upon in-depth collections from the local area. Since 1974, CMS has developed a similar policy for the Cotswold District, in association with neighbouring museums. The collections include major deposits, such as Cirencester Excavation Committee (1958- 88); Barnsley Park (1969-71); Hazleton (1979-82); Butler`s Field, Lechlade (1985); Fairford Claydon Pike (1981-4); Cotswold Community, Somerford Keynes (1999-2005); Kingshill North, Cirencester (2006 & 2008); Bourton Business Park, Bourton-on-the-Water; Bridge`s Garage (2011) and St. James`s Place, Cirencester (2015). This process continues with all archaeological units excavating within the District depositing under the terms of the guidelines for the Gloucestershire Archaeological Archive Standard (2021).

All associated archives of finds, records and documentation from archaeological excavations, research and fieldwork undertaken by voluntary, professional and commercial bodies and individuals within the Council's administrative area, including the acquisition of such finds, records and documentation transferred from other museums or archives.



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### Photographs, Drawings and Prints

A representative collection of historical photographs, prints, drawings and illustrations of all dates depicting Cotswold or related scenes. Art and prints of Cirencester and the surrounding area are collected by the Bingham Trust.

### Social History

CMS will only collect social history objects of unique or intrinsic value to the existing collection.

CMS will only collect costume or textile objects of unique or intrinsic value to the existing collection.

### The Cotswold Museum Service (CMS) does not collect

Due to limited resources and display facilities CMS will not collect rural life material.

Prison history material.

Fine art, decorative art, furniture or architectural fittings (except where it has a specific connection with the material listed under Section 2).

Natural history material, whether botanical or biological, including environmental records.

Geological and paleontological specimens.

## 4. THEMES AND PRIORITIES FOR RATIONALISATION AND DISPOSAL

CMS recognises that the principles on which priorities for rationalisation and disposal are determined will be through a formal review process that identifies which collections are included and excluded from the review. The outcome of review and any subsequent rationalisation will not reduce the quality or significance of the collection and will result in a more useable, well managed collection.

The procedures used will meet professional standards. The process will be documented, open and transparent. There will be clear communication with the Governing Body for the collection and key stakeholders about the outcomes and the process.

The disposal strategy of objects in the collections of CMS will be motivated by curatorial reasons (See 13.g to 13.o). The museum will not undertake disposal motivated principally by financial reasons.

The priority for rationalisation and disposal of objects in the CMS collections is:

CMS intends to conduct a programme of review and rationalisation in relation to the Social History Collection.

The museum has undertaken a review and rationalisation of its un-accessioned paper ephemera and social history collections.



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## 5. LEGAL AND ETHICAL FRAMEWORK FOR ACQUISITION AND DISPOSAL OF ITEMS

CMS recognises its responsibility to work within the parameters of the Museum Association Code of Ethics when considering acquisition and disposal.

CMS will assert title in all its collections. It will formally agree terms of copyright and reproduction rights with the copyright holders, where appropriate.

CMS will ensure sign off by the Governing Body (Cotswold District Council members) before disposing of objects in its collections.

## 6. LIMITATIONS ON COLLECTING

CMS recognises its responsibility, in acquiring additions to its collections, to ensure that care of collections, documentation arrangements and use of collections will meet the requirements of the Accreditation Standard. It will consider limitations on collecting imposed by such factors as inadequate staffing, storage and care of collections arrangements.

## 7. COLLECTING POLICIES OF OTHER MUSEUMS

CMS will research the collecting policies of other museums and other organisations collecting in the same or related areas or subject fields. It will consult with these organisations where conflicts of interest may arise or to define areas of specialisms, in order to avoid unnecessary duplication and waste of resources.

Specific reference is made to the following museums:

- The Wilson, Cheltenham's Art Gallery & Museum
- Gloucester Museum Service
- Museum in the Park, Stroud
- Tetbury Police Museum
- Court Barn, Chipping Campden
- Swindon Museum Service
- Devizes Museum
- Oxfordshire Museum Service
- The Bingham Library Trust

## 8. ACQUISITIONS NOT COVERED BY THE POLICY

Acquisitions outside the current stated policy will only be made in very exceptional circumstances, and then only after proper consideration by the Governing Body of the museum itself, having regard to the interests of other museums.



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## 9. ACQUISITION PROCEDURES

a. CMS will exercise due diligence and make every effort not to acquire, whether by purchase, gift, bequest or exchange, any work of art, object or specimen unless the Governing Body or responsible officer is satisfied that the museum can acquire a valid title to the item in question.

b. In particular, CMS will not acquire any object or specimen unless it is satisfied that the object or specimen has not been acquired in, or exported from, its country of origin (or any intermediate country in which it may have been legally owned) in violation of that country's laws. (For the purposes of this paragraph 'country of origin' includes the United Kingdom).

c. In accordance with the provisions of the UNESCO 1970 Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, which the UK ratified with effect from November 1<sup>st</sup> 2002, and the Dealing in Cultural Objects (Offences) Act 2003, CMS will reject any items that have been illicitly traded. The Governing Body will be guided by the national guidance on the responsible acquisition of cultural property issued by the Department for Culture, Media and Sport in 2005.

d. CMS will not acquire any biological, paleontological or geological material.

e. CMS will not acquire archaeological material (including excavated ceramics) in any case where the Governing Body or responsible officer has any suspicion that the circumstances of their recovery involved a failure to follow the appropriate legal procedures. In England, Northern Ireland and Wales the procedures include reporting finds to the landowner or occupier of the land and to the proper authorities in the case of possible treasure as defined by the Treasure Act 1996.

f. Any exceptions to the above clauses will only be made because the CMS is either:

Acting as an externally approved repository of last resort for material of local (UK) origin; or

Acquiring an item of minor importance that lacks secure ownership history but in the best judgement of experts in the field concerned has not been illicitly traded; or

Acting with the permission of authorities with the requisite jurisdiction in the country of origin; or

In possession of reliable documentary evidence that the item was exported from its country of origin before 1970

In these cases CMS will be open and transparent in the way it makes decisions and will act only with the express consent of an appropriate outside authority.

g. As CMS holds or intends to acquire human remains from any period, it will follow the procedures in the "Guidance for the care of human remains in museums" issued by DCMS in 2005.

## 10. SPOILATION

The Museum Service will use the statement of principles 'Spoilation of Works of Art during the Nazi, Holocaust and World War II period': issued for non-national museums in 1999 by the Museums and Galleries Commission.



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## 11. REPATRIATION AND RESTITUTION OF OBJECTS AND HUMAN REMAINS

CMS Governing Body, acting on the advice of the Museum’s professional staff, may take a decision to return human remains unless covered by the “Guidance for the care of human remains in museums” issued by DCMS in 2005, objects or specimen’ to a country or people of origin. The museum will take such decisions on a case by case basis, within its legal position and considering all ethical implications and available guidance. This will mean that the procedures described in 13a–13d, 13g and 13o below will be followed but the remaining procedures are not applicable.

The disposal of human remains from museums in England, Northern Ireland and Wales will follow the procedures in the “Guidance for the care of human remains in museum”. CMS maintains a Policy for the Care of Human Remains (2017).

## 12. MANAGEMENT OF ARCHIVES

As the museum holds archives, including photographs and printed ephemera, its Governing Body will be guided by the Code of Practice on Archives for Museums and Galleries in the United Kingdom (3rd ed., 2002).

## 13. DISPOSAL PROCEDURES

### Disposal preliminaries

- a. The Governing Body will ensure that the disposal process is carried out openly and with transparency.
- b. By definition, CMS has a long-term purpose and holds collections in trust for society in relation to its stated objectives. The Governing Body therefore accepts the principle that sound curatorial reasons for disposal must be established before consideration is given to the disposal of any items in the museum’s collection.
- c. CMS will confirm that it is legally free to dispose of an item and agreements on disposal made with donors will be considered.
- d. When disposal of a museum object is being considered, CMS will establish if it was acquired with the aid of an external funding organisation. In such cases, any conditions attached to the original grant and a proportion of the proceeds if the item is disposed of by sale.

### Motivation for disposal and method of disposal

- e. When disposal is motivated by curatorial reasons the procedures outline in paragraphs 13.g to 13.t will be followed and the method of disposal may be by gift, sale or exchange or as a last resort – destruction.
- f. The museum will not undertake disposal motivated principally by financial reasons.



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### **The disposal decision-making process**

g. Whether the disposal is motivated either by curatorial or financial reasons, the decision to dispose of material from the collections will be taken by the Governing Body only after full consideration of the reasons for disposal. Other factors including the public benefit, the implications for CMS collections and collections held by museums and other organisations collecting the same material or in related fields will be considered. External expert advice will be obtained and the views of stakeholders such as donors, researchers, local and source communities and others served by CMS will also be sought.

### **Responsibility for disposal decision-making**

h. A decision to dispose of a specimen or object, whether by gift, exchange, sale or destruction (in the case of an item too badly damaged or deteriorated to be of any use for the purposes of the collections or for reasons of health and safety), will be the responsibility of the Governing Body of the CMS acting on the advice of the curatorial staff, and not the curator of the collections acting alone.

### **Use of proceeds of sale**

i. Where applicable, any monies received by CMS Governing Body from the disposal of items will be applied for the benefit of the collections. This normally means the purchase of further acquisitions but in exceptional cases improvements relating to the care of collections in order to meet or exceed Accreditation requirements mitigating the risk of damage to and deterioration of the collections may be justifiable. Any monies received in compensation for the damage, loss or destruction of items will be applied in the same way. Advice on those cases where the monies are intended to be used for the care of collections will be sought from the Arts Council England.

j. The proceeds of a sale will be ring-fenced so it can be publicly demonstrated that they are spent in a manner compatible with the requirements of the Accreditation standard. Money must be restricted to the long-term sustainability, use and development of the collection.

### **Disposal by gift or sale**

k. Once a decision to dispose of an item has been taken with approval by the Governing Body, priority will be given to retaining the item within the public domain, unless it is to be destroyed. It will therefore be offered first, by exchange, gift or sale to Accredited Museums likely to be interested in its acquisition.

l. If the material is not acquired by any Accredited Museum to which it was offered directly, then the museum community at large will be advised of the intention to dispose of material. This will normally be through an announcement in the Museums Association's Museums Journal and other specialist journals publications and websites (where appropriate).

m. The announcement relating to gift or sale will indicate the number and nature of the specimens or objects involved, and the basis on which the material will be transferred to another institution. Preference will be given to expressions of interest from other Accredited Museums. A period of at least two months will be allowed for an interest in acquiring the material to be expressed. At the end of this period, if no expressions of interest have been



received, CMS may consider disposing of the material to other interested individuals and organisations giving priority to organisations in the public domain.

### **Disposal by exchange**

n. CMS will not dispose of items by exchange

### **Disposal by destruction**

o. If it is not possible to dispose of an object through transfer or sale, the Governing Body may decide to destroy it.

p. It is acceptable to destroy material of low intrinsic significance (duplicate mass-produced articles or common specimens which lack significant provenance) where no alternative method of disposal can be found.

q. Destruction is also an acceptable method of disposal in cases where an object is in extremely poor condition, has high associated health and safety risks or is part of an approved destructive testing request identified in an organisation's research policy.

r. Where necessary, specialist advice will be sought to establish the appropriate method of destruction. Health and safety risk assessments will be carried out by trained staff where required.

s. The destruction of objects should be witnessed by an appropriate member of the museum workforce. In circumstances where this is not possible, e.g. the destruction of controlled substances, a police certificate should be obtained and kept in the relevant object history file.

### **Documenting disposal**

t. Full records will be kept of all disposal decisions and the items involved and proper arrangements made for the preservation and/or transfer, as appropriate, of the documentation relating to the objects concerned, including photographic records where practicable in accordance with SPECTRUM Procedure on deaccession and disposal.



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# Human Remains Policy

## 2024-2029



## HUMAN REMAINS POLICY

COTSWOLD MUSEUM SERVICE  
CORINIUM MUSEUM, CIRENCESTER  
RESOURCE CENTRE, NORTHLEACH

Date approved by the governing body: awaiting approval

Date Policy is due for renewal: 2029

### Introduction

This Policy sets the principles governing the holding, display, care for and study of human remains held by the Museum according to the recommendations of the Code of Practice published by the Department for Culture, Media and Sport (DCMS) in October 2005. The Code of Practice was developed to provide guidance to museums in relation to the Human Tissue Act 2004. This Policy will be reviewed from time to time, at least once every five years.

### Definitions

In this Policy the following words and expressions shall have the following meanings:

- “Code of Practice” means *Guidance for the Care of Human Remains in Museums*, published by the Department for Culture Media and Sport in October 2004;
- “Museum” means Cotswold Museum Service to include the Corinium Museum and the Resource Centre;
- “Collection” means the whole or any part of the collection of the Cotswold Museum Service;
- “District” means the Cotswold District. A local government district in Gloucestershire, England.
- “Human Remains” means the bodies, parts of bodies and cremated remains, of once living people from the species *Homo sapiens sapiens* (defined as individuals who fall within the range of anatomical forms known today and in the recent past). In this policy human remains include:
- (i) osteological material (whole or part skeletons, individual bones or fragments of bone and teeth);
  - (ii) soft tissue including organs and skin, and slide preparations of human tissue;
  - (iii) any of the above, that may have been modified in some way by human skill and/or may be bound-up with non-human materials, to form an artefact composed of several materials; and
  - (iv) artworks composed of human bodily fluids or soft tissue;

However, human teeth, hair and nails, being essentially body parts shed during a lifetime, are not normally considered by the Museum to be subject to the principles set out in this Policy.



In the Human Tissue Act 2004, 'relevant material' is defined as:

- (1) In this Act, "relevant material" means material, other than gametes, which consists of or includes human cells.
- (2) In this Act, references to relevant material from a human body do not include-
  - (a) embryos outside the human body, or
  - (b) hair and nail from the body of a living person.

It is believed that the Museum holds no remains that are covered by the Human Tissue Act 2004.

## **Principles**

This Policy covers the following areas recommend by the Code of Practice:

- Acquisition
- Loans
- Storage, conservation and collections management
- Display
- Access, research and educational use
- Claims for return of human remains and de-accessioning
- Images

Human remains have a unique status, are often of high research value, and should be treated with dignity and respect. The study of human remains provides one of the most direct and insightful sources of information on the varied ways different societies have conceived of death and disposed of the remains of the dead. In addition to furthering the public understanding of other cultures, human remains in museum collections help advance important research in fields such as archaeology, human biology, palaeoepidemiology, the history of disease, bioarchaeology, physical anthropology, forensics and genetics.

The purpose of this Policy is to lay out professional standards concerning the collection, care for, study and use of human remains held as part of the Collection. The Collection contain approximately 1400 human remains. The majority of these were recovered during excavations conducted across the District in the past 60 years of Prehistoric, Roman, Saxon and Medieval date. These are used for research, teaching and in appropriate examples, interpretative display.

This Policy follows best practice within the museum profession. It has been prepared in consultation with the policies prepared by other museums (particularly those of the British Museum, Manchester Museum and the National Museum Liverpool) and upon the following national guidelines:

- Guidance for the Care of Human remains in Museums (DCMS) 2005
- The Human Tissue Act of 2004
- ICOM Code of Ethics for Museums 2013
- The Museums Association's Code of Ethics 2015

## Management of the Collection

The Museum Director holds overall responsibility for the Collection. The Collections & Education Manager shall ensure that Museum staff operate and maintain written rules of guidance for the care and display of human remains. This is to ensure that, whether during handling, storage or display, human remains are treated with care, respect and dignity, whether they are part of the Collection or held on loan. In ensuring staff operate and maintain written rules of guidance for the care and display of human remains, the Collections & Education Manager will follow the Code of Practice.

The Museum will continue to add to the Collection and lawfully hold human remains ensuring that, as far as is possible, provenance has been clearly established, there is no suspicion of illicit trade and that the remains are of potential public interest to the Museum audience.

The Museum is committed to documenting the human remains in its care. The Museum will maintain an assessment of the research carried out on human remains in the Collection. The assessment will identify the current state of knowledge concerning them and their future research potential. It will publish an inventory on the Museum website, in accordance with the Code of Practice. Requests to access object records relating to human remains should be submitted in writing to the: Collections & Education Manager, Corinium Museum, Park Street, Cirencester, Gloucestershire, GL7 2BX or email: [corinium@freedom-leisure.co.uk](mailto:corinium@freedom-leisure.co.uk)

## Acquisition

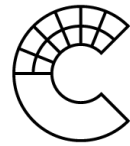
In accordance with the Collections Development Policy, the Museum will continue to acquire human remains and to add them formally to the Collection. However, the Museum will only do so if satisfied, as far as possible, that:

- it can hold the remains in a lawful manner
- provenance has been clearly established
- there is no suspicion of illicit trade
- the remains are of potential value to the Museum and to research

It is anticipated that the Museum will acquire human remains mainly from archaeological excavations conducted across the District. These excavated remains are subject to a Home Office licence or directions. The transfer of the remains to the Museum is conducted in accordance with legal requirements and published professional standards of archaeological investigation (Gloucestershire Archaeological Archive Standards 2017: A Countywide Standard for the Creation, Compilation and Transfer of Archaeological Archives in Gloucestershire).

Any acquisition of human remains less than 100 years old will be subject to the legislation set out in the Human Tissue Act 2004, and the Museum will be guided by the Human Tissue Authority.





## **Loans**

Loans in and out of the Museum of human remains for display or research purposes are permitted. Before authorising any loan of human remains to other institutions the Museum will seek the assurance of the borrower that it is able to satisfy the legal, ethical and practical considerations set out in the Code of practice. The Museum will also ensure that these considerations are followed when it borrows human remains from other institutions.

## **Storage, conservation and collections management**

Human remains in the Collection shall be stored in conditions that are actively managed and monitored to meet standards of security, access management and environmental control proportionate and appropriate to their age, origin and modern, cultural significance.

## **Display**

The Museum may display, or put on loan, human remains from the Collection. The Museum gives careful thought to the reasons for, and circumstances of, the display of human remains. Where human remains form part of an exhibition, either long or short-term, they will be displayed in a culturally appropriate, sensitive and informative manner and will always be accompanied by explanatory and contextual interpretation. Display of human remains for aesthetic or artistic purposes alone will not be permitted.

A notice alerting visitors to the display of human remains is located at the entrance. Display methods will aim to prepare visitors for viewing human remains respectfully and will warn those who may not wish to see them at all.

## **Access, Research and Educational Use**

The Museum currently provides access to its collection of human remains through academic research and public display. All requests for teaching and research, including sampling and analysis, must be made by completing the Museum Human Remains Research Request Form.

In carrying out or permitting research on human remains in the Collection the Museum will remind researchers of their ethical obligations with regard of human remains. Researchers will be expected to follow the relevant principles of this Policy and the Code of Practice. The Museum reserves the right to refuse analysis of the human remains Collection. Final decision for agreeing access to human remains for research lies with the Museum Director.

The Museum will not allow access to any human remains while the outcome of a claim for their return to a source community is pending.

## **Claims for return of human remains**

Claims for repatriation, reburial and de-accession will be determined on a case-by-case basis in consultation with the Museum.

This will involve consideration of a number of factors including the legal status of the remains, how they were originally acquired, their cultural, spiritual and religious significance and their scientific, educational and historic importance. The Museum will normally only



consider a claim for repatriation from a community when it is made through the relevant national government or national agency.

For any request to be considered, the claimant would have to establish a sound evidential base for their claim. All requests for de-accessioning, repatriation and reburial must be submitted in writing to the Museum Director. A Human Remains panel, made up of the Museum Director, Collection & Education Manager and an archaeological osteologist or human remains specialist from a local archaeological unit or University, will review each case and make an advisory decision. Final approval for transfer from the Museum's possession is subject to confirmation by the Museum's Governing Body.

If other circumstances arise in which the Museum wishes to de-accession human remains, the team will be pro-active in establishing whether any genealogical or cultural descendants exist who might wish to make a claim for return or reburial. Appropriate de-accessioning procedures will be followed in this case.

### **Images**

Requests for images of human remains held in the Collection must be requested in writing to the Collections & Education Manager and will be subject to approval by the Museum. Any images of human remains used in Museum publications, including the internet, will also be subject to approval. The Museum does not add digital images of human remains to its electronic catalogue/database.

### **References**

#### **References**

Church of England & English Heritage (2017) *Guidance for Best Practice for Treatment of Human Remains Excavated from Christian Burial Grounds in England* 2<sup>nd</sup> Edition C. of E, English Heritage [APABE ToHREfCBG FINAL WEB.pdf \(archaeologyuk.org\)](#)

DCMS (2005) [Guidance for the Care of Human Remains in Museums - GOV.UK \(www.gov.uk\)](#)

Museum Association (2015) *Code of Ethics for Museums* (Museum Association) [20012016-code-of-ethics-single-page-8.pdf \(museumsassociation.org\)](#)

To request a copy of this policy or to make an enquiry regarding the human remains collection held by the Museum please contact:

Collections & Education Manager  
Corinium Museum  
Park Street  
Cirencester  
GL7 2BX

corinium@freedom-leisure.co.uk



Council name	<b>COTSWOLD DISTRICT COUNCIL</b>
Name and date of Committee	<b>CABINET – 9 JANUARY 2025</b>
Subject	<b>DISABLED FACILITIES GRANT POLICY</b>
Wards affected	All Wards
Accountable member	Councillor Juliet Layton, Cabinet Member for Housing and Planning email: <a href="mailto:Juliet.layton@cotswold.gov.uk">Juliet.layton@cotswold.gov.uk</a>
Accountable officer	Susan Hughes, Business Manager Support and Advice and Designated Safeguarding Lead email: <a href="mailto:democratic@cotswold.gov.uk">democratic@cotswold.gov.uk</a>
Report author	Paula Massey, Enabling Manager and Deputy Designated Safeguarding Lead email: <a href="mailto:democratic@cotswold.gov.uk">democratic@cotswold.gov.uk</a>
Summary/Purpose	To seek Cabinet approval for the implementation of the updated Disabled Facilities Grant Policy.  The Policy brings all Gloucestershire districts together to ensure equity for people with disabilities and enable a countywide statement of intent, (local delivery differences where appropriate) and is presented following template guidance from Foundations, the National Body for Disabled Facilities Grants in England.
Annexes	Annex A - The Updated Policy Annex B – The Equalities Impact Assessment
Recommendation(s)	That Cabinet resolves to: <ol style="list-style-type: none"> <li>1. Approve the updated Disabled Facilities Grant Policy, subject to availability of Disabled Facilities Grant funding from the Better Care fund annual allocation.</li> <li>2. Continue to delegate authority to approve Discretionary Disabled Facility Grant funding as per the Council's Constitution.</li> </ol>



	<p>Up to £2,500 - Service Manager/Lead Up to £10,000 - Head of Service/Business Manager Up to £50,000 – Assistant Director/Director Over £50,000 – Section 151 Officer and CEO</p> <p>3. Approve the key updates to the policy that:</p> <p>a) Mandatory Grants - where the applicant is an owner occupier, and the grant value is over £5,000 a local land charge up to £10,000 may apply for 10 years</p> <p>b) Discretionary Grants – a local land charge may apply dependent upon the nature and value of the DDFG as outlined in Appendix B – Types of Assistance.</p>
Corporate priorities	<ul style="list-style-type: none"><li>• Supporting Communities</li></ul>
Key Decision	NO
Exempt	NO
Consultees/Consultation	<p>The Council has a Statutory duty to provide Disabled Facilities Grants.</p> <p>This policy has been developed through consultation with Gloucestershire County Council, the NHS and all the six district councils in the County.</p>



## **1. EXECUTIVE SUMMARY**

- 1.1** The Council has a Statutory Duty to provide Disabled Facilities Grants (DFGs)
- 1.2** A DFG is a capital grant contributing to the cost of home adaptations, to enable eligible disabled people to continue living safely and independently.
- 1.3** The DFG is available to disabled people of all ages in all housing tenures, depending on eligibility.
- 1.4** All organisations involved in the delivery of DFGs meet through the DFG Forum, which comprises representatives from six Districts; Occupational Therapy Service (Gloucestershire Health and Care NHS Foundation Trust on behalf of Adult Social Care); Integrated Commissioning Team from GCC and the ICB.
- 1.5** This updated Policy has come from work within the DFG Forum's ensure equity of provision across the county and sets out how the grant will be coordinated, enable innovation and flexibility in the use of the DDFG, allowing for local differences where applicable. It will result in a Gloucestershire County Statement of Intent that all districts will align to.

## **2. BACKGROUND**

- 2.1** The legislative framework for DFGs is provided by the [Housing Grants, Construction and Regeneration Act 1996](#). The Act explicitly covers Mandatory DFGs (MDFGs), aiding disabled people, once the criteria of the adaptation being 'necessary and appropriate' and 'reasonable and practical' has been fulfilled.
- 2.2** An application for a DFG will go through a test of resources (Means Test) unless the applicant is a child or is an adult on certain benefits where a means test does not apply.
- 2.3** To promote greater discretion and flexibility beyond the mandatory requirements, the [Regulatory Reform \(Housing Assistance\) \(England and Wales\) Order 2002](#), gave options to adopt discretionary policies with regard to housing interventions to promote independent living and wellbeing. The Policy follows the rules in the Regulatory Reform Order, setting out clearly what discretionary assistance is available, with relevant eligibility criteria.
- 2.4** The 2019 DFG Policy was approved by Cabinet on 2<sup>nd</sup> September 2019. However, to remain relevant it needs to evolve.



People's needs are changing. Demographic predictions indicate that over the next 20 years there will be a disproportionate growth in the older population. Within Cotswolds, the largest increase will be in those aged 85 and over (99%). [How is the population of Gloucestershire going to change over next 25 years? | Gloucestershire County Council](#)

- 2.5** Severely disabled children and their families can face a challenging situation in finding housing with insufficient accessible housing available across the district. The DFG is used to extend properties for these families and these building costs far exceed the mandatory £30,000 limit. This need is addressed within the Policy through discretionary top up grants.
- 2.6** The aims of this updated Policy are to provide financial assistance through MDFGs and DDFGs to:
- Improve and adapt homes.
  - Help disabled people to have an improved quality of life, live more confidently, remain healthier and safer in their own homes.
  - Reduce the requirement for domiciliary and residential care.
  - Enable disabled people to live more independently and with dignity in their own homes.
  - Contribute to a reduction in hospital admissions and facilitate quicker hospital discharges, which help to improve patient outcomes and reduce the burden on the NHS.
  - Receive equity of provision across the county of Gloucestershire.

### **3. FINANCIAL IMPLICATIONS**

- 3.1** The funding source is from the Annual Capital grant from the Ministry of Housing, Communities and Local Government through the Better Care Fund.
- 3.2** The DFG provides capital funding for the provision of home adaptations. It can only fund capital expenditure and is ring-fenced for Disabled Facilities Grants.
- 3.3** Chief Executives from all District Authorities agreed to pool funding at a county level to drive better health outcomes as set out in the Better Care Fund.
- 3.4** The amount provided to local authorities for DFG's has trebled nationally since 2012 and is not expected to decrease.



4. Our first obligation and priority are to deliver Mandatory DFG's. We will support the offer of DDFGs. However, we would not promote this discretionary assistance at the expense of the statutory mandatory function.

**4.1** Gloucestershire has in place an agreement to pool budget for DFGs. This is managed by the Integrated Care Board (ICB) and Gloucestershire County Council (GCC) as a part of the Better Care Fund (BCF). This arrangement enables innovative use at a county level prior to funding allocation to each district.

**4.2** Decisions on financial allocation are made in strict accordance with the agreed BCF spending plan between the County Council and the ICB. Any changes will be made through these agreed governance structures and published on Council websites.

## **5. LEGAL IMPLICATIONS**

**5.1** Under the Housing Grants, Construction and Regeneration Act 1996 the Council has a duty to administer the DFG.

**5.2** Under the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002, the Council is given discretionary powers on the use of the Grant.

## **6. RISK ASSESSMENT**

**6.1** There are no significant risks.

**6.2** The policy details eligibility criteria, conditions, and procedures that apply to both MDFGs and DDFGs.

**6.3** The policy is designed to be sufficiently flexible to allow consideration of any future changes to local strategic needs, government policy or legislation.

**6.4** The policy is robust and allows for 'waiting lists' should funding not be available.

## **7. EQUALITIES IMPACT**

**7.1** See Annex B for the full Equalities Impact Assessment report.

## **8. CLIMATE AND ECOLOGICAL EMERGENCIES IMPLICATIONS**

**8.1** Contribute to tackling fuel poverty and climate change by improving energy efficiency of homes in the district, utilising DFG budget for the Warm and Well countywide programme.

## **9. BACKGROUND PAPERS**



**COTSWOLD**  
District Council

**9.1** None

(END)





# **Cotswold District Council**

## **Disabled Facilities Grant**

### **Policy**

#### **November 2024**

Author: Paula Massey, Enabling Manager and Deputy Designated Safeguarding Lead

Responsible Officer: Susan Hughes, Business Manager Support and Advice and Designated Safeguarding Lead

Date: November 2024

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Review Date: November 2027



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## 1. Introduction

Cotswold District Council, in its role as a local housing authority, is under a statutory duty by virtue of the provisions of the Housing Grants, Construction and Regeneration Act 1996 (the Act) to provide Disabled Facilities Grants (DFGs) for disabled people of all ages in all housing tenures, depending on eligibility where appropriate legislative conditions are met.

This policy explains how people with disabilities in the Cotswolds can receive financial assistance to improve and adapt their homes to meet their needs, by removing disabling barriers from the home environment thus enabling people to thrive which reduces the impact on the NHS, Adult Social Care and improves people's employment prospects.

This document outlines the conditions and criteria for who can receive this financial assistance.

## 2. Legislation

[Housing Grants, Construction and Regeneration Act 1996](#) - The Council's legal obligations, powers and duties for financial assistance are contained within.

[Regulatory Reform \(Housing Assistance\) \(England and Wales\) Order 2002](#) – Added discretion and flexibility, giving options to assist beyond mandatory requirements. This policy follows the rules in the Regulatory Reform Order, setting out clearly what discretionary assistance is available, with the relevant eligibility criteria.

[Care Act 2014](#) states that local authorities must provide services and facilities that help people to live independently. The core purpose of adult care and support is to assist individuals in achieving their personal goals. The well-being principle is central to this act, emphasising the importance of promoting well-being and independent living. This policy aligns with the principles enshrined in the Care Act to prevent reduce and delay the development of care needs.

[Armed Services Act 2006](#) - Under section 343 (as amended by section 8 of the Armed Forces Act 2021), the Council must consider the Armed Forces Covenant when allocating DFGs and may offer special consideration for veterans in certain situations.

[Housing Act 2004](#) – this introduced the Housing Health and Safety Rating System (HHSRS) to establish minimum standards for housing. It obligated landlords to act if Category 1 hazards were found in a dwelling. The Department of Local Government and Communities further established the standard for decent homes in 2006 specifying minimum standards for the repair, quality, facilities, and thermal comfort of homes.

Please see Appendix A of this document for more details on the relevant legislation.

A full summary of the relevant regulations, guidance, and legislation affecting the DFG can be found at: [Disabled Facilities Grant - Regulations and Orders \(foundations.uk.com\)](https://www.foundationsofuk.com/disabled-facilities-grant-regulations-and-orders)



### **3. Funding Sources**

The main source of funding to support the DFG is the Annual Capital grant from Central Government through the Better Care Fund.

Our first obligation and priority are to deliver Mandatory DFG's. Additionally, we will offer a range of discretionary grants to help disabled individuals live independently and safely in their homes. However, we would not promote this discretionary assistance at the expense of the statutory mandatory function.

If demand exceeds the funding available, the Council will use the clinical priorities form to immediately manage demand to provide grants to those most in need first -see appendix D. If pressure arising from demand is sustained the DFG Forum will consider which discretionary assistance to withdraw to enable our mandatory duties to continue to be met. The DFG Forum, with Gloucestershire Housing Partnership oversight, may also consider the adoption of a loan scheme in such circumstances to facilitate the completion of more complex works.

### **4. Summary of Assistance Types**

This summary of financial assistance provides a list of each type of funding scheme available. The Mandatory DFG is set out below with full details. For elements of Discretionary DFG more details see Appendix B - Types of Assistance.

**Excluding the Mandatory DFG, all other assistance provided through this policy is discretionary and therefore subject to the Council having sufficient funds.**

The general terms and conditions of this policy are also applicable to the different types of discretionary assistance. For discretionary funding assistance, the Councils reserve the right to make minor amendments to the eligibility criteria, level of grant or assistance using delegated decision approval.

### **5. Mandatory Disabled Facilities Grant (DFG)**

The mandatory grant (Max £30,000) supports the provision of adaptations to promote independent living within the home, subject to the provisions of the Housing Grants, Construction and Regeneration Act 1996.

This grant is set out within legislation requiring the statutory means test.

If an applicant is in receipt of a passport benefit: Universal Credit; Income Support; Income-based Employment and Support Allowance (not contribution-based ESA); Income based Job Seekers Allowance (not contribution-based JSA); Guarantee Pension Credit (not Savings Pension Credit alone); Working Tax Credit and/or Child Tax Credit (where the annual income for the purposes of the tax credits assessment was below £15,050); Housing Benefit, they will automatically be assessed as having a NIL contribution toward any grant award.



Applications for disabled children are passported for a full grant.

Where the applicant is an owner occupier and the grant value is over £5,000.00, a local land charge up to £10,000.00 may apply for 10 years. Consideration may be given to waiving this land charge, upon sale of the property, where the resident is experiencing significant hardship. See Appendix A for more details.

## **6. Discretionary Assistance**

The following are discretionary forms of assistance enabled through the Better Care Fund allocation, subject to the primary requirements of the Mandatory Disabled Facilities Grant being met. No stand-alone applications for these forms of assistance will be considered:

- Client contribution support - To increase the affordability of applications by offering up to a £10K waiver of disabled persons assessed contribution.
- Extended warranties on equipment – This recognises the burden of servicing and maintaining specialist equipment (such as stairlifts) and provides support with funding five-year extended warranties on equipment provided through the DFG.
- Dementia friendly - This assistance will provide aids and adaptations in the home designed to enable people with a diagnosis of dementia to be enabled by their surroundings and retain their independence for longer.
- Discretionary top-up grant - enables top-up funding to a Disabled Facilities Grant scheme that exceeds the Mandatory Disabled Facilities Grant maximum where the additional costing is considered justifiable.
- Hoarding support grant – to support the general provision of mandatory DFG.
- Professional fees- Eligible ancillary charges are included in grant approvals to professional fees for technical surveys and application support. This assistance may support hospital discharges where safety is a concern.
- Rapidly progressing or highly debilitating conditions – To assist persons with a relevant diagnosis e.g. Motor Neurone Disease (MND), with specialised living aids to enable independent and safe living.
- Relocation grant – A grant may be available to help an applicant to move if adaptations to their current home through DFG are determined not to be feasible or reasonable.
- Adaptations support grant - This grant is designed to support or facilitate the completion of DFG works, examples include general repairs, creating safe access or completing electrical upgrades as would be necessary to enable works to go ahead.



## **7. Making Payments**

The assistance will only be paid under the following conditions:

The assisted works must be completed within 12 months of approval unless the delay was caused by the Council or an extension due to exceptional circumstances is agreed. Requests for extensions will be reviewed on a case-by-case basis.

The assisted works must be carried out in accordance with the specifications outlined in the formal approval and conditions or with prior agreement from the Council.

The Council and the applicant are satisfied with the completed works.

The Council must receive an invoice, demand, or receipt for payment in an 'acceptable' format. The invoice should be addressed to the applicant c/o the Council and include sufficient detail for the Council to identify the works carried out, the charges, and any agreed-upon variations. Applicants or family members should not produce the invoice.

The payment of assistance to the contractor can be made via the applicant or, if requested in the original application, the council can pay directly to the applicant's agent and contractor.

The assistance may be paid in one lump sum upon satisfactory completion of the works or in staged payments as the work progresses. Interim payments will only be made if the Council is satisfied that the value of work completed exceeds the claimed value to date. The frequency and number of interim payments must be determined before works commence and not exceed 90% of the total for any one contractor. The council's aim is to pay all invoices deemed to be 'acceptable' within 30 days of receipt.

The contract for works funded by Disabled Facilities Grants, along with associated assistance, will be between the applicant and the contractor, as specified in the legislation. While the Council's Standing Orders regarding procurement do not directly apply since the Council is not entering into a contract, the Council will still follow the same principles when obtaining quotes on behalf of supported applicants to ensure appropriate services are provided.

The provision of assistance other than mandatory Disabled Facilities Grants is subject to the availability of funding. All applications will be evaluated based on the identified needs and circumstances of the applicant or household.

Associated costs incurred during the application process, such as architects' fees or Land Registry charges, will be included in the value of any awarded funding and will not be paid separately, except for exceptional circumstances where works cannot proceed, and such costs may be eligible for discretionary assistance.

The provision of mandatory grants and discretionary financial assistance will be subject to internal and external auditing to ensure proper procedures are in place and followed, and that public funds are appropriately utilised.



## **8. Restrictions**

There are certain cases where we may not be able to offer to assist or where the funding may be reduced or reclaimed. These situations are outlined below:

1. Assistance cannot be provided when there is a dispute over property ownership.
2. If the property owner(s) have a legal obligation to carry out the necessary works and it is reasonable for them to do so.
3. Assistance is not typically provided for temporary residences (i.e. occupancy periods less than the 5-year intention to stay).
4. We cannot give assistance for works that were started before formal approval of the application. However, in exceptional circumstances, we may exempt an application from this condition, such as when a defect poses serious risks to health and safety.
5. We do not provide grant assistance for works covered by insurance. If an applicant can make an insurance claim, the assistance amount will be reduced by the insurance company's liability. We will require the applicant to pursue relevant insurance claims and repay the assistance provided if applicable.
6. We will only offer to assist if the property's age, condition, and structural layout make it feasible to achieve the required scope of works.
7. The Council will assess the prices provided by contractors to ensure value for money, comparing them with similar jobs priced within the last year.
8. If the Council finds that the price quoted by contractors is too high, we may advise the client that the total eligible assistance will be a lower amount.
9. If the client chooses a different or enhanced scheme or items of works, the Council will only provide financial assistance for the primary requirements identified by the Occupational Therapy Service and the Council. The applicant will be responsible for costs above the agreed amount.
10. We may refuse an application lacking the required information or documentation.
11. Deviating from the approved scheme of works without prior agreement may lead to the approval being rescinded or further payments of assistance being refused.
12. If the applicant ceases to be the owner of the property before the works are completed, they must repay the total amount of assistance received.
13. A grant condition imposing a liability to repay assistance may be registered as a Local Land Charge, payable upon the property's sale.
14. Works must be completed within 12 months of approval, with a possible extension of up to 6 months if agreed by the Council.



15. For common parts of a dwelling, assistance will only cover the applicant's reasonable share of the liability.

16. In exceptional cases, the Council may defer payment of a Disabled Facilities Grant for up to 12 months.

17. Assistance may be provided for caravans and houseboats used as main residences, subject to eligibility requirements. Holiday residences, caravans on holiday sites, second homes, and sheds or outbuildings do not qualify for assistance.

18. If there are unique situations where individuals genuinely need urgent support but are precluded from accessing assistance due to specific aspects, the Council may consider an offer of assistance in exceptional circumstances, especially if it helps meet strategic objectives. Such decisions will be made by the relevant officer.

## **9. Other Requirements**

When granting approval for assistance, the Council may impose additional conditions. Some examples of these conditions are:

1. The applicant may be required to contribute towards the cost of the works.
2. The Council may request the right to nominate tenants for available rental housing.
3. The applicant must commit to maintaining the property in good repair after the assisted works are completed.
4. If specialised equipment is provided as part of the assistance, the Council or its appointed agent may reclaim the equipment when it is no longer needed.

## **10. Decisions, Notifications and Changes**

Once the Council reviews the application, they will inform the applicant in writing if it has been approved or refused. The notification will be sent as soon as practically possible, but within six months of receiving a complete and valid application.

If the application is approved, the notification will specify the eligible works, the amount of assistance provided, and the builder/contractor assigned to carry out the works.

In some cases, for a Disabled Facilities Grant, the Council may defer payment for up to 12 months due to financial or operational reasons. This will be clearly stated in the approval notice.

In certain situations where unforeseen circumstances cause the cost of the works to increase or decrease unexpectedly, the Council may review the financial assistance given. If deemed appropriate, they will issue consequent variations orders showing amendments to the approval certificate. The total funding is confirmed separately on completion.

**Approvals of discretionary funding will follow an internal decision process as set out in Appendix B – Types of Assistance.**





## 11. Appeals

If you've applied for assistance and your application was not considered within 6 months or refused, you have the right to request a review of the decision. To do this, you must submit a written request to the Council within 28 days of receiving the decision letter. We will then conduct a review and inform you of the outcome in writing.

If you remain dissatisfied with the review decision, you have two options:

1. You can go through the Council's Corporate Complaints procedure to address your concerns.
2. Alternatively, you can approach the Local Government Ombudsman for further assistance.

Exceptions to the policy may be considered only in cases of exceptional circumstances where you cannot reasonably fund or carry out the necessary work.

If you have complaints related to the service delivery rather than the policy itself, you should direct those to the Council. We will investigate your complaint following the [complaints procedure for Cotswold District Council](#).

If the complaint is about any additional works or alterations carried out without prior approval from the Council, neither these increased costs nor the complaint will be considered and the responsibility for funding such changes will remain with the applicant.

## 12. Service Standards

There is a statutory requirement for Councils to determine valid and fully made applications for mandatory disabled facilities grant within six months.

This does not account for pre-application activities such as the screening process and the 'application support' and administration including occupational therapy assessment, means testing, producing specifications, tendering contractors, etc. The 6-month period commences when the valid application paperwork is complete, and the contractors' quotes have been received.

In accordance with government guidance, the Council aim to reduce timescales for the delivery stages of home adaptations funded by a disabled facilities grant. The timescales for moving through these stages will depend upon the urgency and complexity of the adaptations required as well as factors relating to the applicant. More urgent cases will be prioritised for action, with larger and more complex schemes taking longer to complete.



## **Appendix A – Legislation**

With reference to the guidance Disabled Facilities Grant (DFG) delivery: Guidance for local authorities in England - GOV.UK ([www.gov.uk](http://www.gov.uk)) and the legislation for the DFG, the Housing Grants, Construction and Regeneration Act 1996 (the 1996 Act), this section provides the context and information for how the Council will determine disabled facilities grant applications. The four main elements of a decision are:

- The disabled occupant and the applicant
- The eligible works
- Amount of grant
- Grant conditions

Once a formal application has been 'properly' submitted, the Council is under a duty to consider it within 6 months.

### **The Disabled Occupant**

A "disabled occupant" is a "disabled person" who needs adaptations to a dwelling, houseboat or caravan where they intend to live as their only or main residence for the next 5 years.

### **A Disabled Person**

To be eligible for a DFG a person is disabled if:

- their sight, hearing or speech is substantially impaired,
- they have a mental disorder or impairment of any kind, or
- they have a substantial physical disability by illness, injury, or impairment.

And that impairment has a substantial and long-term adverse effect on their ability to carry out normal day-to-day activities.

A substantial effect on day-to-day activities means one that's 'more than minor or trivial'. The effect on their normal day-to-day activities might be substantial if the disabled person has more than one impairment. The effects might only be 'minor or trivial' if they have very little effect on their daily life like if the only effect on them is that they have to stop for a few minutes rest after walking for a mile at a normal pace.

A long-term effect means something that has affected them or is likely to affect them for at least a year. The impairment will also still be considered to be long-term if it's likely to affect the disabled person for the rest of their life even if that's going to be less than a year. A person is taken to be disabled if: they are an adult who is or could be registered under section 77 of the Care Act 2014, or they are a child or young person registered under paragraph 2 of Schedule 2 to the Children Act 1989 who is a disabled child as defined by section 17 of the Children Act 1989.



### **Where they intend to live**

A DFG is available to fund facilities for a disabled person in:

- dwellings,
- qualifying houseboats and caravans, and
- in the common parts of buildings containing one or more flats where they live.

A "dwelling" is defined as a building (or part of a building, e.g. a flat) occupied as separate premises. This includes dwellings where someone lives as part of their employment, like a farm cottage or a flat over a shop. Where more than one disabled person lives at the same address, the Council can consider multiple applications based on individual needs.

### **Children living in dual residency arrangements**

Where a disabled child has parents who are separated and the child lives for part of the time with each parent, a mandatory DFG is only available at the address, which is the main residence of the disabled child, usually the home of the parent in receipt of child benefit. However, it will often be in the best interests of the child to provide adaptations at both locations. Under these circumstances it is assumed that the one party will apply for a mandatory DFG at the main residence within the relevant district.

The relevant Council will use its discretionary powers in considering applications to adapt the other home of a disabled child, if it is situated within its boundary to ensure that they can maintain normal living arrangements. Considering the details of any court order and specifically the allocation of time spent with each parent in determining eligibility for assistance.

In determining the works that might be considered as eligible for assistance the relevant Council will consider the suitability of the main residence for adaptation, the complexity and scope of the adaptations required and any observations or referral made by the Occupational Therapist.

Please see the section on discretionary DFGs in Appendix B (B2.4) for details on land charges that may apply.

Situations outside of these prescribed circumstances would be considered on their own merits following the receipt of written representations from the grant applicant.

The relevant Council maintains the discretion to only consider discretionary awards whilst they have sufficient funds to sustain mandatory DFG approvals.

The relevant Council reserves the right not to approve any discretionary assistance.

### **Children in foster care**



Foster carers are eligible to apply for a DFG on behalf of a foster child, but provision may depend on the type and length of placement, and the relevant Council will consider shorter periods of intention to occupy.

### **Who can make a DFG application?**

Only certain people can make a valid application - in many cases this will not be the disabled person themselves.

### **The Applicant**

A valid application can be made by:

- someone who has an owner's interest in the property (either an owner-occupier or a landlord)
- a tenant of a dwelling; or
- the occupant of a caravan or qualifying houseboat.

The applicant cannot be:

- Public bodies such as a Local Authority or Clinical Commissioning Group
- A "person from abroad" – those without status to reside.
- Anyone under 18 years of age.

An **owner's application** must be accompanied by a certificate which confirms that they:

- already have or propose to acquire an owner's interest (the grant cannot be approved until they take ownership). (For common parts applications, The Housing Renewal Grants (Owner's Interest) Directions 1996 sets out that a certificate for each flat of the building is required), and
- intend that the disabled person will live in the dwelling as their only or main residence for the grant condition period (5 years).
- Where more than one owner, any of the owners can make a solo application.
- Leaseholders are owners if they have 5 or more years remaining.
- A freehold landlord may also make an application.

A **tenant's application** must be accompanied by a certificate which confirms that they:

- are making a tenant's application; and
- intend that the disabled person will live in the dwelling as their only or main residence for the grant condition period (5 years) or for such shorter period as their health and other relevant circumstances permit.



All tenant applications should also be accompanied by an owner's certificate signed by the landlord unless the Council thinks it is unreasonable to do so in the circumstances. The landlord must still give permission for the works.

If the landlord's consent is unreasonably withheld, or unreasonable conditions have been attached it must be taken that consent has been given. The Council will review this on a case by-case basis, considering factors such as related rent increases or payment to remove adaptations and a requirement to reinstate.

These provisions do not apply to a protected tenancy under section 1 of the Rent Act 1977 or a statutory tenancy under section 2 of that Act or a secure tenancy under the Housing Act 1985.

An **occupant's application** must be accompanied by a certificate which confirms that they:

- are making an occupant's application; and
- intend that the disabled person will live in the dwelling as their only or main residence for the grant condition period (5 years).

Unless the Council think it is unreasonable to do so in the circumstances, all occupant's applications should also be accompanied by a consent certificate signed by owners of the houseboat and mooring or the caravan and caravan park.

Each certificate confirms the intention of the applicant at the time of the application and so long as that was genuinely their intention, no repayment of grant is required if circumstances change, and the disabled person can no longer occupy it as intended.

The grant condition period starts when the works are completed to the satisfaction of the Council ("the certified date" (section 44)).

### **What is a completed application**

An application is deemed to be valid once completed. A complete application consists of:

- Completed and signed Application form by the property owner or tenant, including the financial information for means testing of the disabled person.
- Occupation certificate for either an owner occupier, tenant, landlord or occupant of houseboat or caravan.
- Proof of ownership e.g., proof of title or utility bill.
- Financial evidence of the disabled person for each of the incomes entered on to the form e.g., bank statements, pensions, benefits.
- Two or three quotes for the works (based upon an assessment of relevant works - Applicants may be supported to obtain these after completing the forms).



- Planning permission and Building Control Application, build over agreements (water), where applicable.
- Other permissions such as landlord consent to works.

Once the relevant council is satisfied that they have received a complete application, they will validate the application.

### **Properties held in trust**

These should be treated in the same way as applications by owner-occupiers, tenants or occupiers. A trustee or beneficiary applying for a grant must be able to fulfil all the normal grant conditions.

### **Persons from abroad**

The applicant cannot be a 'person from abroad' within the meaning of regulation 10 of the Housing Benefit Regulations 2006 or as the case may be regulation 10 of the Housing Benefit (Persons who have attained the qualifying age for state pension credit) Regulations 2006 (see regulation 3 of the Housing Renewal Grants Regulations 1996 (S.I. 1996/2890)).

The Council is also not allowed to pay a grant where a disabled person who could have applied for a grant is a "person from abroad", even though the applicant is not a "person from abroad".

### **The Armed Forces Community**

For injured or disabled service personnel who live in Service Accommodation and continue to work in the Armed Forces, any adaptations for them or their dependents will be funded by the Ministry of Defence.

If the Council receive applications from serving Armed Forces personnel who live in their own accommodation, on behalf of themselves or family members. Applications might also be received from veterans of the Armed Forces. In these cases, the statutory Armed Forces Covenant Duty is likely to apply.

### **Mental Capacity**

If the Council thinks an applicant lacks capacity to make a particular decision or take a particular action for themselves at the time the decision or action needs to be taken, they should follow the guidance laid out in the Code of Practice to the Mental Capacity Act 2005.

### **The Eligible and Relevant Works**

To determine which adaptations are "eligible works" for grant assistance, there must be 'A' - a purpose for the works and 'B' – the relevant works pass the test of 'necessary and appropriate' and 'reasonable and practicable'.

### **A - The Purposes**



## Annex A

The Act sets out the “purposes” (section 23) for which a grant must be approved. The first stage is to assess whether the disabled person needs adaptations to meet these “purposes”. The purposes for which a grant can be approved are:

1. Making it easier for the disabled person to access and leave the dwelling, houseboat, or park home.
2. Ensuring the dwelling, houseboat, or park home is safe for the disabled person and others living with them.
3. Improving access to a room used as the main family area.
4. Improving access to a room used for sleeping.
5. Improving access to a room with a lavatory or facilitating the use of such a facility for the disabled person.
6. Improving access to a room with a bath or shower or facilitating the use of such a facility for the disabled person.
7. Improving access to a room with a wash hand basin or facilitating the use of such a facility for the disabled person.
8. Making it easier for the disabled person to prepare and cook food.
9. Upgrading the heating system to meet the needs of the disabled person or providing a suitable heating system if none exists or the existing one is not suitable.
10. Making it easier for the disabled person to access and control sources of power, light, or heat.
11. Enhancing access and mobility around the dwelling, houseboat, or park home to enable the disabled person to care for another resident in need of assistance.
12. Improving access to and from a garden for the disabled person or making the garden accessible and safe for them.

These purposes cover a wide range of potential adaptations to cover most circumstances and to meet the adaptation needs of disabled people whose needs are less obvious, such as those with a sight or hearing impairment or a learning disability.

### **B - The Relevant Works**

If one or more purposes have been identified, the Council will consider the “relevant works” to meet those purposes. For example:

- A ramp could be the relevant work to meet the purpose of improving access to the home
- A stairlift could be the relevant work to meet the purpose of accessing a room used for sleeping.



For each of the “relevant works” the Council consider whether they are needed and if a grant should be awarded by deciding if they are “necessary & appropriate” and “reasonable & practicable”.

### **Necessary and Appropriate**

Relevant works are necessary and appropriate to meet the needs of the disabled person (section 24(3)(a)). The Council must make this decision, in consultation with the social services authority.

DFGs are designed to give disabled people a degree of independence in the home and should aim to meet current and anticipated future needs. If the disabled person has care needs, the impact of adaptations on the level of this care should be considered including whether tasks will be reduced or eased. The disabled person should gain a degree of independence, or if dependent upon the care of others, the adaptation should significantly ease the burden of the carer.

In all cases the assessment of whether relevant works are necessary and appropriate must be made against each applicable purpose individually. So, for example, if it is not possible to appropriately provide access to a room suitable for sleeping, that should not in itself prevent a grant being awarded to gain access to the home.

Where the disabled person has a limited life expectancy then it may be appropriate to consider funding adaptations that can be more easily removed when they are no longer required if that is considered the right approach in the circumstances.

There will be occasions when the need to address one or more purpose is significantly more urgent than others. The Council will consider the benefits of proceeding with assessing the urgent works and phased approvals if there would be undue delay in assessing for all.

For some cases the disabled person and the applicant may elect for a higher cost option. The Council will need to ensure that the works meet the required purposes and are necessary and appropriate, but the estimated expense would still be based on the lower cost option.

### **Reasonable and Practicable**

Where the relevant works have been judged to be necessary and appropriate, the Council will consider if it is reasonable and practicable to carry out the works having “regard to the age and condition” of the property.





If it is not to be a good use of resources to award a DFG to adapt an old, run-down building, the Council may consider that the relevant works are not reasonable and practicable. In these cases, the applicant will be given information and advice on their housing options.

Other issues, such as whether the property is otherwise suitable for the disabled person are not relevant considerations.

The Council must also be mindful of achieving the best value for money. Where there are potential alternative options for the relevant works that could meet the required purposes, or the disabled person or applicant elect for a higher cost option, the Council would usually base the approval on the lower-cost option. All options must meet the required purposes and be necessary and appropriate.

For example, where the purpose is to provide access to a room suitable for sleeping, then a stairlift or utilising an existing ground floor room are likely to be preferred over building a new bedroom.

### **Amount of Grant**

The Council will consider the following when determining the amount of grant:

- The reasonable cost of carrying out the eligible works along with the cost of associated services and charges – this is the “estimated expense”; and
- The amount of grant the council can award, considers the estimated expense, any assessed client contributions and the maximum amount of grant approved (including both mandatory and discretionary, where applicable).

Grant applications require at least two quotations from different contractors for the costs of the relevant works. Larger schemes of work over £30,000.00 will require a minimum of three quotes. The Council will exercise discretion in some circumstances, allowing a single quotation for specialist equipment.

The contract for carrying out the works will be between the applicant and the contractor which means that public procurement rules do not apply.



## **Other Services and Charges**

The Act allows the cost of certain services and charges to be included with the grant application. These are set out in The Housing Renewal Grants (Services and Charges) Order 1996 and include costs associated with preparing the application and the carrying out of works:

1. confirming that the applicant has an owner's interest.
2. technical and structural surveys.
3. the design and preparation of plans and drawings.
4. the preparation of specifications and schedules of relevant works.
5. assistance in completing forms.
6. advice on financing the costs of the relevant works which are not met by grant.
7. making applications for building regulations approval (including any application fee and the preparation of related documents).
8. making applications for planning permission (including any application fee and the preparation of related documents).
9. making applications for listed building consent (including any application fee and the preparation of related documents).
10. making applications for conservation area consent (including any application fee and the preparation of related documents).
11. obtaining tenders/quotes.
12. providing advice on building contracts.
13. considering tenders.
14. supervising the relevant works; disconnecting and reconnecting electricity, gas, water, or drainage utilities where this is necessitated by the relevant works; and paying contractors.
15. The services and charges of a private occupational therapist in relation to the relevant works can also be included.

A discretionary grant will cover the cost of a maintenance agreement for a period of five years (where available) from the certified installation date for certain equipment such as stair lifts, through-floor lifts, wash/dry toilets, step-lifts, and similar items that were installed with the assistance of a Disabled Facilities Grant.

In cases where a maintenance agreement of 5 years is not available from the manufacturer, a discretionary grant will fund the maximum warranty period that is available. If a reconditioned stair lift is being installed, any remaining warranty will be extended to the full 5 years if possible.



The aim is to ensure that essential equipment remains in good working condition and well maintained for an extended period after installation.

### **The Means Test**

An application for a Disabled Facilities Grant will be subject to a means test in accordance with the regulations made under the 1996 Act, including any local amendments within this policy. The maximum Mandatory Disabled Facilities Grant award at the time of policy publication is £30,000 minus any assessed contribution required by a 'means test' (test of financial resources).

If the mandatory grant limit is changed by statute, then the maximum available Disabled Facilities Grant awarded by the Council will reflect this.

If an applicant receives multiple grant awards over time, their assessed contribution to the first grant will be considered if it falls within the original contribution period (10 years for owner occupiers and 5 years for tenants).

NOTE: where an applicant is in receipt of a recognised, qualifying, means-tested benefit they will not be further means-tested, and they will have no calculated contribution to make. Where works are for the benefit of a child or young person up until their 19th birthday or younger at the date of application – they too will be exempt from a means test.

### **Grant Conditions**

The following conditions may apply to an award of a Disabled Facilities Grant:

#### **Future occupation of the dwelling**

It is a condition that for 5 years from the date of completion of the works, the dwelling is occupied in accordance with the intention stated in the certificate submitted as part of the application.

#### **Local Land Charge**

The Council will register a local land charge on a dwelling. The charge will only be placed on owner's applications where the amount of grant exceeds £5,000. The maximum charge is £10,000. This charge may be recovered, if it is sold or otherwise disposed of within ten years of the certified date.

Where the applicant is a foster carer and the application is associated with a long-term placement, a charge will not usually be placed.

If a dwelling is sold or disposed of within ten years, the Council will consider whether or not it is reasonable to demand repayment or part repayment of the charge considering:

- the financial hardship it would cause,
- whether the sale is due to an employment-related relocation,



- whether the sale is connected with the physical or mental health or well-being of the grant recipient or of a disabled occupant of the premises; and
- whether the sale will enable the recipient of the grant to provide care to another disabled person.

If a grant is initially awarded for an amount of less than £5,000, an applicant will be consulted before the grant is revised if it would result in a charge being placed.

### **Deferred payment**

In exceptional circumstances, we reserve the right to defer payment of a grant for up to 12 months after the date of approval.

### **Recovery of equipment**

The Council may include a condition that specialist equipment, such as a stairlift, may be recovered where it is no longer required. Where it is clear that the equipment will not be reused because of age or condition the Council may decide to waive this right to recovery.

### **Use of contractors**

Contractors shall have a Safeguarding Policy in place with detailed procedures, covering the protection / safeguarding of children, young people and vulnerable adults, for: Safer Recruitment; Training, including induction; Supervision and Safeguarding Procedures; Management of Allegations and Whistle Blowing. Contractors shall ensure that all staff have read and understood the policies that are in place.

The works must be performed by the agreed contractor(s) whose quotation was submitted as part of the application. If a different contractor is to carry out the works, the Council's consent must be obtained beforehand, and a new estimate from the new contractor must be submitted.

However, any additional costs resulting from the change in contractor must be covered separately by the applicant.

The Council will not accept an invoice, demand, or receipt if it is issued by the applicant or a family member. If the applicant or a family member carries out the work, only the cost of materials used will be eligible for financial assistance.



### **Completion of the works**

Payment of the grant is conditional on the eligible works being completed within 12 months from the date of approval of the grant. The Council may extend this period if there is a valid reason, and such requests must be made in writing before the 12-month period ends. The payment of the grant depends on the works being done to the Council's satisfaction and upon receiving a satisfactory invoice, demand, or receipt for the works and any related services or changes.

The Council will usually make payments directly to the contractor on behalf of the applicant, not to the applicant themselves. If there is any disagreement about a payment made to the contractor, it's unlikely a payment will be made until the dispute is resolved. However, the Council may make payment directly to the applicant if they have provided the necessary information before grant approval.



## Appendix B – Types of Assistance

### Mandatory and Discretionary Disabled Facilities Grant Details

#### B.1 Mandatory

<b>B1.1 Mandatory Disabled Facilities Grants</b>	
Purpose	To support the provision of adaptations to promote independent living within the home, subject of meeting the purposes set out in the Housing Grants, Construction and Regeneration Act 1996.
Eligible Applicant	The owner, tenant, or occupier of a dwelling where a disabled person is living and/or intends to live for the next 5 years.
Eligible Works	Works considered necessary to meet the needs set out in an Occupational Therapists referral. Aids and adaptations must meet the purposes set out in Appendix A.
Amount of funding	£30,000 or as per the current statutory limit. This may be supplemented with elements of discretionary funding in Appendix B.2
Means Test	Works are subject to the statutory means test as set out in legislation.  If the applicant is in receipt of a passport benefit, such as universal credit, housing benefit, income support, guaranteed pension credit, etc.) they will automatically be assessed as having a NIL contribution toward any grant award.  The means test does not apply to disabled children and young people.
Land Charge	Where the applicant is an owner-occupier and the grant value is over £5,000, a local land charge up to £10,000 may apply for 10 years.
Conditions	Statutory conditions apply.

#### B.2 Discretionary Disabled Facilities Grants



This section covers the details of the discretionary assistance included within this policy.

<b>B2.1 Client Contribution Support</b>	
Purpose	This is a discretionary grant to support applicants who are assessed as having a means tested contribution that is unaffordable. It is also available in cases where the disabled person has rapidly progressive disorder resulting in a life expectancy of under 2 years.
Eligible Applicant	Those eligible for Mandatory DFG. All Tenures.
Eligible Works	Available towards the cost of DFG eligible works only, that would have been covered by the assessed contribution. Funding will be reviewed on an individual case basis.
Amount of funding	Up to £10,000 (For assessed contributions £0-£10,000)
Means Test	No additional DFG means test
Land Charge	Where the applicant is an owner-occupier and the grant value is over £5,000, a local land charge up to £10,000 will apply for 10 years.
Conditions	In addition to standard grant conditions: -  Contributions will be reduced in full and funded by this grant up to £10,000 and will be treated as discretionary funding. Applicants will be expected to fund any assessed contribution above £10,000. Therefore, if the assessed contribution is over £10,000 then they will have to fund their full contribution prior to receiving any grant assistance.

**B2.2 Extended warranties**



Purpose	To support those on lower incomes with the new costs arising from servicing and maintenance on specialist equipment provided through the DFG.
Eligible Applicant	Those in receipt of a mandatory DFG.
Eligible Works	Up to a 5-year warranty on equipment such as stairlifts, through floor lifts, step lifts and wash dry toilets funded at the point of purchase of this equipment through the DFG. This warranty will commence for a period of 4 years from the end of the usual 12-month warranty or after any extended warranty already offered by the supplier as standard.
Amount of funding	N/A
Means Test	Mandatory DFG means test
Land Charge	No land charge
Conditions	No additional conditions.

**B2.3 Dementia Friendly Grant**





Purpose	Works to make the home 'dementia' friendly or to meet sensory needs and to help the individual to live safely, manage their own surroundings, and retain/develop their independence.
Eligible Applicant	Applicants can be any tenure of home with a clinical diagnosis of dementia and referred by an Occupational Therapist (Hospital OT or an OT from the Integrated community team).
Eligible Works	To give personal choice to a person about how and where to meet their future care needs and focusing on being able to remain living safely, independently, and well at home for as long as possible. A referral confirming the works which are necessary and appropriate to support them to retain their independence. Examples of work may include: <ul style="list-style-type: none"><li>• Contrasting colour flooring, contrasting colour facilities, walls or doors</li><li>• Replacement glass kitchen cupboard fronts</li><li>• Lighting and door signage</li></ul>
Amount of funding	£2,500
Means Test	Mandatory DFG means test
Land Charge	No land charge
Conditions	In addition to standard grant conditions: -  Funding will be reviewed on an individual case basis. Applications must be accompanied by an intention that the property remain their only or main residence for 5 years.

**B2.4 Discretionary Top-Up Grant**



Purpose	This is a discretionary grant to top up a DFG to carry out works that are above the current mandatory limit of £30,000, where the additional costs are considered justifiable. It recognises that the £30,000 limit is insufficient to meet complex needs – especially for extensions.
Eligible Applicant	Those eligible for a mandatory DFG - All tenures.
Eligible Works	Available towards the cost of DFG eligible works, taking into consideration discretionary powers to contribute funding towards adaptations under the Care Act and the Chronically Sick and Disabled Persons Act. Grant is not available for equipment that isn't normally provided via the DFG.
Amount of funding	Up to an additional £40,000 (added to the mandatory grant amount) can be approved by the appropriate officer subject to the relevant local council's financial procedure (Agreed at DFG Forum on 22/12/20). Amounts above this discretionary amount will be considered on case-by-case basis and will be considered through the collective expertise of the DFG Forum to provide critical appraisal – due consideration will be given to the level of funding available.
Means Test	No additional means test will be applied for any grant over £30,000 – the statutory means test will apply for adults up to the £30,000 limit (not applicable for children's cases)
Land Charge	Where the applicant is an owner-occupier and the grant value is over £5,000, a local land charge up to £10,000 may apply for 10 years on the amount of the grant up to £30,000.  Additionally, a further local land charge will also apply for 10 years for the full value of the grant from £30,001 up to £70,000. The full value of the assistance awarded for grants in excess of £70,000 will be placed as a land charge on the property for a period of 15 years, repayable at the sale of the property.  These land charges will be applied as a total sum arising from the above grant conditions.



Conditions	In addition to standard grant conditions: -  Funding will be reviewed on an individual case basis. Applications must be accompanied by an intention that the property remain their only or main residence for 5 years.  One application in any 5-year period.
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<b>B2.5 Hoarding Support Grant</b>	
Purpose	This is a discretionary grant to top up a mandatory DFG to carry out works that are required to enable eligible works under a mandatory DFG to be safely installed and used by disabled person.
Eligible Applicant	Those eligible for a mandatory DFG, will require a home assessment by an appropriate council officer. The assessment needs to score a 'clutter rating' of 5 or more.
Eligible Works	These are works that do not meet a need but are necessary for the mandatory/eligible works to be completed.
Amount of funding	Up to £5000.00
Means Test	Mandatory means test only - No additional DFG means test
Land Charge	No land charge.
Conditions	No additional conditions.



<b>B2.8 Professional Fees</b>	
Purpose	<p>To pay professional fees and other ancillary charges which are eligible under a mandatory DFG application that was unable to proceed through no fault of the applicant.</p> <p>This also provides a more equitable access to DFGs for those on the Housing Needs Register seeking a suitable home that better meets their needs. This discretionary funding of fees allows for feasibility inspection and abortive fees prior to approval to determine if adaptation is possible.</p> <p>The relevant council will consider funding professional fees (e.g. a structural engineer) rapidly to cases involving hospital discharge where there is a concern for the safety of the disabled person and their carer in respect of the condition or structure of the property (e.g. a wooden floor technical survey where a plus size patient needs specialist equipment).</p>
Eligible Applicant	Those eligible for a mandatory DFG. All tenures.
Eligible Works	Eligible ancillary charges and professional fees are included in grant approvals for technical surveys and application support. The Professional Fees Grant allows for feasibility inspection and abortive fees prior to approval to determine if adaptation is possible.
Amount of funding	A maximum of £7,500.00 plus VAT (cap based upon up to 15% of mandatory grants limit). For further information (as a guide only) please see the abortive fees table in the Gloucestershire Agents protocol.
Means Test	N/A
Land Charge	N/A
Conditions	Fees will not be eligible for payment under this grant unless the application cannot proceed due to circumstances beyond the control of either the applicant or the Council's DFG Service.



<b>B2.9 Rapidly Progressing and Highly Debilitating Conditions</b>	
Purpose	To assist persons with for example MND with specialised living aids to enable independent and safe living.
Eligible Applicant	Disabled persons with an Occupational Therapy referral stating a condition considered to be rapidly progressing and highly debilitating conditions such as Motor Neurone Disease (MND).
Eligible Works	As per mandatory DFG.
Amount of funding	Up to £15,000
Means Test	No Means Test (see conditions for explanation)
Land Charge	Where the applicant is an owner-occupier and the grant value is over £5,000, a local land charge up to £10,000 will apply for 10 years.



<p>Conditions</p>	<p>In addition to standard grant conditions: -</p> <p>This element of discretionary funding recognises it is often the case people with MND want to continue to work during the early stages of the disease, where they may be assessed as having an excessive contribution which would lead to a NIL grant, compared to when they can no longer work, and an un-adapted home can make day to day activities very difficult to manage. This funding is only available to residents whose medical condition will significantly impact their financial circumstances and is most likely to benefit those still in work or with partners who work.</p> <p>Applications will only be accepted after the OT has consulted with their clinical lead for approval. For palliative conditions, where the appropriateness of the proposed work has been thoughtfully considered, can also be included, but may be subject to a revised grant limit.</p> <p>On receipt of a referral for a disabled person with a rapidly progressing and highly debilitating condition, their grant enquiry will be prioritised. If the disabled person is assessed as having a high contribution, which exceeds the eligible costs of a mandatory DFG, they will be offered discretionary funding for works up to £15,000. The grant applicant/disabled person will be required to privately fund the cost of any work exceeding the £15,000 limit. This includes any unforeseen/additional work identified after approval.</p>
	<p>Any professional fees will need to be included within the £15,000.</p> <p>A limit of £15,000 is expected to cover the cost of adaptations that can be delivered in the appropriate timeframe. Longer term adaptations, while beneficial, could not be completed in a short period of time.</p> <p>This grant is a "one-off" grant, but does not, prevent the disabled person making an application for mandatory grant assistance in the future.</p>

**B2.10 Relocation Grant**



Purpose	A grant to help applicants with relocation costs of moving home, if adaptations to their current home through DFG, are deemed to not be necessary, appropriate, reasonable or practicable to adapt.
Eligible Applicant	Those eligible for Mandatory DFG. Any applications for this assistance will be supported by the Council working with an Occupational Therapist who have determined that options regarding adaptations at the current dwelling are either unachievable or can be delivered more cost effectively in a new dwelling.
Eligible Works	Eligible relocation expenses that could be considered on each case are:  Estate agent fees; Solicitor costs; Survey costs; Stamp duty; Removal expenses; relevant professional fees and up to 2 months' rent for one property to cover void payments for new landlord.
Amount of funding	A discretionary top up can be considered above the Mandatory Grant Limit for applications if the move is within Gloucestershire.  If outside of Gloucestershire this will be limited to £5,000 for relocation costs if the applicant is moving to a more suitable dwelling that's supported by the new local authority. The applicant will be expected to contact the local authority of the new home for further adaptations.
Means Test	No additional means test to the Mandatory DFG.
Land Charge	No land charge on this discretionary grant however a land charge may apply to a future mandatory DFG on the proposed property in accordance with the usual policy of placing these on cases over £5,000 up to a maximum of £10,000 for 10 years.
Conditions	In addition to standard grant conditions: -



	<p>A grant is available to help the applicant to move if adaptations to their current home through DFG are determined not to be necessary, appropriate, reasonable and practicable and they are considering relocation to a property they intend to purchase or rent.</p> <p>Applicants must be 18 or over on the date the application is made and in the case of a disabled child, the parent(s) would make the application.</p> <p>Any application must be supported by a recommendation from the Occupation Therapist or Trusted Assessor.</p> <p>The Council and occupational therapist service must be satisfied that the proposed property either meets the needs of the disabled person or are satisfied that it can be adapted at a reasonable cost.</p> <p>Consideration may be given to a move outside of Gloucestershire, but this would require the agreement of the relevant local authority to consider any necessary adaptations before a relocation grant can be considered.</p> <p>Grants cannot be paid retrospectively. Assistance will not be given toward the purchase price of a new property.</p> <p>The Council will require at least two quotations from independent contractors that realistically reflect the cost of the eligible works/services provided.</p> <p>If the move is aborted through the fault of the applicant, then costs will not be paid, and any costs already paid will be reclaimed from the applicant.</p>
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**B2.11 Adaptations support grant**





Purpose	<p>To support or facilitate the completion of DFG works.</p> <p>A grant for necessary works that have been identified during the mandatory DFG adaptation and presents the disabled person with an additional and significant risk to health that impacts their medical condition.</p>
Eligible Applicant	<p>This assistance is for owner occupiers. The applicant must have lived in the property for 5 years prior to application and have made an application for a mandatory DFG.</p>
Eligible Works	<p>Examples of eligible works may include heating repairs or replacement; general repairs; safe access and roof, window and door repairs.</p> <p>For example – electrical upgrade works required for an electric shower to be installed, which may ordinarily be classed as a repair but without which the identified adaptation cannot be completed.</p>
Amount of funding	<p>£10,000</p>
Means Test	<p>Statutory DFG means test will apply.</p>
Land Charge	<p>Where the applicant is an owner-occupier and the grant value is over £5,000, a local land charge up to £10,000 will apply for 10 years.</p>
Conditions	<p>In addition to standard grant conditions, only 1 application, in any 10-year period.</p>



## **Appendix C – How to Apply**

### **How to access this service**

Information on how to apply for a disabled facilities grant can be found on the Gloucestershire website: [Disabled Facilities Grants \(DFG\) | Gloucestershire County Council](#)

#### **Step 1**

Contact Adult helpdesk below to set up a visit and assessment by an Occupational Therapist. Grant assistance can only be considered once the relevant council has received a referral from an Occupational Therapist so the first step to making a grant application is to phone the relevant helpdesk below and set up an Occupational Therapist assessment to see if they think adaptations would be necessary to meet the disabled person's needs.

Adult Social Care Phone: 01452 426 868

Email: [socialcare.enq@gloucestershire.gov.uk](mailto:socialcare.enq@gloucestershire.gov.uk)

Website: [www.gloucestershire.gov.uk/health-and-social-care/adults-and-older-people](http://www.gloucestershire.gov.uk/health-and-social-care/adults-and-older-people)

Children and families for disabled children (up to 19 years)

Phone: 01452 426 565

Email: [childrenshelpdesk@gloucestershire.gov.uk](mailto:childrenshelpdesk@gloucestershire.gov.uk)

Website: [www.ghc.nhs.uk/our-teams-and-services/children-and-young-people/physical-health/childrens-occupationaltherapy](http://www.ghc.nhs.uk/our-teams-and-services/children-and-young-people/physical-health/childrens-occupationaltherapy)

#### **Step 2**

The Occupational Therapist will send the relevant Council a referral if they think adaptations are required to meet the medical needs of the disabled person.

#### **Step 3**

The Council's Grant Officer will contact the applicant to start the application process. However, if you require further information about DFGs and how to apply please contact: [housing.grants@cotswold.gov.uk](mailto:housing.grants@cotswold.gov.uk)



**APPENDIX D - Clinical Prioritisation Form**

<b>Referral for assessment for Disabled Facility Grant</b>	
<b>Referred by:</b> (Name, address, telephone)	<b>For the attention of</b>
<b>Date referred to Occupational Therapy</b>	
<b>Assessment end date (date decided to refer for DFG)</b>	
<b>Complexity matrix identified by OT at initial referral:</b>	Targeted
	Specialist
<b>Adaptation Complexity</b>	Urgent and simple
	Non-urgent and simple
	Urgent and complex
	Non-urgent and complex.
<b>Joint Visit Required:</b>	YES
	NO
<b>NHS no:</b>	<b>Type of Tenure *:</b>
<b>Name of SU:</b>	Owner Occupier
<b>DOB:</b>	Rented
<b>Ethnicity:</b>	Council
<b>Address:</b>	Private
<b>Telephone:</b>	Housing Association
<b>Email:</b>	
<b>Whom to contact if different from above</b>	Name of Housing Association:



**Pass-porting Benefits:** *Adult applications only*

Income Support

- Income Based Job Seekers Allowance
- Income-based Employment and Support Allowance
- Guarantee Pension Credit

Working Tax Credit or Child Tax Credit (with income less than £15,050)

- Housing Benefit
- Universal Credit

**The above named is a disabled person within the meaning of the Housing Grants, Construction and Regeneration Act 1996. I have assessed the above-named person's circumstances, and I am of the opinion that the following works are necessary and appropriate to meet the needs of the disabled person.**

	Facilitating access by the disabled person who lives in the property to and from their dwelling.
	Making the dwelling safe for the disabled occupant and other people living with them
	Ensuring the disabled person has access to a room used or usable as the principal family room.
	Facilitating access by disabled occupant to, or providing a room used or usable for sleeping.
	Providing or improving access to the toilet, wash hand basin and bath (and/or shower).
	Adaptations to the kitchen to enable the disabled person to cook and prepare food independently.
	Improving or providing a heating system in the property which is suitable for the disabled person's needs.
	Adaptations to the heating, lighting or power controls to make it easier to use.
	To improve access and movement around the home to enable the disabled occupant to care for another person who normally lives with them.
	To allow access to garden

**Occupational Therapist's recommendations for relevant works that are necessary and appropriate to meet the assessed needs of the disabled occupant.**

*Subject to agreement of District Council that work is reasonable and practical having regard to the age and condition of the property.*

*(for example; wheelchair access to... level access to.... Access to suitable bathing facilities)*



<b>Medical condition or disability relevant to the adaptation</b> <i>(basic information which effects on function and support needed due to this?)</i>	
<b>Social Circumstances</b> : <i>(including who assists the patient/ young person/child, housing situation and any communication difficulties and any risks)</i>	
<b>Specifications attached:</b>	For stairlifts, Shower /drier toilet and ceiling track hoists
	Quotes attached:
	Quotes to follow:

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### Equality and Ruralty Impact Assessment Form

When completing this form you will need to provide evidence that you have considered how the ‘protected characteristics’ may be impacted upon by this decision. In line with the General Equality Duty the Council must, in the exercise of its functions, have due regard for the need to:

- a) Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
- b) Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

This form should be completed in conjunction with the guidance document available on the Intranet

Once completed a copy should be emailed to [cheryl.sloan@publicagroup.uk](mailto:cheryl.sloan@publicagroup.uk) to be signed off by an equalities officer before being published.

1. Persons responsible for this assessment:

Names: Paula Massey, Enabling Manager	
Date of assessment: 14 <sup>th</sup> November 2024	Telephone: 01594 810000 Email: <a href="mailto:paula.massey@publicagroup.uk">paula.massey@publicagroup.uk</a>

2. Name of the policy, service, strategy, procedure or function:

Disabled Facilities Grant Policy Is this a new or existing one? Existing
---

3. Briefly describe it aims and objectives

The Policy brings all Gloucestershire districts together to ensure equity for people with disabilities and enable a countywide statement of intent, (local delivery differences where appropriate) and is presented following template guidance from Foundations, the National Body for Disabled Facilities Grants in England. To ensure there will be no negative impact on service provision, the community, the reputation of the council and that there will be no financial risk.
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4. Are there any external considerations? (e.g. Legislation/government directives)

The updated Policy, is subject to availability of funding from the Better Care fund annual allocation and the provision of Discretionary Grants (DDFG), subject to availability of funding and under the Regulatory Reform Order 2002.

5. What evidence has helped to inform this assessment?

Source		If ticked, please explain what
Demographic data and other statistics, including census findings	✓	<p>People’s needs in Gloucestershire are changing. Demographic predictions indicate that over the next 20 years there will be a disproportionate growth in the older population of Gloucestershire, accounting for 38% of growth. Within this cohort the largest increase will be in those aged 85 and over (84%). Every district of Gloucestershire is expecting to see a dramatic increase in their 65+ population over the next 20 years and especially in their population of over 85s.</p> <p><a href="#">How is the population of Gloucestershire going to change over next 25 years?   Gloucestershire County Council</a></p>
Recent research findings including studies of deprivation	✓	<p>A key challenge identified in Gloucestershire’s 2024 Market position statement is that of providing appropriate housing and enabling people to remain in their own homes for as long as possible – DFG’s are clearly a cornerstone of meeting this challenge.</p> <p><a href="#">Gloucestershire market position statements   Gloucestershire County Council</a></p> <p>Severely disabled children and their families can face a challenging situation in finding housing with insufficient accessible housing available across the County. The DFG is used to extend properties for these families and these building costs far exceed the mandatory £30,000.00 limit. This need is addressed within the Statement, with</p>



		discretionary top up grants considered and provided in all Districts; further, the County Council is working with the districts to promote the building of accessible housing to reduce the burden on the DFG.
Results of recent consultations and surveys	n/a	The Council has a Statutory duty to provide Disabled Facilities Grants.
Results of ethnic monitoring data and any equalities data	n/a	
Anecdotal information from groups and agencies within Gloucestershire	✓	Discussions being held in the Gloucestershire Strategic Housing Partnership and Countywide Community Alarm Group that includes representatives from District Councils, Senior NHS, Integrated Commissioning Board.
Comparisons between similar functions / policies elsewhere	✓	The Policy is presented following template guidance from Foundations, the National Body for Disabled Facilities Grants in England.
Analysis of audit reports and reviews	n/a	
Other:	n/a	

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6. Please specify how intend to gather evidence to fill any gaps identified above:

n/a

7. Has any consultation been carried out?

The Council has a Statutory duty to provide Disabled Facilities Grants.  
 The policy has been developed through consultation with Gloucestershire County Council, the Integrated Care Board and the NHS plus all six district councils in the County.

8. What level of impact either directly or indirectly will the proposal have upon the general public / staff? (Please quantify where possible)

Level of impact	Response
NO IMPACT – The proposal has no impact upon the general public/staff	<input type="checkbox"/>
LOW – Few members of the general public/staff will be affected by this proposal	<input checked="" type="checkbox"/>
MEDIUM – A large group of the general public/staff will be affected by this proposal	<input type="checkbox"/>
HIGH – The proposal will have an impact upon the whole community/all staff	<input type="checkbox"/>
Comments: e.g. Who will this specifically impact? • Applicants for disabled facilities grants	

9. Considering the available evidence, what type of impact could this function have on any of the protected characteristics?

*Negative – it could disadvantage and therefore potentially not meet the General Equality duty;*

*Positive – it could benefit and help meet the General Equality duty;*

*Neutral – neither positive nor negative impact / Not sure*

	Potential Negative	Potential Positive	Neutral	Reasons	Options for mitigating adverse impacts
Age – Young People			✓		
Age – Old People		✓		Enable them to continue to receive additional support utilising Discretionary Disabled Facility Grant funds where appropriate.	
Disability		✓		As above	
Sex – Male			✓		
Sex – Female			✓		
Race including Gypsy and Travellers			✓		
Religion or Belief			✓		
Sexual Orientation			✓		
Gender Reassignment			✓		

Pregnancy and maternity			✓		
Geographical impacts on one area		✓		Moves towards equity across the county of Gloucestershire	
Other Groups					
<b>Rural considerations:</b> ie Access to services; leisure facilities, transport; education; employment; broadband.			✓		

10. Action plan (add additional lines if necessary)

Action(s)	Lead Officer	Resource	Timescale

11. Is there is anything else that you wish to add?

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**Declaration**

We are satisfied that an equality impact assessment has been carried out on this policy, service, strategy, procedure or function and where an negative impact has been identified actions have been developed to lessen or negate this impact. We understand that the Equality Impact Assessment is required by the District Council and that we take responsibility for the completion and quality of this assessment.

Completed By:	Paula Massey, Enabling Manager and Deputy Designated Safeguarding Lead	Date:	14/11/2024
Line Manager:	Susan Hughes, Business Manager Support and Advice and Designated Safeguarding Lead	Date:	20/11/2024
Reviewed by Corporate Equality Officer		Date:	





Council name	<b>COTSWOLD DISTRICT COUNCIL</b>
Name and date of Committee	<b>CABINET – 9 JANUARY 2025</b>
Subject	<b>FINANCIAL PERFORMANCE REPORT UPDATE – Q2 2024/25</b>
Wards affected	All
Accountable member	Cllr Mike Every, Deputy Leader and Cabinet Member for Finance and Transformation Email: <a href="mailto:mike.every@cotswold.gov.uk">mike.every@cotswold.gov.uk</a>
Accountable officer	David Stanley, Deputy Chief Executive and Section 151 Officer Email: <a href="mailto:david.stanley@cotswold.gov.uk">david.stanley@cotswold.gov.uk</a>
Report author	David Stanley, Deputy Chief Executive and Section 151 Officer Email: <a href="mailto:david.stanley@cotswold.gov.uk">david.stanley@cotswold.gov.uk</a>
Summary/Purpose	This report sets of the budget monitoring position for “Planning Services” for the 2024/25 financial year.
Annexes	None
Recommendation(s)	That Cabinet resolves to: 1. Review and note the financial position set out in this report.
Corporate priorities	<ul style="list-style-type: none"> <li>Delivering Good Services</li> </ul>
Key Decision	NO
Exempt	NO
Consultees/ Consultation	None



## **1. BACKGROUND**

- 1.1** This report provides members with the outturn forecast and monitoring position statement including “Planning Services” for the 2024/25 financial year.
- 1.2** For the purposes of this report, “Planning Services” are
- DEV001: Development Control
  - DEV002: Development Control – Appeals
  - DEV003: Development Control – Enforcement
  - DEV004: Development Advice
  - PLP002: Local Development Framework
  - PLP005: Heritage and Design
- 1.3** This report does not update any other forecast or variation included in the Q2 report that Cabinet considered at their meeting on 05 December 2024.
- 1.4** The purpose of this report is to notify members of any significant variations to budgets identified in the second quarterly budget monitor exercise, highlight any key financial issues, and to inform members of options and further action to be taken.

## **2. EXECUTIVE SUMMARY**

- 2.1** The Q2 Financial Performance Report was considered by Cabinet at their meeting on 05 December 2024. This report did not include the outturn forecast for “Planning Services”. This report provides that outturn forecast and updates the revenue position for the financial year.
- 2.2** The Q2 outturn forecast reported to members in December was an adverse variation of £0.266m., as shown in the table below.
- 2.3** The position for “Planning Services” is set out in the report with the impact on the outturn forecast increasing the adverse variation to £0.297m.



**Table ES1 – Revenue Budget Outturn Forecast including “Planning Services”**

	2024/25 Latest Net Budget (£'000)	2024/25 Actuals to Q2 (£'000)	2024/25 Outturn Forecast (£'000)	2024/25 Outturn Variance (£'000)
<b>Revenue Budget</b>				
<b>Subtotal Services</b>	<b>18,320</b>	<b>8,516</b>	<b>18,827</b>	<b>507</b>
Less: Reversal of accounting adjustments	(1,778)		(1,778)	0
<b>Revised Subtotal Services</b>	<b>16,542</b>	<b>8,516</b>	<b>17,049</b>	<b>507</b>
Corporate Income & Expenditure	(1,481)	(975)	(1,423)	58
Provisions and Risk Items	0	0	(268)	(268)
<b>Net Budget Requirement</b>	<b>15,061</b>	<b>7,541</b>	<b>15,358</b>	<b>297</b>
<b>Funded by:</b>				
Council Tax	(6,597)		(6,597)	0
Retained Business Rates	(5,014)		(5,014)	0
Government Funding - Grants	(3,206)		(3,206)	0
Government Funding - NHB	(287)		(287)	0
Collection Fund (surplus) / Deficit	(473)		(473)	0
<b>TOTAL Funding</b>	<b>(15,577)</b>	<b>0</b>	<b>(15,577)</b>	<b>0</b>
<b>Budget shortfall/(surplus)</b>	<b>(516)</b>		<b>(219)</b>	<b>297</b>

### 3. 2024/25 REVENUE BUDGET FORECAST

3.1 As previously reported to member in December, the outturn forecast for 2024/25 of £15.327m results in a forecast variance of £0.266m. Table 2 provides members with an overview of the material outturn variations that have been forecast across services with Tables 3 and 4 providing detail on the non-service revenue expenditure and income budgets.



**Table 1 – Revenue Budget Outturn Forecast Summary (excluding “Planning Services”)**

	2024/25 Latest Net Budget (£'000)	2024/25 Actuals to Q2 (£'000)	2024/25 Outturn Forecast (£'000)	2024/25 Outturn Variance (£'000)
<b>Revenue Budget</b>				
<b>Subtotal Services</b>	<b>18,320</b>	<b>8,516</b>	<b>18,697</b>	<b>376</b>
Less: Reversal of accounting adjustments	(1,778)		(1,778)	0
<b>Revised Subtotal Services</b>	<b>16,542</b>	<b>8,516</b>	<b>16,918</b>	<b>376</b>
Corporate Income & Expenditure	(1,481)	(975)	(1,423)	58
Provisions and Risk Items	0	0	(168)	(168)
<b>Net Budget Requirement</b>	<b>15,061</b>	<b>7,541</b>	<b>15,327</b>	<b>266</b>
<b>Funded by:</b>				
Council Tax	(6,597)		(6,597)	0
Retained Business Rates	(5,014)		(5,014)	0
Government Funding - Grants	(3,206)		(3,206)	0
Government Funding - NHB	(287)		(287)	0
Collection Fund (surplus) / Deficit	(473)		(473)	0
<b>TOTAL Funding</b>	<b>(15,577)</b>	<b>0</b>	<b>(15,577)</b>	<b>0</b>
<b>Budget shortfall/(surplus)</b>	<b>(516)</b>		<b>(250)</b>	<b>266</b>

### Planning Services

**3.2** The outturn forecast outlined in this report includes an estimate for “Planning Services” (as listed below).

- DEV001: Development Control
- DEV002: Development Control – Appeals
- DEV003: Development Control – Enforcement
- DEV004: Development Advice
- PLP002: Local Development Framework
- PLP005: Heritage and Design

**3.3** These services transferred from Publica to the Council as part of Phase 1 and included 46 posts. At the time of drafting this report (05 December 2024) there were 14





vacancies across the teams. Of these vacancies, 6 were covered by agency staff on a short-term basis.

- 3.4** It is vital that the Council is able to provide a planning service to ensure that planning applications are assessed, and decisions made within the prescribed time periods and that work on progressing the Council's Local Plan is adequately resourced. For planning applications statutory time limits apply
- (13 weeks for applications for major development
  - 10 weeks for applications for technical details consent and applications for public service infrastructure development
  - 8 weeks for all other types of development (unless an application is subject to an Environmental Impact Assessment, in which case a 16-week limit applies).
- 3.5** Should the Council not be able to achieve the speed or quality of decisions, there is a risk that the Secretary of State would intervene using powers under Section 62A or 62B of the Town and Country Planning Act 1990. This could result in a designation requiring the Council to improve performance or in some circumstances the local authority could lose the ability to determine applications. Specific criteria would need to be met to be de-designated.
- 3.6** The Government published (12 December 2024) the updated National Planning Policy Framework (NPPF) and this will clearly have strategic, service delivery, and financial implications for the Council. The increase in the Local Housing Need (LHN) numbers from 504 to 1,036 per annum will require the Council to ensure it has a 5-year Housing Supply.

#### Recruitment and Retention

- 3.7** The Council has an active programme of recruitment with 8 posts across the planning service. The following posts have been filled following the recruitment process
- Assistant Director – Planning (Start date March/April 2025)
  - Head of Planning Services (Start date January 2025)
  - Head of Planning Policy and Infrastructure (Start date March/April 2025)
- 3.8** The following roles are currently subject to active recruitment:
- Principal Planning Enforcement Officer
  - Senior Planning Enforcement Officer



- Principal Planning Officer (DM)
- Senior Planning Officer (DM)
- Senior Conservation and Design Officer
- Assistant Conservation Officer
- Landscape Officer
- Sustainable Transport Officer (Fixed Term)

**3.9** Interim agency cover is provided for the following roles with the broad assumption that interim cover will be required until the end of the financial year.

- Assistant Director – Planning
- Development Management Lead/Head of Planning Services
- Principal Enforcement Officer
- Senior Enforcement Officer
- Senior Planning Officer x 2
- Principal Planning Officer (Planning Policy & Infrastructure)

#### Expenditure Forecast

**3.10** As set out in paragraphs x to x of the report, there is considerable reliance on interim agency cover to deliver planning services given the number of vacancies across the teams.

**3.11** As part of Phase 1 of the Publica Review, Planning Services transferred from Publica to the Council on 01 November 2024. 46 posts transferred to the Council with salary budgets. As part of the transfer arrangement, the Council increased the pay and pay-related budget recognising the additional cost associated with providing the Local Government Pension Scheme (LGPS) for those staff who were outside of the scheme when employed by Publica. A breakdown of this budget is shown below.



**Table 2 – “Planning Services” – Phase 1 Budgets**

<b>Service</b>	<b>Baseline Cost (£'000)</b>	<b>Sharing + Pension Impact (£'000)</b>	<b>New Roles (£'000)</b>	<b>New Model Total (£'000)</b>	<b>2024/25 PY Impact (£'000)</b>
DEV001 - Development Control (All)	1,112	113	80	1,305	544
PLP001 - Local Development Management	403	8	0	411	171
PLP004 - Heritage & Design	438	28	0	467	194
<b>Subtotal "Planning Services"</b>	<b>1,954</b>	<b>149</b>	<b>80</b>	<b>2,183</b>	<b>909</b>

**3.12** For the purposes of financial reporting, the service budget includes the “**Baseline Cost**” with variation reported against this element only. The other elements – “**Sharing + Pension Impact**” and “**New Roles**” are reported as part of the Phase 1 Publica Review Provision. This is to ensure there is no double counting of budget and/or variation.

**3.13** The expenditure forecast is based on the following assumptions informed by the recruitment process outlined earlier in the report:

- Salary costs from November 2024 to March 2025 including the impact of the 2024/25 pay award
- Agency cost forecast based on current interim placements at known rates with placements assumed to continue to the end of March 2025. No assumption has been made on changes to agency/interim composition.

**3.14** On this basis, the forecast for Planning Services is shown in the table below



**Table 3 – “Planning Services” Expenditure forecast**

<b>Service</b>	<b>PY Baseline Costs (£'000)</b>	<b>Forecast Spend - Salaries (£'000)</b>	<b>Forecast Spend - Agency (£'000)</b>	<b>TOTAL (£'000)</b>	<b>Variance (£'000)</b>
DEV001 - Development Control (All)	463	264	323	587	124
PLP001 - Local Development Management	168	147	44	192	24
PLP004 - Heritage & Design	183	163	0	163	(20)
<b>Subtotal "Planning Services"</b>	<b>814</b>	<b>574</b>	<b>367</b>	<b>942</b>	<b>128</b>

**3.15** Taking into account a forecast net underspend on Planning Appeal costs and Local Plan support costs of £14k (previously included in the Q2 forecast), the net expenditure position for Planning Services is a forecast overspend of £114k.

**3.16** In addition, recruitment costs of £100k have been included in the Q2 forecast with these costs directly attributable to Planning Services.

#### Income Forecast

**3.17** At the end of Period 8 (November), income from Planning applications and pre-application advice was £120k above the profiled budget position. If this trend was replicated over the remainder of the financial year the outturn position could be £180k higher than the budgeted income level.

**3.18** However, for the purposes of this report a prudent estimate of £120k of additional income over the budgeted level has been assumed. This ensures optimism bias in the forecast is mitigated. The level of income will continue to be closely monitored.

**3.19** [Annex C of the Council Priority and Service Performance Report – 2024-25 Quarter Two](#) report considered by Cabinet on 05 December provided details on income performance.

**3.20** A key point to note is that additional income does not in itself justify additional expenditure. In the analysis of expenditure and income set out in this report, the level of expenditure incurred, and forecast is based around maintaining service delivery first and foremost.



Revised Q2 Outturn Forecast

**3.21** The impact on the Q2 position including “Planning Services” is shown in the table below. The outturn forecast moves from a £266k adverse variation to £297k.

**3.22** Other things being equal, this would reduce the net surplus to £219k (from £250k)

**Table 4 – Revised Revenue Budget Outturn Forecast Summary**

	2024/25 Latest Net Budget (£'000)	2024/25 Actuals to Q2 (£'000)	2024/25 Outturn Forecast (£'000)	2024/25 Outturn Variance (£'000)
<b>Revenue Budget</b>				
<b>Subtotal Services</b>	<b>18,320</b>	<b>8,516</b>	<b>18,827</b>	<b>507</b>
Less: Reversal of accounting adjustments	(1,778)		(1,778)	0
<b>Revised Subtotal Services</b>	<b>16,542</b>	<b>8,516</b>	<b>17,049</b>	<b>507</b>
Corporate Income & Expenditure	(1,481)	(975)	(1,423)	58
Provisions and Risk Items	0	0	(268)	(268)
<b>Net Budget Requirement</b>	<b>15,061</b>	<b>7,541</b>	<b>15,358</b>	<b>297</b>
<b>Funded by:</b>				
Council Tax	(6,597)		(6,597)	0
Retained Business Rates	(5,014)		(5,014)	0
Government Funding - Grants	(3,206)		(3,206)	0
Government Funding - NHB	(287)		(287)	0
Collection Fund (surplus) / Deficit	(473)		(473)	0
<b>TOTAL Funding</b>	<b>(15,577)</b>	<b>0</b>	<b>(15,577)</b>	<b>0</b>
<b>Budget shortfall/(surplus)</b>	<b>(516)</b>		<b>(219)</b>	<b>297</b>

#### **4. CONCLUSIONS**

**4.1** This monitoring report presents an update on the Council’s Q2 outturn forecast. As the report sets out, an overspend of £0.297m is now forecast for the financial year which. Without mitigating or corrective action this would reduce the level of the budgeted surplus that would transfer to the Financial Resilience Reserve at year end which is not considered appropriate given the scale of the financial challenge over the MTFS period.



- 4.2** With a significant financial pressure in 2024/25 it is essential that Planning Services expenditure is brought in line with the budget. Subject to the conclusion of current recruitment activity, there is adequate salary budget across the service. However, should there be further turnover of staff in 2025/26, the service will need to manage vacancies accordingly to cover any additional cost of recruitment and interim agency staff costs.
- 4.3** An item for consideration in the 2025/26 budget and over the MTFS-period will be assessing the level of resources required to complete the Local Plan update and deliver a new Local Plan.
- 4.4** Cabinet will continue to consider the impact of the forecast outturn and the impact on earmarked reserves as part of their oversight of the savings and transformation programme.
- 4.5** It is recommended that Cabinet review in-year opportunities with Publica and Ubico and provide an update in February 2025 as part of the 2025/26 Budget reports on options to mitigate the financial position as currently forecast across the MTFS period.
- 4.6** To mitigate the risk around additional expenditure and a potential deterioration of the financial position during the rest of the financial year, Cabinet approved the following recommendations:
- 4.7 **Vacancy Management**** - implement an Authority to Fill process with authorisation for all recruitment activity including time-limited agency cover, limits of day/hourly rates, recruitment costs. Prioritisation of posts/service areas with active recruitment to essential roles only.
- 4.8 **Consultancy support and external commissions**** – s151 to provide guidance to all service leads on criteria under which external agency support can be commissioned (subject to business case which would identify need based on criteria such as supports Corporate Plan delivery, alternative options have been considered, time-critical requirement to ensure project delivery, funding identified and available).
- 4.9** As set out in Section 5 of the [2025/26 Budget Strategy and Medium-Term Financial Strategy \(MTFS\) Update](#) report – accelerate development of **refreshed Savings & Transformation plan** to ensure adequate cost reductions are identified, scoped, and planned over the MTFS period. Savings ideas will be grouped by workstream and clearly indicate outcomes expected in terms of financial and service benefits and set challenging but achievable action plans for delivery by agreed periods.



**4.10** Linked to the mitigation action above, consider actions for budget holders in 2025/26 to reduce income pressure on revenue budget as part of the review of **fees and charges** from a cost recovery position.

**4.11 Publica Review Phase 2** – whilst not a direct issue for this report, Phase 2 of the review poses the single biggest risk to a balanced budget in 2025/26 and over MTFs period. The design-led principle *Consideration of cost* must ensure that the additional cost of bring services back to the Council are quantified with mitigating actions taken to reduce the potential impact on the MTFs.

## **5. FINANCIAL IMPLICATIONS**

**5.1** The detailed financial implications are set out in the report.

## **6. LEGAL IMPLICATIONS**

**6.1** Under Part 2 Local Government Act 2003, the Council must, from time to time during the year review the calculations it has used to set its budget. The Council's Chief Financial Officer is required to report to the Council on the robustness of estimates made for the purposes of calculating the annual budget, and on the adequacy of proposed financial reserves. Members must have regard to that report when making decisions about the calculations in connection with which it is made.

## **7. RISK ASSESSMENT**

**7.1** Section 8 of the report set out the material risks and uncertainties.

## **8. EQUALITIES IMPACT**

**8.1** None

## **9. CLIMATE AND ECOLOGICAL EMERGENCIES IMPLICATIONS**

**9.1** None

## **10. BACKGROUND PAPERS**

**10.1** None

(END)

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# Agenda Item 14



**COTSWOLD**  
DISTRICT COUNCIL

Council name	<b>COTSWOLD DISTRICT COUNCIL</b>
Name and date of Committee	<b>CABINET – 9 JANUARY 2025</b>
Subject	<b>APPROVAL TO AWARD CONTRACT FOR PARKING ICT SYSTEM</b>
Wards affected	All
Accountable member	Councillor Paul Hodgkinson, Cabinet Member for Health, Culture, and Visitor Experience Email: paul.hodgkinson@cotswold.gov.uk
Accountable officer	Jon Dearing, Interim Executive Director Email: <a href="mailto:Democratic@Cotswold.gov.uk">Democratic@Cotswold.gov.uk</a>
Report author	Maria Wheatley, Parking Manager Email: <a href="mailto:Democratic@Cotswold.gov.uk">Democratic@Cotswold.gov.uk</a>
Summary/Purpose	To agree the contract award for the Parking ICT system
Annexes	Annex A – Equality Impact Assessment Exempt Annex B – Contract Award (exempt for reasons of commercial sensitivity)
Recommendation(s)	That Cabinet resolves to:  I. Approve the recommendation by officers to award the contract for the Parking ICT system to the preferred contractor as outlined in the Exempt Annex B. The contract length is 4 years plus 1.
Corporate priorities	<ul style="list-style-type: none"> <li>• Delivering Good Services</li> <li>• Supporting Communities</li> <li>• Supporting the Economy</li> </ul>
Key Decision	YES
Exempt	YES -Annex B only
Consultees/	N/A



## **1. EXECUTIVE SUMMARY**

- 1.1 The Parking Team manage parking services across Cotswold, Forest of Dean and West Oxfordshire District Councils. This enables common functions such as the Central Parking ICT System to be shared allowing for economies of scale.
- 1.2 The system enables enforcement and regulates permits. The system controls penalty charge notices from issue or recovery or cancellation. This is a complex legal process regulated by law. The system also allows for virtual permits to be created and managed by the customers. This system is essential for the parking team to function and monitor parking.

## **2. BACKGROUND**

- 2.1 The current contract is with Chipside Ltd which started on 1<sup>st</sup> April 2020 and expires 31<sup>st</sup> March 2025. The annual base fee is shared equally between the three councils. There are transactional costs, which relate to third party costs such as banking and other transactional costs which are attributed to each council depending on usage. The usage is related to the number of penalty charge notices and number of permits.

## **3. THE PROCUREMENT PROCESS**

- 3.1 The procurement process was carried out under the ESPO framework 509 lot 4. All nine providers under this framework were invited to take part in a mini tender. The specifications for this procurement included the need for separate contracts for each council, keeping the ability to manage three councils under the same system but with the ability to separate out if necessary, during the life of the contract. This enables the councils to be flexible in the future.
- 3.2 The submissions have been evaluated 60% for price and 40% for quality. The quality criteria included the ability for customers to self-serve whenever possible but also make contact by other methods such as telephone and mail ensuring accessibility for all.
- 3.3 Officers evaluated the bid, the outcome being that the preferred contractor for recommendation is the incumbent provider Chipside Ltd ( Appendix B).

## **4. ALTERNATIVE OPTIONS**

- 4.1 There is an option to award a contract for a different length of time, however 4 years plus 1, contract gives stability to both the contractor and the councils. The contract will be



written with the flexibility to allow for fluctuations in the future needs of the service, such as the need to connect with the National Parking Platform.

## **5. FINANCIAL IMPLICATIONS**

- 5.1 The financial implications to appoint this supplier will not affect the existing budget as the value is the same as the existing contract.

## **6. LEGAL IMPLICATIONS**

- 6.1 The requirements have been processed through the procurement process in accordance with the Council's Procurement and Contract Management Strategy and The Public Contracts Regulations 2015.
- 6.2 A contract will be put in place between the council and the supplier.

## **7. RISK ASSESSMENT**

- 7.1 Failure to award the contract will mean the Council will be unable to enforce any of the car parks nor issue any permits, when the current contract ends.

## **8. EQUALITIES IMPACT**

- 8.1 The recommendation will not have an effect on different service users; there are provisions for customers without computers to access the services by other means such as telephone or mail.
- 8.2 Officers have undertaken an Equality Impact Assessment which can be found at Annex A.

## **9. CLIMATE AND ECOLOGICAL EMERGENCIES IMPLICATIONS**

- 9.1 There are no known implications for climate or ecological emergencies as this system is to provide virtual permits that negate the need for paper and the system is externally hosted.

## **10. BACKGROUND PAPERS**

- 10.1 None.

(END)

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### Equality and Rurality Impact Assessment Form

When completing this form you will need to provide evidence that you have considered how the ‘protected characteristics’ may be impacted upon by this decision. In line with the General Equality Duty the Council must, in the exercise of its functions, have due regard for the need to:

- a) Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
- b) Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

This form should be completed in conjunction with the guidance document available on the Intranet

Once completed a copy should be emailed to [cheryl.sloan@publicagroup.uk](mailto:cheryl.sloan@publicagroup.uk) to be signed off by an equalities officer before being published.

1. Persons responsible for this assessment:

Names: Maria Wheatley	
Date of assessment: 20 <sup>th</sup> November 2024	Telephone: 01285 623228 Email: <a href="mailto:maria.wheatley@publicagroup.uk">maria.wheatley@publicagroup.uk</a>

2. Name of the policy, service, strategy, procedure or function:

Award of a shared Parking ICT contract to replace the current contract that is due to expire.
---

3. Briefly describe it aims and objectives

To enable the Council to enforce car parks by the issue of penalty charge notices and process parking permits
---

4. Are there any external considerations? (e.g. Legislation/government directives)

To enable the council to enforce the car parks under the Traffic Management Act 2004, a suitable system is required.
--

--

5. What evidence has helped to inform this assessment?

Source	✓	If ticked please explain what
Demographic data and other statistics, including census findings	<input type="checkbox"/>	
Recent research findings including studies of deprivation	<input type="checkbox"/>	
Results of recent consultations and surveys	<input type="checkbox"/>	
Results of ethnic monitoring data and any equalities data	<input type="checkbox"/>	
Anecdotal information from groups and agencies within Gloucestershire	<input type="checkbox"/>	
Comparisons between similar functions / policies elsewhere	<input type="checkbox"/>	
Analysis of audit reports and reviews	<input type="checkbox"/>	
Other:	<input type="checkbox"/>	

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6. Please specify how intend to gather evidence to fill any gaps identified above:

N/A
-----

7. Has any consultation been carried out?

None
------

If NO please outline any planned activities

--

8. What level of impact either directly or indirectly will the proposal have upon the general public / staff? (Please quantify where possible)

Level of impact	Response
NO IMPACT – The proposal has no impact upon the general public/staff	X
LOW – Few members of the general public/staff will be affected by this proposal	<input type="checkbox"/>
MEDIUM – A large group of the general public/staff will be affected by this proposal	<input type="checkbox"/>
HIGH – The proposal will have an impact upon the whole community/all staff	<input type="checkbox"/>
Comments: e.g. Who will this specifically impact? Anyone who receives a penalty charge notice or applies for a permit.	

9. Considering the available evidence, what type of impact could this function have on any of the protected characteristics?

*Negative – it could disadvantage and therefore potentially not meet the General Equality duty;*

*Positive – it could benefit and help meet the General Equality duty;*

*Neutral – neither positive nor negative impact / Not sure*

	Potential Negative	Potential Positive	Neutral	Reasons	Options for mitigating adverse impacts
Age – Young People			X		
Age – Old People			X		
Disability			X		
Sex – Male			X		
Sex – Female			X		
Race including Gypsy and Travellers			X		
Religion or Belief			X		
Sexual Orientation			X		

Gender Reassignment			X		
Pregnancy and maternity			X		
Geographical impacts on one area			X		
Other Groups			X		
<b>Rural considerations:</b> ie Access to services; leisure facilities, transport; education; employment; broadband.			X	The recommendation will not have an effect on different service users; there are provisions for customers without computers to access the services by other means such as telephone or mail.	

10. Action plan (add additional lines if necessary)

Action(s)	Lead Officer	Resource	Timescale

11. Is there is anything else that you wish to add?

This is an externally hosted ICT system.

**Declaration**

I/We are satisfied that an equality impact assessment has been carried out on this policy, service, strategy, procedure or function and where an negative impact has been identified actions have been developed to lessen or negate this impact. We understand that the Equality Impact Assessment is required by the District Council and that we take responsibility for the completion and quality of this assessment.



Completed By:	Maria Wheatley	Date:	20 <sup>th</sup> November 24
Line Manager:	Susan Hughes	Date:	20 <sup>th</sup> November 24
Reviewed by Corporate Equality Officer:	Chloe Phillips	Date:	27 November 2024.

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