

Public Document Pack



COTSWOLD
District Council

Tuesday, 14 January 2025

Tel: 01285 623181
e-mail: democratic@cotswold.gov.uk

COUNCIL

A meeting of the Council will be held in the Council Chamber - Council Offices, Trinity Road, Cirencester, GL7 1PX on **Wednesday, 22 January 2025 at 2.00 pm.**

Rob Weaver
Chief Executive

To: Members of the Council

(Councillors Gina Blomefield, Claire Bloomer, Ray Brassington, Patrick Coleman, Daryl Corps, David Cunningham, Tony Dale, Mike Evely, David Fowles, Joe Harris, Mark Harris, Paul Hodgkinson, Nikki Ind, Angus Jenkinson, Julia Judd, Juliet Layton, Andrew Maclean, Helene Mansilla, Mike McKeown, Dilys Neill, Nigel Robbins, Gary Selwyn, Tony Slater, Lisa Spivey, Tom Stowe, Jeremy Theyer, Clare Turner, Chris Twells, Michael Vann, Jon Wareing, Ian Watson, Tristan Wilkinson and Len Wilkins and Andrea Pellegram).

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.

Cotswold District Council, Trinity Road, Cirencester, Gloucestershire, GL7 1PX
Tel: 01285 623000 www.cotswold.gov.uk

AGENDA

1. **Apologies**
To receive any apologies for absence. The quorum for Council is 9 members.
2. **Declarations of Interest**
To receive any declarations of interest from Members relating to items to be considered at the meeting.
3. **Minutes** (Pages 7 - 16)
To confirm the minutes of the meeting of Council held on 27 November 2024.
4. **Announcements from the Chair, Leader and Chief Executive**
To receive any announcements from the Chair of the Council, the Leader of the Council and the Chief Executive.
5. **Unsung Heroes Award**
For the Chair of Council to award the Unsung Heroes Awards.
6. **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 Council'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 Chair 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.

7. **Member Questions** (Pages 17 - 26)
A Member of the Council may ask the Chair, the Leader, a Cabinet Member or the Chair of any Committee 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 Chair 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.

The following questions were submitted prior to the publication of the agenda:

Question 1 from Councillor Judd to Councillor Layton, Cabinet Member for Housing and Planning.

On Friday 20 December, I emailed cil@cotswold.gov.uk asking for support to find out if one of my parishes can use their CIL payments to enhance the school Wi-Fi so that the Parish could use the Wi-Fi for CCTV which they will be installing to disrupt ASB in their village. At the time of writing, neither I, nor the Parish Clerk have received a reply.

Please could members be updated on the current CIL process to include what is the procedure to get the ball rolling to help parishes receive CIL money for their projects, what criteria is applied and who makes the decision on whether the needs of the Parish meet the criteria?

Question 2 from Councillor Blomefield to Councillor Layton, Cabinet Member for Housing and Planning.

Many councils including Harlow District Council have introduced civil penalties for rogue landlords who fail to keep their properties to the Decent Home Standard with potential fines of up to £30,000 for non-compliance.

Whilst I very much hope that there are very few tenants suffering from sub-standard housing across the Cotswolds, where it does happen it can be a very serious issue for the tenants' health and wellbeing, and access to help to remedy their problems is essential.

Does CDC have a process whereby social and private tenants can report poor conditions in their housing, and, if so, what actions are taken to ensure the responsible landlord brings the property up to standard or is otherwise penalized?

Question 3 from Councillor Fowles to Councillor Evemy, Deputy Leader and Cabinet Member for Finance and Transformation

When the decision was taken in March 2022 to refurbish and then let a sizeable part of Trinity Road as serviced offices, the business case presented to Council projected an annual return of 12.3% on the £1,345,000 capital investment. Following the appointment of Watermoor Point a few months ago to both let and manage the site; it appears that the building is still largely unlet. This is against the backdrop of the main Watermoor Point being fully occupied. Now that the works are completed, please could you confirm the final total costs of this capital investment project, the revised anticipated annual return and provide the Council with an update on how many tenants have signed up to date and what space is still unoccupied?

Question 4 from Councillor Blomefield to Councillor Layton, Cabinet Member for Housing and Planning.

There are reports from elsewhere in the Country of developers struggling to secure viable bids from housing associations to fulfil the social and affordable housing which developers are obliged to deliver under planning agreements with local authorities.

This has the potential to delay developments or alter the balance of planned housing projects, posing a significant barrier to meeting local authority targets. Are you aware of any similar problems in the Cotswolds and how much of a concern could this be given the likely increase in development in the coming years?

Question 5 from Councillor Theyer to Councillor Wilkinson, Cabinet Member for Economy and Environment

5 months after the re-zoning of rounds caused huge disruption to waste collections across the district, there are still an unacceptable number of missed collections in Sandywell Ward and presumably across the district. Why, after such a significant time, is this impact still being felt?

Question 6 from Councillor Corps to Councillor Wilkinson, Cabinet Member for Economy and Environment

When new housing developments are first built, developers often hand over the maintenance of public areas and assets, such as dog waste bins, to a resident's management company.

Over time, as these developments become established, local authorities—such as the County Council for highways and the District Council for public waste management—generally adopt responsibility for these assets.

Given the huge numbers of new housing CDC is planning for the district, and the inevitable rise in demand for dog waste bins on public footways, what steps has Cotswold District Council taken to ensure it has the necessary resources in place to effectively manage both the current and anticipated increase in dog waste bins?

8. **Counter Fraud and Enforcement Unit Collaboration Agreement** (Pages 27 - 60)

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 Council resolves to:

1. Approve the Council entering into the Counter Fraud and Enforcement Unit Partnership Collaboration Agreement.

9. **Report of the Constitution Working Group** (Pages 61 - 70)

Purpose

To consider proposals from the Constitution Working Group to modernise the Constitution:

- i) to update Part D8 of the Constitution relating to the Chief Executive's Urgency Powers, and,
- ii) introduce a Local Ward Member Protocol.

Recommendations

That Council resolves to:

1. Authorise the Director of Governance & Development (Monitoring Officer) to update Part D8 - Matters of Urgency, in the Constitution
2. That Council approves the addition of a Local Ward Member Protocol into the Constitution.

10. **Moreton-in-Marsh Working Group Membership** (Pages 71 - 84)

Purpose

To confirm membership of the Moreton-in-Marsh Working Group; and to approve an updated Working Group Terms of Reference.

Recommendations

That Council resolves to:

1. Approve the membership of the Moreton-in-Marsh Working Group; and
2. Approve an updated Moreton-in-Marsh Working Group Terms of Reference.

11. **Community Governance Review - Upper Rissington** (Pages 85 - 90)

Purpose

To approve and adopt the Terms of Reference for a Community Governance Review, with draft proposals

Recommendation

That Council resolves to:

1. Approve and adopt the Terms of Reference for consultation.

12. **Programme of Meetings for 2025/26** (Pages 91 - 106)

Purpose

To set a programme of Council and Committee meetings for 2025/26.

Recommendations

That Council resolves to:

1. Agree to move the date of the next budget meeting from Wednesday 26 February 2025 to Monday 24 February 2025 at 6.00pm.
2. Agree the programme of meetings for 2025/26 as set out in Annexes A and B.
3. Delegate authority to the Director of Governance and Development (Monitoring Officer), in consultation with Group Leaders, to make changes to the programme of meetings in the event that there is any future decision of Council to change the committee structure or committee remit that impacts the programme of meetings.
4. Delegate authority to the Democratic Services Business Manager to set the meeting dates for the Performance and Appointments Committee.
5. Delegate Authority to the Director of Governance and Development (Monitoring Officer) to set dates for member training and briefing sessions, any working groups established by the Council and any meetings of the Licensing Sub-Committee (Licensing Act 2003 Matters) and the Standards Hearings Sub-Committee (if required).
6. Agree that, subject to any alternative proposals Council considers and agrees, meeting start times will be rolled forwards from 2024/25.

13. **Notice of Motions**

No Motions have been received for consideration at this Council meeting.

14. **Next meeting**

The next meeting of Council will be held on Monday 24 February 2025 if Council agrees the recommendation at agenda item 12 to move the next meeting forward from Wednesday 26 February 2025.



Council
27/November2024

Minutes of a meeting of Council held on Wednesday, 27 November 2024

Members present:

Nikki Ind - Chair	Mark Harris – Vice-Chair	
David Cunningham	Claire Bloomer	Jeremy Theyer
Dilys Neill	Nigel Robbins	Clare Turner
Tristan Wilkinson	Gary Selwyn	Michael Vann
Mike Evely	Lisa Spivey	Jon Wareing
Joe Harris	Patrick Coleman	Ian Watson
Julia Judd	Ray Brassington	Daryl Corps
Juliet Layton	Tom Stowe	Len Wilkins
Andrew Maclean	Tony Slater	Paul Hodgkinson
Gina Blomefield	David Fowles	Angus Jenkinson
Mike McKeown		

Officers present:

Andrew Brown, Democratic Services Business Manager	Caleb Harris, Senior Democratic Services Officer
Angela Claridge, Director of Governance and Development (Monitoring Officer)	Kira Thompson, Election and Democratic Services Support Assistant
David Stanley, Deputy Chief Executive and Chief Finance Officer	

46 Apologies

Apologies were received from Councillors Chris Twells, Helene Mansilla, and Tony Dale

Officers were notified during the meeting that Councillor Roly Hughes had to also provide apologies.

47 Declarations of Interest

There were none.

48 Minutes

The minutes of the previous meeting on 25 September 2024 were considered as part of the pack. The Chair noted for Members that there was an exempt member question response included in the private papers, and asked if any Member wished to discuss the contents in private session. There was no request to discuss these in private session.

There were no amendments to the minutes

Minutes of previous meeting on 25 September 2024 (Resolution)		
RESOLVED: That the minutes of the previous meeting on 25 September 2024 be APPROVED as a correct record.		
For	Gina Blomefield, Ray Brassington, Patrick Coleman, Daryl Corps, Mike Evemy, David Fowles, Mark Harris, Joe Harris, Paul Hodgkinson, Nikki Ind, Angus Jenkinson, Julia Judd, Juliet Layton, Andrew Maclean, Mike McKeown, Dilys Neill, Nigel Robbins, Gary Selwyn, Tony Slater, Lisa Spivey, Tom Stowe, Jeremy Theyer, Clare Turner, Michael Vann, Jon Wareing, Ian Watson, Tristan Wilkinson and Len Wilkins	28
Against	None	0
Conflict Of Interests	None	0
Abstain	Claire Bloomer and David Cunningham	2
Carried		

49 Unsung Heroes Awards

The purpose of this item was for the Chair to award the Unsung Heroes awards.

This was noted by the Chair as the second month where the awards are given.

The Chair then noted the awardees as Christopher Davies, Suzie Drye, Richard and Kate Cleverly and Gemina Plater. Their contributions were across the District were highlighted especially in relation to young people.

50 Announcements from the Chair, Leader or Chief Executive (if any)

The Chair then made her announcements:

- Thanks were given to Ana Prelici and Caleb Harris as they were both moving on to new employment opportunities.

- Congratulations were given to the Cirencester Signpost organisation who had received the Kings Award for Voluntary Service.
- The Chair had represented the Council at a number of key events including the Tetbury Remembrance Service, the lowering of flags at the Council offices and the civic briefing at RAF Fairford.
- The recent Storm Birch had caused lots of damages in the District and the work of emergency services and others to assist were acknowledged. On this point, the Chair accepted an intervention from Councillor Cunningham who wished to know what the Council is doing to look at flood mitigation measures in the District. Councillor Wilkinson as the Cabinet Member responsible for flooding noted his previous experience with the flooding of his home and the devastating impact of storms. It was highlighted that the Council would work across all political groups and partners to help tackle this.

The Leader then made his announcements:

- It was noted how important flooding is and how the issues are getting more serious over time. It was important for the Council to use its community leadership role to manage these issues. Thanks were given to Ubico staff and all those involved in tackling the recent events.
- Congratulations were given to all the Unsung Heroes who had been awarded.
- It was highlighted that the English Devolution Bill was likely to bring forward the reorganisation of local government in Gloucestershire. It was highlighted that preparations were ongoing to look at the potential impacts of this and what this will mean for the future of the Council. But there was a need to engage constructively with the government on a county wide basis.
- Thanks were given to Caleb Harris, as the Senior Democratic Services Officer for all of his work. It was noted that Democratic Services had seen a lot of improvements over the past 3 years which was welcomed by all Members.
- The passing of former Councillors Geoffrey Adams and Martin Harwood were recognised for their contributions as public servants.

There were no announcements from the Chief/Deputy Chief Executive Officer

51 Public Questions

There were no public questions.

52 Member Questions

Member questions and the supplementary questions and responses can be found in the attached Annex A.

53 Membership of Committees and Cabinet update

The purpose of the report was to inform Council regarding changes to the membership of the Cabinet and to agree a new appointment to the Overview and Scrutiny Committee.

The Leader, Councillor Joe Harris, introduced the item and made the following points:

- Councillor Tristan Wilkinson was appointed to take up the role of the Economy and Environment which would also include overseeing the Council's waste services.
- There had been a reduction of one Cabinet Member.
- The reshuffle focusses on the key objectives of the administration were being served as part of the corporate priorities from delivering services for residents, to delivering housing and tackling climate change.
- Tributes were paid to Councillors Lisa Spivey and Tony Dale who had left the Cabinet.
- Councillor Lisa Spivey was recommended to be appointed to the Overview & Scrutiny Committee and thanks were given to Councillor Gina Blomefield for her leadership of the Committee to improve it.

There thanks given to Councillor Wilkinson for his work on the Overview and Scrutiny Committee and a welcome to the Councillor Spivey for her proposed appointment.

There was a comment regarding that waste was not in the title of the role of Economy and Environment as a key statutory service.

Councillor Mike Evely formally seconded the recommendations and made the following points:

- As the previous holder of the waste role, whilst it was not in the title, it was clear where responsibilities were placed.
- It was noted that the new Cabinet responsibilities could be found on the website.

There was no further discussion on the item.

Membership of Committees and Cabinet update (Resolution)

RESOLVED: That Full Council

1. NOTED the update from the Leader of the Council regarding the change to the membership and responsibilities of Cabinet Members.
2. AGREED to appoint from the Liberal Democrat Group Councillor Lisa Spivey to the Overview and Scrutiny Committee to replace Councillor Tristan Wilkinson.

For	Gina Blomefield, Claire Bloomer, Ray Brassington, Patrick Coleman, Daryl Corps, David Cunningham, Mike Evemy, David Fowles, Mark Harris, Joe Harris, Paul Hodgkinson, Nikki Ind, Angus Jenkinson, Julia Judd, Juliet Layton, Andrew Maclean, Mike McKeown, Dilys Neill, Nigel Robbins, Gary Selwyn, Tony Slater, Lisa Spivey, Tom Stowe, Jeremy Theyer, Clare Turner, Michael Vann, Jon Wareing, Ian Watson, Tristan Wilkinson and Len Wilkins	30
Against	None	0
Conflict Of Interests	None	0
Abstain	None	0
Carried		

54 Council Tax Support Scheme for 2025/2026

The purpose of the report was to consider and approve the revised Council Tax Support Scheme for the financial year 2025/2026.

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

- The scheme is brought in advance of the Budget so that the calculations for the Council Tax for the new financial year
- Council Tax Support was important for many of the most vulnerable in communities
- The Cost of living was continuing pressure on those on lower incomes and the bands for Council Tax Support need to keep pace with increasing costs. The proposals would see bands increased by 4% in order to keep the real terms value of the support.
- The Council residents in receipt of Council Tax Support have a benefit of £5 million, but the support is vital for those residents on the lowest of incomes.
- The amount of support is based on their income and the family composition in order to target support effectively.
- An estimated increase of £28,000 of increased support of which £2,000 would come from the Council and the rest would come from the County Council and the Police and Crime Commissioner.
- The Hardship Fund provides for those residents in exceptional circumstances outside of the Council Tax Support Scheme with an estimated £33,000 remaining which was recommended to be carried over.
- The Council had consulted on this and Citizens Advice Bureau had been engaged in the consultation on the scheme to provide valuable advice.

Councillor Bloomer reserved their right as the seconder.

It was noted how important the scheme was to vulnerable residents in the District any help provided was welcomed.

There was a question regarding the caseload and if there was a financial limit on support. It was highlighted that the scheme sets out the criteria and the support residents were entitled to. If a significant increase was seen, this would have to be revised to check on the level of support for the following year. However the benefit to those most vulnerable residents outweighed any costs or little money which would be received from those being billed.

The Chair asked about care leavers given the difficult circumstances, and was there any specific support for them. Councillor Evemy's concurred with the comments regarding care leavers but the understanding was there were not part of this scheme as these were income dependent. The Business Manager noted that the Council does have a discount scheme for carers up to the age of 25 through Gloucestershire County Council referrals.

There was a question on the impact of literature from the Council about the cost of living, and if there was a way to measure this. There was also a question regarding a specific case of the Council asking individuals to repay an overpayment of housing benefit and if discretionary housing payment was available to alleviate the pressure. Councillor Evemy noted one leaflet would be hard to measure in terms of the impact but this was important to make sure residents were aware of the help available. The Business Manager on discretionary housing payment scheme, people would be eligible in receipt of housing benefit or the housing element of Universal Credit but they would look at the income and expenditure of the household. However they were not able to comment on the specifics of the case.

There were comments around the structure of Council Tax and the need to update the bands given that these were set over 30 years ago.

It was highlighted that there were many people who were working but are in poverty.

Councillor Claire Bloomer as the seconder then made the following points:

- The scheme would provide valuable benefits to residents who were struggling.
- The last Cabinet meeting received a report on the work of officers providing cost of living support.

Councillor Evemy summed up and made the following points:

Council

27/November2024

- On Council Tax scheme, it was highlighted that reform was needed for the benefit of taxpayers.
- The Council Tax support scheme allows for more children unlike other benefits like child benefit which has a limit of two children.
- Prior to 2013, Council Tax Support was set nationally. As they are now set locally, there was pride in the policies of the Council.

55 **Gambling Act 2005 Statement of Principles (Policy) Review 2024**

The report details the revisions to the Council's Statement of Principles (Gambling Act 2005), based on legislative requirements, statutory guidance and any amendments following public consultation.

Councillor Ray Brassington as Chair of the Planning and Licensing Committee introduced the report and made the following points:

- Thanks were given to officers for their work on the report
- Licensing authorities are required every 3 years to draft a Statement of Principles and these are then sent out for consultation with the police, Town and Parish Councils and residents.
- No comments were received from the Consultees.
- Following the report being received by the Planning and Licensing Committee, some minor amendments were made to it.
- The recommendation was therefore that the Council adopts a 'no-casino' resolution.

There was a question around the basis for the decision in wishing to adopt a 'no-casino' resolution. It was noted in reply by Councillor Brassington and then also by the Leader of the Council that the resolution ensures the Council has a mechanism to determine if it wishes to allow casinos in the District. The starting point for this would be having no casinos. Without this approve 'no-casino' resolution, the Council would not have the ability to determine this.

There was a question around the exchange of information with other bodies. Mandy Fathers noted in reply the Council does share information with bodies like the Police. However, the Gambling Act was noted to be an area that will be examined in 2025 and an overhaul of these provisions was likely.

Councillor Julia Judd then spoke as the seconder and made the following points:

- The resolution would make sure the District was protected for the future.
- The Planning and Licensing Committee had examined this item as the only item on its agenda at the meeting.

- Paragraph 2.2 of the report was highlighted as the underlying principles of the licensing authority.

It was noted that the document needed to be approved before 31st January 2025 to ensure the safeguards remain in place, and whilst this was the only item on the Planning and Licensing Committee agenda, that Committee was one of the consultees.

Gambling Act 2005 Statement of Principles (Policy) Review 2024 (Resolution)		
RESOLVED: That Full Council 1. APPROVED the Statement of Principles; and, 2. APPROVED to continue to adopt a “no-casino resolution” for inclusions in the published Gambling Act 2005 Licensing Policy Statement.		
For	Gina Blomefield, Claire Bloomer, Ray Brassington, Patrick Coleman, Daryl Corps, David Cunningham, Mike Evemy, David Fowles, Mark Harris, Joe Harris, Paul Hodgkinson, Nikki Ind, Angus Jenkinson, Julia Judd, Juliet Layton, Andrew Maclean, Mike McKeown, Dilys Neill, Nigel Robbins, Gary Selwyn, Tony Slater, Lisa Spivey, Tom Stowe, Jeremy Theyer, Clare Turner, Michael Vann, Jon Wareing, Ian Watson, Tristan Wilkinson and Len Wilkins	30
Against	None	0
Conflict Of Interests	None	0
Abstain	None	0
Carried		

56 Request for a dispensation pursuant to Section 85(1) Local Government Act 1972

To determine whether a dispensation for Councillor Tony Dale may be granted under the provision of Section 85(1) of the Local Government Act 1972.

Councillor Joe Harris introduced this:

- Councillor Dale was in a serious car accident in July 2024 which left him in a difficult physical condition.
- Whilst Members are eager to see him return to the Council, it was important to provide him with the time and space to recover.
- The request was therefore that the Council waive the ‘six month rule’ provision within Section 85 Local Government Act 1972. This would allow Councillor Dale to continue as a Member without risk of falling off the Council due to non-attendance.

It was noted that Councillor Dale was thought of fondly as Ward Member for Northleach.

It was noted that it was pleasing to see his progress on his recovery but this would take time.

Many Members noted their support and best wishes for his recovery.

The Chair, Councillor Nikki Ind, seconded

- Councillor Dale had been a strong mentor to her during her time as a Councillor
- He was a valued Member to his community of Northleach.
- The space and time to recover given by the proposed dispensation was important.

Request for a dispensation pursuant to Section 85(1) of the Local Government Act 1972 (Resolution)

That Full Council resolves to:

1. Approve a dispensation for Councillor Tony Dale in accordance with Section 85(1) of the Local Government Act 1972, on the grounds of ill-health.

For	Gina Blomefield, Claire Bloomer, Ray Brassington, Patrick Coleman, Daryl Corps, David Cunningham, Mike Evemy, David Fowles, Mark Harris, Joe Harris, Paul Hodgkinson, Nikki Ind, Angus Jenkinson, Julia Judd, Juliet Layton, Andrew Maclean, Mike McKeown, Dilys Neill, Nigel Robbins, Gary Selwyn, Tony Slater, Lisa Spivey, Tom Stowe, Jeremy Theyer, Clare Turner, Michael Vann, Jon Wareing, Ian Watson, Tristan Wilkinson and Len Wilkins	30
Against	None	0
Conflict Of Interests	None	0
Abstain	None	0
Carried		

57 Notice of Motions

There were no motions for Council to consider.

58 Next meeting

The next meeting of Full Council was noted as Wednesday 22 January 2025.

59 Matters exempt from publication

Full Council did not enter private session.

60 Exempt Member Question response from previous minutes

Members did not discuss the exempt Member Question response from the previous minutes.

The Meeting commenced at 2.00 pm and closed at 3.49 pm



Member Questions for Council – 22 January 2025

#	Questioner	Question	Response
1	Cllr Julia Judd to Cllr Juliet Layton, Cabinet Member for Housing and Planning	<p>On Friday 20 December, I emailed cil@cotswold.gov.uk asking for support to find out if one of my parishes can use their CIL payments to enhance the school Wi-Fi so that the Parish could use the Wi-Fi for CCTV which they will be installing to disrupt ASB in their village.</p> <p>At the time of writing, neither I, nor the Parish Clerk have received a reply.</p> <p>Please could members be updated on the current CIL process to include what is the procedure to get the ball rolling to help parishes receive CIL money for their projects, what criteria is applied and who makes the decision on whether the needs of the Parish meet the criteria?</p>	<p>I'd like to apologise to Cllr Judd and the Parish Council for the lack of response from officers.</p> <p>Cotswold District Council has published clear guidance on how Town and Parish Councils can use their portion of the Community Infrastructure Levy (CIL). This guidance is available online and outlines how funds can be spent to support the development of the area. Specifically, the guidance states that:</p> <ul style="list-style-type: none">• CIL funds can be used for the provision, improvement, replacement, operation, or maintenance of infrastructure.• Funds can also be used for anything that addresses the demands of development in the area. <p>This provides flexibility for Town and Parish Councils to spend CIL funds on a wide range of projects that benefit the community. Examples include:</p> <ul style="list-style-type: none">• Enhancements to village halls• New or improved play areas• Affordable housing



			<ul style="list-style-type: none">• Preparation of a Neighbourhood Plan (if it addresses development-related needs) <p>Town and Parish Councils receive 15% of CIL funds collected from development in their area, which increases to 25% if a Neighbourhood Plan is in place. CIL can be used for infrastructure improvements, community facilities, and anything that addresses the impact of development.</p> <p>Additionally, Councils can use their CIL funds to support Crowdfund Cotswold campaigns, attracting funding from various sources to help fund projects.</p> <p>However, there are a few key conditions:</p> <ul style="list-style-type: none">• CIL cannot be used to replace regular Town or Parish Council expenditures.• If funds are spent incorrectly, they must be returned to the District Council.• Any unspent funds after five years must also be returned. If a Council is unable to return funds, the District Council will recover them by deducting them from future CIL receipts. <p>Each year, Town and Parish Councils are required to submit an annual report detailing CIL funds received, spent, and any unspent funds. This report must be published by 31st December.</p>
--	--	--	--



			<p>We encourage Town and Parish Councils to use their precepting powers to raise funds through council tax for routine expenditure, as they are not subject to the same limits as district and county councils in this regard.</p>
2	<p>Cllr Gina Blomefield to Cllr Juliet Layton, Cabinet Member for Housing and Planning</p>	<p>Many councils including Harlow District Council have introduced civil penalties for rogue landlords who fail to keep their properties to the Decent Home Standard with potential fines of up to £30,000 for non-compliance.</p> <p>Whilst I very much hope that there are very few tenants suffering from sub-standard housing across the Cotswolds, where it does happen it can be a very serious issue for the tenants' health and wellbeing, and access to help to remedy their problems is essential.</p> <p>Does CDC have a process whereby social and private tenants can report poor conditions in their housing, and, if so, what actions are taken to ensure the responsible landlord brings the</p>	<p>Cotswold District Council is fully committed to ensuring that housing conditions across the district meet appropriate standards, prioritising the health and well-being of residents. While the council does not directly own any social housing stock, we work closely with registered social housing providers to address any issues raised by tenants in these properties.</p> <p>The Environmental Health Service at Cotswold District Council oversees the Private Sector Housing Regulation Team, which plays a key role in addressing housing issues across both private and social tenancies. This team is responsible for investigating complaints about poor housing conditions, inspecting Houses in Multiple Occupation (HMOs), addressing public health concerns such as pest infestations, handling illegal evictions, and managing the licensing of residential park homes.</p> <p>The council has a range of statutory powers to address housing violations, such as the Housing Act 2004. In cases of complaints, we generally seek informal resolutions first, unless there is an immediate health or safety risk. If informal measures do not resolve the issue, formal action may be taken, including the issuance of prohibition or improvement notices. In cases of non-compliance, landlords may face prosecution or civil</p>



		<p>property up to standard or is otherwise penalized?</p>	<p>penalties, as outlined in the council's Enforcement and Civil Penalties Policies, which will be reviewed and updated later this year.</p> <p>If tenants encounter substandard living conditions, we advise them to first contact their landlord or housing provider in writing, if they have not already done so, to allow the landlord to resolve the issue. Should the landlord fail to address the problem, the council can initiate an investigation, which typically includes an inspection of the property and a discussion with the landlord.</p> <p>Tenants can raise complaints or report housing issues directly through the council's Customer Services Team or by completing the online form on our website. More information is available at https://cotswold.gov.uk/housing</p> <p>In addition to these efforts, the council has financially supported social housing regeneration projects in various areas, including Moreton-in-Marsh, Kempsford, South Cerney, and Cirencester, which have significantly improved the living conditions for many residents.</p>
3	<p>Cllr David Fowles to Cllr Mike Evey, Deputy Leader and Cabinet Member for Finance and Transformation</p>	<p>When the decision was taken in March 2022 to refurbish and then let a sizeable part of Trinity Road as serviced offices, the business case presented to Council projected an annual return of 12.3% on the £1,345,000 capital investment.</p>	<p>The total capital cost to reduce the Council's footprint within the building to reduce business rates and utility costs, generate an income and reduce the Council's footprint was £630,000 against an original budget of £673,000.</p> <p>A number of separate building maintenance items such as upgrading lighting, recarpeting, decorating, and refitting WCs was also carried out to</p>



		<p>Following the appointment of Watermoor Point a few months ago to both let and manage the site; it appears that the building is still largely unlet.</p> <p>This is against the backdrop of the main Watermoor Point being fully occupied</p> <p>Now that the works are completed, please could you confirm the final total costs of this capital investment project, the revised anticipated annual return and provide the Council with an update on how many tenants have signed up to date and what space is still unoccupied?</p>	<p>areas retained for Council use. This work was separate to the original project and included works which would have needed to be done anyway. However, it was more cost effective to do this work while staff were moved out of the main atrium area and contractors were already onsite, this was budgeted separately and cost £65,000.</p> <p>Council approved the capital investment at their meeting in March 2022.</p> <p>The business case developed for the decision, which is referenced by Cllr Fowles in his question, included an expected rental return from letting the available space to a single or small number of tenants taking the available space. The report to Council in March 2022 included projected net income of £166,000 per annum and clearly highlighted the financial risks inherent with project.</p> <p>The Property and Estates team engaged with public sector partners, agents and other interested parties when marketing the space.</p> <p>As it became apparent that the Council would be faced with a lengthy void period due a challenging market, a different approach to letting the available space was required to minimise the financial impact on the Council. The MTFs was adjusted to remove rental income expectations included in the business case as these were not likely to materialise. Since 2023/24, the Council has not included any income in the MTFs.</p>
--	--	---	--



			<p>Following a procurement exercise with engagement with serviced office providers, Watermoor Point was selected as the Council's partner with a Management Agreement.</p> <p>Estimates regarding net rental income will be developed and included in the revenue budget and MTFS.</p> <p>Take-up from tenants has initially been slow but Watermoor Point have reported a sharp increase in January. There are now nine tenants in place, there are 8 contracts out for signature, and there are 23 potential tenants for whom Watermoor Point is preparing quotes or providing information. There were 3 viewings last week.</p> <p>The open-plan atrium space is still largely unoccupied, but it is hoped as more tenants sign up and the space becomes busier and has more atmosphere, this will then attract even more tenants.</p>
4	<p>Cllr Gina Blomefield to Cllr Juliet Layton, Cabinet Member for Housing and Planning</p>	<p>There are reports from elsewhere in the Country of developers struggling to secure viable bids from housing associations to fulfil the social and affordable housing which developers are obliged to deliver under planning agreements with local authorities.</p> <p>This has the potential to delay</p>	<p>There is a broader issue within the housing market, where developers and Registered Providers (RPs) are facing challenges in agreeing on terms for the transfer of Affordable Housing. Several factors contribute to this, including financial viability concerns, competing demands on RP budgets, and the need for early involvement in projects. However, to date, this has not been a significant problem in the Cotswold District. The council is actively taking steps to manage and mitigate any potential risks.</p>



		<p>developments or alter the balance of planned housing projects, posing a significant barrier to meeting local authority targets.</p> <p>Are you aware of any similar problems in the Cotswolds and how much of a concern could this be given the likely increase in development in the coming years?</p>	<p>To address this, the council's Strategic Housing Manager has introduced a Housing Delivery Phase monitoring process. This allows for close monitoring of developments once they have planning approval and are under construction. The aim is to foster early engagement between developers and RPs, which helps reduce the risk of delays or issues with securing bids for affordable housing.</p> <p>In addition, the Strategic Housing Manager has proactively engaged with RPs operating in the Cotswolds, emphasising the expectation that they will be active in taking on S106 Affordable Housing from developers. This ensures that RPs are prepared to fulfil their obligations as partners in these projects.</p> <p>While this issue remains a concern across the country, the risk in the Cotswolds is being carefully monitored, and the council continues to work closely with all stakeholders to ensure housing targets are met. This issue will be kept under active review by officers as development activity increases in the coming years.</p>
5	<p>Cllr Theyer to Cllr Tristan Wilkinson, Cabinet Member for Economy and Environment</p>	<p>5 months after the re-zoning of rounds caused huge disruption to waste collections across the district, there are still an unacceptable number of missed collections in Sandywell Ward and across the district. Why,</p>	<p>I apologise to residents who continue to experience disruptions to their waste collections due to the re-zoning process.</p> <p>Since the re-zoning, collections in Sandywell Ward and across the district have shown significant improvement. In October, there were 829 missed</p>



		<p>after such a significant time, is this impact still being felt?</p>	<p>collections, but this number dropped to 243 in November and 355 in December.</p> <p>Currently, Sandywell Ward has an impressive collection success rate of 99.2%, and the district as a whole is performing even better with a 99.98% success rate.</p> <p>While recent severe weather conditions, including flooding and icy roads, have led to some unavoidable service interruptions, we are committed to resolving missed collections as quickly as possible. In fact, 80% of missed collections are rectified within 48 hours.</p> <p>I understand that this situation remains frustrating for some, and I appreciate their patience. Please be assured that we are continuing to work hard to minimise disruptions, and we are confident that the trend towards fewer missed collections will continue in the coming months.</p>
6	<p>Cllr Corps to Cllr Tristan Wilkinson, Cabinet Member for Economy and Environment</p>	<p>When new housing developments are first built, developers often hand over the maintenance of public areas and assets, such as dog waste bins, to a resident's management company.</p> <p>Over time, as these developments become established, local authorities—such as the County Council for highways and the District</p>	<p>Under the previous Government, the responsibility for maintaining public spaces in new housing developments was often transferred to residents' management companies rather than local authorities. Dog waste bins, in particular, are not directly regulated through the planning system.</p> <p>From a planning perspective, if the open spaces in a new development are managed by a private management company, it is that company's responsibility to provide, empty, and maintain dog waste bins within the development.</p>



		<p>Council for public waste management— generally adopt responsibility for these assets.</p> <p>Given the huge numbers of new housing CDC is planning for the district, and the inevitable rise in demand for dog waste bins on public footways, what steps has Cotswold District Council taken to ensure it has the necessary resources in place to effectively manage both the current and anticipated increase in dog waste bins?</p>	<p>However, if there is an identified shortage of dog waste bins in public areas, funding from the Neighbourhood Community Infrastructure Levy (NCIL) could be used to address this issue.</p> <p>Cotswold District Council’s Waste Service is currently conducting a review of its street scene services, which includes assessing the provision of dog waste bins and their emptying frequency. This review will also incorporate the implementation of upgraded IT systems for residents and collection crews, which will enhance efficiency in reporting and routing. Additionally, the review will take future capacity needs into account.</p> <p>While dog waste bins are a relatively small component of the overall waste management service, the anticipated increase in bins is expected to have a minimal impact on resources. Over time, as new developments become fully established, local authorities, such as the County Council (responsible for highways) and the District Council (responsible for waste management), will typically assume responsibility for these assets.</p> <p>This proactive approach ensures that both current and future needs for dog waste management are effectively addressed.</p>
--	--	--	--

This page is intentionally left blank

Agenda Item 8



COTSWOLD
District Council

Council name	COTSWOLD DISTRICT COUNCIL
Name and date of Committee	COUNCIL – 22 JANUARY 2025
Subject	COUNTER FRAUD AND ENFORCEMENT UNIT
Wards affected	All
Accountable member	Councillor Mike Evely, Deputy Leader and Cabinet Member for Finance Email: Mike.Evely@cotswold.gov.uk
Accountable officer	David Stanley, Deputy Chief Executive and Chief Finance Officer Email: Democratic@Cotswold.gov.uk
Report author	Emma Cathcart, Head of Service Counter Fraud and Enforcement Unit Email: Democratic@Cotswold.gov.uk
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 Council resolves to: 1. Approve the Council entering into the Counter Fraud and Enforcement Unit Partnership Collaboration Agreement.
Corporate priorities	<ul style="list-style-type: none">• Delivering Good Services
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.
- 2.13** Cabinet considered the arrangements and the attached Collaboration Agreement on 9 January 2025 and fully supported the recommendations.



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)

This page is intentionally left blank

Dated this day of

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

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

Contents

Item		Page
1	DEFINITIONS AND INTERPRETATION	2
2	TERM	5
3	PRINCIPLES AND AIMS OF COLLABORATION	5
4	DATA PROCESSING.....	6
5	THE SERVICES	6
6	APPLICATION OF SECTION 113 LOCAL GOVERNMENT ACT 1972	6
7	GOVERNANCE.....	7
8	FINANCIAL ARRANGEMENTS	7
9	MONITORING OF THE SERVICES.....	7
10	EQUIPMENT	7
11	INTELLECTUAL PROPERTY	8
12	PREMISES	8
13	DEFAULTS	8
14	WITHDRAWAL AND CHANGE OF HOST COUNCIL	8
15	TERMINATION OF THIS AGREEMENT	9
16	CONSEQUENCES OF TERMINATION.....	9
17	INSURANCE	10
18	INDEMNITIES AND LIABILITIES.....	10
19	DISPUTES.....	11
20	CONFIDENTIALITY	12
21	DATA PROTECTION.....	13
22	FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 13	
23	WAIVER AND SEVERABILITY	14
24	CONFLICTS OF INTEREST	14
25	ENTIRE AGREEMENT	15
26	EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE	15
27	NO PARTNERSHIP OR AGENCY	15
28	THIRD PARTIES	15
29	VARIATIONS	15
30	ASSIGNMENT AND SUBCONTRACTING	15
31	GOVERNING LAW AND ENFORCEMENT	16
32	NOTICES.....	16
	SCHEDULE 1 – SERVICE SPECIFICATION	19
	SCHEDULE 2 – DATA PROCESSING AGREEMENT.....	21

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:

Method of service	Date of service	Proof of service
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"> • Name • Gender • Address • Contact details such as telephone numbers and email address • Date of birth • National Insurance Number • Details about family and relationship circumstances • Details about your involvement with a Council • Health records • Political affiliations • Racial or ethnic information • Religious or philosophical beliefs • Criminal conviction data
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

This page is intentionally left blank

Agenda Item 9



COTSWOLD
District Council

Council name	COTSWOLD DISTRICT COUNCIL
Name and date of Committee	COUNCIL – 22 JANUARY 2025
Subject	REPORT OF THE CONSTITUTION WORKING GROUP – UPDATE TO PART D8 URGENCY POWERS AND A LOCAL WARD MEMBER PROTOCOL.
Wards affected	All
Accountable member	Councillor Joe Harris, Leader of the Council Email: Joe.Harris@cotswold.gov.uk
Accountable officer	Angela Claridge, Director of Governance & Development (Monitoring Officer) Email: angela.claridge@Cotswold.gov.uk
Report author	Angela Claridge, Director of Governance & Development (Monitoring Officer) Email: angela.claridge@Cotswold.gov.uk
Summary/Purpose	To consider proposals from the Constitution Working Group to modernise the Constitution: <ul style="list-style-type: none"> i) to update Part D8 of the Constitution relating to the Chief Executive’s Urgency Powers, and, ii) introduce a Local Ward Member Protocol.
Annexes	Annex A – Local Ward Member Protocol
Recommendation(s)	That Council resolves to: <ol style="list-style-type: none"> 1. Authorise the Director of Governance & Development (Monitoring Officer) to update Part D8 - Matters of Urgency, in the Constitution 2. That Council approves the addition of a Local Ward Member Protocol into the Constitution.
Corporate priorities	<ul style="list-style-type: none"> • Delivering Good Services
Key Decision	NO



COTSWOLD

District Council

Exempt	NO
Consultees/ Consultation	Elected Members of the Constitution Working Group, Local Management Team; Head of Legal Services and Head of Democratic & Electoral Services



1. EXECUTIVE SUMMARY

1.1 Following the Constitution Working Group's meeting of 12 December 2024 this report makes the following recommendation to Council:

- Update Part D8 - Matters of Urgency.
- Introduce a Local Ward Member Protocol.

2. BACKGROUND

• The Constitution sets out how the Council operates, how decisions are made and the procedures which are followed to ensure that these are efficient, transparent and accountable to local people. The Constitution must contain:

- the Council's standing orders/procedure rules.
- the members' code of conduct.
- such information as the Secretary of State may direct.
- such other information (if any) as the authority considers appropriate.

2.1 Members of the Constitution Working Group have considered proposals and recommend the following additions to the Constitution of the Council.

3. PART D8 – DELEGATION ARRANGEMENTS FOR DEALING WITH MATTERS OF URGENCY.

3.1 As is common practice in local authority constitutions, Cotswold District Council's Constitution makes provision for decisions to be taken urgently stating: "The Council's Chief Executive has delegated authority to take any action they consider necessary, in the interests of the Council, in cases of urgency. They must only act after consultation with the Leader of the Council, the Chair of the Council or the appropriate Committee and the relevant Ward Member(s), if any. Any action taken in this way shall be reported to the first available meeting of the Council, Cabinet or relevant Committee, as appropriate".

3.2 Full Council, at its meeting on 31 July 2024, requested that the Constitution Working Group review this wording to enhance transparency to the largest Opposition Group whilst maintaining the need for urgency.

3.3 The Constitution Working Group met on 12 December 2024 and would like to propose the amended wording (indicated in red type font) for inclusion in the Constitution; "The Council's Chief Executive, has delegated authority to take any



action they consider necessary in the interests of the Council in cases of urgency. They must only act after consultation with the Leader of the Council, the Chair of the Council, the appropriate Committee and the relevant Ward Member(s) if any and have notified the leader/deputy leader of the largest Opposition Group. In the event that no-one party has overall control of the Council, all Group leaders shall be notified. Any action taken in this way shall be reported to the first available meeting of the Council, Cabinet or relevant Committee, as appropriate.

4. LOCAL WARD MEMBER PROTOCOL

- 4.1** Members carry out a number of different roles, but it is their role in their local community that is arguably the most important. Members are often the first point of contact, especially if local people, stakeholders and other community groups are concerned about an issue or have queries about services or plans for the area.
- 4.2** It is critical that Members are informed about all significant developments affecting their electoral ward before other groups and before the Council makes public announcements.
- 4.3** As a result, the Constitution Working Group requested the development of a Local Ward Member Protocol, included at annex A - an addition to the Council's Constitution. The purpose of this Protocol is to help officers ensure that members are kept properly informed about local issues. Local issues are issues which impact on a particular ward or only a small number of wards.
- 4.4** Existing arrangements already require local members to be consulted before some formal decisions are made, for example those at Planning & Licensing Committee. However, many issues of importance to local members do not require formal decisions, occur during a crisis situation, are taken by officers under delegated powers as part of their management responsibilities or are initiated by others. This protocol should be applied in these circumstances.
- 4.5** The principle of "no surprises" for members underpins the Protocol. Often members will know of an emerging situation in advance of officers. In that scenario, members are encouraged to inform the relevant officers of significant issues of which they become aware, and which will have an impact on the Council and its services. However, officers must aim to avoid situations where a member is contacted by a



resident or by the media, for a comment/assistance on a Council issue affecting their electoral ward of which they were unaware.

- 4.6** Whilst a great deal of information is made available electronically through the Council's website and through the members' portal; officers must not rely on this as the primary method of informing a member of a matter that specifically affects a member's electoral ward. Contact must be made directly with the member.
- 4.7** Most issues or incidences will relate to a matter within a specific area and generally will only affect a single electoral ward. However, some proposals will be more broadly based, and officers will exercise judgement in these cases as to which local members should be consulted or informed. The closure of a leisure centre, for example, will clearly affect more than one electoral ward because of the wider catchment area of the customer base.
- 4.8** Where an issue is of interest to all members of the Council, the monthly Members' Briefings can be used to draw attention to significant issues or subject areas which affect all Members. Providing information through this route does not remove the requirement on directorates to notify local Members directly of issues which relate to their electoral ward.

5. ALTERNATIVE OPTIONS

- 5.1** Council could opt not to amend the wording to Part 8 – Matters of Urgency, although this isn't recommended to support enhanced transparency.
- 5.2** As a Protocol is not a mandatory requirement, Members could choose not to adopt the Local Ward Member Protocol. However, there is a risk that the Protocol's contribution for member involvement at ward level, through the provision of timely, relevant information on local issues, won't be realised.

6. FINANCIAL IMPLICATIONS

- 6.1** None specifically arising from this report.

7. LEGAL IMPLICATIONS

- 7.1** Full Council, through its responsibilities as set out in the Constitution, recognises the requirement to observe specific requirements of legislation and the general responsibilities placed on the Council by public law, but also accepting responsibility



to use its legal powers to the full benefit of the citizens and communities in its area. Section 9P Local Government Act 2000 requires the Council to keep its constitution up to date.

8. EQUALITIES IMPACT

8.1 The Constitution is made available to all Members and the Public via the Council's website and has been updated in line with the Accessibility Requirements for Public Sector Bodies Regulations (2018). This means that it can be accessed by as many people as possible including those with impaired vision, motor difficulties or cognitive impairments. Where accessibility difficulties are encountered, the Council can provide a copy of the Constitution in different formats.

9. CLIMATE AND ECOLOGICAL EMERGENCIES IMPLICATIONS

9.1 Not applicable.

10. BACKGROUND PAPERS

10.1 No additional papers.

(END)

LOCAL WARD MEMBER PROTOCOL – DRAFT

PROTOCOL FOR INFORMING MEMBERS OF ISSUES RELATING TO THEIR ELECTORAL WARD

1.0 Introduction

1.1 Ward members play a key role in communicating with local residents about what the Council is doing in wards or of matters of concern. It is important that ward members have been appropriately briefed. This protocol sets out the type and nature of issues on which officers will ensure that members are properly briefed and informed. This protocol cannot be comprehensive, and its provisions must be interpreted flexibly with regard to any special circumstances.

1.2 The basic building blocks of democratic representation are at ward level. Therefore, members need to be aware of significant developments within their wards if they are to be effective in their roles as spokespersons on behalf of their local communities.

1.3 It will be the responsibility of each service area to inform the relevant members in each ward. Where an issue impacts on more than one ward all relevant members will be informed.

1.4 This protocol relates to officers informing members. Ward members will continue to raise issues and concerns directly with services for a response.

1.5 It is the duty of each Director, Assistant Director, Head of Service and Business Manager, to ensure that all relevant employees are aware of the requirement to keep local ward members informed and that the timing of such information allows members to contribute to those discussions.

1.6 Local ward members should also be kept informed about matters affecting their wards during the formative stages of policy development. It is important in an effective democratic process that they know early on if they are to deal with their constituents' concerns or exert influence on their behalf.

2.0 Type and Nature of Issues (not exhaustive)

HOUSING

- Any significant issue that arises which displaces people and creates a homelessness need which the Council needs to meet i.e. flooding or residential fire.
- Proposals for new housing development schemes over 10 units reaching pre-application planning stage.
- Property disposals or redevelopment proposals

- Long term, complex cases of rough sleeping.

COMMUNITIES

- Proposals to close community facilities
- Major accidents, injuries or violent incidents affecting Community employees, users or council owned property such as leisure centres or council offices. (including fire, flood, vandalism, burglary which affect operational efficiency).
- Significant issues creating community tension
- Temporary Road Closures for parades and processions.

ASSETS OF COMMUNITY VALUE

- Notify ward member upon verification of a nomination.

ENVIRONMENT AND PLANNING

- Presence of or issues relating to the presence of unauthorised encampments:
- Any local concerns/media interest.

PUBLIC PROTECTION

- Within confidentiality parameters, high profile enforcement activities, including public enforcement interventions (e.g. prosecution, injunction orders).

EMERGENCY PLANNING

- Emergencies/Incidents requiring a significant emergency response by the Council (communication with Ward Members in line with Emergency Response Guide)

CUSTOMER SERVICES

- Proposals or changes relating to ward or major customer access arrangements.

PROPERTY

- Any issues preventing access to, or leading to closure of, facilities or services i.e. carpark or leisure centre closure.

COMMUNICATIONS

- Informing local members of news or media/social media enquiries relating to specific wards or areas
- Advising members of potential emerging issues on social media

- Ensuring all political groups receive all council news releases, including when consultations are launched

OTHER

Officer attendance at formal Town & Parish Council meetings.

All services should notify local Members if they become aware of any proposals for the closure or opening of community facilities, including post offices, bank branches, health facilities.

3.0 Business Conducted in Formal Meetings – Council, Cabinet and Committees

3.1 The Chief Executive, Directors, Assistant Directors, Head of Service and Business Managers should ensure that local matters being reported through the formal process are identified and marked accordingly on the front page of the report.

3.2 Subject to the Council's Code of Conduct for Members, the usual rules regarding bias and predetermination and any special rules regarding regulatory committees (including the protocols on public speaking at meetings of the Planning & Licensing Committee).

4.0 Consultation

4.1 Whenever the Council undertakes any form of local consultation exercise, the local ward member(s) will be notified at the outset of the exercise.

4.2 In accordance with the existing Protocol, local ward member(s) will be advised of all planning applications relating to their wards.

5.0 Local Meetings

5.1 Where any public meetings are held in a member's ward, and are arranged by the Council, the local ward member(s) for the ward in which the public meeting takes place will be informed of the event and invited to attend.

5.2 Local ward members will be invited to the opening of any Council buildings/projects or launches of services in their wards though if present the Chair/Vice Chair, Leader/Deputy Leader, relevant Cabinet Member shall take precedence unless otherwise agreed.

5.3 Where a local liaison or consultation group is established by the Council consideration should be given to whether the local ward member(s) should be invited to attend to observe if not appointed as a member of the group.

V2.0 updated 07.01.2025

6.0 Publicity

6.1 Any publicity activity organised by officers in a member's ward whether of a local nature or district wide nature will seek to involve the relevant local ward member(s) where possible.

7.0 Commitments

7.1 Local ward members are reminded that they do not have the right to commit the Council or its officers to any particular course of action and should ensure that they do not convey to the public any false impression of commitment or give any undertaking that they are not in a position to personally fulfil.

8.0 Confidentiality

8.1 The local ward member(s) under this protocol must not make public nor make personal use of any information or material supplied to them where the supplier of the information has indicated that it is of a confidential. They must also comply with any relevant provisions of the General Data Protection Act and the Freedom of Information Act.

9.0 Review of this Protocol

9.1 The Council's Constitution Working Group may review and make recommendations to Full Council from time to time.



Council name	COTSWOLD DISTRICT COUNCIL
Name and date of Committee	COUNCIL – 22 JANUARY 2024
Subject	MORETON-IN-MARSH WORKING GROUP MEMBERSHIP AND TERMS OF REFERENCE
Wards affected	All
Accountable member	Councillor Joe Harris Leader of Cotswold District Council and Portfolio Holder for Planning policy, infrastructure and the Local Plan Email: joe.harris@cotswold.gov.uk
Accountable officer	Adrian Harding – Interim Assistant Director of Planning Services Email: adrian.harding@cotswold.gov.uk
Report author	Matthew Britton – Interim Head of Planning Policy and Infrastructure Email: matthew.britton@cotswold.gov.uk
Summary/Purpose	To confirm membership of the Moreton-in-Marsh Working Group; and to approve an updated Working Group Terms of Reference.
Annexes	Annex A – Updated Moreton-in-Marsh Working Group: Terms of Reference Annex B – Summary of feedback from Moreton-in-Marsh Community Event Report (Planning for Real, October 2024)
Recommendation(s)	That Council resolves to: 1. Approve the membership of the Moreton-in-Marsh Working Group; and 2. Approve an updated Moreton-in-Marsh Working Group Terms of Reference.
Corporate priorities	<ul style="list-style-type: none"> Responding to the Climate Emergency



	<ul style="list-style-type: none">• Delivering Housing• Supporting Communities• Supporting the Economy
Key Decision	NO
Exempt	NO
Consultees/ Consultation	Local Management Team



1. BACKGROUND

1.1 On 24 January 2024, Full Council approved a recommendation to undertake a Local Plan consultation, which included a proposal for around 1,500 new homes and other supporting development at Moreton-in-Marsh. At the same time, Full Council approved the formation of a Moreton-in-Marsh Working Group and its Terms of Reference.

1.2 The working group will play a vital role in helping to shape future growth in Moreton-in-Marsh by providing information for consideration and a sounding board for proposals. In so doing, it will capture ideas and feedback from stakeholders and enable positive engagement with residents, businesses and other stakeholders. The working group is also intended to enable its members to have an influence within development proposals and the decision-making process. The group will not have executive powers, but it will be able to make recommendations to Cabinet / Council. Importantly, the working group will also involve and communicate with the wider elected membership of the council and neighbouring authorities that are close to Moreton-in-Marsh.

1.3 A Moreton-in-Marsh Community Event was held on 9th October 2024, which helped to identify potential working group members, suggestions for updating the Terms of Reference, and suggestions of methods for engagement and communication that could help inform how the working group functions. A recommended update to the working group Terms of Reference is provided at Annex A and a summary of the feedback from the community event is provided at Annex B. The changes to the Terms of Reference include:

- an updated working group membership list;
- the inclusion of detail on the regularity of working group meetings, which would be up to four times per calendar year (aiming for once a quarter); and
- the terms of when working group members can be swapped.

2. MAIN POINTS

2.1 The working group needs a range of representatives that can discuss key planning issues in Moreton. It also needs to guide and enable the planning of strategic growth at Moreton-in-Marsh and to act as a sounding board for any issues emerging from



this work. The group can also ensure that the needs and aspirations of Moreton-in-Marsh and neighbouring communities are adequately considered in the Local Plan process, as well as involving and communicating with the wider elected membership of Cotswold.

- 2.2** The number of members also needs to enable effective discussion in the time available. It is thought that a wider membership pool that attracts 10-15 people to meetings will achieve this.
- 2.3** Having considered the feedback from the Moreton-in-Marsh Community Event, it is recommended that the working group Terms of Reference is updated to include the representatives identified in Annex A. This includes 20 people with all members not expected to attend every meeting. Provision is made for some roles to be deputised if the nominated person is unable to attend.
- 2.4** Annex B also provides a suite of potential engagement methods. These ideas can be incorporated into working group meetings, and can be discussed in the first working group meeting.

3. ALTERNATIVE OPTIONS

- 3.1** Council may choose not to approve the working group membership or the Terms of Reference. Council may also choose to revise the working group membership or the Terms of Reference.

4. FINANCIAL IMPLICATIONS

- 4.1** The working group will have limited financial implications for the council. Working group membership would be on a voluntary basis. It would require officer time to administer the group, and there may be some costs with providing refreshments, producing materials, etc. This would be funded from the Local Plan reserve, although would be an additional cost to what is already budgeted.
- 4.2** Working group meetings would aim to be at the Moreton Area Centre at High Street, Moreton-in-Marsh. This would save on venue hire costs, whilst enabling meetings to be held within Moreton.
- 4.3** The Democratic Services Team would provide officer resources to administrate and facilitate the working group. This would be additional work for the team and would need to fit around other workstreams.



4.4 The working group will have an additional staff resource requirement for the council's Communications team.

5. LEGAL IMPLICATIONS

5.1 The group would not have executive powers, but it will be able to make recommendations to Cabinet / Council.

6. RISK ASSESSMENT

6.1 There are believed to be no risks involved in setting up the working group.

7. EQUALITIES IMPACT

7.1 Not applicable.

8. CLIMATE AND ECOLOGICAL EMERGENCIES IMPLICATIONS

8.1 Delivering a Local Plan that is green to the core is a corporate priority in the Council's efforts to tackle the climate change and ecological emergencies and the consultation proposals may impact this.

9. BACKGROUND PAPERS

None.

(END)

This page is intentionally left blank

ANNEX A: Updated Moreton-in-Marsh Working Group: Terms of Reference

1. AIMS AND OBJECTIVES

To provide a Member reference forum to have oversight of strategic growth in Moreton-in-Marsh, which may form part of the Cotswold District Local Plan.

2. MEMBERSHIP

1. The recommended Panel shall comprise:

Type	Role	Suggested Person	
Cotswold District Council (CDC)			
1.	Councillor, Cabinet Member and Leader	Council Leader and Portfolio Holder for 'Planning policy, infrastructure and the Local Plan' – Liberal Democrats	Cllr Joe Harris (Chair of Moreton-in-Marsh Working Group)
2.	Councillor	Ward Member for Moreton East – Liberal Democrats	Cllr Angus Jenkinson
3.	Councillor	Ward Member for Moreton West – Conservative	Cllr Daryl Corps
–	Councillor and Cabinet Member	Cabinet Member for Housing and Planning – Liberal Democrats (deputises for the Leader if they cannot attend)	Cllr Juliet Layton
Gloucestershire County Council			
4.	Councillor	Gloucestershire County Council – Councillor (Stow – electoral division) – Conservative	Cllr Mark Mackenzie-Charrington
Moreton-in-Marsh Town Council (MiMTC)			
5.	Councillor	MiMTC to choose 'planning lead'	Council to make recommendation
–	Councillor	MiMTC to choose person to deputise if planning lead cannot attend	Council to make recommendation
Neighbouring Parish Councils			
6.	Councillor	Longborough Parish Council	Longborough Parish Council to make recommendation

7.	Councillor	Evenlode Parish Council	Evenlode Parish Council to make recommendation
8.	Councillor	Todenham Parish Council	Todenham Parish Council to make recommendation
Moreton-in-Marsh Neighbourhood Development Plan (NDP) Group			
9.	NDP Group	Moreton-in-Marsh NDP Group to choose 'local plan lead'	Attendee / recommended at Moreton community event
–	NDP Group	NDP representative to deputise for local plan lead if they cannot attend	Moreton-in-Marsh NDP Group to make recommendation
Moreton Against Over Development (MOAD)			
10.	Campaign Group	MAOD / resident	Attendee / recommended at Moreton community event
–	Campaign Group	MAOD representative to deputise if chosen representative cannot attend	MOAD to make recommendation
Local Residents, Businesses and Community Organisations			
11.	Resident	Chair of Flood Management Group and Beavers Group Leader	Attendee / recommended at PFR Event
12.	Resident	Redesdale Hall	Attendee / recommended at PFR Event
13.	Resident	Moreton-in-Marsh resident	Attendee / recommended at Moreton community event
14.	Resident	Earthwatch charity and Moreton-in-Marsh resident	Attendee / recommended at Moreton community event

15.	Resident	Evenlode resident	Attendee / recommended at Moreton community event
16.	Community Organisation	Cotswold Friends	Attendee / recommended at Moreton community event
17.	Business	Fire Service College (FSC)	Attendee / recommended at Moreton community event
18.	Business	Moreton Show	Attendee / recommended at Moreton community event
19.	Business	Runs two High Street restaurants and Moreton-in-Marsh resident	Attendee / recommended at Moreton community event
20.	Education	Chipping Campden School – Chief Operating and Finance Officer	Attendee / recommended at Moreton community event
Opt in for specific meetings			
–	County Council	Gloucestershire County Council - Infrastructure officer	Attendee / recommended at Moreton community event
–	Community Organisation	Gloucestershire Rural Communities Council – Head of Operations	Attendee / recommended at Moreton community event
–	GWR	Train operating company	Attendee / recommended at Moreton community event

–	Thames Water	Water supply and treatment provider	Attendee / recommended at Moreton community event
–	Pulhams	Local bus / coach company	Pulhams to make recommendation

2. At the first meeting the Panel shall comprise elected members of Cotswold District Council only. Its first task will be to approve the recommended list of Panel members provided in clause 2.1. These Panel members will be invited to the second and future meetings in accordance with the Terms of Reference.
3. The quorum of the Panel shall be four Panel Members.
4. Substitution arrangements will not apply, other than when specifically stated in the Terms of Reference.
5. The following neighbouring authority Ward Members are invited to aid the understanding and consideration of cross boundary matters. They will act as observers and are not panel members. There is no requirement for the observers to attend meetings.
 - Stratford-on-Avon: Brailes & Compton
 - West Oxfordshire: Kingham, Rollright and Enstone
6. Elected Members from Cotswold District Council who are on the working group can vote to swap 'Local Residents, Businesses and Community Organisations' identified in clause 2.1 if a person is no longer able to, or no longer wishes to, attend working group meetings.
7. Elected Members from Cotswold District Council will review the working group to determine whether it is still needed.

3. TERMS OF REFERENCE

1. To work positively, constructively and collaboratively to guide and enable the planning of strategic growth at Moreton-in-Marsh.
2. To act as a sounding board for any issues emerging from the work.
3. To ensure that the needs and aspirations of Moreton-in-Marsh and neighbouring communities are adequately considered in the Local Plan process.
4. To involve and communicate with the wider elected membership of Cotswold District Council and neighbouring authorities that are close to Moreton-in-Marsh.
5. To agree key messages that will be provided to the wider community.

4. DELEGATED POWERS

1. This group has no executive powers. All issues that require a committee decision will be reported to Cotswold District Council's Cabinet and / or Full Council.

5. Regularity

1. The working group will aim to meet up to four times in a calendar year (once a quarter) where there is a key update to discuss.
2. Cotswold District Council's Cabinet Members will review the working group annually to determine whether the working group should continue and in what capacity. It is envisaged that the working group will end when the Local Plan is adopted

This page is intentionally left blank

Annex B: Summary of feedback from Moreton-in-Marsh Community Event Report (Planning for Real, October 2024)

Summary of suggestions – working group membership:

- Charity representative: should be from widest community provision Charity i.e. one assisting all community positively.
- Business representative: a concern was expressed that due to the fact that there is no existing “business group” that there was a risk of self-interest.
- Representation needed from immediately adjoining smaller villages, not just District Councillors, need individuals to report back as satellite villages are directly impacted.
- Thames Water needed for key issues such as sewage overflow and building flood defences. There was also a suggestion that a Water / Naturalist representative is required.
- Gloucestershire County Council needs to be represented for traffic issues and infrastructure. Could be co-opted. Another comment about Gloucestershire County Council was about the need to address how the Working Group will work with the County Council and obtain relevant input from them regarding infrastructure.
- Someone with a grasp of Planning.
- Bus provider / Pulham could be co-opted.
- Fire Services College representative.
- Specific local groups mentioned were Moreton Against Over Development and Cotswold Friends. There was also a comment that membership should include someone representing the traditional town.

Consideration of membership of the working group generated a list of individuals who participants felt would be good representatives on this group.

Summary of suggestions – Morton-in-Marsh Working Group Terms of Reference:

It was commented that the Terms of Reference should be amended to allow substitutions as relying on one individual is a risk. A recommendation was put forward that there be two representatives (each) for business and residents’ perspective with only one needed to attend the meeting and that there needed to be an open mechanism for replacing any residents or business representatives who

withdraw. A comment was made that the “nomination given for Chairperson not optimal”.

The point was made that it is only the Town Council who can appoint their representative and also a Neighbourhood Development Plan Working Group representative and not Cotswold District Council choosing.

Other comments included that the Working Group should be representative of the community and communicate with them; that the Working Group needs to “officially report and feedback” information and work to implement change where it is required; and this was an opportunity for scrutiny for the wider area; that the Working Group should be able to challenge decision that Moreton-in-Marsh gets all housing; and that the Local Authorities need to be honest and transparent and give enough time for feedback.

It was felt that Cotswold District Council should provide funding for a Secretary to Working Group and for a public website and that it had been useful to see the Terms of Reference to understand how it is being run.

Summary of suggestions – methods for engagement and communication:

The methods put forward by participants concentrated on communication - access to information and how this could be achieved. Amongst the methods mentioned were: use of social media; a dedicated website that was separate from Cotswold District Council Planning; leaflets funded by Cotswold District Council; Royal Mail door drop; dedicated space in Cotswold News; publishing Agenda in advance (of Working Group meetings); the publication of summary of discussion / decisions; and regular reports to residents and local villages. A comment was made that different methods of communication were needed as “paper is not for everybody”.

Participants views on engagement were recorded as: develop an Engagement Strategy; an interactive website for engagement between residents and the Working Group; Working Group members to engage with the town to seek wider views; a request for open meetings as well as the use of WhatsApp for meetings; seek a route to engage younger people; and for simple summaries of consultations that the non-technical can understand.

Other more general comments sought genuine, sensible, reasoned debate and collaboration; that monitoring of representation of voice was needed; and the existing resources available should be used and new resources made available.



Council name	COTSWOLD DISTRICT COUNCIL
Name and date of Committee	COUNCIL – 22 JANUARY 2025
Subject	COMMUNITY GOVERNANCE REVIEW – UPPER RISSINGTON
Wards affected	The Rissingtons
Accountable member	Leader of the Council
Accountable officer	Angela Claridge, Director of Governance & Development (Monitoring Officer) Email: angela.claridge@cotswold.gov.uk
Report author	Sarah Dalby, Electoral Services Manager Email: sarah.dalby@cotswold.gov.uk
Summary/Purpose	To approve and adopt the Terms of Reference for a Community Governance Review, with draft proposals
Annexes	Annex A – Draft Terms of Reference
Recommendation(s)	That Council resolves to: 1. Approve and adopt the Terms of Reference for consultation
Corporate priorities	<ul style="list-style-type: none"> Delivering our services to the highest standards
Key Decision	No
Exempt	No
Consultees/ Consultation	Before commencing the review, initial emails have been exchanged between Upper Rissington and Great Rissington about this issue. As a result, they are requesting a review of the parish boundary.



1. EXECUTIVE SUMMARY

- 1.1** Community Governance Reviews provide the opportunity for Principal Councils to review and make changes to community governance within their areas. A Community Governance Review enables strong, clearly defined boundaries to be put into place, which reflect local identities and facilitate effective and convenient local government.
- 1.2** Upper Rissington Parish Council has requested that the District Council consider a change in the parish boundary with Great Rissington to bring the area of a land which includes the skatepark to be transferred to Upper Rissington from Great Rissington.
- 1.3** The purpose of this report is for Council to consider the proposal put forward and if agreed, approve the Terms of Reference and undertake a review. The process will include consulting with the relevant stakeholders.
- 1.4** A final recommendation will be made to Council once consultation has taken place on the proposal. If approved, an Order will be made to implement the change of boundary.
- 1.5** This review is separate from the District Boundary Review currently being undertaken by the Local Government Boundary Commission. As there are no residential properties in the area being proposed for change, there shouldn't be any impact on that review.

2. BACKGROUND

- 2.1** Upper Rissington Parish Council have asked Council to consider transferring land which is currently in Great Rissington Parish and contains a skatepark to Upper Rissington parish.
- 2.2** The skatepark is maintained by Upper Rissington parish council but is currently outside of the parish boundary. The area is part of the development land and subject to a S106 and the Parish Council is seeking the Public Open Space ownership of the land.

3. MAIN POINTS

- 3.1** Approval is being sought to conduct a Community Governance Review to consider the transfer of the skate park land to Upper Rissington Parish Council.



3.2 The first stage of the review is to seek approval of the terms of reference and timetable as set out in the appendices.

4. ALTERNATIVE OPTIONS

4.1 Council may decide not to approve the terms of reference, in which case the land will remain within the boundary of Great Rissington parish. The skatepark will continue to be managed and maintained by Upper Rissington parish.

5. FINANCIAL IMPLICATIONS

5.1 There are no direct financial implications. There may be some small advertising costs as a result of any formal consultation, but this is expected to be met from existing budgetary provision.

6. LEGAL IMPLICATIONS

6.1 There are no legal implications.

7. EQUALITIES IMPACT

7.1 There are no equalities impacts.

8. CLIMATE AND ECOLOGICAL EMERGENCIES IMPLICATIONS

8.1 Not applicable.

9. BACKGROUND PAPERS

9.1 No additional papers.

(END)

This page is intentionally left blank

Community Governance Review

Terms of Reference

Introduction

Cotswold District Council has resolved to undertake a Community Governance Review of Upper Rissington and Great Rissington Parishes.

In undertaking the review, the Council will be guided by Part 4, Chapter 3, of the Local Government and Public Involvement in Health Act 2007, and the Local Government (Parish and Parish Councils) (England) Regulations 2008.

What is a Community Governance Review ?

A Community Governance Review ("CGR") provides an opportunity to put in place strong, clearly defined boundaries, which reflect local identities and facilitate effective and convenient local government.

It can take place for the whole or part of the District and can consider the following:

- creating, merging, altering or abolishing Parishes;
- the naming of Parishes and the style of new Parishes;
- the electoral arrangements for Parishes including:
 - the ordinary year of election;
 - the number of Councillors to be elected; and
 - the warding (if any) of the Parish
- grouping Parishes under a common Parish Council or de-grouping Parishes

The Council is required to ensure that community governance within the area under review will be:

- reflective of the identities and interests of the community in that area; and
- is effective and convenient

In doing so, the review will take into account:

- the impact of community governance arrangements on community cohesion; and
- the size, population and boundaries of a local community or Parish

If changes are made which affect the District Ward boundaries, the District Council will ask the Local Boundary Commission to consider amending the ward boundaries to match.

Why undertake a Community Governance Review?

The Council has received a request to undertake a review of the boundary between Upper Rissington and Great Rissington to bring the skatepark into the Upper Rissington parish.

Who will undertake the Review?

As the relevant Principal Authority, Cotswold District Council will oversee the review and approve the final recommendations.

Draft Review Timetable

Event	Date
Council approve Terms of Reference and Timetable	22 January 2025
Consultation with relevant stakeholders	Up to 28 February 2025
Recommendations considered by Council	19 March 2025
Consultations on draft recommendations, if required	20 March – 17 April 2025
Final recommendations considered by Council	21 May 2025
Order prepared to include implementation date	By 31 July 2025



Council name	COTSWOLD DISTRICT COUNCIL
Name and date of Committee	COUNCIL – 22 JANUARY 2025
Subject	PROGRAMME OF MEETINGS 2025/26
Wards affected	None
Accountable member	Councillor Joe Harris, Leader of the Council Email: joe.harris@cotswold.gov.uk
Accountable officer	Robert Weaver, Chief Executive Email: Democratic@Cotswold.gov.uk
Report author	Andrew Brown, Head of Democratic and Electoral Services Email: Democratic@Cotswold.gov.uk
Summary/Purpose	To invite Council to agree a programme of Council and committee meetings for the 2025/26 civic year.
Annexes	Annex A – Programme of meetings 2025/26 calendar format Annex B – Programme of meetings 2025/26 list format
Recommendation(s)	That Council resolves to: <ol style="list-style-type: none"> 1. Agree to move the date of the next budget meeting from Wednesday 26 February 2025 to Monday 24 February 2025 at 6.00pm. 2. Agree the programme of meetings for 2025/26 set out in Annexes A and B. 3. Delegate authority to the Director of Governance and Development (Monitoring Officer), in consultation with Group Leaders, to make changes to the programme of meetings in the event that there is any future decision of Council to change the committee structure or committee remits that impacts the programme of meetings. 4. Delegate authority to the Democratic Services Business Manager to set the meeting dates for the Performance and



	<p>Appointments Committee.</p> <p>5. Delegate Authority to the Director of Governance and Development (Monitoring Officer) to set dates for member training and briefing sessions, any working groups established by the Council and any meetings of the Licensing Sub-Committee (Licensing Act 2003 Matters) and the Standards Hearings Sub-Committee (if required).</p> <p>6. Agree that, subject to any alternative proposals Council considers and agrees, meeting start times will be rolled forwards from 2024/25.</p>
Corporate priorities	<ul style="list-style-type: none">• Delivering Good Services
Key Decision	No
Exempt	No
Consultees/ Consultation	Management Team Deputy Leader and Cabinet Member for Finance and Transformation



1. EXECUTIVE SUMMARY

- 1.1** The report sets out the proposed programme of Council and committee meetings for 2025/26 for Council to agree.
- 1.2** The report also seeks the necessary delegations for officers to make any alterations to the programme as necessary and to schedule meetings of bodies that meet on an ad hoc basis, including Member training and briefing sessions. This ensures that Council does not have to meet to agree any minor alterations to the programme of meetings which cannot be foreseen.
- 1.3** The report also seeks a change to the date of the Budget Council Meeting in February 2025, from Wednesday 26 February 2025 to Monday 24 February 2025. This is to provide additional time for Council Tax billing.

2. BACKGROUND

- 2.1** The Constitution requires that the Chief Executive produces a schedule of meetings for each municipal year, based on operational requirements.
- 2.2** This report proposes a recommended programme of Council and committee meetings for June 2025 to May 2026 inclusive. Meeting dates for Cabinet are a matter for the Leader of the Council and are included in the programme for completeness. For 2025-26 the Leader has decided to reduce the number of scheduled Cabinet meetings from 11 per year (monthly apart from August) to 9 per year. A meeting of the Overview and Scrutiny Committee has been scheduled prior to each meeting of Cabinet to ensure that all Cabinet decisions could be selected by the Committee for pre-decision scrutiny.
- 2.3** Setting meeting dates encourages good governance, alongside open and efficient decision making. It also helps members and officers to plan their workloads and availability.

3. BUDGET COUNCIL MEETING IN FEBRUARY 2025

- 3.1** Meeting dates up to May 2025 have already been set but this report seeks a change to the date of the Budget Council meeting in February 2025. The proposal is that the meeting is moved from Wednesday 26 February 2025 to Monday 24 February 2025. Gloucestershire County Council will meet to agree its precept on 19 February 2025,



so 26 February is considered to be quite late for the budget setting meeting which delays the process of issuing Council Tax bills. A new date of 24 February is proposed as this is the earliest date on which the meeting could be held while avoiding the school holidays in the week commencing 17 February 2025.

4. PROGRAMME OF MEETINGS 2025/26

- 4.1** The draft programme of meetings for 2025/26 is set out at Annex A (calendar format) and Annex B (list format). The programme is broadly similar to previous years and is based on the current committee structure.
- 4.2** The main change is to the number and cycle of Cabinet meetings, which impacts when meetings of the Overview and Scrutiny Committee are scheduled to take place. Unlike in previous years, a meeting of the Overview and Scrutiny Committee is scheduled to take place prior to every meeting of Cabinet. This will enable effective and timely pre-decision scrutiny of selected decisions taken at every Cabinet meeting.
- 4.3** The general principle for the timetabling of meetings is that business of each committee needs to be transacted in a timely manner. Notwithstanding this, it's important that Members' needs are taken into account. Gloucestershire school holiday dates (shown as grey in Annex A) have been avoided where this does not adversely affect the overall meetings programme however the following meeting dates do fall within Gloucestershire school holidays:
- Planning and Licensing Committee 13 August 2025
 - Audit and Governance Committee 8 April 2026
 - Planning and Licensing Committee 9 April 2026
- 4.4** Similarly, the programme seeks to avoid major meetings taking place during the party conference season and the LGA annual conference where possible.
- 4.5** District councillors may also serve as county councillors and / or parish councillors. Meetings of Gloucestershire County Council have been set up to the end of the 2025 calendar year, with most meetings of that authority starting in the morning. Clashes with County Council meetings are few but where they do occur any members affected would be able to arrange a substitute for one meeting or the other. The exception is that Full Council meetings of both authorities are scheduled for 16 July



2025 but starting at 10.00am and 6.00pm. This is not easily avoided due to the school holidays starting the following week.

- 4.6** This report seeks a delegation to the Democratic Services Business Manager, rather than the Director of Governance and Development, to schedule any meetings of the Performance and Appointments Committee that may be required. This is because this Committee would be responsible for considering any disciplinary and/or capability and any grievance matters arising in relation to the Council's Statutory Officers.

5. MEETING START TIMES

- 5.1** No changes are proposed in this report to the start times of meetings but Members may wish to propose alternative start times. Current start times are as follows:
- Council meetings start at 6.00pm during the summer months (BST) and at 2.00pm during winter months (GMT), with the exception being the February Budget Council meeting which starts at 6.00pm.
 - Planning and Licensing Committee meetings start at 2.00pm.
 - Licensing Sub-Committee (Hackney Carriage, Private Hire and Street Trading Consent) and Licensing Sub-Committee (Licensing Act 2003 matters) start at 2.00pm.
 - Overview and Scrutiny and Audit and Governance Committee meetings start at 4.00pm.
 - Cabinet meetings start at 6.00pm. This a matter for the Leader rather than Council.

6. ALTERNATIVE OPTIONS

- 6.1** Should Council wish to consider alternative proposals it could request that a further report is presented to a future meeting.
- 6.2** Council could decide not to change the date of the February 2025 full Council meeting but this is not recommended for the reasons provided in the report.

7. FINANCIAL IMPLICATIONS

- 7.1** The number of meetings is similar to previous programmes of meetings and therefore should not have a significant impact on costs.



7.2 Members can claim mileage expenses for attending meetings and this is provided for through existing budgets.

7.3 Some Members receive paper copies of agenda packs by post which has a financial cost, which has recently increased. The number of copies varies from meeting to meeting, and the overall number is reduced as more Members access papers online or via the Modern.gov app.

8. LEGAL IMPLICATIONS

8.1 There are no legal implications, but it should be noted that Licensing Sub-Committee dealing with Licensing Act 2003 matters must be arranged to comply with the deadlines prescribed by the Licensing Act Act 2003 (Hearings) Regulations 2003, so the dates cannot be predicted. This report seeks a delegation to the Director of Governance and Development to schedule these sub-committee hearings.

9. RISK ASSESSMENT

9.1 There are no significant risks in relation to this report. However, if Members do not agree a programme of meetings there is a risk that Members and Officer availability could cause changes to be made at short notice.

9.2 If Members are not able to attend Committee meetings, this could affect the overall performance of those Committees in transacting Council business. However, for most meetings it is possible to nominate a substitute Member.

10. EQUALITIES IMPACT

10.1 The recommendations are not expected to differentially impact any groups with protected characteristics.

10.2 The meetings are held in an accessible venue and are webcast live to the Council's website which encourages the engagement of all residents with the business of meetings.

11. CLIMATE AND ECOLOGICAL EMERGENCIES IMPLICATIONS

11.1 Members are required to attend meetings in person so there will be emissions associated with journeys to and from meetings by car.



COTSWOLD

District Council

11.2 Whilst Members have electronic copies by default through Modern.Gov or through the Councillor extranet, many members do receive paper copies which has an environmental impact through use of paper.

12. BACKGROUND PAPERS

12.1 None.

(END)

This page is intentionally left blank

Draft programme of meetings 2025/26

Jun-25					Jul-25				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri
	2	3	4	5			1	2	3
O&S		SIB	Cabinet				SIB		
	9	10	11	12		7	8	9	10
		P&L			O&S		P&L	Cabinet	
	16	17	18	19		14	15	16	17
					A&G		Council		
	23	24	25	26		21	22	23	24
		Licensing						Licensing	
	30				28	29	30	31	

Aug-25					Sep-25				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri
				1		1	2	3	4
					O&S		SIB	Cabinet	
4	5	6	7	8		8	9	10	11
		SIB					P&L		
11	12	13	14	15		15	16	17	18
		P&L							
18	19	20	21	22		22	23	24	25
			Licensing				Council	Licensing	
25	26	27	28	29		29	30		
PH						A&G			

Oct-25					Nov-25				
Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri
		1	2	3		3	4	5	6
		SIB					SIB		
	6	7	8	9		10	11	12	13
		P&L					P&L		
	13	14	15	16		17	18	19	20
O&S			Cabinet		O&S			Cabinet	
	20	21	22	23		24	25	26	27
							Council	Licensing	
	27	28	29	30					
	Licensing								

Dec-25				
Mon	Tue	Wed	Thur	Fri
1	2	3	4	5
		SIB	A&G	
8	9	10	11	12
		P&L		
15	16	17	18	19
			Licensing	
22	23	24	25	26
			PH	PH
29	30	31		

Jan-26				
Mon	Tue	Wed	Thur	Fri
			1	2
			PH	
5	6	7	8	9
O&S		SIB	Cabinet	
12	13	14	15	16
		P&L		
19	20	21	22	23
		Council		
26	27	28	29	30
	A&G		Licensing	

Feb-26				
Mon	Tue	Wed	Thur	Fri
2	3	4	5	6
O&S		SIB	Cabinet	
9	10	11	12	13
		P&L		
16	17	18	19	20
23	24	25	26	27
Council			Licensing	

Mar-26				
Mon	Tue	Wed	Thur	Fri
2	3	4	5	6
O&S		SIB	Cabinet	
9	10	11	12	13
		P&L		
16	17	18	19	20
		Council		
23	24	25	26	27
			Licensing	

30	31
----	----

Apr-26				
Mon	Tue	Wed	Thur	Fri
		1	2	3
		SIB		PH
6	7	8	9	10
PH		P&L	A&G	
13	14	15	16	17
O&S			Cabinet	PH
20	21	22	23	24
			Licensing	
27	28	29	30	

May-26				
Mon	Tue	Wed	Thur	Fri
				1
4	5	6	7	8
PH		SIB		
11	12	13	14	15
		P&L		
18	19	20	21	22
		Council		
25	26	27	28	29
PH			Licensing	

Date number greyed out - School Holidays

PH - Public Holidays

P&L - Planning and Licensing Committee

SIB - Sites Inspection Briefing (if required)

A.C. - Annual Council

A&G - Audit and Governance Committee

O&S - Overview and Scrutiny Committee

* Any Committees marked with an asterisk are provisional

This page is intentionally left blank

**Cotswold District Council 2025/26
Programme of Meetings**



		September 2025	
June 2025			
02/06/2025	Overview and Scrutiny Committee – 4pm	01/09/2025	Overview and Scrutiny Committee - 4pm
04/06/2025	Sites Inspection Briefing	03/09/2025	Sites Inspection Briefing
05/06/2025	Cabinet – 6pm	04/09/2025	Cabinet – 6pm
11/06/2025	Planning and Licensing Committee – 2pm	10/09/2025	Planning and Licensing Committee -2pm
25/06/2025	Licensing Sub-Committee – 2pm	24/09/2025	Full Council – 6pm
		25/09/2025	Licensing Sub-Committee – 2pm
July 2025		30/09/2025	Audit and Governance Committee – 4pm
02/07/2025	Sites Inspection Briefing		
07/07/2025	Overview and Scrutiny Committee – 4pm	October 2025	
09/07/2025	Planning and Licensing Committee – 2pm	01/10/2025	Sites Inspection Briefing
10/07/2025	Cabinet – 6pm	08/10/2025	Planning and Licensing Committee – 2pm
14/07/2025	Audit and Governance Committee – 4pm	13/10/2025	Overview and Scrutiny Committee – 4pm
16/07/2025	Full Council – 6pm	16/10/2025	Cabinet – 6pm
24/07/2025	Licensing Sub-Committee – 2pm	28/10/2025	Licensing Sub-Committee – 2pm
August 2025		November 2025	
06/08/2025	Sites Inspection Briefing	05/11/2025	Sites Inspection Briefing
13/08/2025	Planning and Licensing Committee – 2pm	12/11/2025	Planning and Licensing Committee – 2pm
21/08/2025	Licensing Sub-Committee – 2pm	17/11/2025	Overview and Scrutiny Committee – 4pm
		20/11/2025	Cabinet -6pm
		26/11/2025	Full Council – 2pm
		27/11/2025	Licensing Sub-Committee – 2pm

--	--	--	--

Notes: 1) Unless otherwise stated, meetings held at the Council Offices, Trinity Road, Cirencester GL7 1PX; 2) Programme subject to change - for further information contact Democratic Services: Tel: 01285 623000; Email: democratic@cotswold.gov.uk ; 3) Licensing Sub-Committee meetings scheduled are for (Taxis, Private Hire, and Street Trading Consent Matters). Sub-Committees to deal with Licensing Act 2003 matters are scheduled as required; 4) Sites Inspection Briefing are scheduled here but are attended by Councillors and officers only 5) The Leader of the Council may call additional Cabinet meetings if required; 6) To view agendas, reports and minutes, see: www.cotswold.gov.uk

This page is intentionally left blank