



The Arc
High Street
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To: Chair & Members of the Executive

Friday 19th January 2024

Contact: Alison Bluff
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Dear Councillor

EXECUTIVE

You are hereby summoned to attend a meeting of the Executive of the Bolsover District Council to be held in the Council Chamber, The Arc, Clowne on Monday, 29th January, 2024 at 10:00 hours.

Register of Members' Interests - Members are reminded that a Member must within 28 days of becoming aware of any changes to their Disclosable Pecuniary Interests provide written notification to the Authority's Monitoring Officer.

You will find the contents of the agenda itemised on page 3.

Yours faithfully

A handwritten signature in black ink that reads "J. S. Fielden". The signature is written in a cursive style.

Solicitor to the Council & Monitoring Officer

Equalities Statement

Bolsover District Council is committed to equalities as an employer and when delivering the services it provides to all sections of the community.

The Council believes that no person should be treated unfairly and is committed to eliminating all forms of discrimination, advancing equality, and fostering good relations between all groups in society.

Access for All statement

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- **Email:** enquiries@bolsover.gov.uk
- **BSL Video Call:** A three-way video call with us and a BSL interpreter. It is free to call Bolsover District Council with Sign Solutions, you just need WiFi or mobile data to make the video call, or call into one of our Contact Centres.
- Call with [Relay UK](#) - a free phone service provided by BT for anyone who has difficulty hearing or speaking. It's a way to have a real-time conversation with us by text.
- **Visiting** one of our [offices](#) at Clowne, Bolsover, Shirebrook and South Normanton

EXECUTIVE AGENDA

***Monday 29th January 2024 at 10:00 hours taking place in the Council Chamber,
The Arc, Clowne***

Item No.		Page No.(s)
1.	Apologies For Absence	
2.	Urgent Items of Business To note any urgent items of business which the Chairman has consented to being considered under the provisions of Section 100(B) 4(b) of the Local Government Act 1972.	
3.	Declarations of Interest Members should declare the existence and nature of any Disclosable Pecuniary Interest and Non Statutory Interest as defined by the Members' Code of Conduct in respect of: a) any business on the agenda b) any urgent additional items to be considered c) any matters arising out of those items and if appropriate, withdraw from the meeting at the relevant time.	
4.	Minutes To consider the minutes of the last meeting held on 4 th December 2023.	4 - 8
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9.	Lease to 2WL Limited at Pleasley Vale Business Park <i>Appendix 1 of this report is not for publication under Paragraph 3 of Part 1 of Schedule 12A to the Local Government Act 1972.</i>	158 - 169

EXECUTIVE

Minutes of a meeting of the Executive of the Bolsover District Council held in the Council Chamber, The Arc, Clowne, on Monday 4th December 2023 at 1000 hours.

PRESENT:-

Members:-

Councillor Steve Fritchley in the Chair

Councillors Anne Clarke (from Minute No. EX55-23/24), Mary Dooley, Duncan McGregor, Clive Moesby and John Ritchie,

Officers:- Karen Hanson (Chief Executive), Steve Brunt (Strategic Director of Services), Jim Fieldsend (Monitoring Officer), Theresa Fletcher (Section 151 Officer), Kath Drury (Information, Engagement and Performance Manager), Jess Clayton (Client Programme Manager), Laura Duck (Commissioning and Contracts Manager) (to Minute No. EX57-23/24) and Alison Bluff (Governance).

Also in attendance at the meeting, observing, were Junior Cabinet Members, Councillors Duncan Haywood, Jeanie Rospin, Phil Smith, and Jane Yates.

EX51-23/24. APOLOGIES

An apology for absence was received on behalf of Councillor Sandra Peake.

EX52-23/24. URGENT ITEMS OF BUSINESS

There were no urgent items of business to consider.

EX53-23/24. DECLARATIONS OF INTEREST

There were no declarations of interest made.

EX54-23/24. MINUTES – 6TH NOVEMBER 2023

Moved by Councillor Duncan McGregor and seconded by Councillor John Ritchie
RESOLVED that the Minutes of an Executive meeting held on 6th November 2023 be approved as a correct record.

EX55-23/24. AMBITION PLAN TARGETS PERFORMANCE UPDATE – JULY TO SEPTEMBER 2023 (Q2)

Executive considered the Quarter 2 outturns for the Council's Ambition targets 2020-2024.

EXECUTIVE

Out of the 25 targets, 17 (68%) were on track and 8 (32%) had achieved their outturns previously.

Our Customers – Providing excellent and accessible services

9 targets in total – all 9 targets on track.

Our Environment – protecting the quality of life for residents and businesses, meeting environmental challenges, and enhancing biodiversity

11 targets in total - 7 targets were on track and 4 targets had been achieved previously: (ENV 07, ENV 08, ENV 09, ENV 10)

Our Economy – by driving growth, promoting the District and being business and visitor friendly

5 targets in total - 1 target was on track and 4 targets had been achieved previously: (ECO 08, ECO 09, ECO 04, ECO 01)

Six targets which Dragonfly were delivering on behalf of the Council had been removed from the performance framework.

Moved by Councillor Duncan McGregor and seconded by Councillor Clive Moesby
RESOLVED that the quarterly outturns against the Council Ambition 2020-2024 targets be noted.

Reasons for Recommendation

This was an information report to keep Members informed of progress against the Council Ambition targets noting achievements and any areas of concern.

Alternative Options and Reasons for Rejection

Not applicable to this report as providing an overview of performance against agreed targets.

The Information, Engagement and Performance Manager left the meeting.

KEY DECISION

EX56-23/24. TO RECEIVE £100,000 FROM DCC PUBLIC HEALTH TO SUPPORT THE EMOTIONAL HEALTH AND WELL-BEING OF CHILDREN AND YOUNG PEOPLE WHICH WILL BENEFIT THE WHOLE OF THE DISTRICT

Executive considered a detailed report which sought Member's approval to receive £100,000 from Derbyshire County Council (DCC) Public Health to be used to commission services for young people in the District.

EXECUTIVE

DCC Public Health had ringfenced £100,000 for activities to boost general well-being of young people in Bolsover District aged 14 to 18, and those aged 19-25, if they had additional needs.

The funding would be allocated to the Council via a grant agreement and would cover a two-year period. The Partnership Team were working closely with the Public Health Locality Lead for Bolsover to design a tender specification to commission social prescribing activity that would boost general well-being using a non-clinical approach.

The aim of the project was to improve outcomes for young people by giving more choice and control over their lives and an improved sense of belonging where young people were involved in local community groups / activities.

It was envisaged that a paid link worker/social prescriber would work with a variety of young people but would target:

- Those with complex needs
- Young people on the Child and Adolescent Mental Health Services (CAMHS) waiting list
- Those not in employment, education, or training
- Those who are lonely and isolated
- Those with special educational needs and disabilities (SEND).

Updates on commissioned activity would be provided within the Bolsover Partnership's Annual Report. Activity would be monitored on a quarterly basis to ensure that project aims and objectives were being met.

Members welcomed the report.

In response to Member's questions, the Commissioning and Contracts Manager advised that the paid link worker/social prescriber, would be paid from the £100k. It was also likely that the paid link worker/social prescriber would have more than one work base across the District.

Councillor Dooley announced that this would be the Commissioning and Contracts Manager's last meeting as she would be leaving the Council at the end of December. Members thanked the Commissioning and Contracts Manager for all the work she had carried out over the previous 18 years and wished her well for the future and in her new job role.

Moved by Councillor Mary Dooley and seconded by Councillor Duncan McGregor **RESOLVED** that the Council enters into a grant agreement with DCC Public Health to receive an allocation of £100,000 funding for a two-year period aimed at improving the emotional well-being of young people in the District through a model of social prescribing.

Reasons for Recommendation

This funding would be used directly to improve the emotional well-being of children and young people. The funding came at a time when schools were reporting much higher social, emotional, and mental health (SEMH) needs and special education needs (SEN).

EXECUTIVE

Alternative Options and Reasons for Rejection

An alternative option would be for the grant to be awarded to another organisation. This had been rejected as DCC had awarded this funding directly to Bolsover Partnership to ensure that local activity commissioned met local needs of young people.

Do nothing – this was not considered to be an option as it would mean that Bolsover young people would not be able to benefit from commissioned activity.

The Commissioning and Contracts Manager and the Client Programme Manager left the meeting.

BUDGET AND POLICY FRAMEWORK ITEM

EX57-23/24. MEDIUM TERM FINANCIAL PLAN – REVISED BUDGETS 2023/24

Executive considered a detailed report which sought Member's approval of the 2023/24 revised budget for the General Fund, Housing Revenue Account and Capital Programme.

As Members had been previously advised in the budget monitoring report for quarters 1 and 2, a number of Council services were transferred into the Council's wholly owned company, Dragonfly, who would be operating the services on behalf of the Council under service level agreements. The payments to Dragonfly for operating the Council's services were included in the figures attached to the report.

The figures for the payments due from Dragonfly for the support services from the Council, were not yet included because the charging mechanism was still to be decided. This would be finalised soon, and the income calculated to allow it to be included in the MTFP report which would be presented to Members in February 2024.

As the report was only concerned with the Council's services, it therefore did not include expenditure or income relating to the commercial activities of Dragonfly.

Members discussed void properties and the loss of rental income to the Council. However, it was noted that this was being addressed with improvements to the process being made in line with current legislation.

Members noted the Government's lift on the cap of the costs charged by external auditors which had attracted a lot of criticism nationally. The Council also had a further £10k to pay to its external auditors due to an objection made by a member of the public to the Council's accounts in relation to Dragonfly. The Chief Executive noted that this figure could be doubled due to officers' time taken to provide a response to the objection.

Moved by Councillor Clive Moesby and seconded by Councillor John Ritchie

RESOLVED that 1) the revised General Fund budget for 2023/24 as set out in Appendix 1 and detailed in Appendix 2 to the report, be approved,

2) the revised HRA budget for 2023/24 as set out in Appendix 3 and 4 to the report, be approved,

EXECUTIVE

3) the revised Capital Programme for 2023/24 as set out within Appendix 5 to the report, be approved.

Reasons for Recommendation

The purpose of the report was to set revised budgets as early as possible within the financial year to ensure that identified budget savings were realised, that all budget managers were working to the revised budgets and to allow any planned changes to be delivered.

Alternative Options and Reasons for Rejection

General Fund and HRA

Any surplus on the Council's two main revenue accounts would result in an increase in financial balances at the year-end which were available to protect services at a time of declining central government support. It was proposed that additional resources would be transferred to reserves in preparation for future expenditure.

Capital

There were no alternative options being considered with regard to the proposed allocations from the Capital Programme budget as it ensured the Council's assets met health and safety requirements in that they were maintained in a fit for purpose state that ensured they remained fully operational.

The meeting concluded at 1035 hours.

Bolsover District Council

Meeting of the Executive on 29th January 2024

Safeguarding Policy and Procedures – Protecting Children and Adults at Risk

Report of the Portfolio Holder for Partnerships, Health & Wellbeing

Classification	This report is Public
Contact Officer	Deborah Whallett Housing Services Manager

PURPOSE/SUMMARY OF REPORT

To seek Executive's approval to adopt the proposed Safeguarding Policy and Procedures, Protecting Children and Adults at Risk.

REPORT DETAILS

1 Background

- 1.1 Safeguarding is an everyday part of all Council employee roles, and it is important to have a supportive culture across the Council, so all staff, Members, volunteers, grant funded organisations, and those delivering contracts on behalf of the Council, understand their responsibilities to safeguard against harm and abuse. In turn, this will allow them to support children and adults within our District who receive Council services and/or support employees in the workplace.
- 1.2 Derbyshire County Council (DCC) is the statutory lead for safeguarding in Derbyshire as they have responsibility for adult care and children's services.
- 1.3 There is a requirement that the Derbyshire district / borough councils must work in partnership with their upper tier authority (DCC). It was agreed at a recent Derbyshire Safeguarding Leads Group that a Safeguarding Policy would be developed by all district / borough councils across Derbyshire together; this will ensure consistency of service. Therefore, the policy appended to this report has been developed to complement DCC's Safeguarding Policy and procedures and has the approval of the Derbyshire Safeguarding Boards. This policy sets out the procedures for safeguarding children and adults, outlining the responsibilities of the Council and to ensure that an overarching approach to safeguarding is embedded within all our services and across Derbyshire.
- 1.4 The current Adult Safeguarding Policy and Children Safeguarding Policy are separate policies and are not due to expire until 2025. If adopted the proposed

policy will act as a single policy document and will replace the two existing safeguarding policies.

- 1.5 The Safeguarding Policy has been adapted in line with the Council's reporting procedures, therefore, the current reporting procedures in place will not be amended.

2. Details of Proposal or Information

- 2.1 The purpose of the proposed Safeguarding Policy is to make explicit the responsibilities of all professionals, volunteers, and agencies working together to protect those adults and children most at risk from harm and abuse with an aim to:
- Implement and maintain systems of working practice to safeguard adults and children during council activities.
 - Ensure that safeguarding is recognised as everyone's business within the council and know how to make a referral.
 - Ensure that concerns about abuse are reported promptly to the appropriate authorities.
 - Offer guidance and support to all employees and Councillors involved in Council activities, to assist them in recognising and responding to the signs of possible abuse, and to protect themselves against allegations.
 - Ensure that the Council's role and responsibility in protecting adults and children from abuse is clear.
 - Raise awareness around safeguarding of adults and children.
 - Work in compliance with the Derby and Derbyshire Safeguarding Policy and Procedures.
- 2.2 The Council will raise awareness of the new policy, along with the associated information sheets, by publishing on the Council's intranet and website.
- 2.3 Safeguarding training will continue to be implemented for all new and existing employees. Training may include internal courses, external courses, seminars, and workshops, which may be attended virtually or in person.
- 2.4 All Safeguarding Link Officers will undertake training on their roles and responsibilities at regular intervals to give updates on any change in legislation.
- 2.5 The draft policy was considered by the Climate Change and Communities Scrutiny Committee on 5th December 2023 who were happy with the proposal.

3. Reasons for Recommendation

- 3.1 To adopt the Derbyshire wide Safeguarding policy to enable a consistent partnership approach across the county.

4 Alternative Options and Reasons for Rejection

- 4.1 An alternative option is not to adopt the Derbyshire wide policy and continue to have two policies in place, this was rejected due to the partnership approach to provide consistency across Derbyshire for Safeguarding.
- 4.2 Another reason for rejection is that future staff time will be saved reviewing one policy instead of two.
- 4.3 One policy for both adults and children will be more “user friendly” to employees and residents of the District.

RECOMMENDATION(S)

That Executive consider and adopt the draft Derbyshire wide policy - Safeguarding Policy and Procedures, Protecting Children and Adults at Risk.

Approved by Councillor Mary Dooley, Portfolio Holder for Partnerships, Health & Wellbeing

IMPLICATIONS.

Finance and Risk: Yes ☐ No ☒

Details: There is no financial risk to the Council. All Derbyshire County Council multi-agency training on safeguarding is free of charge, however any extra training that may be sought from another provider may incur a charge. An internal training programme is also delivered by the Council and reviewed periodically.

On behalf of the Section 151 Officer

Legal (including Data Protection): Yes ☒ No ☐

Details: The Council has a duty to ensure it places appropriate emphasis on safeguarding Adults and Children through various pieces of legislation. The main legislation for this policy area is the Care Act 2014.

On behalf of the Solicitor to the Council

Environment: Yes ☐ No ☒

Please identify (if applicable) how this proposal/report will help the Authority meet its carbon neutral target or enhance the environment.

Details: N/A

Staffing: Yes ☐ No ☒

Details: There are no staffing implications arising from this report

On behalf of the Head of Paid Service

DECISION INFORMATION

<p>Is the decision a Key Decision? A Key Decision is an executive decision which has a significant impact on two or more District wards, or which results in income or expenditure to the Council above the following thresholds:</p> <p>Revenue - £75,000 <input type="checkbox"/> Capital - £150,000 <input type="checkbox"/> <input checked="" type="checkbox"/> <i>Please indicate which threshold applies</i></p>	<p>No</p>
<p>Is the decision subject to Call-In? <i>(Only Key Decisions are subject to Call-In)</i></p>	<p>No</p>

<p>District Wards Significantly Affected</p>	<p>All indirectly</p>
<p>Consultation: Leader / Deputy Leader <input type="checkbox"/> Executive <input type="checkbox"/> SLT <input type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input type="checkbox"/> Public <input type="checkbox"/> Other <input type="checkbox"/></p>	<p>Details: The Safeguarding Leads for each local authority have been consulted and Derbyshire District Council's Safeguarding boards</p>

<p>Links to Council Ambition: Customers, Economy, and Environment.</p>
<p>The policy links to the Council's corporate plan by creating;</p> <p>A great place where people can live well;</p> <ul style="list-style-type: none"> • A community with lifelong good health. • A place to live that people value. • A place where people enjoy spending time. <p>A great place to access a good public service:</p> <ul style="list-style-type: none"> • Assist and influence other public partners to improve their services in the district. • Continually improve Council services to deliver excellence and value for money.

DOCUMENT INFORMATION

Appendix No	Title
1	Safeguarding Policy and Procedures - 'Protecting Children and Adults at Risk'
2	Information Sheet - Children at risk of Exploitation (CRE)
3	Information Sheet – Domestic Abuse
4	Information Sheet – Hate Crime
5	Information Sheet – Modern Slavery
6	Information Sheet – PREVENT
7	Guidelines for photography and filming at Council managed facilities and events
Background Papers (These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Executive, you must provide copies of the background papers)	
1.1	The Current Adult and Children Safeguarding Policies, which are separate documents, do not expire until the year 2025, however this policy is one single document and will replace the existing two.
1.2	Derbyshire County Council (DCC) is the statutory lead for safeguarding in Derbyshire as they have responsibility for adult care and children's services.
1.3	There is a requirement that the Derbyshire District / Borough council's must work in partnership with their upper tier authority (DCC), therefore this Policy has been developed to complement DCC's Safeguarding Policy and procedures and have the approval of the Derbyshire Safeguarding Boards.
1.4	Each Local Authority and their partners must collaborate and work together, therefore one policy across Derbyshire along with the associated information sheets will ensure consistency with a partnership approach for delivering the Council's statutory obligations.
1.5	The Safeguarding Policy has been adapted in line with the Council's reporting procedures, therefore the current reporting procedures in place will not be amended.



Safeguarding Policy and Procedures

‘Protecting Children and Adults at Risk’

2023

Equalities Statement

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CONTROL SHEET FOR Safeguarding Policy and Procedures

Policy Details	Comments / Confirmation (To be updated as the document progresses)
Policy title	Safeguarding Policy and Procedures
Current status – i.e. first draft, version 2 or final version	First draft
Policy author (post title only)	Housing Services Manager
Location of policy (whilst in development)	S Drive
Relevant Cabinet Member (if applicable)	Councillor Mary Dooley
Equality Impact Assessment approval date	
Partnership involvement (if applicable)	
Final policy approval route i.e. Executive/ Council	Executive
Date policy approved	
Date policy due for review (maximum three years)	# 2026
Date policy forwarded to Performance & Communications teams (to include on ERIC, and website if applicable to the public)	

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1. INTRODUCTION

Bolsover Derbyshire District Council (the Council) recognises the important role it plays in safeguarding, and this is underpinned by a legal responsibility (or 'duty of care') to safeguard and promote the welfare of all who access or receive its services. All local authorities and public services have this duty and should work together to safeguard those within their area. The duty of care is particularly important for children or adults at risk, who may have specific needs or requirements, and the council is committed to ensuring these groups are protected and kept safe from harm and abuse.

For councils, there is a requirement that the district / borough council must work in partnership with their upper tier authority, in this case, Derbyshire County Council; the authority who is responsible for `adult or children's care services.

The purpose of this Safeguarding Policy is to make explicit the responsibilities of the council, and how its employees and representatives will meet the legislative duty.

a) Aim of the policy

The aim of this policy is to outline the safeguarding procedures that are to be followed by the Council, to ensure that legal obligations are met. The council will meet this aim by:

- Ensuring working practices safeguard all who access or receive council services, with specific regard to the needs of children and adults at risk;
- Ensuring children and adults at risk and their parents/guardians/carers have confidence in council employees and representatives through safe policies and practices;
- Promoting the welfare, health and full development of children and adults at risk;
- Working together with partners to support safeguarding processes.

2. SCOPE

The Council will undertake the following actions:

- Ensuring employees and representatives of the Council are clear on the roles and responsibilities for protecting children and adults at risk;
- Raising awareness with all employees or representatives of the Council to support them to recognise safeguarding concerns;

- Ensuring that all employees or representatives of the Council are aware of how to record and report identified concerns promptly and appropriately; and,
- Working in compliance with the Derby and Derbyshire Safeguarding Children Partnership's Safeguarding Children Policy - www.ddscp.org.uk and with the Derbyshire Safeguarding Adults Board's Safeguarding Adults Policy and Procedures - www.derbyshiresab.org.uk

Through these aims, the Council will empower those delivering services to have the confidence to support the Derbyshire response to safeguarding children and adults at risk. This will support the council to meet the following corporate priorities:

- A community with lifelong good health
- A place to live that people value
- A place where people enjoy spending time

b) Definitions

Child/ren or young person	Anyone under the age of 18 years in accordance with the Children Act 1989. For the purpose of this policy the reference to children therefore means 'children and young person' throughout.
Child in need	<p>A child in need is defined under the Children Act 1989 as a child:</p> <ul style="list-style-type: none"> • who is unlikely to achieve or maintain or to have the opportunity of achieving or maintaining, a satisfactory level of health or development without the provision of services; • or who's health or development is likely to be significantly impaired, or further impaired, without the provision of such services; or • or a child is disabled. <p>Under section 47 of the Children Act 1989, where a local authority has reasonable cause to suspect that a child (who lives or is found in their area) is suffering or is likely to suffer significant harm, it has a duty to make such enquiries as it considers necessary to decide whether to take any action to safeguard or promote the child's welfare. Such enquiries, supported by other organisations and agencies, as appropriate, should be initiated where there are concerns about all forms of</p>

	abuse and neglect. This includes Female Genital Mutilation and other Honour-Based Violence , and extra-familial threats including radicalisation and sexual or criminal exploitation;
Adult at risk	An adult who is aged 18 and over who: <ul style="list-style-type: none"> • Has needs for care and support (whether or not the local authority is meeting any of those needs) and; • Is experiencing, or at risk of, abuse, harm or neglect and; • As a result of those care and support needs is unable to protect themselves from either the risk of, or the experience of abuse or neglect.
Employee or representative of the Council	An employee (including Agency Staff), Elected Member, volunteer or anyone working on behalf of, delivering a service for, or representing the council including contractors or voluntary organisations.
Parent	Generic term to include birth parents, step-parents and carers. The term will specify parental responsibility where necessary.

3. PRINCIPLES

a) Overarching key principles

The guidance given in this policy is based on the following key principles:

- The welfare of children and adults at risk is of paramount concern for organisations working in the area;
- All children and adults, whatever their age, culture, disability, gender, language, race, religion or belief and / or sexual orientation have the right to protection from abuse or neglect;

In order to fulfil the key principles, it is important that the council:

- Provides political and senior management leadership to ensure that all incidents of suspected or alleged poor practice are taken seriously and responded to quickly and appropriately. This includes allegations made against employees, volunteers and contractors;
- Designs and delivers council services with due regard to safeguarding legislation, best practice and protocols;
- Shares data with relevant bodies where appropriate;

- Provides appropriate training for employees or representatives of the Council working directly to deliver council services; and
- Insists on robust safeguarding policies and practices from contractors, partners and voluntary groups delivering council services or using council facilities.

In addition, when supporting adults, the following principles will be used to support local partnership arrangements:

- **Empowerment**
Adults will be supported and encouraged to make their own decisions and have informed consent, whether this is for themselves, or as a parent / carer / guardian of either an adult at risk, or a child or young person. Ensuring that services empower the person to have their voice heard through the process.
- **Prevention**
It is better to take action before harm occurs.
- **Proportionality**
Taking the least intrusive response appropriate to the risk presented.
- **Protection**
Support and representation for those in greatest need.
- **Partnership**
Local solutions found with services working with their communities, acknowledging that communities have a part to play in preventing, detecting and reporting abuse.
- **Accountability**
Accountability and transparency in delivering safeguarding.

b) Confidentiality and Sharing Information

The council will follow its Data Protection and Information Governance policies in all it does to ensure that information is dealt with in line with data protection laws. This includes confidentiality, and the storage and sharing of data with other parties.

Confidentiality is a crucial part of data protection, and all employees have a statutory obligation to safeguard the confidentiality of personal information. Every effort will be made to maintain confidentiality, and information should be shared on a need-to-know basis. This includes the following:

- Members of the team leading the internal investigation;

- The parents/guardian/carer of the person who is alleged to have been abused;
- The person making the allegation;
- DCC Children's Social Care and the police;
- The alleged perpetrator.

Alongside confidentiality, every effort will be made to obtain consent from the individuals involved as appropriate, particularly when considering preventative services.

However, anyone receiving or discussing a potential safeguarding report or disclosure must consider the safety and welfare of the person/s involved. Where there is a concern that a child or adult may be suffering, or is at risk of significant harm, the individual's immediate safety and welfare must be the overriding consideration. This may mean that it is necessary to share information **without** consent from those involved.

Sharing confidential information without consent is allowed in certain circumstances under the Data Protection Act 2018 when it is in the public interest and is normally justified where:

- it is in the interest of the child or young person where reasonable concerns identify that their health or development will be impaired without the provision of services;
- there is evidence that a child or young person is suffering or is at risk of suffering significant harm;
- there is reasonable cause to believe that an individual may be suffering or at risk of suffering significant harm;
- it is to prevent significant harm arising to children and young people, including through the prevention, detection and prosecution of serious crime.

Where consent is not deemed possible, the key factor on deciding whether to share confidential information is proportionality; whether the proposed sharing is a proportionate response to the need to protect the public interest in question. This should also take into account the circumstances of the individual; including whether those who are charged with keeping them safe are the subject of the disclosure and sharing the disclosure with them may put the individual at risk of more harm. The person making a disclosure must be advised that the information they provide will need to be shared with appropriate people and/or agencies.

The representative of the council receiving the disclosure should speak with a Safeguarding Link Officer who will support them to make a decision based on

reasonable judgement and together, record it. Call Derbyshire or Starting Point can also provide advice and can be contacted on **telephone 01629 533 190**.

In all cases, the sharing of data will still need to be carried out in a controlled manner as defined in the Data Protection Act 1998 and the General Data Protection Regulations (GDPR) with any relevant council guidance, policies and practices, including information being stored in a secure place with limited access.

It is acknowledged that the early sharing of information is the key to providing effective help where there are emerging concerns. Fears of sharing information must not stand in the way of promoting and protecting the well-being of children and adults at risk of abuse and neglect.

Further guidance on key points for sharing information is available:

- [For children and young people](#)
- [For adults](#)

4. Statutory Framework

a) Legal Framework – Safeguarding Children

Local authorities have a duty under Section 11 of the Childrens Act 2004 to ensure their functions and services provided on their behalf are discharged with regard to the needs to safeguard and promote the welfare of children.

In addition, July 2018, the Government issued new national guidelines; “[Working Together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children](#)” to provide clarity for what is required and how organisations need to work together in partnership with others.

There is more information on the legislation on the [Derby & Derbyshire Safeguarding Children Partnership](#).

b) Legal Framework - Safeguarding Adults at Risk

Nationally there is a wide range of legislation and regulatory framework relating to adults who may be vulnerable. More information is available on the [Derbyshire Safeguarding Adults Board](#) website. There are specific requirements for upper tier councils such as Derbyshire County Council, who have the statutory lead on adult care services including, but not limited to:

- [The Care Act 2014 and its statutory guidance](#) (this replaces the ‘No Secrets’ Guidance 2000)
- [Human Rights Act 1998](#)

- [Mental Capacity Act 2005](#) and its subsequent amendments [Mental Capacity \(Amendment\) Act 2019](#)
- [SCIE Safeguarding Adults of Risk of Harm: a Legal Framework for Practitioners](#)

Employees will have regard to and are bound to operate within these Acts as appropriate, and will have due regard to any other relevant legislation, statutory guidance and regulations. Other procedures or guidance may apply such as the 'Safeguarding Children' procedures, Domestic Abuse Protocol, MARAC, and Forced Marriage.

This Policy is based on the duties and obligations enshrined in the following Acts and guidance policies:-

- The Children Act 1989 and 2004
- Safeguarding Vulnerable Groups Act 2006
- Public Interest Disclosure Act 1998
- Data Protection Act 1998
- General Data Protection Regulations 2018
- Care Act 2014
- Children and Social Work Act 2017
- European Convention of Human Rights
- No Secrets 2000
- Working Together to Safeguard Children 2015
- Mental Capacity Act 2005
- Disclosure and Barring Service (formerly the Criminal Records Bureau (CRB) and Independent Safeguarding Authority (ISA)
- Equalities Act 2010

c) The Council's responsibility

“Safeguarding is everyone's responsibility”

The services directly provided by, or services commissioned by the Council but delivered by others (including volunteers, partners, contractors, Elected Members or voluntary organisations), have the potential to impact positively upon the lives of children and adults at risk. These include employees or representatives of the Council working directly with individuals or families. Equally, employees or representatives may become aware of safeguarding issues whilst out and about in the borough during their personal lives.

The Council has a Adult and Children Safeguarding Group which is responsible for developing the corporate policy in conjunction with partners and having due regard to local and national policy and legislation. The Group also monitors the application of and effectiveness of the council's policy and procedures. Key officers across the Council sit on the working group.

The group is responsible for:

- Developing, implementing and monitoring the effectiveness of the policy and procedures;
- Ensuring a consistent application of the policy across the Council;
- Working with the relevant Safeguarding Partnerships and Boards through the county-wide governance arrangements;
- Agreeing the content and delivery of training;
- Reporting to the Managing Director and Service Management Team as appropriate any findings, directions or contraventions of the policy and its procedures.
- Disseminating good practice and practice guidance.

The Council has appointed Safeguarding Link Officers to act as contact points for employees, Councillors or members of the public that need to report any incidents or concerns regarding a child's health and wellbeing.

The Safeguarding Link Officers will have a specific responsibility for:

- ensuring the reporting of any allegation or suspicion of safeguarding concerns to appropriate organisations
- being familiar with the requirements set out by Derby and Derbyshire Safeguarding Children's Partnership and Derbyshire Safeguarding Adults Board
- championing the inclusion of robust safeguarding procedures across the council
- continuing professional development to keep abreast of changes in safeguarding practice or legislation.

d) Recruitment and employment

The Council will take all reasonable steps to prevent unsuitable people from working with children and young people. The Council's Policy on Recruitment and Selection must be followed for all appointments. For existing employees and applicants who are offered employment in posts which involve contact with children or undertaking any form of regulated activity, an Enhanced Disclosure and Barring Service (DBS) Check must be undertaken and renewed on an annual basis. This must include a check to ensure that the successful candidate is not barred from working with children and/or adults in vulnerable circumstances. The Council fully complies with the DBS Code of Practice, this policy will be in line with the Council's Disclosure and Barring Service (DBS) Policy, which can be viewed via the Council's internal website or a copy requested from the Human Resources department.

e) Dealing with allegations against employees

Any concerns about the welfare of a child or an adult at risk due to the actions of an employee of the Council must be reported immediately.

It can often be difficult to report a fellow employee, but the Council will ensure that all employees are fully support and protect anyone who, without malicious intent, reports their concerns about a colleague's behaviour towards a child or adult at risk. The Council has a Whistle Blowing Policy, which complements the reporting procedures referred to in this policy and can be viewed via the Council's internal website or a copy requested from the Human Resources department.

If there is an allegation about an employee, there may be three types of investigation:

- Criminal, led by the police;
- Child or Adult Social Care, led by Derbyshire County Council;
- Disciplinary, led by the line manager and appropriate senior manager at the Council's, following internal disciplinary procedures.

Civil proceedings could also be taken by the person or family who are alleging the abuse or harassment. It may be that one or more of the above investigations are ongoing at similar times.

Where it is suspected that abuse has taken place, the normal safeguarding reporting routes should be followed and the concern reported to an immediate line manager, Safeguarding Link Officer, or to a member of the Senior Leadership Team (SLT).

Advice will be sought from appropriate officers or external organisations as to the way to proceed, which may involve reporting the concerns to Derbyshire County Council or the Police.

Whilst any allegation will be treated seriously and investigated immediately and thoroughly, it is possible for an employee to become a victim of false accusations. Employees are encouraged to protect themselves from false accusations by adopting good practice at all times.

Further information about dealing with allegations made against staff or representatives can be found:

- [For children](#)
- [For adults](#)

5. Abuse and harm

The following sections go through the different types of abuse and harm. Whilst there are a number of similarities between children and adults, there are difference and the responses and pathways to support are different. Therefore, the following sections are separated into Children and Adults.

What is abuse or harm to children?

a) Types of abuse

In July 2018 the Government issued new national guidelines;
“Working Together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children”

This document provides clarity for what is required and how organisations need to work together in partnership with others. Safeguarding and promoting the welfare of children is defined in the guidance as:

- protecting children from maltreatment
- preventing impairment of children's health or development
- ensuring that children grow up in circumstances consistent with the provision of safe and effective care
- taking action to enable all children to have the best outcomes

This can include preventing and protecting a child from:

- Abuse
- Physical abuse
- Emotional abuse
- Sexual abuse
- Child sexual or criminal exploitation
- Neglect
- Extremism

b) Barriers to disclosure

There may be a number of barriers that exist which prevent a child from telling others about abuse. Some of the main barriers are:

- Have communication or learning difficulties;
- Not yet have the vocabulary to describe what has happened;
- Don't understand that what they have or are experiencing is wrong;
- Be scared because they feel they have been threatened;
- Think they will be taken away from home;
- Believe they are to blame, or they may feel guilty;
- Think it happens to others;
- Feel embarrassed;
- Not want their abuser to get in trouble;
- Be afraid that they won't be believed;
- Think they have already told e.g. by dropping hints;
- Have told someone before and weren't believed, so think there is no point in trying again.

c) Factors that increase the risk of abuse

There are many issues that may contribute to child abuse, but some factors increase the risk to children and young people and make them more vulnerable to abuse. They can be found in the background of parents, in the environmental situation and in attributes of the child or young person themselves.

These factors can be significant in alerting a bystander or family member to offer support to a family and keep a caring eye out.

Caregivers factors:

- Caregivers with drug or alcohol issues
- Caregivers with mental health issues, including depression
- Caregivers who don't understand children's needs or development
- Caregivers who were abused or neglected as children
- Caregivers who are young or single parents or parents with many children
- Caregivers have unrealistic expectations of the child and lack parenting knowledge
- Caregivers with low education or income
- Caregivers experiencing high levels of parenting stress or economic stress
- Caregivers who use spanking and other forms of corporal punishment for discipline
- Caregivers in the home who are not a biological parent
- Caregivers with attitudes accepting of or justifying violence or aggression

Family factors

- Families that have household members in jail or prison
- Families that are isolated from and not connected to other people (extended family, friends, neighbours)
- Families experiencing other types of violence, including relationship violence
- Families with high conflict and negative communication styles

Community factors

- Communities with high rates of violence and crime
- Communities with high rates of poverty and limited educational and economic opportunities
- Communities with high unemployment rates
- Communities with easy access to drugs and alcohol
- Communities where neighbours don't know or look out for each other and there is low community involvement among residents
- Communities with few community activities for young people
- Communities with unstable housing and where residents move frequently
- Communities where families frequently experience food insecurity

Environmental Factors:

- Overcrowding in the house
- Poverty or lack of opportunity to improve the family's resources
- Family violence is present
- A non-biological adult living in the house
- Family is experiencing multiple stresses

Child Factors:

- Baby is sickly, colicky or unwanted
- Child is younger than 4 years of age
- Child has additional needs which may increase caregiver burden
- Child is the product of an abusive relationship
- Lack of attachment between child and parent

6. Dealing with allegations or suspicions

All employees have a duty to discuss any concerns they may have about the safety or welfare of a child with their line manager or one of the Safeguarding Link Officers and ensure an appropriate referral is made as outlined in this policy.

There are 5 steps employees or representatives should take:

1. **RECOGNISE** concerns as they are identified.
2. **RESPOND** to disclosures in an appropriate way and deal with immediate safety or crime concerns.
3. **REPORT** allegations or suspicions to line managers on the same day.
4. **REFER** to appropriate organisations on the same day.
5. **RECORD** incidents to share concerns with appropriate organisations, ensure data management policies and facilitate investigations or case reviews.

1. Recognise

It is not always easy to recognise when abuse has taken place or a situation that may develop to become abusive. Council employees are not expected to be experts at recognising such situations but they do have a responsibility to act if they have **any** concerns about the behaviour of a child, or *towards* a child.

Harm and abuse can happen in a range of different ways, and in any setting, including:

- a person's home (including a care or nursing home)
- at work
- at an education setting, including a school or college
- in a hospital
- at a day centre
- at organised clubs or groups
- anywhere else people spend their time in the community (e.g. leisure centres, open spaces).

2. Respond

It is important that you respond in the right way to anyone who may disclose a concern. Remember:

- Stay calm
- Listen carefully
- Ask questions for clarification

- Believe
- Reassure
- As a child, you will need to inform them you will have to pass information on to the right people to help them
- Don't promise to keep secrets. All allegations of harm or potential harm will be acted upon.

When responding to a disclosure or suspicion about a situation, you need to assess the situation:

- Does it need an immediate response?

It is important that we deal with any situation where someone is immediately at risk of harm or in danger, or if there is a crime in progress at that moment. If this is the case, you need to dial 999 to alert the emergency services, remembering to also dial a 9 first if you are ringing from an internal council phone.

- Has a crime taken place?

If someone is saying that a crime has taken place (but not in progress), you will need to support the person to report this to the police. You can do this in a number of ways:

- **Phone number:** 101
- **Website reporting form:** www.derbyshire.police.uk
- **Twitter:** Sending a Direct Message to @DerPolContact

You will still need to follow the steps below.

3. Report

You will need to share your concerns with your Line Manager and contact one of the Safeguarding Link Officers on the same day as the concern was noted.

The Safeguarding Link Officers are officers who can help you to consider what needs to be done next and by who.

4. Refer

The Safeguarding Link Officers] act as contact points for any employees, Councillors or members of the public that need to report any incidents or concerns they may have with a child's health and wellbeing.

If professionals (usually the Safeguarding Link Officer) are unsure about whether to refer, they should telephone Starting Point Consultation and Advice Service for Professionals (Tel: 01629 535 353). The service operates Monday to Friday from 08:00 – 18:00.

Making a Referral to DCC's Children Social Care

When speaking with the Safeguarding Link Officers, they will work with you to decide what appropriate action needs to be taken, which may be:

- **Phoning Call Derbyshire on 01629 533 190**

Call Derbyshire Customer Care Assistants (CCAs) receive all telephone calls from professionals working with children in Derbyshire where there are concerns for the immediate welfare of a child/ren. Call Derbyshire CCAs will record the detail of the referral on an Initial contact record and task this immediately to **Starting Point**.

Call Derbyshire CCAs will advise referrers to follow up their verbal referral within 24 hours with written confirmation through the completion of an electronic referral document which can be found at: www.derbyshire.gov.uk/startingpoint.

Children's Social Care (through Starting Point) operates their service both on the phone and through the Online Referral Forms from Monday to Friday 8am - 6pm. To report immediate child protection issues or safeguarding concerns out of these hours telephone:

- Call Derbyshire on Tel: 01629 532 600.

Starting Point has links with Derbyshire Constabulary, Derbyshire Health Services, as well as Children's Social Care, each with access to their own information systems. It is important to make clear that you wish to discuss an individual child and ensure you get the name and job title of the person you speak to. Any immediate courses of action can be discussed to address any concerns. The response time will vary depending on the situation, however it is expected that you are kept informed, but if this does not happen within three working days a follow up call should be made by the Link Officer (or person making the referral).

If you are not a Safeguarding Link Officer and have had to contact Starting Point please ensure you pass full details of the referral to the Safeguarding Link Officer for recording purposes.

There is more information available on the services that [Derbyshire County Council provide for children and families](#) on their website.

- **Speaking to workers already involved**

If you are aware the child already has an allocated Early Help Team worker or social worker do not fill out this form and liaise directly with the allocated worker.

5. Record

You will need to write detailed notes on what happened and when, including who was there, what was said or done, what your suspicions are and anything else you remember about the situation. The referral form will help you to record the right information but should always include:

- Name, address and date of birth of the person concerned
- Date and time of the situation
- Your name, signature and job title
- A factual account of what happened

- The location where the incident took place
- The actual words spoken by the individual if possible and how they acted
- A note of any other people involved e.g. as witnesses

7. What is harm or abuse to adults at risk?

a) Types of abuse

Abuse is a violation of an individual's human or civil rights, by any other person or persons. Professionals should not limit their view of what constitutes abuse or neglect, as they can take many forms and the circumstances of the individual case should always be considered. The following types of abuse and neglect are identified within the Care Act 2014, but should not be considered exhaustive;

- **Physical abuse**
Including assault, hitting, slapping, pushing, kicking, misuse of medication, restraint or inappropriate physical sanctions.
- **Domestic abuse**
An incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse by someone who is or has been an intimate partner or family member regardless of gender or sexuality. Includes psychological, physical, sexual, financial, emotional abuse, so called 'honour' based violence, Female Genital Mutilation and Forced Marriage.
- **Sexual abuse**
Including rape, indecent exposure, sexual harassment, inappropriate looking or touching, sexual teasing or innuendo, sexual photography, subjection to pornography or witnessing sexual acts, indecent exposure and sexual assault or sexual acts to which the adult has not consented or was pressured into consenting.
- **Sexual exploitation**
Involves exploitative situations and relationships where people receive 'something' (e.g. accommodation, alcohol, affection, money) as a result of performing, or others performing on them, sexual activities
- **Psychological abuse**
Including emotional abuse, threats of harm or abandonment, deprivation, of contact, humiliation, blaming, controlling, intimidation, coercion, harassment, verbal abuse, cyber bullying, isolation or unreasonable and unjustified withdrawal of services or supportive networks
- **Financial or material abuse**
Including theft, fraud, internet scamming, coercion in relation to an adult's financial affairs or arrangements, including in connection with wills, property, inheritance or financial transactions, or the misuse or misappropriation of property, possessions or benefits.
- **Modern slavery**

Encompasses slavery, human trafficking, forced labour and domestic servitude. Traffickers and slave masters use whatever means they have at their disposal to coerce, deceive and force individuals into a life of abuse, servitude and inhuman treatment.

- Discriminatory abuse
Including forms of harassment, slurs or similar treatment; because of race, gender and gender identity, age, disability, sexual orientation or religion.
- Organisational abuse
Including neglect and poor care practice within an institution or specific care setting such as a hospital or care home, for example, or in relation to care provided in one's own home. This may range from one off incidents to on-going ill-treatment. It can be through neglect or poor professional practice as a result of the structure, policies, processes and practices within an organisation.
- Neglect and acts of omission
Including ignoring medical, emotional or physical care needs, failure to provide access to appropriate health, care and support or educational services, the withholding of the necessities of life, such as medication, adequate nutrition and heating.
- Self-neglect
This covers a wide range of behaviour neglecting to care for one's personal hygiene, health or surroundings and includes behaviour such as hoarding.

b) Adults not meeting safeguarding criteria

Where there is concern that someone is being abused, neglected or is being affected by abuse, but they do not meet the definition of an 'adult at risk' as outlined in 'Definitions, 2 b), the Vulnerable Adult Risk Management (VARM) procedures may be applicable. More information about the VARM process is available on the [Derbyshire Safeguarding Adults Board website](#).

In addition, there are other areas of community safety that may apply, each with policies, procedures and support available. These may include:

- Derbyshire Domestic Abuse Policies including MARAC, Female Genital Mutilation and Forced Marriage
- Multi Agency Public Protection Arrangements (MAPPA)
- Anti-Social Behaviour
- Hate crime
- Prevent
- Modern Slavery

For more information on these, please see the [VARM Policy](#) or the associated information sheets which can be found on the Council's intranet, or contact a VARM Champion or your local Community Safety Team.

In all cases, information will be supplied to the person about universal safety services.

c) Recognition of mental ill health

Everyone has mental health, like everyone has physical health, both change throughout our lives. Minds like bodies can become unwell. Mental ill health can range from mild stress-related symptoms, to acute conditions such as bipolar, depression, psychosis and schizophrenia. The following can often be indicators that someone may need help: Suicidal thoughts, social withdrawal, delusions, paranoia, confusion, self-harm, marked mood swings and severe anxiety.

Further information on Mental Health is available on the Council's website or the Rethink Mental Illness website.

d) Barriers to disclosure

There may be a number of barriers that exist which prevent a child or adult from telling others about abuse. Some of the main barriers are:

- Be scared because they may have been threatened;
- Think they will be taken away from home;
- Believe they are to blame, or they may feel guilty;
- Think it happens to others;
- Feel embarrassed;
- Not want their abuser to get in trouble;
- Have communication or learning difficulties;
- Not yet have the vocabulary to describe what has happened;
- Be afraid that they won't be believed;
- Think they have already told e.g. by dropping hints;
- Have told someone before and weren't believed, so they believe there is no point in trying again.

e) Factors that increase the risk of abuse

There are a number of factors that can increase the risk of an adult being at risk of abuse. These can include:

- be getting older.
- have a physical or learning disability, or have trouble seeing or hearing.
- not have enough support.
- have mental health problems.
- be socially isolated.
- live in inappropriate accommodation.
- misuse alcohol or drugs.
- have financial circumstances which make them higher risk.

8. Dealing with allegations or suspicions regarding adults

There are 5 steps for employees or representatives to undertake:

1. **RECOGNISE** concerns as they are identified.
2. **RESPOND** to disclosures in an appropriate way and deal with immediate safety or crime concerns.
3. **REPORT** allegations or suspicions to line managers on the same day.
4. **REFER** to appropriate organisations on the same day.
5. **RECORD** incidents to share concerns with appropriate organisations, ensure data management policies and facilitate investigations or case reviews.

1. Recognise

It is not always easy to recognise when abuse has taken place or a situation that may develop to become abusive. Council employees are not expected to be experts at recognising such situations but they do have a responsibility to act if they have **any** concerns about the behaviour of an adult or child, or *towards* an adult or child.

Harm and abuse can happen in a range of different ways, and in any setting, including:

- a person's home (including a care or nursing home)
- at work
- at an education setting, including colleges or adult education settings
- in a hospital
- at a day centre
- at organised clubs or groups
- anywhere else people spend their time in the community (e.g. leisure centres, open spaces).

You need to assess the situation:

- Does it need an immediate response?

It is important that we deal with any situation where someone is immediately at risk of harm or in danger, or if there is a crime in progress at that moment. If this is the case, you need to dial 999 to alert the emergency services, remembering to also dial a 9 first if you are ringing from an internal council phone.

- Has a crime taken place?

If someone is saying that a crime has taken place (but not in progress), you will need to support the person to report this to the police. You can do this in a number of ways:

- **Phone number: 101**
- **Website reporting form: www.derbyshire.police.uk**

- **Twitter: @DerPolContact**

2. Respond

It is important that you respond in the right way to anyone who may disclose a concern. Remember:

- Stay calm
- Listen carefully
- Ask questions for clarification
- Believe
- Reassure
- If it is a child, inform them you will have to pass information on to the right people to help them
- Don't promise to keep secrets. All allegations of harm or potential harm will be acted upon.

If no-one is in immediate danger, record the details of the situation and follow the next stages.

Actions to be avoided:

- Panic
- Allow shock and/or distaste to show
- Probe to find out more information than offered
- Speculate or make assumptions
- Make negative comments about the alleged abuser
- Make promises to agree to keep it a secret
- Discussing the issue with anyone other than the appropriate line Manager or Senior Manager.

It is not the responsibility of any employee, Councillor, or contractor of the Council to decide whether or not abuse has taken place. There is, however, a responsibility to act on any concerns and to protect adults in order that appropriate agencies (in the Council's case this is normally DCC's Adult Service or the Police) to make enquiries and take necessary action to protect the Adult.

3. Report

You will need to share your concerns with your Line Manager and contact one of the Safeguarding Link Officers on the same day as the concern was noted.

Employees will complete a referral form (see appendix 1), or the online form which can be found on the Council's intranet. As soon as possible, telephone / email the Officer who will contact Call Derbyshire and forward the referral form.

NOTE: In the event that a Safeguarding Link Officer is not available the referral should not be delayed. A call should be made to Call Derbyshire during the same working day.

4. Refer

The Safeguarding Link Officers act as contact points for any employees, Councillors or members of the public that need to report any incidents or concerns they may have with an adult's health and wellbeing.

When speaking with the Safeguarding Link Officer, they will work with you to decide what appropriate action needs to be taken, which may be a referral to Adult Social Care. This needs to be completed by;

- Telephoning Call Derbyshire on Tel: 01629 533 190

Call Derbyshire operates their service (both on the phone and through the Online Referral Forms from Monday to Friday 8am - 6pm. To report adult safeguarding concerns out of these hours telephone Call Derbyshire on Tel: 01629 532 600.

When referrals are made via telephone to Call Derbyshire, the referring officer should confirm in writing within 24 hours to contactcentre@derbyshire.gov.uk or as directed by the Call Derbyshire officer. If you are not the council's Safeguarding Link Officer and have had to contact Call Derbyshire, please ensure you pass full details of the referral to the Safeguarding Link Officer for recording purposes.

Call Derbyshire has representatives from Derbyshire Constabulary, Derbyshire Health Services, as well as Adult Social Care, each with access to their own information systems. Any immediate courses of action can be discussed to address any concerns. The response time will vary depending on the situation, however it is expected that you are kept informed, but if this does not happen within three working days a follow up call should be made by the Safeguarding Link Officer (or person making the referral).

More information found on [the Derbyshire Safeguarding Adults Board website](#).

- Speaking to an allocated worker

If you are aware the adult already has an allocated Social Worker, do not fill out this form and liaise directly with the allocated worker.

5. Record

You will need to write detailed notes on what happened and when, including who was there, what was said or done, what your suspicions are and anything else you remember about the situation. The referral form will help you to record the right information but should always include:

- Name, address and date of birth of the person concerned
- Date and time of the situation
- Your name, signature and job title
- A factual account of what happened
- The location where the incident took place
- The actual words spoken by the individual if possible and how they acted

- A note of any other people involved e.g. as witnesses

9. Responsibility for Implementation

Emergency

In an emergency **you** must call the police and/or ambulance service on **999**, and then speak to Call Derbyshire immediately on **01629 533190 or 01629 532600 (out of hours)** explaining your concerns. If you can, and it is safe to do so, stay with the adult until help arrives.

Non-Emergency Contacts

The tables show the Safeguarding Link Officers name and contact details for Bolsover Derbyshire District Council.

Bolsover Derbyshire District Council Link Officers

Name	Job Title	Telephone Number
Karen Hanson	Chief Executive Officer	01246 242224
Deborah Whallett	Housing Services Manager	01246 593057
Lesley Botham	Customer Services Manager	01246 242230
Ellie Bircumshaw	ASB Caseworker	01246 242232
Sally Banner	Contact Centre Manager	01246 242280
Maxine Marriott	Contact Centre Manager	01246 242602
Lisa Reeves	Contact Centre Manager	01246 242662
Steve Brunt	Strategic Director of Services	01246 217245
Mel Osborne	Senior Parenting Practitioner	01246 593024

All referrals to Derbyshire County Council should then be passed to deborah.whallett@bolsover.gov.uk for monitoring purposes.

There is a wealth of information available to access through the Boards, Partnerships and organisations involved. Please visit:

- [Derbyshire Safeguarding Adults Board](#)
- [Derby & Derbyshire Safeguarding Children Partnership](#)
- [Derbyshire County Council](#)
- [Derbyshire Police](#)

10. Appendices



**Derby Safeguarding Adults Board and
Derbyshire Safeguarding Adults Board
Referral Form**



When completing the referral form please consult the Derby and Derbyshire Safeguarding Adults Procedures.

FOR ALL SAFEGUARDING REFERRALS PLEASE TELEPHONE the relevant local authority to make the referral before submitting this form.

For Derby City, please call 01332 642855 or 01332 956606 outside of office hours.

For Derbyshire County, please contact Call Derbyshire on 01629 533190 or 01629 532600 outside of office hours.

The email addresses below are secure. However, you should seek assurance from your IT team that you have the correct security to email securely to 'gov.uk' addresses. If in doubt, please send an encrypted email. Please note: these email inboxes are not monitored out of hours.

Derby City	AdultsMASH@derby.gov.uk
Amber Valley Area (Ripley, Alfreton, Belper)	ASCH.BSAmbervalley@derbyshire.gov.uk
Bolsover Area (Clowne, Whitwell)	ASCH.BSBolsover@derbyshire.gov.uk
Chesterfield Area	ASCH.BSChesterfield@derbyshire.gov.uk
Erewash (Long Eaton, Ilkeston)	ASCH.BSErewash@derbyshire.gov.uk
High Peak Area (Glossop, Buxton, Matlock)	ASCH.BSHighpeak@derbyshire.gov.uk
North East Area (Clay Cross, Dronfield, Eckington)	ASCH.BSNorthEast@derbyshire.gov.uk

South Dales Area (Ashbourne, Swadlincote, Shardlow, Willington, Hilton, Etwell)	ASCH.BSSouthDales@derbyshire.gov.uk
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Please note: sending person identifiable information using the above email addresses may amount to a breach of Data Protection legislation if you do not send from a secure email address to a secure email address.

ALL QUESTIONS MUST BE COMPLETED IN FULL TO ALLOW ASSESSMENT OF RISK

Any incomplete forms will be reported to agency safeguarding leads for quality assurance.

1. DETAILS OF THE ADULT	
Name of relevant adult: Click or tap to enter text.	Date of birth: Click or tap to enter a date.
Gender: Choose an item.	If Other, please state: Click or tap to enter text.
Ethnicity: Choose an item.	If Other Ethnic Group, please state: Click or tap to enter text.
Address: Click or tap to enter text.	Telephone number: Click or tap to enter text.
Present location of the adult, if different from above: Click or tap to enter text.	
Has the referral been discussed with the adult? Choose an item.	If 'No', why not? Click or tap to enter text.
Have you assessed the adult's capacity (Mental Capacity Act) to make a decision about the safeguarding referral? Choose an item.	
If 'Yes', what was the outcome? Choose an item.	
If 'No', why not? Click or tap to enter text.	
Date of capacity assessment: Click or tap to enter a date.	
Has the adult consented to the referral? Choose an item.	
If 'No', why not? Click or tap to enter text.	
Where the adult consents to the referral what do they want to happen as an outcome of the referral? Click or tap to enter text.	

Where the adult has not consented to the referral, what legal grounds are there to override consent?

Consent should be sought by explaining to the customer the benefits of sharing information which is relevant and proportionate to the safeguarding concerns, and that sharing information will enable all agencies to work together with the adult to create a safety plan

- ☐ Not applicable
- ☐ Lacks capacity to consent (MCA 2005)
- ☐ Prevention and Investigation of Crime (CDA 1998)
- ☐ Prevent serious harm/distress/threat to life (GDPR 2016)
- ☐ Risk to other people
- ☐ Risk to children (CA 1989)
- ☐ The adult is under duress or coercion
- ☐ Domestic abuse meets MARAC criteria
- ☐ Alleged abuser needs care and support/may be at risk
- ☐ Staff are implicated
- ☐ Court order/other legal authority
- ☐ Other: [Click or tap to enter text.](#)

Is the adult able to independently represent their views and wishes?

[Choose an item.](#)

Would the adult like someone to support or represent them? If so, please provide details:

[Click or tap to enter text.](#)

Where there is a representative supporting the adult, are they aware of the safeguarding concerns?

[Choose an item.](#)

Does the adult need referral to formal advocacy support or services?

[Choose an item.](#)

2. STATUTORY SAFEGUARDING CRITERIA

What care and support needs does the adult have?

[Click or tap to enter text.](#)

- For example, does the adult have any medical conditions or disabilities such as learning disability, dementia, physical disability, mental ill health etc. Please describe how these conditions impact the adult's day-to-day life.
- Are there any conditions which impact on the person's ability to make

decisions for themselves? If you have completed a capacity assessment, please provide more information here?

- Please also explain whether the adult has experienced any trauma, do they have any leaving care status, previous experience of abuse, experiencing coercion or control, etc.
- Please also state if the adult is a carer.

Reflecting on the care and support needs above, how do these needs prevent the adult keeping themselves safe?

3. CATEGORY OF ALLEGED ABUSE/RISK OF ABUSE

- | | | |
|--|---|--|
| <input type="checkbox"/> Physical | <input type="checkbox"/> Sexual | <input type="checkbox"/> Psychological/emotional |
| <input type="checkbox"/> Financial/material | <input type="checkbox"/> Discriminatory | <input type="checkbox"/> Domestic abuse |
| <input type="checkbox"/> Sexual exploitation | <input type="checkbox"/> Neglect/acts of omission | <input type="checkbox"/> Modern slavery |
| <input type="checkbox"/> Organisational | <input type="checkbox"/> Self-neglect | |

4. DOES THE ABUSE/NEGLECT INVOLVE ANY OF THE FOLLOWING FACTORS?

- | | | |
|--|--|---|
| <input type="checkbox"/> Ageism | <input type="checkbox"/> Gender discrimination | <input type="checkbox"/> Sexual orientation/Homophobia |
| <input type="checkbox"/> Religious intolerance | <input type="checkbox"/> Racism | <input type="checkbox"/> Disability |
| <input type="checkbox"/> Pregnancy/maternity | <input type="checkbox"/> Hate crime | <input type="checkbox"/> Anti-social behaviour |
| <input type="checkbox"/> Forced marriage | <input type="checkbox"/> Honour-based violence | <input type="checkbox"/> Radicalisation |
| <input type="checkbox"/> Caring responsibilities | <input type="checkbox"/> Mate crime | <input type="checkbox"/> Criminal exploitation |
| <input type="checkbox"/> Female Genital Mutilation | <input type="checkbox"/> Cuckooing | <input type="checkbox"/> Cross-border/county lines issues |
| <input type="checkbox"/> Homelessness | <input type="checkbox"/> Substance misuse | <input type="checkbox"/> Rough sleeping |
| <input type="checkbox"/> Cost of living | <input type="checkbox"/> Not Known | |

5. DETAILS OF ALLEGED ABUSE/RISK OF ABUSE

Details of alleged abuse/risk of abuse/concerns Click or tap to enter text.

Please give as much detail as possible about what the concerns are, what has happened and what risk of future abuse/harm has been identified (who is involved, what has happened, how has it happened), are they at risk now?

What immediate safeguarding action has been taken? Click or tap to enter text.

If you suspect a crime has occurred, please contact the Police:

For emergency – call 999

For non-emergencies – call 101 or via the online portal link: [Report a crime | Derbyshire Constabulary](#)

Have the Police been informed? Choose an item.
Click or tap to enter text.

If 'Yes', what is the incident or crime number?

Where has the alleged abuse occurred or is likely to occur? Click or tap to enter text.

If this is a regulated setting, please provide the full address and postcode.

Date of suspected abuse: Click or tap to enter a date.

Time of suspected abuse: Click or tap to enter text.

If specific date/time is unknown, please provide details:

Click or tap here to enter text.

Has the adult died? Choose an item.

If yes, what was the date of death? Click or tap to enter a date.

Has the death been referred to HM Coroner? Choose an item.

Think Family: is anyone else at risk including other adults or children? Choose an item.

If you have concerns for the welfare or safety of a child, If 'Yes', please detail: Click or tap to enter text.

make a referral to children's services.

[Derbyshire County Council Childrens Services](#)

[Derby City Council Childrens Services](#)

Has the abuse or neglect been directly observed?

Choose an item.

If 'Yes', by whom? [Click or tap to enter text.](#)

6. DETAILS OF THE PERSON WHO HAS ALLEGEDLY CAUSED HARM

Do not complete this section where self-neglect is identified

Name of person alleged to have caused harm:

[Click or tap to enter text.](#)

Date of birth:

[Click or tap to enter a date.](#)

Address: [Click or tap to enter text.](#)

Has the person who has allegedly caused harm/abuse got care and support needs? [Choose an item.](#)

If yes, please provide details of their care and support needs. For example, does the alleged source of risk have any disabilities, physical and/or mental health conditions, substance misuse, neurodiversity considerations, or are there any concerns about their decision-making ability?

[Click or tap to enter text.](#)

Is the person who has allegedly caused harm/abuse aware of the referral?

[Choose an item.](#)

Is this person:

- ☐ A carer
- ☐ Family member
- ☐ Partner
- ☐ Professional
- ☐ Stranger
- ☐ Unknown/other

Details of relationship: [Click or tap to enter text.](#)

7. DETAILS OF THE PERSON MAKING THIS REFERRAL

Name of referrer and referring agency: Click or tap to enter text.

Address: Click or tap to enter text.

Telephone: Click or tap to enter text.

Email: Click or tap to enter text.

Signature of referrer: Click or tap to enter text.

Print name: Click or tap to enter text.

By typing your name, you are signing this electronic form.

Date safeguarding concern raised in referring agency: Click or tap to enter a date.

Date form completed: Click or tap to enter a date.

Time: Click or tap to enter text.

Do you consent to the Local Authority disclosing to the adult that you have made this referral? Choose an item.

Contact details for the Local Authority to send feedback about the outcome of the referral: Click or tap here to enter text.

8. ADDITIONAL INFORMATION

Please provide any relevant information about the adult's circumstances e.g. mobility/sensory/communication needs; access to mobile/landline phone; best time for contact/visit; anyone who supports the adult.

It will help in the communication/contact with the adult and the safeguarding process.

Click or tap to enter text.

How is your information used?

The information we collect will be used so that we can assess the risk to your wellbeing in line with our Safeguarding Adults duties, to provide you with information, advice, and safety planning services to help you to maximise your independence and stay safe.

The information may also be used to carry out multi-agency case file audit for the purpose of assuring the quality of local systems and services in place to safeguard adults.

Who will your information be shared with?

If you are referred under safeguarding adults criteria, the information you provide may be shared with other professionals who may or may not be involved with you for similar purposes. We may also ask government departments and agencies to give us information they have about you.

The council may be legally obligated to share the referrer's details with the adult subject to the referral.

If you live in **Derby (excluding Derbyshire)** and would like further information about how your personal information will be used, please see the full copy of our [Privacy Notice](#). Alternatively, you can request a hard copy from the Contact Support Team, Business Support, Derby City Council, Council House, Derby DE1 2FS. Email: contact.support@derby.gov.uk, tel: 01332 640825.

If you live in the **Derbyshire (excluding Derby)** and would like further information about how your personal information will be used, please see the full copy of our [Privacy Notice](#). Alternatively, you can request a hard copy by emailing adultcare.info@derbyshire.gov.uk or writing to the Adult Care Information Team, County Hall, Matlock, DE4 3AG.

Bolsover District Council

Meeting of the Executive on 29th January 2024

BOLSOVER LOCAL NATURE RECOVERY CHAMPION

Report of the Portfolio Holder for Corporate Performance and Human Resources

Classification	This report is Public
Report By	Assistant Director of Planning & Planning Policy
Contact Officer	Sarah Kay Assistant Director of Planning & Planning Policy 01246 242265 sarah.kay@bolsover.gov.uk

PURPOSE/SUMMARY OF REPORT

- To re-establish the Local Nature Recovery Champion Member role (post May 2023 elections), and to re-select a Member to the role from the available volunteers.

REPORT DETAILS

1. Background

- 1.1 The Member role of Local Nature Recovery (LNR) Champion was agreed by the Executive at its [meeting](#) on 31st October 2022, with the role previously being carried out by Councillor Tom Munro.
- 1.2 To date this Member role has supported the successful launch of the 'Bolsover Local Nature Recovery Action Plan' at its '[Bolsover Local Nature Recovery Summit](#)' held on 10th February 2023, which brought together experts, volunteers and land managers from across the district and culminated the following pledges for action being made by the Council:
 - A. Bolsover District Council pledges to increase the financial support for local nature recovery by 50%, using this funding to help deliver the Bolsover Local Nature Recovery Strategy by surveying more of our precious Local Wildlife Sites and bring about improvements to their condition.
 - B. Bolsover District Council pledges to do its own land management differently and in ways that enhance biodiversity, and we will trial this new approach at the Hilltop Recreation Ground in Pinxton, involving the local

community, to deliver a more local nature orientated management regime that brings about improvements to its condition.

- C. Bolsover District Council pledges to establish a Voluntary Sector Forum to bring together the District's community groups that are active in local nature recovery and environmental matters to foster greater networking and volunteering opportunities, as well as increasing understanding of the funding available to them for local nature recovery.
 - D. Bolsover District Council pledges to establish a land bank record and seek to add to this by asking its new company, Dragonfly Development Ltd, to explore opportunities to acquire land that would help connect and extend the District's local nature networks.
- 1.3 Work on the Bolsover Local Nature Recovery Action Plan continues, led by the Planning Policy team, and alongside this under the provisions of the Environment Act 2021 a county wide [Local Nature Recovery Strategy \(LNRS\) for Derbyshire](#) is now in its preparatory stages.
 - 1.4 The Derbyshire wide LNRS is being led by Derbyshire County Council (DCC), who have been appointed by the Secretary of State as the Responsible Authority for the county wide strategy. This work will involve consultation with all district / borough councils, who are recognised under DCC's preparatory framework as Supporting Authorities to this project. The Champion role will now also feed into this county wide collaboration, alongside project work that continues the focus of our own LNR Action Plan and pledge projects.

2. Details of Proposal or Information

- 2.1 Following the District wide elections in May 2023, it is now necessary to re-select a Member to the role of LNR Champion.
- 2.2 This role will continue to work closely with the Planning Policy team as the focus of the 4 no. pledges are carried forward. This position will also sit on a newly formed LNR task and finish group, who will collectively identify focus for forthcoming workstreams and ongoing engagement with the county wide LNRS preparation.
- 2.3 To aid with this selection, the leaders of the Council's political groups have been emailed to notify them of this potential opportunity and to establish whether there are any interested Members that would wish to volunteer for the Local Nature Recovery Champion role. Volunteers have been asked to direct their interest to the Governance team by 5pm on Friday 19th January 2024. This will allow for any relevant nominees to be presented at the Executive meeting for consideration.

3. Reasons for Recommendation

- 3.1 To re-select a Member volunteer for the role of Local Nature Recovery Champion, and to appoint a Member to the role.

4 Alternative Options and Reasons for Rejection

- 4.1 It would be possible to not create a Local Nature Recovery Champion, although this would not achieve the benefits stated in the report. Therefore, officers have not considered this option.

RECOMMENDATION(S)

That the Executive agree to the re-selection of a Local Nature Recovery Champion Member role, and appoint a Member to the role.

Approved by Councillor Duncan McGregor Portfolio Holder for Corporate Performance and Human Resources

IMPLICATIONS:

Finance and Risk: Yes ☐ No ☒

Details: There are no specific finance or risk arising from this report.

On behalf of the Section 151 Officer

Legal (including Data Protection): Yes ☐ No ☒

Details: There are no specific legal or data protection issues arising from this report.

On behalf of the Solicitor to the Council

Environment:

Please identify (if applicable) how this proposal/report will help the Authority meet its carbon neutral target or enhance the environment.

Details: The re-selection of a LNR Champion will ensure continuity for the delivery of the LNR Action Plan and the Council's four pledges made at its LNR Summit in February 2023.

Staffing: Yes ☐ No ☒

Details: There are no human resource implications arising from this report.

On behalf of the Head of Paid Service

DECISION INFORMATION

Is the decision a Key Decision? A Key Decision is an executive decision which has a significant impact on two or more District wards or which results in income or expenditure to the Council above the following thresholds: Revenue - £75,000 <input type="checkbox"/> Capital - £150,000 <input type="checkbox"/> <input checked="" type="checkbox"/> <i>Please indicate which threshold applies</i>	No
Is the decision subject to Call-In? <i>(Only Key Decisions are subject to Call-In)</i>	No

District Wards Significantly Affected	All
Consultation: Leader / Deputy Leader <input checked="" type="checkbox"/> Executive <input type="checkbox"/> SLT <input type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input type="checkbox"/> Public <input type="checkbox"/> Other <input checked="" type="checkbox"/>	Details: Chair of Planning Committee and Local Plan Implementation Advisory Group

Links to Council Ambition: Customers, Economy and Environment.
Focussing on Our Customers Focussing on Our Economy Focussing on Our Environment

DOCUMENT INFORMATION	
Appendix No	Title

Background Papers
<i>(These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Executive you must provide copies of the background papers).</i>

Rpttemplate/BDC/021122

Bolsover District Council

Meeting of the Executive on 29th January 2024

MEDIUM TERM FINANCIAL PLAN 2023/24 to 2027/28

Report of the Portfolio Holder for Resources

Classification	This report is public
Contact Officer	Theresa Fletcher Director of Finance and Section 151 Officer

PURPOSE / SUMMARY

To seek approval of the current budget for 2023/24 and the proposed budget 2024/25, for the General Fund, Housing Revenue Account and Capital Programme as part of the Council's Medium Term Financial Plan covering the years 2023/24 to 2027/28.

To provide Elected Members with an overview of the Council's financial position in order to inform the decision-making process.

REPORT DETAILS

1 Introduction

1.1 This report presents the following budgets for Members to consider:

- General Fund – Appendix 1 and 2
- Housing Revenue Account (HRA) – Appendix 3 and 4
- Capital Programme – Appendix 5

In particular financial projections are provided for:

- 2023/24 Current Budget Position – this is the current year budget, revised to take account of changes during the financial year that will end on 31st March 2024.
- 2024/25 Original Budget – this is the proposed budget for the next financial year, on which the Council Tax will be based, and will commence from 1st April 2024.
- 2024/25 Original Budget, this includes proposed increases to rents and fees and charges for the next financial year for the Housing Revenue Account.
- 2025/26 to 2027/28 Financial Plan – In accordance with good practice the Council agrees its annual budgets within the context of a Medium-Term

Financial Plan (MTFP). This includes financial projections in respect of the next three financial years.

- 1.2 Once Executive has considered this report and the appendices, recommendations agreed by Executive will be referred to the Council meeting of 31st of January 2024 for Members' consideration and approval.

General Fund

2023/24 Current Budget

- 1.3 In February 2023, Members agreed a budget for 2023/24 to determine Council Tax. The original budget showed a funding deficit of £0.018m. Throughout the year budgets have been actively managed with savings removed from the budget once they have been agreed.
- 1.4 The Revised Budget was considered by Executive at its meeting on the 4th of December 2023 and by the Finance and Corporate Overview Scrutiny Committee at its meeting on 28th November. Since revised budgets were first presented there have been some adjustments made to the reported figures. These have been necessary to show the net income due from the support services provided to Dragonfly (£0.095m) and to fund small costs identified since November (£0.020m). The original revised budget funding gap is the planned use of the general fund balance for 2023/24 as agreed in 2020/21 of £0.018m.
- 1.5 The final in-year position will be dependent on the actual financial performance out-turning in line with the revised budgets as there may be further costs and/or savings identified as the year progresses. Whilst these estimates reflect the position at the time of setting there can be some volatility from the budget to the outturn position, especially this year with inflation being as unpredictable as it currently is.
- 1.6 It was agreed that any surplus on the Council's two main revenue accounts be transferred to reserves in preparation for future expenditure and to protect services at a time of declining central government support.

2024/25 Original Budget and 2025/26 to 2027/28 Financial Plan

- 1.7 The financial projection for 2024/25 to 2026/27 was approved by Members in February 2023. The 2023/24 budget process has updated those projections and established a base for 2027/28.
- 1.8 The proposed budget for 2024/25 is balanced with a transfer into the NNDR Growth Protection Reserve of £0.188m. Based on current information, where there is a shortfall in funding for a particular year, that shortfall can be met from within the NNDR Growth Protection Reserve as discussed in paragraphs 1.27 – 1.31 of this report. This transfer will increase the available balance for future years. The financial summary for each year of the MTFP is shown in **Appendix 1**. **Appendix 2** details the net cost of each cost centre by Directorate.

1.9 Table 1 below shows the updated figures resulting from the budget process.

Table 1

	2023/24 Revised Budget £000	2024/25 Forecast £000	2025/26 Forecast £000	2026/27 Forecast £000	2027/28 Forecast £000
Net Cost of Services	15,985	13,907	14,266	14,747	15,342
Net debt charges + investment interest	(1,731)	(1,052)	(806)	(1,185)	(1,235)
Net t/f to/(from) reserves + balances	(2,362)	1,178	1,462	367	321
Net t/f to/(from) NNDR Growth Protection Reserve	824	188	(620)	(3,803)	(4,122)
Parish Precept	3,968	3,968	3,968	3,968	3,968
Funding from council tax, business rates and government grants	(16,666)	(18,189)	(18,270)	(14,094)	(14,274)
Use of GF balance	18	0	0	0	0

1.10 The main factors taken into account in developing the Council's financial plans are set out within the sections below.

Level of Government Funding

1.11 The current financial year 2023/24, was the first year of a two-year settlement. Every Spending Review since 2019/20 has effectively been a roll-over of the four-year settlement that covered the period 2016/17 – 2019/20.

1.12 The provisional local government finance settlement announced on December 18th was the second year of the settlement. There were no projected or indicative numbers for 2025/26 and beyond. We have had to make assumptions for 2025/26 and future years because they weren't covered by the provisional settlement.

1.13 As previously discussed many times, the early indicative results of the Fair Funding Review; the abolition of New Homes Bonus; the fundamental review of Business Rates and the baseline reset of Business Rates were all detrimental to us as a district Council who has seen much growth in recent years, both in business rates and New Homes Bonus grant. The removal of these funding streams will have a major effect on our financial position. For this reason, a delay in their implementation in their current form is not a bad thing for us.

However, it does make it difficult to estimate future funding levels when there is so much uncertainty surrounding them.

- 1.14 A policy statement from 5th December 2023, announced the key principles that ministers intended to use in the provisional settlement and they do remain unchanged in the provisional settlement. The provisional settlement continues the series of real terms increases in Core Spending Power (CSP) with them being higher than the headline rate of inflation. However, they are likely to be lower from 2025/26 onwards, and reliant on council tax rises rather than grant increases. CSP increases are higher in authorities with responsibilities for social care.
- 1.15 The following paragraphs show our government funding for 2024/25 from the provisional settlement and the assumptions we have had to make for future years:

New Homes Bonus

- 1.16 We have been waiting for the results of the government's consultation on the future of New Homes Bonus Grant for at least five years. The Policy Statement confirmed that New Homes Bonus will continue for one (final) year in 2024/25. It is not yet known what, if anything, will replace it.
- 1.17 For 2024/25 we have received a roll-over of the current approach to New Homes Bonus with the delay of its abolition and a new allocation based on our property numbers. However, the allocation we have received is £0.317m less than we estimated when we set the budget this time last year. This is therefore a reduction in grant income for 2024/25.
- 1.18 For 2025/26 we have assumed that no New Homes Bonus will be received. This is based on commentary from our local government finance funding advisors about the expected timing of the results of the New Homes Bonus review.

Fair Funding Review

- 1.19 It is likely the wider local government reforms are now not going to be implemented until 2026/27 at the earliest. It is still not known with any clarity what the impact of the Fair Funding Review will be. Initial modelling showed that the recalculated Settlement Funding Assessment (SFA) was redirecting resources to those based on 'need' which would impact negatively on most shire districts. However, there does seem to be some growing acknowledgement that authorities such as us with a low tax base, would lose out significantly under this method and particularly if changes to business rates were brought in as planned, at the same time.
- 1.20 With the lack of any concrete figures for the likely impact of the Fair Funding Review we have once again not been able to attribute a value in our MTFP to any changes. Some commentators have even questioned whether the Fair Funding Review will be part of any changes to the funding of local government or whether it is just too complicated to implement. Whatever changes occur, in the early years it is likely damping payments would be paid to ensure authorities

were eased into the new funding and for us that might be as much as £2m for each of the first 2 years.

Business Rates

- 1.21 The figures in the MTFP for Business Rates have been updated for the latest assumptions around likely changes to our baseline funding level information, tariff amounts and the impact of a business rate reset. The assumption is that there will not be any change to the current system until at least 2026/27 as mentioned above.
- 1.22 This has resulted in some additional income, particularly for 2025/26 as we move the assumption for changes to the current system to 2026/27. It has been assumed 2026/27 is now the year when the reset occurs and the income slowly increases each year as we build back the growth lost from the reset. No growth in these business rates figures has been included in any year to protect against further negative adjustments.

Revenue Support Grant

- 1.23 Yet again, there has been a roll-over in receiving Revenue Support Grant. We estimated this would be the case last year with the grant eventually tailing off in 2026/27. However, we have received £1.196m more than estimated in 2025/26 and we will receive £0.347m of the grant for a further year into 2027/28. We have assumed this will be the final year of receiving the grant.

Services Grant

- 1.24 This was introduced for 2022/23 and was meant to be a one-off grant to support all services delivered by Councils. This was distributed to every authority using the 2013/14 SFA. This grant has continued into 2024/25 and 2025/26 but has been cut significantly. The amount we are able to include as extra income for each of these years is £0.019m. Nothing has been included for future years.

3% Funding Guarantee Grant

- 1.25 The Funding Guarantee grant was introduced in 2023/24 and ensures that no authority has a Core Spending Power increase of less than 3% without having to increase their Band D Council Tax. For 2024/25 and 2025/26 we have been allocated funds, presumably due to our reduction in New Homes Bonus and Services grants. We have been allocated £0.392m for 2024/25 and £0.493m for 2025/26. This shows that damping as discussed earlier, is a policy intention of the government in the settlement.
- 1.26 To summarise, the Spending Review 2023 will deliver real terms growth in Core Spending Power for local government. Assuming authorities increase their Band D Council Tax by the maximum level allowed, CSP will increase by 6.5% on average. Districts have the smallest average increase in the Core Spending Power at only 4.93% which is marginally less than 2023/24 and the increase in government funding is only just larger than the increase we're allowed to increase Council Tax by. Crucially, most of the recipients of the 3% Funding Guarantee Grant were again districts but this year there were more from other classes. Once under the 3% threshold, it is difficult for a district to get out.

Mitigating Losses in Government Funding

- 1.27 To help mitigate losses caused by funding changes the NNDR Growth Protection Reserve was created a number of years ago. Originally this only included transfers of income from the general fund when Business Rates income calculations were updated for new growth.
- 1.28 This meant income received would be more than initially estimated for that year and the extra amount to be received would be transferred into the reserve, almost as a savings account to be returned back to the general fund when income was reduced in future years.
- 1.29 In recent years extra income received from all sources of government funding mentioned above have been transferred into the reserve if the budget for that year has already been in surplus when the extra funding has been realised.
- 1.30 The balance accumulated has meant we are able to use the reserve to even-out the government funding losses over the life of the current MTFP. A transfer from general fund to the reserve will be made in 2024/25 of £0.188m. Latest estimates for transfers back to the general fund are £0.620m 2025/26; £3.803m 2026/27 and £4.122m in 2027/28. This leaves a balance in the reserve of £4.033m for future years.
- 1.31 When savings are found from elsewhere or extra income is earned, the transfers from the reserve will be reduced.

Expenditure, income levels and efficiencies

- 1.32 In developing the financial projections covering the period 2024/24 to 2027/28, officers have made a number of assumptions. The major assumptions are:
- For 2024/25, 5% has been included in staffing budgets as an estimate for a pay award. For 2025/26 to 2027/28, 4% has been included.
 - Investment income as a result of treasury management decisions has been increased in all years of the MTFP as interest rates have risen considerably. However, current rates are 5.25% and it is thought they have now reached their peak with the next movement being a reduction. Commentators are estimating it will possibly be May 2024 when the rates begin to fall very slowly. This is the assumption we have used for our investment income levels.
 - Inflation specific budgets such as energy costs and fuel have been amended to reflect anticipated price changes. We are estimating a levelling off of prices for future years almost in line with the 2022/23 level.
 - The Local Government Pension Scheme (LGPS) actuarial valuation was carried out at 31 March 2022. The results for the Derbyshire Pension Fund show an increased funding position. This meant the deficit payment of £0.962m per year was no longer necessary but to ensure the fund continued to meet the needs of future pensioners, the contribution rate was increased by the Pension Fund for employers to 20.8%. This made no significant difference to us because the amounts were very similar and they

net each other off but should we suddenly get a tranche of new employees joining the scheme, we would face additional costs.

- With respect to planning fees, a base level for income has been included in the MTFP for all future years of £0.400m. The rules of the government's 20% increase to planning fees means we have to set-aside the additional 20% income we receive, to be spent specifically on the planning function.
- Fees and charges – service specific increases as agreed by Members.

Council Tax Implications

Council Tax Base

- 1.33 In preparation for the budget, the Section 151 Officer under delegated powers has determined the Tax Base at Band D for 2024/25 as 23,122.93. This is an overall increase on the 2023/24 Tax Base. However, the Tax Base of some of the Parishes have seen a decrease due to local circumstances relating to Single Person Discount, Council Tax Support claimants and/or net reductions in property numbers.

Council Tax Options

- 1.34 The Council's part of the Council Tax bill in 2023/24 was set at £197.00 for a Band D property. This was an increase of 2.99%.
- 1.35 The Council has a range of options when setting the Council Tax but in calculating our funding allocation in the settlement, the government will assume we will increase Council Tax by the maximum allowed. The government indicate what upper limit they consider acceptable. For 2024/25 District Councils are permitted to increase their share of the Council Tax by the greater of 3% or £5 without triggering the need to hold a referendum.
- 1.36 The table below shows some of the options and the extra revenue generated.

Increase	New Band D £	Annual Increase £	Weekly Increase £	Extra Revenue £
2.00%	200.94	3.94	0.07	91,021
2.54%	202.00	5.00	0.10	115,533
2.99%	202.89	5.89	0.11	136,117

- 1.37 The level of increase each year affects the base for future years and the proposed increase for 2024/25 is 2.99%, or £5.89 per year for this Council's part of the Council Tax bill, generating additional revenue of £136,117. This ensures we do not accidentally trigger a referendum.
- 1.38 Members will recall that in our Medium-Term Financial Strategy (MTFS) approved in July 2023, we have the strategic intention '*to raise Council Tax by the maximum allowed in any given year, without triggering a Council Tax referendum, to endeavour to continue to deliver services*'.

Financial Reserves – General Fund

- 1.39 The Council's main uncommitted Financial Reserves are the General Fund Working Balance of £2.019m, the uncommitted element of the Transformation Reserve of £0.638m and the NNDR Growth Protection Reserve which has a balance of £4.033m after being used to fund the current MTFP. Due to the uncertainty surrounding local authority income and the fact that the Council has reduced budgets to a minimal level, it is important that the Council continues to review whether we have an acceptable General Fund Working Balance.

Housing Revenue Account (HRA)

2023/24 Current Budget

- 1.40 In February 2023, Members agreed a budget for 2023/24. Rent levels were set with an increase of 5%, effective from 1st April 2023. This was within government regulations which capped increases at 7%. HRA fees and charges were also set, effective from the same date.
- 1.41 The Revised Budget was considered by Executive at its meeting on the 4th of December 2023 and by the Finance and Corporate Overview Scrutiny Committee at its meeting on the 28th of November. There have been no changes to the budget position since this time.
- 1.42 The HRA was in balance with neither a surplus nor deficit estimated, which was in-line with the current budget.

2024/25 Original Budget and 2025/26 to 2027/28 Financial Plan

- 1.43 The proposed budget for 2024/25 currently shows a contribution back to the HRA balance of £0.363m, this is the repayment of the amount used from 2023/24. Based on current information the position for 2025/26, 2026/27 and 2027/28 is a balanced budget with neither a surplus nor a deficit. This is shown on **Appendix 3**. The proposal is to transfer any surplus that arises over these amounts into the HRA Revenue Reserve in all years. **Appendix 4** details the net cost of each cost centre.
- 1.44 The HRA budget is made up of the same assumptions as the General Fund budget for staff costs, superannuation costs and inflation. There are, however, some assumptions that are specific to the HRA. The main factors taken into account in developing the Council's financial plans for the HRA are set out within the sections below.

Level of Council Dwelling Rents

- 1.45 The MHCLG (now Department for Levelling Up, Housing and Communities DLUHC) Policy Statement on rents for social housing – published February 2019 states, *'In October 2017, the government announced its intention to set a long-term rent deal for both local authority landlords and housing associations. This would permit annual rent increases on both social rent and affordable rent properties of up to CPI (Consumer Price Index) plus 1 percent from 2020, for a period of at least five years.'*

- 1.46 Therefore for 2024/25 the income for dwelling rents has been included in the budget at CPI rate 6.7%, plus 1%. For future years it has been assumed the same policy will apply but 2% has been included as an estimate of the increase in income.
- 1.47 The table below shows the average rent increases excluding service charges, for both Social Rent and Affordable Rent, which is charged on all new build properties.

Increase	New Rent Charge	Annual Increase	Weekly Increase	Range of New Rent Charge
7.7%	£92.76	£344.76	£6.63	£68.48 - £125.49
Average for Social Rent				
7.7%	£128.70	£478.40	£9.20	£87.46 - £278.36
Average for Affordable Rent				

Empty Property Levels - Voids

- 1.48 It is inevitable during a financial year that there will be occasion when properties are empty and therefore no income will be earned. This could be the gap in the tenancy between one tenant vacating and the next one taking up the property or could be part of a management decision to leave the property empty because it is part of a capital or repair scheme which is soon to commence.
- 1.49 An estimate of the number of void properties which may occur in each financial year needs to be made so that the dwelling rent income budget can be reduced to reflect this. For 2024/25 to 2027/28 the estimate for voids which has been included in the MTFP is 3.7%.

Fees and Charges

- 1.50 Although the main source of income for the HRA is property rents, the HRA is also dependent for its financial sustainability on a range of other charges. These charges are set on the principle that wherever possible charges for services should reflect the cost of providing those services.
- 1.51 A schedule of the proposed charges is set out at **Appendix 4, table 1**. For 2024/25 in most cases the charges are recommended to be increased by 7.7%.

Financial Reserves - HRA

- 1.52 The Council's main uncommitted Financial Reserves are the Housing Revenue Account Working Balance of £2.039m. In addition to the Working Balance there are further reserves for the HRA used only to fund the Council's HRA capital programme. These are the Major Repairs Reserve, New Build Reserve, Vehicle Repair and Renewal Reserve and Development Reserve.

Capital Programme

- 1.53 There will be three separate reports to Council on 31st January 2024 concerning the Council's Treasury Management Strategy, Investment Strategy and Capital Strategy. The Capital Strategy report will consider capital financing such as borrowing which enables the proposed capital programme budgets to proceed.

2024/25 Current Budget

- 1.54 In February 2023, Members approved a Capital Programme in respect of 2023/24 to 2026/27. Scheme delays and technical problems can cause expenditure to slip into following years and schemes can be added or extended as a result of securing additional external funding. Where capital expenditure slipped into 2023/24 the equivalent amount of funding was not applied during 2022/23 and is therefore available in 2023/24 to meet the delayed payments.
- 1.55 The Revised Capital Programme was considered by Executive at its meeting on 4th December 2023 and by the Finance and Corporate Overview Scrutiny Committee at its meeting on 28th November. There have been no changes to the budget position since this time.

General Fund Capital Programme 2024/25 to 2027/28

- 1.56 The proposed Capital Programme for the General Fund totals £8.786m for 2024/25; £1.252m for 2025/26; £2.370m for 2026/27 and £1.377m for 2027/28 (**Appendix 5**).

Housing Revenue Account Capital Programme 2024/25 to 2027/28

- 1.57 The proposed Capital Programme for the Housing Revenue Account totals £20.604m for 2024/25; £10.168m for 2025/26; £5.348m for 2026/27 and £5.348m for 2027/28 (**Appendix 5**).
- 1.58 A list of all the schemes and associated funding are attached as **Appendix 5** to this report.

Robustness of the Estimates – Section 25 Local Government Act 2003

- 1.59 Under the provisions of the Local Government Act 2003, the Council's Section 151 Officer is required to comment on the robustness of the estimates made and on the adequacy of the financial reserves.
- 1.60 The Council's Section 151 Officer (The Director of Finance) is satisfied that the estimates are considered to be robust, employee costs are based on the approved establishment, investment income is based on the advice of the Council's Treasury Management Advisors and income targets are considered to be achievable.
- 1.61 Likewise the Section 151 Officer is satisfied that the levels of reserves are considered to be adequate to fund planned expenditure and potential issues and risks that face the Council.

2 Reasons for Recommendation

- 2.1 This report presents a budget for approval by Council. It seeks to ensure approval to budgets in respect of the General Fund, the Housing Revenue Account and the Capital Programme.

3 Alternative Options and Reasons for Rejection

- 3.1 Alternative options are considered throughout the report.
-

RECOMMENDATIONS

- 1 That all recommendations below are referred to the meeting of Full Council on the 31st of January 2024.

The recommendations to Council are:

- 2 That in the view of the Section 151 Officer, that the estimates included in the Medium-Term Financial Plan 2023/24 to 2027/28 are robust and that the level of financial reserves whilst at minimum levels are adequate, be accepted.
- 3 That officers report back to Executive and to the Finance and Corporate Overview Scrutiny Committee on a quarterly basis regarding the overall position in respect of the Council's budgets.

GENERAL FUND

- 4 A Council Tax increase of £5.89 is levied in respect of a notional Band D property (2.99%).
- 5 The Medium-Term Financial Plan in respect of the General Fund as set out in Appendix 1 of this report be approved as the Revised Budget 2023/24, as the Original Budget in respect of 2024/25, and the financial projection in respect of 2025/26 to 2027/28.
- 6 That any further under spend in respect of 2023/24 is transferred to the Council's General Fund Reserves.
- 7 On the basis that income from Planning Fees may exceed £0.500m in 2023/24, the Head of Paid Service in consultation with the Leader be granted delegated powers to authorise such additional resources as are necessary to effectively manage the resultant increase in workload.

HOUSING REVENUE ACCOUNT

- 8 That Council increases its rent levels by 7.7% to apply from 1st April 2024.
- 9 That the increases in respect of other charges as outlined in **Appendix 4 Table 1** be implemented with effect from 1st April 2024.

- 10 The Medium-Term Financial Plan in respect of the Housing Revenue Account as set out in **Appendix 3 and 4** of this report be approved as the Revised Budget in respect of 2023/24, as the Original Budget in respect of 2024/25, and the financial projection in respect of 2025/26 to 2027/28.
- 11 That under spends in respect of 2023/24 to 2027/28 are transferred to the HRA Revenue Reserve.

CAPITAL PROGRAMME

- 12 That the Capital Programme as set out in **Appendix 5** be approved as the Revised Budget in respect of 2023/24, and as the Approved Programme for 2024/25 to 2027/28.

Approved by Councillor Clive Moesby, Portfolio Holder for Resources

IMPLICATIONS:

Finance and Risk: Yes ☒ No ☐

Details: The issue of Financial Risk is covered throughout the report. In addition, the Council has a risk management strategy and associated framework in place and the Strategic Risk Register is regularly reviewed through the Council's performance management framework. The risk of not achieving a balanced budget is outlined as a key risk within the Council's Strategic Risk Register and is therefore closely monitored through these practices and reporting processes.

The reductions in government funding on the general fund are currently being managed by contributions to and from the National Non-Domestic Rates (NNDR) Growth Protection Reserve. The HRA does not have the use of this general fund reserve and needs to be carefully managed to ensure it continues to be sustainable over the life of the 30-year business plan. This includes any borrowing undertaken for the capital programme.

On behalf of the Section 151 Officer

Legal (including Data Protection): Yes ☐ No ☒

Details: Under section 25 of the Local Government Act 2003, the Section 151 Officer is required to report on the robustness of the estimates made for the purposes of determining the budget for the forthcoming year and the adequacy of the proposed financial reserves.

There is also a requirement for the Council to have regard to the report of the Section 151 Officer when making decisions on its budget requirement and level of financial reserves.

The Council is legally obliged to set and deliver a balanced budget prior to the commencement of the new financial year in April 2024, which shows how income will equal spend over the short and medium term. This can take into account deliverable cost savings and/or local income growth strategies as well as useable reserves. However, a budget will not be balanced where it reduces reserves to unacceptably low levels. This report together with the associated budget timetable has been prepared in order to comply with our legal obligations.

There are no Data Protection issues arising directly from this report.

On behalf of the Solicitor to the Council

Environment:

Please identify (if applicable) how this proposal/report will help the Authority meet its carbon neutral target or enhance the environment.

Details: Not applicable to this report

Staffing: Yes ☐ No ☒

Details: These are covered in the main report and supporting Appendices where appropriate.

On behalf of the Head of Paid Service

DECISION INFORMATION

Is the decision a Key Decision? A Key Decision is an executive decision which has a significant impact on two or more District wards or which results in income or expenditure to the Council above the following thresholds: Revenue - £75,000 <input type="checkbox"/> Capital - £150,000 <input type="checkbox"/> <input checked="" type="checkbox"/> <i>Please indicate which threshold applies</i>	No
Is the decision subject to Call-In? (Only Key Decisions are subject to Call-In)	No

District Wards Significantly Affected	None
Consultation: Leader / Deputy Leader <input type="checkbox"/> Executive <input type="checkbox"/> SLT <input type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input type="checkbox"/> Public <input type="checkbox"/> Other <input type="checkbox"/>	Details: Portfolio Holder for Resources

Links to Council Ambition: Customers, Economy and Environment.

DOCUMENT INFORMATION	
Appendix No	Title
1	General Fund Summary
2	General Fund Detail
3	Housing Revenue Account Summary
4	Housing Revenue Account Detail
4 table 1	HRA – Fees and Charges 2024/25
5	Capital Programme

Background Papers
<i>(These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Executive you must provide copies of the background papers).</i>
None

Appendix 1

APPENDIX 1

BOLSOVER DISTRICT COUNCIL GENERAL FUND

Description	Revised Budget 2023/24 £	Original Budget 2024/25 £	Forecast 2025/26 £	Forecast 2026/27 £	Forecast 2027/28 £
Community Services Directorate	9,321,374	9,560,798	9,959,866	10,306,313	10,718,157
Corporate Resources Directorate	2,516,579	2,063,871	1,977,053	2,092,946	2,192,204
Dragonfly Services	2,597,844	2,278,866	2,328,908	2,347,915	2,431,425
<u>S106 Expenditure</u>					
Community Services Directorate	1,549,553	3,609	0	0	0
Net Cost of Services	15,985,350	13,907,144	14,265,827	14,747,174	15,341,786
Debt Charges	805,393	772,534	966,348	970,617	900,184
Investment Interest	(2,536,445)	(1,824,878)	(1,772,467)	(2,155,644)	(2,135,590)
Appropriations:					
Contributions to Reserves	1,668,412	1,717,249	1,719,667	541,667	493,667
Contribution from Earmarked Reserves	(732,380)	(247,873)	(158,622)	(107,449)	(104,352)
Contribution (from)/to NNDR Growth Protection Reserve	824,300	188,167	(620,105)	(3,803,237)	(4,122,367)
Contribution from Grant Accounts	(6,320)	(5,720)	(5,720)	(5,720)	(5,720)
Contribution from Revenue Grants	(1,418,799)	(43,280)	(19,397)	0	0
Contribution (from)/to Holding Accounts	(324,053)	(238,614)	(74,191)	(61,691)	(61,691)
Contribution from S106 Holding A/cs	(1,549,553)	(3,609)	0	0	0
TOTAL EXPENDITURE	12,715,905	14,221,120	14,301,340	10,125,717	10,305,917
Parish Precepts	3,968,503	3,968,503	3,968,503	3,968,503	3,968,503
TOTAL SPENDING REQUIREMENT	16,684,408	18,189,623	18,269,843	14,094,220	14,274,420
Revenue Support Grant	(1,473,016)	(1,570,582)	(1,573,000)	(395,000)	(347,000)
Business Rates Retention	(7,312,944)	(7,311,265)	(7,661,500)	(5,175,500)	(5,403,700)
Business Rates deficit due to Covid reliefs	1,373,823	0	0	0	0
New Homes Bonus Grant	(677,892)	(361,142)	0	0	0
Services Grant	(113,676)	(18,623)	(18,623)	0	0
3% Funding Guarantee Grant	(40,837)	(392,305)	(493,000)	0	0
COUNCIL TAX - BDC precept	(4,511,361)	(4,555,217)	(4,555,217)	(4,555,217)	(4,555,217)
Council tax - Parish element from above	(3,968,503)	(3,968,503)	(3,968,503)	(3,968,503)	(3,968,503)
Council Tax Collection Fund (Surplus)/Deficit	(30,308)	(11,986)	0	0	0
Council Tax spread of 20/21 Covid loss	56,416	0	0	0	0
COVID-19 Related Support	32,235	0	0	0	0
TOTAL FUNDING	(16,666,063)	(18,189,623)	(18,269,843)	(14,094,220)	(14,274,420)
FUNDING GAP / (SURPLUS)	65	18,345	0	0	0

APPENDIX 2

List of General Fund net budgets per cost centre per directorate

	Revised	Original			
	Budget	Budget	Forecast	Forecast	Forecast
	2023/24	2024/25	2025/26	2026/27	2027/28
	£	£	£	£	£
G007 Community Safety - Crime Reduction	73,086	77,227	80,637	84,185	87,876
G010 Neighbourhood Management	80,397	82,634	84,228	85,853	87,510
G013 Community Action Network	366,291	392,414	409,834	422,940	440,735
G017 Private Sector Housing Renewal	88,561	93,682	97,304	100,531	103,315
G018 Environmental Health Covid Team	48,265	0	0	0	0
G020 Public Health	(70,000)	(70,000)	(70,000)	(70,000)	(70,000)
G021 Pollution Reduction	264,609	258,080	268,066	277,696	286,820
G022 Env Health - Health + Safety	(230)	0	0	0	0
G023 Pest Control	60,342	38,010	39,333	40,706	42,133
G024 Street Cleansing	390,381	440,616	459,511	476,353	494,939
G025 Food, Health & Safety	144,546	137,543	142,422	147,559	151,593
G026 Animal Welfare	143,738	130,391	134,713	139,255	143,940
G027 Emergency Planning	17,392	17,720	18,073	18,432	18,792
G028 Domestic Waste Collection	1,317,103	1,514,127	1,601,280	1,641,806	1,708,251
G031 S106 - Biodiversity	8,030	0	0	0	0
G032 Grounds Maintenance	1,011,090	1,068,975	1,125,328	1,175,158	1,225,876
G033 Vehicle Fleet	1,172,925	1,246,023	1,282,416	1,312,546	1,338,518
G036 Environmental Health Mgmt & Admin	308,334	323,784	326,415	332,887	338,769
G037 BDC Air Quality NO2	375,000	0	0	0	0
G046 Homelessness	177,582	242,097	257,545	269,952	283,039
G048 Town Centre Housing	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)
G049 Temporary Accommodation Officer	28,716	44,896	19,397	0	0
G053 Licensing	56,737	58,789	62,454	65,894	69,419
G056 Land Charges	26,312	29,121	31,370	33,700	36,121
G059 Neighbourhood Planning Referendum	9,419	0	0	0	0
G061 Bolsover Wellness Programme	84,139	63,343	71,565	78,365	85,446
G062 Extreme Wheels	(2,500)	8,018	6,826	8,162	8,182
G064 Bolsover Sport	157,675	178,051	190,815	197,568	206,792
G065 Parks, Playgrounds & Open Spaces	48,865	54,357	55,888	57,470	59,117
G067 Shirebrook TC Regeneration	40,000	0	0	0	0
G068 Biodiversity NG & LNR	65,131	18,795	18,795	18,795	18,795
G069 Arts Projects	56,857	59,252	61,264	63,358	65,534
G070 Outdoor Sports & Recreation Facilities	39,017	44,293	45,201	46,116	47,176
G072 Leisure Services Mgmt & Admin	247,405	244,795	252,745	260,059	261,168
G073 Planning Policy	243,548	273,293	287,971	300,205	312,396
G074 Planning Development Control	88,941	132,414	134,915	116,447	100,887
G076 Planning Enforcement	85,563	104,534	111,003	114,988	119,534
G079 Senior Urban Design Officer	51,452	66,135	68,819	71,609	74,512
G097 Groundwork & Drainage Operations	94,830	109,667	114,554	119,279	124,116
G106 Housing Anti-Social Behaviour	161,142	176,424	184,024	191,156	198,575
G113 Parenting Practitioner	43,624	46,438	48,809	51,272	53,840
G123 Riverside Depot	250,425	254,052	257,778	261,546	266,664
G124 Street Servs Mgmt & Admin	63,382	67,932	70,663	73,500	76,459

APPENDIX 2

List of General Fund net budgets per cost centre per directorate

	Revised Budget 2023/24 £	Original Budget 2024/25 £	Forecast 2025/26 £	Forecast 2026/27 £	Forecast 2027/28 £
G125 S106 Percent for Art	35,104	0	0	0	0
G126 S106 Formal and Informal Recreation	283,672	3,609	0	0	0
G131 Bolsover Community Woodlands Project	0	5,000	10,000	10,000	10,000
G132 Planning Conservation	50,256	52,892	55,042	57,278	59,603
G135 Domestic Violence Worker	50,615	53,038	55,065	57,176	59,373
G139 PropTech Engagement Fund	304,450	0	0	0	0
G142 Community Safety - CCTV	2,000	2,000	2,000	2,000	2,000
G143 Housing Strategy	51,193	60,487	62,837	65,279	67,822
G144 Enabling (Housing)	30,024	46,258	49,448	52,862	55,627
G146 Pleasley Vale Outdoor Activity Centre	55,127	57,041	58,916	61,613	64,493
G148 Commercial Waste	(189,160)	(198,000)	(222,000)	(235,500)	(235,500)
G149 Recycling	310,391	404,715	429,290	450,990	484,955
G153 Housing Advice	19,349	28,018	29,942	31,321	32,588
G170 S106 Outdoor Sports	484,390	0	0	0	0
G172 S106 - Affordable Housing	1,116	0	0	0	0
G176 Affordable Warmth	15,627	24,779	25,213	25,656	26,108
G179 School Sports Programme	(94)	5,040	6,325	7,685	10,317
G196 Assistant Director of Planning	35,891	89,124	95,203	101,623	108,137
G198 Assistant Director of Housing (GF)	37,620	39,597	41,188	42,843	44,565
G199 Assistant Director of Street Scene	27,989	88,335	94,381	100,768	107,514
G202 Assistant Director of Leisure, Health + Wellbeing	35,891	89,124	95,203	101,623	108,180
G209 Tourism & Culture	3,225	0	0	0	0
G210 Strategic Director of Services	77,533	119,421	124,203	129,177	134,349
G223 Contracts Administrator	55,294	58,228	60,590	63,050	65,609
G226 S106 - Highways	569,000	0	0	0	0
G227 S106 - Public Health	168,241	0	0	0	0
G228 Go Active Clowne Leisure Centre	334,587	401,241	427,226	491,462	538,003
G229 Housing Standards	(496)	0	0	0	0
G238 HR Health + Safety	110,329	116,138	117,433	112,034	115,550
G239 Housing + Comm Safety Fixed Penalty Acc	4,241	1,000	1,000	2,625	2,625
Total for Community Services Directorate	10,870,927	9,564,407	9,959,866	10,306,313	10,718,157
G001 Audit Services	135,982	147,250	147,250	147,250	147,250
G002 I.C.T.	1,082,674	1,211,096	1,229,157	1,241,592	1,247,405
G003 Communications, Marketing + Design	317,966	314,573	322,369	332,100	344,233
G006 Partnership, Strategy & Policy	565,104	534,566	543,693	566,279	583,622
G011 Director for Executive and Partnerships	108,974	116,136	120,830	125,710	130,785
G012 Community Champions	15,493	15,490	15,651	15,813	16,092
G014 Customer Contact Service	907,355	969,151	1,021,043	1,066,236	1,102,738
G015 Customer Service + Improvement	155,593	160,629	165,558	170,286	175,100
G016 Skills Audit	26,733	0	0	0	0
G038 Concessionary Fares & TV Licenses	(11,653)	(11,873)	(12,097)	(12,326)	(12,560)
G039 Children and YP Emotional Well-being	50,000	0	0	0	0
G040 Corporate Management	299,208	292,657	294,430	300,963	303,145

APPENDIX 2

List of General Fund net budgets per cost centre per directorate

	Revised	Original			
	Budget	Budget	Forecast	Forecast	Forecast
	2023/24	2024/25	2025/26	2026/27	2027/28
	£	£	£	£	£
G041 Non Distributed Costs	274,284	274,284	274,284	274,284	274,284
G043 Chief Executive Officer	180,444	193,341	196,244	204,123	212,320
G044 Financial Services	405,098	377,109	414,454	431,988	450,253
G051 Senior Valuer	63,533	66,785	69,469	72,259	75,162
G052 Human Resources	291,438	277,214	324,764	340,731	350,835
G054 Electoral Registration	192,938	224,622	185,324	189,979	195,196
G055 Democratic Representation & Management	545,514	552,260	552,265	552,291	552,375
G057 District Council Elections	78,928	0	0	25,000	50,000
G058 Democratic Services	242,656	289,099	306,890	320,656	329,948
G060 Legal Services	377,163	399,663	397,900	415,427	432,665
G086 Alliance	5,250	5,250	5,250	5,250	5,250
G100 Benefits	391,816	567,207	630,099	690,873	745,830
G103 Council Tax / NNDR	450,633	480,619	503,091	529,112	552,491
G105 Council Tax Energy Rebate	114,159	0	0	0	0
G107 EBSS Alternative Funding Grant	313,840	0	0	0	0
G111 Shared Procurement	53,464	37,196	33,679	34,456	35,304
G117 Payroll	98,687	110,543	117,137	122,770	127,777
G118 Union Convenor	32,717	37,853	0	0	0
G155 Customer Services	27,768	37,813	40,128	42,337	45,122
G157 Controlling Migration Fund	4,000	0	0	0	0
G161 Rent Rebates	(69,553)	(68,930)	(68,488)	(68,217)	(68,109)
G162 Rent Allowances	34,012	30,532	20,577	10,622	668
G164 Support Recharges	(5,202,089)	(5,558,673)	(5,764,186)	(5,944,257)	(6,114,380)
G168 Multifunctional Printers	37,600	37,600	37,600	37,600	37,600
G192 Scrutiny	27,169	27,969	29,066	30,205	31,391
G195 Director of Governance + Monitoring Officer	117,088	124,676	129,692	134,908	140,338
G197 Director of Finance + Section 151 Officer	116,475	124,212	129,228	134,444	139,872
G211 UK Shared Prosperity Fund	51,096	0	0	0	0
G216 Raising Aspirations	7,500	51,250	0	0	0
G218 I-Venture/Namibia Bound	17,275	12,500	12,500	0	0
G220 Locality Funding	(27,097)	50,000	0	0	0
G241 Community Rail	32,224	0	0	0	0
G247 Culture Arts Corridor	3,000	0	0	0	0
G249 Cycle & Explore	6,918	0	0	0	0
G251 Youth Based Intervention Programme	15,000	0	0	0	0
G264 Support Recharges - Dragonfly	(447,798)	(447,798)	(447,798)	(447,798)	(447,798)
Total for Corporate Resources Directorate	2,516,579	2,063,871	1,977,053	2,092,946	2,192,204
G077 LGA Housing Advisers Programme (HAP)	25,000	0	0	0	0
G078 LGA Net Zero Innovation Programme (NZIP)	30,172	0	0	0	0
G080 Engineering Services (ESRM)	97,730	97,776	99,488	100,761	102,021
G082 Tourism Promotion + Development	49,558	57,933	60,298	62,756	65,317
G083 Building Control Consortium	55,000	55,000	55,000	55,000	55,000
G085 Economic Development	184,331	163,902	163,902	163,902	163,902

APPENDIX 2

List of General Fund net budgets per cost centre per directorate

	Revised	Original			
	Budget	Budget	Forecast	Forecast	Forecast
	2023/24	2024/25	2025/26	2026/27	2027/28
	£	£	£	£	£
G088 Derbyshire Economic Partnership	15,000	15,000	15,000	15,000	15,000
G089 Premises Development	(1,219)	(60,858)	(60,309)	(59,878)	(59,373)
G090 Pleasley Vale Mills	(101,111)	(152,352)	(149,833)	(147,593)	(145,161)
G092 Pleasley Vale Electricity Trading	(37,903)	(48,090)	(53,094)	(57,183)	(53,080)
G095 Estates + Property	702,677	750,770	778,600	804,721	830,343
G096 Building Cleaning (General)	128,317	129,305	132,650	136,133	142,154
G099 Catering	500	500	500	500	500
G109 Chief Executive Officer - Dragonfly	149,576	153,941	156,251	153,935	159,466
G110 Director of Development - Dragonfly	140,428	143,534	146,586	152,499	158,651
G114 Strategic Investment Fund	105,256	0	0	0	0
G133 The Tangent Business Hub	(2,405)	5,535	6,301	7,423	9,778
G138 Bolsover TC Regeneration Scheme	16,029	0	0	0	0
G151 Street Lighting	77,639	78,293	78,367	78,733	79,913
G156 The Arc	287,500	304,033	308,588	313,362	320,134
G167 Facilities Management	16,790	10,642	17,338	12,338	12,338
G169 Closed Churchyards	10,000	10,000	10,000	10,000	10,000
G188 Cotton Street Contact Centre	36,634	37,347	37,794	38,199	38,732
G193 Economic Development Management + Admin	492,925	509,593	510,471	491,691	509,545
G200 Director of Construction - Dragonfly	14,870	17,062	15,010	15,616	16,245
G212 Net Zero Hyper Innovation Programme UK SPF	57,509	0	0	0	0
G222 Visitor Economy Business Support	17,005	0	0	0	0
G246 Business Grants Growth Scheme	30,036	0	0	0	0
Total for Dragonfly Services	2,597,844	2,278,866	2,328,908	2,347,915	2,431,425
Total Net Cost of Services	15,985,350	13,907,144	14,265,827	14,747,174	15,341,786

Appendix 3

APPENDIX 3

Housing Revenue Account

	Revised Budget 2023/24 £	Current Budget 2024/25 £	Revised Budget 2025/26 £	Revised Budget 2026/27 £	Revised Budget 2027/278 £
Expenditure					
Repairs and Maintenance	6,107,085	6,353,235	6,611,432	6,764,301	6,830,174
Director of Property + Construction - Dragonfly	98,348	108,244	115,679	123,512	131,403
Rents, Rates, Taxes + Other Charges	225,802	280,939	289,102	294,932	300,764
Supervision and Management	6,930,661	7,024,430	7,279,512	7,527,941	7,742,798
Special Services	653,023	676,648	684,716	693,985	707,330
Housing Related Support - Wardens	761,425	801,577	833,778	865,915	895,828
Housing Related Support - Central Control	515,092	405,081	431,513	443,490	454,919
Tenants Participation	88,930	89,265	92,473	95,808	99,274
New Build Schemes Evaluations	400,000	0	0	0	0
HRA Health & Safety	47,234	53,729	58,067	62,767	66,321
Debt Management Expenses	9,168	9,626	10,107	10,612	11,143
Total Expenditure	15,836,768	15,802,774	16,406,379	16,883,263	17,239,954
Income					
Dwelling Rents	(22,713,100)	(25,075,290)	(26,078,301)	(27,121,433)	(27,935,076)
Non-dwelling Rents	(103,764)	(113,637)	(116,467)	(119,929)	(123,496)
Leasehold Flats and Shops Income	(55,179)	(7,000)	(7,000)	(7,000)	(7,000)
Repairs and Maintenance	(101,282)	(30,500)	(30,500)	(30,500)	(30,500)
Supervision and Management	(17,446)	0	0	0	0
Special Services	(16,837)	(21,710)	(15,000)	(15,000)	(15,000)
Housing Related Support - Wardens	(405,152)	(143,952)	(146,724)	(151,023)	(155,452)
Housing Related Support - Central Control	(287,065)	(225,162)	(234,168)	(243,535)	(250,840)
Tenants Participation	(4,198)	0	0	0	0
Total Income	(23,704,023)	(25,617,251)	(26,628,160)	(27,688,420)	(28,517,364)
Net Cost of Services	(7,867,255)	(9,814,477)	(10,221,781)	(10,805,157)	(11,277,410)
Appropriations:					
Movement in Impairment Provision	130,000	130,000	130,000	130,000	130,000
Capital Interest Costs	4,417,527	4,347,105	5,027,668	5,460,590	5,267,843
Investment Interest Income	(601,738)	(408,546)	(319,087)	(268,633)	(253,633)
Depreciation	5,348,200	5,348,200	5,348,200	5,348,200	5,348,200
Contribution to HRA Reserves	35,000	35,000	35,000	135,000	785,000
Use of Earmarked Reserves	(1,044,778)	0	0	0	0
Contribution from Grant A/cs	(15,545)	0	0	0	0
Contribution to/(from) HRA Balance	(401,411)	362,718	0	0	0
Net Operating (Surplus)	0	0	0	0	0

Housing Revenue Account

	Revised Budget 2023/24 £	Original Budget 2024/25 £	Forecast 2025/26 £	Forecast 2026/27 £	Forecast 2027/28 £
List of net budgets per cost centre per directorate					
H002 Treasury Management Advisor	9,168	9,626	10,107	10,612	11,143
H004 Supervision + Management	6,913,215	7,024,430	7,279,512	7,527,941	7,742,798
H005 Dwelling Rents Income	(22,713,100)	(25,075,290)	(26,078,301)	(27,121,433)	(27,935,076)
H006 Non-Dwelling Rents Income	(103,764)	(113,637)	(116,467)	(119,929)	(123,496)
H010 Tenants Participation	84,732	89,265	92,473	95,808	99,274
H011 Special Services	636,186	654,938	669,716	678,985	692,330
H017 Leasehold Flats	(45,897)	(7,000)	(7,000)	(7,000)	(7,000)
H018 Leasehold Shops	(9,282)	-	-	-	-
H021 Housing Related Support - Wardens	356,273	657,625	687,054	714,892	740,376
H022 Housing Related Support - Central Control	228,027	179,919	197,345	199,955	204,079
H025 HRA Health & Safety	47,234	53,729	58,067	62,767	66,321
Total for Community Services Directorate	(14,597,208)	(16,526,395)	(17,207,494)	(17,957,402)	(18,509,251)
H001 Repairs + Maintenance	6,005,803	6,322,735	6,580,932	6,733,801	6,799,674
H003 Rents, Rates, Taxes + Other Charges	225,802	280,939	289,102	294,932	300,764
H019 New Build Schemes Evaluations	400,000	-	-	-	-
H024 Director of Property + Construction	98,348	108,244	115,679	123,512	131,403
Total for Dragonfly Services	6,729,953	6,711,918	6,985,713	7,152,245	7,231,841
Total Net Cost of BDC Housing Revenue Account Services	(7,867,255)	(9,814,477)	(10,221,781)	(10,805,157)	(11,277,410)

HRA - Fees and Charges 2024/25

Weekly Charge unless otherwise specified

September 2023 Consumer Price Index was 6.7%

	Current £	Proposed £	Change £	Change %
Garages (tenant)	13.17	14.19	1.01	7.7%
Garage - Direct Debit Payment	9.94	10.71	0.77	7.7%
Garage (in curtilage) (Set at 50% of garage DD payment)	4.97	5.35	0.38	7.7%
Garage plots (billed annually)	230.74	248.51	17.77	7.7%
New Bolsover Service Charge (applies to new tenants only)	2.10	2.27	0.16	7.7%
Special Services Charge (See Note1)	17.23	18.56	1.33	7.7%
Reduced special service (Reduced special services for scheme other than Cat 2 who receive reduced service)	11.49	12.37	0.88	7.7%
Heating Service Charge (See Note 2)				
Bedsits	2.99	3.22	0.23	7.7%
1 bed flat	4.08	4.40	0.31	7.7%
Heating Charge (See Note 3)				
Bedsits	4.46	4.46	0.00	0.0%
1 bed flat	6.08	6.08	0.00	0.0%
Support Charges	14.70	15.83	1.13	7.7%
Mobile Warden (long-term aim to reach cost, increase capped at 10% per year)	7.46	8.04	0.57	7.7%
Lifeline - bronze	5.52	5.94	0.42	7.7%
Lifeline - gold	8.48	9.14	0.65	7.7%
Lifeline - RSL	5.29	5.69	0.41	7.7%
Buggy Parking (including charging facilities)	4.49	4.84	0.35	7.7%
Choice Based Lettings Postage (suggested cost is twice the cost of a second class stamp)	1.36	1.50	0.14	10.3%

HRA - Fees and Charges 2024/25

Note 1

Special Services Charge includes the heating, cleaning and furnishing of communal areas, provision of laundry and kitchen facilities and other costs. The charge is a contribution to the full cost of these services. This charge is added to the rent amount and is covered by housing benefit if appropriate.

The Heating Charge is split into two separate charges.

Note 2

Heating Service Charge is the cost for the provision and maintenance of a communal heating system. This includes an allowance for electricity to circulate heat within the system. This charge is added to the rent amount and is covered by housing benefit if appropriate.

Note 3

The Heating Charge reflects the cost of fuel only, this is not covered by housing benefit and is charged and monitored to a sub account on the main rent account.

This split is intended to make it easier to understand how we charge for heating.

CAPITAL PROGRAMME SUMMARY

	Revised Budget 2023/24 £	Original Programme 2024/25 £	Forecast Programme 2025/26 £	Forecast Programme 2026/27 £	Forecast Programme 2027/28 £
General Fund					
Asset Management Plan					
Investment Properties	82,391	-	-	-	-
Leisure Buildings	590	-	-	-	-
Pleasley Vale Business Park	24,547	-	-	-	-
Riverside Depot	18,949	-	-	-	-
The Arc	26,310	-	-	-	-
The Tangent	15,803	-	-	-	-
Contact Centres	11,098	-	-	-	-
Asset Management Plan not yet allocated to an individual scheme	176,282	260,000	260,000	260,000	260,000
	355,970	260,000	260,000	260,000	260,000
Engineering Asset Management Plan					
Car Parks	25,000	25,000	25,000	25,000	25,000
Shelters	10,000	10,000	10,000	10,000	10,000
Lighting	15,000	15,000	15,000	15,000	15,000
	50,000	50,000	50,000	50,000	50,000
Assets					
Pleasley Vale - Storm Babet	1,000,000	-	-	-	-
Pleasley Vale Mill - Dam Wall	100,410	-	-	-	-
Pleasley Vale Grease works CCTV	-	50,000	-	-	-
Land at Portland Street	47,076	-	-	-	-
Shirebrook Crematorium	5,431,603	5,548,392	-	-	-
Cultural Business and Skills Hub	50,211	249,789	-	-	-
UKSPF - Oxcroft House Refurbishment	55,806	-	-	-	-
	6,685,106	5,848,181	0	0	0
ICT Schemes					
ICT infrastructure	610,963	170,000	102,000	100,000	100,000
HR & Payroll System upgrade	18,000	-	-	-	-
	628,963	170,000	102,000	100,000	100,000
Leisure Schemes					
Playing Pitch Improvements (Clowne)	100,953	-	-	-	-
Pleasley Vale Cycle Path	106,244	-	-	-	-
Go Active Café Equipment	8,779	-	-	-	-
Go Active Equipment	15,000	15,000	15,000	15,000	-
Gym Equipment & Spin Bikes	-	-	-	392,100	-
Go-Active Gym flooring	-	-	-	40,000	-
Wellness Hub equipment	-	-	-	80,000	-
	230,976	15,000	15,000	527,100	0
Private Sector Schemes					
Disabled Facility Grants	650,000	650,000	650,000	650,000	650,000
	650,000	650,000	650,000	650,000	650,000
Investment Activities					
Economic Loan Fund	25,000	-	-	-	-
Parish Council Loans	80,000	-	-	-	-
	105,000	0	0	0	0
Vehicles and Plant					
Vehicle Replacements	2,262,721	1,793,000	175,000	782,500	317,000
UKSPF - CCTV Bolsover	23,835	-	-	-	-
District CCTV	38,751	-	-	-	-
CAN Rangers Equipment	14,231	-	-	-	-
	2,339,538	1,793,000	175,000	782,500	317,000
Total General Fund	11,045,553	8,786,181	1,252,000	2,369,600	1,377,000

CAPITAL PROGRAMME SUMMARY	Revised Budget 2023/24 £	Original Programme 2024/25 £	Forecast Programme 2025/26 £	Forecast Programme 2026/27 £	Forecast Programme 2027/28 £
Housing Revenue Account					
New Build Properties					
Alfreton Rd Pinxton	513,360	-	-	-	-
Ashbourne Extension	5,567	-	-	-	-
Bolsover Homes-yet to be allocated	3,910,684	8,100,000	-	-	-
Glapwell - Meadow View Homes	696,000	-	-	-	-
Harlethorpe Ave Bungalow adaptation	152,527	-	-	-	-
Jubilee Court Bungalows	-	300,000	-	-	-
Keepmoat Properties at Bolsover	25,000	-	-	-	-
Market Close Shirebrook	4,355,669	-	-	-	-
Moorfield Lane Whaley Thorns	1,553,528	-	-	-	-
Sandy Lane/Thorpe Ave Whitwell	441	-	-	-	-
Woburn Close Cluster	910,000	6,150,000	4,609,312	-	-
The Woodlands	188,355	-	-	-	-
Valley View (2 Bungalows & extension)	639,559	100,000	-	-	-
West Street Langwith	747,076	-	-	-	-
	13,697,766	14,650,000	4,609,312	0	0
Vehicle Replacements					
	1,052,883	314,000	210,000	-	-
	1,052,883	314,000	210,000	0	0
Public Sector Housing					
Electrical Upgrades	475,000	300,000	330,000	330,000	330,000
External Door Replacements	156,976	150,000	70,000	70,000	70,000
External Wall Insulation	1,654	411,500	60,000	60,000	60,000
Bramley Vale	10,000	1,000,000	1,300,000	1,500,000	-
Flat Roofing	40,000	40,000	40,000	40,000	40,000
Heating Upgrades	40,000	80,000	80,000	80,000	80,000
Kitchen Replacements	288,767	360,000	400,000	400,000	400,000
Re Roofing	750,000	1,000,000	1,000,000	1,000,000	1,000,000
Property Services Mgmt. & Admin	125,496	130,936	136,274	141,826	147,600
Safe & Warm	3,720,834	700,000	-	-	-
Soffit and Facia	52,515	60,000	30,000	30,000	30,000
Unforeseen Reactive Capital Works	50,284	100,000	100,000	100,000	100,000
Welfare Adaptations	423,991	400,000	440,000	440,000	440,000
Wet Rooms (Bungalows)	300,000	300,000	300,000	300,000	300,000
House Fire / Flood Damage (Insurance)	10,000	-	-	-	-
Outbuilding removal project	-	100,000	100,000	100,000	100,000
Concrete surrounds	-	250,000	-	-	-
Victoria House - fire doors/scooter store	-	200,000	-	-	-
Yet to be allocated to a scheme	-	57,264	961,926	756,374	2,250,600
	6,445,517	5,639,700	5,348,200	5,348,200	5,348,200
ICT Schemes					
Open Housing	50,605	-	-	-	-
	50,605	0	0	0	0
New Bolsover Scheme (incl. HLF)					
New Bolsover-Regeneration Scheme	1,264	-	-	-	-
	1,264	0	0	0	0
Total HRA	21,248,035	20,603,700	10,167,512	5,348,200	5,348,200
TOTAL CAPITAL EXPENDITURE	32,293,588	29,389,881	11,419,512	7,717,800	6,725,200

CAPITAL PROGRAMME SUMMARY	Revised Budget 2023/24 £	Original Programme 2024/25 £	Forecast Programme 2025/26 £	Forecast Programme 2026/27 £	Forecast Programme 2027/28 £
Capital Financing					
General Fund					
Better Care Fund	(650,000)	(650,000)	(650,000)	(650,000)	(650,000)
Prudential Borrowing	(5,431,603)	(5,548,392)	-	-	-
Reserves	(3,398,322)	(2,338,000)	(602,000)	(1,719,600)	(677,000)
Capital Receipts	(152,584)	-	-	-	(50,000)
External Funding	(1,413,044)	(249,789)	-	-	-
	(11,045,553)	(8,786,181)	(1,252,000)	(2,369,600)	(1,377,000)
HRA					
Major Repairs Allowance	(6,421,407)	(5,348,200)	(5,348,200)	(5,348,200)	(5,348,200)
Prudential Borrowing	(8,223,593)	(14,250,000)	(4,609,312)	-	-
Reserves	(4,604,226)	(400,000)	-	-	-
Capital Receipts	(1,253,820)	(314,000)	(210,000)	-	-
External Funding	(744,989)	(291,500)	-	-	-
	(21,248,035)	(20,603,700)	(10,167,512)	(5,348,200)	(5,348,200)
TOTAL CAPITAL FINANCING	(32,293,588)	(29,389,881)	(11,419,512)	(7,717,800)	(6,725,200)

Bolsover District Council

Meeting of the Executive on 29th January 2024

Dragonfly Management (Bolsover) Limited-Service Level Agreement

Report of the Portfolio Holder for Growth

Classification	This report is Public
Report By	Jim Fieldsend, Director of Corporate and Legal Services and Monitoring Officer

PURPOSE/SUMMARY OF REPORT

- To provide details of the service level agreement it is proposed to be entered into with Dragonfly Management (Bolsover) Ltd in connection to the services the company will provide to the Council
- To seek approval for the Council to complete the service level agreement

REPORT DETAILS

1. Background

- 1.1 On the 1st of February 2023, the Council agreed the recommendations set out in a business case regarding the arrangements for the Dragonfly companies- Dragonfly Development Ltd and Dragonfly Management (Bolsover) Ltd.
- 1.2 Under the agreed arrangements Dragonfly Development Ltd is to act as the Council's commercial company undertaking developments for external clients together with acting as subcontractor in delivering the Council's own build programme.
- 1.3 Dragonfly Management will provide services to the Council such as housing repairs, economic development, facilities management, and bringing forward sites for development.
- 1.4 Following this decision a number of services have been undertaken by Dragonfly Management (Bolsover) Ltd, however, no formal agreement is in place. It is necessary in the long term to have an arrangement in place and for the last few months the Council and Dragonfly have been working on a draft service level agreement ("SLA") A copy of the proposed SLA is attached at Appendix 1.
- 1.5 The SLA is a detailed document providing for the provision of services back to the Council.

- 1.6 In summary the agreement provides for the provisions of the services as set out in Schedule- 1 the Specification. These services are as follows;
- Capital Projects
 - New Builds
 - Engineering
 - Facilities Management
 - Business Support for Property Services and Engineering Services
 - Repairs and Maintenance Services
 - Business Growth Services
 - Economic Development Services
- 1.7 Schedule 3 of the SLA deals with the payment that the Council will make to the company for the services. These payments will be the equivalent to the budgetary allocation the Council will make for the provision of the services which are set each year.
- 1.8 Members should note that this is still a draft document and may change in advance of the meeting. Any changes will be verbally reported at the meeting.
- 1.9 A separate service level agreement is being produced setting out the support services that the Council will provide to Dragonfly. These include Legal Services, HR and Payroll, ICT, Procurement and Finance.

2. Reasons for Recommendation

- 2.1 A formal agreement between the Council and Dragonfly Management (Bolsover) is necessary to clarify the arrangement by which the company will provide services back to the Council.

3 Alternative Options

- 3.1 Not to have an agreement. This is rejected as a formal arrangement is important to provide certainty to both parties and to reduce potential areas of dispute.

RECOMMENDATIONS

That Executive:

1. Note the contents of the SLA,
2. Agree to the Council entering into the service level agreement with Dragonfly Management (Bolsover) Limited
3. Delegate the decision to agree any amendments to the service level agreement to the Council's Chief Executive Officer

Approved by Councillor John Ritchie, Portfolio Holder for Growth

IMPLICATIONS:**Finance and Risk:** Yes ☒ No ☐**Details:**

As contained within the service level agreement.

On behalf of the Section 151 Officer

Legal (including Data Protection): Yes ☒ No ☐**Details:**

As contained within the service level agreement.

On behalf of the Solicitor to the Council

Environment:

Please identify (if applicable) how this proposal/report will help the Authority meet its carbon neutral target or enhance the environment.

Details:**Staffing:** Yes ☐ No ☒**Details:**

On behalf of the Head of Paid Service

DECISION INFORMATION

Is the decision a Key Decision? A Key Decision is an executive decision which has a significant impact on two or more District wards, or which results in income or expenditure to the Council above the following thresholds: Revenue - £75,000 <input type="checkbox"/> Capital - £150,000 <input type="checkbox"/> <input checked="" type="checkbox"/> <i>Please indicate which threshold applies</i>	Yes
Is the decision subject to Call-In? (Only Key Decisions are subject to Call-In)	Yes

District Wards Significantly Affected	
Consultation: Leader / Deputy Leader <input type="checkbox"/> Executive <input type="checkbox"/> SLT <input type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input type="checkbox"/> Public <input type="checkbox"/> Other <input checked="" type="checkbox"/>	Details: Local Growth Scrutiny Committee, 11 th December 2023

Links to Council Ambition: Customers, Economy, and Environment.
<ul style="list-style-type: none">• Making the best use of our assets.• Ensuring financial sustainability and increasing revenue streams.

DOCUMENT INFORMATION	
Appendix No	Title
Appendix 1	Draft Service Level Agreement between Bolsover District Council and Dragonfly Management (Bolsover) Limited

Background Papers
<i>(These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Executive you must provide copies of the background papers).</i>

DATED

2024

(1) BOLSOVER DISTRICT COUNCIL

AND

(2) DRAGONFLY MANAGEMENT (BOLSOVER) LIMITED

AGREEMENT

IN RELATION TO THE PROVISION OF CERTAIN SERVICES UNDER REGULATION 12 OF THE
PUBLIC CONTRACTS REGULATIONS 2015

SHARPE PRITCHARD

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THIS AGREEMENT is made on

2024

BETWEEN

- (1) **BOLSOVER DISTRICT COUNCIL** of the Arc, High Street, Clowne, Derbyshire, S43 4JY (the **Authority**)
- (2) **DRAGONFLY MANAGEMENT (BOLSOVER) LIMITED** (company number 14767220) whose registered office is at the Arc, High Street, Clowne, Derbyshire, S43 4JY (the **Supplier**).

RECITALS

- (A) On 29 March 2023, the Supplier was incorporated as a new company within the Dragonfly group of companies, which consists of Dragonfly Development Limited (**DDL**) and the Supplier. The Authority is the sole member of DDL and DDL is the sole member of the Supplier.
- (B) The Supplier was incorporated to provide the Services (as defined below) to the Authority within the meaning of Regulation 12 of the Public Contracts Regulations 2015 and accordingly, the parties have agreed to enter into a contract for the provision of those Services on the terms and conditions of this Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions

Achieved KPIs	in respect of any Service in any measurement period, the standard of performance actually achieved by the Supplier in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in Schedule 2).
Authorised Representatives	the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in Schedule 2.
Authority Assets	any materials, plant or equipment owned or held by the Authority and provided by the Authority to the Supplier for use in providing the Services.
Authority Premises	such sections or floors of the Arc, High Street, Clowne, Derbyshire, S43 4JY or the Riverside Depot, Mansfield Road, Doe Lea, Chesterfield, S44 5NY as agreed by the Authority and the Supplier from time to time, used by the Supplier in providing the Services, or at such other locations as are otherwise reasonably required for the purposes of carrying out the Services.
Business Growth Services	means the services to be provided by the Supplier as set out in Schedule 1.
Business Plan	means the Business Plan as defined in the group shareholder agreement dated 2 May 2023.

Change	any change to this Agreement including to any of the Services.
Change Control Note	the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.
Change Control Procedure	the procedure for changing this Agreement, as set out in Schedule 5.
Change in Law	any change in any Law which impacts on the performance of the Services and which comes into force after the Commencement Date.
Charges	the charges which shall become due and payable by the Authority to the Supplier in respect of the Services in accordance with the provisions of this Agreement, as such charges are set out in Schedule 3.
Commencement Date	the date of this Agreement.
Confidential Information	<p>means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Agreement, including but not limited to:</p> <ul style="list-style-type: none"> (a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and (b) any information developed by the parties in the course of carrying out this Agreement;
Consistent Failure	shall have the meaning set out in Schedule 2.
Consumer Prices Index	the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the parties may agree most closely resembles such index.
Contract Year	any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.
Controller	as defined in the Data Protection Legislation.
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other

	legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).
Data Subject	as defined in the Data Protection Legislation.
Dispute Resolution Procedure	the procedure set out in clause 14.
Domestic law	the law of the United Kingdom or part of the United Kingdom.
EIRs	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
Equality and Diversity Policy	the equality and diversity policy of the Authority being one of the Policies.
Exit Management Plan	the plan set out in Schedule 7.
FOIA	the Freedom of Information Act 2000 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
Force Majeure	<p>any circumstance not within a party's reasonable control including, without limitation:</p> <ul style="list-style-type: none"> (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; and <p>but excluding any labour or trade dispute, strikes, industrial action or lockouts relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-Contractor's supply chain.</p>

Health and Safety Policy	the health and safety policy of the Authority being one of the Policies.
Property Services	means the Property Services and the Repairs and Management Services to be provided by the Supplier as detailed within Schedule 1.
General Change in Law	a Change in Law where the change is of a general legislative nature, or which generally affects or relates to the supply of services which are the same as, or similar to, the Services.
Information	has, for the purposes of clause 18, the meaning given under section 84 of FOIA.
Initial Term	means the duration of the agreement starting at 00.01 am on the Commencement Date and ending at 11.59 pm on the day before the fifth anniversary of the Commencement Date.
Insolvency Event	<p>where:</p> <ul style="list-style-type: none"> (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of that other party; (c) the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership);

- (f) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive);
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Intellectual Property Rights

patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

KPIs

the key performance indicators for all and each part of the Services as specified in Schedule 2.

Key Personnel

those personnel identified Schedule 2 for the roles attributed to such personnel, as modified pursuant to clause 9.

Law

the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply.

Necessary Consents

all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary from time to time for the provision of the Services.

Personal Data	as defined in the Data Protection Legislation.
Policies	the Supplier's corporate policies or ,in the absence of a particular policy, the policy of the Authority covering the relevant area..
Processor	as defined in the Data Protection Legislation.
Prohibited Act	<p>the following constitute Prohibited Acts:</p> <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Authority; (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.
Relevant Requirements	all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
Relevant Transfer	a relevant transfer for the purposes of TUPE.
Remediation Notice	a written notice given by the Authority to the Supplier pursuant to clause 23 to initiate the Remediation Plan Process.
Remediation Plan	the plan agreed in accordance with clause 23 for the resolution of a Supplier's default in complying with its obligations under this Agreement.
Remediation Plan Process	the process for resolving certain of the Supplier's defaults as set out in clause 23.
Replacement Supplier	any third party supplier, , appointed by the Authority from time to time as part of any Exit Management Plan.
Representatives	means, in relation to party, its employees, officers, contractors, subcontractors, representatives and advisors.

Request for Information	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.
Repairs and Maintenance Services	means those repairs and maintenance services to be provided by the Supplier as detailed in Part 2 of Schedule 1
Services	the services to be delivered by or on behalf of the Supplier under this Agreement, including (at the date of this Agreement) the Property Services, Repairs and Maintenance Services and the Business Growth Services
Supplier Personnel	all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.
Sub-Contract	any contract or agreement (or proposed contract or agreement) between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.
Sub-Contractor	a person with whom the Supplier enters into a Sub-Contract, and any third party with whom that third party enters into a subcontract or its servants or agents.
Target KPI	the minimum level of performance for a KPI which is required by the Authority as set out against the relevant KPI in Schedule 2.
Term	the period of the Initial Term as may be varied by: <ul style="list-style-type: none"> (a) any extension pursuant to clause 2.2; or (b) the earlier termination of this Agreement in accordance with its terms.
Termination Date	the date of expiry or termination of this Agreement.
Termination Notice	any notice to terminate this Agreement which is given by either party in accordance with clause 24 or clause 25.
Termination Payment Default	is defined in Schedule 3.
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (<i>SI 2006/246</i>).
Working Day	Monday to Friday, excluding any public holidays in England and Wales.
Working Hours	the period from 9.00am to 5.00pm on any Working Day.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time.
- 1.9 A reference to **writing** or **written** excludes fax but not e-mail.
- 1.10 A reference to this Agreement or to any other agreement or document is a reference to this Agreement or such other agreement or document as varied from time to time.
- 1.11 References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.12 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.13 If there is any conflict or ambiguity between any of the provisions in the main body of this Agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
 - 1.13.1 the clauses of the agreement;
 - 1.13.2 Schedule 1 to this Agreement;
 - 1.13.3 the remaining schedules to this Agreement

Where there is any conflict or inconsistency between the provisions of this Agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Supplier has notified the Authority in writing.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue for the Term.
- 2.2 The Authority may, by giving the Supplier not less than six months' written notice prior to expiry of the Initial Term, request the extension of this Agreement in respect of the whole (or part) of the Services and on the same terms mutatis mutandis, for a period of up to five further years from the day following expiry of the Initial Term.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall provide the Services to the Authority with effect from the Commencement Date for the duration of the Term in accordance with the provisions of this Agreement, including without limitation Schedule 1 and Schedule 2.
- 3.2 In providing the Services, the Supplier shall at all times:
- 3.2.1 without prejudice to clause 4, provide the Services with reasonable care and skill and in furtherance of the Business Plan;
 - 3.2.2 ensure that all goods, materials, standards and techniques used in providing the Services are of reasonable quality and are free from defects in workmanship, installation and design;
 - 3.2.3 obtain, maintain and comply with all Necessary Consents at its own cost (unless otherwise agreed in writing with the Authority);
 - 3.2.4 allocate sufficient resources to provide the Services in accordance with the terms of this Agreement (provided always that this may from time to time require agreement for the allocation and funding of additional resources) in accordance with the Change Control Procedure;
 - 3.2.5 ensure that any of the Supplier's Personnel who are engaged in the provision of any of the Services shall, if required by the Authority, attend such meetings at the premises of the Authority or elsewhere as may be reasonably required by the Authority; and
 - 3.2.6 provide such reasonable co-operation and information in relation to the Services to such of the Authority's other suppliers as the Authority may reasonably require for the purposes of enabling any such person to create and maintain any interfaces reasonably required by the Authority.

4. KPIS

- 4.1 Where any Service is stated in Schedule 2 to be subject to a specific KPI, the Supplier shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Service is equal to or higher than the corresponding Target KPI to such specific KPI.
- 4.2 If the existing Services are varied or new Services are added, Target KPIs for the same will be determined by the parties and included within Schedule 2.
- 4.3 The Supplier shall provide quarterly reports to the Authority in such form as the parties shall from time to time agree.

summarising the Achieved KPIs as provided for in clause 12.

5. COMPLIANCE AND CHANGE IN LAWS

- 5.1 In performing its obligations under this Agreement, the Supplier shall at all times comply with:
- 5.1.1 all applicable Law; and
 - 5.1.2 all Policies.

The Supplier shall maintain such records as are necessary pursuant to the Laws and Policies and shall promptly on request make them available for inspection by

any relevant authority that is entitled to inspect them and by the Authority (or its authorised representative).

- 5.2 Without limiting the generality of the obligation under clause 5.1, the Supplier shall (and shall procure that the Supplier Personnel shall) perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

5.2.1 all applicable Law regarding health and safety; and

5.2.2 the Health and Safety Policy whilst at the Authority Premises.

- 5.3 Without limiting the general obligation set out in clause 5.1, the Supplier shall (and shall procure that the Supplier Personnel shall):

5.3.1 perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

(a) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

(b) the Authority's Equality and Diversity policy as provided to the Supplier from time to time;

(c) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law;

5.3.2 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or any successor organisation.

- 5.4 The Supplier shall monitor and shall keep the Authority informed in writing of any changes in the Law which may impact the Services and shall provide the Authority with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes. The Supplier shall only implement such changes in accordance with the Change Control Procedure.

6. USE OF AUTHORITY PREMISES AND ASSETS

- 6.1 With effect from the Commencement Date, the Authority shall grant the Supplier a non-exclusive and revocable licence to enter the Authority Premises for the sole purpose of providing the Services to the Authority. The licence shall be subject to the conditions of this Agreement, is personal to the Supplier and is not deemed to create a relationship of landlord and tenant between the parties.

- 6.2 The licence granted pursuant to clause 6.1 shall terminate immediately on the Termination Date.

- 6.3 The Supplier shall ensure that visiting or using the Authority Premises, the Supplier Personnel shall:

6.3.1 keep the Authority Premises clean, tidy and properly secure;

6.3.2 co-operate as far as may be reasonably necessary with the Authority's employees;

- 6.3.3 act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of the Authority; and
- 6.3.4 comply with all the rules and regulations that the Authority notifies to the Supplier from time to time in writing relating to the use and security of the Authority Premises.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall not:
 - 6.4.1 obstruct access to the Authority Premises, or any part of them; or
 - 6.4.2 do or permit to be done on the Authority's Premises anything which is illegal or which may be or become a nuisance, damage, inconvenience or disturbance to the Authority or the occupiers of or visitors to the Authority Premises.
- 6.5 For the avoidance of doubt, the legal and beneficial title of any Authority Assets reside with the Authority.
- 6.6 The Supplier shall ensure that any Authority Assets are:
 - 6.6.1 used with all reasonable care and skill and in accordance with any manufacturer guidelines or instructions;
 - 6.6.2 kept properly secure; and
 - 6.6.3 not removed from the Authority Premises unless expressly permitted under this Agreement or agreed in writing with by the Authority's Authorised Representative.
- 6.7 Subject to the requirements of clause 28 and the Exit Management Plan, in the event of the expiry or termination of the agreement, the Authority shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to the Authority Premises to remove any of the Supplier's equipment. All such equipment shall be promptly removed by the Supplier.

7. CHARGES, INVOICING AND PAYMENT

- 7.1 The Authority shall pay the Charges to the Supplier in accordance with Schedule 3.
- 7.2 Except as otherwise provided in this Agreement, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this Agreement.
- 7.3 The Supplier shall invoice the Authority for payment of the Charges at the time the Charges are expressed to be payable in accordance with Schedule 3. All invoices shall be directed to the Authority's Authorised Representative and shall contain such information as the Authority may inform the Supplier from time to time.
- 7.4 The Authority shall accept for processing any electronic invoice submitted by the Supplier that complies with the standard on electronic invoicing provided that it is valid and undisputed. For these purposes, an electronic invoice complies with the standard of electronic invoicing where it complies with the standard and any of the syntaxes published in the UK version of Commission Implementing Decision (EU) 2017/1870 as it forms part of English law under the European Union (Withdrawal) Act 2018.
- 7.5 Where the Supplier submits an invoice to the Authority in accordance with clause 7.3 the Authority will consider and verify that invoice in a timely fashion and shall seek to pay all sums due within 30 days of receipt of an invoice.

- 7.6 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Supplier shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this Agreement.
- 7.7 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this Agreement. Such records shall be retained for inspection by the Authority for up to 12 years in line with the Supplier's Document Retention Policy from the end of the Contract Year to which the records relate.

8. INTEREST

- 8.1 Each party shall pay interest on any sum due under this Agreement, calculated as follows:
- 8.1.1 Rate. 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.1.2 Period. From when the overdue sum became due, until it is paid.

9. KEY PERSONNEL

- 9.1 Each party shall appoint the persons named as such in Schedule 4 as the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall be those people who are identified by each party as being key to the success of the implementation and/or operation of the Services and who shall be retained on the implementation and/or operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.
- 9.2 The Supplier shall not remove or replace any of the Key Personnel unless:
- 9.2.1 the person is on long-term sick leave;
- 9.2.2 the element of the Services in respect of which the individual was engaged has been completed to the Authority's satisfaction;
- 9.2.3 the person resigns from their employment with the Supplier; or
- 9.2.4 the Supplier obtains the prior written consent of the Authority.
- 9.3 Each party shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than 180 Working Days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Supplier or the Authority becoming aware of the role becoming vacant.
- 9.4 If the Supplier replaces the Key Personnel as a consequence of this clause 9, the cost of effecting such replacement shall be borne by the Supplier.

10. SUPPLIER PERSONNEL

- 10.1 At all times, the Supplier shall ensure that:

- 10.1.1 each of the Supplier Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- 10.1.2 there is an adequate number of Supplier Personnel to provide the Services properly;
- 10.1.3 only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and
- 10.1.4 all of the Supplier Personnel comply with the Policies.

11. TUPE

The parties agree that the provisions of Schedule 8 shall apply to any Relevant Transfer of staff under this Agreement.

12. REVIEW AND MONITORING

- 12.1 Each party shall nominate an Authorised Representative who will have authority to act on its behalf and contractually bind it in respect of all matters relating to the performance of this Agreement. The first Authorised Representatives are listed in Schedule 4. The Authorised Representatives will co-ordinate and manage the provision of the Services and work with each other to address any problems that arise in connection with the Services (including by signing Change Control Notes).
- 12.2 Each party shall use all reasonable endeavours to ensure that the same person acts as its Authorised Representative throughout the Term, but may, following reasonable notice to the other party, replace that person from time to time where reasonably necessary in the interests of its business.
- 12.3 The Authorised Representatives shall meet at not less than monthly intervals to monitor and review the performance of this Agreement, including the achievement of the Target KPIs. Such meetings shall be minuted by the Authority's Authorised Representative and copies of those minutes shall be circulated to and approved by both parties.
- 12.4 Without prejudice to any other reports required under this Agreement, in advance of each meeting to be held in accordance with clause 12.3:
 - 12.4.1 the Supplier shall provide the Authority with a monthly written report detailing its performance against each of the KPIs and identifying any issues regarding the performance of the agreement for discussion at the meeting; and
 - 12.4.2 the Authority shall notify the Supplier of any concerns it has regarding the performance of the agreement for discussion at the meeting.
- 12.5 At the meeting, the parties shall agree a plan to address any problems identified in the performance of the agreement. In the event of any problem being unresolved, or a failure to agree on the plan, the procedures set out in clause 23 shall apply. Progress in implementing the plan shall be included in the agenda for the next monthly meeting.
- 12.6 A review meeting to assess the Supplier's performance of its obligations under this Agreement shall be held at six-monthly intervals throughout the Term. Each meeting shall be attended by senior representatives of each party, together with the Authorised Representatives.

- 12.7 The Authority may increase the extent to which it monitors the performance of the Services if the Supplier fails to meet the Target KPIs or fails to fulfil its other obligations under this Agreement. The Authority shall give the Supplier prior notification of its intention to increase the level of its monitoring. The Supplier shall bear its own costs in complying with such enhanced monitoring as is conducted by the Authority pursuant to this clause 12.7.
- 12.8 The Supplier shall submit any other management reports to the Authority in the form and at the interval specified in Schedule 4, or as specified elsewhere in this Agreement.

13. CHANGE CONTROL, BENCHMARKING AND CONTINUOUS IMPROVEMENT

- 13.1 Any requirement for a Change shall be subject to the Change Control Procedure.
- 13.2 The parties shall comply with the provisions of Schedule 6 (Benchmarking).
- 13.3 The Supplier shall throughout the Term seek ways to derive efficiencies with respect to delivery of the Services and use all reasonable endeavours to ensure that the Authority receives the benefit of any such efficiencies.
- 13.4 Where the Supplier identifies a potential efficiency:
 - 13.4.1 it shall promptly inform the Authority and shall advise the Authority whether, in the Supplier's professional opinion, the implementation of any change necessary to enable the Authority to enjoy that benefit is desirable (in view of quality, reliability and other relevant factors as well as price); and
 - 13.4.2 if the Authority concludes that the implementation of the necessary change is desirable, the Supplier shall implement the change.
- 13.5 Where the achievement of the benefit by the Authority would necessitate the making of a Change Control Note, the Change Control Procedure shall apply but the Supplier shall not be entitled to object to the proposed change. Any benefits arising from any such change as is referred to in this clause 13 (including any consequent reductions in the Charges) shall accrue solely to the Authority.

14. DISPUTE RESOLUTION

- 14.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:
 - 14.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
 - 14.1.2 if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 Working Days of service of the Dispute Notice, the Dispute shall be referred to the CEO of the Authority who shall attempt in good faith to resolve it;
 - 14.1.3 if the CEO of the Authority is for any reason unable to resolve the Dispute within 30 Working Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR as soon as reasonably possible, but in any event, within 30 Working Days of referral of the Dispute Notice. To initiate the

mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation;

14.1.4 Unless otherwise agreed between the parties, the mediation will start not later than 30 Working Days after the date of the ADR notice.

14.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.

14.3 If for any reason the Dispute is not resolved within 60 Working Days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England and Wales in accordance with clause 40.

15. SUB-CONTRACTING

15.1 The Authority agrees that the Supplier may subcontract its obligations under this Agreement provided that the Supplier shall ensure at all times the Sub-Contractor's compliance with the terms of this Agreement.

15.2 In the event that the Supplier enters into any Sub-Contract in connection with this Agreement it shall:

15.2.1 remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own;

15.2.2 impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this Agreement and procure that the Sub-Contractor complies with such terms; and

15.2.3 provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.

15.3 The Authority may require the Supplier to terminate a Sub-Contract where the acts or omission of the relevant Sub-Contractor have given rise to the Authority's right of termination of this Agreement pursuant to clause 24.1 or if there is a change of control of a Sub-Contractor (within the meaning of section 1124 of the Corporation Tax Act 2010) or the Sub-Contractor suffers an Insolvency Event.

15.4 Without prejudice to the generality of this clause 15, the Supplier shall operate an appropriate procurement policy and comply with the requirements of the Public Contracts Regulations 2015.

16. LIMITATION OF LIABILITY

16.1 References to liability in this clause 16 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

16.2 Nothing in this clause 16 shall limit the Authority's payment obligations under this Agreement.

16.3 Nothing in this clause 16 shall limit any liability under:

16.3.1 Clause 22 (*IPR indemnity*)

16.3.2 the indemnities in Schedule 8 (*TUPE*) and

16.3.3 breach of clause 27 (*Bribery*)

- 16.4 Nothing in this Agreement limits any liability which cannot legally be limited, including for:
- 16.4.1 death or personal injury caused by negligence;
 - 16.4.2 fraud or fraudulent misrepresentation; and
 - 16.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 16.5 Subject to clause 16.3 and clause 16.4, the Supplier's total aggregate liability to the Authority in respect of all claims, losses or damages arising in each Contract Year, shall not exceed the total sum of the Charges paid by the Authority and all Charges payable under this Agreement in respect of Services actually supplied by the Supplier, whether or not invoiced by the Authority.
- 16.6 Subject to clause 16.2, clause 16.3 and clause 16.4, the Authority's total aggregate liability in respect of all claims, (other than a failure to pay any of the Charges that are properly due and payable and for which the Authority shall remain fully liable), losses or damages arising in each Contract Year shall not exceed total sum of the Charges paid by the Authority and all Charges payable under this Agreement in respect of Services actually supplied by the Supplier, whether or not invoiced by the Authority.
- 16.7 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3.2 and clause 4. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

17. **INSURANCE**

- 17.1 The Authority shall arrange for the activities of the Supplier relating to this agreement to be covered by its insurance policy ("**Insurance Policy**").
- 17.2 The Supplier shall at all times comply with the terms of the Insurance Policy and shall ensure that nothing is done which would entitle any insurer to cancel, rescind or suspend any insurance cover, or to treat any insurance cover or claim as avoided in whole or part, and shall forthwith notify the Authority on becoming aware of any fact, circumstance or matter which has caused, or is reasonably likely to cause, any insurer to give notice to cancel, rescind, suspend or avoid any insurance, or any cover or claim under any insurance in whole or in part.

18. **FREEDOM OF INFORMATION**

- 18.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- 18.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
 - 18.1.2 transfer to the Authority all Requests for Information relating to this Agreement that should be for the Authority to respond to, not the Supplier, as soon as practicable and in any event within 2 Working Days of receipt;
 - 18.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

- 18.1.4 not respond directly to a Request for Information that should be for the Authority to respond to, not the Supplier, unless authorised in writing to do so by the Authority.
- 18.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information or any other information is exempt from disclosure in accordance with the FOIA or the EIRs.
- 18.3 Notwithstanding any other term of this Agreement, the Supplier consents to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that the Authority considers is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
- 18.4 The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion. The Supplier shall assist and co-operate with the Authority to enable the Authority to publish this Agreement.

19. DATA PROCESSING

- 19.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 19.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. Schedule 9 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 19.3 Without prejudice to the generality of clause 19.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement.
- 19.4 Without prejudice to the generality of clause 19.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:
- 19.4.1 process that Personal Data only on the documented written instructions of the Authority which are set out in Schedule 10, unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Authority of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
- 19.4.2 ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of

implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 the technical and organisational measures adopted by it);

- 19.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 19.4.4 not transfer any Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (a) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (b) the Data Subject has enforceable rights and effective remedies;
 - (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) the Supplier complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- 19.4.5 notify the Authority immediately if it receives:
 - (a) a request from a Data Subject to have access to that person's Personal Data;
 - (b) 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 the Data Protection Legislation (including any communication from the Information Commissioner);
- 19.4.6 assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 19.4.7 notify the Authority without undue delay on becoming aware of a Personal Data Breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement;
- 19.4.8 at the written direction of the Authority, delete or return Personal Data and copies thereof to the Authority on termination or expiry of the Agreement unless required by Domestic Law to store the Personal Data;
- 19.4.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 19 and allow for audits by the Authority or the Authority's designated auditor pursuant to clause 21 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

- 19.5 Where the Supplier wishes to appoint a subprocessor to process any Personal Data relating to this Agreement, such subprocessor shall constitute a Sub-Contractor and the Supplier shall:
- 19.5.1 notify the Authority in writing of the intended processing by the Sub-Contractor;
 - 19.5.2 obtain prior written consent from the Authority;
 - 19.5.3 enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 19.

20. CONFIDENTIALITY

- 20.1 The provisions of this clause do not apply to any Confidential information:
- 20.1.1 is or becomes available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - 20.1.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 20.1.3 was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - 20.1.4 the parties agree in writing is not confidential or may be disclosed;
 - 20.1.5 which is disclosed by the Authority on a confidential basis to any central government or regulatory body.
 - 20.1.6 which is required to be disclosed pursuant to Clause 20.4 below.
- 20.2 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- 20.2.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (**Permitted Purpose**); or
 - 20.2.2 disclose such Confidential information in whole or in part to any third party, except as expressly permitted by this clause 20.
- 20.3 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- 20.3.1 it consults the other party in advance and informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 20.3.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,
 - 20.3.3 and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 20.2.

- 20.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law (including under the FOIA or EIRs), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of its intent to make such disclosure as possible and provides an opportunity for the other party to make representations before deciding whether to disclose.
- 20.5 The provisions of this clause 20 shall survive for a period of 12 years from the Termination Date.

21. AUDIT

- 21.1 During the Term and for a period of 12 years after the Termination Date, the Supplier shall allow the Authority (acting by itself or through its Representatives) to access any of the Supplier's premises, systems, Supplier Personnel and relevant records as may reasonably be required to:
- 21.1.1 fulfil any legally enforceable request by any regulatory body;
 - 21.1.2 verify the accuracy of Charges or identify suspected fraud;
 - 21.1.3 review the integrity, confidentiality and security of any data relating to the Authority or any service users;
 - 21.1.4 Ensure that the arrangements between the Authority and the Supplier remain in compliance with the requirements of Regulation 12 of the Public Contracts Regulations 2015;
 - 21.1.5 review the Supplier's compliance with the Data Protection Legislation and the FOIA, in accordance with clause 19 (Data Protection) and clause 18 (Freedom of Information), and any other legislation applicable to the Services; or
 - 21.1.6 verify that the Services are being provided and all obligations of the Supplier are being performed in accordance with this Agreement.
- 21.2 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.
- 21.3 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 21.3.1 all information requested by the above persons within the permitted scope of the audit;
 - 21.3.2 reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
 - 21.3.3 access to the Supplier Personnel.
- 21.4 The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 21.5 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the

audit identifies a material failure by the Supplier to perform its obligations under this Agreement in any material manner in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

21.6 If an audit identifies that:

21.6.1 the Supplier has failed to perform its obligations under this Agreement, the provisions of clause 23 shall apply;

21.6.2 the Authority has overpaid any Charges, the Supplier shall pay to the Authority the amount overpaid within 28 days from the date of receipt of an invoice or notice to do so. The Authority may deduct the relevant amount from the Charges if the Supplier fails to make this payment; and

21.6.3 the Authority has underpaid any Charges, the Authority shall pay to the Supplier the amount of the underpayment within 28 days from the date of receipt of an invoice for such amount.

22. INTELLECTUAL PROPERTY

22.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property Rights created by the Supplier or Supplier Personnel:

22.1.1 in the course of performing the Services; or

22.1.2 exclusively for the purpose of performing the Services,

shall vest in the Authority on creation.

22.2 The Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

23. REMEDIATION PLAN PROCESS

23.1 Subject to Clause 23.2, if the Supplier is in default in complying with any of its obligations under this Agreement and unless the default is incapable of remedy, the Authority may not terminate this Agreement without first operating the Remediation Plan Process. If the Supplier commits such a default, the Authority shall give a Remediation Notice to the Supplier which shall specify the default in outline and the actions the Supplier needs to take to remedy the default.

23.2 The Authority shall be under no obligation to initiate the Remediation Plan Process if it issues a notice to terminate in the circumstances set out in clause 24.1.1, clause 24.1.4, clause 24.1.5 and clause 24.1.6.

23.3 Within 30 Business Days of receipt of a Remediation Notice, the Supplier shall:

23.3.1 submit a draft Remediation Plan, only if it is responsible for the matters which are the subject of the Remediation Notice; or

23.3.2 inform the Authority that it does not intend to submit a Remediation Plan, in which event the Authority shall be entitled to serve a Termination Notice.

23.4 The Authority shall either approve the draft Remediation Plan as soon as reasonably possible but in any event within 30 Business Days of its receipt pursuant to Clause

23.3.1, or it shall inform the Supplier why it cannot accept the draft Remediation Plan. In such circumstances, the Supplier shall address all such concerns in a revised Remediation Plan, which it shall submit to the Authority as soon as reasonably possible but in any event within 30 Business Days of its receipt of the Authority's comments. If no such notice is given, the Supplier's draft Remediation Plan shall be deemed to be agreed.

- 23.5 Once agreed, the Supplier shall promptly start work on the actions set out in the Remediation Plan.
- 23.6 If, despite the measures taken under clause 23.4, a Remediation Plan cannot be agreed within 30 Business Days then the Authority may elect to end the Remediation Plan Process and serve a Termination Notice.
- 23.7 If a Remediation Plan is agreed between the parties, but the Supplier fails to implement or successfully complete the Remediation Plan by the required completion date, the Authority may:
 - 23.7.1 terminate this Agreement by serving a Termination Notice;
 - 23.7.2 give the Supplier a further opportunity to resume full implementation of the Remediation Plan; or
 - 23.7.3 refer the matter for resolution under the Dispute Resolution Procedure.
- 23.8 If, despite the measures taken under clause 23.7, the Supplier fails to implement the Remediation Plan in accordance with its terms, the Authority may elect to end the Remediation Plan Process and refer the matter for resolution by the Dispute Resolution Procedure or serve a Termination Notice.
- 23.9 The Authority shall not be obliged to follow the Remediation Plan Process if there is a repetition of substantially the same default by the Supplier as had previously been addressed in a Remediation Plan within a period of 3 months following the conclusion of such previous Remediation Plan. In such event, the Authority may serve a Termination Notice.

24. TERMINATION

- 24.1 Without affecting any other right or remedy available to it, and subject to clause 23, the Authority may terminate this Agreement with immediate effect or on the expiry of the period specified in the Termination Notice by giving written notice to the Supplier if one or more of the following circumstances occurs or exists:
 - 24.1.1 if the Supplier is in material breach of this Agreement, which is irremediable;
 - 24.1.2 the parties fail to agree the Remediation Plan in accordance with the Remediation Plan Process;
 - 24.1.3 the Supplier fails to implement or successfully complete the Remediation Plan in accordance with the Remediation Plan Process;
 - 24.1.4 the circumstances referred to in clause 23.9 occur;
 - 24.1.5 if there is an Insolvency Event;
 - 24.1.6 if the Authority elects to terminate pursuant to clause 27.6;

- 24.1.7 the Authority reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.
- 24.2 Either party may, during the continuance of a Force Majeure Event, terminate this Agreement if the circumstances in clause 26.6 arise.
- 24.3 The Supplier may terminate this Agreement in the event that the Authority commits a Termination Payment Default by giving 30 days' written notice to the Authority. In the event that the Authority remedies the Termination Payment Default in the 30 day notice period, the Supplier's notice to terminate this Agreement shall be deemed to have been withdrawn.

25. TERMINATION ON NOTICE

Without affecting any other right or remedy available to it, the Authority may terminate this Agreement at any time by giving 12 months' written notice to the Supplier.

26. FORCE MAJEURE

- 26.1 Subject to the remaining provisions of this clause 26, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 26.2 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 26.3 The Affected Party shall:
- 26.3.1 as soon as reasonably practicable after the start of the Force Majeure Event but not later than 7 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- 26.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 26.4 If the Supplier is the Affected Party, it shall not be entitled to claim relief to the extent that the consequences of the relevant Force Majeure Event should have been foreseen and prevented or avoided by a prudent provider of service similar to the Services.
- 26.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 26.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving 12 weeks' notice to the Affected Party.

27. PREVENTION OF BRIBERY

- 27.1 The Supplier represents and warrants that neither it, nor any Supplier Personnel:

- 27.1.1 has committed a Prohibited Act;
- 27.1.2 to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
- 27.1.3 has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 27.2 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 27.1 at the relevant time.
- 27.3 The Supplier shall (and shall procure that its Supplier Personnel shall) during the Term:
 - 27.3.1 not commit a Prohibited Act;
 - 27.3.2 not do or omit to do anything that would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
 - 27.3.3 have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
 - 27.3.4 notify the Authority (in writing) if it becomes aware of any breach of clause 27.3.1 or clause 27.3.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Agreement.
- 27.4 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this Agreement and the steps taken to comply with its obligations under clause 27.3.
- 27.5 The Supplier shall allow the Authority and its third party representatives to audit any of the Supplier's records and any other relevant documentation in accordance with clause 21.
- 27.6 If the Supplier is in default under this clause 27 the Authority may by notice:
 - 27.6.1 require the Supplier to remove from performance of this Agreement any Supplier Personnel whose acts or omissions have caused the default; or
 - 27.6.2 immediately terminate this Agreement.
- 27.7 Any notice served by the Authority under clause 27.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Agreement shall terminate).

28. CONSEQUENCES OF TERMINATION OR EXPIRY

- 28.1 On the expiry of the Term or if this Agreement is terminated for any reason, the provisions of the Exit Management Plan shall come into effect and the Supplier shall

co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier.

- 28.2 On termination or expiry of this Agreement and on satisfactory completion of the Exit Management Plan (or where reasonably so required by the Authority before such completion) the Supplier shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered to the Authority forthwith and the Supplier Authorised Representative or Chief Executive Officer shall certify full compliance with this clause.
- 28.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including clause 4.3 (provision of records), clause 2.5 (Indemnities), clause 16 (Limitation of Liability), clause 17 (Insurance), clause 18 (Freedom of Information), clause 19 (Data Processing), clause 20 (Confidentiality), clause 21 (Audit) and this clause 28 (Consequences of termination), shall remain in full force and effect.
- 28.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

29. WAIVER

- 29.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 29.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

30. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

31. SEVERANCE

- 31.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 31.2 If any provision or part-provision of this Agreement is deemed deleted under clause 31.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

32. NO PARTNERSHIP OR AGENCY

- 32.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party, except where expressly contemplated by this Agreement.
- 32.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

33. THIRD PARTY RIGHTS

- 33.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

34. ASSIGNMENT AND OTHER DEALINGS

- 34.1 The Authority may in the event of local government reorganisation but not further or otherwise transfer or novate its obligations under this Agreement without the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed), provided that it gives prior written notice of such dealing to the Supplier.
- 34.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed).

35. PUBLICITY

- 35.1 The Supplier shall not except where agreed with the Authority:
- 35.1.1 make any press announcements or publicise this Agreement or its contents in any way; or
- 35.1.2 use the Authority's name or logo in any promotion or marketing or announcement of orders,
- except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

36. NOTICES

- 36.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:
- 36.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 36.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):
- (a) Party 1: karen.hanson@bolsover.gov.uk.
- (b) Party 2: grant.galloway@bolsover.gov.uk.
- 36.2 Any notice shall be deemed to have been received:
- 36.2.1 If delivered by hand, at the time the notice is left at the proper address;
- 36.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or.
- 36.2.3 if sent by email, at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when Working Hours resume.

- 36.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

37. ENTIRE AGREEMENT

- 37.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 37.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall not have any remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 37.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

38. VARIATION

Subject to clause 13, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their Authorised Representatives).

39. COUNTERPARTS

- 39.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this Agreement, but all the counterparts shall together constitute the one agreement.

40. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

41. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this document has been executed and delivered on the date first stated above.

Executed as a deed by affixing) Seal
the common seal of)
BOLSOVER DISTRICT COUNCIL)
)
)
in the presence of)
)
.....)
Authorised signatory)

Executed as a deed by)
DRAGONFLY MANAGEMENT (BOLSOVER))
LIMITED)
acting by)
a director, in the presence of) **Director**

Signature:
Name of witness:
Address:

Occupation of witness:

SCHEDULE 1 – SPECIFICATION

This schedule comprises of three parts outlining Service to be delivered on behalf of the Authority which covers Property Services, Repairs and Maintenance and Business Growth Services.

PART 1 – PROPERTY SERVICES Property Services delivers construction, maintenance, and repair activities on behalf of the Authority. Capital Projects manages capital programmes for the HRA. Engineering Services is responsible for drainage, engineering services and infrastructure. Facilities Management delivers the maintenance and capital programmes for corporate premises. Each team is assisted by Business Support which provides financial management, customer and contractor interface, job allocation and meeting co-ordination.

The scope of this service includes:

- Managing asset data to inform capital improvement schemes across the Authority's affordable housing properties
- Undertaking capital repairs schemes across Authority's affordable housing properties
- Delivering major housing welfare adaptations to the Authority's affordable housing properties
- Delivering major repairs to the Authority's affordable housing properties
- Inputting into the Authority's HRA business plan
- Undertaking commercial and residential consultancy work for external clients
- Providing corporate buildings that are compliant and meet the needs of the services that use them
- Ensuring corporate assets underpin corporate priorities and provide value for money
- Maintaining Council let assets in accordance with tenant's/customer requirements
- Undertaking capital works projects to corporate assets
- Managing drainage services including drain clearance and repairs
- Inspection and making safe of dangerous structures across Bolsover District when requested by Building Control
- Managing and repairing closed churchyards, bus shelters, roadside seats, streetlights, street nameplates and pedestrian/vehicular bridges and other Council infrastructure
- Civil engineering projects
- Engineering consultation for planning applications

PART 2 - REPAIRS AND MAINTENANCE SERVICES

To deliver a high-quality customer focused repair and maintenance service for customers and maintain properties in a good state of repair. This includes budget management for the Authorities housing stock in respect of repairs and improvement. In providing a high-quality service the following outlines what will be provided;

SCOPE

- Void property refurbishment to the Authority's lettable standard (dated November 2018), within agreed budget and target timescales
- Responsive repairs on a day to day basis, completed within agreed target timescales according to priority and to comply with Right to Repair legislation
- Planned repairs on a day to day basis, completed within agreed target timescales according to priority and comply with Right to Repair legislation.
- Cyclical servicing of heating systems (Gas / Solid Fuel / Heat Interface Units / Air Source & Ground Source systems), fire sprinkler systems, and electrical installations ensuring compliance with current legislation.
- Carry out property inspection surveys for disrepair and building defects.
- Management of Asbestos within the Authority's Housing Stock
- Implementation of the Authority's tenant improvement policy and procedures, and tenant recharge policy.
- Working with the Authority to continually improve service delivery seeking innovation and transformation, including use of technology.
- Provision of out of hours emergency repairs service assisting the Authority's Central Control and community enforcement team to ensure tenants safety.
- Provision of repair diagnostic software to assist tenants when reporting repairs to the Authority's Contact Centres, Central Control, and via the Authority's website.

PART 3 – BUSINESS GROWTH SERVICES

Business Growth is essential for delivering the Authority's vision of becoming a dynamic, self-sufficient and flexible Authority that delivers excellent services, whilst adapting to local aspirations and acting as the economic and environmental driver for Bolsover District.

This service will provide two key functions which aim to stimulate growth and investment: Commercial Property and Business Growth.

COMMERCIAL PROPERTY AND ESTATES SERVICES ("COMMERCIAL PROPERTY")

SCOPE

The Service delivers asset, tenancy, and financial management activities. It is responsible for the strategic direction and business planning of the Council's commercial assets, including new acquisitions, leases and licences. It delivers a service which directly contributes to the positive financial position of the Council through income generation and reducing the liabilities of the commercial stock through bringing operational efficiencies to the Service. Officers contribute to the drafting of the strategies and policies associated with the effective management of the commercial property portfolio, and manage the day-to-day activities across the assets to ensure both tenant and landlord compliance with statutory legislation.

The scope of the service includes, but is not limited to:

- Acting as the principal point of contact for all commercial property and asset enquiries on behalf of the Council.
- Ensuring effective implementation of the commercial asset strategies and policies, including the Authority's acquisitions and disposals strategy.
- Delivering an effective and efficient tenancy management service, including statutory compliance, lease management for tenant covenants, debtor account management and periodic inspections.
- Implementing working practices to ensure due diligence / financial checks are undertaken and negotiating best value for the Landlord to best protect the Council when undertaking new property transactions.
- Proactive debt management, including the recharge and recovery of all debtor charges, legal action, forfeiture and recovery through the Courts.
- The feasibility and business planning for new commercial property developments. The feasibility and business planning for strategic investment / improvements to the existing commercial assets.
- The 'Client' lead on behalf of the Council for the capital construction of new commercial developments

ECONOMIC DEVELOPMENT

The Economic Development Team facilitates the growth and investment in economic, social, and environmental regeneration across the District. It is responsible for the strategic direction of the Growth Strategy, Tourism Strategy and Business Engagement Strategy and their associated action plans to bring about meaningful growth and investment. It represents the Council across local, regional and national committees as lead for economic growth, and works with national partners to facilitate inward investment enquiries, accelerating the delivery of strategic employment sites identified within the Local Plan. The Service delivers a variety of grant funded business support programmes, responsive to the needs of the business community, to facilitate growth and investment in pre-start, start-up, SME and growth industries to boost employment and the economic well-being of residents.

SCOPE

The scope of the service will include, but is not limited to:

- Formulating, delivering, and monitoring the Growth, Tourism, and Business Engagement Strategies on behalf of the Council.
- Delivery of activities and actions as set out in the growth, tourism, and business engagement strategies.
- Promotion of the district as a destination to residents, businesses, and visitors in order to change the perception of the district and encourage more local 'on your doorstep' activities to encourage and promote a pride of place.
- Accelerating economic growth through facilitating inward investment enquiries, engaging with local, regional, and national partners to best support relocation into the district and/or the development of strategic employment sites as identified within the Local Plan.

- Working with developers and businesses, individuals, and education providers (colleges, universities) to improve the skills of the population through formulating Employment and Skills Plans through the planning application process.
- Act as the district's representative for economic development at local, regional, and national committees and groups, including on the MCCA sub-groups / committees, as lead for economic growth, regeneration, place, tourism and visitor economy, economic policy.
- Leading on the formulation of funding applications and securing external funding which deliver the economic, social and environmental ambitions for growth across the district.
- The management, administration, and monitoring of any internal, external or allocated grant funding, where the grant funding will directly / indirectly contribute to a positive economic, social or environmental impact.
- Engagement and working with the further and higher education providers (colleges and universities) to better meet employer demand for a skilled workforce and upskilling the same to meet future demand in new and emerging industries.
- To work with Local Visitor Economy Partnership (Visit Peak District Derbyshire and Derby) and Visit England to promote the offer and raise the profile of the district as an emerging tourist destination.
- The feasibility and business planning for strategic investment in new commercial developments.
- The 'Client' lead on behalf of the Council for the capital construction of new commercial developments.

SCHEDULE 2 - PERFORMANCE REGIME

PART 1 - KPIS

1. THE KPIS

1.1. The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table.

KPI Description	Method of calculating service delivery/ measurement period	Target KPI	Comments / Action
Minor voids	Average time taken to complete works (calendar days) from receiving keys to handing back to Housing Management for reletting	30 Days	
Major voids	Average time taken to complete works (calendar days) from receiving keys to handing back to Housing Management for reletting	60 days	
Gas and solid fuel appliance servicing	Annual programme	100%	
Repairs - New TSM RP02 - Repairs completed within target timescale provides for. 1. Non-emergency repairs 2. Emergency repairs This is across all works including any contractors, but does not include Planned or Cyclical works	Responsive (emergency) repairs completed to target	1. Emergency 90% 2. Non Emergency 80%	
Tenant satisfaction with repair (%)	Job Completion as produced by total Mobile	80%	
Tenant satisfaction with standard of home improvement (capital programme)	Tenant Form's completed	90% satisfied	
% of properties non-decent? (TSM RP01)	Stock Condition Survey	100%	This KPI will be determined once the survey is completed to inform

			base line and inform level of work required.
Number of properties made decent during reporting period?		% of decent and % which have been made decent	This KPI will be determined once the survey is completed to inform base line and inform level of work required.
Domestic Compliance against 1. Fire 2. Asbestos 3. Water Safety 4. Lifts (TSM BS02-05)	As per programme for that year.	100 %	
Asset management	Revenue spend	An annual approved programme by end of Q1 some examples could include 1. Welfare including Wet Room Adaptions 2. Decorating Programme 3. Asbestos Management 4. Voids Cleaning 5. Replacement Boilers 6. Gas Services 7. Solid Fuel 8. Emergency Repairs	
Asset management	Capital spend	1. An annual approved programme by end of Q1 some examples could include Welfare Adaptions 2. External Wall Insulation 3. Electrical Upgrades	

		4. Ext Door Replacements 5. Heating 6. Unforeseen works 7. Kitchen Contract 8. Soffit & Facias 9. Roof Replacement 10. Flat roof replacement 11. Bramley Vale 12. Void wet rooms 13. Safe & Warm scheme	
Domestic Blocked drains cleared	1 working day	90%	
Bolsover Homes	Building programme	Delivery to agreed client specification	
Facilities	Statutory compliance on properties DF responsible for including Commercial Properties in respect of Asbestos, Fire and Legionella	100% of agreed properties	
Facilities	PAT testing carried out to all equipment available for testing	100%	Budget review may also be required for future years
Facilities Management	No of working days to respond to matters: 1. 1 day for urgent 2. 3 days non urgent 3. 10 days regular maintenance	100%	
Engineering-	Attend dangerous structures within 1 working day. when requested by DBCP (DBCP are the district lead on dangerous structures)	100%	
New Builds	Attend to defects and tenant operating queries within 2 working days	100%	

The Supplier shall monitor its performance against each Target KPI and shall send the Authority a report detailing the Achieved KPIs in accordance with Schedule 4.

PART 2 - PERFORMANCE MANAGEMENT FRAMEWORK

The Supplier confirms that it will comply with the following performance management process in its provision of Services in accordance with this agreement. Provided that the below is adjusted each year according to the Authority's reasonable approved programme.

Authority Governance

	Attendees	Frequency	Nature	Escalation / Reporting Route
Finance & Corporate Overview Scrutiny Committee	Supplier: Senior Representative Authority: Chief Executive Officer, Statutory Officers with relevant Directors	Quarterly	Scrutiny of the performance of the Authority, limited to the work that Supplier undertakes for the Authority, with opportunity to discuss performance challenges with relevant directors (as required)	Shareholder Board Authority Referrals to other committees as required.
Dragonfly Shareholder Board	Authority: Chief Executive Officer, Statutory Officers with relevant Directors, Client Programme Manager Client Programme Manager and nominated Portfolio holders Other key Officers when requested including a Senior Representative Dragonfly Developments Limited and Dragonfly Management (Bolsover) Limited	Monthly (Reviewed Frequently)	This group will oversee the delivery of the Authority's wholly owned Group of Companies Dragonfly Developments Limited and Dragonfly Management (Bolsover) Limited	Authority

Growth Scrutiny	Supplier: Chief Executive Officer Authority: Chief Executive Officer	Annually With updates to be received as per the Committee workplan,	Scrutiny of performance	Shareholder Board Authority
Housing Stock Management	Supplier: Operational and Finance Directors Authority: Assistant Director of Housing Management and Enforcement	Monthly	Oversee delivery of the approved Asset Management Capital spend, with opportunity to discuss performance challenges with relevant directors (as required). This also includes compliance on Fire, Asbestos, Water Safety & Lifts.	Shareholder Board Authority Referrals to other committees as required.

Contract Governance

	Attendees	Frequency	Nature	Escalation / Reporting Route
Joint Working Group	Supplier: CEO, Operational and Finance Directors Authority: Chief Executive Officer, Statutory Officers with relevant Directors and Client Programme Manager	Monthly (Reviewed Frequently)	To deliver the Authority' s ambitions to generate income from its housing, commercial and regeneration activities. Oversee and maintain appropriate management, governance, due diligence, legal, performance monitoring, operations, and reporting of each company in accordance with the Business Case.	Shareholder Board Annual Report to Authority

			<p>Contribute to the delivery of the Authority Objectives in accordance with the Business Plans.</p> <p>Support strategic objectives and significant decisions of the Authority by overseeing delivery of the Business case and Business Plans</p>	
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SCHEDULE 3 - CHARGES AND PAYMENT

1. CALCULATION OF THE CHARGES

- 1.1. A budgetary allocation for the Supplier shall be calculated by the parties annually as part of the Authority's annual budget setting process. This budget setting process shall take place in January of each year.
- 1.2. Following the finalisation of the annual budget, the Supplier will then invoice the Authority for Services to be provided on a quarterly basis, in advance.
- 1.3. The Authority will then pay the invoiced amounts from the budgetary allocation for the Services.

2. CHARGES .

Service	Year 1 budget	Future budgets
Property Services	To be agreed annually plus any in year additional grant funding and associated match funding awarded to/by the Authority for the delivery of the Services as set out in Schedule 1.	Such number as communicated to the Supplier following agreement of the Council's internal budget setting process, together with any additional grant funding awarded to/by the Authority for the delivery of the Services as set out in Schedule 1.
Repairs and Maintenance Services	To be agreed annually plus any in year additional grant funding and associated match funding awarded to/by the Authority for the delivery of the Services as set out in Schedule 1.	Such number as communicated to the Supplier following agreement of the Council's internal budget setting process, together with any additional grant funding awarded to/by the Authority for the delivery of the Services as set out in Schedule 1.
Business Growth Services	To be agreed annually plus any in year additional grant funding and associated match funding awarded to/by the Authority for the delivery of the Services as set out in Schedule 1.	Such number as communicated to the Supplier following agreement of the Council's internal budget setting process, together with any additional grant funding awarded to/by the Authority for the delivery of the Services as set out in Schedule 1.

SCHEDULE 4 - CONTRACT MANAGEMENT

1. AUTHORISED REPRESENTATIVES

1.1. The Authority's initial Authorised Representatives

Karen Hanson	(CEO Bolsover District Council)
Theresa Fletcher	(Service Director of Finance and Section 151 Officer)
Jim Fieldsend	(Service Director Corporate and Legal Services and Monitoring Officer)
Victoria Dawson	(Assistant Director of Housing Management and Enforcement)
Jess Clayton	(Client Relationship and Programme Manager)

1.2. The Supplier's initial Authorised Representatives

Grant Galloway	(CEO, Dragonfly Management (Bolsover) Limited)
Ian Barber	(Director, Dragonfly Management (Bolsover) Limited)
Chris Fridlington	(Director, Dragonfly Management (Bolsover) Limited)

2. KEY PERSONNEL

Karen Hanson	(CEO Bolsover District Council and Dragonfly Group Sponsor)
Grant Galloway	(CEO of Dragonfly Management (Bolsover) Limited)

3. SAFEGUARDING – FOLLOWING AUDIT

Pam Brown	(Lead Officer: BDC Service Director for Executive, Corporate Services and Partnerships)
Catherine Platts	(Point of contact: Contracts Administrator and Building Surveyor, Dragonfly Management (Bolsover) Limited)
Andy Clarke	(Point of contact: Operational Repairs Manager, Dragonfly Management (Bolsover) Limited)

4. REPORTS

4.1 Reports to be received when requested by Authorised Representatives.

Frequency	Report
Monthly	<ol style="list-style-type: none"> Information to be made available within 5 working days of the end of the month <ul style="list-style-type: none"> Breakdown of cash received Breakdown of rents charged and other debits during the month with cumulative balance outstanding Aged debtors report consistent with cumulative position advised above. Forecasts of revenue expenditure to contribute to the forecasts submission as per the Authority's monitoring timetable. Actuals & forecasts of capital expenditure to contribute to the forecast submission as per the Authority's monitoring timetable. Invoice for temporary accommodation, capital funding and any other items over the fee to be received with supporting documentation at least 10 working days before the due date. Performance outcomes against the Annual Delivery Plan, Commitments Plan and other contractual and or regulatory requirements (e.g. Care Quality Commission) relating to services commissioned by the Authority. Schedule of intercompany income, expenditure, debtors and creditors with a reconciliation to the Authority's figures by the end of the following month (e.g. transactions and reconciliation to the end of April to be received by end of May)
Quarterly	<ol style="list-style-type: none"> At the end of each quarter within 5 working days at the end of the quarter. <ul style="list-style-type: none"> Schedule of Right to Buy sales Narrative for quarterly performance Schedule of completions Schedule of bad write off for authorisations Profile of decants within 10 working days of the end of the quarter. Schedule of bad debt write offs in excess of £50 and up to £5,000 together with a draft DPR for authorisation by the CEO by the end of the month following the quarter end.
Annually	<ol style="list-style-type: none"> Financial Plan for all key business activities funded by both HRA and General Fund with clear lines of expenditure.

	<ul style="list-style-type: none"> 11. Stock numbers, average rents and estimated costs to contribute to producing HRA budgets as per the Authority's budgets timetable. 12. Breakdown of capital expenditure for financial year including a detailed listing of accruals as per the Authority's closing timetable. 13. Delivery report and reconciliation against asset management strategy with revised timetable and financial plan if required. 14. Annual Report / Business Plan and any other topics. 15. Each Dragonfly Company shall prepare a draft set of accounts in line with the timetable provided by the Authority in March each year, these will then be presented at the next Joint Working Group meeting. 16. Each Dragonfly Company shall provide a set of audited accounts as soon as practicable and at the latest by 3 months after the end of the relevant financial year. Again, these will then be presented at the next Joint Working Group meeting. 17. Capital Bids in line with dates advised in the budget timetable.
Ad hoc	<ul style="list-style-type: none"> 18. Number /value of Right to Buy applications and completions for HRA model forecasting. 19. Provide supporting information in response to audit requests e.g. sample transactions within 24 hours of receiving the request.

SCHEDULE 5 - CHANGE CONTROL

1. GENERAL PRINCIPLES

- 1.1. Where the Authority or the Supplier sees a need to change this Agreement, the Authority may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this Schedule 5.
- 1.2. Until such time as a Change is made in accordance with the Change Control Procedure, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms before such Change.
- 1.3. Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4. Any work undertaken by the Supplier and the Supplier Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 5, shall be undertaken entirely at the expense and liability of the Supplier.

2. PROCEDURE

- 2.1 Discussion between the Authority and the supplier concerning a change shall result in any one of the following:
 - 2.1.1 No further action being taken; or
 - 2.1.2 A request to change this agreement by the Authority; or
 - 2.1.3 A recommendation to change this agreement by the supplier.
- 2.2 Where a written request for a change is received from the Authority, the supplier shall, unless otherwise agreed, submit two copies of a change control note signed by the supplier to the Authority within three weeks of the date of the request.
- 2.3 A recommendation to amend this agreement by the supplier shall be submitted directly to the Authority in the form of two copies of a change control note signed by the supplier at the time

of such recommendation. The Authority shall give its response to the change control note within three weeks.

2.4 Each change control note shall contain:

- 2.4.1 the title of the Change;
- 2.4.2 the originator and date of the request or recommendation for the Change;
- 2.4.3 the reason for the Change;
- 2.4.4 full details of the Change, including any specifications;
- 2.4.5 the price, if any, of the Change;
- 2.4.6 a timetable for implementation, together with any proposals for acceptance of the Change;
- 2.4.7 a schedule of payments if appropriate;
- 2.4.8 details of the likely impact, if any, of the Change on other aspects of this Agreement including:
 - a) the timetable for the provision of the Change;
 - b) the personnel to be provided;
 - c) the Charges;
 - d) the Documentation to be provided;
 - e) the training to be provided;
 - f) working arrangements;
 - g) other contractual issues;
 - h) the date of expiry of validity of the Change Control Note; and
 - i) provision for signature by the Authority and the Supplier.
- 2.4.9 For each Change Control Note submitted by the Supplier the Authority shall, within the period of the validity of the Change Control Note:
 - a) allocate a sequential number to the Change Control Note; and
 - b) evaluate the Change Control Note and, as appropriate:
 - c) request further information;
 - d) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or
 - e) notify the Supplier of the rejection of the Change Control Note.
- 2.4.10 A Change Control Note signed by the Authority and by the Supplier shall constitute an amendment to this Agreement.

SCHEDULE 6 - BENCHMARKING

1. Interpretation

1.1 The definitions in this paragraph apply in this schedule.

1.2 Benchmark Review: a review required by the Authority in accordance with this Schedule 6.

Benchmarked Services: the Services taken as a whole.

Best Value: as defined in Section 3 of the Local Government Act 1999.

2. The Authority may, by written notice, require a Benchmark Review of the Services in accordance with the provisions of this Schedule 6. The first Benchmark Review may not take place until at least 18 months after the Commencement Date and each subsequent Benchmark Review must be at least 12 months after the previous one.

3. If any Benchmark Review determines that the Charges do not represent Best Value, in line with the Authority's statutory duties, then the Supplier shall, in accordance with Schedule 5 (Change Control) and within three months of completion of the Benchmark Review, make a proposal for a changes to the Services, with Charges representing Best Value, under which there will be a new Initial Term, and modifications may be made to the Services and the KPIs.

4. On receipt of the proposal from the Supplier under paragraph 3 the Authority shall have the option to:

4.1 accept the new proposal in which case the Parties shall record the change

4.2 reject the proposal and elect to continue to receive the Services on the existing basis; or

4.3 reject the proposal and terminate this Agreement on six months' notice in writing to the Supplier without cost other than the Charges up to the date of such termination.

5. The purpose of the Benchmark Review shall be to establish whether the Services as a whole provide for Best Value, in line with the Authority's statutory duties.

SCHEDULE 7 - EXIT MANAGEMENT

1. EXIT MANAGEMENT

- 1.1. In the event of termination of this Agreement for whatever reason the Supplier shall procure the transfer to the Authority of any rights or title it may in assets transferred to the Supplier by the Authority to deliver the Services or used solely for the delivery of the Services. the Supplier shall at the Authority's option procure the novation or assignment to the Authority of the benefit of any contracts entered into with third parties for the delivery of the Services.
- 1.2. During the final six months of the Term or during the notice period specified in clause 26 of this Agreement where a notice has been served, and for the period of three months following end of the term or termination of this Agreement (as the case may be) the Supplier shall fully cooperate with the Authority to ensure a smooth transfer of responsibility to the incoming service provider. In the event of termination of the Agreement, for whatever reason, the Supplier shall comply with the provision of Schedule 8.

SCHEDULE 8 - TUPE AND PENSIONS

1. Terms are defined below

2. RELEVANT TRANSFER

- 2.1. The Council and the Contractor agree that the following events:

- 2.1.1. The Commencement Date; and

- 2.1.2. Where the indemnity of a provider (including the Council) of any services which constitute the Services in whole or in part is changed whether in anticipation of changes pursuant to this Agreement or not;

Shall constitute a Relevant Transfer and that the contracts of employment of any Relevant Employees shall have effect (subject to Regulation 4(7) of TUPE) thereafter as if originally made between those employees and the new Contractor or a Sub-Contractor expect (but without prejudice to section [x] below) insofar as such contracts relate to those parts of an occupational pension scheme relating to the old age, invalidity and survivors' benefits. On the occasion of a Relevant Transfer (save on expiry or termination of this Agreement) the Contractor shall procure that any former and any new Sub-Contractor shall comply with their obligations under TUPE.

- 2.2. The Council shall comply with its obligations and shall use its reasonable endeavours to procure that the Existing Contractor complies with its obligations under TUPE in respect of each Relevant Transfer pursuant to this Agreement, and the Contractor shall comply with (and shall procure that any Sub-Contractor shall comply with) its obligations under TUPE (including without limitation the obligation under Regulation 13(4) of TUPE) in respect of each Relevant Transfer pursuant to this Agreement. The Council and the Contractor shall each indemnify the other against any Direct Losses sustained as a result of any breach of this paragraph 1.2 by the party in default SAVE THAT there shall be no obligations under Regulation 13 of TUPE, or any award of compensation under Regulation 15 where such failure arises from the failure of the Contractor or Sub-Contractor to comply with tis or their duties under Regulation 13 of TUPE.

2.3. Emoluments and Outgoings

- 2.3.1. The Existing Contractor shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Relevant Employees transferring from its employment, including without limitation all wages, holiday pay, bonuses, commissions, payment of PAYE, national insurance contributions, pension contributions and otherwise, up to the Commencement Date.

- 2.3.2. The Contractor shall be responsible for (or shall procure that any relevant Sub-Contractor is responsible for) all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees and any other person who is or will be employed or engaged by the Contractor or any Sub-Contractor in connection with the provision of the Services, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the Commencement Date.

2.4. Union Recognition

- 2.4.1. The Council shall (and shall procure if it has the contractual or legal powers to do so and shall otherwise use all reasonable endeavours to procure that every relevant Sub-Contractor of the Employer shall) supply to the Contractor no later than 5 Business Days prior to the Commencement Date true copies of its union recognition agreement(s) and the Contractor shall (or shall procure that any Sub-Contractor shall) in accordance with TUPE recognise the trade unions representing Transferring Employees (as relevant to each Sub-Contractor) after the transfer to the same extent as they were recognised by the Employer or the relevant Sub-Contractor before the Commencement Date.

- 2.5. The Contractor shall procure that, on each occasion on which the identity of any Sub-Contractor changes pursuant to this Agreement, in the event that there is a Relevant Transfer, the new Sub-Contractor shall in accordance with TUPE recognise the trade unions representing the employees whose contracts of employment transfer to a new Sub-Contractor, to the same extent as they were recognised before the change of identity of the Sub-Contractor in respect of the provision of the Services.

2.6. Indemnities

- 2.6.1. The Council shall indemnify and keep indemnified in full the Contractor (for itself and for the benefit of each relevant Sub-Contractor) against all Direct Losses incurred by the Contractor or any relevant Sub-Contractor in connection with a Relevant Transfer as a result of:

2.6.1.1. A breach by the Council of its obligations under paragraph 2.2 above;

2.6.1.2. Subject to paragraph 2.2 any claim or demand by any Relevant Employee arising out of the employment of any Relevant Employee provided that this arises from any act, fault or omission of the Council in relation to any Relevant Employee prior to the Relevant Transfer Date (save where such act, fault or omission arises as a result of the Contractor's or any relevant Sub-Contractor's failure to comply with Regulation 13 of TUPE) and any such claim is not in connection with the Relevant Transfer.

- 2.7. The Contractor shall indemnify and keep indemnified in full the Employer, and at the Council's request each and every service provider who shall provide any service equivalent to any of the Services after expiry or earlier termination of this Contract ("Future Contractor") against:

2.7.1. All Direct Losses incurred by the Council or any Future Contractor in connection with or as a result of any claim or demand against the Council or any Future Contractor by any person who is or has been employed or engaged by the Contractor (or any Sub-Contractor) in connection with the provision of any of the Services where such claim arises as a result of any act, fault or omission of the Contractor and/or any Sub-Contractor after the Commencement Date;

2.7.2. All Direct Losses incurred by the Council or any Future Contractor in connection with or as a result of a breach by the Contractor of its obligations under paragraph above; and

2.7.3. All Direct Losses incurred by the Council or any Future Contractor in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Contractor and/or any Sub-Contractor in respect of all or any of the Relevant Employees) arising from or connected with any failure by the Contractor (and/or any Sub-Contractor) to comply with any legal obligation to such trade union, staff association or other employee representative whether under Regulations 13 or 14 of TUPE or any award of compensation under Regulation 15 of TUPE, under the Directive or otherwise and, whether any such claim arises or has its origin before or after the date of the Commencement Date.

- 2.8. The Contractor shall indemnify and keep indemnified in full the Council, against all Direct Losses incurred by the Council in connection with or as a result of:

2.8.1. The change of identity of employer to the Contractor (or any Sub-Contractor) occurring by virtue of TUPE being significant and detrimental to any of the Relevant Employees or to any person who would have been a Relevant Employee but for their resignation (or decision to treat their employment as terminated under Regulation 4(9) of TUPE) on or before the Commencement Date as a result of the change in employer, and whether such claim arises before or after the Commencement Date;

2.8.2. Any proposed or actual change by the Contractor (or any Sub-Contractor) to the Relevant

Employees' working conditions, terms or conditions or any proposed measures of the Contractor (or the relevant Sub-Contractor) which are to any of the Relevant Employee's material detriment or to the material detriment of any person who would have been a Relevant Employee but for their resignation (or decision to treat their employment as terminated under Regulation 4(9) of TUPE) on or before the Commencement Date as a result of any such proposed changes or measures, and whether such claim arises before or after the Commencement Date; and

2.8.3. Any claim arising out of any misrepresentation or misstatement whether negligent or otherwise made by the Contractor (or any Sub-Contractor) to the Relevant Employees or their representatives whether before on or after the Commencement Date and whether liability for any such claim arises before on or after the Commencement Date.

2.8.4. For the avoidance of doubt, the indemnities in paragraphs 1.5.2 and 1.5.3 shall not apply to the extent that the claim arise from a wrongful act or omission of the Council.

2.9. Provision of Details and Indemnity

2.9.1. The Contractor shall immediately upon request by the Employer provide to the Employer details of any measures which the Contractor or any Sub-Contractor envisages it or they will take in relation to any employees who are or who will be the subject of a Relevant Transfer, and if there are no measures, confirmation of that fact, and shall indemnify the Employer against all Direct Losses resulting from any failure by the Contractor to comply with this obligation.

3. RETENDERING

3.1. Dragonfly Management (Bolsover) Limited (and shall procure that any sub-contractor shall) within the period of twelve (12) months immediately preceding the Termination Date or as consequence of the service of notice to terminate the Contract early in accordance with its terms or as a result of the Council notifying Dragonfly Management (Bolsover) Limited of its intention to retender this Agreement:

3.1.1. On receiving a written request from the Council provide in respect of any person engaged or employed by Dragonfly Management (Bolsover) Limited or any sub-contractor in the provision of the Services (the "Assigned Employees") full and accurate details regarding the identity, number, age, sex, length of service, job title, grade and terms and conditions of employment of any other matters affecting each of those Assigned Employees who it is expected, if they remain in the employment of Dragonfly Management (Bolsover) Limited (or of sub-contractor) until immediately before the Termination Date, would be Returning Employees (the "Retendering Information")

3.1.2. Provide the Retendering Information promptly and at no cost to the Council;

3.1.3. Notify the Council forthwith in writing of any material changes to the Retendering Information promptly as and when such changes arise;

3.1.4. Be precluded from making any material increase or decrease in the numbers of Assigned Employees other than in the ordinary course of business and with the Council's prior written consent (such consent not to be unreasonably withheld or delayed)

3.1.5. Be precluded from making any increase in the remuneration or other change in the terms and conditions of the Assigned Employees other than in the ordinary course of business and with the Council's prior written consent (such consent not to be unreasonably withheld or delayed) and;

3.1.6. Dragonfly Management (Bolsover) Limited shall, and shall keep indemnified in full, the Council against all Direct Losses arising from any claim by any party as a result of Dragonfly Management (Bolsover) Limited (or sub-contractor) failing to provide or promptly to provide the Council with any Retendering Information and /or employee

Liability Information or as a result of any material inaccuracy on, or omission, from the Retendering Information to the extent that such information was originally provided to Dragonfly Management (Bolsover) Limited by the Council and was materially inaccurate or incomplete when provided.

4. TERMINATION OF AGREEMENT

- 4.1. On the Termination Date or earlier termination of this Agreement, the parties agree that it is their intention that TUPE shall apply in respect of the provision thereafter of any service equivalent to any of the Services but the position shall be determined in accordance with the law as the Termination Date or earlier termination date and this paragraph 2.1 is without prejudice of such determination.
- 4.2. For the purpose of this Schedule 8 "Returning Employees" shall mean those employees wholly or mainly engaged in the provision of the Services as the case may be as immediately before the Termination Date whose employment transfers to the Council or a Future Service Provider pursuant to TUPE. Upon termination of this Agreement for whatever reason (such date being termed the "Return Date") the provisions of this paragraph 2.2 will apply;
 - 4.2.1. Dragonfly Management (Bolsover) Limited shall, or shall procure that, all wages, salaries and other benefits of the Returning Employees and other employees or former employees of Dragonfly Management (Bolsover) Limited or any sub-contractor who has been engaged in the provision of the Service and all PAYE tax deductions and national insurance contributions relating thereto in respect of the employment of the Returning Employees and such other employees or former employees of Dragonfly Management (Bolsover) Limited (or sub-contractor) up to the Return Date are satisfied.
- 4.3. Without prejudice to paragraph 2.2.1;
 - 4.3.1. Dragonfly Management (Bolsover) Limited shall remain (and procure that any subcontractor shall remain) responsible for all Dragonfly Management (Bolsover) Limited (or sub contractors) employees (other than the Returning Employees) on or after the expiry or termination of this Agreement and shall indemnify the Council and any Future Service Provider against all Direct Losses incurred by the Council or Future Service Provider resulting from any claim whatsoever, whether arising before on or after the Return Date by or on behalf of any Dragonfly Management (Bolsover) Limited or sub-contractors employees who do not constitute the Returning Employees.
 - 4.3.2. The Council shall ensure or shall procure that all wages, salaries and other benefits of the Returning Employees (who has been engaged in the provision of the Services) and all PAYE tax deductions and national insurance contributions relating thereto in respect of the employment of the Returning Employees on and after the Return Date are satisfied;
 - 4.3.3. In respect of those employees who constitute Returning Employees, Dragonfly Management (Bolsover) Limited shall indemnify the Council and any Future Service Provider against all Direct Losses incurred by the Council and any Future Service Provider resulting from any claim whatsoever by or on behalf of any Returning Employee (whether any such claim, attributable to the period up to and on the Return Date, arises before, on or after the Return Date) including but not limited to any failure by Dragonfly Management (Bolsover) Limited (or sub-contractor) to comply with its or their obligations under Regulation 13 and 14 TUPE and any award of compensation on Regulation 15 of TUPE and / or Article 6 of the Directive as if such legislation applied, even if it does not in fact apply save to the extent that any such failure to comply arises as a result of an act or omission of the Council or any Future Service Provider.
- 4.4. The Council shall be entitled to assign the benefit of this indemnity to any Future Service Provider.

5. SUB-CONTRACTORS

- 5.1. In the event that Dragonfly Management (Bolsover) Limited enters into any subcontract in connection with this Agreement, it shall impose obligations on its sub-contractors in the same terms as those imposed on it pursuant to paragraph 2 of this Schedule 8 shall procure that the sub-contractor complies with such terms. Dragonfly Management (Bolsover) Limited shall indemnify and keep the Council indemnified in full against all losses claims, expenses and liabilities, incurred by the Council or any Future Service Provider as a result of, or in connection with, any failure on the part of Dragonfly Management (Bolsover) Limited to comply with such terms.

6. PENSIONS FOR ELIGIBLE EMPLOYEES

6.1. Contractor to become an Admission Body

- 6.1.1. Where the Contractor or a sub-contractor employs any Eligible Employees from a Relevant Transfer Date and wishes to offer those Eligible Employees membership of the Local Government Pension Scheme (LGPS), the Contractor shall procure that it and/or each relevant sub-contractor shall become an Admission Body. The Contractor shall before the Relevant Transfer Date execute and procure that each relevant sub-contractor executes a Contractor Admission Agreement which will have effect from and include the Relevant Transfer Date

6.2. Contractor Admission Agreement

- 6.2.1. The Council shall before each Relevant Transfer Date execute Contractor Admission Agreement(s) referred to in paragraph 4.1 (Contractor to become an Admission Body).

6.3. Indemnity for Breach of the Contractor Admission Agreement

- 6.3.1. Without prejudice to the generality of this section 4, the Contractor hereby indemnifies the Council and/or any Future Contractor and, in each case, their sub-contractors from and against all Direct Losses suffered or incurred by it or them which arise from any breach by the Contractor or any sub-contractor of the terms of the Contractor Admission Agreement to the extent that such liability arises before or as a result of the termination or expiry of this Agreement (howsoever caused)

6.4. Indemnity or Bond

- 6.4.1. Without prejudice to the generality of the requirements of this section, the Contractor shall procure that it and each relevant sub-contractor shall as soon as reasonably practicable obtain any indemnity or bond required in accordance with the applicable Contractor Admission Agreement.

6.5. Right to Set-Off

- 6.5.1. In accordance with paragraph 12 (c) of the LGPS Regulations, the Council shall have a right to set off against any payments due to the Contractor under this Agreement an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Contractor or from any relevant sub-contractor (as applicable) under the Contractor Admission Agreement.

6.6. Contractor Ceases to be an Admission Body

- 6.6.1. If the Contractor or any sub-contractor employs any Eligible Employees from a Relevant Transfer Date and:

- 6.6.1.1. The Contractor or any sub-contractor does not wish to offer those Eligible Employees membership of the LGPS; or

- 6.6.1.2. The Council, the Contractor or any relevant Sub-Contractor are of the opinion that it is not possible to operate the provisions of paragraph 4.1 (Contractor to become an Admission Body) to 4.5 inclusive; or
- 6.6.2. If for any reason after the Relevant Transfer Date the Contractor or any relevant sub-contractor ceases to be an Admission Body other than on the date of termination or expiry of this Agreement or because it ceases to employ any Eligible Employees.
- 6.6.3. Then the provisions of paragraph 4.1 (Contractor to become an Admission Body) to 4.5 (Right to Set-Off) inclusive shall not apply (without prejudice to any rights of the Contractor under those paragraphs) and the provisions of paragraph 4.7 (Contractor Scheme) shall apply.
- 6.6.4. If the Contractor or any sub-contractor ceases to employ any Eligible Employee in delivery of the Services, then the Contractor Admission Agreement shall expire in accordance with its terms and the Contractor (or sub-contractor) shall cease to be an Admission Body.

6.7. Contractor Scheme

- 6.7.1. Where paragraph 4.1 does not apply, the Contractor shall or shall procure that any relevant sub-contractor shall not later than the Relevant Transfer Date or the Cessation Date (as the case may be) nominate to the Council in writing the occupational pension scheme or schemes which it proposes shall be "the Contractor Scheme" for the purposes of this paragraph 2.7. Such pension scheme or schemes must be:
 - 6.7.1.1. Established within 3 months prior to the Relevant Transfer Date or Cessation Date (as the case may be);
 - 6.7.1.2. Reasonably acceptable to the Council (such acceptance not to be unreasonably withheld or delayed);
 - 6.7.1.3. A registered pension scheme for the purposes of Part 4 of the Finance Act 2004; and
 - 6.7.1.4. Certified by an actuary nominated by the Council in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are the same as, or broadly comparable to or better than those benefits provided by the LGPS.
- 6.7.2. The Contractor undertakes to the Council (for the benefit of the Council itself and for the Council as agent and trustee for the benefit of the Eligible Employees) that it shall and shall procure that any relevant sub-contractor shall procure that:
 - 6.7.2.1. The Eligible Employees shall by 3 months before the Relevant Transfer Date of the Cessation Date (as the case may be) be offered membership of the Contractor Scheme with effect from and including the Relevant Transfer Date or Cessation Date (as the case may be);
 - 6.7.2.2. The Contractor Scheme shall provide benefits in respect of the Eligible Employees' periods of service on and after the Relevant Transfer Date or Cessation date (as the case may be) which in fact are actually nominated by the Council in accordance with relevant guidance produced by the Government Actuary's Department shall certify to be broadly comparable to or better than benefits which the eligible employees were entitled to under the LGPS at the Relevant Transfer Date or the Cessation date (as the case may be);
 - 6.7.2.3. On and from the relevant transfer date organisation date (the case may be) until the earlier of:
 - 6.7.2.4. 3 months after the date on which the Eligible Employees are first able to join

the Contractor Scheme; and

- 6.7.2.5. The date on which the Eligible Employees joined the Contractor Scheme,
- 6.7.2.6. The Contractor shall provide death benefits for and in respect of the eligible employees which are certified by an actuary nominated by the council in accordance with relevant guidance produced by the Government Actuary's Department as being the same as, broadly comparable to or better than those they would otherwise have been provided in respect of those eligible employees by the LGPS;
- 6.7.2.7. If the Contractor Scheme is terminated, a replacement pension scheme shall be provided with immediate effect for those Eligible Employees who are still employed by the Contractor or relevant sub-contractor. The replacement scheme must comply with this paragraph 4.7 (Contractor Scheme) as if it were the Contractor Scheme; and,
- 6.7.2.8. before the Relevant Transfer Date or Cessation Date (as the case may be) the trustees of the Contractor Scheme shall undertake take by deed to the Council that they shall cooperate with the provisions of paragraph 4.7 (Contracts Scheme), and 4.8 (Undertaking from the Contractor) to the extent applicable to them.
- 6.7.2.9. The Contractor shall, and shall procure any relevant sub-contractors shall, comply with any terms for bulk transfers from the LGPS to the Contractor Scheme following the Relevant Transfer Date and any subsequent bulk transfers on termination or expiry of this Agreement as shall be reasonably required by the Council and/or the Adminstrating Authority.

6.8. Undertaking from the Contractor

6.8.1. The Contractor undertakes to the Council (for the benefit of the Council itself and for the Council as agent and trustee for the benefit of the Eligible Employees) that:

- 6.8.1.1. All information which the Council or their respective professional advisers may reasonably requests from the Contractor or any relevant sub- contract for the admission of the LGPS or consenting any other matters raised in paragraph 4.7 (Contractor Scheme), or in this paragraph 4.8 shall be supplied to them as expediently as possible;
- 6.8.1.2. It shall not (and shall procure that any relevant sub-contractor shall not), without the consent in writing of the Council (which will only be given subject to the payment by the Contractor or the relevant sub-contractor of such reasonable costs as the Council may require) consent to instigate, encourage or assist any event which could impose on the council a cost in respect of any Eligible Employee greater than the cost which would have been payable in respect that Eligible Employee had that consent, instigation, encouragement or assistance not being given;
- 6.8.1.3. Until the Relevant Transfer Date, it shall not (and shall procure that any relevant sub- contractor shall not) issue any announcements (whether in writing or not) to the Eligible Employees concerning the matters stated in paragraphs 4.1 (Contractor to become an Admission Body) to 4.6 (Contractor ceases to be in Admission Body) inclusive without the consent in writing of the council (not to be unreasonably withheld or delayed);
- 6.8.1.4. It shall not (and shall procure that any relevant sub-contractor shall not) take or omit to take any action which would materially affect the benefits under the LGPS or under the Contractor Scheme of any Eligible Employees who are or will be employed wholly or partially in connection with the Services without the

prior written consent of the Council (not to be unreasonably withheld or delayed) provided that the Contractor and/or such sub-contractor will be so entitled without the requirement of consent to give effect to any pre-existing contractual obligations to any Eligible Employees; and

- 6.8.1.5. It shall (and shall procure that any relevant sub-contractor shall) offer any of its Eligible Employees who ceased to be engaged in the provision of the Services and thereby ceased to be eligible for membership of the LGPS, membership of the Contract Scheme immediately after ceasing to be so engaged (unless such Eligible Employee has voluntarily agreed to the loss of their LGPS membership as part of the change).

6.9. Enforceability by Eligible Employees

- 6.9.1. This section (Pensions for Eligible Employees) shall be enforceable by the Eligible Employees.

6.10. Claims from Eligible Employees or Trade Unions

- 6.10.1. The Contractor hereby indemnifies the Council and/or any Future Contractor and, in each case, their sub-contractors from and against all Direct Losses suffered and incurred by it or them which arise from claims by Eligible Employees of the Contractor and/or of any sub-contractor or by any trade unions, elected employee representatives or staff associates in respect of all or any such Eligible Employees which losses:

- 6.10.1.1. Relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date, until the date of termination or expiry of this Agreement; or

- 6.10.1.2. Arise out of the failure of the Contractor and/or any relevant sub-contractor to comply with the provisions of this paragraph 4 before the date of termination or expiry of this Agreement.

6.11. Liability for Costs

- 6.11.1. The costs of the Employer necessarily and reasonably incurred in connection with the Contractor Admission Agreement and/or of obtaining the necessary certification of comparability in accordance with paragraph 4.7. (Contractor Scheme) shall be borne by the Contractor.

7. Transfer to another Employer

- 7.1. Save on expiry or termination of this Agreement, if the employment of any Eligible Employee transfers to another employer (by way of a transfer under TUPE) the Contractor shall (and shall procure that any relevant Sub-Contractor shall):

- 7.1.1. Consult with and inform those Eligible Employees of the pension provisions relating to that transfer; and

- 7.1.2. Procure that the employer to which the Eligible Employees are transferred (the "New Employer") complies with the provisions of this section 2 provided that references to the "Sub-Contractor" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Eligible Employees" will become references to the Eligible Employees so transferred to the New Employer.

8. Pension Issues on Expiry or Termination

- 8.1. The Contractor shall (and shall procure that each relevant Sub-Contractor shall):

8.1.1. Maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any outward transfer of any person engaged or employed by the Contractor or any sub-contractor in the provision of the Services on the expiry or termination of this Agreement (including without limitation identification of the Eligible Employees);

8.1.2. Promptly provide to the Employer such documents and information mentioned in paragraph 6.1.1 which the Employer may reasonably request in advance of the expiry or termination of this Agreement; and

8.1.3. Fully co-operate (and procure that the trustees of the Contractor's Scheme shall fully co-operate) with the reasonable requests of the Employer relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Contractor or any Sub-Contractor in the provision of the Services on the expiry or termination of this Agreement.

9. Funding of initial valuation shortfalls and exit valuation shortfalls in respect of Eligible Employees

9.1. At the Relevant Transfer Date, the Fund will be deemed to be fully funded in respect of the Eligible Employees and the Council will be responsible for any underfunding prior to the Relevant Transfer Date. Any underfunding will be established by the actuarial valuation of the Fund at the date the Contractor or a relevant sub-contractor enters into an Admission Agreement in respect of the Eligible Employees. The arrangements regarding any payment to be made to the Fund for any underfunding up to the Transfer Date will be agreed between the Council and the Fund.

9.2. At the date of the expiry or earlier termination of the Agreement, the Contractor will obtain, or procure that the Administering Authority obtains, an actuarial valuation of the Fund (or revision thereto). If the Contractor is required to pay any contributions to the LGPS representing any funding deficit (the "Exit Contribution") the Council shall reimburse the Contractor the amount of the Exit Contribution save to the extent that the Exit Contribution results from any of the matters set out in the clause 7.2. Any such reimbursement is made without 20 Business Days of the relevant actuarial valuation.

9.3. The Contractor accepts responsibility for any Exit Contribution to the extent it results from one or more of the following:

9.3.1. The grant by the Contractor of early retirement requests in relation to Eligible Employees;

9.3.2. Granting of augmentation of benefits in relation to Eligible Employee in relation to the Fund, including, but not limited, to an augmentation under Regulation 31 of the LGPS Regulations, which is an additional to any augmentation that an Eligible Employee is entitled to as a right under the LGPS Regulations;

9.3.3. The reduction or waiver of any contributions due from an Eligible Employee;

9.3.4. The award of pay increases to Eligible Employees which in aggregate exceed;

9.3.4.1. The percentage rate allowed for pay increases in the latest valuation of the Fund prior to the award of the pay increase in question; or

9.3.4.2. Any pay increases that the Contractor is required to make by law (including, for these purposes, pursuant to its obligations arising under, or as a consequence of, the TUPE Regulations, any code of practice an/or any National Joint Council for Local Government services arrangements); or

9.3.4.3. Any pay increases that the Contractor is obliged to offer pursuant to the terms and conditions of employment in place with the Eligible Employees as at the Relevant Transfer Date (including under any collective agreement);

9.3.5. The termination of the employment contract of an Eligible Employee is aged 55 or over at the time, by reason of redundancy or in the interests of efficiency or otherwise allowing such employee to retire on those grounds;

9.3.6. The termination of the employment contract of an Eligible Employee on the grounds of permanent ill health or infirmity of mind or body which renders the employee permanently incapable of efficiently discharging their duties of their current employment, in accordance with Regulation 35 of the LGPS Regulations;

9.3.7. Bringing the deferred or active benefit of an Eligible Employee into payment through consent to retiring voluntarily on or after the age of 55;

9.3.8. Exercising any discretion to extend the statutory time frames under Regulation 22 of the LGPS Regulations; or

9.3.9. Waiving any reduction to benefits under Regulation 30(6) of the LGPS Regulations.

10. Payment of contributions to the Fund and any excess/reduction below the Initial Employer Contribution Rate

10.1. In respect of contributions to be paid to the Fund by the Contractor or any relevant sub-contractor, subject to paragraph 7 above, the Contractor or relevant sub-contractor shall pursuant to the Contractor Admission Agreement pay to the Administering Authority for the credit of the Fund such contributions as are required under Regulation 67 of the LGPS Regulations in respect of the Eligible Employees.

10.2. If the contributions payable under paragraph 8.1 exceed the Initial Employer Contribution Rate, then the amount which exceeds the Initial Employer contribution Rate shall be added as an adjustment to the amount due to the Contractor for each month during the period during which the contributions payable in accordance with the Contractor Admission Agreement exceed the Initial Employer Contribution Rate.

10.3. If the contributions payable under paragraph 8.1 decrease below the Initial Contribution Rate, the reduction below the Initial Employer Contribution Rate shall be subtracted as an adjustment to the amount due to the Contractor for each month during the period during which the contributions payable in accordance with Contractor Admission Agreement are less than the Initial Employer Contribution Rate.

10.4. For the avoidance of doubt, the provisions of paragraph 8.1 above shall not apply where any such change in Employer Contribution Rate arises from any matters for which the Contractor is responsible pursuant to paragraph 7.3.4 above.

11. Discretionary benefits

11.1. Where the Contractor or any relevant sub-contractor is an Admission Body, the Contractor shall and/or shall procure that any relevant sub-contractor shall award benefits (where permitted) to the Eligible Employees under the Compensation Regulations and/or the LGPS in circumstances where the Eligible Employees would have received such benefits had they still be employed by the Council.

11.2. Where the award of benefits under paragraph 9.1 is not permitted under the Compensation Regulations and/or the LGPS, or the Contractor and/or a sub-contractor is not an Admission Body, the Contractor shall and/or shall procure that any sub-contractor shall award benefits to the Eligible Employees which are equivalent to the benefits the Eligible Employees would have received under the Compensation Regulations and/or the LGPS in circumstances where the Eligible Employees would have received such benefits had they still been employed by the Council.

11.3. Under paragraphs 9.1 and 9.2, where such benefits are of a discretionary nature, they

shall be awarded on the basis of the Council's written policy or Administering Authority's written policy in relation to such benefits at the time of the Relevant Transfer Date (which the Council shall provide upon request). Where the payment of such benefits is not, for whatever reason, possible, the Contractor shall and/or shall procure that any relevant sub-contractor shall compensate the Eligible Employees in a manner which is broadly comparable or equivalent in cash terms.

12. DEFINITIONS

For the purposes of this Schedule, the following terms shall have the meanings given to them below:

PHRASE	MEANING
Admission Agreement	an admission agreement entered into in accordance with Regulation 5 of the LGPS Regulations (as amended from time to time) by the Council and the Contractor or Sub-Contractor (as appropriate);
Admission Body	means a transferee admission body for the purposes of Regulation 5 of the LGPS Regulations
Administering Authority	Means Derbyshire County Council acting in its capacity as the administering authority of the Derbyshire Pension Fund for the purposes of the LGPS Regulations;
Cessation Date	means any date on which the Contractor or relevant Sub-Contractor ceases to be an Admitted Body other than as a result of the termination of this Agreement or because it ceases to employ any Eligible Employees;
Commencement Date	the date on which this Agreement commences as set out in the definitions above
Compensation Regulations	means the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006;
Contractor Admission Agreement	an admission agreement entered into in accordance with Schedule 2 Part 3 of the LGPS Regulations (as amended from time to time) by the Council and the Contractor or Sub-Contractor (as appropriate);
Direct Losses	means all damages, losses, indebtedness, claims, actions, cash, expenses (including the cost of legal or professional services, legal costs of being an agent/client, client paying basis), proceedings, demands and charges whether arising under statute, contract or at common law but to avoid doubt to avoid Indirect Losses;
Directive	means the EC Acquired Rights Directive 2001/23/EC as amended

Eligible Employees	<p>(a) those Transferring Employees who are active members of or eligible to join the LGPS on the Commencement Date;</p> <p>(b) other Relevant Employees who are active members of or eligible to join the LGPS as at the applicable Relevant Transfer Date;</p>
Employee Liability Information	means the information which a transferor is obliged to notify to a transferee pursuant to regulation 11(1) of TYPE regarding any person employed by them who is assigned to the organised grouping of resources or employees which are the subject of a Relevant Transfer and also such employees as fall within Regulation 11(40) of TUPE
Existing Contractor	[insert name]
Exit Contribution	has the meaning set out in paragraph 7.2 above
Final Employee List	
First Employee List	
Fund	means the Derbyshire Pension Fund within the LGPS
Future Contractor	means a service provider who shall provide any service equivalent to any of the Services after expiry or earlier termination of this Contract
Indirect Losses	means loss of profits, loss of use, loss of production, loss of business, loss of business opportunity, or any claim for consequential loss or for indirect loss of any nature
Initial Employer Contribution Rate	means the rate set by Derbyshire Pension Fund
LGPS Regulations	means the Local Government Pension Scheme Regulations 2013;
Local Government Pension Scheme	means the Local Government Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under Sections 7 and 12 of the Superannuation Act 1972 as amended from time to time;
Pensionable Pay	has the meaning set out in the LGPS Regulations
Relevant Employees	means the employees who are the subject of a Relevant Transfer, and includes the Transferring Employees

Relevant Transfer	means a relevant transfer for the purposes of the Regulations;
Relevant Transfer Date	the date on which a Relevant Employee transfers to the Contractor and/or one or more Sub-Contractor by virtue of a Relevant Transfer
Retendering Information	has the meaning set out in paragraph
Returning Employees	has the meaning set out in paragraph
Services	is defined in the Agreement
Sub-Contractor	means a person to whom the Contractor sub-contracts any of its obligations to deliver the Services
Transferring Employee	means any employee of the Existing Contractor whose contract of employment transfers to the Contractor under TUPE at the Commencement Date as listed below
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) and or any other regulations enacted for the purpose of implementing the Directive into English law.

SCHEDULE 9 - DATA PROCESSING

1. PROCESSING BY THE SUPPLIER

- 1.1 Personal data will be processed by the Supplier to provide services to the Authority under this agreement.
- 1.2 The table lists the types of data notably personal and special category data to be shared, the data purposes and how the information will be shared securely.
- 1.3 Aggregated or anonymised data and other non-personal data such as management information, performance information may also be shared between the Parties to support the agreement and facilitate an effective working relationship.
- 1.4 Information shared must be fit for purpose meaning that it must be adequate, relevant, and not contain excessive detail which is beyond that required for the purpose.
- 1.5 The processing of personal data will continue throughout the duration of the agreement.

2 NATURE

The nature of the processing is the collection, recording, storage, use and disclosure by transmission of the Personal Data.

3 TYPES OF PERSONAL DATA

The table below lists the types of personal data.

4 CATEGORIES OF DATA SUBJECT

These are employees, Elected Members, Council tenants and leaseholders, residents, customers, tourists, visitors, and business owners and tenants. Any individual in receipt of a service which falls under this agreement.

5 DURATION OF PROCESSING

The duration of the Agreement. In accordance with clause 19. Customer Personal Data should be processed for no longer than X years and erased on a rolling basis.

Types of personal data to be shared between the Authority and the Supplier

	Description of Data Shared / Types of Personal Data Shared	Purpose of sharing	Sensitive (special category) data* included	Two way or one way sharing / access	Approximate volume and frequency	Method of secure transfer
1.	Human Resources <ul style="list-style-type: none"> Direct personal identifiers (including name, address, date of birth, postcode, Next of Kin) Medical conditions Equalities Monitoring 	To provide a HR service to Dragonfly <ul style="list-style-type: none"> Recruitment & selection Learning & development Sickness & welfare Capability & disciplinary 	Yes <ul style="list-style-type: none"> Health Trade Union Criminal record Ethnicity Sexuality 	Two way sharing	Regular Approx. 100 employees	By internal email Direct access to HR21 which has appropriate access controls in place
2.	Payroll system <ul style="list-style-type: none"> Direct personal identifiers (including name, address, date of birth, postcode) Salary Information Bank Details Tax Information Deductions Trade union membership Pension/ Voluntary contributions for pension Westfield Charitable deductions Professional fees – membership Car registration details Childcare vouchers Next of kin 	To provide a payroll service to Dragonfly <ul style="list-style-type: none"> Process monthly payroll Provide Pension Administration 	Yes <ul style="list-style-type: none"> Medical conditions Trade union membership 	Two way sharing	Regular Approx. 100 employees	Automatic payroll run. Direct input into HR21 for changes to address/bank/next of kin/equalities monitoring. Payslips for most accessed on HR21, the remainder passed through internal mail or posted.

	Description of Data Shared / Types of Personal Data Shared	Purpose of sharing	Sensitive (special category) data* included	Two way or one way sharing / access	Approximate volume and frequency	Method of secure transfer
						<p>Monthly pension return through a secure portal, I-Connect, and pension forms sent through secure email to Derbyshire Pension Fund.</p> <p>Full Payment Submission and Employer Payment Summary sent to HMRC monthly using Frontier Software.</p> <p>By Internal Email</p>
3.	Health & Safety <ul style="list-style-type: none"> Direct personal identifiers (including name, address, date of birth, postcode) Employee details for training records and accidents reporting 	To provide a health and safety service to Dragonfly	<p>Yes</p> <p>Health data contained within accident reports (EARS)</p>	Two way for all data identified	<ul style="list-style-type: none"> Regular Could potentially involve all Dragonfly employees at some point 	Encrypted emails

	Description of Data Shared / Types of Personal Data Shared	Purpose of sharing	Sensitive (special category) data* included	Two way or one way sharing / access	Approximate volume and frequency	Method of secure transfer
			Sensitive data contained within the employee protection register (EPR)			
4.	Data Protection <ul style="list-style-type: none"> Data subject personal identifiers (including name, address, date of birth, postcode) Employee details for data breaches 	<p>To provide data protection advice and data breach management to Dragonfly</p> <p>To administer data subject access requests and other rights under GDPR exercised by data subjects</p>	Yes (if provided by the data subject / included in the data breach)	Two way sharing	As and when required	By email (which is encrypted between the two organisations)
5.	ICT <ul style="list-style-type: none"> Personal identifiers (name, work email address, staff photos and phone numbers, including personal mobiles numbers (for business continuity only) Access to all systems and data held by Dragonfly. 	To provide an ICT service to Dragonfly including the administration of employee accounts and helpdesk requests.	No. Potentially – may be present in systems being accessed by ICT	Two way sharing	As and when required	By email, Microsoft Teams, or SharePoint (which is encrypted between the two organisations) Over the Telephone.

	Description of Data Shared / Types of Personal Data Shared	Purpose of sharing	Sensitive (special category) data* included	Two way or one way sharing / access	Approximate volume and frequency	Method of secure transfer
		ICT will require access to Dragonfly systems and data to provide technical administrative support when requested by Dragonfly under the ICT SLA.				Via the Service desk self-service tools or Granicus CRM forms.
6.	<p>Personal data as required to undertake legal actions including:</p> <ul style="list-style-type: none"> Giving general advice on housing matters Business centre tenancies Housing disrepair claims Debt recovery <p>Possibly</p> <p>Types of data:</p> <ul style="list-style-type: none"> Direct personal identifiers (including name, address, date of birth, postcode) Medical information - Found in e.g. tenancy information / witness statements / legal documents Tenancy information 	<p>To provide legal advice</p> <p>To take legal instruction</p> <p>To carry out legal action</p>	<p><u>Possibly</u></p> <p>Health</p> <p>Racial / ethnic origin</p>	<p><u>Possibly</u></p> <p>Two-way sharing</p>	<p>As and when instructed</p>	<p>By email (which is encrypted between the two organisations)</p> <p>Over the Telephone</p>

*race, ethnic, origin, political opinion, religious belief, TU membership, sexual life, alleged criminal activity, criminal record, physical or mental health

SCHEDULE 10 – AREAS OF RESPONSIBILITY

Term	Description
Authority	Means that Bolsover District Council is responsible for this task
Dragonfly	Means that Dragonfly Management (Bolsover) Limited is responsible for this task
Shared	Means that the responsibility for this task is shared between the Council and Dragonfly, leading in terms of responsibility where stated below.

Function	Council	Dragonfly	Shared
Allocations Policy	X		
Allocation of Housing	X		
Annual Report for Tenant and Leaseholders			X (Council lead)
Asset management (commercial) database with accurate stock condition data			X
Assets Management Valuation	X		
Asset management strategy			X
Asset register for all HRA, land and other assets owned by Council	X		
Asset register for all properties, land and other assets owned and/or managed by Dragonfly or its subsidiaries		X	
Tenant Satisfaction Measures – annual survey	X		
Tenant Satisfaction Measures – internal data collection	X		
Caretaking		X	
Clearance of homes			X
Complaints Policy and complaints handling			X (Council lead)
Compliance with Regulator Social Housing regulatory standards			X shared – each party to comply with the relevant standards
Compliance with relevant European and British Standards, building regulations, good industry practice			X (delegated responsibility to Dragonfly for all landlord related obligations)

Function	Council	Dragonfly	Shared
and health and safety legislation			
Compliance with statutory, legislative and contractual obligations in relation to repairs, maintenance and building council houses		X (delegated responsibility to Dragonfly for all housing repairs/maintenance and construction related obligations)	
Customer profile database			X
Decanting	X		
Development of new affordable housing			X
DFG / Adaptations (Council Homes) welfare panel meeting officers group)	X		
DFG / Adaptions (Council Homes)		X	
Disposal of Homes	X		
Emergency planning and business continuity			X
Enforcement of tenancy conditions	X		
Environmental services (on housing land)	X		
Equalities and Diversity Policy	X	X	
Equalities Impact Assessments	X	X	
Evictions and court action	X		
Financial management		X	
Financial returns		X	
Appropriate business and financial plans		X (Council approval required)	
Leasehold			X (Council lead)

management			
Freedom of information requests			X (Council lead)
Garages letting	X		
Garage repairs		X	
Ground Maintenance on Housing Land			X
Home Energy Conservation Acts and Energy Efficiency	X (Private Sector Housing)	X (HRA and applicable properties)	
Housing Advice, assessment, prevention and solutions			X
Housing fraud	X		
Housing land and other assets	X		
Housing needs survey and assessments	X		
Housing Strategy and related functions	X		
HRA 30 Year Business Plan			X (Council lead)
HRA Business Plan Model	X (with input from DF)		
Information to tenants and leaseholders			X
Inspection and repair of empty homes	X (Private Sector Housing - Re)	X (HRA and applicable GF properties)	
Making best use of the housing stock			X
Major and cyclical works improvements		X	
Mechanical and electrical works		X	
Member enquiries			X
Mutual exchange	X		

Neighbourhood and estate management			X
Private sector housing and related functions	X		
Procurement and management of relevant contracts		X	
Procurement policy (Council) (Dragonfly)	X	X	
Insurance claims (Council)(Dragonfly)	X	X	
Public relations and publicity –housing policy and strategy	X		
Public Relations and publicity – operational housing management matters			X
Recovery of rent arrears and other charges	X		
Recovery of rechargeable repairs recovery			X
Redevelopment, regeneration and renewal			X
Registration of Houses in Multiple Occupation	X (Environmental Health)		
Regulation of Private Rented Sector	X (Environmental Health)		
Relationship with Registered Providers	X (Housing Strategy)		
Rent collection	X		
Rent policy	X		
Responsive repairs		X	
Right to buy administration and approvals	X		
Right to buy valuations	X (Council Surveyor)		

Safeguarding			X
Independent Living Scheme			X
Stock condition (including house condition surveys)	X (Private Sector Housing – Re)	X (HRA and applicable GF properties)	
Successions	X		
Temporary accommodation (including hostels and emergency accommodation)	X		
Tenancy management	X		
Tenancy Strategy	X		
Tenancy sustainment	X		
Tenant and Leasehold engagement and consultation			X
Tenant association	X		
Transfer requests	X		
Void and empty property management			X
Website TGB/Dragonfly		X	
Write offs/bad debt (rent arrears)	X		
Write offs/bad debt (rechargeable repairs)	X		

Business Growth

Commercial Property

Function	Council	Dragonfly	Both
Letting Policy			X
Acquisitions and Disposals Strategy / Policy			X
Commercial Property asset management database			X
Commercial stock condition schedule			X
Retention of leases / licences / wayleaves in line with document retention policy		X	

Clearance of commercial property		X	
Complaints policy and complaints handling			X
Compliance with health and safety and British standards as a commercial landlord		X	
Development of new commercial property developments			X
Emergency planning and business continuity			X
Enforcement of tenant covenants		X	
Project equality impact assessments (EIA)		X	
Debtor account management for the recovery of commercial rent and service charges, and consumables (electric, room hire, water, postage etc)		X	
Financial management		X	
Claims and financial reporting		X	
EPC / MEES and DEC compliance		X	
Disposal of land and property			X Council to approve
Acquisition of land and property			X Council to approve
Enforcement of tenant covenants		X	
Periodic inspection and delapse inspections		X	
Lease management		X	
Letting of commercial property		X	
Financial checks and company financial reports		X	
Making best use of commercial assets and land			X
Recovery of charges / utilities / other consumables		X	
Recovery of recharge repairs / delapse / deposit		X	
Responsive repairs		X	
Debt management, including recovery action, write-offs / cancellations			X
Business planning for new commercial developments			X
Commissioning consultants and third parties to undertake investigations and technical surveys for repairs and maintenance		X	

Principle point of contact for land and property enquiries for assets owned by Dragonfly and/or Bolsover District Council		X	
Asset valuation	X		
Freedom of information request – responses to information			X
Maintenance of shared areas within the business parks		X	
Communications and correspondence of site matters to tenants and residents across the business parks		X	
Attend and represent the landlord at the Pleasley Park and Vale Conservation Area Joint Working Group meeting, reporting on the development of Pleasley Vale and tenancy / site management issues		X	
Capital works programme for the commercial assets		X	
Procurement and management of relevant contracts / contractors		X	
Sub-letting agreements		X	
Tenant engagement and consultation		X	

Economic Development

Function	Council	Dragonfly	Both
Social Value Strategy and implementation policy			X
Securing funding, procuring and managing the installation of electric vehicle charging points		X	
Securing funding, procuring and managing the installation of Changing Places toilet provision		X	
Engagement of and working with Further Education (FE) and Higher Education (HE) education providers including the 5 local universities to better meet employer demand for skilled workforce		X	
Engagement of and working with FE and HE education providers including the 5 local universities to meet inward investment demand for education provider support for upskilling local workforce to meet employer demand		X	
Engagement of and working with FE and HE education providers including the 5 local universities to engage students in work placements and projects for the built environment		X	
Engagement of and working with FE and HE education providers including the 5 local universities to engage students in work placements and projects		X	

for the renewable and sustainable technologies and the delivery of net zero initiatives.			
Formulating, delivering and monitoring the Growth Strategy and associated action plan (Council Approval)		X	
Formulating, delivering and monitoring the Tourism Strategy and associated action plan (Council Approval)		X	
Formulating, delivering and monitoring the Business Engagement Strategy and associated action plan (Council Approval)		X	
Formulating, delivering and monitoring the Business Communications Strategy and associated action plan (Council Approval)		X	
Lead department for the handling and management of inward investment enquiries for new business.		X	
Engagement with local, regional, and national partners, facilitating inward investment enquiries from all tiers of Government departments (UKTI/ BEIS/ DEP/ D2N2/EMC)			X
Management of the Traktivity property database for the district's property market		X	
Populating, managing and maintaining the CRM system for business enquiries and live cases		X	
Maintaining and updating the Business Bolsover website and marketing collateral		X	
Implementation of the Regeneration Frameworks, including seeking funding for the delivery of identified actions / interventions			X
Working with businesses to improve the skills of the workforce through the formulation of Employment and Skills Plans through the planning application process			X
Work with the universities to improve access to skills / learning for green skills / apprenticeships / traineeships / work placements		X	
Secretariat for the Bolsover Partnership – Bolsover Skills and Employment Partnership		X	
Responding to FOI requests in connection with business growth / economic development		X	
Formulate funding applications and securing external funding which deliver: <ul style="list-style-type: none"> • Economic growth • Rural economy • Visitor economy 			X

<ul style="list-style-type: none"> • Physical regeneration • Social regeneration • Capital grants • Revenue grants • Any funding stream which directly or indirectly delivers economic / social / environmental impact • External funding seeking to contribute to an enhancement of social, economic and / or environmental impact to businesses, individuals, or place 			
Management, administration, and monitoring of any external grant funding awarded			X
Awarding grant funding (capital and revenue) to third party applicants, where the grant funding is to directly or indirectly contribute to a positive economic, social, or environmental impact			X
Delivery of activities / actions as set out in the: <ul style="list-style-type: none"> • Growth Strategy • Tourism strategy • Business Engagement Strategy • Net zero strategy (if / when drafted) • Business Communications strategy 		X	
Lead on the redevelopment of Pleasley Vale Business Park		X	
Business Planning for new commercial developments		X	
Management, delivery and monitoring of the Shopfront Improvement Grant scheme		X	
Client responsibilities for the delivery of Roseland Park and Crematorium development		X	
Management of the operational duties for Roseland Park and Crematorium, post construction completion.		X	
Business Support programmes – commissioning, delivering, procurement and management of partners, monitoring and reporting on delivery.		X	
Principle point of contact for all land and property enquiries including lease / licence / grazing / wayleave / acquisition and disposal / inward investment / growth enquiries / landlords / developers / investors		X	
Representative on local, regional, national committees and groups as lead for economic growth / regeneration / place / tourism and visitor economy / net zero / economic policy			X
Representative on the East Midlands County Combined Authority Sub groups for Business,			X

Economic Growth and Innovation Group and Visitor Economy Group			
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Bolsover District Council

Meeting of the Executive on 29th January 2024

Lease to 2WL Limited at Pleasley Vale Business Park

Report of the Portfolio Holder for Growth / Economic Development

Classification	Open Appendix 1 of this report is not for publication under Paragraph 3 of Part 1 of Schedule 12A to the Local Government Act 1972
Report By	Councillor John Ritchie Portfolio Holder for Economic Growth
Contact Officer	Sally Lovell Business Estates Manager Dragonfly Management (Bolsover) Ltd

PURPOSE/SUMMARY OF REPORT

- To update Members on the outcome of lease negotiations with 2WL Limited following the approval by Executive on 6th September 2021 to agree terms.
- To seek Members' approval to enter into a new lease agreement with 2WL Limited at Pleasley Vale Business Park on the negotiated terms as set out in the report.

REPORT DETAILS

1. Background

- 1.1 2WL have an established business operation at Pleasley Vale having been based on site for almost 30 years. The operation includes warehousing, fulfilment and distribution of greeting cards and giftware on behalf of publishers and giftware providers. They pick, pack, and distribute orders to multiple retailers nationally as well as export to distributors worldwide. Retailers include Asda, Tesco, B&M, Waterstones, John Lewis, TK Maxx, and Amazon.
- 1.2 Since taking occupation 2WL have invested heavily in their premises to improve the health and safety as well as improvements to meet their logistical operation and run their distribution warehouse successfully and efficiently. They currently occupy 91140 sq. ft of warehouse space and employ 31 staff who are all recruited within 5 miles of the Mills.

- 1.3 On 6th September 2021 delegated authority was granted by Executive for the Executive Director for Strategy and Development to agree terms with 2WL Limited for a new lease.
- 1.4 Officers have negotiated and agreed heads of terms, as set out in at Appendix 1. The total value of the lease over the full proposed term is above the key decision threshold and is subject to member approval to enter into the lease agreement, based on the Heads of Terms agreed between both parties.

1. Details of Proposal or Information

Main points to note from the agreed Heads of Terms

- 2.1 The rent will continue at £93,303 for the first 5 years of the new term which will enable the tenant to make a capital investment in years 1 to 3. The rent has been agreed by the Council's Senior Valuer.
- 2.2 The capital investment includes repairs to areas of the floor and the roof in the occupiable space in Mill 2 and the Dyehouse and replacement of windows to the front elevation of Mill 2, the elevation facing towards Mill One, and which is visible from entering the site from Mill One.
- 2.3 The Landlord will have the right to break the lease in the event of redevelopment of the site by the Landlord. However, members should note this will only apply when a redevelopment contract has been signed and would be subject to 24 months' notice being served under the 1954 Landlord and Tenant Act.
- 2.4 The Tenant has the option to end the lease agreement at the end of the fifth year of the term by serving no less than 6 months prior written notice.
- 2.5 An upwards only rent review will be completed every 5 years from commencement of the lease and in the last year of the term. This will be based on market value.

3. Reasons for Recommendation

- 3.1 Securing a tenancy for 2WL Limited at Pleasley Vale Business Park will provide some certainty on their continued occupation of the site and enable them to make capital investment in the building. This will significantly improve the premises, which are currently in a poor state of repair, and ensure that the Landlord can invest its limited revenue funds into urgent repairs which have already been identified in other areas on site.
- 3.2 There are currently no confirmed proposals for the regeneration of Pleasley Vale Business Park and therefore agreeing the tenancy will secure the rental income of at least £93,303 per annum for the 15-year term. In addition, the business rate liability, currently £49,664 per annum, will remain with the tenant.
- 3.3 By including the Landlord break, it ensures that accepting these proposals will not compromise redevelopment of Pleasley Mills.

4 Alternative Options and Reasons for Rejection

- 4.1 To allow the current lease to run its course and continue through to expiry on 30th September 2026. The tenant currently has security of tenure so could be left to hold over at the end of their already agreed contractual term. In addition, the Landlord doesn't currently have the option to break which could negatively impact on future development plans, therefore this option has been discounted.
- 4.2 Not to proceed with the new tenancy may result in the tenant choosing to relocate their business to alternative premises and this could potentially fall outside the district. Not only would this result in a loss of revenue income which would be significant loss to the authority, but it could also have an impact on the district in terms of unemployment or a loss of employment as all staff are recruited from the locality and may not be able to travel.
- 4.3 Should the business relocate; the authority would need to make a significant investment in the premises to bring it to the required standard for re letting.

RECOMMENDATION(S)

1. Executive approve the negotiated and agreed heads of terms.
2. Executive agree to enter in to a lease agreement with 2WL Limited.

Approved by Councillor John Ritchie, Portfolio Holder for Growth

IMPLICATIONS.

Finance and Risk: Yes ☒ No ☐

Details: As detailed in section 2 of the report.

On behalf of the Section 151 Officer

Legal (including Data Protection): Yes ☒ No ☐

Details: Under Section 123 Local Government Act the Council is required to obtain best consideration upon the lease of a property, other than a short lease. The Council's Senior Valuer has confirmed that the rent as contained in this report meets these obligations. Legal Services will be instructed to prepare a lease agreement.

On behalf of the Solicitor to the Council

Environment:

Please identify (if applicable) how this proposal/report will help the Authority meet its carbon neutral target or enhance the environment.

The capital investment made by the Tenant to install new windows will make the premises more energy efficient.

Staffing: Yes ☐ No ☒

Details:

There are no staffing implications as a result of this report.

On behalf of the Head of Paid Service

DECISION INFORMATION

Is the decision a Key Decision? A Key Decision is an executive decision which has a significant impact on two or more District wards, or which results in income or expenditure to the Council above the following thresholds: Revenue - £75,000 <input checked="" type="checkbox"/> Capital - £150,000 <input type="checkbox"/> <input checked="" type="checkbox"/> <i>Please indicate which threshold applies.</i>	Yes
Is the decision subject to Call-In? <i>(Only Key Decisions are subject to Call-In)</i>	Yes

District Wards Significantly Affected	Pleasley wards
Consultation: Leader / Deputy Leader <input type="checkbox"/> Executive <input type="checkbox"/> SLT <input checked="" type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input type="checkbox"/> Public <input type="checkbox"/> Other <input type="checkbox"/>	Yes Details:

Links to Council Ambition: Customers, Economy, and Environment.
This letting contributes to the Economic priorities of: Making the best use of our assets; and ensuring financial sustainability and increasing revenue streams.

DOCUMENT INFORMATION	
Appendix No	Title
1	Heads of Terms (not for publication under Paragraph 3 of Part 1 of Schedule 12A to the Local Government Act 1972)

Background Papers <i>(These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Executive, you must provide copies of the background papers).</i>

Appendix 1

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

Document is Restricted