

You are requested to attend a meeting of the Council to be held in The John Meikle Room, The Deane House, Belvedere Road, Taunton on 24 February 2015 at 18:30.

Agenda

The meeting will be preceded by a Prayer to be offered by the Mayor's Chaplain.

- 1 Minutes of the meeting of the Council held on 9 December 2014 (attached).
- 2 To report any apologies for absence.
- 3 To receive any communications.
- 4 Declaration of Interests
To receive declarations of Disposable Pecuniary Interests or personal or prejudicial interests, in accordance with the Code of Conduct. The usual declarations made at meetings of Full Council are shown on the attachment.
- 5 To receive questions from Taunton Deane Electors under Standing Order 15.
- 6 To receive any petitions or deputations from Taunton Deane Electors under Standing Orders 16 and 17.
- 7 Monkton Heathfield Capacity Funding. Report of the Assistant Director - Planning and Environment (attached).
- 8 Update - Loan to Somerset Waste Partnership for Waste Vehicles. Report of the Director of Operations (attached).
- 9 Part I - To deal with written questions to, and receive the following recommendations from, the Executive:-
 - (i) Councillor John Williams
 - (a) General Fund Revenue Estimates 2015/2016 (attached). A recorded vote on these recommendations will be required;
 - (b) Capital Programme Budget Estimates 2015/2016 (attached). A recorded vote on these recommendations will be required.

(c) Council Tax Setting 2015/2016 (attached). A recorded vote on these recommendations will be required.

(ii) Councillor Jean Adkins

Housing Revenue Account Estimates 2015/2016 (attached). A recorded vote on these recommendations will be required.

(iii) Councillor Norman Cavill

(a) Support and Funding for the Arts and Creative Industries (attached);

(b) Movement of the Tourist Information Centre (TIC) to part of The Market House, Taunton – Request for funding (attached).

(iv) Councillor Vivienne Stock-Williams

(a) Proposed Business Case for a Shared Legal Service (attached);

(b) Localism Act 2011 – Pay Policy Statement (attached).

10 Part II - To receive reports from the following Members of the Executive:-

- (a) Councillor John Williams - Leader of the Council;
- (b) Councillor Catherine Herbert - Sports, Parks and Leisure;
- (c) Councillor Jean Adkins - Housing Services;
- (d) Councillor Vivienne Stock-Williams - Corporate Resources;
- (e) Councillor Mark Edwards - Planning, Transportation and Communications;
- (f) Councillor Jane Warmington - Community Leadership;
- (g) Councillor Norman Cavill - Economic Development, Asset Management, Arts and Tourism; and
- (h) Councillor James Hunt - Environmental Services.

Bruce Lang
Assistant Chief Executive

17 August 2016

Members of the public are welcome to attend the meeting and listen to the discussions.

There is time set aside at the beginning of most meetings to allow the public to ask questions.

Speaking under “Public Question Time” is limited to 4 minutes per person in an overall period of 15 minutes. The Committee Administrator will keep a close watch on the time and the Chairman will be responsible for ensuring the time permitted does not overrun. The speaker will be allowed to address the Committee once only and will not be allowed to participate further in any debate.

Except at meetings of Full Council, where public participation will be restricted to Public Question Time only, if a member of the public wishes to address the Committee on any matter appearing on the agenda, the Chairman will normally permit this to occur when that item is reached and before the Councillors begin to debate the item.

This is more usual at meetings of the Council’s Planning Committee and details of the “rules” which apply at these meetings can be found in the leaflet “Having Your Say on Planning Applications”. A copy can be obtained free of charge from the Planning Reception Desk at The Deane House or by contacting the telephone number or e-mail address below.

If an item on the agenda is contentious, with a large number of people attending the meeting, a representative should be nominated to present the views of a group.

These arrangements do not apply to exempt (confidential) items on the agenda where any members of the press or public present will be asked to leave the Committee Room.

Full Council, Executive, Committees and Task and Finish Review agendas, reports and minutes are available on our website: www.tauntondeane.gov.uk



Lift access to the John Meikle Room and the other Committee Rooms on the first floor of The Deane House, is available from the main ground floor entrance. Toilet facilities, with wheelchair access, are also available off the landing directly outside the Committee Rooms.



An induction loop operates to enhance sound for anyone wearing a hearing aid or using a transmitter.

For further information about the meeting, please contact the Corporate Support Unit on 01823 356414 or email r.bryant@tauntondeane.gov.uk

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Council Members:-

Councillor V Stock-Williams (Chairman and Mayor of Taunton Deane)
Councillor H Prior-Sankey (Deputy Mayor)
Councillor J Adkins
Councillor J Allgrove
Councillor J Baker
Councillor A Beaven
Councillor C Bishop
Councillor R Bowrah, BEM
Councillor N Cavill
Councillor S Coles
Councillor B Denington
Councillor D Durdan
Councillor K Durdan
Councillor M Edwards
Councillor H Farbahi
Councillor M Floyd
Councillor J Gaden
Councillor E Gaines
Councillor A Govier
Councillor J Govier
Councillor T Hall
Councillor K Hayward
Councillor R Henley
Councillor C Herbert
Councillor C Hill
Councillor M Hill
Councillor J Horsley
Councillor J Hunt
Councillor L James
Councillor R Lees
Councillor S Lees
Councillor L Lisgo, MBE
Councillor J Meikle, MBE
Councillor N Messenger
Councillor I Morrell
Councillor B Nottrodt
Councillor U Palmer
Councillor D Reed
Councillor J Reed
Councillor S Ross
Councillor T Slattery
Councillor G Slattery
Councillor Miss F Smith
Councillor (Historic) F Smith
Councillor F Smith
Councillor P Smith
Councillor P Stone
Councillor B Swaine
Councillor P Tooze

Councillor J Warmington
Councillor P Watson
Councillor (Historic)Mrs E Waymouth
Councillor D Webber
Councillor A Wedderkopp
Councillor D Wedderkopp
Councillor J Williams - Leader of the Council
Councillor G Wren

Taunton Deane Borough Council

At a meeting of Taunton Deane Borough Council held in the John Meikle Room, The Deane House, Belvedere Road, Taunton on 9 December 2014 at 6.30 p.m.

Present The Mayor (Councillor D Durdan)
The Deputy Mayor (Councillor Mrs Hill)
Councillors Mrs Adkins, Mrs Allgrove, Mrs Baker, Beaven, Bowrah, Cavill, Coles, Denington, Edwards, Farbahi, Gaines, A Govier, Hall, Hayward, Henley, Mrs Herbert, C Hill, Horsley, Hunt, Miss James, R Lees, Ms Lisgo, Meikle, Morrell, Nottrodt, Ms Palmer, Prior-Sankey, D Reed, Mrs Reed, Ross, Gill Slattery, T Slattery, Miss Smith, Mrs Smith, P Smith, Mrs Stock-Williams, Stone, Mrs Warmington, Watson, Ms Webber, A Wedderkopp, D Wedderkopp, Williams and Wren

1. **Minutes**

The minutes of the meetings of Taunton Deane Borough Council held on 30 September 2014, copies having been sent to each Member, were signed by the Mayor.

2. **Apologies**

Councillors Bishop, Mrs Floyd, Mrs Gaden, Mrs Govier, Mrs Lees and Tooze.

3. **Declaration of Interests**

Councillors Mrs Baker, Coles, A Govier, Prior-Sankey, A Wedderkopp and D Wedderkopp declared personal interests as Members of Somerset County Council. Councillor Henley declared personal interests as a Member of Somerset County Council and as an employee of Job Centre Plus. Councillor Hunt declared personal interests both as a Member of Somerset County Council and as one of the Council's representatives on the Somerset Waste Board. Councillor Mrs Hill declared a personal interest as an employee of Somerset County Council. Councillor Tooze declared a personal interest as an employee of the UK Hydrographic Office. Councillor Wren declared a personal interest as Clerk to Milverton Parish Council. Councillor Nottrodt declared a personal interest as a Director of Southwest One. Councillors D Durdan and Stone declared prejudicial interests as Tone Leisure Board representatives. Councillor Gill Slattery declared personal interests as a member of the Board of Governors at Somerset College, a Patron of the Supporters of Taunton Women's Aid and as one of the Council's representatives on the Parrett Internal Drainage Board. Councillor Farbahi declared a personal interest as a local owner of land in Taunton Deane. Councillor Mrs Herbert declared a personal interest as an employee of the Department of Work and Pensions. Councillor Ms Lisgo declared a personal interest as a Director of Tone FM.

4. **Public Question Time**

- (1) Mr David Orr explained that he wanted to aid the protection of the reputation of the Councillors and the Council.

The 2011 Localism Act was based upon a set of principles, two of which were openness and accountability. He was pleased that the Council had now finally complied with the requirements of the Act to web publish the register of interests.

Mr Orr stated that he had no problem with Councillors running businesses and earning their living within Taunton Deane. However, there was a 'grey' area with this relating to the opportunity for Councillors to gain business from sub-contract work from a primary contract awarded by the Council and not declaring it in the Register of Interests.

The Guidance Notes clearly stated that Councillors must avoid ever placing themselves "under any obligation" as a result of a declarable interest.

The advice he had previously received from the Monitoring Officer was that simply declaring your trade, profession or business is sufficient and that any sub-contract from a Taunton Deane primary contract was said to be a "third party contract". This appeared to be at odds with other enquiries made of other Local Authorities.

Surely, once a sub-contract from a Council-awarded contract paid fees or earnings to the trade, profession or business of a serving Councillor, then an obligation had been created?

Breaking the Localism Act was a criminal offence as the former leader of Dorset County Council had recently found out, and this was surely a wake-up call for all Councils?

To maintain public confidence and in support of the Localism Act principles of accountability and openness, Mr Orr called upon the Council to conduct a formal Standards Committee review into the proper recording of sub-contract work awarded from Taunton Deane primary contracts into the Register of Interests.

In response, Councillor Mrs Stock-Williams stated that this issue would be discussed at a forthcoming meeting of the Somerset Monitoring Officers. If any further guidance needed to be issued to Taunton Deane's Councillors as a result of this consideration, this would be done.

- (2) Questions relating to proposed development at Jurston Farm, Wellington

- (a) Ann Loarridge expressed concerns over the additional education provision proposed. She felt this was going to be inadequate and asked where all the children who would live on the new development would be taught? There appeared to be land allocated for a new primary school but this site looked to be quite restricted. Where would

the children play? How safe would it be for the children to travel to school?

- (b) Michael Lockyer felt that the 2,000 new houses that were being built in Wellington – including at Jurston Farm – would generate up to 3,000 potential employees. Where were the jobs locally going to be created? Westpark was only a medium-sized employment site. Did this mean Wellington was destined to be a ‘dormitory town’?
- (c) Frank Cross stated that there appeared to be a rush to develop Jurston. Care needed to be taken to ensure that everything promised was capable of being delivered. The principal reason for developing the land at Longforth Farm, namely the bridge over the railway, had been ‘left behind’. Would it ever be built? Local residents would have to suffer heavy lorries coming through the town centre for some time yet.
- (d) Michael Hearn said the new road to be built as part of the development which ran parallel with Laburnum Road would be at a higher level and could result in nearby flooding. The new houses which would be ‘packed together’ would overlook existing dwellings invading privacy and violating the right to light. Wellington would be grid-locked if the development was to proceed.
- (e) Shaun Nightingill made reference to the 2012 Plan for Wellington which had talked about an extension to the sewage works that had not yet been implemented and the former Doctor’s Surgery at Bulford being used for retail purposes only. This site had since been developed as retirement flats. He used these examples to show that development proposals often did not turn out as expected. He added that between 2008 and 2012 there had been an over-delivery of 400 houses in Wellington. Surely the town had already carried its fair share of development?
- (f) Russell Loarridge submitted a petition signed by many local residents against the proposed development at Jurston Farm. He thought that Wellington residents had ‘slept-walked’ through 1,200 new dwellings being built in the town already with a further 650 dwellings proposed at Jurston Farm. The professionals had not taken into account the lack of school places and medical facilities for new residents. He added that Wellington’s population had increased by 40% - 20,000 people in less than 20 years. Was there a need to re-consider whether a further increase was the right thing to do?

In response, Councillor Edwards thanked those members of the public from Wellington for attending the meeting. He understood the strength of feeling and stated that he would be happy to come to Wellington to discuss their concerns further. Now that a planning application had been submitted to develop the land at Jurston Farm, Councillor Edwards said he had to be very cautious about attempting to reply to any of the specific points raised. He reminded those present that representations in connection with the application could be submitted as part of the planning process during the formal

consultation period – which had been extended to take account of the forthcoming Christmas period.

5. **Receipt of Petition – Legal Highs**

Councillor Coles presented to the Mayor a petition containing over 200 signatures calling for both the local Council and the Government to ban the selling of all Psychoactive Substances (known as ‘Legal Highs’). Due to the size of the petition, Councillor Coles had requested a 15 minute debate which was permitted under the Council’s Petitions Scheme.

Councillor Coles felt the Council needed to be at the vanguard to support the Police in implementing new legislation aimed at controlling access to Legal Highs. The current cost to society was enormous with many deaths across the country being recorded and lots of complaints from the public in relation to this issue. The help of the South West Action Group (SWAG) in highlighting the serious problem that existed with Legal Highs was acknowledged.

Mr Zac Smith representing SWAG reported that of the two shops that were selling Legal Highs in Taunton, the one in East Reach had stopped doing so and the one on The Bridge had been temporarily ‘shut down’ by the Police using the new powers that had only recently come into effect.

During the remainder of the debate the Members who spoke fully supported the aims of the petition.

6. **Motion – Legal Highs**

Moved by Councillor Miss Smith, seconded by Councillor Coles

“This Council recognises that there has been an impact on the community and welfare of our residents through the ongoing sale of NPS (Legal Highs) within Taunton Deane. We recognise that the South West Action Group has played an important part in bringing the negative impact of these to our attention. We have a duty to remedy this situation through restricting the sale of these substances along with assisting those affected.

- Stop the over the counter sales of NPS (Legal Highs) in Taunton Deane owned premises by a restrictive covenant. This covenant should forbid the sale/distribution of NPS in premises owned or leased by the Council. We also need to contact all local/national commercial landlords within Taunton Deane to ask them to include a covenant in all new lettings within the area.
- Call on the Council to immediately make use of new powers available under Anti-Social Behavioural (ASB) legislation which includes ensuring that a community trigger is put in place by the end of December 2014.
- Ensure that a multi-agency team with the Police, NHS and other third parties meets on a regular basis to discuss ASB within the town and look to make remedies.

- Taunton Deane to fund a new post for a full time cleaning operative, building on the December trial, with a brief of assisting in the collection of reported needles, cleaning known hotspots on a daily basis and additional cleaning of our public toilets and park areas.
- Taunton Deane to fund specialist help provision to the maximum of £25,000 per annum to support users in looking to break the addiction through Taunton Association for the Homeless, Citizens Advice Bureau, Turning Point and others.
- Work with Somerset County Council to ensure the introduction of an educational programme for schools, colleges and youth provision providers to ensure impacts and dangers of Legal Highs are addressed.”

The motion was put and was carried.

7. **Motion – Christmas Lights in Taunton**

Moved by Councillor Horsley, seconded by Councillor Farbahi

“Taunton Deane Borough Council has a proud record of supporting its town centre and has always acknowledged the importance of the Christmas period in providing the retailers with the best opportunity of being commercially successful in the calendar year. In recent years it has expanded the customer offer by extending its reach to Somerset Square, Castle Green and further up the High Street with its renting of stalls to market holders on those days when it puts on events for the traders such as the Christmas Lights switch on.

It further acknowledges the role played by the Events Organisers which has raised money towards the lights and ensuring that all visitors are welcome. It notes that the figures provided by the Economic Development Team and by the Manager of the Orchard Centre also show a year on year increase in numbers in the town centre. Taunton can be also proud that its current level of void sites is down to 4% compared with the national average of 14%.

It is disappointing to note however that for the past two years the extent of the Christmas Lights only reach nearly as far as Debenhams to the north on North Street and to well short of Primark on East Street and does not include much of High Street to the south. This means that Bridge Street and Station Road to the north, the eastern part of East Street and the whole of East Reach has no Christmas Lights nor does Corporation Street to the West. These important secondary shopping areas are getting no benefit from the Christmas Lights “project”.

Business Rates have not come down in the recession whilst market rents have halved for even the premium sites. This has led to a high volume of appeals against the Rateable Values by many owners in their attempts to reduce their outgoings. The future of Christmas Lights is going to remain a “will we, won’t we” battle every year which only creates uncertainty for the retailers and traders

Taunton Deane Liberal Democrats note that the recent Traders Survey identified that 77% of the traders believe that Christmas Lights should be “safeguarded”. They also believe that with the demise of the Town Centre Company, the responsibility for supporting a fair and longer lasting strategy for making Taunton Sparkle is for the Council to agree to (a) extend the Christmas lights to the secondary areas mentioned above and (b) to agree to provide funding until Christmas 2018.

Accordingly it asks the DLO or other such organisation to cost out a programme to cover the extended area for 2015 onwards and to examine whether to hire or purchase. The funding for this should come from any under spend in the previous year.”

The motion was put and was carried.

8. **Hinkley Point C (HPC): Housing Funding Strategy**

Considered report previously circulated, concerning the Hinkley Point C (HPC): Housing Funding Strategy.

HPC, in accordance with the provision of the Section 106 Development Consent Order (DCO), was due to release a housing fund of £660,824 to assist in delivering additional housing capacity, in order to mitigate potential adverse effects on the local private rented and accordingly, the low cost housing market.

It was estimated that by early 2016, there would be a need for 1,350 beds across all tenures and across Taunton Deane, West Somerset and Sedgemoor, and that this need would increase to 2,200 by early 2019.

The Housing Funding Strategy had been developed in close partnership with Sedgemoor District Council (SDC) and West Somerset District Council (WSC). The initial principles and general shape of the utilisation of the Housing Fund had been agreed and were a range of inter-dependent initiatives, designed to help alleviate pressures on the local housing markets.

It was envisaged that the initiatives listed below would help respond to the impacts felt, however the Council would monitor the market closely to see whether future additional funding bids would be needed:-

- a) **Somerset Homelet** - seeking to understand and assist in moderating the supply and demand through the online resource of Somerset Homelet;
- b) **Flexible Rent Support** - providing support for the most vulnerable trying to access the private rented sector;
- c) **Landlord Accreditation** - ensuring that a section of current private rented sector accommodation, including rooms, were of a good standard through minor works that were supported by grant monies;
- d) **Sustainable Management Service** - commission a sustainable management service that would provide accommodation for the most vulnerable;

- e) **Tenant Accreditation** - providing support to tenants to help them demonstrate they were responsible to landlords;
- f) **Empty Property Regeneration**- utilising empty properties that would be brought back into use for the most vulnerable; and
- g) **First Time Buyers Loan** - assisting first time buyers to purchase their own homes through Wessex Home Improvement Loans

The projects had been developed in partnership and their implementation would be co-ordinated by a Housing Implementation Officer (HIO). The projects would then be delivered by both internal and external services such as Housing Options, Somerset West Private Sector Housing Partnership (SWPSHP) and many others.

As well as the sum mentioned above, there was the opportunity for a further £5,000,000 to be shared amongst North Somerset, Taunton Deane, Sedgemoor and West Somerset from the Housing Fund Contingency Payments should it be evident from the private rented sector that thresholds had been exceeded by unanticipated demand from the HPC workforce for accommodation and/or unanticipated impacts on the housing supply.

Resolved that the approach of the 'Hinkley Point C: Housing Funding Strategy' so as to simplify approvals to be obtained from West Somerset Cabinet and Full Council when the monies were released, be endorsed.

9. **Proposed Social Media Policy and Recording of Meetings Protocol**

Considered report previously circulated, concerning the proposed adoption of a Social Media Policy and a Recording of Meetings Protocol.

The Council already operated within a world where the use of Social Media was growing and becoming an increasingly significant way of communicating with individuals and organisations.

The Council used a Twitter account as did some individual Councillors and staff and, going forward, this trend was likely to be on the increase as Social Media continued to evolve.

Against this background the South West Audit Partnership had recommended that the Councils should have an approved Social Media Policy to provide guidance for Councillors and staff and minimise the risk of exposing Taunton Deane to reputational damage.

Reported that a Social Media Policy had now been drafted. If this Policy was adopted, Guidelines as to how to use Social Media effectively together with an easy to read summary policy document would be produced to assist both Councillors and employees to operate safely within the policy requirements.

On a related matter, the Openness of Local Government Bodies Regulations 2014 had made it a requirement for Councils to allow any member of the public to take photographs, film and audio record the proceedings, and report on all public meetings.

In the light of these developments the Somerset Monitoring Officers' Group had prepared a draft Protocol which was to be considered for adoption by all the Local Authorities in Somerset.

When this matter was discussed by the Corporate Scrutiny Committee it was recommended that all public meetings should be recorded with effect from 1 January 2015 and were made available to the public via the internet or through whatever other appropriate means.

It was proposed to achieve this by the purchase of a small recording device which would be compatible with the new microphone loop system due to be installed shortly in the John Meikle Room.

The Corporate Scrutiny Committee had also requested investigations into upgrading the recording to a full visual one for all meetings for streaming later in 2015 together with appropriate training for Members.

Resolved that:-

- (1) The Social Media Policy be adopted;
- (2) The Recording of Meetings Protocol be also adopted;
- (3) The introduction of audio recording of all Council and Committee meetings which were open to the press and public to coincide with the installation of the new microphone system be supported; and
- (4) The request by the Corporate Scrutiny Committee to investigate the practicalities and costs of introducing the visual recording of meetings be noted and the Committee's request for training to be provided for Members in relation to the Recording of Meetings Protocol and the use of Social Media be supported.

10. **Joint Independent Remuneration Panel – Process to Review Members' Allowances**

Reference Minute No 9 from the meeting held on 30 September 2014, reported that following further deliberations, the Joint Independent Remuneration Panel now comprised Somerset County Council, Taunton Deane Borough Council, West Somerset Council and Mendip District Council.

Details of the full membership of the proposed Panel was submitted for the information of Members.

Given the impending May 2015 elections, it was important that there was clarity in terms of a process and timetable for reviewing the Members' Allowance Scheme.

The Joint Independent Remuneration Panel met on 27 November 2014 and had recommended to the constituent partners that the process for the formal review of the Members' Allowances Scheme should be as follows:-

- (a) To continue to apply the existing scheme for the first part of the 2015/2016 financial year, pending the adoption of a revised scheme of Members' Allowances following the Borough Council Elections in May 2015.
- (b) To recommend to the Council to be elected in May 2015 that the budget for Members' Allowances for 2015/2016 to fund the new scheme following the election was contained within the total budget for Members' Allowances for 2014/2015.
- (c) To agree to carry out a survey of Members' views on the Council scheme in advance of the 2015 Borough Council Elections to inform decisions in relation to new scheme.
- (d) To agree a timetable for the review and implementation of a new scheme of Members' allowances both before and after the Local Government Elections next year - full details of which were reported.

Resolved that:-

- (1) The formal expansion of the Panel to include Taunton Deane Borough Council be noted;
- (2) The Panel membership including the proposed representatives for Mendip District Council and Taunton Deane Borough Council be endorsed; and
- (3) The timetable and process from the formal review of the Taunton Deane Borough Council Members' Allowance Scheme as set out in the report be also endorsed.

(The Mayor (Councillor D Durdan) declared a prejudicial interest in the following item as one of the Tone Leisure Board representatives. He left the room during the consideration of the item. The Deputy Mayor (Councillor Mrs Hill) took the Chair.)

11. Swimming Pool Project at Blackbrook Pavilion Sports Centre Update on Capital Budget

Full Council had previously approved a scheme to provide a Community Pool, Learner Pool, Changing Village and Café at the Blackbrook Pavilion Sports Centre. Councillors had also approved the provision of a Spa facility to provide extra income generation supporting the affordability of the project.

The Business Case and affordability of the investment in this service to the community remained on track. The anticipated construction start time was early 2015.

The tender price was currently being finalised and supply chains investigated in order to produce a final contract price and programme between the Council and the contractors BAM Construction.

The original costing in 2012/2013 had been compiled from a data base of comparable projects previously delivered in the 'market'. Since then the

improvement in the economy had resulted in some significant market changes which had increased costs requiring additional budget as follows:-

Approved Capital Budget	£5,353,000
Required Capital Budget	£5,750,958
Additional Funds required	£ 397,958

The additional funds required represented 7.4% of the original project budget.

When Council gave approval for the project in May 2013 the construction market was stagnant with little optimism for an imminent up-turn in the economy. However, over the last 18 months the construction industry had seen a resurgence in activity with labour and material shortages putting significant pressure on development budgets.

The British Cost Information Service All-in Tender Price Index (TPI) had confirmed an increase of 8.47% between May 2013 and November 2014, with a further 4.24% increase to the mid-point of construction in 2015. The TPI uplift was £680,366 which would give a revised budget of £6,033,366.

The fluctuating market conditions had been managed tightly by the Project Team as part of the general design development and risk management of the project. As a result, further cost savings had been identified which meant the TPI uplift stood at £397,958 and not the figure quoted above.

Resolved that:-

- (1) A Supplementary Estimate of £398,000 to the Blackbrook Pool Capital Budget be approved; and
- (2) The £398,000 be allocated from the Growth and Regeneration Earmarked Reserve to fund the additional capital budget requirement.

12. **Recommendation to Council from the Executive**

(a) Earmarked Reserves Review

As at 31 March 2014 the level of earmarked General Fund reserves was £8,621,000. This was equivalent to 65.5% of the Council's Net Revenue Budget of £13,162,000.

A fundamental review had been undertaken of all General Fund Revenue Earmarked Reserves, with a view to balances being returned to the General Fund.

As a result of this review, there are various earmarked reserves, totalling £65,060, that are no longer required principally arising from the Waste Contract.

On the motion of Councillor Williams, it was

Resolved that a budget return of £65,060 to the General Fund Reserve of surplus balances currently held in Earmarked Reserves be agreed.

(b) Fees and Charges 2015/2016

Consideration had been given to the proposed fees and charges for 2015/2016 for the following services:-

- Cemeteries and Crematorium;
- Waste Services;
- Housing and Community Services;
- Licensing;
- Environmental Health;
- Promotional 'Rotunda' Units in Taunton Town Centre; and
- Deane Helpline.

Details of the proposed increases were submitted. No increases were proposed to Land Charges fees, Planning and Environment or in connection with Building Control.

The results of previous public consultation events had clearly indicated that the public preferred to see increases in fees and charges, rather than in Council Tax, as a way for the Council to raise income.

On the motion of Councillor Williams, it was

Resolved that the fees and charges for 2015/2016 in respect of the Cemeteries and Crematorium, Waste Services, Housing and Community Services, Licensing, Planning, Environmental Health, Promotional 'Rotunda' Units in Taunton Town Centre and the Deane Helpline be agreed.

(c) Regeneration of Weavers Arms, Rockwell Green, Wellington

A report had recently been considered by the Executive concerning proposals to demolish and redevelop the redundant public house, the 'Weavers Arms', the adjacent public toilet block and ten Woolaway properties in Rockwell Green, Wellington.

A redevelopment scheme of these three areas was currently being designed with an estimated delivery of 26 new build Council homes at a cost of approximately £3,500,000.

The land under the toilet block was currently owned by the General Fund and

had been valued at £10,000.

The Council was seeking to facilitate a sustainable community by providing a mix of properties of 1, 2, 3 and 4 bedrooms to meet the housing need for the area, with the majority being 1 bed flats and 2 bed houses, with some wheelchair suitable properties.

It was intended to design these properties to the Code for Sustainable Homes Level 4. This meant the properties would be considerably more energy efficient than current Building Regulations and would also have features such as low water use bathrooms and sinks and A* rated combination boilers.

Initial consultation had been carried out with tenants living in the Woolaway properties directly affected by the redevelopment and a 'decant officer' would assist the affected families throughout the process either in terms of relocating them or returning them to the development once it was completed.

The wider community would have an opportunity to comment on the scheme proposals at a community event which was scheduled to be held in early 2015 prior to the submission of a planning application.

The proposals had recently been considered by both the Tenants Services Management Board and the Community Scrutiny Committee which both supported the redevelopment scheme.

On the motion of Councillor Mrs Jean Adkins, it was

Resolved that:-

- (1) A supplementary budget of £3,500,000 within the Housing Revenue Account Capital Programme for the Weavers Arms Regeneration Scheme be approved;
- (2) The proposed funding of the scheme be approved in principle with allocations of £488,000 capital receipts; £586,000 Social Housing Development Fund contribution; and £2,426,000 through borrowing and that the determination of the final funding arrangements (in line with the Council's Capital and Treasury Strategies) be delegated to the Section 151 Officer;
- (3) The Rockwell Green Public Convenience land be transferred from the General Fund to the Housing Revenue Account at the market valuation of £10,000, in compliance with Section 122 of the Local Government Act 1972;
- (4) The Housing Revenue Account budget and 30 Year Business Plan be updated to reflect the additional income and expenditure arising from this investment; and
- (5) The service of Initial and Final Demolition Notices be approved for the demolition of Nos 1-10 Oaken Ground, the Weavers Arms buildings and public toilets and site clearance to facilitate new development.

(d) Photovoltaic Systems to be fitted to existing Housing Stock

The Executive had also considered a proposal to design, install and commission 350 Photovoltaic systems to the retained Housing Stock.

In order to achieve the Council's goal of reducing tenants' electricity bills, generating an income via feed in tariffs (FITs) and reducing carbon emissions, the experience of The Carbon Savings Alliance (CSA) had been used.

It was proposed to access the CSA's Photovoltaic Purchasing Framework in order to secure a competitive price and reduce the need for tendering.

A desktop study had been carried out to identify approximately 700 suitable properties that had a southern orientation, the correct roof pitch and suitable construction type. The Senior Leadership Team had chosen to focus on 350 of these properties as a 'pilot scheme', to allow for tenant refusal and to borrow an amount that the Housing Revenue Account could feasibly permit.

Although tenants would actively be encouraged take up the opportunity of having PV panels fitted to their properties, this would be a material change leading to the tenancies of the affected properties having to be amended to include the panels as part of the structure.

The scheme would provide significant financial benefits to tenants through free electricity generated by the PV Panels and was likely to provide an average saving of £247.54 per annum per household on current electricity bills.

Taunton Deane would also generate income through the FIT which was guaranteed for 20 years as detailed within the Energy Act. It was Indexed Linked and, based on Government Standard Assessment Procedure calculations, would generate a positive cash flow of £1,200,000 over the fixed 20 year FIT.

By installing 350 systems to the Housing stock, the Council can save approximately 11,015 tonnes of Carbon over 20 years.

The initial capital investment for 350 properties would be £1,509,000 for fitted systems. The systems should be paid back within the first 13 years and the revenue stream would then be additionally guaranteed for 7 years.

Consideration had also been given to the prospect of a Council property with photovoltaic panels being sold under Right to Buy (RtB). It was recommended the panels were removed prior to a RtB purchase being completed for the reasons detailed in the report to the Executive.

On the motion of Councillor Mrs Jean Adkins, it was

Resolved that:-

(1) A supplementary budget of £1,509,100 within the Housing Revenue

Account Capital Programme for the Photovoltaic Systems Investment Scheme to install systems at 350 properties be approved;

- (2) The funding of the scheme be approved in principle through borrowing and that the determination of the final funding arrangements (in line with the Council's Capital and Treasury Strategies) be delegated to the Section 151 Officer;
- (3) The Housing Revenue Account Revenue budget and 30 Year Business Plan be updated to reflect the additional income and expenditure arising from this investment; and
- (4) The principle that systems were removed from properties prior to disposal and reinstalled on an appropriate alternative Housing Revenue Account dwelling be endorsed.

(e) Firepool, Taunton – Acquisition of Remaining Third Party Interests

The Council had been working with its appointed partner, St Modwen Developments Limited, to bring forward the planned development of the Firepool site on a phased basis.

Although a previous Compulsory Purchase Order (CPO) had been made by the Council back in 2010 which related to properties adjacent to Priory Bridge Road Car Park, a new CPO covering the area surrounding the Old Cattle Market on the north side of the River Tone was now needed to enable delivery of the next phases of the comprehensive Firepool Development.

This comprised a mixed-use scheme which was considered to be in the public interest as the delivery of this scheme formed a key component of the regeneration of Taunton.

A planning application was proposed to be submitted early in 2015 in relation to this phase which would be in accordance with the broad aims of the adopted Taunton Town Centre Area Action Plan and the Taunton Rethink.

Although the Council owned almost all of the site of the planned development, there remained various interests which required to be either acquired or overridden. Even though negotiations with third party landowners to seek agreement on acquisition would continue, it was considered that CPO powers should be utilised in the event that agreements could not be concluded.

On the motion of Councillor Cavill, it was

Resolved that:-

- (1) The principle of making a Compulsory Purchase Order or Orders under Section 226(1) (a) of the Town and Country Planning Act 1990 (as amended) in respect of the land edged red on the plan submitted to the Executive; and
- (2) The Chief Executive and the Solicitor to the Council be authorised to:-

- (i) Carry out all necessary steps to reference the areas of land to be considered for compulsory purchase and to consult with the owners and occupiers of that land;
- (ii) Report back on the effects that the potential Compulsory Purchase Order would have on all owners and occupiers and the steps that should be taken to mitigate those effects;
- (iii) Negotiate and agree terms for the acquisition by agreement of any of the outstanding land interests detailed in the confidential appendix to the report submitted to the Executive or those which were otherwise subsequently identified as affecting the land and interests to be acquired;
- (iv) Make any necessary preparations to consider potential future payments of compensation (including any interim payments) after future Compulsory Purchase Order notice, either as agreed with landowners or as determined by the Lands Chamber of the Upper Tribunal in relation to acquisition/overriding of properties/interests; and
- (v) Dispose of the land interests acquired either voluntarily (or by way of a future Compulsory Purchase Order or Orders when confirmed in future), to St Modwen Developments Limited in accordance with the Development Agreement dated 15 April 2009 and made between the Council, St Modwen Properties plc and St Modwen Developments Limited.

14. **Suspension of Standing Order**

Resolved that Standing Order 28, Time limits for all meetings be suspended to enable the meeting to continue for a further half an hour.

(f) Publication of the Taunton Deane Site Allocations and Development Management Plan

The Taunton Deane Core Strategy had been adopted by Full Council in September 2012. This plan provided an overarching framework for the Borough and its long-term development over the period up to 2028.

Whilst the Core Strategy had established long-term requirements for growth and its broad distribution, barring a number of larger, strategic site allocations and some high level development management policies, it did not include smaller allocations or more detailed development management policies to guide decision-making.

The Taunton Deane Site Allocations and Development Management Plan (SADMP) set out the development management policies and further site allocations to ensure sustainable development was delivered, consistent with the objectives of the National Planning Policy Framework and the adopted Core Strategy. The Plan included strategic urban extensions at Comeytrove/Trull and Staplegrove as well as further allocations in Taunton and elsewhere in the Borough consistent with the adopted Core Strategy.

The current stage reached in the Plan-making process was referred to as 'Publication'. It was the point at which the Council agreed the draft plan which it intended to submit for consideration by The Planning Inspectorate. The Published Plan was underpinned by a considerable evidence base and the findings of previous consultation.

Following the Plan's approval by the Council it would be published. Comments would then be invited relating to the 'soundness' of the Plan from communities and other stakeholders on 8 January 2015 for the statutory six-week period ending on 19 February 2015. The Plan and these comments would then be considered by an independently appointed Planning Inspector at an Examination which was likely to take place in late Spring / early Summer 2015.

On the motion of Councillor Edwards, it was

Resolved that:-

- (1) The contents of the Draft Site Allocations and Development Management Plan be noted and that the Plan be approved;
- (2) It be agreed that minor typographical amendments to the Plan could be made following the Plan's approval but prior to its publication; and
- (3) It also be agreed that the Published Plan be submitted to the Secretary of State following the formal representation period, subject to the Executive Councillor for Planning and Transportation, as guided by officers, considering there were no substantive soundness issues raised which would warrant further amendment to the Plan.

(g) Review of Council Tax Support Scheme for 2015/2016

On 1 April 2013 Council Tax Benefit (CTB) was abolished and replaced with a locally designed "Council Tax Support" (CTS) Scheme. The Government provided each billing authority with a grant and expected Councils to design a CTS scheme to help those on low incomes to meet their Council Tax liability.

Whilst the Council had discretion on the rules for CTS for people of working age, the Government has stipulated that pensioners should be fully protected under the same criteria that previously applied to CTB.

Full Council had decided to continue the 2013/2014 CTS scheme for 2014/2015 at its meeting on 10 December 2013. However, as indicative figures showed the Local Government Finance Settlement (LGFS) would be substantially reduced, officers were tasked with consulting on proposals to amend the existing CTS scheme from 1 April 2015.

In 2013/2014 the Government had provided total funding of £6,110,080. However, the indicative figures for CTS in 2015/2016 had been reduced by £1,600,000 to £4,503,377 (a cut of £179,000 for Taunton Deane in isolation).

As the Council was prevented from reducing CTS spending for those of pension age, if cuts were applied they would be made from the support provided to people of working age.

By reducing the overall budget for CTS, it would mean the remaining budget available for working age recipients would be reduced to £1,332,811. Based on the current CTS Scheme it was estimated there would be an overall CTS budget shortfall of £1,310,000, with Taunton Deane's share of that shortfall being £127,000.

The number of households billed for Council Tax had increased from 50,211 in 2012/2013 to 50,882 in 2013/2014. Although, the collection rate had remained the same as the previous year, it has become clear that the volume of recovery action had again increased to ensure collection levels remained high.

Although a decision to alter the scheme for 2015/2016 could be taken, the Council had to consult with the major precepting authorities, publish a draft scheme and then consult with other such persons who were likely to have an interest in the operation of such a scheme. This had taken place during the Spring.

Within the 2013/2014 LGFS the Government had included funding for CTS that included a proportion relating to parishes and Special Expenses. The Council had decided to pass on a proportion of this funding to parishes to reflect their reduction in funding as a result of CTS. A grant had been given to parishes based on the tax base reduction attributable to CTS in each parish multiplied by their 2012/2013 Band D Charge.

The Funding Settlement for 2015/2016 and beyond would not separately identify the proportion of funding for CTS for any preceptors. The Council therefore needed to determine the policy for providing any CTS Grant funding to parishes for 2015/2016 to give the Council and parishes some certainty for financial planning and budget setting purposes.

For 2015/2016 there were two proposed options:-

Option 1: Use the same formula that was used for 2014/2015, so each parish grant for CTS would be calculated as CTS Tax Base Adjustment x 2013/2014 Parish Band D Tax rate; and

Option 2: Use the same formula that was used for 2014/2015, but apply the same reduction to parish grant funding as that experienced by Taunton Deane in the Funding Settlement. Provisional figures indicated a 30.5% cut in funding for 2014/2015 and 2015/2016, so each parish grant for CTS would be calculated as CTS Tax Base Adjustment x 2013/2014 Parish Band D Tax rate x [1-0.305].

Although Option 1 was recommended for approval - as it would provide protection for parish budgets – it would mean that Taunton Deane would need to find savings from its own service budgets to subsidise CTS costs for parishes. It was also recommended that the same funding principle agreed

for parishes should be applied to the Council budget for the Unparished Area Fund.

This issue had been considered by the Corporate Scrutiny Committee on 28 October 2014. Having considered the outcome of the consultation, Members had recommended the Executive to retain maximum support for all working age recipients at 80% in 2015/2016.

In addition, the Corporate Scrutiny Committee had recommended that maintenance received for children should not be treated as income when working out CTS in 2015/2016.

On the motion of Councillor Mrs Stock-Williams, it was

Resolved that:-

(1) Having regard to:-

- the recommendations from the Corporate Scrutiny Committee;
- the outcome of the consultation exercise;
- the feedback from customers as to how they were attempting to meet shortfall;
- the profile of Council Tax debt for CTS recipients; and
- the Equality Impact Assessment,

a Council Tax Support scheme for 2015/2016 be adopted that sought, as far as possible, to balance the significant cut to the Council's resources for Council Tax Support and the Council's wider budget challenges with the need to help the most financially vulnerable members of the community;

- (2) It be agreed to continue to provide maximum support through Council Tax Support for working age recipients at 80% with the current Council Tax Support scheme being amended to ignore maintenance received for a child or children;
- (3) It be further agreed that Option 1 be the preferred route in providing and calculating Council Tax Support Grant funding for Parish Councils in 2015/2016; and
- (4) It be noted that the 2015/2016 Council Tax Support Scheme was recommended for 2015/2016 only.

Due to the lateness of the hour, The Mayor agreed that the following Executive Councillor Reports, covering the topics set out, be taken as read. Any questions Members had on the reports to be submitted to the relevant Executive Councillor by e-mail with responses circulated to all Councillors.

13. Reports of the Leader of the Council and Executive Councillors

(i) Leader of the Council (Councillor Williams)

Councillor Williams's report covered the following topics:-

- Town Centre Successes;

- A358 and Strategic Employment Site;
- Budget Setting;
- Firepool, Taunton;
- Broadband Rollout by Connecting Devon and Somerset;
- Somerset Rivers Authority; and
- The Deane House Relocation Project.

(ii) **Housing Services (Councillor Mrs Adkins)**

Councillor Mrs Adkins submitted her report which drew attention to the following:-

- Housing and Health and Wellbeing Board;
- Deane Housing Development : Weavers Arms/Oaken Ground;
- Digital Access Project;
- Welfare Reform;
- Voids; and
- Anti-Social Behaviour.

(iii) **Corporate Resources (Councillor Mrs Stock-Williams)**

The report from Councillor Mrs Stock-Williams provided information on the following areas within her portfolio:-

- Corporate and Client Services;
- Corporate Health and Safety;
- Customer Contact Centre;
- Health and Wellbeing;
- Legal, Democratic and Electoral Services;
- Resources; and
- Revenues and Benefits.

(iv) **Planning, Transportation and Communications (Councillor Edwards)**

The report from Councillor Edwards provided information on the following areas within his portfolio:-

- Site Allocations and Development Management Plan (SADMP);
- Junction 25;
- Junction 27
- Neighbourhood Planning;
- Monkton Heathfield Governance Board;
- Routes to the River Tone Project;
- Car Parking; and
- Communications.

(v) **Community Leadership (Councillor Mrs Jane Warmington)**

Councillor Mrs Warmington presented the Community Leadership report which focused on the following areas within that portfolio:-

- Community Safety;
- New Anti-Social Behaviour Legislation;
- New Psychoactive Substances;
- Domestic Abuse;
- One Teams in North Taunton and Wellington;
- Neighbourhood Policing Awards 2014; and
- Christmas Taunton Town Wardens.

(vi) **Economic Development, Asset Management, Arts and Tourism (Councillor Cavill)**

The report from Councillor Cavill covered:-

- Staffing Issues;
- Business Support;
- Support for Inward Investors;
- The Brewhouse Theatre;
- Taunton Town Centre; and
- Marketing and Taunton Information Centre (TIC).

(vii) **Environmental Services and Climate Change (Councillor Hunt)**

The report from Councillor Hunt drew attention to developments in the following areas:-

- Environmental Health / Licensing;
- Deane DLO;
- Somerset Waste Partnership (SWP); and
- Climate Change.

(vii) **Sports, Parks and Leisure (Councillor Mrs Herbert)**

The report from Councillor Mrs Herbert dealt with activities taking place in the following areas:-

- Parks;
- Community Leisure and Play; and
- Tone Leisure (Taunton Deane) Limited Activities.

(Councillor Mrs Slattery left the meeting at 7.49 p.m. Councillors P Smith and Stone both left the meeting at 8.15 p.m. Councillors Ross and Mrs Baker left the meeting at 8.50 p.m. Councillor Mrs Webber left the meeting at 9.10 p.m. and Councillor A Govier left the meeting at 9.15 p.m.)

(The meeting ended at 9.45 pm.)

Usual Declarations of Interest by Councillors

Full Council

- **Members of Somerset County Council – Councillors Mrs Baker, Coles, A Govier, Henley, Hunt, Prior-Sankey, A Wedderkopp and D Wedderkopp**
- **Employee of Somerset County Council – Councillor Mrs Hill**
- **Employee of Job Centre Plus – Councillor Henley**
- **Employee of the Department of Work and Pensions – Councillor Mrs Herbert**
- **Employee of UK Hydrographic Office – Councillor Tooze**
- **Clerk to Milverton Parish Council – Councillor Wren**
- **Somerset Waste Board representatives – Councillors Hunt and Ross**
- **Director of Southwest One – Councillor Nottrodt**
- **Alternate Director of Southwest One – Councillor Ross**
- **Tone Leisure Board representatives – Councillors D Durdan and Stone**
- **Part-time Swimming Instructor – Councillor Swaine**
- **Member of the Board of Governors at Somerset College – Councillor Gill Slattery**
- **Patron of Supporters, Taunton Women’s Aid – Councillor Gill Slattery**
- **Representative on the Parrett Internal Drainage Board – Councillor Gill Slattery**

- **Director of Tone FM – Councillor Ms Lisgo**
- **Owner of land in Taunton Deane – Councillor Farbahi**

Taunton Deane Borough Council

Full Council – 24 February 2014

Monkton Heathfield Capacity Funding

Report of the Assistant Director Planning and Environment

(This matter is the responsibility of Executive Councillor Mark Edwards)

1. Executive Summary

The Department of Communities and Local Government (DCLG) has made available up to £400,673 to the Council through the Large Sites Infrastructure Programme Capacity Fund. This is in addition to the award made in 2013, which has been spent primarily on legal and other technical advice aimed at pursuing a solution that will deliver the Western Relief Road. It has also funded the submission of a planning application for the road. Whilst the money is not ring fenced, the award was made on the basis that it is intended to support the development of the Monkton Heathfield housing development. The initial payment of £160,173 has been received with the additional payment of £240,500 being received early in the next financial year on the basis that satisfactory progress has been made. The purpose of this report is to seek Full Council's approval to spend the award, and any outstanding money from the earlier award in accordance with the key objectives that formed the basis of the Council's bid which were to set up a dedicated delivery team focussed primarily on progressing both completion of the first phase of development as well as master planning and delivery of the wider Core Strategy proposals.

2. Background

- 2.1 The urban extension at Monkton Heathfield comprises mixed use development including 1000 dwellings identified in the Taunton Deane Local Plan with a further 3500 in the period up until 2026 allocated in the Core Strategy. Whilst planning permission has been granted for the first phases and dwellings are now occupied, there remains considerable work and a number of issues that need to be overcome in order to ensure that delivery is provided at a rate that will make a substantial contribution to the Council's housing land supply in years to come, as well as bringing forward much needed employment land.
- 2.2 Capacity support has therefore been sought from DCLG to assist in unblocking potential hurdles to delivery. The Homes and Communities Agency (HCA) will continue to monitor the award and support is also being received from the Advisory Team for Large Applications (ATLAS). This funding, as the name suggests, is aimed at providing the authority with additional capacity to tackle issues. It is not intended to deliver hard infrastructure.

- 2.3 This latest award is aimed at building upon the work undertaken over the last year to address blockages to delivery by putting in place a dedicated team giving the Council the capacity and expertise necessary to take forward these vital but extremely complex proposals.

3. The Large Scale Programme Capacity Fund Award

- 3.1 The latest Capacity Fund bid was based upon the setting up of an in-house team with expertise in master planning and urban design, green infrastructure delivery and transport planning as well as increasing planning officer capacity and admin support necessary to take the proposals forward.
- 3.2 Whilst the award is not ring fenced, progress will be monitored against these objectives and receipt of the second tranche will be dependant upon satisfactory progress being made. A sub-group of the Taunton Economic Advisory Board was set up last year to oversee this project and monitor the progress against the objectives set out in the earlier bid. It comprises representatives from Taunton Deane Borough Council (Councillor Mark Edwards and Tim Burton), Somerset County Council, the HCA, the Environment Agency, the Local Enterprise Partnership and the developers. The Governance Board will monitor the latest award in the same manner.

4. Approval to spend based upon objectives

- 4.1 As the award is not ring fenced, approval from Taunton Deane Members is required in order to spend this money in accordance with the objective of supporting the delivery of major housing growth, primarily at Monkton Heathfield. It is therefore suggested that Full Council authorises that the Large Sites Programme Capacity Fund money be spent on the creation of a delivery team to be established.

5. Finance Comments

- 5.1 The funding of £160,173 has been received following a bid exercise based on the objectives set out in 3.1. These objectives support the Quality and Sustainable Growth and Development aim. Should DCLG be happy that we have spent this first tranche of funding according to the objectives then this will enable us to receive a further £240,500.
- 5.2 We do have a choice on how to spend this funding. Financially, given that the objectives support one of the Corporate Aims and could release further funding, the proposal to spend this funding on the objectives in 3.1 is sound and the recommendation is supported.

6. Legal Comments

- 6.1 No legal implications

7. Links to Corporate Aims

- 7.1 The successful delivery of the Monkton Heathfield development is critical to the Council's growth agenda.

8. Environmental and Community Safety Implications

- 8.1 None

9. Equalities Impact

- 9.1 This decision will not disproportionately effect any group or individual

10. Risk Management

- 10.1 As stated above, failure to deliver the Monkton Heathfield urban extension would have a huge adverse impact upon the future growth of Taunton. More specifically, if the Council fails to spend the Large Sites Programme Capacity Funding appropriately, it will not have access to the additional £240,500 allocated.

11. Partnership Implications

- 11.1 Delivery of this development will only be successful with input from other key agencies such as the Somerset County Council and the Environment Agency.

12. Recommendation

Full Council is **recommended** to approve a supplementary estimate of £160,173 (and potentially a further 240,500) funded by the grant received from the Department of Communities (to add to remaining funds from the earlier award) on progressing the setting up of a dedicated Delivery Team as set out in paragraph 3.1 of this report.

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Taunton Deane Borough Council

Full Council Meeting – 24 February 2015

UPDATE

Loan to Somerset Waste Partnership for Waste Vehicles

Report of the Director of Operations

(This matter is the responsibility of Executive Councillor Williams, Leader of the Council)

1. Executive Summary

The purpose of this report is to provide an update to Members on the existing approval (September 2014) to facilitate a loan to Somerset Waste Partnership (SWP).

The original loan request was for £7m (which TDBC and SSDC would equally facilitate) and the accepted rate was 3.5% for 7 years.

2. Background & Existing Approvals

- 2.1 Members will recall that most of the Somerset Waste Partnership's (SWP's) Refuse Collection Vehicles are approaching the end of their economic working life. They need to be replaced to avoid escalating maintenance costs, and the impact of increasing breakdowns on customer service. In addition, there is a contractual requirement that vehicles provided should be no more than 7 years old.
- 2.2 Somerset Waste Board (SWB) is a joint committee and not a legal entity in its own right and therefore cannot own vehicles. Currently, on behalf of the partners, Somerset County Council owns the vehicles.
- 2.3 The report in September advised that Kier (the collection contractor) would undertake the procurement process, with Somerset County Council placing the orders for the vehicles on SWP's behalf. At that point, it was anticipated that orders would be placed in October 2014, with delivery being completed by the end of the financial year.
- 2.4 The loan request totalled £7m which this Council, and South Somerset District Council agreed to jointly facilitate for a 7 year period at a rate of 3.5%.

3. New Information & Loan Requirement

- 3.1 The procurement process has taken longer than anticipated, and has thrown some new options in for consideration by SWB. The preferred

outcome from this exercise is to progress some hire options as well as purchase of vehicles, thereby reducing the total loan requirement. In addition, interest rates for 7 year funding have fallen since September 2014 and the rate of 3.5% is no longer appropriate.

- 3.2 The total loan requirement is now £3.805m, which SWB is asking TDBC and SSDC to progress. Having discussed rates, we feel a fixed rate of 1% above PWLB rate (currently 1.7%) is reasonable and offers a decent balance of return for the two Councils, plus an affordable rate for the SWB (which of course we are part of).
- 3.3 South Somerset District Council (SSDC) are progressing similar approvals in line with this new position – with the ambition for both Councils to offer loans of £1.9025m at PWLB +1%. If they decide not to progress, then my advice is that TDBC offers the full amount of £3.805m.
- 3.4 The latest information suggests a loan start date of 1st June 2015, but this may shift to later in 2015 should lead in times for vehicles change.

4. Finance Comments

- 4.1 The updated position would require TDBC to grant a loan of £1.9025m (or £3.805m should SSDC decide not to progress this opportunity) for 7 years at PWLB +1%.
- 4.2 The financial advice given in September stands: –
 - this is affordable and an annual cashflow of repayments will service to replenish cash balances.
 - repayment of the principal each year will form a capital receipt which will replenish the unallocated capital, and it is proposed to 'set aside' this capital receipt to offset the capital financing of the loan. This means there is no revenue impact for the loan principal amount.
- 4.4 Providing a loan which is externally funded by the PWLB of £3.805m at 2.7% (PWLB +1%) would generate "gain" of £129,850 (average of c£18,550 per annum) over the PWLB interest, assuming quarterly repayments from SWP. This return would be halved (pro rata) for a £1.9025m loan.
- 4.5 Providing a loan which is internally funded from our own reserves, would provide a "gain" of £205,100 over and above our anticipated average return on investments. Our average investment return is in the region of 0.6% but this is expected to increase over the term of the loan. Therefore, we have assumed a rise in our investment return to 1.75% (for prudence purposes) which has been netted off our return from the loan. The return on this loan, if funded from internal resources, would therefore provide average additional income of c£29,300 per annum. As the loan will work on a decreasing balance basis the return is heavily front-loaded.

5. Legal Comments

- 5.1 As stated in September - the legal implications have been considered and there will be a need to draft a formal loan agreement. This will be dealt with "in-house" and costs should be minimal when compared to the size and term of the transaction.

6. Links to Corporate Aims

- 6.1 None specific for this report.

7. Environmental and Community Safety Implications

- 7.1 The environmental and community safety implications have been considered and there are not expected to be any specific implications relating to this report.

8. Equalities Impact

- 8.1 Equalities impact has been considered in respect of this report and no specific impacts have been identified.

9. Risk Management

- 9.1 There are credit and interest rate risks associated with this proposal. Credit risk is considered to be low as we are lending to another local authority. Interest rate risk will be mitigated through our normal treasury management arrangements.
- 9.2 We are confident that any risk associated with this loan is negated through the cost sharing agreement, central to the Waste Partnership and as such it is not necessary to take a charge over the assets.

10. Partnership Implications

- 10.1 We have a vested interest in that the ability of the Waste Partnership to borrow at the best available rate will in turn be reflected in the net costs of the partnership, of which we take a share.

11. Recommendations

- 11.1 This proposal is a revised version of the request that was approved by Full Council in September.

- 11.2 Full Council is requested to:-

a) Agree the principle of a 7-year fixed rate loan at PWLB +1% to Somerset Waste Partnership of up to £3.805m (detailed terms within this framework to be agreed, through delegated authority, by the S151 Officer).

b) Agree to add this capital expenditure to the Capital Programme with the understanding that the principal payments will be treated as capital receipts offsetting the Capital Financing Requirement.

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Taunton Deane Borough Council

Council Meeting - 24 February 2015

Part I

To deal with written questions to, and receive recommendations to the Council from, the Executive.

(i) Councillor Williams

(a) General Fund Revenue Estimates 2015/2016

(These recommendations need to be read in conjunction with the report submitted to the Executive on 5 February 2015 which includes all the details of the proposed General Fund Budget to reflect the proposed Council Tax Freeze.)

The Executive has considered its final 2015/2016 budget proposals which recognises the continuing financial challenges, with annual reductions in Government funding for Local Council services as the Government seeks to reduce the national deficit.

The 2015/2016 Budget has been prepared within the context of priorities identified by Members which are embedded in the Council's Corporate Business Plan.

The budget contains details on:-

- (i) the General Fund Revenue Budget proposals for 2015/2016, including a proposed Council Tax Freeze;
- (ii) draft figures on the predicted financial position of the Council for subsequent years.

The Corporate Scrutiny Committee considered the draft budget proposals at its meeting on 22 January 2015. Specific recommendations made by Members related to a request for further information in relation to public toilets and the process surrounding community asset transfers and arrangements with Town and Parish Councils and asking for the previous decision to remove the funding for the fixed-term Climate Change Officer role to be re-considered.

The Council Tax calculation and formal tax setting resolution is to be considered separately. The proposed budget for Taunton Deane contains a proposed Council Tax Freeze for 2015/2016 which will mean that the Band D Council Tax will remain at £137.88. The Band D taxpayer will, therefore, receive all the services provided by the Council in 2015/2016 at a cost of £2.64 per week.

The estimated Special Expenses chargeable to the non-parished area of Taunton in 2015/2016 amounts to £42,900, which represents a freeze in the special expenses

per Band D equivalent of £2.98 per property per year in the Unparished Area. In addition, the Unparished Area Budget had received a notional Council Tax Support Grant of £6,030 in 2015/2016 giving a total budget for the year of £48,930.

Although the Fees and Charges for 2015/2016 had been approved by Full Council on 9 December 2014, work has progressed on a number of representations raised in connection with some of the Taxi Licensing fees and some minor amendments were now considered appropriate. The overall impact on the budget was forecast to be a cost of £2,400 and this would be addressed through the Licensing Earmarked Reserve.

It is a requirement for the Council to prepare not only budgets for the following financial year but to also provide indicative figures into future years. The MTFP provides an indication of the expected budget gap going forward into 2015/2016 and beyond and a summary of this position is reflected in the following table:-

	2015/16	2016/17	2017/18	2018/19	2019/20
	£k	£k	£k	£k	£k
Net Expenditure on Services	12,067	12,744	13,332	13,934	14,493
Other Operating Costs & Income	(287)	(278)	(268)	(258)	(247)
Parish precepts and Special expenses	574	575	576	577	578
Transfers to/from Earmarked Reserves	2,141	3,358	3,482	3,351	3,180
Transfers to/from General Reserves	0	0	0	0	0
Capital Financing Adjustments	(1,302)	(1,422)	(1,548)	(1,548)	(1,548)
Net Expenditure	13,193	14,977	15,574	16,056	16,456
<i>Financed By:</i>					
New Homes Bonus	(3,179)	(3,768)	(3,892)	(3,761)	(3,590)
Retained Business Rates	(2,749)	(2,869)	(2,972)	(3,035)	(3,122)
Revenue Support Grant	(1,916)	(1,319)	(726)	(327)	(114)
Council Tax Freeze Grant	(62)	0	0	0	0
Demand on Collection Fund - TDBC	(5,288)	(5,433)	(5,583)	(5,736)	(5,894)
Demand on Collection Fund - Parishes & SER	(574)	(575)	(576)	(577)	(578)
Previous Years Collection Fund Deficit Share - NNDR	710	0	0	0	0
Previous Years Collection Fund Surplus Share - Council Tax	(135)	0	0	0	0
Predicted Budget Gap	0	1,013	1,825	2,620	3,158

The above estimates include the following main assumptions related to funding:-

- The Revenue Support Grant for 2015/2016 is as set out in the Provisional Finance Settlement. It is then projected to diminish to nil by 2020/2021.
- The updated estimates for Business Rates funding for 2015/2016 took into account the cap on the Retail Price Index increase to Rates at 1.91%.
- Council Tax is assumed to be frozen in 2015/2016 and increases by 1.99% in

2016/2017.

It is proposed that the minimum acceptable reserves position should be retained at £1,500,000, or £1,250,000 if funds are allocated to 'invest to save' initiatives.

The current Budget for 2015/2016 will maintain reserves above this minimum, but following a number of allocations from reserves agreed during 2013/2014 there is limited 'headroom' in the current estimated balance. This will significantly limit the Council's ability to fund 'up front' service and transformation investment from revenue reserves.

Based on the MTFP position set out above the General Reserves forecast is summarised as follows:-

General Reserves Forecast

	2015/16 £k	2016/17 £k	2017/18 £k	2018/19 £k	2019/20 £k
Estimated Balance B/F	1,897	1,897	884	-942	-3,562
Predicted Budget Gap	0	-1,013	-1,825	-2,620	-3,158
Estimated Balance C/F	1,897	884	-942	-3,562	-6,721

Clearly the Council will need to ensure action is taken to ensure the projected financial deficit over the medium term is avoided and (at least) minimum balances are maintained. This is essential for the continuing financial resilience and sustainability of the Council. The Budget Proposals and Options presented for consideration provide opportunities to make significant progress towards addressing the financial challenge.

Before the start of each financial year, the Council is required to determine the basis on which it will make provision from revenue for the repayment of borrowing undertaken for the purpose of financing capital expenditure. This annual provision, known as Minimum Revenue Provision (MRP), is designed to ensure that authorities make prudent provision to cover the continuing costs of their borrowing.

The proposed Policy for 2015/2016 is for the calculation of MRP to be the same as the current year.

The Council's Section 151 Officer has a duty to comment, as part of the budget setting process on the robustness of the budget and the adequacy of reserves. In her response, Shirlene Adam has stated that she believes the Council's reserves to be adequate and the budget estimates used in preparing the 2015/2016 budget to be robust.

Equalities Impact Assessments as to the implication of the Budget proposals are undertaken when appropriate. However, it is considered that none are required for the savings proposals included in the budget.

It is therefore **recommended** that the budget for General Fund services for 2015/2016 as outlined in the report to the Executive be agreed and that:-

- (a) The Section 151 Officer's Statement of Robustness, which applies to the whole budget including General Fund, Housing Revenue Account and Capital Budget proposals be noted;
- (b) The General Fund Revenue Budget 2015/2016, including a Basic Council Tax Requirement budget of £5,287,500 and Special Expenses of £42,900 be approved;
- (c) The transfer of any unallocated year end under/overspend in the 2014/2015 General Fund Revenue Account Outturn to/from the General Fund Reserves be approved;
- (d) The Budget Savings Proposals for 2015/2016 as set out in the report to the Executive be approved and that it be noted that Equalities Impact Assessments are not required for the savings detailed in the report to the Executive;
- (e) The General Reserves position and Medium Term Financial Plan projections, and the continuing financial challenge to address the Budget Gap for future years be noted;
- (f) The Minimum Revenue Provision (MRP) Policy for 2015/2016 as set out in the report to the Executive be approved; and
- (g) The revised Taxi Licensing Fees, set out in the report to the Executive be also approved.

(b) Capital Programme Budget Estimates 2015/2016

(These recommendations need to be read in conjunction with the report submitted to the Executive on 5 February 2015 which includes all the details of the proposed Capital Programme.)

The Executive has also considered the proposed General Fund (GF) and Housing Revenue Account (HRA) Capital Programmes for 2015/2016.

In terms of the GF Capital Programme, a prioritisation system is used to assess bids received from budget holders using the following approved criteria:-

Priority	
1	Business Continuity (corporate / organisational)
2	Statutory Service Investment (to get to statutory minimum / contractual / continuity)
3	Growth (top 5)
4	Transformation
5	Others

The prioritisation system has been developed in order to ensure that the Council's very limited Capital Resources are channelled at key projects.

The proposed Draft General Fund Capital Programme for 2015/2016 totalled £1,012,000 split between Deane DLO schemes and General Fund Schemes.

In addition to these schemes which primarily deliver service continuity and improvements, the following table incorporates the highest priority 'Growth' schemes and their estimated total costs. It is not expected that the Council will be liable for the full amounts but it is anticipated that Taunton Deane will need to make a financial contribution towards these. The Council's strategy of setting aside the majority of the New Homes Bonus Grant could provide funding towards these schemes in future.

Bids Submitted for Growth Schemes

Project	Cost £k	Priority				
		1	2	3	4	5
Growth Schemes						
Firepool Infrastructure and Planning	3,500			3,500		
Toneway Corridor Improvements (including Creech Castle)	23,120			23,120		
J25 Improvements	9,240			9,240		
Taunton Strategic Flood Alleviation Work	15,000			15,000		
Total	50,860			50,860		

Funding for capital investment by the Council could come from a variety of sources including:-

- Capital Receipts;
- Grant Funding;
- Capital Contributions (for example from another Local Authority or Section 106 Agreement funding);
- Revenue budgets/reserves (often referred as RCCO – Revenue Contributions to Capital Outlay); and
- Borrowing.

The Capital Programme for 2015/2016 is fully funded through a combination of revenue contributions (DLO and General) plus grant funding provided via Somerset County Council. There is projected unallocated resources of £149,000, pending actual capital receipts arising, which will provide some flexibility to support future priority schemes.

As to the HRA, the proposed Draft Capital Programme for 2015/2016 totals £8,670,000. This is part of a Five-Year Capital Expenditure Estimate of some £40,340,000 for the period 2015/2016 to 2019/2020. The Programme reflects the priorities set out in the 30-Year Business Plan which is reviewed every year.

The following table shows the total draft high level Five-Year Programme estimated costs. This is in line with the current Business Plan, with a higher budget to Year 7

of the Business Plan (2018/2019). This is in recognition of the backlog of major works required which has been spread over this period.

Draft HRA Capital Programme Totals 2015/2016 to 2019/2020

	2015/16 £k	2016/17 £k	2017/18 £k	2018/19 £k	2019/20 £k	5-Year Total £k
Capital Programme	8,665	8,715	8,869	8,928	5,158	40,335

A breakdown of proposed Capital Programme for 2015/2016 is shown below highlighting the proposed capital investment requirements in the next budget year.

Draft HRA Capital Programme 2015/2016

Project	Total Cost £
Major Works	6,590,000
Improvements	155,000
Related Assets	125,000
Exceptional Extensive Works	260,000
Disabled Facilities Grants and Aids and Adaptations	435,000
IT Systems and Software Improvements	100,000
Social Housing Development Fund	1,000,000
Total Proposed HRA Capital Programme 2015/16	8,665,000

It is proposed that the HRA Capital Programme for 2015/2016 will be fully funded from revenue resources, including the Major Repairs Reserve, Revenue Contributions to Capital Outlay and the Social Housing Development Fund.

The Corporate Scrutiny Committee has considered the draft programmes and made no formal suggestions for any changes. The Tenants Services Management Board has also considered the draft Housing Capital Programme.

Equality Impact Assessments have been undertaken on the proposed budget items, where appropriate. Members are asked to take these assessments into account in confirming the recommended budget proposals for 2015/2016.

It is therefore **recommended** that:-

- (a) The additional General Fund Capital Programme Budget of £1,012,000 for 2015/2016 be approved; and
- (b) The Housing Revenue Account Capital Programme of £8,670,000 for 2015/2016 also be approved.

(c) Council Tax Setting 2015/2016

(These recommendations need to be read in conjunction with the report submitted to the Executive on 5 February 2015 which includes all the details of the proposed Capital Programme.)

The Localism Act 2011 has made significant changes to the Local Government Finance Act 1992, and now requires the billing authority to calculate a Council Tax requirement for the year.

The Town and Parish Council Precepts for 2015/2016 total £574,623. The increase in the average Band D Council Tax for Town and Parish Councils, including Special Expenses for the Unparished Area, is 3.41% and results in an average Band D Council Tax figure of £14.98 for 2015/2016.

The Avon and Somerset Constabulary Police and Crime Commissioner has recently announced a 1.99% increase. The confirmed precept is £6,702,560 which results in a Band D Council Tax of £174.78. The precept will be adjusted by a Collection Fund contribution of £151,312.

The Devon and Somerset Fire and Rescue Authority is due to approve its tax requirement on 20 February 2015. The estimated amount of precept reflects a 0% increase (subject to confirmation after this report is published) and has been set at £2,948,620, which results in a Band D Council Tax of £76.89. The Precept will be adjusted by a Collection Fund contribution of £66,565.

The Somerset County Council is due to approve its tax requirement on 18 February 2015. The amount of precept also includes a 0% increase (subject to confirmation after this report is published) and would be £39,395,457, which results in a Band D Council Tax of £1,027.30. The Precept will be adjusted by a Collection Fund contribution of £907,040.

The estimated balance on the Council Tax Collection Fund is forecast on 15 January each year. Any surplus or deficit is shared between the County Council, the Police and Crime Commissioner, the Fire Authority and Taunton Deane, in shares relative to the precept levels.

This year the estimated balance is a surplus of £1,259,450. Taunton Deane's share of this amounts to £134.533, and this has been reflected in the General Fund Revenue Estimates.

It is **recommended**:-

- (a) That the following formal Council Tax Resolution to reflect the proposed Council Tax Freeze in 2015/2016 be approved:-
 - (1) That it be noted that on 15 January 2015 the Council calculated the Council Tax Base for 2015/2016:-
 - (i) for the whole Council area as 38,348.55 [Item T in the formula in Section 31B of the Local Government Finance Act 1992, as amended (the "Act"); and,

- (ii) for dwellings in those parts of its area to which a Parish precept related as in Appendix B below;
- (2) That the Council Tax requirement for the Council's own purposes for 2014/2015 (excluding Parish precepts) be calculated as £5,287,500;
- (3) That the following amounts be calculated for the year 2015/2016 in accordance with Sections 31 to 36 of the Act:-
- (i) £90,777,603 being the aggregate of the amounts which the Council estimates for the items set out in Section 31A(2) of the Act taking into account all precepts issued to it by Parish Councils. (*Gross Expenditure including amount required for working balance*)
 - (ii) £84,915,480 being the aggregate of the amounts which the Council estimates for the items set out in Section 31A(3) of the Act. (*Gross Income including reserves to be used to meet Gross Expenditure*)
 - (iii) £5,862,123 being the amount by which the aggregate at 3(a) above exceeds the aggregate at 3(b) above, calculated by the Council in accordance with Section 31A(4) of the Act as its Council Tax requirement for the year. (Item R in the formula in Section 31B of the Act). (*Total Demand on Collection Fund.*)
 - (iv) £152.86 being the amount at 3(c) above (Item R), all divided by Item T (1(a) above), calculated by the Council, in accordance with Section 31B of the Act, as the basic amount of its Council Tax for the year (including Parish precepts). (*Council Tax at Band D for Borough Including Parish Precepts and Special Expenses*)
 - (v) £574,623 being the aggregate amount of all special items (Parish precepts) referred to in Section 34(1) of the Act (as in Appendix B below). (*Parish Precepts and Special Expenses*).
 - (vi) £137.88 being the amount at 3(d) above less the result given by dividing the amount at 3(e) above by Item T (1(a) above), calculated by the Council, in accordance with Section 34(2) of the Act, as the basic amount of its Council Tax for the year for dwellings in those parts of its area to which no Parish precept relates. (*Council Tax at Band D for Borough Excluding Parish Precepts and Special Expenses*);
- (4) To note that Somerset County Council, Avon and Somerset Police and Crime Commissioner and Devon and Somerset Fire Authority would issue precepts to the Council in accordance with Section 40 of the Local Government Finance Act 1992 for each category of dwellings in the Council's area;

- (5) That the Council, in accordance with Sections 30 and 36 of the Local Government Finance Act 1992, hereby sets the aggregate provisional amounts shown in the table in Appendix A to these Minutes as the amounts of Council Tax for 2015/2016 for each part of its area and for each category of dwellings;
- (6) To determine that the Council's basic amount of Council Tax for 2015/2016 was not excessive in accordance with principles approved under Section 52ZB Local Government Finance Act 1992; and
- (7) To note that if the above formal Council Tax Resolution was approved the total Band D Council Tax would be as follows:-

	2014/2015	2015/2016	Increase
	£	£	%
Taunton Deane Borough Council	137.88	137.88*	0.00%
Somerset County Council	1,027.30	1,027.30*	0.00%
Police and Crime Commissioner	171.37	174.78*	1.99%
Devon and Somerset Fire Authority	76.89	76.89*	0.00%
Sub-Total	1,413.44	1,416.85*	0.24%
Town and Parish Council (average)	14.49	14.98	3.41%
Total	1,427.93	1,431.83*	0.27%

* provisional figures

APPENDIX A

Valuation Bands								
Council Tax Schedule 2015/16	Band A £	Band B £	Band C £	Band D £	Band E £	Band F £	Band G £	Band H £
Taunton Deane Borough Council *	91.92	107.24	122.56	137.88	168.52	199.16	229.80	275.76
Somerset County Council *	684.87	799.01	913.16	1,027.30	1,255.59	1,483.88	1,712.17	2,054.60
Police and Crime Commissioner * Devon & Somerset Fire & Rescue Authority *	116.52	135.94	155.36	174.78	213.62	252.46	291.30	349.56
	51.26	59.80	68.35	76.89	93.98	111.06	128.15	153.78
Parish / Town only (a) *	9.99	11.65	13.32	14.98	18.31	21.64	24.97	29.97
Parish / Town & District (b) *	101.91	118.89	135.88	152.86	186.83	220.80	254.77	305.73
Total (c)	954.56	1,113.65	1,272.74	1,431.83	1,750.02	2,068.20	2,386.39	2,863.67
<u>Parish: **</u>								
Ash Priors	944.57	1,101.99	1,259.42	1,416.85	1,731.71	2,046.56	2,361.42	2,833.70
Ashbrittle	958.51	1,118.26	1,278.02	1,437.77	1,757.27	2,076.78	2,396.28	2,875.54
Bathealton	948.41	1,106.48	1,264.55	1,422.61	1,738.75	2,054.89	2,371.02	2,845.23

Bishops Hull	957.31	1,116.87	1,276.42	1,435.97	1,755.08	2,074.18	2,393.29	2,871.94
Bishops Lydeard/Cothelstone	967.00	1,128.16	1,289.33	1,450.50	1,772.83	2,095.16	2,417.50	2,900.99
Bradford on Tone	959.21	1,119.08	1,278.95	1,438.82	1,758.55	2,078.29	2,398.03	2,877.63
Burrowbridge	960.91	1,121.07	1,281.22	1,441.37	1,761.67	2,081.98	2,402.28	2,882.74
Cheddon Fitzpaine	959.68	1,119.63	1,279.58	1,439.52	1,759.42	2,079.31	2,399.21	2,879.05
Chipstable	956.88	1,116.36	1,275.84	1,435.32	1,754.28	2,073.24	2,392.21	2,870.65
Churchstanton	961.49	1,121.73	1,281.98	1,442.23	1,762.73	2,083.22	2,403.72	2,884.46
Combe Florey	958.48	1,118.23	1,277.98	1,437.73	1,757.22	2,076.72	2,396.21	2,875.45
Comeytrowe	952.46	1,111.20	1,269.95	1,428.69	1,746.18	2,063.66	2,381.15	2,857.38
Corfe	954.91	1,114.06	1,273.21	1,432.36	1,750.67	2,068.97	2,387.27	2,864.73
Cotford St Luke	959.24	1,119.11	1,278.99	1,438.86	1,758.61	2,078.35	2,398.10	2,877.72
Creech St Michael	964.83	1,125.63	1,286.44	1,447.24	1,768.85	2,090.46	2,412.07	2,894.49
Durstun	951.44	1,110.01	1,268.58	1,427.15	1,744.30	2,061.44	2,378.59	2,854.31
Fitzhead	961.65	1,121.93	1,282.20	1,442.48	1,763.03	2,083.58	2,404.13	2,884.96
Halse	953.89	1,112.87	1,271.85	1,430.84	1,748.80	2,066.76	2,384.73	2,861.67
Hatch Beauchamp	954.94	1,114.09	1,273.25	1,432.41	1,750.72	2,069.03	2,387.34	2,864.81

Kingston St Mary	953.13	1,111.99	1,270.84	1,429.70	1,747.41	2,065.12	2,382.83	2,859.40
Langford Budville	957.69	1,117.30	1,276.92	1,436.53	1,755.76	2,074.99	2,394.22	2,873.07
Lydeard St Lawrence/Tolland	957.41	1,116.98	1,276.54	1,436.11	1,755.25	2,074.38	2,393.52	2,872.22
Milverton	960.81	1,120.95	1,281.08	1,441.22	1,761.49	2,081.76	2,402.03	2,882.43
Neroche	957.05	1,116.55	1,276.06	1,435.57	1,754.58	2,073.60	2,392.62	2,871.14
North Curry	960.11	1,120.12	1,280.14	1,440.16	1,760.19	2,080.23	2,400.27	2,880.32
Norton Fitzwarren	962.38	1,122.78	1,283.17	1,443.57	1,764.36	2,085.15	2,405.95	2,887.14
Nynehead	957.44	1,117.01	1,276.58	1,436.16	1,755.30	2,074.45	2,393.59	2,872.31
Oake	954.91	1,114.06	1,273.21	1,432.36	1,750.66	2,068.97	2,387.27	2,864.72
Otterford	944.57	1,101.99	1,259.42	1,416.85	1,731.71	2,046.56	2,361.42	2,833.70
Pitminster	956.75	1,116.20	1,275.66	1,435.12	1,754.04	2,072.95	2,391.87	2,870.24
Ruishton/Thornfalcon	960.73	1,120.85	1,280.97	1,441.09	1,761.33	2,081.57	2,401.81	2,882.18
Sampford Arundel	970.43	1,132.17	1,293.91	1,455.65	1,779.12	2,102.60	2,426.08	2,911.29
Staplegrove	952.60	1,111.36	1,270.13	1,428.90	1,746.43	2,063.96	2,381.49	2,857.79
Stawley	956.03	1,115.37	1,274.71	1,434.05	1,752.72	2,071.40	2,390.08	2,868.09
Stoke St Gregory	962.56	1,122.98	1,283.41	1,443.84	1,764.69	2,085.54	2,406.40	2,887.68

Stoke St Mary	955.38	1,114.61	1,273.85	1,433.08	1,751.54	2,070.00	2,388.46	2,866.15
Taunton	946.55	1,104.31	1,262.07	1,419.83	1,735.35	2,050.87	2,366.38	2,839.66
Trull	959.17	1,119.03	1,278.89	1,438.75	1,758.47	2,078.19	2,397.92	2,877.50
Wellington	962.83	1,123.31	1,283.78	1,444.25	1,765.19	2,086.14	2,407.08	2,888.50
Wellington Without	957.89	1,117.54	1,277.19	1,436.84	1,756.14	2,075.43	2,394.73	2,873.68
West Bagborough	959.39	1,119.29	1,279.19	1,439.09	1,758.88	2,078.68	2,398.48	2,878.17
West Buckland	956.46	1,115.87	1,275.28	1,434.69	1,753.50	2,072.32	2,391.14	2,869.37
West Hatch	956.31	1,115.69	1,275.08	1,434.46	1,753.23	2,072.00	2,390.77	2,868.93
West Monkton	959.39	1,119.28	1,279.18	1,439.08	1,758.87	2,078.67	2,398.46	2,878.16
Wiveliscombe	961.04	1,121.21	1,281.38	1,441.56	1,761.90	2,082.25	2,402.59	2,883.11

(* provisional figures)

(** this may be subject to penny rounding adjustments and will be confirmed in the final Tax Report to Full Council on the 24 February 2015)

**APPENDIX
B**

TOWN AND PARISH COUNCIL PRECEPTS

Parish/Town Council	2014/15			2015/16			Council Tax Increase
	Tax Base	Precept Levied	Council Tax Band D	Tax Base	Precept Levied	Council Tax Band D	
	£	£	£	£	£	£	
Ash Priors	77.15	-	-	80.62	-	-	0.00%
Ashbrittle	91.49	1,800	19.67	91.07	1,905	20.92	6.32%
Bathealton	85.52	500	5.85	86.75	500	5.76	-1.42%
Bishops Hull	1,066.11	21,000	19.70	1,098.26	21,000	19.12	-2.93%
Bishops Lydeard/Cothelstone	1,051.08	32,321	30.75	1,075.15	36,176	33.65	9.42%
Bradford on Tone	285.36	5,500	19.27	284.52	6,250	21.97	13.97%
Burrowbridge	200.22	4,900	24.47	203.92	5,000	24.52	0.19%
Cheddon Fitzpaine	612.72	13,900	22.69	611.88	13,874	22.67	-0.05%
Chipstable	130.11	2,223	17.09	127.21	2,350	18.47	8.12%
Churchstanton	348.93	8,681	24.88	353.59	8,974	25.38	2.01%
Combe Florey	120.42	2,250	18.68	119.75	2,500	20.88	11.73%

Comeytrowe	1,955.60	23,154	11.84	1,955.48	23,153	11.84	0.00%
Corfe	132.54	1,500	11.32	128.91	2,000	15.51	37.09%
Cotford St Luke	764.65	16,065	21.01	755.37	16,626	22.01	4.76%
Creech St Michael	952.22	26,948	28.30	957.82	29,111	30.39	7.40%
Durston	58.89	600	10.19	58.23	600	10.30	1.13%
Fitzhead	116.15	2,844	24.49	116.86	2,995	25.63	4.67%
Halse	139.93	2,000	14.29	143.01	2,000	13.99	-2.15%
Hatch Beauchamp	252.87	4,000	15.82	257.15	4,000	15.56	-1.66%
Kingston St Mary	425.85	5,508	12.93	428.70	5,508	12.85	-0.66%
Langford Budville	228.27	4,500	19.71	228.61	4,500	19.68	-0.15%
Lydeard St Lawrence/Tolland	204.14	3,938	19.29	207.41	3,995	19.26	-0.15%
Milverton	569.28	14,000	24.59	574.56	14,000	24.37	-0.92%
Neroche	245.73	4,484	18.25	237.51	4,446	18.72	2.58%
North Curry	692.49	15,342	22.15	706.54	16,469	23.31	5.21%
Norton Fitzwarren	904.74	25,122	27.77	946.60	25,292	26.72	-3.78%
Nynehead	162.35	4,250	26.18	165.76	3,200	19.31	-26.25%

Oake	320.09	5,000	15.62	322.36	5,000	15.51	-0.70%
Otterford	168.69	-	-	166.18	-	-	0.00%
Pitminster	451.84	8,899	19.70	459.77	8,400	18.27	-7.24%
Ruishton/Thornfalcon	576.15	14,000	24.30	577.61	14,000	24.24	-0.25%
Sampford Arundel	124.91	4,800	38.43	123.72	4,800	38.80	0.96%
Staplegrove	743.74	11,800	15.87	788.65	9,500	12.05	-24.08%
Stawley	133.37	2,400	18.00	139.56	2,400	17.20	-4.44%
Stoke St Gregory	352.08	9,000	25.56	355.72	9,600	26.99	5.58%
Stoke St Mary	198.81	3,236	16.28	199.43	3,236	16.23	-0.31%
Taunton	14,206.18	42,292	2.98	14,395.62	42,900	2.98	0.00%
Trull	994.65	18,000	18.10	1,004.56	22,000	21.90	21.02%
Wellington	4,355.37	108,666	24.95	4,482.33	122,816	27.40	9.82%
Wellington Without	292.04	5,640	19.31	300.18	6,000	19.99	3.50%
West Bagborough	163.53	2,500	15.29	157.40	3,500	22.24	45.45%
West Buckland	419.36	7,483	17.84	416.48	7,428	17.84	-0.05%
West Hatch	135.80	2,330	17.16	132.29	2,330	17.61	2.65%

West Monkton	1,105.07	27,379	24.78	1,276.68	28,379	22.23	-10.28%
Wiveliscombe	1,046.48	25,000	23.89	1,048.77	25,910	24.71	3.41%
Totals	37,662.97	545,755	14.49	38,348.55	574,623	14.98	3.41%

(ii) Councillor Mrs Jean Adkins

Housing Revenue Account Estimates 2015/2016

(These recommendations need to be read in conjunction with the report submitted to the Executive on 5 February 2014 which includes all the details of the proposed Housing Revenue Account Budget.)

The Executive has given consideration to the proposed Housing Revenue Account (HRA) estimates for the 2015/2016 Financial Year. It also includes details of the proposed increase in Average Weekly Rent for the year where a 2.2% increase has been recommended.

2015/2016 will be the fourth year of operating the HRA under self-financing arrangements. The Council remains on course to repay the settlement debt of £85,200,000 by 2030.

The Proposed Budget is based on assumptions and estimates on expenditure requirements and income projections, in order to deliver the updated Business Plan.

Dwelling rents for approximately 5,800 properties provides annual income of over £24,000,000 for the HRA.

Local authorities have both the power and duty to set their own rent. However, in December 2000 Central Government set out a policy for social rents in England to be fair, affordable and less confusing for tenants. Local Authorities and Housing Associations were required to bring rents into line over several years, using a national formula to set a target rent (also called 'formula rent') based on property values and average manual earnings in each area.

The previous subsidy system required Local Authorities to raise their 'average weekly rent' to meet the 'target' or 'formula' rent by the convergence date of 2015/2016. However, the Government has recently amended its guidance in this respect and full convergence cannot now be obtained.

2014/2015 was the final year that a convergence factor could be included in the rent calculation and the continuing budget impact of this change is that the Council will lose the potential to increase rent income by approximately £242,000 per year from 2015/2016 onwards.

From 2015/2016 the Government has altered the basis for calculation of guideline rent increases, from RPI plus ½%, to CPI plus 1%.

In line with the national rent guidance and the service need identified in the Business Plan, it is proposed that the average weekly rent for dwellings for 2015/2016 should be set at the guideline rent of £83.88, an increase of 2.2% or £1.82 per week.

The budget for non-dwelling rents and charges for services and facilities is based on a 2.3% increase.

The Corporate Scrutiny Committee considered the 2014/2015 draft budget at its meeting on 22 January 2015 where no formal recommendations to change the HRA budget were made.

The Tenants Services Management Board has also considered the report.

An Equality Impact Assessment has been undertaken on the proposed rent increase. Members are asked to take this assessment into account in confirming the recommended budget proposals for 2014/2015.

It is therefore **recommended** that:-

- (1) The Average Weekly Rent increase of 2.2% be approved; and
- (2) The Housing Revenue Account budget for 2015/2016 be agreed.

(iii) Councillor Norman Cavill

(a) Support and Funding for the Arts and Creative Industries

At its January meeting, the Executive considered requests for financial assistance from two organisations within the Arts and Creative Industry sector.

The applications are from:-

- **Arts Taunton** – This is the new umbrella organisation that seeks to draw together Cultural and Arts organisations in Taunton Deane creating a vibrant, coordinated programme of activity.

The former Taunton Cultural Consortium has been rebranded to take on the new name Arts Taunton. The new brand has a strapline of “Driving prosperity through culture”. However the re-branding involves costs particularly around publicity materials which include a new website. These costs are estimated to be a maximum of £10,000 which the Council has been asked to consider funding.

Arts Taunton also have a number of key actions the group intended to take which included:-

- (1) An independent feasibility study to evaluate whether the aspiration expressed by a number of organisations within the consortium for a 1000-1500 seat flexible entertainment venue is viable in Taunton;
- (2) An audit of all performing spaces in Taunton, their capacity and infrastructure; and
- (3) To make available a public space with good footfall for a regularly

changing “pop-up” art display.

- **Hestercombe Gardens Trust**

The trust has applied for a grant of £10,000 for each of the next two financial years 2015/2016 and 2016/2017. This would enable continued delivery of the Contemporary Arts Gallery at Hestercombe House. This funding would create leverage for access to significant match funding.

A significant footfall has been generated by the Gallery during the current year as has the number of additional volunteers that have been recruited to deliver the work. This represents significant economic benefit to the area.

The applications have also been considered by the Corporate Scrutiny Committee and Members are generally supportive as to providing the requested funding.

In the circumstances, it is **recommended** that:-

- (i) A Supplementary Estimate of £10,000 for 2014/2015 from General Fund Reserves to enable a grant to be made to support Arts Taunton be approved; and
- (ii) A Supplementary Estimate of £20,000 from General Fund Reserves to enable a grant be made to the Hestercombe Gardens Trust be also approved. The funds would be held in an earmarked reserve with £10,000 available in both the 2015/2016 and 2016/2017 financial years.

(b) Movement of the Tourist Information Centre (TIC) to part of The Market House, Taunton – Request for funding

The TIC has been located in Paul Street adjacent to Taunton Library since 1996.

The Taunton Rethink document previously made reference to the relocation of the TIC possibly to the Coal Orchard site in conjunction with a regenerated Brewhouse Theatre or to a site in North Street.

As neither of these options were currently available, the possible use of part of The Market House in Fore Street, Taunton has been considered. This building is very large with distinct areas which could be let in individual sections to maximise the income generated by the Council and widened the use of the building.

Its position would also create a very visible presence in this key central part of Taunton which is also perceived as increasing the commercial opportunities for the TIC.

The proposed location of the TIC in the western end of The Market House will complement the letting of the ground floor and basement areas to a good quality

restaurant chain. This is in part due to the quality of the proposed design incorporating a new glazed area within the arches of the Market House which will create a new entrance to the this area of the building.

The final benefit of this proposed move is the reduction of costs associated with the current lease at the Library. The rental cost at the Library together with the annual management charge represents a cost of over £20,000 per annum. Whilst the final rental cost for The Market House is not yet settled, overall savings should be in the region of £10,000.

The company JP Gainsford has been instructed to provide an initial design, provide indicative costings, secure necessary access permissions and project manage any agreed build.

The indicative costing for the work is £120,000 although this represents a maximum cost and includes an appropriate contingency which links to the age of the building.

If the necessary budgetary allocations are made, it is aimed to complete the works by 30 June 2015.

In the circumstances, it is **recommended** that:-

- (1) The principle of moving the Tourist Information Centre to The Market House be agreed; and
- (2) Full Council be recommended to agree the inclusion of a capital budget of £120,000 within the General Fund Capital Programme, to be funded from the Growth and Regeneration (New Homes Bonus) Reserve.

(iv) Councillor Vivienne Stock-Williams

(a) Proposed Business Case for a Shared Legal Service

The Executive has recently considered a report which set out the latest position in respect of the preparation of a draft Business Case for establishing a shared Legal Service between Mendip District Council (MDC), Taunton Deane Borough Council (TDBC) and West Somerset Council (WSC).

The three Councils have been working together to examine the feasibility of sharing legal services. This work has flowed from the Somerset Shared Services Task and Finish Group which directed that such a project should be potentially undertaken across all Somerset authorities.

Following the completion of an outline business case in April 2014, Somerset County Council, Sedgemoor District Council and South Somerset Council decided not to pursue the matter at this time. However, MDC, TDBC and WSC have agreed to pursue their ambition to forge a constructive partnership to deliver legal services collectively.

A Joint Officer Project Board was established to develop the Business Case. Its vision was to create a dedicated service to support public and third sector clients with specialist and cost effective advice.

The key objectives of the project will be to:-

- Deliver a significant budget saving for TDBC and WSC;
- Create a flexible resilience model, with a critical mass of expertise;
- Provide enhanced efficiency and effectiveness; and
- Establish an arrangement that would operate for a minimum initial five year period with a review at the end of year four.

The outcome from this work was the production of a draft Business Case for a shared Legal Service based on the model of MDC to be the host authority and aiming for an implementation date of 1 April 2015.

The lead authority model option is seen to be the most appropriate as it will enable the three Councils to set up a shared service relatively swiftly with the minimum of risk. It is likely to be seen as a first step towards a fully integrated service that could potentially be expanded with further partners at a later date.

It was proposed that MDC should be the host authority for the following reasons:-

- they had the management capacity to absorb the work required;
- they had significant experience of managing such joint arrangements, for example, managing the WSC Legal Contract and also undertaking legal work for Somerset County Council;
- their financial requirements were more flexible which would enable MDC to bear some upfront management costs whilst ensuring that TDBC and WSC could benefit from immediate savings; and
- they were very committed and keen to undertake this role.

The host authority model involves current TDBC staff being transferred under the Transfer of Undertakings and Protection of Employees (TUPE) Regulations to MDC. There has been consultation with all affected staff throughout the process. It is anticipated that all existing staff would have the option of a job in the new shared service.

The Business Case has demonstrated that for TDBC the annual cost of providing the Legal Service will be reduced by £22,323 to £200,915, representing a 10% saving. Correspondingly, the annual cost to WSC would be reduced by £20,113 to £113,977 which represents a 15% saving.

MDC has agreed to defray initial savings on the basis that in the Business Case it is anticipated that there will be some growth in terms of generating additional income and the distribution formula for this will be set to ensure that MDC receives a 15% saving from this income as the first priority. Additional

growth beyond this would then be distributed between the three partners based on a formula linked to their respective inputs into the partnership.

The high level financial Business Case has been signed off by the Section 151 Officers of the three Councils.

Consultations have been undertaken with UNISON and the affected staff at the three Councils. The comments received from the Taunton Deane UNISON Branch and the Management responses thereto have previously been made available to Members of the Corporate Scrutiny Committee and the Executive.

Reports on the proposed shared service produced by the Association for Public Excellence (APSE) and the Chartered Institute of Public Finance and Accountancy (CIPFA), have also been circulated for the information of Members.

The Business Case has been considered by the Scrutiny Committees and Cabinets of both WSC and MDC, all of whom were fully supportive of the proposals.

TDBC's Corporate Scrutiny Committee considered the proposal at its meeting on 20 November 2014 where, after a lengthy debate, the decision was taken to defer consideration until such time as the report from APSE was received.

A further meeting of the Corporate Scrutiny Committee was held on 13 January 2015 when Members agreed to support the introduction of a Shared Legal Service subject to a six month 'break clause' being included in the Inter Authority Agreement between the Councils which could be invoked by TDBC after the first three years of operation of a shared service.

Reported that MDC has indicated that it was amenable to this amendment subject to certain 'receipted costs' incurred by that authority being able to be recouped. Such costs would be agreed at the time of any termination of the agreement.

The Executive accepted this recommended change to the Inter Authority Agreement from the Corporate Scrutiny Committee.

In anticipation that Full Council choose to adopt the proposed Business Case, attached at Appendix A is a draft Inter-Authority Agreement to ensure the proper and transparent governance of the proposed Shared Legal Service. Essentially this document formalises an arrangements whereby MDC can discharge TDBC's and WSC's relevant functions through a shared legal practice under the provisions of Section 101 of the Local Government Act 1972 and of the Local Government (Arrangement for the Discharge of Functions) (England) Regulations 2000.

This is an important document as it sets out the terms and conditions that the three authorities will be required to work within for the provision of the service. A broad framework of the document is based on best practice and has been

the subject of detailed due diligence from senior managers, legal professionals, human resource specialists and Section 151 Financial Officers from all three authorities.

There is a specific requirement in clause 3.6 that TDBC and WSC will designate a senior officer as a Contract Manager for the service in relation to delivery of the service to TDBC and WSC. The Assistant Chief Executive is currently the senior officer responsible for the provision of the legal service across both authorities and has had significant experience in managing a similar contract with Mendip District Council since 2008.

It is therefore recommended that the Assistant Chief Executive be designated to fulfil the role of Contract Manager for WSC and TDBC.

If these recommendations are adopted, then certain detailed amendments to the existing constitution need to be agreed and these are set out in Appendix B to this report.

It is **recommended** that:-

- (1) The draft Business Case for a Shared Legal Service to be implemented with effect from 1 April 2015 be approved;
- (2) The Inter-Authority Agreement – as set out in Appendix A – as the framework for operating a Shared Legal Service with effect from 1 April 2015 be endorsed;
- (3) The Assistant Chief Executive be designated to undertake the role of “Contract Manager” as defined in the Inter-Authority Agreement; and
- (4) Amendments to the Constitution be agreed to reflect the proposed arrangements as set out in Appendix B.

Appendix A

DATED

2015

MENDIP DISTRICT COUNCIL

And

TAUNTON DEANE BOROUGH COUNCIL

And

WEST SOMERSET COUNCIL

Agreement relating to the Shared Legal Service

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"1999 Act"

means the Local Government Act 1999;

"Additional Clients"

are organisations other than TDBC and WSC to whom MDC provides legal services in accordance with Clause 22.1;

"Additional Expenditure"

means any Expenditure which is not included within the Core Legal Budget as set out in the baseline budget, is directly attributable and commensurate to the Service and which has been agreed in advance by the Contract Manager including but not limited to benefit fraud, monitoring officer case work, etc.;

"Agreed Variation Notice"

is a variation notice which has been agreed in accordance with Clause 21;

"Best Value"

means each Party's duty to secure economy, efficiency and effectiveness in delivery of Services pursuant to section 3 of the 1999 Act;

"Business Services Manager"

means the Senior Officer at MDC appointed in accordance with Clause 3.12;

"CEDR"

means the Centre for Effective Dispute Resolution;

"CILEX"

means the Chartered Institute of Legal Executives

"Charges"

means the payments made to MBC by TDBC or WSC in accordance with Clause 11;

"Clients"

means elected members of or departments of or duly authorised officers employed by TDBC and WSC who wish to be or are provided with the Service together or such other organisations wholly owned by TDBC and WSC as they may nominate;

"Codes of Conduct"

means the Solicitors Regulation Authority Code of Conduct 2011 and the CILEX Professional Standards Code of Conduct;

"Commencement Date"

means 1 April 2015;

"Consents"

means all permissions, consents, approvals, certificates, permits, licences and authorisations required for the performance of the Service in accordance with this Agreement and consents of Clients, the court or as may be required to comply with the Codes of Conduct;

"Contract Managers"

means the Senior Officers appointed in accordance with Clause 3.5 and 3.6;

"Core Hours"

means the number of hours allocated to the Parties in accordance with paragraph 2.9 of Appendix 2 (as varied in accordance with this Agreement);

"Core Legal Budget"

means the annual amounts set out in paragraphs 2.4 and 2.5 of Appendix 2, which includes such direct costs and agreed central overheads of the shared level service as set out in Annex 1 of Appendix 2;

"Data Controller" and "Data Processor"

means the same as set out in the Data Protection Act 1998;

"Day(s)"

means a calendar day unless specifically noted to be a Working Day;

"DPA"

means the Data Protection Act 1998;

"Default"

means a breach of the Agreement which does not amount to a Fundamental Breach;

"Dispute Resolution"

means the dispute resolution process set out in Clause 20;

"Employees"

means the employees listed in Appendix 7;

"Employee Liability Information"

means the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE;

"Employment Claim"

has the meaning given in Clause 6.10;

"EIR"

means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;

"Excluded Services"

means the services specified in Part B of Appendix 1;

"Exit Plan"

means a document agreed between the Parties in accordance with Appendix 5;

"Expenditure"

means the sum of :

- (a) an equitable proportion of MDC's overheads attributable to such finance, human resources, administrative and corporate Staff who support the Service;

- (b) "Employee Costs" comprising monthly pay for Staff (basic); agreed overtime; training for professional qualifications; other CPD training costs; practising certificates; Staff travel expenses; costs of professional subscriptions; Staff car allowances/mileage costs; statutory notices; and
- (c) "Non-Employee Costs" comprising solely of Staff training (general); recruitment expenses; building maintenance; contract hire and operations; purchase and lease of equipment; case management and ICT systems and upgrades; knowledge management systems; relevant insurance costs; costs and fees of inspections including LEXCEL(when implemented) and IIP; catering costs and expenses; corporate membership of appropriate bodies including the Law Society, CILEX, Association of Council Secretaries and Solicitors, stationary; in-house printing; external printing; brochures; books and publications; postage; DX charges; mobile phone charges; subsistence and conferences; hotel accommodation; conference fees; office equipment (including dictation machines, chairs, foot stools, binding machine and supplies); copyright licences; staff newsletters and meetings; remote working equipment and running costs and miscellaneous supplies; expenditure on the development of systems or individuals and on consultancy all for the purposes of improving the efficiency, quality and effectiveness of the shared legal service;

together with any additional items of Employee or Non-Employee costs which are reasonably required for the delivery of the Service and which have been agreed with the Contract Managers provided always that all Employee Costs and Non-Employee Costs have been incurred solely, directly, properly and reasonably in the provision of the Service by the shared legal service to Clients and are consistent with the Parties' own policies in relation to incurring expenses in the relevant Financial Year.

"Expiry Date"

means 31 March 2020;

"Extension Period"

means an extension to the duration of the Agreement in accordance with Clauses 2.2 and 2.3;

"Financial Year"

means any year during this Agreement commencing on 1 April and finishing on 31 March;

"FOIA"

means the Freedom of Information Act 2000;

"Force Majeure"

has the meaning given in Clause 17;

"Fundamental Breach"

means:

- a) a breach of Clause 12.1 or 12.2;
- b) three or more Defaults in a six month period;

- c) a default which is not capable of remedy in accordance with Clause 16 and which has or will have a material adverse impact on TDBC, WSC and/or Clients;

"Future Provider"

A provider of the Services or part thereof or of services substantially the same as the Services or part thereof upon the cessation of provision thereof by MDC;

"Guidance"

means any applicable guidance or directions with which MDC is bound to comply;

"Head of Partnership"

Means the Corporate Manager for Governance Assets and Public Spaces and Monitoring Officer at MDC

"Income "

shall include but not be limited to fees (including the Parties legal budgets), charges, virements, any interest accrued, revenues and royalties attributable to provision of the Service by the Shared Legal Service under this Agreement;

"Intellectual Property Rights"

means any and all patents, trademarks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;

"Legislation"

means any one or more of the following:

- a) any Act of Parliament;
- b) any subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;
- c) any exercise of the Royal Prerogative; and
- d) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972,

in each case in the United Kingdom;

"Local Government Pay Award"

means any National Joint Council for Local Government Services pay award made for any Financial Year;

"Losses"

has the meaning given in Clause 6.6;

"Material Breach"

means a breach of the terms of this Agreement of sufficient significance to impede the effective delivery of the Service, or which creates a significant risk for a Party, or causes TDBC and WSC significant losses or costs;

"Mediator"

means a mediator appointed in accordance with Clause 20;

"Model Procedure"

has the meaning given in Clause 20.4;

"Monitoring Officer"

means the officer responsible for performing duties imposed by section 5 of the 1989 Act;

"Notice of Termination"

means a notice served in accordance with Clause 16;

"Personal Data"

has the meaning ascribed to it in the Data Protection Act 1998;

"Potential Returning Employees"

has the meaning given in Appendix 5 Clause 5.3;

"Professional Head of Service"

means the Senior Officer at MDC appointed in accordance with Clause 3.11;

"Public Procurement Regulations"

means Directive 2014/24/EU and the Public Contracts Regulations 2006 and any regulations implemented thereunder and any future directive, enactment, order, regulation, or instrument as may amend, replace, consolidate or re-enact;

"Records"

means any record, data (including metadata), document or information howsoever stored which is communicated in writing, orally, electronically or by any other means by MDC, its staff, sub-contractors and agents relating to the Service and the Agreement;

"Redundant"

means redundant as defined in section 139 of the Employment Rights Act 1996;

"Relevant Transfer"

a transfer to which TUPE applies;

"Returning Employees"

an employee who transfers to MDC or a Future Provider on a Relevant Transfer;

"Returning Services"

the Service or part thereof, or of services substantially the same as the Service or part thereof upon cessation of provision thereof by MDC, which will continue to be provided by TDBC and WSC or a Future Provider

"Senior Officer"

Means an officer of at least tier 3 or equivalent seniority.

"Service"

means all legal services included at Appendix 1 except for any Excluded Services set out in Part B of Appendix 1;

"The Shared Legal Service"

means the Shared Legal Service which is not a separate legal entity in its own right and hence where any obligation in this Agreement is expressed to be an obligation of the shared legal service, such obligation shall be deemed to be an obligation of MDC;

"Shared Service Account"

means the specific account held by MDC for the purposes of the operation of the Shared Legal Service;

"SLA "

means a Service Level Agreement entered into between the Shared Legal Service and the Clients

"SRA "

means the Solicitors Regulation Authority;

"Staff"

means any employee who delivers the Service (including the Employees);

"Surplus"

means the amount by which the Income of the Shared Legal Service exceeds the Expenditure as established through the preparation of an income and expenditure statement prepared in accordance with CIPFA'S Statement of Recommended Practice (SORP);

"Termination"

means termination of the Agreement in accordance with Clause 16;

"TUPE"

the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246);

"Variation Notice"

means a notice served in accordance with Clause 21.2;

"Working Day(s)"

means a day on which clearing banks in the City of London are (or would be but for strike, lock-out or other stoppage affecting particular banks generally) open during banking hours.

1.2 In this Agreement except where the context otherwise requires:

1.2.1 the masculine includes the feminine and vice-versa;

1.2.2 the singular includes the plural and vice-versa;

1.2.3 any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;

1.2.4 any reference to any enactment, order, regulation, code, guidance or other similar instrument shall be construed as a reference to the enactment, order, regulation, code, guidance or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;

- 1.2.5 headings are for convenience of reference only;
- 1.2.6 words preceding include, includes, including and included shall be construed without limitation by the words which follow those words; and
- 1.2.7 the Appendices to this Agreement form part of this Agreement.
- 1.3 The Parties agree that nothing within the Agreement shall be construed as a solicitor's undertaking as defined in the Codes of Conduct.
- 1.4 Save as otherwise expressly provided, nothing contained or implied in this Agreement shall prejudice, affect or otherwise fetter the rights, powers, duties and obligations of any Party in the exercise of its functions as a local authority.
- 1.5 Notwithstanding any other provisions of this Agreement, no Party shall be entitled to claim an amount, include a figure in a calculation, or recover a cost to the extent that it had already been accounted for, included, or recovered pursuant to this Agreement or otherwise.
- 1.6 If any payment due under this Agreement is paid later than the due date then interest will be payable from the date the payment is due to the date of payment at 4% above the base lending rate of the Bank of England.

2 Start and duration of this Agreement

- 2.1 Subject to Clause 2.2 this Agreement will start on the Commencement Date and shall remain in force for a minimum period of five years until the Expiry Date unless terminated earlier in accordance with the provisions of this Agreement.
- 2.2 The Parties shall review the Agreement at the expiry of four years from the Commencement Date following which review the Parties may agree to extend the terms of this Agreement for a further period of five years from the Expiry Date. If the Parties so agree this Agreement shall continue in force on the terms set out in this Agreement or on such varied terms as may be agreed in accordance with Clause 21 of this Agreement.
- 2.3 At the end of the extension referred to in Clause 2.2, this Agreement may be extended for further periods of five years and if such extensions are agreed by the Parties then this Agreement shall continue in force on the terms set out in this Agreement or on such varied terms as may be agreed in accordance with Clause 21 of this Agreement.

3 Governance

- 3.1 TDBC and WSC warrant that they have validly resolved that MDC shall provide the Service through the Shared Legal Service, and copies of the relevant resolutions of TDBC and WSC are attached at Appendix 6 of this Agreement and that to the best of their knowledge and belief they have not received notification of any call in, scrutiny or legal challenge to that resolution and that such resolution remains valid.

- 3.2 MDC warrants that it has validly resolved that it will discharge the relevant functions of TDBC and WSC through the Shared Legal Service and copies of the relevant resolutions of MDC are attached at Appendix 6 of this Agreement and that to the best of its knowledge and belief it has not received notification of any call in, scrutiny or legal challenge to that resolution and that such resolution remains valid.
- 3.3 The Parties confirm that the Service shall be delivered through the Shared Legal Service under the terms of this Agreement.
- 3.4 The Parties confirm that subject to the terms of this Agreement the delivery of the Service and the expenditure of the costs directed to the provision of the Service in accordance with Appendix 2 shall be the responsibility of the Shared Legal Service.
- 3.5 MDC will designate a Senior Officer as a Contract Manager for the Service in relation to delivery of the Service to MDC.
- 3.6 TDBC and WSC will designate a Senior Officer as a Contract Manager for the Service in relation to delivery of the Service to TDBC and WSC.
- 3.7 The Parties agree that the Contract Managers shall operate with the overall purpose of monitoring, directing, advising and securing adherence to the effective performance of the Agreement and the delivery of the Service.
- 3.8 The Parties agree that in order to comply with Clause 3.7 above the Contract Managers shall meet monthly with progression to quarterly meetings as and when agreed.
- 3.9 The Parties agree that they shall seek to operate this Agreement through consensus wherever possible and shall use the Contract Managers as a forum for discussing and seeking to resolve any issues, concerns or complaints arising in relation to the operation of this Agreement.
- 3.10 The Parties agree that they will therefore use reasonable endeavours to seek to resolve any issues, concerns or complaints arising in relation to the operation of this Agreement through the Contract Managers before seeking to invoke any of the provisions of this Agreement relating to Default, Termination or Dispute Resolution.
- 3.11 The Parties agree that the Contract Managers together with the Head of Partnership shall negotiate settlements where there is a mutual agreement between the employer and a member of staff that, despite a responsible period of support and development by MDC, the member of staff does not have the necessary skills and experience to satisfy the requirements of the new roles. This clause is subject to clause 6.7 and 6.8.
- 3.12 MDC will appoint a Senior Officer as the Professional Head of Service and Deputy Monitoring Officer of the Parties who will in addition be responsible for

essential areas of practice which ensure delivery of high a high quality and cost effective Shared Legal Service.

- 3.13 MDC will appoint a Senior Officer as the Business Services Manager and Deputy Monitoring Officer of the Parties who will in addition take day to day management decisions relating to the Service.

4 The Agreement

- 4.1 This Agreement sets out all the terms and conditions which the Parties have agreed regarding the provision of the Service and supersedes any representations, documents, negotiations or understandings, whether oral or written, made, carried out or entered into before the date of this Agreement.
- 4.2 The Parties have satisfied themselves in relation to any matters or information which they are relying upon in deciding to enter into this Agreement save where the Parties have warranted matters, in Clauses 3.1. and 3.2 above.
- 4.3 The Parties agree that (except for any liability which a Party has under or in respect of any breach of this Agreement in particular but not limited to the provision of the Service in accordance with the Service Standards of any liabilities relating to fraud, death, personal injury or any other liability which cannot be excluded or limited by law and Clauses 10.6 and 10.7), no Party shall owe any duty of care or have any liability in tort or otherwise to any other Party in respect of, arising out of or in any way relating to the transactions contemplated by this Agreement, provided that nothing in this Clause 4 shall exclude any liability for, or remedy in respect of, fraudulent or negligent misrepresentation.

5 Objectives and Partnership Working

- 5.1 The Parties shall establish, develop and implement their collaborative relationship with the objective of:
- 5.1.1 implementing the Service from the Commencement Date and within the budgets set out in Appendix 2;
 - 5.1.2 providing a high quality Service;
 - 5.1.3 committing to people including staff and Clients of the Service; and
 - 5.1.4 delivering long term savings and benefits to the Parties.
- 5.2 The objectives are to be kept under review in accordance with Clause 3.8 and through Staff meetings and effective communication.
- 5.3 The Parties agree to adopt a systematic approach to partnership working and problem resolution which is based on:

- 5.3.1 the achievement of solutions for the benefit of Clients and to achieve Best Value for each Party;
- 5.3.2 trust, fairness, mutual co-operation, dedication to agreed common goals and an understanding of each Party's expectations and values;
- 5.3.3 seeking solutions without apportioning blame;
- 5.3.4 mutually beneficial outcomes;
- 5.3.5 treating the Parties as equals in the dispute resolution process;
- 5.3.6 a mutual acceptance that adversarial attitudes waste time and money; and
- 5.3.7 the Parties being equal stakeholders.

6 Staffing

- 6.1 The Parties acknowledge that the provision by MDC of the Service to TDBC and WSC through the Shared Legal Service from the Commencement Date shall, with respect to each of the employees listed in Appendix 7 (“the Employees”) constitutes a relevant transfer for the purposes of TUPE. The Parties further agree that as a consequence of that transfer the contracts of employment made between TDBC and WSC and the Employees (save insofar as such contracts relate to benefits for old age, invalidity or survivors under any occupational pension scheme) shall have effect from and after the Commencement Date as if originally made between MDC and the Employees.
- 6.2 TDBC and WSC has supplied to MDC information which is contained in Appendix 7 in relation to the Employees and TDBC and WSC warrant that such information is complete and accurate as far as it is aware or should reasonably be aware as at the date of this Agreement. TDBC and WSC shall indemnify and keep indemnified MDC against any Losses caused to MDC by any inaccuracy or incompleteness in such information.
- 6.3 TDBC and WSC hereby indemnifies MDC and/or any Future Provider and, where relevant, their sub-contractors from and against all costs, claims, liabilities and expenses (including reasonable legal expenses) (“Losses”) suffered or incurred by it or them which arise from claims by Employees or Returning Employees by any trade unions, elected employee representatives or staff associations in respect of all or any such employees which losses relate to pension rights in respect of periods of employment on and after the Commencement Date until the date of termination or expiry of this Agreement and the Parties agree that Clause 24 (Contracts (Rights Third Parties)) of this Contract shall not apply to this 6.3
- 6.4 TDBC and WSC shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national

insurance contributions, pension contributions and otherwise, up to and including 31 March 2015. TDBC and WSC shall provide and, where necessary, update the Employee Liability Information for the Employees to MDC, as required by TUPE. TDBC and WSC shall warrant that such information is complete and accurate as far as it is aware or should reasonably be aware as at the date it is disclosed.

- 6.5 From the commencement date MDC shall be responsible for:
- 6.5.1 all remuneration, benefits, entitlements and outgoings in respect of the Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, from the Commencement Date to the expiry or termination of this Agreement.
- 6.6 Unless otherwise agreed between MDC and the trade unions recognised in respect of the Employees, MDC agrees that if it seeks to vary the terms and conditions of employment of any Employee following the Commencement Date, it shall comply with its consultation obligations as the employer of the Employees and conduct all reasonable negotiations with such recognised trade unions. The Parties agree that MDC may make such changes to the Employees' terms and conditions of employment as are reasonably necessary to effectively manage the organisational structure of its workforce. Unless otherwise agreed between MDC and the trade unions recognised in respect of the Employees, the Parties further agree that MDC will have regard at all times to the terms of the TDBC and WSC staff handbooks made available to MDC at the Commencement Date.
- 6.7 TDBC and WSC shall indemnify MDC against all Losses incurred by MDC in connection with or as a result of any claim or demand by or on behalf of any employee of TDBC and WSC (whether in contract, tort, under statute, pursuant to European law or otherwise) including, without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, personal injury, a protective award or a claim or demand of any other nature (together, "Employment Claim") in each case arising directly or indirectly from any act, fault or omission of TDBC and WSC in respect of any such employee in the period before the Commencement Date and up to and including 31 March 2016, provided that such costs, claims, expenses and liabilities are not payable as a result of any act or omission of MDC.
- 6.8 The Parties hereby agree that any Losses incurred by MDC in connection with or as a result of any claim or demand by or on behalf of any employee of TDBC and WSC (whether in contract, tort, under statute, pursuant to European law or otherwise) including, without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, personal injury, a protective award or a claim or demand of any other nature (together, "Employment Claim") in each

case arising directly or indirectly from any act, fault or omission of TDBC and WSC in respect of any such employee in the period 1 April 2016 and up to and including 31 March 2018 shall be equally shared between the Parties in accordance with an agreed profit sharing mechanism provided that such costs, claims, expenses and liabilities are not payable as a result of any act or omission of MDC.

- 6.9 MDC shall indemnify TDBC and WSC against all Losses incurred by TDBC and WSC in connection with or as a result of any claim or demand by or on behalf of any of the Staff (whether in contract, tort, under statute, pursuant to European law or otherwise) including, without limitation, any Employment Claims in each case arising directly or indirectly from any act, fault or omission of MDC in respect of any such employee for the period from 1 April 2015 to expiry or termination of this Agreement, provided that such costs, claims, expenses and liabilities are not payable as a result of any act or omission of TDBC and WSC.
- 6.10 MDC shall indemnify TDBC and WSC against all Losses and/or Employment Claims incurred by TDBC and WSC in connection with or as a result of any claim or demand
- 6.10.1 by an employee of TDBC and WSC who would, had it not been for the termination of that employee's employment pursuant to the provisions of TUPE Regulation 4(9) and/or 4(11), have been an employee with a right to transfer to MDC under TUPE, save that this indemnity shall not extend to any claim or demand arising out of the change in workplace location of the Employees;
- 6.10.2 arising out of MDC's failure to comply with its obligations under TUPE Regulation 13(4).
- 6.11 TDBC and WSC shall indemnify and keep indemnified MDC against all Losses and/or Employment Claims arising from or as a consequence of:
- 6.11.1 any changes to terms and conditions of employment proposed by TDBC and WSC in order to implement the Shared Legal Service or after the Commencement Date;
- 6.11.2 any of the Employees informing TDBC and WSC they object to being employed by MDC save in those circumstances set out in clause 6.12 above; and
- 6.11.3 any change in identity of the Employees' employer as a result of the operation of TUPE.
- 6.12 TDBC and WSC and MDC will comply with their obligations under TUPE of each relevant transfer under TUPE pursuant to this Agreement (including without limitation the obligation under Regulation 13 of TUPE), and without prejudice to the provisions of clauses 6.13 and 6.14 each Party shall indemnify the other

against all Losses incurred in connection with or as a result of any claim or demand (whether in contract, tort, under statute, pursuant to European law or otherwise) including, without limitation any Employment Claim, provided that such Losses are not payable to the extent that they are as a result of any act or omission of the Party claiming under this Clause.

- 6.13 If the circumstances under which the Service is provided are such that MDC's officers, employees, agents or sub-contractors are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974 working on that Service (for the purposes of this sub-Clause the "Act"), by virtue of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (for the purposes of this sub-Clause the "Order"), then MDC shall to the extent permitted by Legislation or Guidance use reasonable endeavours to ensure that such officers, employees, agents or sub-contractors shall provide information in accordance with the Act and Order about convictions which would otherwise be spent under the provisions of the Act and shall undertake checks of the appropriate level with the Disclosure and Barring Service, in respect of all such individuals ("DBS Checks").
- 6.14 MDC shall to the extent permitted by Legislation or Guidance disclose to TDBC and WSC the details of all convictions and DBS Checks of such officers, employees, agents or sub-contractors and in the event that such checks reveal that any of them have relevant convictions or other relevant Criminal Record(s), TDBC and WSC may direct that such persons should be removed from the provision of the Service, provided always that, if such person is an Employee and such convictions or other Criminal Record(s) are revealed within the period of 3 months from the Commencement Date, TDBC and WSC shall indemnify MDC against all Losses and/or Employment Claims incurred by MDC in connection with or as a result of any removal from the provision of the Services.
- 6.15 TDBC and WSC shall indemnify MDC against all Losses and/or Employment Claims incurred by MDC in connection with or as a result of any claim or demand (whether in contract, tort, under statute, pursuant to European law or otherwise) including, without limitation, any Employment Claims made at any time by or on behalf of any employee of TDBC and WSC other than the Employees who claim to have become an employee of or have rights against MDC by virtue of TUPE.
- 6.16 On expiry or 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 a Service (including the Returning Services) by TDBC and WSC or any Future Provider but the position shall be determined in accordance with the law at expiry or termination and this clause is without prejudice to such determination. The Parties agree that the provisions of Appendix 5 shall apply.

7 Application of s 113 LGA 1972

The Parties agree that where the employees of the Shared Legal Service are engaged on work for TDBC and WSC the provisions of section 113 of the 1972 Act will apply and that those employees will be placed by MDC at the disposal of TDBC and WSC for the purposes of their functions, and such employees shall be treated at all times as an officer of TDBC and WSC whilst so engaged and MDC undertakes that it shall have duly consulted such employees prior to placing them at TDBC and WSC's disposal and that MDC shall continue to treat such employees as its own employees.

8 Accommodation

- 8.1 The Parties agree that the Shared Legal Service is to be hosted at each Parties current offices and accordingly the Parties hereby undertake to make available at each Parties own cost all necessary accommodation, working space, and associated facilities and services, including such telephone systems and meeting rooms as shall be necessary to host the Shared Legal Service unless otherwise agreed by the Parties.
- 8.2 The Parties undertake to the Shared Legal Service to make available such reasonable use of accommodation, working space and associated facilities and services including telephone systems and meeting rooms as shall from time to time be necessary to enable to deliver the Service to TDBC and WSC from time to time to the extent that it is agreed by the Contract Managers.
- 8.3 The Parties hereby license all appropriately authorised employees of the Parties engaged in the Shared Legal Service to enter its premises for the purposes of the performance of the Service and to utilise free of charge such associated services and facilities required as from time to time [and agreed by the Contract Managers].

9 Equipment and Information Technology

- 9.1 TDBC and WSC undertakes to the Shared Legal Service to license free of charge (insofar as it is able to legally and contractually do so) the Staff as reasonably necessary in order to enable the Shared Legal Service and its Employees to access its Data systems, records, information technology systems, computer systems, telephone and other systems as may be necessary from time to time as to deliver the Service to TDBC and WSC; and to allow and facilitate free of charge (insofar as it is able to legally and contractually do so), the transfer of necessary data records and information as may be held by TDBC and WSC to the Shared Legal Service for the purposes of the delivery of the Service to TDBC and WSC.
- 9.2 In the event of TDBC and WSC levying a charge on the Shared Legal Service to access the systems and/or to transfer the Data, records and information referred to in Clause 9.1 such charge shall be treated as Expenditure.

- 9.3 No Shared Legal Service Employee shall access TDBC and WSC systems unless prior written approval is granted by a Contract Manager at his/her absolute discretion, in order to preserve confidentiality or prevent and manage a potential or actual conflict of interest.

10 Intellectual Property

- 10.1 Nothing in this Agreement is intended to transfer to MDC any Intellectual Property Rights owned by TDBC and WSC whether solely or jointly as at the Commencement Date.
- 10.2 TDBC and WSC hereby grants to MDC for the purposes of the Shared Legal Service a non-exclusive, revocable, royalty-free licence to use and copy materials the Intellectual Property Rights in which vest solely in TDBC and WSC solely for the purpose of providing the Service through the Shared Legal Service to TDBC and WSC for the duration of this Agreement.
- 10.3 All and any Intellectual Property Rights in materials developed for or on behalf of the Shared Legal Service during the duration of this Agreement shall (as between the Parties) vest in MDC.
- 10.4 MDC shall on expiry or termination of this Agreement for any reason grant TDBC and WSC a non-exclusive, perpetual, irrevocable, royalty-free licence to use and copy materials the Intellectual Property Rights in which vest in MDC for the purpose of providing or having provided the Service to TDBC and WSC through the Shared Legal Service.
- 10.5 Nothing in this Clause 10 shall require a Party to provide or disclose to another Party any materials to the extent that they contain confidential information or attract legal professional privilege or Intellectual Property Rights where such provision or disclosure would amount to a waiver of privilege or put a Party or any Employee in breach of any legal obligation or Codes of Conduct or infringe any Intellectual Property Rights.
- 10.6 Where a claim or proceeding is made or brought against TDBC or WSC which arises out of the infringement of any Intellectual Property Rights or because the use of any materials, Data, plant, machinery or equipment in connection with the Service infringes any Intellectual Property Rights of a third party then, unless such infringement has arisen out of the use of any Intellectual Property by or on behalf of TDBC or WSC otherwise than in accordance with the terms of this Agreement, MDC shall indemnify TDBC and WSC at all times from and against all direct and indirect losses arising as a result of such claims and proceedings.
- 10.7 Where a claim or proceeding is made or brought against MDC which arises out of the infringement of any Intellectual Property Rights or because the use of any materials, data, plant, machinery or equipment in connection with the Service infringes any Intellectual Property Rights of a third party then, unless such infringement has arisen out of the use of any Intellectual Property by or on behalf

of MDC otherwise than in accordance with the terms of this Agreement, TDBC and WSC shall indemnify MDC at all times from and against all direct and indirect losses arising as a result of such claims and proceedings.

11 Financial provisions

- 11.1 In return for MDC carrying out its obligations under this Agreement TDBC and WSC shall pay to MDC the Charges relating to the Service in accordance with Appendix 2.
- 11.2 From 1 April 2014 the Charges relating to the Service in accordance with Appendix 2 shall be subject to annual adjustments in respect of inflation effected through the application of the agreed Office of National Statistics index for Retail Prices(RPI) and taking account of any Local Government Pay Award where such Local Government Pay Award exceeds the prevailing RPI rate.

12 The Service and Adherence to Policies

- 12.1 MDC shall ensure that the Shared Legal Service provides the Service in accordance with its obligations under this Agreement and with all the skill, care and diligence to be expected of a competent local authority legal practice including compliance with the Codes of Conduct.
- 12.2 MDC shall at all times hold any relevant accreditation through the Solicitors Regulation Authority required to carry out the Service.
- 12.3 In providing the Service, MDC shall ensure that the Shared Legal Service:
 - 12.3.1 complies with any and all codes of practice, performance ratings and quality standards that are laid down in this Agreement or that are issued to MDC as part of an Agreed Variation Notice;
 - 12.3.2 complies with any statutory or regulatory provisions which apply to the Service;
 - 12.3.3 obtains, maintains and complies with all Consents;
 - 12.3.4 allocates sufficient and appropriately qualified and experienced resources to provide the Service at all times in accordance with the terms of this Agreement;
 - 12.3.5 proactively manages the performance of the Staff including but not limited to effective appraisal and review mechanisms, supervision and one-to-one meetings between Staff and supervisors, setting and regular monitoring of personal performance targets;
 - 12.3.6 implements an effective risk management procedure; and
 - 12.3.7 provides the Service in accordance with the Codes of Conduct.

- 12.4 MDC shall notify TDBC and WSC forthwith where any Staff becomes subject to investigatory or disciplinary or criminal proceedings, has conditions placed on his or her practising certificate or their practising certificate is withdrawn and shall ensure that such member of Staff is not engaged in the provision of the Service.
- 12.5 MDC shall ensure that sufficient numbers of Staff are available with appropriate levels of experience and expertise to provide the Service to TDBC and WSC in accordance with Appendix 1 and that procedures are in place to ensure the Service to TDBC and WSC is not disrupted by staffing issues (unless this is outside of MDC's control).
- 12.6 In delivering the Service, the Shared Legal Service shall comply with those policies of MDC listed in Appendix 8 together with any additional MDC policies relevant to the delivery of the Service which are introduced by MDC during the operation of the Agreement.

13 Insurance

- 13.1 TDBC and WSC undertakes that it will maintain in full force and effect the insurance policies with Zurich Municipal or other provision which it has in place at the start of this Agreement in relation to the provision of legal services by TDBC and WSC and that in addition TDBC and WSC undertakes that it will maintain in place the professional indemnity (or equivalent) insurance which it has in place at the start of this Agreement in relation to the legal service in TDBC and WSC.
- 13.2 MDC undertakes that it will maintain in full force and effect such other insurance policies, which shall include appropriate employer's liability insurance, or other provision which are required by applicable law in relation to the Service and this Agreement at all times during the term of this Agreement, including any extension thereof. In addition MDC undertakes that it will maintain sufficient professional indemnity (or equivalent) insurance to cover the activities of the Shared Legal Service in relation to the Service provided to TDBC and WSC under this Agreement from the expiry of TDBC and WSC current professional indemnity policies and TDBC and WSC undertake to advise MDC in writing of the expiry dates of such policies.
- 13.3 Each of the Parties undertakes to the other that it shall provide to the other upon the Commencement Date and thereafter upon reasonable demand sight of all insurance documentation relevant to the Service and this Agreement including policies, cover notes, premium receipts and any other documents, provided that no Party shall have to comply with this Clause if to do so would invalidate any terms of its insurance.
- 13.4 Each of the Parties shall hold the other harmless for all actions, claims, demands, liabilities, damages, costs, losses or expenses resulting from any circumstances where an insurance claim can be made.

14 Monitoring of the Service

The Service will be monitored in accordance with the procedures and service standards referred to in Appendix 2 (Charging Arrangements), Appendix 3 (Governance Arrangements) and Appendix 4 (Operational Arrangements).

15 Defaults

- 15.1 If a Party commits a Default then they shall as soon as reasonably practicable notify the other Parties in writing and take such steps as are necessary to rectify the Default.
- 15.2 If the Default has not been rectified within thirty (30) Working Days to the satisfaction of the other Parties then the matter shall be referred to the Contract Managers unless the Parties agree a longer period.
- 15.3 The Parties shall use reasonable endeavours to resolve the Default through the Contract Managers in accordance with Clauses 3.9 and 3.10 of this Agreement.
- 15.4 If the Parties cannot resolve the Default through the Contract Managers within a reasonable time any Party can refer the matter for resolution, in accordance with Clause 20 (Dispute Resolution).

16 Withdrawal from Agreement and Consequences of Withdrawal

- 16.1 A Party may withdraw from this Agreement by giving the other Parties not less than one year's written notice with such notice not to be given before 1 April 2019
- 16.2 In addition to the general right of withdrawal provided by Clause 16.1, TDBC shall have the option to withdraw from this Agreement with effect from 30 September 2018 by giving the other parties notice of such withdrawal by 30th March 2018
- 16.3 In the event that notice is given by TDBC pursuant to Clause 16.2, TDBC shall be liable to MDC in respect of any proportion of the start-up costs incurred in respect of the setting up of the Shared Legal Service which is directly attributable to TDBC with the amount of such start-up costs to be repaid under this Clause 16.3 to be agreed between MDC and TDBC in consultation with their respective Chief Executives and Section 151 officers.
- 16.4 In addition to the general right of withdrawal provided by Clause 16.1, TDBC and WSC shall each be entitled to withdraw from this Agreement by giving the other Parties three months' written notice of such withdrawal in the event that in relation to this Agreement and the provision of the Service
 - 16.4.1 MDC or any person employed by MDC or acting on MDC's behalf commits or causes the commission of any criminal offence in providing the Service (except for any minor offence or minor traffic offence); or

- 16.4.2 MDC or any person employed by MDC or acting on MDC's behalf commits an offence under the Bribery Act 2010 or gives any fee or reward which is an offence under Section 117(2) of the 1972 Act; or
- 16.4.3 MDC Commits a default which is identified by any term of this Agreement as being a Fundamental Breach or which is otherwise a fundamental breach of its obligations under this Agreement; or
- 16.4.4 MDC Invalidates the insurance referred to in Clause 13.2
- 16.5 In the event that both TDBC and WSC decide to withdraw from this Agreement pursuant to Clause 16.4 then such joint withdrawal shall represent a termination of this Agreement (in which event the provisions of Clause 18 shall apply)
- 16.6 In addition to its general right of withdrawal provided by Clause 16.1 MDC shall be entitled to cease the provision of the Service to any Party if;
 - 16.6.1 On three separate occasions in any period of twelve months such Party has failed to pay the Charges to MDC on time and MDC has following the third occasion given the said Party fourteen days' notice of its intention to cease provision of the Service; or
 - 16.6.2 Such Party has committed a default which is identified by any term of this Agreement as a Fundamental Breach and MDC has given the said Party fourteen days' notice of its intention to cease provision of the Service
- 16.7 In the event of a withdrawal from this Agreement by MDC pursuant to Clause 16.1, such withdrawal shall have the effect of terminating the Agreement with effect from the date on which the notice given by MDC expires, in which event the provisions of Clause 18 shall apply to such termination
- 16.8 In the event of MDC ceasing to provide the Service to a Party pursuant to Clause 16.6 then this Agreement shall continue in force with the remaining Parties unless those remaining Parties agree that following such cessation this Agreement should be terminated (in which event the provision of Clause 18 shall apply to such termination)
- 16.9 In the event of a withdrawal from this Agreement by WSC (under Clause 16.1 or 16.4) or by TDBC (under Clause 16.1, 16.2 or 16.4) by a cessation of the provision of the Service to a Party by MDC (under Clause 16.6) the remaining Parties shall decide whether following such withdrawal
 - 16.9.1 This Agreement should be terminated and the provision of the Service pursuant to this Agreement be ended (in which event the provisions of Clause 18 shall apply to such termination); or
 - 16.9.2 This Agreement should continue in force (albeit with the withdrawing Party or the Party not receiving the Service no longer being a Party to the Agreement) and the provision of the Service should continue
- 16.10 In the event of a withdrawal from this Agreement by WSC (under Clause 16.1 or 16.4) or by TDBC (under Clause 16.1, 16.2 or 16.4) then the withdrawing Party shall be entitled

- 16.10.1 To retain any moneys owed to MDC under this Agreement until MDC has paid to the said Party any moneys owed by MDC to such Party under this Agreement; and
- 16.10.2 To deduct from any moneys owned by such Party to MDC under this Agreement any moneys owed by MDC to such Party under this Agreement
- 16.11 Following the giving of any notice of withdrawal by TDBC or WSC pursuant to Clause 16.2, 16.4 or by TDBC pursuant to Clause 16.2 then the Shared Legal Service shall continue to provide the Service to the withdrawing Party in accordance with this Agreement up to the date on which such Party's withdrawal becomes effective following expiry of any required notice period and shall ensure that there is no degradation or diminution in the Service as received by such Party during this period
- 16.12 In the event of a withdrawal from this Agreement by WSC or TDBC, then the withdrawing Party shall:
- 16.12.1 ensure that any documents and files connected with the provision of the Service and held by them shall be stored in accordance with the Data Protection Act by the Party or their agents with such Party allowing MDC reasonable access on demand free of charge to such documents and files however held
- 16.12.2 reimburse MDC for any reasonable proper and mitigated costs which may arise in respect of the transfer of electronic or other Data from the Shared Legal Service which costs have arisen as a result of the withdrawal of the said Party.

17 Force Majeure and Non-Performance

- 17.1 If TDBC and WSC believes that MDC is failing to provide the requisite Service detailed in the Agreement, then the dispute resolution procedures outlined in Clause 20 will apply.
- 17.2 If an event of Force Majeure occurs then TDBC and WSC shall meet with MDC to discuss how best MDC can continue to provide the Service until the Force Majeure event ceases, which may include TDBC and WSC providing MDC with assistance, where possible.
- 17.3 Clause 17 is subject to the proviso that whichever Party is affected shall have given the other notice that such failure is the result of Force Majeure within ten (10) Working Days of such failure occurring. If notice is not given in accordance with this Clause 17 then the failure may be regarded as a Default.
- 17.4 If a Party fails to carry out its respective obligations under this Agreement as a result of Force Majeure then whichever Party is affected shall not be liable under this Agreement for any such failure.

- 17.5 In this Clause Force Majeure means:
- 17.5.1 acts of war;
 - 17.5.2 acts of God;
 - 17.5.3 decrees of Government;
 - 17.5.4 riots; and
 - 17.5.5 civil commotion
 - 17.5.6 and any event or circumstance which is both beyond the control of whichever Party is affected and which could not have been prevented by acting prudently, diligently or with reasonable foresight.
- 17.6 Force Majeure shall not include any labour dispute between MDC and Staff, any other staffing problem or the failure to provide the Service by any of MDC's sub-contractors.
- 17.7 In the event that a Party is prevented from carrying out its obligations under this Agreement by any act of Force Majeure which continues for a period of thirty (30) days, the other Parties may terminate the Agreement by notice in writing giving sixty (60) Days' notice.
- 17.8 The Parties shall at all times following an act of Force Majeure use all reasonable endeavours to mitigate the effects of the event of Force Majeure and facilitate the continued performance of this Agreement.

18 Termination and Consequences of Termination

- 18.1 This Clause 18 shall apply to any termination of this Agreement arising from:
- 18.1.1 Clause 15 (Defaults)
 - 18.1.2 Withdrawal from the Agreement by MDC pursuant to Clause 16.1
 - 18.1.3 Withdrawal from the Agreement by TDBC and WSC pursuant to Clause 16.4 and 16.5
 - 18.1.4 Agreed termination pursuant to Clause 16.8 or 16.9.1
 - 18.1.5 Clause 22.4 (Extending the Partnership)
- 18.2 Following any termination of this Agreement then the Shared Legal Service shall continue to provide the Service in accordance with this Agreement and shall ensure that there is no degradation or diminution in the Service up to the date on which termination takes place following the expiry of any relevant notice period

- 18.3 Following any termination of this Agreement (other than a termination by WSC and TDBC under Clause 16.5) the Parties shall share the costs of termination and all financial liabilities proportionally under the provisions of Appendix 2 (other than any liability owed by one Party to another Party under this Agreement) and which have arisen under this Agreement
- 18.4 In the application of Clause 18.3
- 18.4.1 The costs to be shared shall not include any costs or liabilities arising from any fraudulent or negligent act or omission by the Shared Legal Service
- 18.4.2 The costs to be shared shall include (but shall not be limited to):
- (a) leasehold or tenancy payments where the Shared Legal Service has by prior agreement between the Parties taken on additional premises outside the Premises and where a liability arises due to the early termination of the Agreement;
 - (b) payments for the leasing of equipment or provision of information technology systems for the Shared Legal Service where a liability arises due to the early termination of the Agreement.
- 18.5 Following any termination of this Agreement by WSC and TDBC under Clause 16.5 MDC shall bear its own costs of termination and be liable for the entirety of WSC's and TDBC's costs arising from such termination
- 18.6 Prior to the date of any termination MDC shall use its best endeavours to ensure that comprehensive handover and attendance notes are compiled, all correspondence, deeds, files, records, documents and other information in whatever format which are part of and connected with the provision of the Service for TDBC and WSC shall be filed; either electronically or as paper documents as TDBC and WSC may reasonably require and the Shared Legal Service shall put into good and proper order for handover to whichever officer or other agent TDBC and WSC shall notify to MDC and such officer or agent shall make arrangements with the Shared Legal Service for the collection of such files and documents.
- 18.7 TDBC and WSC hereby undertake that in the event of any termination of this Agreement they shall individually ensure that any documents and files connected with the provision of the Service and held by them shall be stored in accordance with the Data Protection Act with MDC being allowed reasonable access on demand free of charge to such documents and files however held
- 18.8 TDBC and WSC hereby undertake that they will reimburse MDC for any reasonable proper and mitigated costs which may arise in respect of the transfer of electronic or other Data from the Shared Legal Service which costs have arisen as a result of the said termination
- 18.9 The Parties shall individually and collectively use reasonable endeavours to reduce and mitigate the amount of financial liabilities which may arise in the event of Termination.

- 18.10 MDC shall repay to TDBC and WSC within thirty (30) Working Days any element of the Charges attributable to any part of the Service which has not been provided due to termination of the Agreement.
- 18.11 Clause 6 and Appendix Five shall apply in relation to the staffing consequences of the expiry or termination of the Agreement.

19 Operational matters, Undertakings and Indemnities

- 19.1 The day to day operation of the provision of the Service shall be in accordance with Appendix 4 (including without limitation the annexes to Appendix 4).
- 19.2 The Parties agree that:
- 19.2.1 during the continuance of this Agreement all transactions entered into by them shall be conducted in good faith and on the basis set out in this Agreement;
 - 19.2.2 that at all times they will act in good faith towards the other and use reasonable endeavours to ensure the observance of the terms of this Agreement;
 - 19.2.3 that they shall use reasonable endeavours to give effect to this Agreement provided always that any disagreement between the Parties shall be resolved in accordance with the Dispute Resolution Clause 20.

Where a Party fails to meet its responsibilities and liabilities under this Agreement at any time during the currency of this Agreement the cost of any resulting penalties losses liabilities or loss or failure of the Shared Legal Service which is caused to another Party shall be passed to the defaulting Party and shall be apportioned equitably.

20 Dispute Resolution

- 20.1 This Clause 20 is subject to Clauses 3.9, 3.10 and 3.11 of this Agreement.
- 20.2 If there is a dispute between the Parties concerning the interpretation or operation of this Agreement, then a Party may notify the other Parties in writing that it wishes the dispute to be referred the Business Services Manager to resolve, negotiating on the basis of good faith.
- 20.3 If after twenty-eight (28) Working Days (or such longer period as the Parties may agree) of the date of the notice referred to in Clause 20.2 (above), the dispute has not been resolved then a Party may notify the other that it wishes the dispute to be referred to the Contract Managers to resolve, negotiating on the basis of good faith.

- 20.4 If after twenty-eight (28) Working Days (or such longer period as the Parties may agree) of the date of the notice referred to in Clause 20.3 (above), the dispute has not been resolved then a Party may notify the other that it wishes the dispute to be referred to the Head of Partnership to resolve, negotiating on the basis of good faith.
- 20.5 If after twenty-eight (28) Working Days (or such longer period as the Parties may agree) of the date of referral pursuant to Clause 20.4 (above) the dispute has not been resolved then a Party may notify the other that it wishes the dispute to be referred to a meeting of the Chief Executive of TDBC and WSC, (or a person appointed by him or her to act on his or her behalf) and the Chief Executive of MDC (or a person appointed by him or her to act on his or her behalf), to resolve, negotiating on the basis of good faith.
- 20.6 If after twenty-eight (28) Working Days (or such longer period as the Parties may agree) of the date of referral to the Chief Executives pursuant to Clause 20.5 (above), the dispute has not been resolved then a Party may notify the other that it wishes to attempt to settle the dispute by mediation, in accordance with the CEDR Model Mediation Procedure 2014 (the "Model Procedure") or such later edition as may be in force from time to time.
- 20.7 If the Parties do not agree on the identity of the Mediator then any Party may request CEDR to appoint one.
- 20.8 The procedure in the Model Procedure will be amended to take account of:
- 20.8.1 any relevant provisions in this Agreement; or
- 20.8.2 any other agreement which the Parties may enter into in relation to the conduct of the mediation.
- 20.9 The Parties in dispute must:
- 20.9.1 use their reasonable endeavours to ensure that the mediation starts within twenty (20) Working Days of service of the notice referred to in Clause 20.5? (above); and
- 20.9.2 pay the Mediator's fee in equal shares.
- 20.10 Any agreement the Parties reach as a result of mediation shall be binding on them, as set out in the Model Procedure, but if the dispute has not been settled by mediation within ten (10) Working Days of the mediation starting, a Party may commence litigation proceedings (but not before then).
- 20.11 Any Party shall be precluded by Clause 20.10 (above), from taking such steps in relation to court proceedings as it may deem necessary or desirable to protect their respective positions. This shall include:
- 20.11.1 issuing or otherwise pursuing proceedings to prevent limitation periods from expiring; and

20.11.2 applying for interim relief.

20.12 The use of the dispute resolution procedures set out in this Clause 20, (Dispute Resolution) shall not delay or take precedence over the provisions for termination set out in Clause 15 (Default) and Clause 16 (Termination).

21 Variations To The Agreement

21.1 A variation to this Agreement shall only be valid if it has been agreed in writing and executed as a deed by duly authorised representatives of all Parties

21.2 If a Party wishes to vary this Agreement then it shall serve on the other Parties a Variation Notice which shall set out the nature of the variation sought and the reasons for it.

21.3 If a Party receives a Variation Notice then within twenty-eight (28) Working Days of receipt it shall notify the other Parties in writing whether or not it agrees to the variation and if not, the reasons.

21.4 If the variation is agreed by all Parties it will be incorporated into the Agreement.

22 Additional Clients and Extending the Partnership

22.1 The Shared Legal Service shall be able to provide legal services to any organisations ("Additional Clients") in addition to MDC and the Clients subject to the provisions of this Clause 22 and provided that the engagement of Additional Clients shall not create any detriment to the cost and quality of services provided to TDBC and WSC nor otherwise be injurious to TDBC and WSC interests, including compliance with Public Procurement Regulations.

22.2 It is agreed by the Parties that requests from other Additional Clients to join the Shared Legal Service will be actively considered by the Contract Managers who will discuss any such requests taking into account:

22.2.1 whether the enlargement of the Shared Legal Service will improve the cost effectiveness and sustainability of the Shared Legal Service;

22.2.2 ensuring no detriment to the level and quality of service provided to MDC and TDBC and WSC;

22.2.3 the implications of additional councils joining the Shared Legal Service on this Agreement;

22.2.4 ensuring the Parties incur no additional costs and/or Charges;

22.2.5 the anticipated relative proportion of the overall Shared Legal Service turnover likely to be attributable to any Additional Client during any Financial Year.

22.2.6 any other factor which the Contract Managers consider is relevant to their decision.

22.3 Discussions on this issue will be approached in the spirit of partnership and good faith and the Contract Managers will seek to agree an outcome which will include measures to ensure that there is compliance with the Public Procurement Regulations and no detriment to the cost or quality of the Service provided to TDBC and WSC by the Shared Legal Service.

22.4 Prior to such a Contract Managers meeting, MDC will provide the monitoring officer of TDBC and WSC with the information relevant to Clause 22.2 and 22.3 at least twenty (20) Working Days before the relevant Contract Managers meeting or as soon as possible (but never less than five (5) Working Days) if the Contract Managers are due to meet within that period.

22.5 If the admission of Additional Clients cannot be agreed by the Contract Managers then the decision to admit Additional Clients shall be made jointly by the Parties' Chief Executives.

23 Waiver

23.1 If a Party fails to exercise or delays in exercising any right or remedy to which it is entitled under this Agreement or at law then this shall not constitute a waiver of any such right or remedy.

23.2 If a Party waives a Default on the part of another Party then this shall not constitute a waiver of any future Default.

23.3 No waiver shall be effective unless it is:

23.3.1 expressly stated to be a waiver;

23.3.2 in writing; and

23.3.3 signed by the Contract Manager or Head of Partnership as appropriate.

24 Contracts (Rights of Third Parties) Act 1999

No Party intends to confer any right or benefit upon a third party and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.

25 Best Value

MDC undertakes that it will seek to achieve a continuous improvement in economy, efficiency and effectiveness (including productivity of the Staff) in carrying out its obligations throughout the term of this Agreement to deliver the savings agreed by the Parties and will seek to deliver outcomes in less time and at less cost whilst maintaining quality; TDBC and

WSC undertakes that they will use their reasonable endeavours to assist MDC in achieving this on the basis that the improvements will benefit the communities of MDC, TDBC and WSC.

26 Notices

- 26.1 Any notice or other communication under this Agreement must be in writing and can only be sent by:
- 26.1.1 Pre-paid 1st class post;
 - 26.1.2 Recorded delivery post;
 - 26.1.3 Personal delivery;
 - 26.1.4 No notices under this Agreement will accepted by email.
- 26.2 For the purposes of sending notices by post or personal delivery or other communication by post, or personal delivery TDBC and WSC's address is as first heretofore appearing in this Agreement .
- 26.3 For the purposes of sending notices by post or personal delivery or other communication by post, or personal delivery MDC's address is as set out in this Agreement and marked for the attention of the Business Services Manager
- 26.4 If the address of either MDC or TDBC and WSC changes, it must notify the other Parties within seven (7) Days of such change. .
- 26.5 Subject to Clauses 26.2 and 26.3, all notices and communications shall be deemed to have been served:
- 26.5.1 if posted, two (2) Working Days after the date when posted; or
 - 26.5.2 if personally delivered, on the date of delivery.
- 26.6 Notwithstanding Clause 26.5, if by applying its provisions a notice is deemed to have been served on a Day which is not a Working Day or it is not received between the hours of 9am to 5pm on a Working Day then it shall be deemed to have been served on the next immediately following Working Day.

27 Confidentiality and Data

- 27.1 MDC undertakes that the Shared Legal Service will respect the confidentiality of information provided to it. Exceptionally the Shared Legal Service may need to disclose this information where required to do so by the Court or under the FOIA in which case MDC shall inform TDBC and WSC of such proposed disclosure as soon as reasonably practicable.

- 27.2 MDC shall ensure that all Records held on behalf of TDBC and WSC (save for such information as may be returned to TDBC and WSC on Expiry or Termination) is retained for disclosure for at least six (6) years (from the date it is acquired) and shall permit TDBC and WSC to inspect such Data as requested from time to time.
- 27.3 MDC shall permit all Data to be examined and copied from time to time by TDBC and WSC's auditors (whether internal or external) and their representatives upon reasonable notice.

28 Data Protection, Freedom of Information and Environmental Information

- 28.1 The Parties shall comply with the DPA, the FOIA and the EIR.
- 28.2 TDBC and WSC shall co-operate with and provide assistance to MDC at its own cost in enabling MDC to comply with Clause 28.1 relating to disclosure of information arising from the performance of the Service by the Shared Legal Service.
- 28.3 Any Party on receipt of a request for information in relation to the FOIA or the EIR should, if the request relates to another Party, promptly refer the request to the other Party for comments before a decision whether to disclose is made.
- 28.4 The Party subject to any request for information in relation to the FOIA or the EIR will decide whether information should be disclosed and will make disclosure when that Party considers that such disclosure is proper and in accordance with this Clause.
- 28.5 The Parties will ensure that the information requested and comments sought is supplied to the relevant Party within sufficient time to comply with the timescales set out in the FOIA or the EIR.
- 28.6 In relation to all Personal Data supplied or created under or in connection with this Agreement, each Party shall at all times comply with the DPA, as a Data Controller and/or a Data Processor and/or as Data Controller in common with the other Parties as the case may be which includes (but is not limited to) maintaining a valid and up to date notification under the DPA covering the data processing activities to be performed by it in connection with this Agreement and/or the Shared Legal Service. The Parties may agree for any specific purpose which of them is Data Controller (or that they are both Data Controllers in common) but, in the absence of any such specific agreement, the Parties hereby agree that MDC shall, acting as (where both Parties are Data Controllers for the same Personal Data) Data Controller in common with TDBC and WSC and (where TDBC and WSC is not Data Controller for the relevant Personal Data) sole Data Controller, have primary control of all Personal Data processes by it for the purposes of or in connection with the provision of the Service (the **Service Data**) and that MDC shall be responsible for implementing appropriate technical and organisational measures to protect the security and integrity of that Service Data.

- 28.7 Each Party:
- 28.7.1 shall process Personal Data belonging to or supplied by another Party, or Personal Data derived from or created using Personal Data belonging to or supplied by another Party) only on the instructions of that Party (subject to compliance with applicable law); and
 - 28.7.2 shall only undertake processing of Personal Data reasonably required in connection with the operation of this Agreement and shall not transfer any Personal Data belonging to or supplied by another Party (or derived from or created using Personal Data belonging to or supplied by another Party) to any country or territory outside the European Economic Area without the other Party's prior written consent.
- 28.8 No Party shall disclose Personal Data supplied or created under or in connection with this Agreement to any third parties other than:
- 28.8.1 to its employees to whom such disclosure is reasonably necessary in order for that Party to carry out its obligations under this Agreement; or
 - 28.8.2 to the extent required under a court order binding on it or to comply with any applicable laws including (but not limited to) any statute, bye law, European Directive or regulation;
- provided that each Party shall give notice in writing to the relevant Party of any disclosure of Personal Data belonging to it which it is required to make under Clause 28.8.2 immediately upon becoming aware of such a requirement.
- 28.9 Each Party shall bring into effect and maintain all reasonable technical and organisational measures necessary to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including but not limited to taking reasonable steps to ensure the reliability and probity of any employee having access to the Personal Data.
- 28.10 A Party may, at reasonable intervals, request a written description of the technical and organisational methods employed by the other Parties. Within five (5) Working Days of such a request, or such other period as the Parties may agree, the Party requested to do so shall supply written particulars of all such measures as it is maintaining detailed to a reasonable level such that the requesting Party can determine whether or not, in connection with the relevant Personal Data, the other Party is compliant with the DPA and/or its obligations under this Agreement.
- 28.11 Each Party shall ensure that any Personal Data it obtains and provides to another Party has been obtained lawfully in accordance with the DPA.
- 28.12 If:-
- 28.12.1 under the DPA a Party (the "required Party") is required to provide information to a data subject (as defined in the DPA) in relation to

Personal Data when such data is in the possession or under control of another Party (the "controlling Party"); and

28.12.2 the required Party informs the controlling Party in writing that this is the case.

then the controlling Party shall, at its own expense, provide all reasonable and prompt co-operation to the required Party in meeting its obligations under the DPA including making and/or providing (as the case may be) copies of the relevant Personal Data, and other relevant information reasonably required by the required Party, to the extent the same are in its possession or under its control.

28.13 Each Party shall provide another Party, as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Party may reasonably request in writing and the Party asked to provide the relevant data has in its possession or under its control in order for the other Party to:-

28.13.1 comply with its obligations under this Clause and/or the DPA; and

28.13.2 assess whether the processing of the relevant Personal Data in connection with this Agreement is breaching or may breach the DPA in a manner which is material and not effectively sanctioned by any guidance statement issued by the Information Commissioner.

28.14 Each Party shall take reasonable precautions (having regard to the nature of its obligations under this Agreement) to preserve the integrity of any Personal Data supplied or created under or in connection with this Agreement and in its possession or under its control.

28.15 The Parties agree to enter into the Information Sharing Protocol which is set out in Appendix 9 in respect of the Personal Data processed for the purposes of the Shared Legal Service and this Agreement and the Records.

29 Audit and Provision of Information

29.1 Except where an audit is imposed on TDBC or WSC by a regulatory body, TDBC and WSC may, not more than once in any Financial Year and for a period of 12 months following the Term, conduct an audit for the following purposes unless otherwise agreed by the Contract Managers:

29.1.1 to verify the accuracy of Expenditure (and proposed or actual variations to them in accordance with this agreement) and any cost reduction and income generation initiatives carried out pursuant to clause 5.1;

29.1.2 to review the integrity, confidentiality and security of TDBC and WSC Data;

- 29.1.3 to review the Shared Legal Service compliance with the DPA, FOIA, EIR and any other legislation applicable to the Service;
 - 29.1.4 to review the Shared Legal Service compliance with its obligations in Appendix 4;
 - 29.1.5 to review any records created during the provision of Service;
 - 29.1.6 to review any books of account kept by the Shared Legal Service in connection with the provision of the Service;
 - 29.1.7 to carry out the audit and certification of TDBC and WSC accounts;
 - 29.1.8 to carry out an examination of the economy, efficiency and effectiveness with which the Shared Legal Service has provided the Service;
 - 29.1.9 to verify the accuracy and completeness of any management information delivered or required by this Agreement;
- 29.2 TDBC and WSC shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Shared Legal Service or delay the provision of the Service.
- 29.3 The Shared Legal Service shall on demand provide TDBC and WSC and any relevant regulatory body (and/to their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 29.3.1 all information requested by TDBC and WSC within the permitted scope of the audit;
 - 29.3.2 reasonable access to any premises controlled by MDC and to any equipment used (whether exclusively or non-exclusively) in the performance of the Service; and
 - 29.3.3 access to the Staff.
- 29.4 TDBC and WSC shall endeavour to provide at least fifteen (15) Working Days' notice of its intention to conduct an audit;
- 29.5 TDBC and WSC shall reimburse the Shared Legal Service's reasonable costs and expenses incurred in respect of compliance with their obligations under this Clause, unless the audit identifies a Fundamental Breach of the terms of this Agreement by the Shared Legal Service in which case the Shared Legal Service shall reimburse TDBC and WSC for all TDBC and WSC's reasonable costs incurred in the course of the audit.
- 29.6 If an audit identifies that:
- 29.6.1 the Shared Legal Service has failed to perform its obligations under this Agreement in any material manner, the Contract Managers shall agree

and implement a remedial plan. If the Shared Legal Service's failure relates to a failure to provide any information to TDBC and WSC about the Charges, proposed Charges or the Shared Legal Service's costs, then the remedial plan shall include a requirement for the provision of all such information;

29.6.2 TDBC and WSC has overpaid any Charges, the Shared Legal Services shall pay to TDBC and WSC the amount overpaid within thirty (30) Days of the date on which the final audit report is published which identifies the overpaid Charges. TDBC and WSC may deduct the relevant amount from the Charges if the Shared Legal Service fails to make this payment; and/or

29.6.3 TDBC and WSC has underpaid any Charges, TDBC and WSC shall pay to the Shared Legal Service the amount of the under-payment less the cost of audit incurred by TDBC and WSC if this was due to a Default by the Shared Legal Service in relation to invoicing within thirty (30) Days of the date on which the final audit report is published which identifies the under-paid Charges.

29.7 The Shared Legal Service shall respond to any reasonable request by TDBC and WSC to provide information in relation to the operation of the Shared Legal Service in order to assist TDBC and WSC in responding to reasonable and legitimate inquiries about the operation of the Shared Legal Service provided that the collection and provision of such information by the Shared Legal Service does not unreasonably disrupt the Shared Legal Service or delay the provision of the Service and the costs of the collection and provision of information are reimbursed by TDBC and WSC to the Shared Legal Services if these are considered by the Contract Mangers to be material.

30 Legal Professional Privilege

30.1 The Parties shall treat communications relating to legal matters as confidential and take reasonable endeavours to avoid disseminating them more widely than is necessary beyond the original recipient; so as to prevent the protection relating to general legal professional privilege which will apply to communications between the Shared Legal Service and MDC or TDBC and WSC being lost or waived and thus potentially being subject to disclosure in litigation, under FOI Act or in other circumstances.

30.2 MDC undertakes that the Shared Legal Service will only disclose privileged information to third parties in circumstances where the Shared Legal Service is under a statutory obligation to do so or if ordered by a court or tribunal of competent jurisdiction and shall notify TDBC and WSC of the proposed disclosure unless to do so would contravene such obligation or order.

31 Money Laundering

Should the Shared Legal Service be obliged to carry out identity checks on those instructing it to fulfil its obligations under the Proceeds of Crime Act 2002 or the Money Laundering Regulations 2007 the Parties will cooperate fully and in a timely manner.

32 Counterparts

This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same agreement.

33 Law and Jurisdiction

33.1 This Agreement shall be construed as a contract made in England and shall:

33.1.1 be governed by and shall be construed in accordance with English law; and

33.1.2 be subject to the exclusive jurisdiction of the courts of England, to which the Parties shall submit.

In witness whereof the Parties have executed this Agreement as a Deed the day and year set out above.

Executed as a Deed by)
Mendip District Council)
By affixing its **Common Seal** hereunto)
In the presence of:)

.....

Authorised Officer

Executed as a Deed by)
Taunton Deane Borough Council)
By affixing its **Common Seal** hereunto)
In the presence of:)

.....

Authorised Officer

Executed **as a Deed** by)
West Somerset Council)
By affixing its **Common Seal** hereunto)
In the presence of:)

.....

Authorised Officer

APPENDIX 1 - DESCRIPTION OF THE SERVICE

PART A – GENERAL

- 1 This Appendix defines the legal services which are included within the Service to be provided by the Shared Legal Service under this Agreement and shall be interpreted so that the descriptions included within this Appendix 1 shall be taken to include the provision of legal advice and services which are incidental to the description contained within this Appendix 1.

PART B – EXCLUSIONS

- 2 Certain legal services are excluded from the Service to be provided by the Shared Legal Service as follows:
 - 2.1 legal advice or representation on any matter where in the opinion of any Party, to act for TDBC and WSC would create an actual or potential conflict of interest as set out in Chapter 3 of the SRA Code of Conduct 2011;
 - 2.2 any function of the Monitoring Officer for TDBC and WSC unless and until the Parties agree by way of a variation to this Agreement as provided in Clause 21 of the Agreement that such services relating to the Monitoring Officer function shall thereafter be included;
 - 2.3 any legal work or advice which relates to complex commercial cases;
 - 2.4 legal work on matters already outsourced
 - 2.4.1 where there is a contractual commitment to the outsourced provider; or
 - 2.4.2 where TDBC and WSC considers that the matter should continue to be outsourced because there is a natural extension to a contractual commitment to an outsourced provider or because it is in the interests of continuity of service and/or cost effectiveness, provided that before taking any such decision TDBC and WSC refers the matter to the Business Services Manager for discussion and the views of the Business Services Manager are taken into account by TDBC and WSC before the proposed decision is made, or where in the interests of the Client the matter requires a more expeditious decision than the next meeting of the Contract Managers TDBC and WSC may canvass the Business Services Manager's views informally and the Business Services Manager shall respond within five (5) Days of such referral.

PART C – CATEGORIES OF SERVICE

3 The following areas of legal service shall constitute the Service

Corporate and Governance

- Advice to Council, Cabinet, Committees (including attendance at meetings) and other decision making bodies of TDBC and WSC to the extent this is not excluded by Part B of this Appendix 1
- Advice on Constitutional matters

Commercial, Contracts and Procurement

- Advice on the application of EU procurement rules and individual Council Financial Regulations and Standing Orders
- Advice on contract matters
- Drafting and negotiation of contracts
- Advice on State Aid
- Construction contracts

Property

- Property law advice
- Encroachment/trespass
- Right to buy (prior to conveyance)
- Sales
- Purchases
- Leases
- Agreements
- Licences
- CPO

Enforcements/Prosecutions

Advice and conduct of proceedings in relation to all Council enforcement functions including:

- Planning enforcement
- Licensing enforcement
- Anti-social behaviour
- Car parking fines
- Statutory and other nuisance
- Benefits
- Environmental
- Housing
- Food standards
- Advice on enforcement policy and procedures

Employment

- Advice to the employer, its managers and HR advisers on employment law and procedure
- Conduct of disciplinary appeals and employment tribunal cases
- TUPE

Litigation

- Advice on litigation and how to avoid it
- Advice to any Party on insurance claims
- Advice and conduct of proceedings in relation to negligence
- Personal injury
- Property damage
- Trespass
- Commercial litigation
- Professional negligence
- Judicial review and defending civil claims

- Debt recovery
- Housing repossessions and advice
- Statutory appeals
- Injunctions
- Warrants
- Judicial applications under RIPA
- Homelessness appeals
- Disrepair
- Benefit fraud

Exclusions

Insured litigation for anyone other than TDBC and WSC that accesses legal representation for insured cases through its insurers.

Planning

- Advice on town and country planning matters
- Road naming orders
- Building Regulations advice
- Advice on common land and village greens
- Orders and advice on and including drafting section 106 Planning Obligations, Enforcement Notices and Stop Notices
- Listed buildings (Enforcement and Repair Notices)
- Conservation Areas (Order and Enforcement) plus Article 4 Directions
- Tree Preservation Orders
- Compulsory purchase
- Rights of Way
- Public Inquiries
- Appeals
- Other orders etc under the Localism Act 2011

Highways

- Rights of Way

Information and Complaints

- Legal advice on FOIA and EIR requests for information and DPA subject access requests
- Legal advice on corporate complaints and Ombudsman investigations

Electoral law

- Legal advice on the conduct of elections

Housing

- General Advice all aspects of housing including policy and homelessness
- Homelessness
- Possessions

Licensing

- Advice
- Attendance at licensing hearings and committees where required

Regulation of Investigatory Powers Act (“RIPA”)

- Legal advice on the application of the Act to Council activities
- General legal advice including advice relating to legislation affecting local government
- Leading on inspections by the Information Commissioner
- Seeking Judicial approval for RIPA authorisations

Training and Information

- Updating and advice on forthcoming legislative changes; and
- Whatever legal advice and assistance the Parties may from time to time require.

Health

- Advice and related work on public health.
- Advice and related work on partnership working in/with the NHS

Integration and Outsourcing

- 4 TDBC and WSC are undertaking an extensive programme of service integration which will have an impact on a number of categories of the Service set out above. MDC may undertake outsourcing activities in the future.
- 5 Each Party shall ensure that it keeps the other Parties fully informed of the progress of such projects which will impact on the volume or nature of the Service in order that the Parties shall be able to assess the implications and consequences and make such changes and decisions as are needed to ensure the continuation of the delivery of the Service, provided always that no Party shall be required to disclose information to another Party which is of a commercially confidential nature or which, if disclosed, might prejudice the effective running of the procurement processes for the outsourcing(s).
- 6 It is agreed that any time spent by the Shared Legal Service in dealing with the implications and consequences of any integration or outsourcing project including managing staff and workloads, consultation on TUPE and redundancies, restructurings and SLA re-negotiations shall be charged to the Party undertaking the outsourcing as part of their agreed hours of Service.

APPENDIX 2 – CHARGING PROVISIONS

This Appendix sets out the details of the charging arrangements agreed by the Parties

1 Key Principles

- 1.1 The Core Legal Budget and any Additional Expenditure will be channelled through the Shared Legal Service in order to maximise economies of scale and cost efficiencies for the Parties in accordance with the principles behind this Agreement. The Contract Managers will decide how the Core Legal Budget and any Additional Expenditure is best spent to deliver the legal service needs of the Parties.
- 1.2 The Parties all spend further amounts on legal services each year (in addition to the Core Legal Budget) which are funded from centrally controlled budgets for external legal spend, client department budgets, capitalisation on major projects and other sources ("Additional Legal Spend").
- 1.3 The Parties will use their reasonable endeavours to ensure that all Additional Legal Spend is channelled through the Shared Legal Service in the interests of economies of scale and cost efficiencies for all.

2 Charging arrangements

- 2.1 Each monthly invoice payable by TDBC and WSC to MDC shall include the following elements which together shall constitute a "Monthly Instalment":

X+Y+Z+A where:

X = 1/12 of TDBC and WSC's contribution to the Core Legal Budget (detailed in paragraph 2.5)

Y = the cost of any additional hours charged in accordance with paragraph 2.13 of Appendix 2.

Z = any agreed Additional Expenditure

A = the extra hours required in the any Financial Year (detailed in paragraph 2.6)

Amounts included in the monthly invoice will be supported by invoices where relevant or any other supporting information.

Annual prices are detailed at Annex 1 hereto

- 2.2 The Monthly Instalment will be paid to MDC, in arrears, the first of which shall be paid on 30 April 2015 and each month following thereafter throughout the Agreement unless subject to deductions or varied in accordance with the terms of this Agreement.
- 2.3 MDC will apply the sums paid by TDBC and WSC under clause 2.2 above to the provision of the Service through the Shared Legal Service.

- 2.4 MDC agrees that from the Commencement Date to the end of the Financial Year **2017 / 2018** it shall commit annually the sum of £218,719 (net of predicted income) in respect of its own share of the Core Legal Budget and allocate it to the provision of the Service through the Shared Legal Service.
- 2.5 TDBC and WSC shall commit annually the sums of £200,915 and £113,977 respectively from the Commencement Date to the 31 March 2018, to the Core Legal Budget to reflect TDBC and WSC's total contribution to the Core Legal Budget up to 31 March 2018.
- 2.6 If TDBC and WSC have a requirement for extra hours in any Financial Year relating to specific one off projects. TDBC and WSC shall pay for these hours on the same basis as the Core Legal Budget and this shall be an element of the Monthly Instalment
- 2.7 In relation to the Financial Years 2018/2020 TDBC and WSC shall at least three months before the start of the relevant Financial Year request their required Core Hours for the relevant subsequent Financial Year and the Shared Legal Service shall propose how it intends to deliver the Service at the required level for the forthcoming Financial Year.
- 2.8 If, following agreement on the Core Hours and the Core Legal Budget for the ensuing Financial Year, there is a change in TDBC and WSC's requirements against the then current year, part X of the Monthly Instalments for the ensuing year may be adjusted accordingly by agreement between the Parties taking into account whether the change is likely to be repeated in the ensuing year. There will be no midyear variations to part X of the Monthly Instalment (other than in the circumstances of clause 2.13).
- 2.9 After 1 April 2018 the Core Hours to be provided by the Shared Legal Service shall be agreed on an annual basis taking due cognisance of the recorded data emerging from the Case Management system.
- 2.10 From 1 April 2015 the Charges relating to the Service in accordance with Appendix 2 shall be subject to annual adjustments in respect of inflation effected through the application of the agreed Office of National Statistics Index for Retail Prices (RPI) and taking due of any LGA awards where such LGA awards exceed the prevailing RPI rate.
- 2.11 If the Shared Legal Service is requested by MDC and/or TDBC and WSC to provide hours of Service in addition to the monthly allocation of Core Hours for any particular month, these additional hours shall be charged to the relevant Party at the rate of £65 per hour and invoiced at the end of the month in which the work has been undertaken. The hourly rate will be reviewed annually by the contract officers in accordance with the provisions of paragraph 2.10.
- 2.12 A profile shall be prepared by the Shared Legal Service based on historical data of usage of legal services in TDBC and WSC showing the likely demand for the hours of Service spread across a standard year and therefore the anticipated monthly allocation of hours – "the annual work profile".

- 2.13 The hours of Service provided to TDBC and WSC as part of the Core Legal Budget shall be monitored monthly against the annual work profile and to the extent to which the monthly allocation of hours has not been required by TDBC and WSC in any one month the same number of hours as unused shall be provided in any subsequent month in the same financial year to the extent that the Shared Legal Service has the capacity to do this within its core resources.
- 2.14 MDC shall maintain a record of all Core Hours allocated, accrued and used each month and each Financial Year and these records shall be available to review on request from TDBC and WSC and shall be reviewed by the Contract Managers on a quarterly basis showing the Core Hours used against the annual work profile.

3 Disbursements

- 3.1 Any expenditure on disbursements or experts' or counsels' fees, whatsoever or howsoever incurred, in respect of the provision of the Service to the Parties and in excess of five hundred pounds (£500) shall be agreed beforehand with the relevant Contract Manager and Business Services Manager. Disbursements incurred by the Shared Legal Service in respect of TDBC and WSC matters shall be invoiced to TDBC and WSC at the end of the month in which the disbursement is authorised. Payment will be due at the end of the following month.

4 Set up costs

- 4.1 The agreed items of set up costs together with an estimate of costs incurred "the set up costs estimate" are set out in Annex Two to this Appendix.
- 4.2 At the end of the first year of operation of the Agreement the Parties shall review the actual expenditure on set up costs and may either identify and agree any additional set up costs reasonably incurred but not identified at the Commencement Date. MDC shall recover all agreed set up costs before any surplus is made available to be shared between the Parties.
- 4.3 Where there is any dispute as to the eligibility of an item to qualify as a set up cost or a dispute as to the quantum involved, this will be resolved between the senior finance officers of the Parties or if the senior finance officers fail to reach agreement, in accordance with the Dispute Resolution provisions contained in Clause 20 of this Agreement.

5 Annual budgeting/reconciliation and Shared Surpluses

- 5.1 At the end of each Financial Year of operation of the Shared Legal Service there will be a review by the Parties of the charging arrangements and budget figures. If any material inaccuracies are identified in the budget figures which were relied on as the basis for setting up or continuing to operate the Shared Legal Service these will be rectified and adjustments made to place each Party in the position they would have been in had the figures been accurate.

- 5.2 At the end of each Financial Year of operation of the Shared Legal Service the Shared Legal Service will report to the Parties respective Chief Executives on the end of year accounts for the Shared Legal Service including any Surplus proposed to be carried forward into the next Financial Year. Within ninety (90) Days of the end of each Financial Year, the Contract Managers and the respective Chief Executives shall meet and consider whether and if so how much of the Surplus is appropriate for distribution to the Parties taking into account the requirements of the Shared Legal Service to retain sufficient working balances to operate effectively. The resulting Surplus shall be shared between TDBC and WSC and MDC in proportion to the total amount of hours of Service (including both Core hours and any additional hours of activity above the hours specified in paragraph 2.5 of this Appendix 2) that each Party has accrued during the Financial Year . MDC shall transfer any agreed amount by way of distribution of Surplus to the TDBC and WSC Account (account number [], sort code []) within thirty (30) Days of the Contract Managers [and the respective Chief Executives] agreeing such distribution.

6 Surplus

- 6.1 MDC acknowledges that it owes TDBC and WSC a duty of good faith, to use all reasonable endeavours and to act in a bona fide manner having regard to the liability on the part of MDC to TDBC and WSC in relation to Surplus.
- 6.2 If the Surplus for a Financial Year is less than zero, resulting in a shortfall for that Financial Year, MDC shall be entitled to carry forward and recover such shortfall, including the costs identified at Annex 2 hereto, pursuant to paragraph 6.4 of this Appendix.
- 6.3 If the Surplus for a Financial Year is greater than zero, then prior to calculating any Surplus, there shall be due to MDC any shortfall arising under a previous Financial Year in respect of which the Surplus calculation has arisen.
- 6.4 Following the calculation of the Surplus for a Financial Year, MDC shall pay into the TDBC and WSC Account the Surplus for the Financial Year (if any) in accordance with paragraph 5.2.
- 6.5 Where at any time during the operation of the Shared Legal Service there is a substantial sum standing to the credit of the Shared Legal Service Account and all Parties (acting reasonably) are of the opinion that all or part of such sum will not be required to assist with the delivery of the Service, then subject to the written agreement of the Parties, all or part of the sum held shall be distributed on a pro-rata basis between TDBC and WSC and MDC in accordance with the agreed surplus distribution formula.
- 6.6 Where this Agreement is terminated for any reason, then the provisions of Clauses 16 (Termination) 18 (Consequences of Termination) shall apply.

APPENDIX 2 – ANNEX 1

TDBC Prices

Financial Year	TDBC core hours price	TDBC Estimated Core Hours
2015/2015	£200,915	N/A
2016/2017	£200,915	N/A
2017/2018	£200,915	N/A
2018/2019	£200,915	TBA *
2019/2020	£200,915	TBA *

- In accordance with the provisions of paragraphs 2.7 and 2.8 of Appendix 2

Charge rate for any Additional Hours shall be £65 per hour

NB

Prices are based as at 1 April 2014 and subject to inflation in accordance with paragraph 2.11 of Appendix 2

WSC Prices

Financial Year	WSC core hours price	WSC Estimated Core Hours
2015/2015	£113,977	N/A
2016/2017	£113,977	N/A
2017/2018	£113,977	N/A
2018/2019	£113,977	TBA *
2019/2020	£113,977	TBA *

- In accordance with the provisions of paragraphs 2.7 and 2.8 of Appendix 2

Charge rate for any Additional Hours shall be £65 per hour

NB

Prices are based as at 1 April 2014 and subject to inflation in accordance with paragraph 2.10 of Appendix 2

APPENDIX 2 – ANNEX 2

Set Up Costs

The estimated set up costs for the Legal Shared Service to be funded initially by MDC are:

MDC Absorbed Costs	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020
	£	£	£	£	£
Management	55,000	25,000	25,000	25,000	25,000
Backfill of MDC Lawyer for Implementation	20,000	Nil	Nil	Nil	Nil
Marketing	10,000	Nil	Nil	Nil	Nil
Training	10,000	Nil	Nil	Nil	Nil
Branding	Nil	10,000	Nil	Nil	Nil
Overheads for 5.6 FTE TUPE staff at 50%	36,400	36,400	36,400	36,400	36,400
Total	131,000	71,400	61,400	61,400	61,400

NB

Prices are based as at 1 April 2014 and subject to inflation in accordance with paragraph 2.10 of Appendix 2.

APPENDIX 3 – GOVERNANCE

- 1 The Parties shall set up the following governance arrangements:
 - 1.1 Contract Managers
 - 1.1.1 The Contract Managers shall be a senior level forum for oversight, consultation, discussion, resolution of issues and recommendation back to the Parties on all aspects of the delivery of the Service.
 - 1.1.2 The Contract Managers shall have no decision making powers vested in them by the Parties (except in relation to delivery of the Service) as documented in the Schemes of Delegation of the respective Parties.
 - 1.2 The terms of reference of the Contract Managers shall include but not be limited to responsibility to:
 - 1.2.1 monitor the delivery of the Service and in particular compliance with the Service Standards;
 - 1.2.2 receive, scrutinise and comment on regular reports on the performance of this Agreement;
 - 1.2.3 ensure and enforce the effective performance of the Service in accordance with the Service Standards and to identify Defaults;
 - 1.2.4 ensure Defaults are rectified to the satisfaction of the Parties;
 - 1.2.5 receive, scrutinise and comment on a report on the Initial Business Plan for the Service (the Business Services Manager shall have the responsibility to prepare this) and provided the report is acceptable recommend agreement of the proposed plan and Charges to TDBC and WSC and MDC;
 - 1.2.6 receive, scrutinise and comment on a report each Financial Year on the proposed Business Plan for the forthcoming year and provided the report is acceptable to recommend agreement of the proposed plan to TDBC and WSC and to MDC;
 - 1.2.7 receive, review and comment on any reports during each Financial Year where it is considered that a change in statutory requirements, a change in policy or a change in financial circumstances requires the Business Plan (and potentially the charges) to be revisited and to recommend appropriate action to MDC and to TDBC and WSC;
 - 1.2.8 receive, review and comment on reports on any proposed policy changes in connection with the delivery of the Service and to recommend any revised policy to MDC and to TDBC and WSC;

1.2.9 consider, scrutinise and comment on any reports about issues, concerns or complaints relating to the delivery of the Service and to seek to resolve these;

1.2.10 stipulate any necessary action to MDC or to TDBC and WSC to resolve any concerns about the delivery or quality of the Service which may include but not be limited to recommending changes in practice or operational matters, further training, mentoring, disciplinary action or in severe cases, replacement redeployment or removal of staff or replacement of equipment or IT systems as appropriate; and

1.2.11 review of Client satisfaction surveys.

1.3 The Shared Legal Service shall pay due regard to any comments of the Contract Managers and ensure any adverse issues are fully addressed or any stipulated actions are implemented within the timescales to be agreed between the Parties.

2 The Business Services Manager of the Shared Legal Service shall attend relevant management meetings with client departments of TDBC and WSC as and when required by TDBC and WSC to ensure effective communication, accountability and feedback about the operation of the Service.

3 If the Contract Managers cannot agree an issue on which it is required to give a decision on, then such issue may be referred to a meeting with the Head of Partnership to resolve negotiating on the basis of good faith. If the Head of Partnership is unable to settle the issue then it may be referred to a meeting of the Chief Executive of TDBC and WSC (or a person appointed by him or her to act on his or her behalf) and the Chief Executive of MDC (or a person appointed by him or her to act on his or her behalf) to resolve, negotiating on the basis of good faith.

APPENDIX 4 – OPERATIONAL MATTERS

1 Service Level Agreements

- 1.1 As soon as reasonably practicable after the Commencement Date and in any event before 1 April 2015 for each subsequent twelve months, the Shared Legal Service shall agree Service Level Agreements ("SLAs") including embodied service standards with the relevant client leads in each Party. The SLAs shall be in a form agreed between the Parties and shall set out the agreed volume of hours of legal services which shall be provided within the overall number of chargeable hours to be provided to the Party and any variation within the SLAs shall be managed within the respective Party always provided that the total number of hours for either Party shall not exceed the overall sum of core hours agreed as set out in Appendix 2.
- 1.2 The SLAs with TDBC and WSC shall cover the following areas of Service as described in Appendix 1 Part C:
- Corporate and Governance
 - Commercial, Contracts and Procurement
 - Property
 - Enforcements/Prosecutions
 - Employment
 - Litigation
 - Planning
 - Highways
 - Information and Complaints
 - Electoral law
 - Housing
 - Licensing
 - Regulation of Investigatory Powers Act
 - Training and Information
 - Health

or such other areas of Service as agreed from time to time with the Client to reflect changing requirements for the scope of SLAs and/or organisational change.

- 1.3 The legal services provided shall be monitored monthly against the anticipated workload levels in each of the SLAs, and the Business Services Manager of the Shared Legal Service will provide such reasonable information about the monthly workloads to the Contract Manager for TDBC and WSC.

2 Quality and Standards

- 2.1 The Shared Legal Service shall comply with the standards required by the Solicitors Regulation Authority and the Chartered Institute of Legal Executives which apply to every aspect of the Service the Shared Legal Service provides.
- 2.2 The Shared Legal Service shall provide training to all Staff on all Parties' anti-money laundering, anti-bribery and FOI Act procedures.
- 2.3 The performance standards to which the Shared Legal Service will perform in the provision of the Service will be agreed as soon as reasonably practicable after the Commencement Date by the Business Services Manager.
- 2.4 In cases involving a dispute that may lead to court or tribunal proceedings the need to comply with court/tribunal rules places responsibilities on TDBC and WSC and the Shared Legal Service as TDBC and WSC's lawyers. Failure by TDBC and WSC to comply with its responsibilities may lead to the imposition of sanctions for which TDBC and WSC shall be responsible.
- 2.5 Where negligence or misconduct by the Shared Legal Service results in an adverse costs order being made against TDBC and WSC, the liability for meeting such costs shall be met by MDC and shall not be included within the Charges.
- 2.6 Any advice provided by the Shared Legal Service provided to WSC or TDBC is provided for the benefit of TDBC and WSC and solely for the purpose of the instructions to which it relates. It should not be used or relied on for any other purpose and may not be relied on by any other person without the prior written consent of the Business Services Manager.

3 Key Contacts

- 3.1 The Key Representatives in respect of this Agreement for TDBC and WSC shall be the officer designated by TDBC and WSC as the Contract Manager as notified to MDC from time to time. The Key Representative in respect of this Agreement for MDC shall be the officer appointed by MDC as the Contract Manager as notified to TDBC and WSC from time to time.
- 3.2 The Key Representatives shall be responsible for the overall operation of this Agreement and the relationship between the Parties.

- 3.3 For day to day queries concerning financial matters including time spent on individual cases TDBC and WSC should contact the Business Services Manager .
- 3.4 In relation to individual matters TDBC and WSC should contact the person handling the matter or the person listed in Appendix 6 as responsible for the relevant area of work.
- 3.5 The Shared Legal Service shall keep updated full information as to its people and structure and the Service that the Shared Legal Service provide.

4 Managing this Agreement

- 4.1 The Shared Legal Service welcomes and shall actively seek feedback and comments from TDBC and WSC.
- 4.2 The Shared Legal Business Services Manager shall be responsible for dealing with any comments or complaints but the Shared Legal Service shall also have a formal complaints procedure. Where problems arise the Shared Legal Service shall review its working practices to reduce the risk of a reoccurrence. .

5 Instructions and Communication

- 5.1 As at the Commencement Date the Shared Legal Service shall continue to accept instructions in the ways in which it accepted them prior to the Commencement Date including accepting telephone instructions on urgent one-off pieces of advice. The Shared Legal Service will require written instructions from TDBC and WSC to enable the Shared Legal Service to be absolutely certain about TDBC and WSC's requirements. An e-mail shall suffice. The level of detail required shall depend on the complexity of the matter but should include:

- 5.1.1 The instructing officer and any relevant contact officer (if different);
- 5.1.2 The nature of the assistance required; and/or
- 5.1.3 The timescale in which the assistance is required.

TDBC and WSC should provide the Shared Legal Service with what TDBC and WSC considers to be the relevant background information. The Shared Legal Service shall discuss this with TDBC and WSC and identify any additional information requirements. If the Shared Legal Service require further instructions it shall let TDBC and WSC know.

The Shared Legal Service shall discuss with TDBC and WSC in more detailed protocols for the giving and receipt of instructions to enable the efficient allocation of work within the Shared Legal Service.

It is agreed that once the legal case management system is implemented then all instructions shall be standardised in accordance with that system and from the date of implementation only instructions in this form shall be accepted by the Shared Legal Service.

- 5.2 The Shared Legal Service shall accept instructions from any of TDBC and WSC's staff unless TDBC and WSC specifically restrict the authority to commission legal work to specified individuals or grades of staff in which case TDBC and WSC shall provide the Shared Legal Service with a list of duly authorised instructing officers. The Parties shall work towards a consistent approach to a scheme of delegation in relation to the delivery of the Service, including by way of example, authority to institute proceedings.
- 5.3 When the Shared Legal Service need to communicate in writing the Shared Legal Service shall communicate through e-mail wherever possible. The Shared Legal Service shall meet with TDBC and WSC when a meeting will add value. Otherwise the Shared Legal Service shall speak to TDBC and WSC over the telephone. Attendance at meetings may exceptionally be required at short notice but wherever possible reasonable notice will be given.
- 5.4 If appropriate, the Shared Legal Service shall discuss with TDBC and WSC whether the proposed course of action shall justify the expense or risk involved including, if relevant, the risk of having to bear an opponent's costs. The Shared Legal Service shall inform TDBC and WSC in writing of any circumstances of which it becomes aware which will or may affect the degree of risk involved or cost benefit to TDBC and WSC of continuing with the matter.
- 5.5 The Shared Legal Service shall be committed to a culture which promotes equality and values diversity. The Shared Legal Service aims to make its service accessible to all. This shall include staff of TDBC and WSC who deal with the Shared Legal Service as a service and members of the public and other third parties who deal with the Shared Legal Service direct when the Shared Legal Service are representing TDBC and WSC.
- 5.6 The Shared Legal Service shall work with TDBC and WSC to ensure that no person is disadvantaged in accessing the Shared Legal Service services as a result of the way the Shared Legal Service is delivered to them.

6 Conflicts of Interests

- 6.1 As an in-house legal service, the Shared Legal Service shall also have corporate governance responsibilities in order to protect the Client's position as a whole. In the event of conflict, these duties take precedence.
- 6.2 The Shared Legal Service has a duty to ensure that the Client acts legally and shall assist and advise at all times.
- 6.3 In any other situation where conflict may exist, the matter shall be discussed with the Client immediately and steps taken to address any conflict issues.

7 Refusing or Ceasing to Act

- 7.1 There are certain circumstances where the Shared Legal Service may be required by the Codes of Conduct to refuse or cease to act for MDC, TDBC and WSC. The Shared Legal Service, acting by the Business Services Manager, may do so if to act would involve the Shared Legal Service in a breach of law or of the Code of Conduct, cause an actual or potential conflict of interest or if the Shared Legal Service has insufficient resources or lacks the competence/specialist skills to deal with the matter.
- 7.2 In such circumstances, the Shared Legal Service reserve the right to refuse to act for TDBC and WSC and the Shared Legal Service shall notify TDBC and WSC forthwith and subject to TDBC and WSC's prior consent, the Shared Legal Service shall pass the instructions directly to external solicitors chosen by TDBC and WSC. The Shared Legal Service shall use their best endeavours to ensure that the external legal advisers chosen to carry out the work do so at their agreed standard local authority rates.
- 7.3 TDBC and WSC shall be responsible for paying the cost of the external legal advisors unless the reason for the Shared Legal Service refusing to act has been an avoidable lack of capacity to carry out work which would normally be part of the Core Hours t. In these circumstances only, the amount of any fees paid by TDBC and WSC directly to the external legal adviser shall be deducted from the Charges paid by TDBC and WSC to the Shared Legal Service for the Service.

8 Dispute resolution

If a dispute arises between the Parties the Key Representatives will normally be expected to resolve it. In the case of a serious complaint or any other special circumstances (such as the Key Representatives him or herself being involved in the disputes) then the matter will resolved in accordance with Clause 20 of the Agreement.

APPENDIX 5 – EXIT ARRANGEMENTS

1 Overriding objectives

- 1.1 Within 3 (three) months of the date of this Agreement the Parties shall prepare a draft exit plan and shall have two overriding objectives in planning and implementing such exit plan, these are to ensure:
- 1.1.1 a smooth transition so that there is no interruption in the provision of the highest quality services to Clients, sufficient and comprehensive handover arrangements and business continuity for the Parties.
 - 1.1.2 that the Client and the staff affected by the exit are fairly treated, receive adequate communication, are involved in the process and are not adversely affected.

2 Procedure on termination or expiry

- 2.1 On receipt of notice that the Agreement is to be terminated (whether in whole or in part) in accordance with the terms of the Agreement, the Parties shall implement the exit plan which shall contain details as outlined below:
- 2.1.1 Governance structure for the transition phase;
 - 2.1.2 Subject to the provisions of this Agreement, identification of any equipment, files, file notes, correspondence, records, documents and other papers used by, produced by or stored by MDC to deliver the Services (which may include equipment not solely used for the provision of the Services);
 - 2.1.3 Transfer of any data (whether in hard copy or electronic);
 - 2.1.4 TUPE Lists, pension details (subject to data protection law);
 - 2.1.5 The roles of each Party during the period leading up to Termination;
 - 2.1.6 Sub licence or sub lease to TDBC and WSC to make use of any premises controlled by MDC as may be reasonably required.

3 Review of Exit Plan

- 3.1 The exit plan shall be reviewed by the Parties annually throughout the Term of the Agreement or at such other times as may be reasonably requested by a Party.
- 3.2 Such reviews shall examine the procedures and methodologies set out in the exit plan and assess their suitability in light of any changes to the Services that have

occurred since the later of the original approval of the exit plan or the most recent review.

4 Handover Period

The Parties shall take all such reasonable steps as shall be necessary for the orderly hand-over of the Services such that the Services can be carried on with the minimum of interruption and inconvenience to Clients and the Parties which shall include but not be limited to preparation of detailed handover notes summarising the status of each case or matter including relevant time limits and outstanding actions, undertakings given and client care issues.

5 Employment issues during exit period

- 5.1 The Parties will during the exit period jointly establish an exit group comprising staff of the Parties to manage transition of the Services, and to implement the provisions of the exit plan (the "Exit Group"). Each Party will make available sufficient resources to meet the requirements of the Exit Group. The Exit Group will manage all the activities needed for the transfer of the Returning Services from MDC to TDBC and WSC or any Future Provider so that the transition is carried out as seamlessly as possible.
- 5.2 On expiry or earlier termination of this Agreement, as part of the exit plan the Parties agree that it is their intention that TUPE shall apply in respect of the provision thereafter of any service equivalent to a Service to Clients by TDBC and WSC or any Future Provider but the position shall be determined in accordance with the Law during the exit period and this paragraph is without prejudice to such determination.
- 5.3 The Parties agree that during the exit period, the Exit Group shall work to identify those staff engaged by MDC who would:
- 5.3.1 if they remained employed by MDC at the end of the exit period, be the subject of a Relevant Transfer to TDBC and WSC or any Future Provider in respect of the Returning Services for which TDBS and WSC or any Future Provider shall become responsible at the end of the exit period, or
 - 5.3.2 be offered employment pursuant to the provisions of clause 5.8 below, (together "the Potential Returning Employees").
- 5.4 During the exit period, to the extent that any Potential Returning Employees resign or their employment is terminated by MDC, the Exit Group will agree that in the event that this creates any vacancies within the workforce delivering the Returning Services during the exit period, such vacancy shall to the extent possible in light of service delivery requirements in relation to the Returning Services either:
- i not be filled by MDC during the exit period; or

- ii be filled by the engagement by MDC of agency staff or staff engaged on fixed term contracts of employment; or
- iii TDBC and WSC or any third party shall instead recruit a suitable individual in relation to that vacancy and then second such individual to MDC for the remainder of the exit period to deliver the Returning Services with such secondment to end at the end of the exit period; or
- iv where MDC recruits any suitable individuals in relation to that vacancy, such recruitment shall be on the basis that the individual will only be engaged in the delivery of the Returning Services and it shall be made clear as part of such recruitment that the individual will be subject to a Relevant Transfer to TDBC and WSC or any third party at the end of the exit period.

5.5 At the start of the exit period, to the extent possible under TUPE and/or the applicable Law at the relevant time, the Exit Group shall use all reasonable endeavours to consult upon and agree a reorganisation process with the Potential Returning Employees and/or their appointed employee representatives or trade unions, to confirm who will be the subject of a Relevant Transfer to TDBC and WSC or any Future Provider at the end of the exit period;

5.6 The Exit Group shall use all reasonable endeavours to agree and implement any other steps, measures, processes and/or procedures in order to minimise the potential for any Potential Returning Employees not being the subject of a Relevant Transfer to TDBC and WSC or any Future Provider at the end of the exit period.

5.7 Where, despite the requirements of paragraphs 5.4 – 5.6 having been complied with, there remain any Potential Returning Employees who may not be the subject of a Relevant Transfer, the provisions of paragraphs 5.8 to 5.11 below shall apply.

5.8 If TUPE does not apply on the expiry or termination of this Agreement to any Potential Returning Employees, TDBC and WSC shall or shall procure that each Future Provider shall as far as possible offer employment to the Potential Returning Employees employed by MDC in the provision of the Returning Services immediately before the end of the exit period.

5.9 If an offer of employment is made in accordance with paragraph 5.8, the employment shall be on the same terms and conditions (except for entitlement to membership of an occupational pension scheme) as applied immediately before the expiry or earlier termination of this Agreement including full continuity of employment.

5.10 Where any such offer as referred to in paragraph 5.8 is accepted, MDC shall indemnify and keep indemnified in full TDBC and WSC and/or any Future Provider on the same terms and conditions as those set out in paragraph 5.17 as if there had been a Relevant Transfer in respect of each and every employee

who has accepted any such offer and for the purposes of paragraphs 5.14 - 5.19 each and every such employee shall be treated as if they were a Returning Employee.

- 5.11 Where TDBC and WSC or any Future Provider does not make any such offer or any such offer as referred to in paragraph 5.8 is not accepted and TUPE does not apply, the provision of paragraph 5.12 below shall apply regarding any redundancy or reorganisation costs incurred by MDC.

Redundancy and Reorganisation Costs

- 5.12 Where TDBC and WSC or any Future Provider does not make any such offer or any such offer as referred to in paragraph 5.8 is not accepted and TUPE does not apply to any Potential Returning Employee, then:

- (a) MDC shall be entitled to dismiss any or all of the Potential Returning Employees by reason of redundancy or for some other substantial reason provided that TDBC and WSC shall carry out in the required manner any obligation to consult with the Potential Returning Employees or any of them, or their respective representatives, and shall use all reasonable endeavours to mitigate the amount of any costs payable in respect of the said employees or their dismissal; and
- (b) TDBC and WSC shall indemnify MDC against all Losses and/or Employment Claims relating to the dismissals referred to in paragraph 5.12(a) above reasonably incurred by MDC (including any additional costs incurred in relation to the Local Government Pension Scheme).

- 5.13 Without prejudice to the provisions of clauses 5.1 - 5.12 above, and in any event,

5.13.1 during the twelve (12) months prior to the expiry of this Agreement or after TDBC and WSC has given notice to terminate this Agreement and within twenty one (21) Days of being requested to do so, MDC shall fully and accurately disclose to TDBC and WSC any and all information in relation to all persons engaged in providing the Service including:

- (a) a list of employees employed by MDC or any sub-contractor in the provision of the Services;
- (b) a list of agency workers, agents and independent contractors engaged by MDC or any sub-contractor in the provision of the Services;
- (c) the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of those persons; and
- (d) the terms and conditions of employment or other contract with such persons

and shall notify TDBC and WSC as soon as reasonably practicable of any variation in the information provided under this clause 5.13 and shall provide TDBC and WSC with the revised and accurate information. MDC shall warrant that such information is complete and accurate as far as it is aware or should reasonably be aware as at the date it is provided.

5.13.2 during the twelve (12) months prior to expiry of this Agreement or where notice to terminate this Agreement for whatever reason has been given, save where it is as a result of a decision by the Exit Group, MDC shall not and shall procure that any sub-contractor shall not without the prior written consent of TDBC and WSC (such consent not to be unreasonably withheld or delayed) unless in the ordinary course of business:

- (a) vary or purport or promise to vary the terms and conditions of employment of any employee employed in connection with the Services;
- (b) materially increase or decrease the number of employees employed in connection with the Services; or
- (c) assign or re-deploy any employee employed in connection with the Services to other duties unconnected with the Services or assign or re-deploy any employee employed to carry out duties unconnected with the Services to the duties connected with the Services.

5.14 MDC shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Returning Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the date of any Relevant Transfer in respect of such Returning Employees on expiry or termination of this Agreement.

5.15 TDBC and WSC shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Returning Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, for the period on or after the date of any Relevant Transfer in respect of such Returning Employees on expiry or termination of this Agreement.

5.16 MDC shall indemnify and keep indemnified TDBC and WSC and any Future Provider against any Losses caused to TDBC and WSC or any Future Provider by any inaccuracy or incompleteness in such information as is provided under 5.13 above or by any changes in the information which have not been communicated to TDBC and WSC (whether relating to the number, identity or details of the Returning Employees or otherwise) which occur prior to the Relevant Transfer Date.

- 5.17 MDC shall indemnify TDBC and WSC and any Future Provider in full from and against all Losses and/or Employment Claims which TDBC and WSC and/or any Future Provider incurs arising from:
- (a) any act or omission of MDC or any sub-contractor in relation to the Returning Employees,
 - (b) subject to the provisions of paragraph 5.12 above, any claim by an employee or former employee of MDC or any sub-contractor who is not a Returning Employee, and
 - (c) any representations made by MDC or any sub-contractor in relation to employment by TDBC and WSC and/or any Future Provider, provided that such Losses and/or Employment Claims are not payable as a result of any act or omission by TDBC and WSC and/or any Future Provider.
- 5.18 TDBC and WSC shall indemnify MDC against all Losses and/or Employment Claims incurred by MDC in connection with or as a result of any claim or demand
- (a) by an employee of MDC who would, had it not been for the termination of that employee's employment pursuant to the provisions of TUPE Regulation 4(9) and/or 4(11), have been an employee with a right to transfer to TDBC and WSC under TUPE,
 - (b) arising out of TDBC and WSC's failure to comply with its obligations under TUPE Regulation 13(4).
- 5.19 TDBC and WSC shall indemnify MDC in full from and against all Losses and/or Employment Claims which MDC incurs arising from any act or omission of TDBC and WSC and/or any Future Provider in relation to the Returning Employees.

APPENDIX 6 – CABINET DECISIONS

Relevant resolutions given by the Parties executives and Councils are as follows:

MDC:

The 12th January 2015 Cabinet resolved that:

1. Endorsed the business case to establish a Shared Legal Services Partnership to support MDC, WSC and TDBC including the governance structure outlined in the business case and the costs identified therein.
2. Noted the Council will consider the Inter Authority Agreement relating to the Partnership in February 2015.
3. Noted that proposed commencement date of 1 April 2015 for the Partnership.
4. Noted the resource implications for the Council in leading an initiative of this nature, particularly for the Manager of corporate Support Services and Corporate manager for Governance, Assets and Public Spaces, but also for support functions such as Human Resources and Business Information Systems.
5. Noted the intention to develop a second stage business case to develop the Partnership and to explore the feasibility of increasing its breadth to include further Corporate Support Services.
6. Agreed to accept the TUPE of staff from WSC and TDBC to MDC.

The 23rd February 2015 Full Council resolved that:

To be inserted before signature

TDBC

The 14th January 2015 Executive resolved that:

“TDBC Executive it was agreed to recommend full council to approve the legal shared services business case subject to the inclusion of a 6 month termination option in the inter authority agreement as requested by corporate scrutiny. Mendip advised that they were prepared to accept this clause subject to the agreement also including a clause requiring TDBC, should they choose to exercise this clause, being required to reimburse MDC for their apportionment of receipted start-up costs for establishing the shared legal service.”

The 24th February TDBC Full Council resolved that:

To be inserted before signature

WSC

The 7th January 2015 Cabinet resolved that:

The Lead Member for Resources and Central Support presented the report, highlighting the key objectives of the project which included a 15% budget saving for WSC, and she went on to propose the recommendation which was seconded by Councillor S J Pugsley.

Members were supportive of the proposal and during the discussion clarification was provided regarding staff being TUPE'd to MDC and it was noted that the legal staff would have the opportunity to be located at any of the three bases, or work remotely, where convenient and there was not expected to be any less presence of legal staff at WSC. In addition, following the meeting, the Monitoring Officer noted the minor amendments raised regarding Appendix A to the report.

RESOLVED that it be recommended to Council to adopt the draft business case for a legal shared service – as set out in Appendix A to the report – with an implementation date of 1 April 2015 – and that Council consider and agree the full terms of the associated Authority Agreement.

The 25th February 2015 Council resolved that:

To be inserted before signature

APPENDIX 7 – THE EMPLOYEES

To be inserted prior to signature

APPENDIX 8 - "the Policies"

- Anti Fraud and Corruption Policy
- Communications and Operational Management policy
- Computer Telephony and Desk Use Policy
- Email Acceptable Use Policy
- Equalities Policy
- Health and Well being at Work Policy
- Information Governance Policy (including FOIA , and DP Policies)
- Information Protection Policy
- Information Security Incident Management Policy
- Internet Acceptable Use Policy
- IT Access policy
- IT Infrastructure Security Policy
- IT Legal Responsibilities Policy
- Misuse of Alcohol and Substance Abuse policy
- Officers Code of Conduct
- Removal of Media Policy and Protocol for the Storage of Media and Image Files
- Remote Working Policy
- Respect Fairness and Dignity at Work Policy
- RIPA Policy
- Safeguarding Policy – Safeguarding children and Vulnerable Adults
- Sickness Absence Management policy
- Social Media Staff Policy
- Software Policy
- Whistle Blowing Policy

APPENDIX 9 - "Data Sharing Protocol"

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review arrangements

1. INTRODUCTION

- 1.1 This document is an Information Sharing Protocol (for the purpose of this protocol, the terms data and information are synonymous). The aim of this document is to facilitate sharing of all personal, sensitive and non personal data between the public, private and voluntary sectors so that members of the public receive the services they need.
- 1.2 Organisations involved in providing services to the public have a legal responsibility to ensure that their use of personal data is lawful, properly controlled and that an individual's rights are respected. This balance between the need to share personal data to provide quality service and protection of confidentiality is often a difficult one to achieve.
- 1.3 The legal situation regarding the protection and use of personal data can be unclear. This situation may lead to information not being readily available to those who have a genuine need to know in order for them to do their job properly.
- 1.4 There are fewer constraints on the sharing of non-personal data, that is data which either does not identify a living individual or when combined with other information that is in or may come into the organisation's possession will not identify a living individual.
- 1.5 Each partner to this protocol should ensure that all of their staff who are affected by it are:
- aware of its contents and
 - the obligations it and any information sharing agreements (ISA) which are created between the organisation signed up to it bring to them.
- 1.6 Each partner should also ensure that revisions to the protocol and ISA raised in it are signed in good time, which should be before any sharing takes place.

2. SCOPE

- 2.1 This overarching protocol sets out the principles for information sharing between the Parties (referred to the Partner Organisations for the purposes of this protocol).
- 2.2 This protocol sets out the rules that all people working for or with the Partner Organisations must follow when using and sharing information.
- 2.3 This protocol applies to all information shared by Partner Organisations. Sharing is **not** restricted solely to information classified as Personal Data by the Data Protection Act 1998. This includes the following information:
- a) All information processed by the organisations including electronically (e.g. computer systems, CCTV, Audio etc), or in manual records;
 - b) Anonymised, including aggregated data. The considerations, though less stringent, must take into account factors such as commercial or business, sensitive data, and

the effect of many data sets being applied.

- 2.4 This Protocol will be further extended to include other public sector, private and voluntary organisations working in Partnership to deliver services.
- 2.5 The specific purpose for use and sharing information will be defined in the Information Agreements that will be specific to the Partner Organisations sharing information.

3. AIMS AND OBJECTIVES

3.1 The aim of this protocol is to provide a framework for the Partner Organisations and to establish and regulate working practices between Partner Organisations. The protocol also provides guidance to ensure the secure transfer of information, and that information shared is for justifiable legal purposes (see 6.3 and 11.5).

3.2 These aims include:

- a. To guide Partner Organisations on how to share personal information lawfully.
- b. To explain the security and confidentiality laws and principles of information sharing.
- c. To increase awareness and understanding of the key issues.
- d. To emphasise the need to develop and use Information Sharing Agreements.
- e. To support a process that will monitor and review all information flows.
- f. To encourage flows of information.
- g. To protect the Partner Organisations from accusations of wrongful use of personal data.
- h. To identify the legal basis for information sharing.

3.3 By becoming a Partner to this Protocol, Partner Organisations are making a commitment to:

- a. Apply the Information Commissioner's Code of Practice's 'Fair Processing' and 'Best Practices' Standards;
- b. Adhere to or demonstrate a commitment to achieving the appropriate compliance with the Data Protection Act 1998;
- c. Develop local Information Sharing Agreements (ISA) that specify transaction details.

3.4 Partner Organisations are expected to promote staff awareness of the major requirements of Information Sharing. This will be supported by the production of appropriate guidelines where required that will be made available to all staff via the Partners' Intranet sites and/or via other communication media.

4. THE LEGAL FRAMEWORK

4.1 The principal legislation concerning the protection and use of personal information is listed below and further explained in:

- Human Rights Act 1998 (article 8)
- The Freedom of Information Act 2000
- Data Protection Act 1998
- The Common Law Duty of Confidence
- Computer Misuse Act
- Civil Contingencies Act 2004

4.2 Other legislation may be relevant when sharing specific information.

4.3 As part of each ISA, Partner Organisations should identify how they will meet its legal obligations and the legal basis (legislation and appropriate section(s)) under which information may be shared.

5. INFORMATION COVERED BY THIS PROTOCOL

5.1 All Information, including personal data and sensitive personal data as defined in the Data Protection Act 1998 (DPA).

In order to reduce the risks of DPA compliance and security breaches where possible anonymised data should be used.

5.2 Personal Data

5.2.1 The term 'personal data' refers to **any** data held as either manual or electronic records, or records held by means of audio and/or visual technology, about an individual who can be personally identified from that data.

5.2.2 The term is further defined in the DPA as:

- Data relating to a living individual who can be identified from those data;
or
- Any other information which is in the possession of, or is likely to come into the possession of the data controller (person or organisation collecting that information).

5.2.3 The DPA also defines certain classes of personal information as 'sensitive data' where additional conditions must be met for that information to be used and disclosed lawfully.

5.2.4 An individual may consider certain information about themselves to be particularly private and may request other data items to be kept especially confidential e.g. any use of a pseudonym where their true identity needs to be withheld to protect them.

5.3 Anonymised Data

- 5.3.1 Organisations should ensure anonymised data, especially when combined with other information from different agencies, **does not** identify an individual, either directly or by summation.
- 5.3.2 Anonymised data about an individual can be shared without consent (subject to certain restrictions regarding health/social care records), in a form where the identity of the individual cannot be recognised i.e. when:
- Reference to any data item that could lead to an individual being identified has been removed;
 - The data cannot be combined with any data sources held by a Partner to produce personal identifiable data.

6. RESPONSIBILITIES WHEN SHARING INFORMATION

6.1 General

Each Partner Organisation is responsible for ensuring that their organisational and security measures protect the lawful use of information shared under this Protocol.

- 6.1.1 Partner Organisations will ensure a reasonable level of security for supplied information, personal or non-personal, and process the information accordingly.
- 6.1.2 Partner Organisations accept responsibility for independently or jointly auditing compliance with the Information Sharing Agreements in which they are involved within reasonable time-scales.
- 6.1.3 Every organisation should consider making it a condition of employment that employees will abide by their rules and policies in relation to the protection and use of confidential information. This condition should be written into employment contracts and any failure by an individual to follow the policy should be dealt with in accordance with that organisation's disciplinary procedures.
- 6.1.4 Every organisation should ensure that their contracts with external service providers include a condition that they abide by their rules and policies in relation to the protection and use of confidential information.
- 6.1.5 The Partner Organisation originally supplying the information should be notified of any breach of confidentiality or incident involving a risk or breach of the security of information.
- 6.1.6 Partner Organisations should have a written policy for retention and disposal of information.

- 6.1.7 Partner Organisations must be aware that a data subject may withdraw consent to processing (i.e. Section 10 DPA) of their personal information. In this case processing can only continue where an applicable Data Protection Act Schedule 2, and if relevant Schedule 3, purpose applies.
- 6.1.8 Where the Partner Organisations rely on consent as the condition for processing personal data then withdrawal means that the condition for processing will no longer apply. Withdrawal of consent should be communicated to Partner Organisations and processing cease as soon as possible.

6.2 Personal Data

Personal data should only be shared for a specific lawful purpose or where appropriate consent has been obtained.

- 6.2.1 Staff should only be given access to personal data where there is a legal right, in order for them to perform their duties in connection with the services they are there to deliver.
- 6.2.3 This agreement does not give licence for unrestricted access to information another Partner Organisation may hold. It sets out the parameters for the safe and secure sharing of information for a justifiable **need to know** purpose.
- 6.2.4 Each signatory organisation to an ISA is responsible for ensuring every member of its staff is aware and complies with the obligation to protect confidentiality and a duty to disclose information only to those who have a right to see it.
- 6.2.5 Each signatory organisation should ensure that any of its staff accessing information under an ISA is trained and fully aware of their responsibilities to maintain the security and confidentiality of personal information.
- 6.2.6 Each signatory organisation should ensure that any of its staff accessing information under an ISA to follow the procedures and standards that have been agreed and incorporated within this Information Sharing Protocol and any associated Information Sharing Agreements.
- 6.2.7 Each Partner Organisation will share information in compliance with the principles set out at section 4 and any other obligations detailed in both the ISP and relevant ISA.
- 6.2.8 Personal data shall not be transferred to a country or territory outside the EEA without an adequate level of protection for the rights and freedoms of the data subject in relation to the processing of personal data.

6.3 Non-Personal Data

- 6.3.1 Partner Organisations should not assume the non-personal information is not sensitive and can be freely shared. This may not be the case and the partner from whom the information originated from should be contacted before any further sharing takes place.

7. RESTRICTIONS ON USE OF INFORMATION SHARED

- 7.1 All shared information, personal or otherwise, must only be used for the purpose(s) specified at the time of disclosure(s) as defined in the relevant Information Sharing Agreement unless obliged under statute or regulation, or under the instructions of a court or as agreed elsewhere. Therefore any further uses made of this data will not be lawful or covered by the ISA.
- 7.2 Restrictions may also apply to any further use of non-personal information, such as commercial sensitivity or prejudice to others caused by the information's release, and this should be considered when considering secondary use for non-personal information. If in doubt the information's original owner should be consulted.
- 7.3 Additional Statutory restrictions apply to the disclosure of certain information for example Criminal Records, HIV and AIDS, Assisted Conception and Abortion, Child Protection etc. Information about these will be included in the relevant ISA.

8. CONSENT – APPLIES TO PERSONAL DATA ONLY

- 8.1 Consent is not the only means by which personal data can be disclosed. Under the Data Protection Act 1998 in order to disclose personal data at least one condition in schedule two must be met. In order to disclose sensitive personal data at least one condition in both schedules two and three must be met.
- 8.2 Where a Partner Organisation has a statutory obligation to disclose personal data then the consent of the data subject is not required; but the data subject should be informed that such an obligation exists.
- 8.3 If a Partner Organisation decides not to disclose some or all of the personal data, the requesting authority must be informed. For example the Partner Organisation may be relying on a lawful exemption from disclosure or on the inability to obtain consent from the data subject.
- 8.4 Consent has to be signified by some communication between the organisation and the Data Subject. If the Data Subject does not respond this cannot be assumed as implied consent. When using sensitive data, explicit consent must be obtained subject to any existing exemptions. In such cases the data subject's consent must be clear and cover items such as the specific details of processing, the data to be processed and the purpose for

processing.

- 8.5 If consent is used as a form of justification for disclosure, the data subject must have the right to withdraw consent at any time.
- 8.6 Specific procedures will apply where the data subject is either not considered able to give informed consent itself because of either the data subject's age (Gillick Competency) or where the data subject has a condition which means the data subject does not have the capacity to give informed consent. In these circumstances the relevant policy of the Partner Organisation should be referred to.

9. INDEMNITY

- 9.1 Each Partner Organisation will keep each of the other partners fully indemnified against any and all costs, expenses and claims arising out of any breach of this agreement and in particular, but without limitation, the unauthorised or unlawful access, loss, theft, use, destruction or disclosure by the offending partner or its sub-contractors, employees, agents or any other person within the control of the offending partner of any personal data obtained in connection with this agreement.

10. SECURITY

- 10.1 It is assumed that each Partner Organisation has achieved or will be working towards ISO 27001, the International Standard for Information Security Management, compliance or a similar level of compatible security. Partner Organisations should ensure that the minimum standards of security, that they require, are agreed with Partner Organisations with whom their information will be shared and included in the ISA. This should take account of the security classification of the information.
- 10.2 It is accepted that not all Partners will have security classification in place.
- 10.3 Each partner signing this protocol and any individual signing the confidentiality agreement, agrees to adhere to the agreed standards of security. If there is a security breach in which information received from another party under this ISA is compromised, the originator will be notified at the earliest opportunity via the postholder identified at 3.2 of the ISA, who must forward details to the Information Security Section.
- 10.4 Where a partner has regular, specific security requirements, for example a corporate policy, either these or, if available, a hypertext link to the protocol should be included. This should help to avoid reviewing standards agreed previously when each new ISA is set up.
- 10.5 Security requirements will not be included in individual Information Sharing Agreements except where they are unique to that Agreement. This will ensure requirements are kept current, as notified, and avoid errors arising from having more than one copy of a Partner's standard requirements.

11. INFORMATION QUALITY

- 11.1 Information quality needs to be of a standard fit for the purpose information is to be used for, including being complete, accurate and as up to date as required for the purposes for which it is being shared. Without this any decision made on the information may be flawed and inappropriate actions may result. Partner Organisations are expected to ensure that the Personal Data and Sensitive Personal Data that it holds is processed in accordance with DPA principles: this includes ensuring that the Data is accurate, complete and up-to-date and is not kept any longer than is necessary.
- 11.2 Where Partner Organisations share information under this Protocol it is expected that Partner Organisations will either have an Information Quality Strategy and the supporting processes and procedures in place or be formally working towards this.
- 11.3 All Partner Organisations are expected to give undertakings that information meets a reasonable quality level for the proposed purposes for which it is being shared and be able to evidence this.
- 11.4 It is expected that all partner organisations will have or be working towards an organisational Information Quality Strategy. In generating and maintaining this policy due regard should be paid to the Information Quality Assurance Strategy.

11.5 Audit

Where a partner requires the ability to audit a Partner Organisation's Information Quality standards, for example as part of a Local Area Agreement (LAA) in which the receiving partner is the lead LAA partner, this and the obligations on the partners should be identified in the contract or ISA relevant to the sharing.

12. TRAINING

- 12.1 All Partner Organisations staff processing information shared under this Protocol and its associated ISA are expected to be trained to a level that enables them to undertake their duties confidently, efficiently and lawfully. This is an obligation on each Partner Organisation and responsibility for it cannot be assigned to another organisation, although delivery of training can with that third party's consent.
- 12.2 To minimise the costs associated with training and to ensure that all staff participating in activities based on information shared under a specific ISA it is strongly advised that partners collaborate in the development and delivery of training. Obligations and costs arising out of such collaborative working should be clearly identified in the ISA.
- 12.3 For the avoidance of doubt, where collaborative training is not adopted this should be stated in the ISA.

13. INDIVIDUAL RESPONSIBILITIES

- 13.1 Every individual working for the organisations listed in this Partnership Agreement is personally responsible for the safekeeping of any information they obtain, handle, use and disclose.
- 13.2 Every individual should know how to obtain, use and share information they legitimately need to do their job.
- 13.3 Every individual has an obligation to request proof of identity, or takes steps to validate the authorisation of another before disclosing any information requested under this protocol and associated ISA's.
- 13.4 Every individual should uphold the general principles of confidentiality, follow the guidelines set out in this Protocol and seek advice when necessary.
- 13.5 Every individual should be aware that any violation of privacy or breach of confidentiality is unlawful and a disciplinary matter that could lead to their dismissal. Criminal proceedings might also be brought against that individual.

14. GENERAL PRINCIPLES

- 14.1 The principles outlined in this protocol are recommended good standards of practice or legal requirements that should be adhered to by all Partner Organisations.
- 14.2 This protocol sets the core standards applicable to all Partner Organisations and should form the basis of all Information Sharing Agreements established to secure the flow of personal information.
- 14.3 This protocol should be used in conjunction with local service level agreements, contracts or any other formal agreements that exist between the Partner Organisations.
- 14.4 All parties signed up to this protocol are responsible for ensuring that organisational measures are in place to protect the security and integrity of personal information and that their staff are properly trained to understand their responsibilities and comply with the law.
- 14.5 This protocol has been written to set out clear and consistent principles that satisfy the requirements of the law that all staff must follow when using and sharing personal information.
- 14.6 The specific purpose for use and sharing information will be defined in the Information Sharing Agreements that will be specific to the Partner Organisations sharing information.

15. REVIEW ARRANGEMENTS

15.1 This overarching agreement will be formally reviewed annually.

15.2 Any of the signatories can request an extraordinary review at any time where a joint discussion or decision is necessary to address local service developments.

Appendix B

LEGAL SHARED SERVICES

REQUIRED AMENDMENTS TO CONSTITUTIONS

TAUNTON DEANE

Page	Ref	Original	Amended version	Reason(s) for amendment
41	Article 12.3	<p><u>Post</u> Monitoring Officer and Solicitor to the Council <u>Functions and areas of responsibility</u> Responsible for ensuring the legality of the actions of the Council and promoting good standards of ethical and corporate governance</p>	<p><u>Post</u> Monitoring Officer <u>Functions and areas of responsibility</u> Responsible for promoting good standards of ethical and corporate governance</p> <p><u>Post</u> Solicitor to the Council <u>(being the person designated as such in the Council's Inter Authority Agreement with Mendip District Council and West Somerset Council relating to the provision of a shared legal service)</u> <u>Functions and areas of responsibility</u> Responsible for ensuring the legality of the actions of the Council</p>	<p>Monitoring Officer and Solicitor to the Council now separate posts, with separate responsibilities.</p> <p>From the introduction of the Shared Legal Service on 1 April 2015, the Solicitor to the Council will not be an employee of the Council.</p>
47	Article 14.3	<p>The Solicitor to the Council is authorised to institute, defend or participate in any legal proceedings in any case where such action is necessary to give effect to decisions of the Council or in any case where the Solicitor to the Council considers that such action is necessary to protect the Council's interests</p>	<p>The Solicitor to the Council <u>(being the person designated as such in the Council's Inter Authority Agreement with Mendip District Council and West Somerset Council relating to the provision of a shared legal service)</u> is authorised to institute, defend or participate in any legal proceedings in any case where such action is necessary to give effect to decisions of the Council or in any case where the Solicitor to the Council considers that such action is necessary to protect the Council's interests</p>	<p>From the introduction of the Shared Legal Service on 1 April 2015, the Solicitor to the Council will not be an employee of the Council.</p>
47	Article 14.5	<p><u>Common Seal of the Council</u></p>	<p><u>Common Seal of the Council</u></p>	<p>From the introduction of the Shared Legal</p>

		<p>The Common Seal of the Council will be kept in a safe place in the custody of the Solicitor to the Council. A decision of the Council, or any part of it, will be sufficient authority for sealing any document necessary to give effect to the decision. The Common Seal will be affixed to those documents which in the opinion of the Solicitor to the Council should be sealed. The affixing of the Common Seal will be attested by the Solicitor to the Council or by some other person authorised by him/her.</p>	<p>The Common Seal of the Council will be kept in a safe place in the custody of the <u>Assistant Chief Executive</u>. A decision of the Council, or any part of it, will be sufficient authority for sealing any document necessary to give effect to the decision. The Common Seal will be affixed to those documents which in the opinion of the Solicitor to the Council should be sealed. The affixing of the Common Seal <u>may only</u> be attested by <u>the Chief Executive, the Assistant Chief Executive, any Director, or the Democratic Services Manager</u>.</p>	<p>Service on 1 April 2015, the Solicitor to the Council will not be an employee of the Council. Therefore it is necessary to amend the arrangements relating to custody of the Seal and the sealing of documents</p>
47	Article 14.6	<p><u>Certifying of Delegated Powers</u> The Solicitor to the Council is authorised to (a) effect to changes to the Council's management structure and as to the naming and responsibilities of individual posts (b) to amend the formal delegated powers allocated to those posts, and is authorised to certify the extent of those delegated powers</p>	<p><u>Certifying of Delegated Powers</u> The <u>Assistant Chief Executive</u> is authorised to (a) <u>give</u> effect to changes to the Council's management structure and as to the naming and responsibilities of individual posts (b) to amend the formal delegated powers allocated to those posts, and is authorised to certify the extent of those delegated powers</p>	<p>From the introduction of the Shared Legal Service on 1 April 2015, the Solicitor to the Council will not be an employee of the Council. Therefore it is necessary to reallocate the responsibilities in Art. 14.6</p>
58	Section 1 para 3(a)	<p><u>Function</u> Development Control; Building Control Appendix 1 – Part A</p> <p><u>If delegated – then to whom?</u> Planning Committee; Growth and Development Manager; Development Management Lead, Building Control Manager, Solicitor to the Council</p>	<p><u>Function</u> Development Control; Building Control Appendix 1 – Part A</p> <p><u>If delegated – then to whom?</u> Planning Committee; <u>Assistant Director (Planning and Environment); the Area Planning Managers; and the Building Control and Land Charges Manager</u> Solicitor to the Council</p>	<p>From the introduction of the Shared Legal Service on 1 April 2015, the Solicitor to the Council will not be an employee of the Council. Therefore it is necessary to delete the reference to the Solicitor to the Council from the list of officers who are able to exercise this delegated power. (The post titles of the other officers have also been updated).</p>

WEST SOMERSET

Page	Ref	Original	Amended version	Reason(s) for amendment
41	Article 14.03	<p><u>Legal Proceedings</u> The Proper Officer is authorised to institute, defend or participate in any legal proceedings in any case where such action is necessary to give effect to decisions of the Council or in any case where the Proper Officer considers that such action is necessary to protect the Council's interests</p>	<p><u>Legal Proceedings</u> The <u>Solicitor to the Council (being the person designated as such in the Council's Inter Authority Agreement with Mendip District Council and Taunton Deane Borough Council relating to the provision of a shared legal service)</u> is authorised to institute, defend or participate in any legal proceedings in any case where such action is necessary to give effect to decisions of the Council or in any case where the <u>Solicitor to the Council</u> considers that such action is necessary to protect the Council's interests</p>	<p>From the introduction of the Shared Legal Service on 1 April 2015, these responsibilities will pass to the Service and be discharged by the officer designated as the Solicitor to the Council within the IAA relating to the service</p>
99	Scheme of Delegations Table 3	<p><u>Job Title</u> Support Adviser – Legal <u>Service Area</u> Legal Services</p>	<p><u>Job Title</u> <u>Assistant Chief Executive (formerly Corporate Director)</u> <u>Service Area</u> Legal Services</p>	<p>From the introduction of the Shared Legal Service on 1 April 2015, there will be no specific role of "Support Adviser – Legal". Therefore it is necessary to reallocate this responsibility</p>
111	Scheme of Delegations Table 3	<p><u>Delegated Action</u> Authority to seal deeds on behalf of the Authority <u>Post delegated to undertake the action</u> Proper Officer; Legal/Support Officer</p>	<p><u>Delegated Action</u> Authority to seal deeds on behalf of the Authority <u>Post delegated to undertake the action</u> <u>The Chief Executive, the Assistant Chief Executive, any Director, or the Democratic Services Manager</u></p>	<p>From the introduction of the Shared Legal Service on 1 April 2015, there will be no specific role of "Legal/Support Officer". Therefore it is necessary to amend the arrangements relating to the sealing of documents (with the amendments also reflecting the new JMASS structure)</p>

(b) Localism Act 2011 – Pay Policy Statement

The Localism Act 2011 has made it a requirement for all Local Authorities to prepare a Pay Policy Statement each year for approval by Members.

The first Statement was prepared in 2012 and was considered by Scrutiny and the Executive before approval by Full Council. However, due to the fact that the document is largely unchanged for the fourth year, the 2015/2016 Statement has again been reported directly to Full Council.

The 2015/2016 Statement covers the 'joint working' arrangements with West Somerset Council, the creation of a single workforce and the approvals made by Council on 12 November 2013.

The Statement has to include policies on which remuneration of its Chief Officers and its lowest paid employees (and the relationship between them) are based.

The Statement is also required to:-

- Set out arrangements for the remuneration of Chief Officers on appointment;
- Set out arrangements for payments on termination of employment for Chief Officers even if covered by other approved policies;
- Set out arrangements for the re-employment of Chief Officers; and
- Be published on the Council's website.

Taunton Deane's latest Pay Policy Statement is attached to this recommendation as an Appendix and consultation on this has taken place with the local UNISON Branch.

UNISON comments are:-

The Council's UNISON branch has been consulted on the Pay Policy statement 2015/16 and has not provided any additional comments.

It is **recommended** that the Pay Policy Statement for 2015/2016 be approved.



Taunton Deane Borough Council

Full Council – 24 February 2015

Pay Policy Statement 2015/16

1. Executive Summary

This pay statement describes the pay arrangements and policies that relate to the pay of the workforce which serves the Joint Management and Shared Services (JMASS) Partnership between Taunton Deane Borough Council and West Somerset Council. This statement describes in particular the arrangements for the JMASS senior staff and its lowest paid employees.

The statement will be considered by elected members of the two councils at Full Council meetings.

2. Background

Section 38 (1) of the Localism Act 2011 requires local authorities to prepare and publish a pay policy statement for each financial year.

The pay statement is intended to bring together sufficient information about the different elements of the local authority's pay policies to enable local taxpayers to reach an informed view about local decisions on all aspects of pay and reward for employees. It also provides the context for the more detailed financial information that is already published by local authorities under the Code of Recommended Practice for Local Authorities on Data Transparency and by the Accounts and Audit (England) Regulations 2011.

3. The Joint Management and Shared Service partnership between Taunton Deane Borough Council and West Somerset Council

In November 2013 the two councils entered into an agreement by which services will be delivered by a single workforce across the two local authority areas.

In order to reduce costs and increase efficiency for the two councils the workforce is led by a single Chief Executive and team of senior staff which replaces the two separate management teams which served the two councils

before the agreement was approved. The two councils share the salary costs of senior employees set out in this statement.

This pay statement has been produced following a period of transition for the workforce. The transfer of staff into new posts in a reorganised single workforce has been completed and all staff, on behalf of the Partnership, are now employed by Taunton Deane Borough Council. Negotiations with UNISON on terms and conditions of employment for the whole of the shared workforce will commence shortly with a view to these new terms being in place by 1 April 2016.

Elected members, at respective Council meetings on 12 November 2013, considered and approved the details of senior salary packages for the Joint Management Team and a revised pay and grading scheme for the single workforce.

This pay statement represents the position on the pay structures and other elements of the remuneration package for staff as at 31 March 2015.

4. Policy statement

The Partnership is committed to ensuring transparent, fair and equitable pay and reward arrangements that provide value for money and enable the recruitment and retention of employees with the skills and motivation to deliver high quality services for Taunton Deane Borough Council and West Somerset Council and its communities. The policies that support these objectives are summarised in this document.

5. Scope

The pay statement describes the pay arrangements that apply to the Joint Management Team (the senior employees) and the lowest paid employees.

For the purpose of this pay statement **senior employees** are defined as those staff in the top three tiers of management; the Chief Executive, three Directors, the Assistant Chief Executive and seven Assistant Directors.

The pay and grading of employees, other than senior employees, are currently set using pay structures divided into grades within which there are spinal column points setting the pay rates. Posts are allocated to a pay grade through a process of job evaluation.

The current pay and grading structure for the workforce is set out in the attached Appendix B. As agreed by the two Councils, the Taunton Deane Borough Council pay and grading structure will be used when appointments are made to the workforce.

For the purpose of this statement **lowest paid employees** for the two councils are defined as follows:

- Those who receive a salary equivalent to Grade B on the councils' pay structure. This is because no employee of the councils is paid at a grade lower than Grade B (Point 11).

The Councils are required, for the purposes of this statement, to define 'its lowest paid employees' and also to explain why they have adopted this definition.

Other than the posts set out in above (senior management) and recognised apprentices, all posts within the councils have been subject to Job Evaluation to assess the value of the job content and then, subject to that value, have been placed in an agreed grade.

The councils will therefore define their lowest paid employees as those on the minimum pay points as these (apart from apprentices) are the lowest hourly rates paid to employees of the councils. The Councils have adopted this definition, as it can be easily understood.

It should, however, be pointed out that the Taunton Deane Borough Council pay scales were amended by Members to commence from the current 'Living Wage' (outside of London) in December 2013 and therefore the lowest hourly rate paid to employees is now in excess of the Living Wage.

6. Remuneration of senior employees

As part of the annual Pay Policy Statement each council must state:

- (a) The elements of remuneration for each senior employee and these are set out in Appendix A.
- (b) The policy for determining the remuneration of senior employees on recruitment.

The Joint Management Team are employed on fixed pay points for all posts within the top three tiers and therefore remuneration in terms of salary will be fixed on appointment if these remained unaltered.

Any other elements of remuneration, as set out in Appendix A, that are relevant at the point of recruitment are highlighted accordingly.

The Leaders will, after taking independent pay advice from South West Councils or similar, recommend the remuneration package on appointment to the above posts to Full Council prior to advertisement of any vacancy. The remuneration package will then be subject to the approval of Full Council.

- (c) How any increases and additions to remuneration for each senior employee are made?

Annual cost of living pay awards are negotiated nationally by the Local Government Employers organisation and, where a pay award is agreed, these will be applied to the fixed pay point of the employee.

The Councils have the ability to determine certain Local Government Pension Scheme discretions and the Discretions which have been adopted by each authority are attached in Appendices C (Taunton Deane Borough Council) and F (West Somerset Council).

The post of Chief Executive is employed on the Terms and Conditions of Employment agreed by the Joint Negotiating Committee (JNC) for Chief Executives and all other senior employees are covered by the Terms and Conditions of Employment agreed by the JNC for Chief Officers all of which are supplemented by local terms and conditions agreed by Taunton Deane Borough Council as the employer.

- (d) The use of performance-related pay for chief officers.

The councils do not operate Performance Related Pay schemes for any of its staff.

- (e) The use of bonuses for senior employee.

The councils do not operate Bonus Schemes or Bonus Payments for any of its staff.

- (f) The approach to the payment of senior employees on their ceasing to hold office under or to be employed by the authority

Any termination payments to senior employees on ceasing office will comply with the policies current at that time, which will have been approved by Full Council of the employing authority. No additional termination payments will be made without the approval of the Executive/Cabinet, this will include any Settlement Agreements, which may be subject to a confidentiality clause. The current joint redundancy policy is attached at Appendix F and retirement policies are attached as Appendices G (Taunton Deane Borough Council) and H (West Somerset Council).

That where severance payments for staff exceed £100,000 they will be reported to Full Council for approval and in presenting information to Full Council the components of the relevant severance package will be clearly set out. These components may include salary paid in lieu, redundancy compensation, pension entitlements, holiday pay and any bonuses, fees or allowances paid.

- (g) The remuneration of senior employees who return to Local Authority employment.

Where the senior employee:

- (i) Was a previously employed senior employee who left with a severance payment and applies to comeback as a senior employee.

Executive/Cabinet approval would be required to authorise re-employment within the authority of a previously employed senior employee who had left with a severance payment and is seeking re-employment.

- (ii) Was previously employed by the same authority and have comeback as a senior employee under a contract for services.

Executive/Cabinet will be required to approve any award of a 'contract for services' to a senior employee who has previously been employed by the authority.

- (iii) Is in receipt of a Local Government Pension Scheme Pension.

If an employee receiving a pension from the Local Government Pension Scheme becomes re-employed then their pension could be affected. If their pension plus the earnings from their new job is higher than the final pay their pension was calculated on, then their pension will be affected. For every pound that their earnings plus pension exceed previous pay, then their pension will reduce by a pound. This abatement will last for as long as the person exceeds their limit (so either when the new job ends or they reduce their hours so their earnings drop down below the acceptable level).

However, abatement is not applied where the member's pension is less than £3000 per annum.

The Chief Executive is the appointed Returning Officer for Taunton Deane whilst the Assistant Chief Executive is the appointed Returning Officer for West Somerset Council and both receive a fee for County, District and Parish Council and for Parliamentary Election duties. The fee for undertaking this role varies from year to year and is not subject to this policy since fee levels are set regionally and nationally.

7. Remuneration of other employees

As explained in paragraph 5 above, the pay structure for all other employees consists of grades and incremental points set out in the attached appendices. Grades are allocated to jobs through a process of job evaluation which establishes the relative value of different jobs within the workforce. Both councils previously operated the same job evaluation scheme (the Greater London Provincial Council Scheme) and both Councils have agreed to continue to use this Scheme for the shared workforce. Salaries for all employees (including senior employees) are subject to increases agreed under national pay award settlements.

The councils' pay structures create the basis of the relationship between the pay of all employees within the scope of the Pay Policy Statement.

The maximum salary for the post of Chief Executive is approximately 7.23:1 times the maximum salary of the lowest paid employee in the workforce. The maximum salary of the Directors is 5.37:1 times the maximum salary of the lowest paid employee. The maximum salary of the Assistant Directors is 4.02:1 times the lowest paid employee.

The maximum salary for the post of Chief Executive is approximately 4.23:1 times the mean FTE salary.

8. Transparency and Publication of Data

The councils will publish the Pay Policy Statement on the Taunton Deane Borough Council and West Somerset Council websites alongside other information relating to transparency/open government and this can be found on:

<https://www.westsomersetonline.gov.uk/transparency>
http://www.tauntondeane.gov.uk/irj/public/council/consultations/consultation?rid=/wpcccontent/Sites/TDBC/Web%20Pages/Council/Consultations/Transparency%20Open%20Data_0

9. Review

The Localism Act requires councils to prepare and publish a pay policy statement for each financial year. The next statement is due for publication before the end of March 2016.

Appendices

- Appendix A Remuneration to senior staff
- Appendix B Taunton Deane Borough Council Pay and Grading Structure
- Appendix C Taunton Deane Borough Council Local Government Pension Scheme Discretions
- Appendix D Taunton Deane Borough Council redundancy policy
- Appendix E Taunton Deane Borough Council Flexible Retirement Policy
- Appendix F West Somerset Council Local Government Pension Scheme Discretions

Appendix A – Remuneration to Senior Staff

The Level and Remuneration for each Chief Officer

Post	Statutory Role	Terms and Conditions and JE Status	Salary	Salary Progression	Bonus or Performance related pay	Other Benefits	Pension Enhancement in Year
Chief Executive	Head of Paid Service	JNC Chief Executives – Out of JE	£110,000	No	No	Lease Car Payment of Professional Subscription *Election payments – Returning Officer Payments relating to LGPS Employer Contributions	No
Strategic Director of Operations and Deputy Chief Executive	Section 151 Officer	JNC Chief Officers – Out of JE	£86,700	No	No	Lease Car Payment of Professional Subscription Payments relating to LGPS Employer Contributions	No
Strategic Director of Housing and Communities		JNC Chief Officers – Out of JE	£81,600	No	No	Payment of Professional Subscription Payments relating to LGPS Employer Contributions	No
Strategic Director Growth and Development		JNC Chief Officers – Out of JE	£81,600	No	No	Lease Car Payment of Professional Subscription Payments relating to LGPS Employer Contributions	No

Post	Statutory Role	Terms and Conditions and JE Status	Salary	Salary Progression	Bonus or Performance related pay	Other Benefits	Pension Enhancement in Year
Assistant Chief Executive	Monitoring Officer	JNC Chief Officers – Out of JE	£64,770	No	No	Payment of Professional Subscription Payments relating to LGPS Employer Contributions	No
Assistant Director Housing and Community Development		JNC Chief Officers – Out of JE	£61,200	No	No	Payment of Professional Subscription Payments relating to LGPS Employer Contributions	No
Assistant Director Corporate Services		JNC Chief Officers – Out of JE	£61,200	No	No	Lease Car Payment of Professional Subscription Payments relating to LGPS Employer Contributions	No
Assistant Director Planning and Environment		JNC Chief Officers – Out of JE	£61,200	No	No	Lease Car cash allowance Payment of Professional Subscription Payments relating to LGPS Employer Contributions	No
Assistant Director Resources		JNC Chief Officers – Out of JE	£61,200	No.	No	Payment of Professional Subscription Payments relating to LGPS Employer Contributions	No

Post	Statutory Role	Terms and Conditions and JE Status	Salary	Salary Progression	Bonus or Performance related pay	Other Benefits	Pension Enhancement in Year
Assistant Director Business Development		JNC Chief Officers – Out of JE	£61,200	No	No	Payment of Professional Subscription Payments relating to LGPS Employer Contributions	No
Assistant Director Operational Delivery		JNC Chief Officers – Out of JE	£61,200	No	No	Payment of Professional Subscription Payments relating to LGPS Employer Contributions	No
Assistant Director Property & Development		JNC Chief Officers – Out of JE	£61,200	No	No	Payment of Professional Subscription Payments relating to LGPS Employer Contributions	No

- * Additional payments are made by Central Government to officers carrying out additional duties at elections. These payments will only be received when elections take place and vary according to the responsibility undertaken.
- ** These thresholds relate to the publication of salary information as required under the Code of Recommended Practice for Local Authorities on Data Transparency (£58,200 is the minimum of the Senior Civil Service minimum pay band) and the Audit and Accounts Regulations (£50,000)
- *** JNC Chief Officers – Out of JE. The job evaluation scheme is not applicable to Chief Officer posts. The salaries of Chief Officer posts are evaluated against local market data provided by South West Councils. This data provides salary details for comparable Chief Officer posts within comparable district councils.

Appendix B Taunton Deane Borough Council Pay and Grading Structure
applicable from 1.01.2015

Grade	SCP				
A	N/A	N/A	N/A	N/A	N/A
B	N/A	N/A	N/A	N/A	11 £15,207
C	12 £15,523	13 £15,941	14 £16,231	15 £16,572	16 £16,969
D	17 £17,372	18 £17,714	19 £18,376	20 £19,048	21 £19,742
E	22 £20,253	23 £20,849	24 £21,530	25 £22,212	26 £22,937
F	27 £23,698	28 £24,472	29 £25,440	30 £26,293	31 £27,123
G	32 £27,924	33 £28,746	34 £29,558	35 £30,178	36 £30,978
H	37 £31,846	38 £32,778	39 £33,857	40 £34,746	41 £35,662
I	42 £36,571	43 £37,483	44 £38,405	45 £39,267	46 £40,217
J	47 £41,140	48 £42,053	49 £42,957	50 £43,881	51 £44,778
K	52 £45,690	53 £46,596	54 £47,508	55 £48,210	56 £48,915
L	57 £49,614	58 £50,319	59 £51,021	60 £51,723	61 £52,428

Appendix C - Written Statement on Local Government Pension Scheme Employers Discretions and Key Pensions Policy

Taunton Deane Borough Council

April 2015 to 31 March 2016

LGPS (Administration) Regulations 2008

Regulation B30 (2)

The Council will allow individual former employees leaving employment on or before 31 March 2014 the option to request early payment of benefits after on or after age 55 and before age 60 which will be considered on a case-by-case basis following the production of a business case. In these cases no additional compensation will be awarded.

Regulation B30 (5)

With regard to the early payment of benefits on or after age 55 and before age 60 made under B30 (2) above the Council retains the right to waive the actuarial reduction of benefits on exceptional compassionate grounds.

Regulation B30A (3)

The Council will allow the option to request an application for reinstatement of a suspended tier 3 ill health pension on or after age 55 and before age 60 which will be considered on a case-by-case including the production of evidential support. This applies to employees leaving service on or before 31 March 2014.

Regulation B30A (5)

With regard to an application for reinstatement of a suspended tier 3 ill health pension on or after age 55 and before age 60 made under B30A (3) above the Council retains the right to waive the actuarial reduction of benefits on exceptional compassionate grounds.

Local Government Pension Scheme Regulations 1997 (as amended) in relation to active councillor members and pre 1 April 2008 scheme leavers.

Regulation 31 (2)

The Council will allow a post 31 March 1998/pre 1 April 2008 leaver or from a councillor member the option to request early payment of benefits after on or after age 55 and before age 60 which will be considered on a case-by-case basis following the production of a business case. In these cases no additional compensation will be awarded.

Regulation 31 (5)

With regard to the early payment of benefits made in accordance with Regulation 31 (2) the Council retains the right to waive the actuarial reduction of benefits on exceptional compassionate grounds.

Regulation 31 (7A)

The Council will allow councillor optants out and pre 1 April 2008 employee optants out the option to request payment of benefits at normal retirement date and these will be considered on a case-by-case basis following the production of a business case.

The Local Government Pension Scheme Regulations 2013

Regulation 100 (6)

It is not Council policy to extend the 12-month limit on transfer of previous pension rights into the LGPS.

Regulation 9 (1) and 9 (3)

It is Council policy to allow employee contribution rates to be determined as changes occur during the financial year.

Regulation 16(2)(e) and 16(4)(d) Funding of Additional Pension

It is not the policy of the Council to fund additional pension and will not enter into a shared cost additional pension contributions arrangement.

Regulation 30(6) Flexible Retirement

The Council will allow benefits to be paid to a member of staff if they reduce their hours/grade (known as flexible retirement) and this is set out in the Council's Retirement Policy. Each case will be decided individually after the consideration of a detailed business case and only applies to those aged 55 and over.

Regulation 30(8)

With regard to flexible retirement and requests from staff aged 55 or over for retirement the Council retains the right to waive the actuarial reduction of benefits on exceptional compassionate grounds.

Regulation 31 Award of Additional Pension

It is not the policy of the Council to award Employer APC for active member leaving on redundancy/efficiency other than by allowing employees leaving on grounds of redundancy/efficiency to use compensation payments to fund additional pensions.

The Local Government (Early Termination of Employment) Discretionary Compensation Regulations 2006

As set out in the Redundancy Policy the Council do not limit redundancy payments to the statutory maximum weekly pay threshold and instead use actual weekly pay of the employee.

The Council does not offer a minimum payment with regard to redundancy. Benefits are calculated using actual weekly pay and the statutory number of weeks as calculated against continuous local government service (and service covered by the Modification Order).

The Council provides up to 60 weeks compensation, in addition to any redundancy payment as set out in both the Compensation Policy.

Where additional compensation is paid the employee has the option to augment pension benefits by using all of the additional compensation unless specific criteria are met.

Appendix D – Taunton Deane Borough Council and West Somerset Council Redundancy Policy



Implementation date of policy 13 November 2013

Review date April 2015

Redundancy and Redeployment (transition) Policy

Introduction

This policy covers any redundancy situations that may arise following the approval of the business case for joint management and shared services between Taunton Deane Borough Council and West Somerset Council (the Councils).

The Councils recognise a responsibility to safeguard the job security and prospects of their employees as far as possible. They also recognise that they must adapt to change and that this process of combining two sets of employees will inevitably affect the structure and size of the workforce.

Scope

The policy applies to the employees of both of the Councils and will cover the period following the approval at Full Council of the business case for joint management and shared services between the Councils.

The policy will be reviewed in April 2015 with UNISON to ensure its continued relevance and effectiveness. An extension may be applied with agreement of UNISON.

Aims

The aim of this policy is to set out one procedure that will be followed by both Councils throughout the transition period. In doing so, it ensures employees, managers and UNISON are clear of the procedure that is being followed through any redundancy process.

As far as possible, the Councils will seek to avoid or minimise the need for compulsory redundancies, this policy sets out the ways in which the Councils will do this.

Redundancy Procedure

Consultation

Where the possibility of redundancies is identified the Councils will inform and consult with the relevant trade union representatives as early as possible and before any formal decisions have been made. As part of the consultation the Council will provide the following information:

- the reasons for the proposed redundancies;
- the numbers and descriptions of employees it proposes to make redundant;
- the total number of employees of those descriptions employed at the establishment in question;
- the proposed method of selecting those who may be dismissed;
- the proposed method of carrying out the dismissals, including the period over which the dismissals are to take effect;
- the proposed method of calculating any redundancy payments;
- the number of agency workers working temporarily for, and under the supervision and direction of, the employer;
- the parts of the employer's business in which the agency workers work; and
- the type of work that the agency workers carry out.

Formal consultation shall be deemed to commence on the date when these details are given in a letter to the Branch Secretaries of both Branches.

Consultation timescales will depend upon the scale of potential redundancies and will be as follows:

- A minimum of 30 days before the first dismissal takes effect, where up to 99 employees are to be made redundant over a period of 90 days or less; or
- A minimum of 45 days before the first dismissal takes effect, where more than 100 employees are to be made redundant over a period of 90 days or less

Any consultation responses received in time will be included in any committee reports to be considered by the appropriate Committee.

Measures to avoid or minimise compulsory redundancies

The Councils will, in consultation with the appropriate trade union representatives explore any options to avoid or minimise the need for compulsory redundancies. Alternatives may include (not in order of priority):

- Reductions through natural staff turnover (ie not automatically replacing employees who leave);
- Seeking volunteers for redundancy;
- Redeployment, including retraining where appropriate;
- Stopping or reducing overtime other than contractual or emergency overtime;
- Restrictions on permanent and/or external recruitment;
- Termination of casual or agency worker arrangements;
- Flexible retirements/voluntary reduction in hours.

Employees 'at risk' of redundancy

Notification of 'at risk' status

As soon as practicable after the unions have been informed of the potential for redundancies, any individuals affected will be informed that they are 'at risk' of redundancy and that consultation has commenced. An individual will be identified as being 'at risk' of redundancy if their current post does not exist in a new structure or there will be a reduction in the number of the same post in a new structure. This will be confirmed in writing with an estimate of any redundancy payment and if applicable, pension payment due.

Throughout the consultation period, further meetings (usually mid consultation and at the end of the consultation period) will be arranged with individuals 'at risk' of redundancy to discuss any concerns, redeployment opportunities, any selection processes etc. Records of any discussions will be kept on the employee's personal file.

Rights of employees 'at risk'

Employees 'at risk' of redundancy have certain rights. The Councils will make every effort to redeploy the individuals within the Councils services.

Employees are entitled to reasonable paid time off to look for alternative employment. This may include time off to attend interviews or attend relevant training courses. A reasonable amount of time is considered to be up to two days per week (pro rata for part-time employees). Such time off must be arranged in advance with the line manager.

A central register of employees 'at risk' of redundancy will be held in HR and those employees put 'at risk' will be informed by HR of all relevant vacancies arising within the Councils. Efforts will be made to redeploy employees within the Councils to retain skills, knowledge and experience and reasonable training will be provided if necessary.

The Councils will make every effort to facilitate employees search for new employment, either through in-house support or, on occasions, outplacement specialists. Support may include; advice on writing application forms or preparing CVs, interview tips, coaching etc.

Selection for redundancy

Once a proposal for a restructure or reduction in headcount is approved and where compulsory redundancies are unavoidable, the ring fence arrangements and process of selection for redundancy will be agreed with UNISON. It may include some or all of the following criteria:

- Attendance records (other than absences covered by the Equality Act 2010);
- Disciplinary records ('live' warnings only);
- Skills and experience;
- Past performance records;
- A selection interview.

If a function or service is to be discontinued all employees directly related to the provision of that function will automatically be selected for redundancy.

If there is to be a reduction in the number of posts but the job descriptions remain largely unchanged, (i.e. duties are more than 80% the same). Selection will be based on agreed criteria and made by a selection panel that comprises of a higher level of management, at least one member of Corporate Management Team (CMT) and a representative from HR.

If a restructure involves the creation of new roles, selection for redundancy will be dependant on success at interview for those new roles. A new role is one where the duties are more than 20% different. A ring fence of employees that can apply for the new posts will be agreed with UNISON and will be based on job type, grade and/or salary levels. The appointment panel should consist of managers from a higher level of management, at least one member of CMT and a representative from HR.

This appointment process does not apply to posts named as Scheduled Posts on the constitution, (i.e. Joint Chief Executive, Strategic Directors, Corporate Directors, Theme Managers and Corporate Managers). As these appointments require an Appointments Committee, comprising of at least one member of each of the Councils Executive/Cabinet Committees.

The employee/s selected for redundancy will receive written notification of the reasons for their selection as well as their proper contractual notice in accordance with their contract of employment or statutory notice whichever is greater.

NB: The cost of redundancy is not a factor that will be taken into account when selection for redundancy is made.

Calculation of redundancy payments

Employees will be notified personally about their redundancy entitlements as soon as possible after they have been notified that they are 'at risk' of redundancy, including the compensation/severance payment in writing and details of any pension due where applicable.

The qualifying service in respect of redundancy payments is two years continuous local government service (in accordance with the Redundancy Payments (Local Government) Modification Order. Reckonable service is limited to the last 20 years before redundancy.

Statutory redundancy payments are made according to the following scale:

- (a) one and a half week's pay* for each year of employment during which the employee was aged 41 and over;
- (b) one week's pay* for each year of employment during which the employee was aged 22 to 40 inclusive;
- (c) half a week's pay* for each year of employment in which the employee was aged 21 and under.

* A week's pay is based on contractual pay and does not include occasional overtime or additional payments.

Appendix one includes a table with the number of statutory weeks entitlement according to age and continuous service.

If prior to the expiry of the employee's notice of dismissal an individual receives an offer of employment with a related employer (in accordance with the Redundancy Payments Continuity of Employment in Local Government Modification Order 1999) to start immediately or within four weeks of the end of the previous employment, a redundancy payment cannot be made by the Council.

Compensation/severance payments

The Councils operate a discretionary enhanced redundancy payment scheme under the Local Government (Early Termination of Employment) (Discretionary Compensation) Regulations 2006, as compensation for the loss of employment on redundancy grounds. Details of the Council's schemes are available from the HR representatives.

Employees will be entitled to the discretionary compensation/severance payments in accordance with the existing policy of their employing Council.

Redundancy and compensation/severance payments will be made to employees within 4 weeks of the date of leaving employment.

Local Government Pension Scheme Payments

Employees that have been members of the LGPS for 3 month's or more and are aged 55 or over, are entitled to the immediate unreduced payment of their LGPS benefits if dismissed on the grounds of redundancy.

Redeployment Procedure

Wherever possible employees will be redeployed to avoid compulsory redundancy.

The Councils reserve the right in agreement with UNISON to apply a ring fence to new roles that are created as a result of any proposed restructures and offer them in the first instance to those employees at a similar job type grade/salary level within the existing structure and who have the relevant skills and experience that match the job description or person specification.

Where there is only one individual matched with the new position they will be slotted in.

Where there is more than one employee that matches the role or a group of employees to more than one role, a selection procedure panel will take place that involves a formal interview and other recruitment selection procedures.

All other vacancies arising within the Council where a suitable ring fence is not identified will be offered to employees 'at risk' of redundancy in the first instance.

Such vacancies will be sent initially to the HR Team who will check them against the 'at risk' register for any suitable candidates. Employees will be matched according to the essential criteria on the person specification, salary levels and preferred hours of work. Consideration must also be given to any reasonable appropriate training that will enable them to perform the duties of the role.

Any employees that meet the essential criteria will be made an offer of redeployment. Where more than one employee is matched to a vacancy a selection process will apply.

Any offer of redeployment will be made in writing and will include reference to a trial period, any training available, terms and conditions and protection arrangements if applicable.

Any employees that are redeployed into a new role will be given a 4 week trial period. This period may be extended by mutual agreement.

If the trial period is successful the employee will be sent written confirmation of any changes to terms and conditions. If the trial period is deemed unsuccessful by the manager, contractual notice will be reduced by the length of the trial period.

If an offer of redeployment is made by the Councils and the employee decides during the trial period that they wish to reject the offer, they must advise HR in writing within the trial period.

An employee who believes that a job offer is not suitable alternative employment may claim a redundancy payment. However, this will only be paid where the Councils agree that the job is unsuitable. The decision will be made by a Member of CMT, taking account of any changes to terms and conditions and the level of seniority.

Pay Protection and Trickle Down

As part of this policy there will be no protection for employees who are redeployed into another post.

Once agreed, ringfences will operate distinctly from one another without the ability to trickle down or across.

Appeals

If an employee is aggrieved about their selection for redundancy they have the right of appeal. The appeal must be received in writing by HR within 10 working days of the decision being made. Refer to Council Appeal Procedure.

If the selection for redundancy was made by the Joint Chief Executive the employee will have the right of appeal to be heard by an Appeal Committee comprising of at least one member of each of the Councils Executive/Cabinet Committee.

If the selection for redundancy was made by a Member of CMT other than the Joint Chief Executive the employee will have a right of appeal to be heard by the Joint Chief Executive.

All decisions made by the appeal panel are final.

Appendix one – Table to show entitlement to statutory weeks redundancy based on age and continuous service

		Years Service																		
		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Age	18																			
	19																			
	20	1.0	1.0	1.0	1.0															
	21	1.0	1.5	1.5	1.5	1.5														
	22	1.0	1.5	2.0	2.0	2.0	2.0													
	23	1.5	2.0	2.5	3.0	3.0	3.0	3.0												
	24	2.0	2.5	3.0	3.5	4.0	4.0	4.0	4.0											
	25	2.0	3.0	3.5	4.0	4.5	5.0	5.0	5.0	5.0										
	26	2.0	3.0	4.0	4.5	5.0	5.5	6.0	6.0	6.0	6.0									
	27	2.0	3.0	4.0	5.0	5.5	6.0	6.5	7.0	7.0	7.0	7.0								
	28	2.0	3.0	4.0	5.0	6.0	6.5	7.0	7.5	8.0	8.0	8.0	8.0							
	29	2.0	3.0	4.0	5.0	6.0	7.0	7.5	8.0	8.5	9.0	9.0	9.0	9.0						
	30	2.0	3.0	4.0	5.0	6.0	7.0	8.0	8.5	9.0	9.5	10.0	10.0	10.0	10.0					
	31	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	9.5	10.0	10.5	11.0	11.0	11.0	11.0				
	32	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	10.5	11.0	11.5	12.0	12.0	12.0	12.0			
	33	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	11.5	12.0	12.5	13.0	13.0	13.0	13.0		
	34	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	12.5	13.0	13.5	14.0	14.0	14.0	14.0	
	35	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	13.5	14.0	14.5	15.0	15.0	15.0	15.0
	36	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	14.5	15.0	15.5	16.0	16.0	16.0
	37	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	15.5	16.0	16.5	17.0	17.0
38	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	16.5	17.0	17.5	18.0	
39	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	17.5	18.0	18.5	
40	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	18.5	19.0	
41	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	19.0	19.5	
42	2.5	3.5	4.5	5.5	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	
43	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	19.0	20.0	21.0	

		Years Service																		
		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Age	44	3.0	4.5	5.5	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5
	45	3.0	4.5	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	19.0	20.0	21.0	22.0
	46	3.0	4.5	6.0	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5	22.5
	47	3.0	4.5	6.0	7.5	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	19.0	20.0	21.0	22.0	23.0
	48	3.0	4.5	6.0	7.5	9.0	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5
	49	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.0	14.0	15.0	16.0	17.0	18.0	19.0	20.0	21.0	22.0	23.0	24.0
	50	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5	24.5
	51	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	15.0	16.0	17.0	18.0	19.0	20.0	21.0	22.0	23.0	24.0	25.0
	52	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	15.0	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5	24.5	25.5
	53	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	15.0	16.5	18.0	19.0	20.0	21.0	22.0	23.0	24.0	25.0	26.0
	54	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	15.0	16.5	18.0	19.5	20.5	21.5	22.5	23.5	24.5	25.5	26.5
	55	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	15.0	16.5	18.0	19.5	21.0	22.0	23.0	24.0	25.0	26.0	27.0
	56	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	15.0	16.5	18.0	19.5	21.0	22.5	23.5	24.5	25.5	26.5	27.5
	57	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	15.0	16.5	18.0	19.5	21.0	22.5	24.0	25.0	26.0	27.0	28.0
	58	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	15.0	16.5	18.0	19.5	21.0	22.5	24.0	25.5	26.5	27.5	28.5
	59	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	15.0	16.5	18.0	19.5	21.0	22.5	24.0	25.5	27.0	28.0	29.0
	60	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	15.0	16.5	18.0	19.5	21.0	22.5	24.0	25.5	27.0	28.5	29.5
	61	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	15.0	16.5	18.0	19.5	21.0	22.5	24.0	25.5	27.0	28.5	30.0
	62	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	15.0	16.5	18.0	19.5	21.0	22.5	24.0	25.5	27.0	28.5	30.0
	63	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	15.0	16.5	18.0	19.5	21.0	22.5	24.0	25.5	27.0	28.5	30.0
	64	3.0	4.5	6.0	7.5	9.0	10.5	12.0	13.5	15.0	16.5	18.0	19.5	21.0	22.5	24.0	25.5	27.0	28.5	30.0

Appendix E – Taunton Deane Borough Council Flexible Retirement Policy

Taunton Deane Borough Council

Full or Partial Flexible Retirement Policy

1. Employees aged 55 (aged 50 up to 31 March 2010) who are members of the Local Government Pension Scheme are able to request payment of early retirement benefits whilst remaining in the Council's employment on reduced hours or a lower grade.
2. This right does not apply to employees who are in receipt of a redundancy payment and early pension benefits or who have taken early retirement in the interests of the efficiency of the service.
3. As a guide, a business case for flexible retirement where any reduction is minimal (e.g. less than 20% either in terms of reduced hours or lower grade) may be difficult to objectively justify.
4. Requests for flexible working may be instigated by employees who meet the criteria set out in 1. above at anytime but will only be able to make one request in any 12 month period.
5. An employee should, in the first instance, approach their line manager with a request for reduced hours, more flexible working patterns by putting their request in writing.
6. The line manager will notify the HR Advisory Team and a meeting will be arranged within 21 days to discuss the request from the employee.
7. At this point the HR Advisory Team will request an estimate of early retirement benefits from the Pension Section of Somerset County Council which will be provided to the employee and be used to complete the Flexible Retirement Approval Request Form.
8. The meeting between the employee, line manager and a member of the HR Advisory Team will discuss the request and business case and will only be referred for approval if it is operationally viable.
9. If the request is referred for approval this will be considered by the relevant Theme Manager/Service Unit Manager and the HR Manager.
10. It should be noted that employees who are retiring in this way before their normal retirement age will suffer an actuarial reduction in their benefits to reflect early payment. In exceptional compassionate circumstances the Council has the right to waive this actuarial reduction.
11. If the request is not referred for approval this will be confirmed to the employee in writing to the employee within 14 days of the meeting. The

employee would have the right of appeal against this decision which should be made in writing to the Retained HR Manager within 10 days of receipt of the reason for refusal of the request or refusal to waive the actuarial reduction on compassionate grounds where the request is approved.

12. Appeals will be heard by a Strategic Director advised by the Retained HR Manager.

Approved by Council – October 2009

Retirement in the Interest of Efficiency Pay – Ready Reckoner

Age	Complete Year's Service																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
18		1																		
19		1	1.5																	
20		1	1.5	2																
21		1	1.5	2	2.5															
22		1	1.5	2	2.5	3														
23		1.5	2	2.5	3	3.5	4													
24		2	2.5	3	3.5	4	4.5	5												
25		2	3	3.5	4	4.5	5	5.5	6											
26		2	3	4	4.5	5	5.5	6	6.5	7										
27		2	3	4	5	5.5	6	6.5	7	7.5	8									
28		2	3	4	5	6	6.5	7	7.5	8	8.5	9								
29		2	3	4	5	6	7	7.5	8	8.5	9	9.5	10							
30		2	3	4	5	6	7	8	8.5	9	9.5	10	10.5	11						
31		2	3	4	5	6	7	8	9	9.5	10	10.5	11	11.5	12					
32		2	3	4	5	6	7	8	9	10	10.5	11	11.5	12	12.5	13				
33		2	3	4	5	6	7	8	9	10	11	11.5	12	12.5	13	13.5	14			
34		2	3	4	5	6	7	8	9	10	11	12	12.5	13	13.5	14	14.5	15		
35		2	3	4	5	6	7	8	9	10	11	12	13	13.5	14	14.5	15	15.5	16	
36		2	3	4	5	6	7	8	9	10	11	12	13	14	14.5	15	15.5	16	16.5	17
37		2	3	4	5	6	7	8	9	10	11	12	13	14	15	15.5	16	16.5	17	17.5
38		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16.5	17	17.5	18
39		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17.5	18	18.5
40		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18.5	19
41		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19.5
42		2.5	3.5	4.5	5.5	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5
43		3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
44		3	4.5	5.5	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5
45		3	4.5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
46		3	4.5	6	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5	22.5
47		3	4.5	6	7.5	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
48		3	4.5	6	7.5	9	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5
49		3	4.5	6	7.5	9	10.5	12	13	14	15	16	17	18	19	20	21	22	23	24
50		3	4.5	6	7.5	9	10.5	12	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5	24.5
51		3	4.5	6	7.5	9	10.5	12	13.5	15	16	17	18	19	20	21	22	23	24	25
52		3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5	24.5	25.5
53		3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19	20	21	22	23	24	25	26
54		3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	20.5	21.5	22.5	23.5	24.5	25.5	26.5
55		3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22	23	24	25	26	27
56		3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	23.5	24.5	25.5	26.5	27.5
57		3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25	26	27	28
58		3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	26.5	27.5	28.5
59		3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	27	28	29
60		3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	27	28.5	29.5
61 plus		3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	27	28.5	30

APPENDIX F

WRITTEN STATEMENT ON LOCAL GOVERNMENT PENSION SCHEME EMPLOYERS DISCRETIONS AND KEY PENSIONS POLICY

WEST SOMERSET COUNCIL

April 2014 to 31 March 2015

LGPS (Administration) Regulations 2008

Regulation B30 (2)

The Council will allow individual former employees leaving employment on or before 31.03.14 the option to request early payment of benefits after on or after age 55 and before age 60 which will be considered on a case-by-case basis following the production of a business case. In these cases no additional compensation will be awarded.

Regulation B30 (5)

With regard to the early payment of benefits on or after age 55 and before age 60 made under B30 (2) above the Council retains the right to waive the actuarial reduction of benefits on exceptional compassionate grounds.

Regulation B30A (3)

The Council will allow the option to request an application for reinstatement of a suspended tier 3 ill health pension on or after age 55 and before age 60 which will be considered on a case-by-case including the production of evidential support. This applies to employees leaving service on or before 31 March 2014.

Regulation B30A (5)

With regard to an application for reinstatement of a suspended tier 3 ill health pension on or after age 55 and before age 60 made under B30A (3) above the Council retains the right to waive the actuarial reduction of benefits on exceptional compassionate grounds.

Local Government Pension Scheme Regulations 1997 (as amended) in relation to active councillor members and pre 1.4.08 scheme leavers.

Regulation 31 (2)

The Council will allow a post 31/3/98/pre 1/4/08 leaver the option to request early payment of benefits after on or after age 55 and before age 60 which will be considered on a case-by-case basis following the production of a business case. In these cases no additional compensation will be awarded.

Regulation 31 (5)

With regard to the early payment of benefits made in accordance with Regulation 31 (2) the Council retains the right to waive the actuarial reduction of benefits on exceptional compassionate grounds.

Regulation 31 (7A)

The Council will allow pre 1/4/08 employee optants out the option to request payment of benefits at normal retirement date and these will be considered on a case-by-case basis following the production of a business case.

The Local Government Pension Scheme Regulations 2013

Regulation 100 (6)

It is not Council policy to extend the 12-month limit on transfer of previous pension rights into the LGPS.

Regulation 9 (1) and 9 (3)

It is Council policy to allow employee contribution rates to be determined as changes occur during the financial year.

Regulation 16(2)(e) and 16(4)(d) Funding of Additional Pension

It is not the policy of the Council to fund additional pension and will not enter into a shared cost additional pension contributions arrangement..

Regulation 30(6) Flexible Retirement

The Council will allow benefits to be paid to a member of staff if they reduce their hours/grade (known as flexible retirement) and this is set out in the Council's Retirement Policy. Each case will be decided individually after the consideration of a detailed business case and only applies to those aged 55 and over.

Regulation 30(8)

With regard to flexible retirement and requests from staff aged 55 or over for retirement the Council retains the right to waive the actuarial reduction of benefits on exceptional compassionate grounds.

Regulation 31 Award of Additional Pension

It is not the policy of the Council to award Employer APC for active member leaving on redundancy/efficiency other than by allowing employees leaving on grounds of redundancy/efficiency to use compensation payments to fund additional pensions..

The Local Government (Early Termination of Employment) Discretionary Compensation Regulations 2006

As set out in the Redundancy Policy the Council do not limit redundancy payments to the statutory maximum weekly pay threshold and instead use actual weekly pay of the employee.

The Council does not offer a minimum payment with regard to redundancy. Benefits are calculated using actual weekly pay and the statutory number of weeks as calculated against continuous local government service (and service covered by the Modification Order).

The Council provides up to 30 weeks compensation, in addition to any redundancy payment as set out in both the Redundancy and Retirement Policies.

Where additional compensation is paid the employee has the option to augment pension benefits by using all of the additional compensation.

Full Council Meeting – 24 February 2015

Report of Councillor John Williams – Leader of the Council

1. Budget Setting

- 1.1 The Council's budget will have been considered by the time we get to this report but I do commend it to Members as being a great achievement over the years of austerity we have suffered. Difficult decisions have had to be made but in the main we have continued funding the all important front line services so valued by our community and only increasing Council Tax in one of the last four years. This, in my view, is the best way to help the people of Taunton Deane who have suffered a static income but increased costs of living over the period of austerity we have experienced from the world recession.
- 1.2 This year we have again reached a balanced budget without the use of reserves to support services and importantly, have protected the taxpayers from any Council Tax increase by setting a nil increase. Our Band D equivalent remains as for last year at 38 pence per day or £2.64 per week which for all this Council does represent excellent value for money. As a result of freezing Council Tax we are eligible for the Government's Freeze Grant amounting to £62,000 per annum which is then rolled into our Revenue Support Grant from Central Government for future years, as long as it lasts! It does mean of the 1.99% or £105,000 Council Tax increase that would be possible before triggering a referendum, we therefore only suffer a reduction in income of £43,000 per annum.
- 1.3 I would draw Members attention to the fact that we have received a substantial increase in Council Tax in addition to the Freeze Grant which comes through successful growth in the Borough. The budget report before you earlier reported a £94,528 increase in our tax base so adding this, plus continued growth, to our tax base year on year.
- 1.4 It is worth noting that we were able to set a nil increase because of a budget surplus of £379,000 for 2015/2016 which has not only supported our budget but also added initiatives to improve the environment such as improved street cleaning and grass cutting, community safety measures, improved street waste collection after events and reopening public toilets in Hamilton Gault Park following local representation £175,000 in total.
- 1.5 I am also proud to say that we have budgeted in our Housing Revenue Account for over £9,000,000 capital investment which includes £1,000,000 in new Social Housing. Major repairs adaptations to our existing housing stock will benefit by £7,500,000. This represents our

commitment to providing much needed housing and maintaining it into the future for the benefit of so many in our community.

- 1.6 I am sure all Members will agree that we should offer our thanks and appreciation to all of our Accounts Team for all their hard work and commitment in delivering balanced budgets for both Councils, Taunton Deane and West Somerset, simultaneously with all the work that entails. A huge effort has to go in to achieve this particularly as this was the first year it has happened so we thank you for the effort.

2. New Homes Bonus

- 2.1 New housing numbers based on the year April – March 2014 were 742. The Council has not had a figure topping 700 since 2000/2001 when 769 completions were recorded. The lowest recorded figure in the interim is for 2006/2007 when just 373 homes were completed. Our award for New Homes Bonus for last year therefore has surpassed all previous at £3,178,000. A credible achievement and showing confidence in our growth plans.
- 2.3 Of the £3,178,000 received £2,800,000, I am pleased to confirm, has been transferred to the Growth and Regeneration Reserve account to help facilitate some of the major growth and infrastructure projects that are so essential to growth locally and all part of our planning and investing for the future.

3. Swimming Pool

- 3.1 This is a major investment for Taunton Deane which is essential to replace the ageing St James Street Pool. I am pleased to report we are heading to contract signature this month with mobilization planned for as soon in March 2015 as possible.
- 3.2 This is a long awaited development that, with few exceptions, the community and particularly present users of the Blackbrook Leisure Centre, cannot wait to see up and running.

4. Firepool, Taunton

- 4.1 A briefing note has recently been circulated to all Members outlining progress on the Northern Inner Distributor Road with a projected opening date of November 2015.
- 4.2 Final negotiations delayed the Acorn Blue housing site but projections are for a start in the next month and the temporary road serving Priory Fields should be finished with by the end of June 2015.

- 4.3 On the old Livestock Market Site it is anticipated the St Modwen proposals for the site will be issued for public consultation in March 2015.
- 4.4 Planning consent has now been granted for 30 affordable homes for Knightstone Housing and 123 homes on the East Goods Yard for Crest Nicholson. Works are planned to commence on site imminently I understand.

5. The Market House, Taunton

- 5.1 Agreement to lease the ground floor and basement of The Market House to Wildwood has now been signed. They are estimating £1,000,000 of work to refurbish and fit out. Wildwood are estimating 35 jobs when up and running.
- 5.2 The move of the Tourist Information Centre (TIC) to The Market House has been agreed in principle along with funding but is subject to Full Council approval tonight. I am sure this will be an extremely beneficial move for the TIC and an appropriate use of a prominent wonderful old building.
- 5.3 For those of you that have not seen it, I commend to you the brief history of The Market House kindly written for us by Tom Mayberry and attached to the reports to both the Corporate Scrutiny Committee and the Executive. It is fascinating why it was built and how it was achieved.

6. Investment in Taunton Deane

- 6.1 Planning Consent has now been approved for the new LIDL site subject to legal agreements being entered into on two issues and then works on the former Taunton Youth and Community Centre site can commence.
- 6.2 This will trigger payment for the site and enable confirmation of funding to the COACH project which is the subject of a further planning application to cater for an amended design. This is under consideration at present.
- 6.3 Legal and General Investment have recently purchased the Crown Industrial Estate in Taunton from the Crown Estate. I believe this can only be good news to hopefully see this estate actively managed to secure occupation of sites that seem to have been vacant for decades.

- 6.4 A major investment company, Rockspring PIM LLP, have now purchased the Orchard Centre in Taunton and are assessing its potential. I certainly gain the impression this is a company that is in it for the long haul and will maximise its return by Centre investment and improvements which is to be welcomed. It is early days but we will be liaising for updates as they formulate plans. They did not give the impression they would be looking to extend to the rear having looked at the plans and viability assessments of previous designs. It was discussed that if the Library was vacated they would be interested in discussing future uses with us.
- 6.5 Westpark at Chelston, Wellington is letting commercial property almost as soon as built. The following is an up-to-date position statement:-

Currently under construction :

- Petrol Filling Station, due to open late March 2015;
- Block of 18 industrial units – of which 14 are reserved and strong interest in two more. Due to complete construction July 2015;
- Standalone new depot for Prolift, due to complete construction June 2015.

Soon to commence :

- Secure Hospital – BAM have erected hoarding, commencement of build imminent;
- New regional depot for a national road marking company – commencement March 2015;
- Sturgeon Fish Farm likely to be on site in April this year - construction value in excess of £3,500,000 plus fit out.

Other interest from existing occupiers needing more space and Somerset County Council for Scientific Services. This could result in another block of larger industrial units being constructed in May/June time.

Generally, interest is growing and one or two preliminary enquiries from companies linked with Hinkley have been received, though as the scheme is delayed no real commitment at this time.

7. Broadband

- 7.1 Connecting Devon and Somerset (CDS) are making great progress across Taunton Deane connecting and enabling the main settlements

but there is tremendous disquiet about the many “hard to reach” areas that think they will be forgotten and left behind in this digital age.

- 7.2 This must not happen, Taunton Deane has already committed £380,000 as match funding for a “Superfast Extension Programme” (SEP) that raises coverage from the CDS 90% to a minimum of 95% but they are hoping for more. The contract for these extension works should be let by May 2015 and installation is scheduled to be complete by the end of 2017. Ultimately we must aim for as near 100% coverage as possible as we recognise it is a vital service whether to homes or businesses.
- 7.3 I am advised that so far the take up on the Openreach network in Taunton is strong for Superfast Broadband. It is above national average and compares very favourably with cities across the UK.

8. A358 and Business Park

- 8.1 Funding of £275,000,000 for the A358 dualing was confirmed in the Autumn Statement, based on the economic benefit that it will create in terms of road safety, reduce air pollution in Henlade, reducing congestion, encouraging investment and creating up to 4,000 jobs in the proposed Business Park east of the M5 Motorway.
- 8.2 We have also just had announced a further £11,000,000 grant funding via the Local Enterprise Partnership Growth Fund for improvements to Junction 25 on the M5. This is essential for both the dualing of the A358 to pick up the realigned route of the A358 and provide access to the major Business Park planned. This is due to be planned and implemented by the end of 2017.
- 8.3 Concerns have been raised that the Business Park is not in the Site Allocations and Development Management Plan but this was planned so as not to hold up the plans across the Deane. Once the road access is resolved and finalised then a further site specific allocation plan will be published for full public consultation.
- 8.4 The dualing of the A358 and proposed Business Park is critical for Taunton Deane’s economic growth but equally important to the communities of Henlade and Ruishton. This, if they wish to see the traffic massively reduced from about 30,000 vehicles per day existing to about 3,000 per day and so reclaim the busiest road in Somerset, after the M5, as a village road.

9. Archie Project

- 9.1 Finally, congratulations to all involved with the Archie Project that aims to make Taunton Deane dementia-friendly by April 2015. It was an

honour to welcome Angela Rippon to the recent launch of the project that aims to bridge the generation gap through linking schools with older people.

- 9.2 I am pleased to say many businesses and public sector groups are signing up for the training that will make people far more aware of the condition that, sadly, affects so many people. This is a problem that will not go away and with an ageing population is likely to increase. I am proud therefore that our Council is taking a lead on such an important issue.

Councillor John Williams

Council Meeting – 24 February 2015

Report of Councillor Catherine Herbert – Sports, Parks and Leisure

1. Parks

- 1.1 Another successful 'Santa on the Run' in Vivary Park, Taunton took place in December with nearly 200 Santa's raising over £5,000 for the Childrens' Hospice South West. We look forward to visits from orienteers, charities, runners, Friends events and music. The Flower Show is booked into its normal August slot. It is great when our open spaces and parks are used by such a variety of users.
- 1.2 On this line I would again ask anyone with a connection to a youth group or school to encourage them to help grow our musical offering – they are welcome to use the bandstand for a concert. Just make contact with Debbie Arscott to arrange a date.

2. Community Leisure and Play

- 2.1 I am pleased to report that the monies from the underspend that were used for Parish Play Area Grants have been allocated and our grants will help the parishes draw in other funding to make a real improvement to their play facilities.
- 2.2 Work continues on the Playing Pitches and Allotments Strategy, Routes to the River Tone and provision and improvement of play through Section 106 monies. It was lovely to see the improvements at Farriers Green and I am sorry that work prevented me attending the opening as I understand the soup was excellent!

3. Tone Leisure (Taunton Deane) Limited Activities

- 3.1 Tone have been unable to supply a report on this occasion but I will ensure there is information for the next Full Council meeting.

Councillor Catherine Herbert

Council Meeting – 24 February 2015

Report of Councillor Jean Adkins – Housing Services

1. Deane Housing Development

1.1 We have now reached the point when the Phase 1 development sites at Bacon Drive, Taunton, Vale View, West Bagborough and Normandy Drive, Taunton are reaching completion and being handed over, with the first tenants getting their keys to a newly built Council House in this Borough for the first time in over 20 years.

1.2 Creechbarrow Road, Taunton

1.2.1 The contractors, Galliford Try, are holding an Open Day on site on 6 March 2015 as part of an initiative to encourage more young people to enter the construction industry.

1.2.2 Open Doors is a nationwide initiative aimed at increasing knowledge and understanding of the construction industry and the day will focus on options available, such as college courses and apprenticeships.

1.2.3 The students will be given the chance to meet the Galliford Try staff, guest speakers and industry professionals to ask questions and tour the site.

1.3 Weavers Arms, Rockwell Green, Wellington

1.3.1 Following a well-attended consultation event at the nearby Christian Centre, the design brief has been finalised for 26 homes on this site, with a mix of types including bungalows, family homes, one bedroom accommodation for those needing to downsize and a disability-adapted flat. This will now be the subject of a planning application and we are hoping to start work on site in the Autumn.

1.3.2 Demolition Notices have been issued and the decant process is under way, with tenants being offered the choice to return to a new home if they so wish.

1.4 Future development opportunities

1.4.1 Work is continuing to identify further sites for development. The planned contribution to the Social Housing Development Fund from the Housing Revenue Account in line with the 30 year Business Plan for 2015/2016 will be £1 million and we still have £13,500,000 borrowing headroom after allowing for the above schemes. This is a healthy position to fund further sites.

1.4.2 We hope to bring some of these forward soon. Local residents who will be affected will be consulted before any announcement is made.

2. Welfare Reform

2.1 The Welfare Reform Officer is providing a valuable service to tenants and we are therefore proposing to extend this post for another two years in light of the introduction of Universal Credit to Taunton Deane.

2.2 As at January 2015 there were 350 tenants affected by changes to benefits.

2.3 Also at that date 72 tenants have now downsized:-

- 2 Direct Match approved and completed;
- 46 Successful moves on Choice Based Lettings (CBL) completed;
- 0 Successful bids pending a move on CBL*;
- 0 Mutual Exchange's being processed *;
- 23 Mutual Exchanges Completed; and
- 1 Moved to private sector

* included for comparison with previous reports

2.4 85 Discretionary Housing Payments have so far been awarded for this financial year. Some tenants who were awarded Discretionary Housing Payments in the last year are not being successful in re-applying as they have not used the time frame of the previous award to improve their financial situation or move to smaller accommodation.

2.5 We continue to closely monitor rent arrears amongst affected tenants. At 1 January 2015, Welfare Reform Tenant Rent Arrears were £45,024.78 with 190 tenants in arrears. This is an increase which would be usual at this time of year and I would expect this to reduce towards year end.

3. Anti-Social Behaviour

3.1 In Quarter 3, 28 cases were closed. Of these, 22 were resolved, two were closed at the complainant's request, two required no action and one tenancy was terminated. The remaining case was unresolved but is no longer active.

3.2 Satisfaction with the service remains high at 95% - well above target.

4. Affordable Housing

4.1 I am pleased to report that the "pipeline" of affordable homes under construction or planned for both 2014/2015 and 2015/2016 is on course for our target of 200 per annum to be exceeded in both years.

- 4.2 This is not only welcome news for Taunton Deane in view of the provision of much-needed homes, but also should provide a boost to New Homes Bonus earned in these years. Our own Council House Building programme is, of course, contributing to these figures.

5. Pathways for Adults (P4A)

- 5.1 The Cabinet of Somerset County Council met to make their budget recommendations which had included a cut to funding for this project. Happily, a windfall of £600,000 from the Government has enabled them to withdraw this particular recommendation so that the contract can reach its end date of Spring 2016.
- 5.2 Taunton Deane will work with partners and providers, including the Taunton Association for the Homeless, to enable a sleeker service to be provided in future.

6. Deane Helpline – New Contract with Aster Property

- 6.1 I am very pleased to say that the Deane Helpline has been successful in winning this contract. In Richard Burge's own words:-

“Aster Property's Out of Hours Repairs service covers 27,000 properties and following an intensive tender and interview process we, despite being one of the smaller providers involved, managed to win their business with a combination of professional competence and dedication to providing a quality service and value for money. This will increase our income from the contract from £10,000 per annum to £40,000 per annum for the next five years.

There will be some costs involved in servicing the additional work.”

Congratulations!

Councillor Jean Adkins

Council Meeting – 24 February 2015

Report of Councillor Mrs Vivienne Stock-Williams - Corporate Resources

1. Corporate and Client Services

Corporate Services

- 1.1 The current key priority for Corporate Services is around ensuring the smooth implementation of the Tier 6 structure (which went live on 2 February 2015) and in recruiting to the remaining vacant posts in the new structure. Good progress is being made in respect of both.
- 1.2 Detailed below are specific updates in respect of each of the service areas within Corporate Services.

Corporate Strategy and Performance (Lead officer: Paul Harding)

- 1.3 This area incorporates the management of the strategy and performance functions for both Councils and includes functions in relation to the management of audit actions, complaints, Local Government Ombudsman, Freedom of Information (FOI) and Data Protection. Monthly meetings continue to be held with officers from the Southwest Audit Partnership (SWAP) in order to track progress against the delivery of the Audit Plan and an update report will be presented to the March 2015 Corporate Governance Committee.
- 1.4 We are currently in the process of drafting the Quarter 3 Corporate Performance Report, which will be going through the February/March Corporate Scrutiny Committee and Executive reporting cycle. The performance measures indicate that we continue to make good progress in relation to the majority of our corporate objectives. Any areas of concern have been reviewed by the Leadership Team and remedial actions identified and agreed.
- 1.5 Work continues in conjunction with the Assistant Directors to complete Service Plans for 2015/2016. In due course these will be shared with the relevant Portfolio Holders.
- 1.6 We are also in the process of preparing the annual customer satisfaction survey, which will be issued with Council Tax bills in March. The results of the survey will be made available in June 2015.

Facilities Management and Customer Services (Lead officer: Angela Hill)

- 1.7 The key priority for the team in January and February has been around the set-up of the new Corporate Business Support function. This is a

new team formed as part of the tier 6 restructure. The team provides support to The Deane House-based Operations Directorate services, as well as providing some specialist functions to all services such as audio word processing.

Human Resources (HR) and Organisation Development (OD) (Lead officer: Fiona Wills)

- 1.8 The HR and OD service continues to play a key role in supporting managers with the implementation of the tier 6 restructure.
- 1.9 The team continues to monitor absence rates closely and is working with managers to manage individual cases. Current predictions suggest that we will come in below target (8.2 days) for the average number of sickness absence days per employee at the end of the financial year.
- 1.10 We have recently contracted, via the Procurement Service, with a new temporary staffing supplier, Matrix. This new contract should provide a slight cost reduction and access to a wider pool of staff resource.

ICT and Information Management (Lead officer: Fiona Kirkham)

- 1.11 This area incorporates the retained ICT functions for Taunton Deane, the management of the West Somerset Council ICT service, information management for both Councils, design and print for Taunton Deane and website content development.
- 1.12 The team is currently in the process of rolling out 'guest' WIFI access at The Deane House. We are also working closely with Southwest One to ensure improvements are made to the breadth and speed of our Broadband connection. These improvements are scheduled for April 2015.
- 1.13 Work is progressing in relation to providing the 'Access to Applications (thin client)' functionality to all staff. This will shortly be rolled out and will enable staff working on either the Taunton Deane or West Somerset networks to access all the systems they need.

Southwest One Clienting (Lead officer: Adrian Gladstone-Smith)

- 1.14 We are continuing to closely monitor the delivery of the remaining elements of the Southwest One contract and to progress concerns in the ICT services both in relation to capacity to deliver projects and delays in the pricing of additional work.
- 1.15 The Avon and Somerset Police have recently announced their intention to look at forming a strategic partnership with Wiltshire Police. This project is in its early stages and any implications for the Southwest One contract are as yet unknown. However, we are continuing to work closely with the Police and the other partners and will update on any potential implications once identified.

- 1.16 The work on succession planning for contract end in November 2017 is continuing and we intend to report to Members in more detail regarding the options in the coming months.

Transformation and the JMASS Project (Lead officer: Kim Batchelor)

- 1.17 The first phase of the project is now largely complete. Consequently we are in the process of drafting a 'closedown' report, which will provide a detailed assessment of progress in respect of the key objectives and savings.
- 1.18 Work is continuing in relation to progressing the Legal Services and Building Control partnerships and the Terms and Conditions review.
- 1.19 The next key phase of the project is the Transformation Programme and we are continuing to work with Members, other Authorities and the Local Government Association to identify the key objectives for the programme.

2. Corporate Health and Safety

Training

- 2.1 Training for dealing with Discarded Needles and Sharps was delivered to 106 staff across the Council on Wednesday 14 January 2015. Due to the high demand, further sessions will be arranged later in the year.

Health Surveillance

- 2.2 During November and December 2014, the first stage of surveillance Hand Arm Vibration and Skin Diseases Sessions were delivered to 153 employees from the Deane DLO and Crematorium. The health surveillance sessions also included a health and safety update on dynamic risk assessment and accident and near miss reporting and have led to increased accident reporting.

Hearing Tests

- 2.3 Hearing tests are currently being carried out by Devon County Occupational Health services for Deane DLO workers exposed to high noise levels (e.g. Open Spaces employees using hedge cutting equipment, leaf blowers etc. and Building Services employees using equipment such as drills and breakers).

3. Customer Contact Centre

Performance indicators

- 3.1 The service has continued to perform exceptionally well in line with its contractual performance indicators, with no failures since the last update and consistently exceeding targets.
- 3.2 During the last quarter, 98% of contacts were resolved at first point of contact and 96% of external customers have rated the service they received to be good or very good.
- 3.3 No complaints have been received during the year 2014-2015.

New Telephony Technology

- 3.4 The implementation of the new Siemens OpenScape Contact Centre remains extremely positive news with no interruptions to service experienced. This is important because one of the primary drivers for implementing a new contact centre system was to reduce the amount of operational downtime, which was regularly a problem with the old MacFarlane system.
- 3.5 Whilst we have still not implemented the new automated attendant, automated payments are proving a popular channel for our customers. Over 50% of callers wanting to make a payment to Taunton Deane now choose to use the automated system.

Twitter

- 3.6 Customer Contact continues to support the Council's corporate Twitter account by reacting to inbound Tweets and working closely with colleagues in Communications regarding outbound Tweets. The service is looking to develop its social media strategies over the coming year in order to maximise the functionality available since implementing the new contact centre solution in 2013/2014.

Operating Level Agreements (OLAs)

- 3.7 The Customer Contact Centre has provided information to the Council on its current programme of work with Somerset County Council regarding the OLA refresh. OLAs are the non-contractual agreements in place with service lines in both Authorities which provide the forum for discussion and development. We hope to initiate a refresh for Taunton Deane during the coming months.

Service Restructure

- 3.8 The Customer Contact Centre's internal restructure is progressing in line with the original time-scale set out in the proposals. Phase 2 is now complete and Phase 3 is on track for completion at the beginning of March 2015.
- 3.9 As a result of this restructure, business support staff will be able to focus on business optimisation by concentrating on projects. Advisors will be given additional training, so that a more resilient tiered structure

is in place, with greater opportunity for multi-skilling and taking on complex, specialist roles.

South West One Team Award

- 3.10 The service was successful in winning the “Business as Usual” award at this year’s Southwest One annual team awards for the staff’s superb efforts in maintaining service quality during the adverse weather conditions in 2014. My congratulations go to the Contact Centre Team for this well-deserved recognition of their commitment and determination to give all possible support to our residents during this critical time.

4. Health and Wellbeing

Test and Learn Project

- 4.1 The Assistant Director (Simon Lewis) sits on the GP Federation Local Implementation Group for Taunton Deane. They are developing a “Test and Learn” project so that more joined up and intensive support can be provided to frail elderly residents and those with three or more long-term conditions. This will enable a co-ordinated service to be developed, which will also consider whether any changes within the home (or to a more appropriate home) can make a positive difference.

Archie Launch

- 4.2 The Housing and Community Project Team have been working with the Senior Supported Housing Officer, Community Development Officers and Reminiscence Learning towards developing eight further Archie projects in Taunton Deane. This scheme has been piloted in Wellington during the past year.
- 4.3 This award winning, inter-generational dementia project was launched on Thursday, 5 February 2015, at Somerset County Cricket Ground by broadcaster and journalist Angela Rippon. Nearly 100 guests attended, including representatives from some of the eight additional communities that will be taking part in this project. Schools, sheltered housing, care homes and local communities will be involved.
- 4.4 Encouraging links were made between organisations in both the health and business sectors who would like to take up this unique opportunity to support their staff - either by having dementia awareness training or becoming dementia friends. Cards were given out to all guests inviting them to commit to take some action in response to what they saw and heard – several were handed in with commitments and offers to get more involved.

- 4.5 There was a great reception for Angela Rippon, who spoke from the heart and mingled with guests of all ages, signing dozens of balloons for the choir. Both the singing and talks given by pupils from Wellesley Park School were enthusiastically received.
- 4.6 Projects have now started in:-
- Halcon – Halcon Primary School + Moorland Place Sheltered Housing and Lavender Court.
 - Bishops Lydeard – Bishop Lydeard Cof E School + Darby Way and Greenway Sheltered Housing, and Dunkirk Memorial House.
 - North Taunton – Wellsprings School + Hope Corner, Broomfield House, Treborough and Cedar Lodge.
 - Wiveliscombe – Wiveliscombe Primary School + Plain Pond and Pulsford Lodge.

Voluntary and Community Sector Grants

- 4.7 The Housing and Community Project Team have been busy assessing project applications from 47 community and voluntary sector organisations. These are scored against a range of criteria, including our health and wellbeing actions in Taunton Deane.

Deane Helpline

- 4.8 During Quarter 4 2014, a total of 106,884 in- and out-going calls were handled by Control Centre operators at Kilkenny. 30,811 of these calls related to residents in Taunton Deane. 1,309 ambulances were called and help obtained for 704 fallers.
- 4.9 During the last quarter of 2014, the Emergency Response Team attended 518 calls with an average response time of 20 minutes
- 4.10 During the same quarter, the Lifeline Team installed 53 emergency lifelines (up to 6 weeks) in partnership with Adult Social Services. This home equipment is used to help prevent and defer admission or enable early discharge from Hospital.
- 4.11 Three Lifeline and Emergency Response Officers have obtained re-qualification in First Aid. All officers have received manual handling training.
- 4.12 Working in partnership with the Devon and Somerset Fire and Rescue Service (DSFRS), training in Trigger Point Awareness has been given to all officers to enable the team to identify fire risks in the homes of vulnerable/high risks residents and to refer individuals for a Home Safety Visit from DSFRS.

- 4.13 The Defibrillator is now in operation and the Emergency Response and Lifeline Teams have all been trained in its use. This equipment is kept in the Deane Helpline Response Vehicle.
- 4.14 Deane Helpline staff generously donated food and toiletries throughout January, collecting for the Trussel Trust. The Trust is involved in community projects tackling poverty and exclusion and the fast growing food bank networks. A large box of goodies was delivered to the Trust, which will help give people some emergency food in a crisis. Staff are hoping to continue supporting the Trust throughout 2015.

Supported Housing - Surviving Winter Project

- 4.15 Grants of £125 will be paid to 80 tenants in sheltered housing to help towards their fuel costs. This project has been funded through Somerset Community Foundation (£5,000) and matched by the Council. The first £2,000 from Somerset Community Foundation has been allocated and an additional £3,000 has been requested.

5. Legal, Democratic and Electoral Services

Legal Shared Services Business Case

- 5.1 Since the last Full Council meeting, the proposal to establish an initial shared legal service between Taunton Deane, Mendip and West Somerset Councils has been considered further at a special meeting of the Corporate Scrutiny Committee held in January 2015. It was recommended that the Executive support the draft Business Case, subject to the Council having the right to determine the inter-authority agreement upon serving six months' notice on 30 March 2018. This recommendation was duly endorsed at the meeting of the Executive held on 14 January 2015. The Cabinets of West Somerset and Mendip District Councils also recommended the adoption of the draft Business Case.
- 5.2 The proposal is the subject of a separate item on the agenda to consider endorsing the draft Business Case and approving the associated inter-authority agreement. If approved, the intention is to implement the new arrangements with effect from 1 April 2015.

In-house Legal Team

- 5.3 A new legal locum has been engaged for three days a week over an 18 month period, with effect from 28 January 2015, to provide additional legal capacity to support key corporate projects.

Joint Independent Remuneration Panel

5.4 As part of preparations for making recommendations back to the Council, all Councillors were sent a survey questionnaire in December in regard to the Members' Allowances Scheme. The outcome from responses received was considered at the meeting of the Joint Remuneration Panel held on 22 January 2015. The Council will be receiving a report at its next meeting from the Joint Remuneration Panel which will cover:-

- Process/timescale for reviewing the scheme and making recommendations;
- Principles behind/method of calculation of Basic Allowance;
- Recommended list of approved duties; and
- Indication of special responsibility allowance scheme principles.

Electoral Services

5.5 Work is continuing to check where voters have not been confirmed through the Individual Electoral Registration process at the first attempt to ensure that the Electoral Register will be as accurate as possible in time for the May Elections. This process includes letters being sent to each household stating who is on the Register published in December 2014 and thereby acting as a further prompt for people to check that this information is accurate.

5.6 Detailed planning is also well underway for holding the elections on 7 May 2015. This has involved booking Polling Stations and starting the process for appointing staff to cover polling day, the Verification and Count.

5.7 The Verification and Parliamentary Election Count will begin at 10pm on Thursday 7 May at Wellsprings Leisure Centre, Taunton (the venue has been changed due to continuing refurbishment works at the Blackbrook Leisure Centre) and is likely to not be finished until the early hours of the morning. In view of this, the Borough and Parish Counts will take place at the same venue commencing on the afternoon of Friday, 8 May. Full details will be made available nearer the time.

Democratic Services

5.7 As part of the Tier 6 restructuring process, the new Democratic Services Team structure was implemented with effect from 2 February 2015. All the new posts have been filled with the exception of the Democratic Services Coordinator role, which is currently the subject of an external recruitment process. It is intended that this position will be filled by the end of March 2015 or as soon as possible thereafter.

- 5.8 The Mayor had a typically busy Christmas period attending many festive events. The highlight was probably the very well attended “Carols in the Park”.
- 5.9 Finally, the much anticipated installation of the new microphone system in the JMR was undertaken at the end of January 2015.

6. Resources

Procurement

- 6.1 The team continues to monitor the delivery of the Procurement Transformation Project and day-to-day procurement service by Southwest One. Latest information, as at December 2014, reports that £2,293,000 savings have been delivered to the Council through the signed-off procurement related initiatives. A further £1,123,000 of savings are scheduled to be delivered from these signed-off initiatives during the remainder of the Southwest One contract.
- 6.2 The Strategic Procurement Service continues to review the ‘pipeline’ of further possible initiatives for Taunton Deane to provide a clearer forecast of likely savings at the end of the current Southwest One contract in 2017. The current best estimate is that a total of £4,990,000 savings could be delivered.

Finance

- 6.3 The Finance Service has been busy pulling together the budget for 2015/2016. This is always a big ‘project’ in itself, and has been particularly challenging this year as the service has worked through the costing implications of service restructuring through the JMASS project, and at the same time completed the implementation of the new shared service structure within Finance itself which took effect on 1 December 2014.
- 6.4 In terms of the budget, this has now been through the Corporate Scrutiny Committee in January and the Executive meeting earlier this month. The proposed budget is included on the agenda for this evening’s Council meeting.
- 6.5 Alongside the preparation of next year’s budget, the service has been supporting managers to pull together the latest forecasts for the current financial year. Again, this has been particularly challenging as the team and managers carefully work through the impact of restructuring within our financial systems and reports. The team is, however, on track and reports will be presented to the Corporate Scrutiny Committee in February and Executive in March.

- 6.6 The service is now accelerating its preparations for the financial year end, which is another significant programme of work. Staff will be working through this for the first time as a shared service and preparing the annual accounts for two Councils within the One Team. An exciting challenge!
- 6.7 There has been a recent update to the Accounts and Audit Regulations, which has indicated that the timetable for preparing the year end accounts will be shortened in future. Currently, the Council has to prepare and approve its accounts by 30 June each year, but from 2017/2018 onwards this deadline will be brought forward to 31 May. We will start to prepare for this change now, identifying ways to stream-line processes and bring forward the timing of critical tasks to ensure we can meet this challenging target.

7. Revenues and Benefits

Projects with Department of Works and Pensions (DWP)

- 7.1 The Revenues and Benefits Service is currently engaged in a number of DWP-led projects.
- 7.2 We are preparing for the roll out of Universal Credit in our area with a “go-live” date of 20 April 2015. Meetings are on-going with DWP officers and we expect to provide a Member briefing in March on progress to date and the implications of Universal Credit for our customers and on this Authority.
- 7.3 The Government launched the Fraud and Error Reduction Incentive Scheme (FERIS) in November 2014. This offers potential funding for local authorities that meet thresholds in tackling Fraud and Error in Housing Benefit. FERIS aims to encourage us to find as many changes of circumstance as possible to reduce Housing Benefit. In Taunton Deane, if we can reduce weekly Housing Benefit by £90,000 (in comparison with spend in the equivalent period in the previous year), we will receive £18,000 in funding for 2014/2015 and £51,000 in 2015/2016. Officers are introducing enhanced checking and monitoring for cases likely to result in high-value reductions in our attempts to meet the thresholds.
- 7.4 The Single Fraud Investigation Service (SFIS) will investigate and prosecute Social Security Welfare Benefits and Tax Credit fraud across Local Authorities, Her Majesty’s Revenues and Customs and DWP. We are working closely with the DWP’s SFIS Implementation Team to ensure a smooth handover of on-going investigations by 1 June 2015. Taunton Deane staff mainly working on investigating Housing Benefit fraud are expected to transfer to SFIS on the same date.

- 7.5 In 2014/2015, the Council received £78,866 in funding from the Department of Communities and Local Government in line with the New Burdens Doctrine to meet the unavoidable additional costs in designing and administering a local Council Tax Support (CTS) scheme. We have been informed that funding for 2015/2016 will reduce by 71% to £23,119. This cut in funding comes in addition to a further reduction of approximately 10% (£65,233) to the administration subsidy provided for Housing Benefit and CTS.
- 7.6 Revised Discretionary Housing Payment and Discretionary Reduction in Council Tax Liability policies were considered by the Community Scrutiny Committee on 3 February 2015 and will now progress for further consideration by the Executive. The contribution provided by the DWP for Discretionary Housing Payments has reduced from £132,559 in 2014/2015 to £117,872 in 2015/2016 - a cut of 11%.
- 7.7 Finally, on 29 January 2015 officers from Taunton Deane's Revenues and Benefits Service attended a breakfast event where the Mayor presented all staff with certificates to recognise excellent performance and celebrate achievements in 2014. This was extremely well received, with staff having the opportunity to engage directly with the Mayor, the Executive and Shadow Portfolio Holders for Resources and senior management. The event was a great boost to morale in the Revenues and Benefits Service at a particularly busy time, as the service embarks on the significant work required for annual billing and benefits uprating.

Councillor Vivienne Stock-Williams

Council Meeting – 24 February 2015

Report of Councillor Mark Edwards - Planning, Transportation and Communications

1. Monkton Heathfield Governance Board

1.1 On 22 January 2015, the Department of Communities and Local Government (DCLG) confirmed that they had made available up to £400,673 to Taunton Deane Borough Council through the Large Sites Infrastructure Programme Capacity Fund.

1.2 The headline profile of this funding is as follows:-

	2014/15	2015/16
Resource	£160,173	£240,500

1.3 Funding will be made available on the basis that it is intended to support the delivery of the Monkton Heathfield Urban Extension development. Payment will be provided as an annual Section 31 un-ring fenced grant to the Council.

1.4 DCLG stated that they expect the next payment for £240,500 to be made early in the 2015/2016 financial year subject to HM Treasury approval. This funding may be dependent on reassurance from the Homes and Community Agency (HCA) that satisfactory progress is being made against appropriate delivery milestones, to be agreed with the HCA Local Team. As it is an un-ring fenced grant Full Council approval is required to spend the award in the way set out in the bid. A report seeking this approval can therefore be found elsewhere on this agenda.

1.5 This is excellent news and as one of only 37 awards nationally, demonstrates the importance with which Central Government sees the delivery of housing growth and the important role that Monkton Heathfield plays in this both locally and regionally and now also has a profile nationally.

1.6 The award will enable the Council to set up a dedicated Delivery Team that will ensure that we are able to be proactive and delivery focused in our interaction with the developers going forward.

2. Comeytrowe Urban Extension

- 2.1 The formal planning application has now been received by the Local Planning Authority for the south-west Taunton Urban Extension. This is proposed under Policy SS7 of the adopted Taunton Deane Core Strategy and detailed in the now published 'Site Allocations and Development Management Plan' under Policy TAU1: Comeytrowe / Trull.
- 2.2 The policy aim is to deliver a new sustainable neighbourhood of up to 2,000 new homes over the plan period up to 2028, with 25% of the new dwellings being affordable units, and also including a new mixed use local centre, a minimum of five hectares of serviced employment land (comprising Class B1b and c, B2 and B8 uses), green space (including allotments, children's play, playing fields and amenity space), a new 'green wedge' extending through the site on either side of the Galmington Stream, and land reserved for a primary school with pre-school facilities.
- 2.3 The application is submitted in outline, but seeks approval to the means of access with layout, scale, appearance and landscaping all being reserved for future consideration. The proposal is EIA development as defined by the Town and Country Planning (Environmental Impact Assessment) Regulations 2011, and therefore a full Environmental Statement has been submitted as part of the submission. In addition to the requirements of planning policy (as detailed above), the submission also includes a link road connecting the A38 and Honiton Road with new access points at each end.
- 2.4 The applicants are a consortium of Taylor Wimpey UK, Bovis Homes Limited, Summerfield Developments (SW) and MacTaggart and Mickel Limited. The public consultation period will run until 16 February 2015. The processing of this application is going to take a lot of work and a Planning Committee date will be set in due course.
- 2.5 I continue to have a great deal of concern over the lack of formal 'Master Planning' for this application. This was constantly encouraged by the Planning Policy Team and myself but sadly was not engaged with as in other development plans. It was a condition of the broad location status given to this allocation and it is disappointing how the consortium have engaged throughout the process. The specific and numerous concerns I have over the detail of this application I will formally be submitting and it would of course not be appropriate to comment on as part of my report.
- 2.6 It does however need to be recognised that the abolition of the Regional Spatial Strategy after the introduction of the Localism Act allowed me to implement a complete review of the draft Core Strategy which was being proposed by the previous administration whereby the minimum of 3,000 houses but up to 8,000 was halted and a maximum of 2,000 was agreed.

3. Joint Management and Shared Services (JMASS) Project

3.1 The Development Management Team for both West Somerset and Taunton Deane is now in place. The team is split into two separate areas, North and South.

3.2 The North Area covers West Somerset and the Taunton Deane parishes of Chipstable, Wiveliscombe, Bathealton, Milverton, Fitzhead, Tolland, Lydeard St Lawrence, Halse, Ash Priors, Combe Florey, West Bagborough, Bishops Lydeard, Cotford St Luke, Oake, Norton Fitzwarren, Bishops Hull, Staplegrove and Kingston St Mary. This area is managed by Bryn Kitching (Area Planning Manager) with support from John Burton (Principal Planning Officer)

3.3 The South Area covers the remainder of Taunton Deane and is managed by Matthew Bale (Area Planning Manager) with support from Gareth Clifford (Principal Planning Officer).

3.4 Within the team that covers both areas are:-

Planning Officers – Darren Addicott, Susan Keal, Frances Wadsley (PT), Karen Walker (PT) and Russell Williams,

Enforcement Officers – Ann Dunford and Peter Lean

Conservation Officers – Nigel Pratt and Elizabeth Peeks (PT)

Tree Officer – David Galley

Landscape/Biodiversity Officer – Barbara Collier

3.5 The Development Management Team is supported by three Planning Support Officers, Philomena Hogg, Briony Martin and Sarah Melhuish as well as the Business Support Team for Growth and Development, led by Julie Harcombe.

4. Car Parks

Flower Show Parking

4.1 I was made aware that there was an issue with Car Parking for the Flower Show and I was concerned this would have a detrimental impact on the event. Unfortunately Richard Huish College had indicated that they would not be able to give access to the land at Ash Meadows in 2015 and the Flower Show were going to have to find alternatives.

4.2 I contacted the Chairman to better understand the issues and as a result then arranged to meet with the Vice Principal of the College and

was delighted that we were able to come to a positive outcome and in future I believe we can continue this constructive dialogue.

- 4.3 The Flower Show are looking at alternative Parking as well but I believe that we will be able to sustain the parking for the Flower Show in the long term and secure its continuing commitment to being at the heart of our County Town.

Orchard Car Park, Taunton

- 4.4 Work has commenced on the refurbishment of the stairways and lobbies of the Orchard Car Park. The work specification will mirror that of the stairways and lobbies under the control of the Orchard Shopping Centre and will include deep cleaning of the lifts.
- 4.5 New security gates and a barrier at the bottom of the entrance ramp are currently being installed and white lining has taken place on all levels of the car park in the form of directional arrows.

Ongoing Projects

- 4.6 Currently there are two other Projects involving Taunton's Car Parks which I have been progressing:-
- Signage Review (including VMS) – Work has commenced with Somerset County Council (SCC). I have been pursuing this project for sometime and am determined to deliver now we have a clear idea of the infrastructure being delivered; and
 - 'Pay at Exit' at four major car parks – Linked to the Signage Review with careful consideration being given to vehicle recognition technology systems.
- 4.7 Although these are all major projects in their own rights we are working across project teams to synchronize resources/knowledge to deliver coherent results.

Priory Bridge Car Park

- 4.8 The closure of the public car park was announced in August 2014 in preparation for development of the site and was put in place on the 9 February 2015. A start on site was delayed due to final agreement on the contract.
- 4.9 Residents and permit holders are still able to use the access road to their properties. Permits bays will remain and will be enforced. The access road will remain open until the end of June 2015 whilst the Northern Inner Distributor Road is being constructed – at the request of SCC.

- 4.10 Notices are up at Priory Bridge Road to advise drivers of the Kilkenny Car Park nearby.

Premier Parking Solutions

- 4.11 I have asked for a review of the Premier Parking Solutions agreement at Firepool, Taunton. It has, to date, proved to have been incredibly unsuccessful with an income to this authority, at my last point of checking of only £76. The cost in officer time and to the company has been excessive and is questionable in its viability for both parties and I have asked for a report to outline the costs and continuing consequences.
- 4.12 This was agreed against officer advice and I was never agreeable, but had to progress. This was not carefully considered on a commercial basis and the Council should carefully consider the implications of forcing through projects where it was clear from our professional staff there were a number of doubts over its viability. I believe it may have cost this Council a great deal of money in officer time and critically lost revenue due to the partial use agreements we already had, where we now would have to share revenue.

Shopmobility

- 4.13 Work is continuing with PLUSS and Compass Disability Services to enable a smooth transaction of service providers on the 1 April 2015. Publicity action plans are in place to ensure the Public are aware of the continuation of this service.

Phone and Pay

- 4,14 Work is also continuing to ensure that the change from “Ringo” to “Phone and Pay” will also be a smooth transaction. Again the publicity of the change in service provider is in place which neatly leads me to communications.

5. Communications

- 5.1 The start of the new calendar year brought the annual budget briefings for the media that were well attended and supported by the Leader and senior officers.
- 5.2 Matters financial have been well to the fore with Government announcements on the dualing of the A358 plus the Growth Deal, attracting media interest. On both issues Taunton Deane communications worked with SCC communications to ensure “joined-up” messages.
- 5.3 Preparations are under way for the General Election with Taunton Deane hosting visits from national broadcasting crews planning to cover the Count and declaration on 7-8 May 2015.

- 5.4 Internally, the One Team Newsletter continues to be well received. The team is keen to involve elected Members and have started to run a series of Ward Profiles in both Council areas – please do get in touch with communications if you would like to contribute.
- 5.5 We continue to receive valuable support from the Local Government Association on internal communications and are most grateful for their help and advice.
- 5.6 Social media – our twitter account – continues to build followers, currently around 1,200. More members of staff are now helping to produce useful and interesting issues to highlight from deer in Vivary Park to Environmental Health advice.

Councillor Mark Edwards

Council Meeting - 24 February 2015

Report of Councillor Mrs Jane Warmington - Portfolio Holder Community Leadership

1. Taunton Deane Strategic Partnership

- 1.1 Silver Group governance for the Halcon One Team has combined with the local strategic Taunton Deane Partnership, now that One Team working has extended to two further areas in North Taunton and Wellington.
- 1.2 The membership of both is similar and the new partnership will be known as the Taunton Deane Strategic Partnership (TDSP). There are new (draft) Terms of Reference to cover the wider remit which is still predominantly concerned with the Priority Areas.
- 1.3 The Priority Areas Strategy, informed by the three Area Benchmarking Reports, remains the overview for these areas. Communities have strengthened but the historic issues underlying deprivation have remained. It is through the One Team Model that these are now being addressed, coordinating existing multi-agency frontline staff, using a problem-solving approach to bring about lasting change.
- 1.4 In rural areas with scattered communities, the problem-solving approach, signposting and supporting those in need, is being successfully undertaken by Village Agents who each serve a cluster of rural parishes. This sensible and pragmatic approach is the initiative of the Community Council for Somerset who hope to have complete coverage of Taunton Deane (and County) in the future.
- 1.5 The Strategic Vision for the Borough is that residents lives will improve in our Priority Areas; that our Priority Areas will look and feel better; and, in the future, place a relatively small demand on public services; that these services will be delivered in urban areas through integrated local multiagency teams and by village agents in the rural parishes; that the two urban Priority Areas will be served by excellent local educational and health provisions available to all in order to build resilience and raise aspirations to sustain individuals, families and communities into the future.

2. New One Teams

- 2.1 Widening One Team working has been made possible through the successful bid to the Home Office for the extra resources needed to establish and operate two more One Teams in North Taunton and Wellington.
- 2.2 Both new Coordinators have now started - Angela Bolitho in North Taunton (from Avon and Somerset Police Support Staff) and Paul Chamberlain in Wellington (from Devon and Somerset Fire and Rescue Service).

- 2.3 Three new Administrative Officers are also now in place - Emma Tyson in Halcon, Kerry Stone in North Taunton and Chris Haynes in Wellington. Julie McWilliam is the Community Mapping Analyst shared across the three areas and comes from Avon and Somerset Police. We would like to welcome them all and welcome back Police Sergeant Andy Murphy who has now returned part-time to Halcon before coming back full time.
- 2.4 The different Taunton Deane Housing Service arrangements are now all in place, and follow an area based model of multi-disciplinary staff, who are part of the three One Teams. The newly appointed Area Community Managers - Cyndy Simpson in North Taunton, Charlie Mosse in Wellington and Liam Canham in Halcon will work closely with the Coordinators. We would like to welcome them and also Martha Dudman to the Wellington One Team, our Community Development Officer back after her maternity leave.
- 2.5 Working as One Team of largely public sector agencies dealing with sensitive problems some people have, means meetings and their subject matter are strictly confidential and information is only shared amongst professional front line staff, most of whom are already working with residents in the area. Local Councillors are welcome to attend and will be asked to sign a confidentiality form. Other visitors are by prior arrangement with the relevant Coordinator please.
- 2.6 Establishing One Team working in Halcon has been challenging and not without its problems. The data sharing protocols took months (this is about thinking and doing things differently). There was some understandable nervousness within the team initially and uneasiness amongst managers about their staff being coordinated by someone else. It has taken quiet determination, patience and hard work by staff and a few others to prove itself and reassure those who were doubtful. There are still other challenges ahead.
- 2.7 In Halcon there are a lack of local facilities to support long term change which thankfully are already in place in North Taunton and Wellington. Discussions with partners are progressing to plan a holistic approach to Education (both children and grown-ups) together with Health and Social Care to serve this community efficiently into the future.
- 2.8 In Wellington, local leaders expressed an interest in a One Team approach to build on their well-established Core Group. It is seen as the next logical step to better service provision to start to tackle some concerns including a rise in crime and anti-social behaviour, despite Wellington having an historically much lower demand on services than either Halcon or North Taunton. The Our Place initiative is progressing well, strengthening and coordinating community activities in Wellington.

3. New Psychoactive Substances (Legal Highs)

- 3.1 The Police had successfully closed one of the two shops which sold Legal Highs in Taunton for three months using the new Anti-Social Behaviour Legislation. The shop has remained closed during an appeal by the owner against this decision which was heard a week ago and dismissed by the Courts. The other shop had stopped selling Legal Highs when its sister shop was closed in Exeter in October by the same means, the first in the country to do so.

- 3.2 Our thanks go to the South West Action Group who were at the Courts supporting the continued closure and Avon and Somerset Police for gathering evidence to achieve this. The Closure Order may be extended. There has been a noticeable reduction in anti-social behaviour and littering in the immediate locality and beyond.

4. Town Centre Wardens

- 4.1 The Taunton Town Centre Wardens Pilot throughout December was welcomed and was well received by the public. They were visible, helpful, professional and provided additional support during shopping hours around the town at the busiest time of year including picking up litter and drug paraphernalia. A fuller report is expected soon from the Community Safety Lead.

5. Children's Centres

- 5.1 The Portfolio Holder is spending time every other week with the management of the Children's Centres to establish a simpler, clearer, but comprehensive self-evaluation to enable better challenge and support from their new Area Advisory Board to ensure families most in need are reached.
- 5.2 The new Board will be proactive with a core of active members including the Chairman, two Vice-Chairman and four Area Leads linked to the Early Help Officers who manage the Family Support Workers across six centres. These Board members will shadow staff so as to be better informed, meet regularly together outside Board meetings to discuss progress, question and suggest improvements. Unresolved difficulties will be put to Senior Leads.
- 5.3 Children's Centres are highly valued, not yet reaching all those who need them the most, effective when they do, but weighed down with overly complex reporting which is unclear, and fails to capture improvements in parenting which have a significant bearing on a child's progress and should be attributed to it. The Board intends to work alongside staff to address these over the coming months and beyond. The Portfolio Holder is one of the two Vice Chairmen.

Councillor Jane Warmington

Council Meeting – 24 February 2015

Report of Councillor Norman Cavill - Economic Development, Asset Management, Arts and Tourism

(1) Business Support

1.1 The Taunton Business Initiative was concluded in December, with a very successful evening being held at The Castle Hotel with over 80 businesses attending. The winner of the category for businesses with a turnover of less than £100,000 was Boot Up PC, who are located in Victoria House in Taunton, and the winner of the larger category was MasterGen from West Bagborough.

1.2 New Business Grants

1.2.1 Awards from the December round went to the following businesses:-

- Cathy Keen and Jeanette Hull, trading as 14 & Sixpence (Wedding shop in Taunton): £140;
- Ken Rowe (Transport business): £500; and
- Caroline Taysom, trading as Rosie's Larder, Wellington: £500.

To date this year, 22 start-up businesses have been offered support, drawing upon £10,065. The next application deadline for the grant is the end of February 2015

1.3 A Local Shopping guide for Wellington and Wiveliscombe Town Centres were produced in November 2014, which has been well received by the towns. A guide to independent shops in Taunton has been commissioned from a local business, and will be researched and produced over the next few months.

1.4 An Employers' Briefing breakfast, in partnership with Job Centre Plus, has been arranged at Somerset County Cricket Ground on the 25 February 2015. It will run from 8.30-10.30am. Speakers are lined up to discuss Social Media, The GAIN Programme and Apprenticeships and opportunities that will be presented through Hinkley Point C.

1.5 Ten Parishes Industrial Survey

1.5.1 The Council provided financial support to the Wiveliscombe and Area 10 Parishes Business Group to carry out a survey of industrial business in the area. The results of the survey have now been received, highlighting some interesting issues facing the business community. The Economic Development Team will meet with the group to discuss the findings and agree a strategy for the way forward.

1.6 Support for larger businesses

- 1.6.1 The Economic Development Team has a continuing programme of liaison and support for larger businesses in Taunton Deane, offering assistance to achieve their investment aims. Members will appreciate that many of those discussions are of a commercially confidential nature, but any businesses that require assistance to relocate or expand within Taunton Deane is encouraged to speak to the team.
- 1.6.2 The financial support available to larger manufacturers has recently been enhanced through the launch of the Unlocking Business Investment Grant Scheme to businesses across Devon and Somerset. The scheme offers grants between £25,000 and £500,000 to businesses that are directly creating new jobs through ready-to-go capital projects.

(2) Support for Inward Investors

- 2.1 The team has recently produced a new guide to Employment Sites in Taunton Deane, which will be of use to inward investors as well as local businesses. Copies of the flyer will be circulated prior to the meeting.
- 2.2 Taunton is currently witnessing a surge in interest in new restaurants looking to open. Officers are aware of at least five proposals currently in the pipeline. This is excellent news not only in creating investment and job opportunities in the town, but also extending the economically active period of the day beyond the traditional retail hours and into the 'evening economy'.

(3) Refurbishment of The Market House

- 3.1 Members will be aware that the terms of a lease have been agreed with Wildwood to open a new restaurant in The Market House in Taunton Town Centre.
- 3.2 This exciting development will bring a new lease of life to one of Taunton's most prestigious and historic buildings. Officers are also progressing the relocation of the Tourist Information Centre to the property and are currently designing the internal fit out of the centre.

(4) Town Centre Events

- 4.1 Members of the Taunton Events Group are planning a full programme of events throughout the town centre over the course of this coming summer, including Somerfest and Taunton Live 2015.

- 4.2 Tenders have been received from event organisers wishing to deliver Somerfest on the Council's behalf on 20 June 2015. Officers will have selected the successful party prior to this meeting and will expect them to commence the event planning immediately. The event will build on the success over the two previous years, drawing upon a celebration of culture and sports from across the County.
- 4.3 Plans are also progressing for Taunton Live, due to be held throughout the week commencing 18 July 2015. Jointly led by Taunton Festival of the Arts and Go Create the festival will be a celebration of the performing and visual arts highlighting many genres of music, comedy and live performance.
- 4.4 The Council lends its direct support to cultural events in Taunton through a suite of measures, such as event management advice, marketing, ticket sales, and provision of the open spaces.

(5) Additional Growth Deal Funding

- 5.1 More good news for Taunton Deane! The Government announced in late January that an additional £65,200,000 is being awarded to Somerset and Devon, with Taunton Deane being a major beneficiary. £13,000,000 is to be used to enable the improvement work to Junction 25 with work starting in 2016/2017 which will in turn enable connection of an upgraded and realigned A358 and unlock the potential employment site creating up to 4,000 jobs.
- 5.2 The money could also bring forward a new enterprise centre in Wiveliscombe and help expand Superfast Broadband to the more rural areas.

(6) Firepool – The Emerging Plan

- 6.1 An informative briefing was held for Members and the Taunton Advisory Board on 15 January 2015 on the emerging Firepool Masterplan. The new plans for a mixed use scheme (including retail, leisure and housing) is in line with the Taunton Town Centre Re-think which was approved by the Council in January 2014 and will be out for public consultation soon.

(7) Marketing and Tourist Information Centre (TIC)

7.1 TIC Relocation and update

- 7.1.1 As members will be aware approval of the plans to relocate the office to The Market House have just been passed. Following this approval a contractor will be appointed through the open-tender process. Work is

then planned to begin in early April and it is hoped Andrew Hopkins and his team will be in their new home for the school holidays in July.

- 7.1.2 In preparation for this move the rotunda poster unit in the High Street has been removed for repair and subject to receiving the necessary permissions will be relocated to the soft square outside of the new TIC.
- 7.1.3 The other rotunda units in the town centre are continuing to prove popular – a promotion for bookings taken during February and March is currently in operation for businesses and event organisers. Please contact Katie Harris in the TIC if you are interested.
- 7.1.4 The “Cards for Good Causes” Charity Christmas Card Shop within the TIC had another successful year, with its best ever total. The shop will re-open in October.
- 7.1.5 The TIC have recently welcomed Danilo Perosino from Italy on a four-month work placement. Danilo will be working on the TIC counter and be assisting with the day-to-day operation.

7.2 Town Centre Marketing Contract

- 7.2.1 Destination CMS have now made contact with over 170 town-centre businesses since beginning work in October 2014. They have recently added a shopping section on the www.visitsomerset.co.uk/taunton website to promote special offers and events taking place in the town. Officers continue to monitor and manage this contract.

7.3 Social Media and Website

- 7.3.1 The TIC has recently signed up to the Visit England Twitter initiative and have altered their user handle to @moreTaunton (providing “more information on Taunton”). Visit England will be actively promoting “more” participants and the TIC and destination as a result. Followers of this account now exceed over 3,100.
- 7.3.2 SEO (search engine optimisation) and copy improvements are currently planned for www.visitsomerset.co.uk/taunton and www.taunton.uk.com. Both sites are highly ranked on Google and this work will enable this position to be maintained.

Councillor Norman Cavill

Council Meeting – 24 February 2015

Report of Councillor James Hunt – Environmental Services

1. Environmental Health / Licensing

- 1.1 Food hygiene inspections are back on track again after a difficult period for the team who have been struggling with reduced staff numbers for several months and a backlog due to a number of incidents putting pressure on team resources. Everything should be up to date once again from April 2015 so I need to say thank you to Erica Lake and her team for the hard work they have put in to getting on top of this.
- 1.2 Taunton Deane has a number of public health funerals each year for those with no family or relatives who are available or able to take responsibility for the funeral. Our existing provider has recently been sold to a national company so we are taking the opportunity to retender for the service to ensure that we are getting the best deal for the community.
- 1.3 Licensing Summit - Early January saw the first of what I hope will be a new regular meeting. Officers, Portfolio Holders and the Licensing Chairmen and their deputies from both Councils met to discuss a variety of issues around Licensing and service provision.
- 1.4 Licensing is a constantly changing area for the Council and changes to legislation and the introduction of new legislation requires the team to be constantly aware and up to date on new requirements.
- 1.5 Areas considered included the Committee and sub-committees, Committee Member training, the balance between enforcement and compliance, staffing levels and the taxi trade. There was a full agenda and not everything was covered in depth so I hope to convene another meeting soon.
- 1.6 One of our Licensing Officers, Olivia Denis, is just about to go off on maternity leave so as we wish her well for the future we will be recruiting a temporary member of staff to help us keep on top of the Licensing work load.

2. Somerset Waste Partnership

- 2.1 Somerset Waste Partnership (SWP) is due to have met on 20 February 2015 and will have considered the 2015/2016 budget proposals. Some key items to note from the report are as follows.
- 2.2 SWP report that waste arisings have increased significantly in comparison to the same period in 2013/2014 which is against the downward trend that has been the case in recent years.

- 2.3 Garden waste from kerbside collections and that taken to recycling centres has increased significantly, as has dry recycling.
- 2.4 Although these increases cause a concern it should be noted that while there has been a 4.9% increase in the number of household in the last five years there has only been an uplift in waste arisings of 1.6% in that time.
- 2.5 Housing growth across the county based on figures estimated for December last year give an average growth across the county at 0.7%.
- 2.6 As you will be aware from previous reports a number of areas across Taunton Deane hosted trials of new collection arrangements including the increases in the types of materials collected for recycling. These trials have now concluded and the rounds have returned to their normal collection cycles. The data provided and the resident feedback gathered after the trials had concluded will be used to influence future decisions on collections and the choices made about the replacement collection vehicles needed.
- 2.7 Collection vehicles are due to be replaced in the next few years and while the trials above will have an influence on the choices made, SWP continues to put significant recourses into investigating ways to develop its service. As collection vehicles are a costly item to replace, and cannot be done on a whim, it is important that SWP take every opportunity to review the service provision in advance of any agreement to replace the fleet.
- 2.8 Options for alternative treatment solutions, and collection methods across the County are being explored to ensure that the service can continue to meet the demands of national waste policies and provide the most cost effective service to the partner organisations.

3. Climate Change

- 3.1 At our last Full Council meeting, Members authorised the HRA to borrow funds to install domestic photovoltaic panels to 350 existing Taunton Deane Council Housing properties. Taunton Deane will be working with Western Power Distribution and tenants to find roofs that have the most suitable orientation, ease of connection to the grid and tenant approval.
- 3.2 Although we have around twice this number of properties not all are suitable for installation of panels and a full take up is not anticipated. However it is hoped that additional properties will be included in the future. We will be claiming from the current Feed In Tariff when the systems are installed and registered.
- 3.3 In addition to this we are using the Sustainable Energy Fund to install external wall insulation to approximately 40 Cornish type properties. This will make the homes easier to keep warm which is beneficial to the residents by saving them money and will reduce energy demands.

- 3.4 Energy Efficiency Training for Staff - Training of Supported Housing Staff will take place in March 2015, to enable them to provide energy efficiency advice to our tenants. The training will help staff work with our residents, in particular, those who are struggling with their fuel bills to explore possible energy efficiency measures for their homes.

4. Crematorium

- 4.1 Last year the Council agreed to the allocation of funding to extend the Cemetery which was rapidly running out of space. This work has now begun and will continue over the next three months.
- 4.2 The final bill has been paid for the new cremator/mercury filtration installation. With the final payment made I am pleased to report that there was a slight underspend on the project.

Councillor James Hunt