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COMMITTEE:	BABERGH CABINET
DATE:	TUESDAY, 3 OCTOBER 2023 4.00 PM
VENUE:	KING EDMUND CHAMBER, ENDEAVOUR HOUSE, 8 RUSSELL ROAD, IPSWICH

Members		
<u>Independent</u> Derek Davis Alastair McCraw John Ward	<u>Green Party</u> Jessie Carter Sallie Davies Daniel Potter Deborah Saw	<u>Liberal Democrat</u> David Busby (Chair) Helen Davies

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AGENDA

PART 1

MATTERS TO BE CONSIDERED WITH THE PRESS AND PUBLIC PRESENT

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| 1 | APOLOGIES FOR ABSENCE | |
| 2 | DECLARATION OF INTERESTS BY COUNCILLORS | |
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7 **FORTHCOMING DECISIONS LIST**

Please note the most up to date version can be found via the website:

[Forthcoming Decisions List » Babergh](#)

- 8 **BCa/23/16 VARIATION OF AGREEMENT OF THE SHARED REVENUE PARTNERSHIP** 17 - 78
Cabinet Member for Finance, Assets and Investments
- 9 **BCa/23/17 COST OF LIVING: REVIEW OF 6 MONTH PLAN AND BEYOND** 79 - 106
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The Leader of Babergh District Council
- 11 **BCa/23/19 BMSDC ELECTRIC VEHICLE (EV) INFRASTRUCTURE IMPLEMENTATION PLAN** 115 - 136
Cabinet Member for Environment
- 12 **BCa/23/20 EMPLOYER SUPPORTED VOLUNTEERING POLICY** 137 - 152
Cabinet Member for People and Place (East & West)
- 13 **BCa/23/21 REVISED SAFEGUARDING POLICY - CHILDREN, YOUNG PEOPLE AND ADULTS AT RISK** 153 - 188
Cabinet Member for People and Place (East & West)

This item is being presented to Cabinet under the General Exception Rules for Key Decisions in accordance with Part 3 Section 17 of the Constitution.

14 **EXCLUSION OF THE PUBLIC (WHICH TERM INCLUDES THE PRESS)**

To consider whether, pursuant to Part 1 of Schedule 12A of the Local Government Act 1972, the public should be excluded from the meeting for the business specified below on the grounds that if the public were present during this/these item(s), it is likely that there would be the disclosure to them of exempt information as indicated against the/each item.

The author(s) of the report(s) proposed to be considered in Part 2 of the Agenda is/are satisfied that the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

15 **THE CONFIDENTIAL MINUTE OF THE MEETING HELD ON THE 5 SEPTEMBER 2023** 189 - 190

Date and Time of next meeting

Please note that the next meeting is scheduled for Tuesday, 7 November 2023 at 4.00 pm.

Webcasting/ Live Streaming

The Webcast of the meeting will be available to view on the Councils YouTube page:
https://www.youtube.com/channel/UCSWf_0D13zmegAf5Qv_aZSg

For more information about this meeting, including access arrangements and facilities for people with disabilities, please contact the Committee Officer, H. Holloway on: 01449 724681 or Email: Committees@baberghmidsuffolk.gov.uk

Introduction to Public Meetings

Babergh/Mid Suffolk District Councils are committed to Open Government. The proceedings of this meeting are open to the public, apart from any confidential or exempt items which may have to be considered in the absence of the press and public.

Domestic Arrangements:

- Toilets are situated opposite the meeting room.
- Cold water is also available outside opposite the room.
- Please switch off all mobile phones or turn them to silent.

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If you hear the alarm:

1. Leave the building immediately via a Fire Exit and make your way to the Assembly Point (Ipswich Town Football Ground).
2. Follow the signs directing you to the Fire Exits at each end of the floor.
3. Do not enter the Atrium (Ground Floor area and walkways). If you are in the Atrium at the time of the Alarm, follow the signs to the nearest Fire Exit.
4. Use the stairs, not the lifts.
5. Do not re-enter the building until told it is safe to do so.

CIL bid B2311, due to being a Suffolk County Councillor and a Sudbury Town Councillor, and in respect of item 14 on the agenda, due to being a Sudbury Town Councillor.

However, the items under discussion did not directly relate to the finances or wellbeing of that interest. Therefore, Councillor Jessie Carter was not prevented from participating in the debate and vote in respect of items 9 and 14 on the agenda.

Councillor Jessie Carter had been granted dispensation for item 11.

15 BCA/23/7 TO CONFIRM THE MINUTES OF THE MEETING HELD ON 10 JULY 2023

It was RESOLVED:-

That the minutes of the meeting held on the 10 July 2023 be confirmed and signed as a correct record.

16 TO RECEIVE NOTIFICATION OF PETITIONS IN ACCORDANCE WITH THE COUNCIL'S PETITION SCHEME

None received.

17 QUESTIONS BY COUNCILLORS

None received.

18 MATTERS REFERRED BY THE OVERVIEW AND SCRUTINY OR JOINT AUDIT AND STANDARDS COMMITTEES

There were no matters referred from the Overview and Scrutiny or the Joint Audit and Standards Committees.

19 FORTHCOMING DECISIONS LIST

There were no comments made for the Forthcoming Decisions List.

20 BCA/23/8 FINANCIAL MONITORING REPORT QUARTER 1 2023/24

20.1 Cabinet considered this report that summarised the financial activities of the Council for the first quarter of 2023/24, covering General Fund Revenue, the Housing Revenue Account and the Capital Programmes for both funds.

20.2 Councillor Daniel Potter proposed the recommendations, as detailed in the report, which was seconded by Councillor Derek Davis.

20.3 The Chair, Councillor Deborah Saw, invited questions from other Members attending the meeting.

20.4 Councillor Mary McLaren queried appendix A in relation to the funding

allocated to social prescribing and whether ward members received a breakdown of costs incurred for elections for parish councils.

- 20.5 The Deputy Chief Executive advised the funding for social prescribing would be a combination of staff costs and activities, as it was a multi funded project with Health.
- 20.6 In relation to Ward Members receiving elections costs for their respective parish council, the Chief Executive advised that this was an option going forward.

It was RESOLVED: -

- 1.1 That, subject to any further budget variations that arise during the rest of the financial year, the projected overspend on the General Fund of £703,000 referred to in section 4.2 and Appendix A of the report be noted;**
- 1.2 That, subject to any further budget variations that arise during the rest of the financial year, the projected overspend on the Housing Revenue Account of £305,000 referred to in section 4.3 and Appendix B of the report be noted;**
- 1.3 That, the Council's compliance with the Prudential Indicators during quarter one referred to in section 4.4 and Appendix C of the report be noted.**

REASON FOR DECISION

To ensure that Members are kept informed of the financial position for both General Fund Revenue and Capital, Housing Revenue Account and Capital and the Prudential Indicators.

21 BCA/23/9 COMMUNITY INFRASTRUCTURE LEVY (CIL) - CIL EXPENDITURE PROGRAMME SEPTEMBER 2023

- 21.1 Cabinet received this report, which sought to obtain approval by Cabinet for Babergh's CIL Expenditure Programme for September 2023, as detailed in Appendix A of the report. The report contained eight CIL bids including the judgements around the assessment of those bids (Appendix B).
- 21.2 Councillor Daniel Potter proposed the recommendations, as detailed in the report, which was seconded by Councillor Derek Davis.
- 21.3 Members considered the report and Councillor Derek Davis fully endorsed the CIL bids within the report.

It was RESOLVED: -

- 1.1 That the CIL Expenditure Programme (September 2023) and accompanying Technical Assessments of the following CIL Bids (forming**

Appendices, A and B) be approved (including decisions on these CIL Bids for Cabinet to make/or note) as follows: -

Decisions for Cabinet to approve: - Ringfenced Infrastructure Funds (Acton)

CIL Bid, Location and Infrastructure Proposed	Amount of CIL Bid and total cost of the infrastructure	Cabinet Decision
B23-10 ACTON Improvements to Acton Play Area	Amount of CIL Bid £20,403.57 Total cost of the project £27,204.76 Total of other funding is split between S106 Funding and Acton Parish Council	Recommendation to Cabinet to approve CIL Bid B23-10 for £20,403.57 from the Ringfenced Infrastructure Fund

Decisions for Cabinet to approve: Local Infrastructure Fund

CIL Bid, Location and Infrastructure Proposed	Amount of CIL Bid and total cost of the infrastructure	Cabinet Decision
B23-05 BOXFORD Improvements to Boxford Pavilion Changing Rooms	Amount of CIL Bid £29,565.35 Total cost of the project £39,420.47 (including VAT) Total of other funding S106 funding - £3,009.60 Parish Council Contribution: £5,000 Fund Raising: £1,115 Groton Educational	Recommendation to Cabinet to approve CIL Bid B23-05 for £29,565.35 from the Local Infrastructure Fund

	<p>Trust: £300</p> <p>Boxford Rovers FC: £430.52</p>	
<p>B23-06 FLATFORD</p> <p>Flatford National Trust</p> <p>Installation of a Changing Places Facility within Flatford National Trust</p>	<p>Amount of CIL Bid £16,155.00</p> <p>Total eligible costs of the project £59,155.00</p> <p>Total of other funding</p> <p>Changing Places Fund £42,500.00</p> <p>National Trust £500.00</p>	<p>Recommendation to Cabinet to approve CIL Bid B23-06 for £16,155.00 from the Local Infrastructure Fund</p>
<p>B22-15 STANSTEAD</p> <p>Improvements to Stanstead Play Area</p>	<p>Amount of CIL Bid £27,677.31</p> <p>Total eligible costs of the project £36,903.08</p> <p>Total of other funding</p> <p>Stanstead Parish Council £ 9,225.77</p>	<p>Recommendation to Cabinet to approve CIL Bid B22-15 for £27,677.31 from the Local Infrastructure Fund</p>
<p>B23-11 – SUDBURY</p> <p>The Bridge Project (TBP) – Water and electrical connection element of The Triangle Project</p>	<p>Amount of CIL Bid £100,000</p> <p>Total eligible costs of the project £146,000</p> <p>Total of other funding</p> <p>£46,000</p> <p>(Total Net Cost of The Triangle Project</p>	<p>Recommendation to Cabinet to approve CIL Bid B23-11 for £100,000 from the Local Infrastructure Fund</p>

	£935,460.66)	
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Delegated decisions for Cabinet to note: - Ringfenced Infrastructure Fund

CIL Bid, Location and Infrastructure Proposed	Amount of CIL Bid and total cost of the infrastructure	Cabinet Decision
B23-07 COCKFIELD MacKenzie Community Open Space Project (Reapplication)	Amount of CIL Bid £4,422.45 Total cost of the project £9,379.74 Total of other funding:- S106 Funding £2,353.08 Parish Council £2,604.21	Recommendation to Cabinet to note this approved CIL Bid B23-07 by delegated decision for £4,422.45 from the Ringfenced Infrastructure Fund
B23-04 LAVENHAM Lavenham Hall Works	Amount of CIL Bid £3,000 Total cost of the project £4,000. Total of other funding:- Lavenham Parish Council - £500 Lavenham Community Council £500	Recommendation to Cabinet to note this approved CIL Bid B23-04 by delegated decision for £3,000 from the Ringfenced Infrastructure Fund
B22-17 ACTON Public Right of Way improvements - Bun Meadow	Amount of CIL Bid £4,590 excluding VAT. Total cost of eligible project costs £4,590	Recommendation to Cabinet to note this approved CIL Bid B22-17 by delegated decision for £4,590.00 from

		the Ringfenced Infrastructure Fund
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1.2 Cabinet also noted and endorsed this CIL Expenditure Programme, which includes the position in respect of approved CIL Bids from Rounds 1 to 10 inclusive (Appendix A Section B) together with details of emerging infrastructure /CIL Bids (Appendix A Section C)

REASON FOR DECISION

Community Infrastructure Levy (CIL) monies have been collected since the implementation of CIL on the 11th April 2016. The CIL Expenditure Framework (originally adopted in April 2018) has been reviewed with amendments adopted by both Councils in March 2019, April 2020, March 2021, July 2022 (Mid Suffolk) October 2022 (Babergh) and in March 2023. The CIL Expenditure Framework requires the production of at least two CIL Expenditure Programmes for each District (per year) and contains decisions for Cabinet to make or note on CIL Bids for CIL expenditure. These decisions relating to the expenditure of CIL monies form one of the ways in which necessary infrastructure supporting growth is delivered.

22 BCA/23/10 UK100 NETWORK AND OUR COMMITMENT TO SIGN-UP FOR A MEMBERSHIP

- 22.1 The Chair, Councillor Deborah Saw, introduced the report summarising the advantages and benefits for the Council to join UK100 and advised Members that Babergh Council had agreed a motion at Full Council on 18th July 2023 to join UK100.
- 22.2 Councillor Jessie Carter and Councillor Daniel Potter proposed and seconded respectively the recommendations, as detailed in the report.
- 22.3 The Deputy Monitoring Officer clarified that the recommendation should be amended to: *‘That Cabinet reiterated the commitment made by Full Council on 18th July 2023 to join UK100 and noted the content of Appendix A & B.’*

It was RESOLVED: -

That Cabinet reiterated the commitment made by Full Council on 18th July 2023 to join UK100 and noted the content of Appendix A & B.

REASON FOR DECISION

We are committed to become a member of the UK100 network. This membership has the potential to help local authorities to fulfil and accelerate the Council’s commitments to tackling the climate emergency and deliver local Net Zero.

23 BCA/23/11 UPDATE ON THE REGULATOR OF SOCIAL HOUSING REFERRAL AND OUR CURRENT COMPLIANCE POSITION

- 23.1 The Chair, Councillor Deborah Saw, invited the Cabinet Member for Housing, Jessie Carter, to introduce the report.
- 23.2 Councillor Carter provided a summary of the report and advised that Members were asked to note the report.
- 23.3 Councillor Daniel Potter queried line 21 in the table, in relation to asbestos and asked for an update.
- 23.4 The Head of Investment and Compliance advised Members that a new programme of re-inspections for asbestos in council properties was underway and 40% complete and ahead of schedule.
- 23.5 In response to Councillor Saw's question relating to Reinforced Autoclaved Aerated Concrete (RAAC) in council properties, the Head of Investments and Compliance advised Members that there currently had not been any issues identified in Council properties.
- 23.6 Councillor Saw queried that given the current demand for surveyors, would the Council be undertaking inspections for RAAC or would it be outsourced to external surveyors.
- 23.7 The Head of Investments and Compliance responded that if any concerns were raised for RAAC in Council properties, the Council would undertake the initial inspections, but that formal inspections would be conducted externally.
- 23.8 Councillor Derek Davis referred to the communication with tenants in relation to contractors working on council properties and if there was any mechanism put in place to improve this.
- 23.9 The Head of Investments and Compliance responded that work was being undertaken to improve this area of service to tenants.
- 23.10 In response to questions from other Members attending the meeting, the Head Investments and Compliance advised that all tenants had been informed about the change of contractors. There had not been any reactions received from tenants for this matter.

It was RESOLVED: -

That Members noted the report.

REASON FOR DECISION

To ensure that members and senior leaders of the councils have oversight of the journey with the Regulator back to a position where we are compliant.

- 24.1 The Chair invited the Corporate Manager for Strategic Planning to introduce the report, which was for noting.
- 24.2 Following the introduction, Members considered the report and Councillor Deborah Saw and Councillor Derek Davis drew member's attention to the Council's new website and the drop-in sessions provided to Members.

The report was noted.

25 BCA/23/13 WORKING TOGETHER FOR ANIMAL WELFARE - BANNING PETS AS PRIZES ON COUNCIL OWNED LAND

- 25.1 The Chair, Councillor Deborah Saw introduced the report, which supported a motion for a ban on live animals as prizes on Babergh District Council land, and a letter to the Government to support a wider ban on public and privately owned land.
- 25.2 Councillor Jessie Carter proposed the recommendations, as detailed in the report.
- 25.3 Councillor Daniel Potter seconded the recommendation.

It was RESOLVED: -

- 1.1 The councils are recommended to agree to support the RSPCA campaign and thereby resolve:**
- 1.2 That an outright ban on the giving of live animals as prizes, in any form, on Babergh & Mid Suffolk Council owned land is implemented.**
- 1.3 That the Councils write to UK Government requesting an outright ban on live animals as prizes on both public and private land.**
- 1.4 That the Councils carry out a review of the current policies and the terms and conditions of the contract agreements relating to the hire of council owned land and premises to ensure that they reflect the councils' positions as regards giving of live animals as prizes.**

REASON FOR DECISION

With the RSPCA gaining traction since 2021 with some 50 local authorities adopting the RSPCA's recommendations, it would be prudent to adopt the recommendations and lobby UK Government for an outright ban.

26 BCA/23/14 BELLE VUE PARK (SUDBURY) IMPROVEMENTS

- 26.1 The Chair, Councillor Deborah Saw, invited the Cabinet Member for Economic Growth, Councillor Derek Davis, to introduce the report.
- 26.2 Councillor Davis provided a brief introduction and proposed the recommendation, as detailed in the report.

- 26.3 Councillor Potter seconded the recommendations.
- 26.4 Councillor Jessie Carter was concerned that the project would not be progressing in time to receive the Government funding and queried what would happen if the funding was lost.
- 26.5 The Director for Economic Growth and Climate Change advised that previous funding had been allocated in the budget for the project, however the team would endeavour to meet the tight time scale and secure the £45K Government funding.
- 26.6 Councillor Jessie Carter questioned what kind of disruptions would be occurring during the demolitions of the existing buildings.
- 26.7 The Regeneration and Capital Projects Manager advised that he was currently working with Public Realm with relation to the demolishing of the toilet block. However, the disruptions would be the closure of the park and the area around the toilet block would be cordoned off. The toilet block would be delivered as a modular and assembled on the site. Temporary toilets would be installed for that period.
- 26.8 Councillor Daniel Potter stated that the timeline was a risk and questioned if materials and supplies shortages were a factor.
- 26.9 The Regeneration and Capital Projects Manager responded that this had been checked with suppliers and they were confident that supplies would be delivered in time. In addition, the planning process had to be undertaken within the time frame for Council to receive the Government funding. The Government had been approached for an extension of the deadline for the funding for Changing Places, but this had been declined.
- 26.10 Councillor Davis thanked the Economic Growth team and Sudbury Town Council for working on the project.
- 26.11 The Chair advised Members to go into closed session, which was proposed by Councillor Derek Davis and seconded by Councillor Jessie Carter.

27 EXCLUSION OF THE PUBLIC (TERM WHICH INCLUDES THE PRESS)

It was RESOLVED:

That pursuant to Part 1 of Schedule 12A of the Local Government Act 1972, the public should be excluded from the meeting for the business specified below on the grounds that if the public were present during this item, it was likely that there would be the disclosure to them of exempt information as indicated against the item. The author of the report proposed to be considered in Part 2 of the Agenda is satisfied that the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

28 BCA/23/14 BELLE VUE PARK (SUDBURY) IMPROVEMENTS - CONFIDENTIAL APPENDICES

28.1 Upon returning to Open Session the Chair reminded Members that the recommendations were for the café and the toilet block.

It was RESOLVED: -

- 1.1 That Cabinet reviewed and noted the progress made in scoping and designing a suitable modular build café and toilet block facility for Belle Vue Park, including the estimated breakdown of costs attached as Confidential Appendix B (which includes an estimate of borrowing costs).**
- 1.2 That Cabinet approved the recommendation to proceed with delivery of a new café and toilets as a modular build which includes provision of a changing place facility.**
- 1.3 That Cabinet approved the funding of the works from the Changing Places Grant, the capital receipt from the sale of Belle Vue House and the existing capital budget (borrowing) for works at Belle Vue. The capital programme currently includes a budget of £1.9m for works at Belle Vue and it is anticipated that this scheme will require £105,000 of that budget, or in the worst case £150,000 if it is not possible to complete the scheme in the timescale required to be able to utilise the £45,000 Changing Place grant.**
- 1.4 That Cabinet noted the intention to directly award a supplier for the modular unit design and delivery from a suitably approved contract framework under officer delegation to the Director for Economic Growth and Climate Change. This is for expediency due to the funding deadline set for accessing Changing Place grant.**

REASON FOR DECISION

Supporting the regeneration of Sudbury town centre and improvements to Belle Vue Park, by investing directly in expanded and new opportunities for local residents and visitors to the town to engage in healthy activities and pursuits.

Further, this intervention will support the town's amenities, connectivity and bring a range of positive economic, environmental and social benefits. This will also improve a Council asset in line with the aims of the Joint Strategic Asset Management Plan to 2025.

The business of the meeting was concluded at 5:03 pm.

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Chair

Agenda Item 8

BABERGH DISTRICT COUNCIL

TO: Cabinet	REPORT NUMBER: BCa/23/16
FROM: Councillor John Ward, Cabinet Member for Finance	DATE OF MEETING: 3 October 2023
OFFICER: Melissa Evans, Director Corporate Resources	KEY DECISION REF NO. CAB446

VARIATION OF AGREEMENT OF THE SHARED REVENUE PARTNERSHIP

1. PURPOSE OF REPORT

- 1.1 For Cabinet to authorise the Director of Corporate Resources to enter into a Deed of Variation to vary the existing terms of the Shared Revenues Partnership Agreement dated 7 January 2011 with Ipswich Borough Council and Mid Suffolk District Council.

2. OPTIONS CONSIDERED

- 2.1 The recommended option is set out in the Recommendations. There are no other available options.

3. RECOMMENDATIONS

- 3.1 That Cabinet authorises the Director of Corporate Resources in consultation with the Cabinet Member for Finance to enter into the Deed of Variation at Appendix A to the report.

REASON FOR DECISION

To enable changes to be made to the Partnership Agreement dated 7 January 2011 to ensure the continued effective operation of the Joint Committee

4. KEY INFORMATION

- 4.1 A review of the Partnership Agreement has been carried out and at Appendix A is a proposed Deed of Variation to vary the Partnership Agreement. The proposed Deed was considered by the Joint Committee at its meeting on 6 September 2023 and it agreed to recommend to the Executive and Cabinet committees of the respective partner councils that the proposed Deed of Variation was entered into by the Partners.

5. BACKGROUND

- 5.1 The Partner Councils formed a Joint Committee known as the Shared Revenues Partnership by an Agreement dated 7 January 2011. The Joint Committee commenced on the 1 April 2011 and has been in place since this date.
- 5.2 The Partnership Agreement allows for variation of the agreement by way of Deed of Variation.
- 5.3 A Deed of Variation was entered into by the Partner Councils on 5 March 2015 which varied the original agreement to provide that the office of Chair was to be held by an appointee of

one of the Partner Councils and removed the requirement for this to be in rotation and restricted to two years.

5.4 The proposed amendments can be summarised as:

- General housekeeping and updating of the Agreement to reflect changes that have taken place.
- Inclusion of call-in procedures
- Inclusion of Scheme of Delegations

5.5 To assist Cabinet, attached at Appendix B is a copy of the Partnership Agreement showing the proposed amendments.

6. LINKS TO CORPORATE PLAN

6.1 Ensuring that the Council makes best use of its resources is what underpins the ability to achieve the priorities set out in the Corporate Plan. The Partnership arrangement with Ipswich Borough Council delivers an efficient and effective service to our residents and Businesses.

7. FINANCIAL IMPLICATIONS

7.1 There are no financial implications in relation to the Joint Committee arising from this report.

8. LEGAL IMPLICATIONS

8.1 Under Section 101 of the Local Government Act 1972 Local Authorities may arrange for the discharge of their functions by a Joint Committee comprising Members of their Authorities.

8.2 The Partner Councils agreed to establish a Joint Committee known as the Shared Revenues Partnership Committee and entered into an Agreement dated 7 January 2011 (the Agreement). The Joint Committee commenced on 1 April 2011.

8.3 By a Deed of Variation dated 5 March 2015 the Partner Councils agreed to vary the Agreement so that it provided for the office of Chair (otherwise than to fill a casual vacancy) be held by an appointee of one of the Partner Councils together with the removal of the requirement for this to be in rotation and the period of office be restricted to two years.

8.4 The Joint Committee was established pursuant to section 102 of the Local Government Act 1972 and made pursuant to sections 101, 102, 103 and 111 of the Local Government Act 1972, section 20 of the Local Government Act 2000 and regulation 11 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000.

8.5 By paragraph 18 of the Agreement the Partner Councils agreed to review the operation of the Agreement from time to time and for the Joint Committee to make proposals to the Partner Councils for any changes.

8.6 Paragraph 18 of the Agreement further provides that where changes are agreed a Deed of Variation shall be entered into by the Partner Councils.

8.7 The Joint Committee has recommended that the Deed of Variation at Appendix A is entered into by the Council.

9. RISK MANAGEMENT

9.1 There are no risks linked to the significant risk register or operational risk register.

10. CONSULTATIONS

10.1 The Joint Committee was consulted on the proposed Deed of Variation at its meeting on 6 September 2023 and recommended the adoption of the Deed of Variation.

11. EQUALITY ANALYSIS

11.1 Under the general equality duty as set out in the Equality Act 2010, public authorities are required to have due regard to the need to eliminate unlawful discrimination, harassment and victimisation as well as advancing equality of opportunity and fostering good relations between people who share a protected characteristic and those who do not.

11.2 The protected grounds covered by the equality duty are: age, disability, sex, gender reassignment, pregnancy and maternity, race, religion or belief, and sexual orientation. The equality duty also covers marriage and civil partnership, but only in respect of eliminating unlawful discrimination.

11.3 The law requires that this duty to have due regard be demonstrated in decision making processes. Assessing the potential impact on equality of proposed changes to policies, procedures and practices is one of the keyways in which public authorities can demonstrate that they have had due regard to the aims of the equality duty.

11.4 There are no implications arising from this report.

12. ENVIRONMENTAL IMPLICATIONS

12.1 The Council has declared a climate change emergency and **is committed to be** carbon neutral by 2030. All Council decisions should take into account and respond to the potential impact that they will have on the climate and wider environment.

12.2 There are no environmental or climate change implications arising from this report.

13. APPENDICES

Title	Location
Draft Deed of Variation	Appendix A
Existing Partnership Agreement dated 7 January 2011 showing proposed variations	Appendix B
New Schedule 4 Delegations to Officers by the Joint Committee	Appendix C

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Dated:

Partner Councils:

- 1. BABERGH DISTRICT COUNCIL**
- 2. IPSWICH BOROUGH COUNCIL**
- 3. MID SUFFOLK DISTRICT COUNCIL**

**SHARED REVENUES PARTNERSHIP
DEED OF VARIATION**

THIS DEED of VARIATION is made on the day of

BETWEEN

1. **BABERGH DISTRICT COUNCIL** (“BDC”) of Endeavour House, Russell Road, Ipswich IP1 2BX
2. **IPSWICH BOROUGH COUNCIL** (“IBC”) of Grafton House, 15-17 Russell Road, Ipswich IP1 2DE and
3. **MID SUFFOLK DISTRICT COUNCIL** (“MSDC”) Endeavour House, Russell Road, Ipswich IP1 2BX

Background

1. Under Section 101 of the Local Government Act 1972 Local Authorities may arrange for the discharge of their functions by a Joint Committee comprising Members of their Authorities the Partner Councils agreed to establish a Joint Committee known as the Shared Revenues Partnership Committee (the Joint Committee) and entered into an Agreement dated 7 January 2011 (the Agreement). The Joint Committee commenced on 1 April 2011
2. By a Deed of Variation dated 5 March 2015 the Partner Councils agreed to vary the Agreement so that it provided for the office of Chair (otherwise than to fill a casual vacancy) be held by an appointee of one of the Partner Councils together with the removal of the requirement for this to be in rotation and the period of office be restricted to two years.
3. The Joint Committee was established pursuant to section 102 of the Local Government Act 1972 and made pursuant to sections 101, 102, 103 and 111 of the Local Government Act 1972, section 20 of the Local Government Act 2000 and regulation 11 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000.
4. The Executive Committees of IBC, BDC and MSDC have decided to enter into the Deed of Variation to vary the terms of the Agreement.

IT IS HEREBY AGREED as follows:

1 Interpretation

- 1.1 In this Deed where the context so permits the following words shall have the meanings shown:

- 1.2 “The Agreement “shall mean the agreement entered into by the Partner Councils on 7 January 2011
- 1.3 “The Deed of Variation” shall mean the Deed of Variation entered into by the Partner Councils on 5 March 2015
- 1.4 “The Head of the Shared Service” shall mean the senior manager appointed by the Host Authority to manage the Shared Revenues functions

2 Variation of the Agreement

2.1 Pursuant to clause 18 the Agreement the following clauses shall with effect from the date of this Deed be amended as follows:

Delegation of the Shared Service Functions

2.1.2. Paragraph 3.2 shall be deleted, and the following paragraph inserted in its place:

“The Joint Committee shall delegate to the Head of the Shared Service the powers contained in Schedule 4 annexed to this Deed”.

2.1.3. Paragraph 3.3 shall be deleted, and the following paragraph inserted in its place:

“The Head of Shared Service shall submit a monthly report on the financial position and performance of the Shared Service to the Section 151 Officer of each Partner Council”

2.1.4. References in the Glossary and paragraphs 4.3, 4.5, 4.8, 4.9, 5.1, 5.1.3, 5.1.4, 5.2, 5.3.2, 5.3.2.2, 5.4, 6.1, 6.2, 6.3, 6.4, 6.6, 8.2, 8.6 to the Secretary in the Agreement and Schedules will be replaced with Head of the Shared Service

Officers of the Joint Committee and Delegations

2.1.5 Paragraphs 6.1. and 6.3 are deleted.

Host Authority

2.1.6 Paragraph 7.1 shall be deleted and replaced as follows:

“The Host Authority shall act as the employing authority in relation to all staff employed in connection with the provision of the Shared Service”.

2.1.7 Paragraphs 7.2 shall be deleted

2.1.8 Paragraph 7.3 shall be deleted and replaced as follows:

7.3 “The Host Authority shall also be responsible for:

7.3.1 The provision of such support services in relation to the Shared Service as may be required by the Joint Committee and shall seek to achieve the most cost-effective approach for the Partner Councils.

7.3.2 The provision of business continuity and emergency planning insofar as it relates to the functions of the shared service

7.3.3 The Joint Committee shall agree with the Host Authority whether one or more of such support services shall be provided by the Host Authority itself, provided by one or more of the Partner Councils on behalf of the Host Authority, or be purchased by the Host Authority from a third party, and the costs of all such support services shall be treated as an expense of the Joint Committee in accordance with clause 8.7.”

Financial Matters

2.1.9 Paragraph 8.2 shall be deleted and replaced as follows:

“Each Partner Council shall notify the Head of the Shared Service no later than 7th March in any year that the Joint Committee’s budget has been approved. In the event that the Joint Committee’s budget is not approved by any Partner Council, the Joint Committee shall meet as soon as practicable to formulate a revised budget for approval by the Partner Councils”.

Levels of Service to be provided.

2.1.10 Paragraph 9 .1 shall be deleted

Reports

2.1.11 Paragraph 12 .1 shall be deleted and replaced as follows:

“The Joint Committee shall receive at its annual Meeting each year the reports of the Head of Shared Service and the Section 151 Officer of the Host Authority in respect of the Shared Service Functions relating to the preceding year. A copy thereof shall be forwarded to the Chief Executive and the Section 151 Officers of each Partner Council at least 21 days prior to the Annual Meeting.”

2.1.12 Paragraph 12.2 shall be deleted and replaced as follows:

“The report shall include a summary revenue account and statement of capital spending including the distribution or use of any revenue surpluses and the financing of any capital expenditure and in the event of a deficit, a statement of the corrective action taken or to be taken.”

Freedom of Information

2.1.13 Paragraph 13 shall be deleted and replaced as follows:

“13.1 The Partner Councils acknowledge that each is subject to the requirements of the FOIA and the EIR.

13.2 In accordance with clause 13.1 the Partner Councils shall provide all necessary assistance and cooperation as reasonably requested by one another to enable them to comply with their obligations under the FOIA and EIR.

13.3 The Partner Councils acknowledge that one or other of them may be required under the FOIA or EIR to disclose Information (including Information that may be deemed to be commercially sensitive) without consulting or obtaining consent from the other. The Partner Councils shall take reasonable steps to notify one another of a Request For Information (in accordance with the Secretary of State’s section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for them to do so but (notwithstanding any other provision in this agreement) the Partner Council that received the Request for Information shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.

Data Protection

2.1.14 Paragraph 15 shall be deleted and replaced as follows:

15.1 This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) may disclose to the other party (the Data Recipient) any Personal Data collected by the Data Discloser for the Agreed Functions.

15.2 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

15.3 Particular obligations relating to data sharing. Each party shall:

15.3.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of Personal Data to the Permitted Recipients for the Agreed Functions.

15.3.2 give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

15.3.3 process Personal Data only for the Agreed Functions;

15.3.4 not disclose or allow access to Personal Data to anyone other than the Permitted Recipients

15.3.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;

15.3.6 ensure that it has in place appropriate technical and organisational measures, reviewed, and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

15.3.7 not transfer any Personal Data outside the UK unless the transferor:

15.3.7.1 complies with the provisions of Article 26 of the UK GDPR (in the event the third party is a joint controller); and

15.3.7.2 ensures that (i) the transfer is to a country approved by the Information Commissioner as providing adequate protection pursuant to Article 45 UK GDPR; (ii); (ii) there are appropriate safeguards in place pursuant to Article 46 UK GDPR; or (iii) one of the derogations for specific situations in Article 49 UK GDPR applies to the transfer.

15.4 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

15.4.1 consult with the other party about any notices given to data subjects in relation to Personal Data;

15.4.2 promptly inform the other party about the receipt of any data subject access request;

15.4.3 provide the other party with reasonable assistance in complying with any data subject access request.

15.4.4 not disclose or release any Personal Data in response to a data subject access request without first consulting the other party wherever possible;

15.4.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

15.4.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

15.4.7 at the written direction of the Data Discloser, delete or return any Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;

15.4.8 use compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

15.4.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 15.4 and allow for audits by the other party or the other party's designated auditor; and

15.4.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

15.5 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

Duration

2.1.15 Paragraph 17 shall be deleted and replaced as follows:

“This Agreement is terminable by any Partner Council giving to the others at least twelve months written notice of termination to take effect from 31st March in any Year”.

Schedule1

2.1.15 Paragraph 9.7.1 of Schedule 1 shall be deleted.

2.1.16 Paragraph 9.7.5 of Schedule 1 shall be deleted and replaced as follows:

“The procurement of new IT systems affecting the delivery of the whole or significant parts of the Shared Service Functions recommended by the Joint Committee as above and approved by the Partner Councils”.

2.1.17 Paragraph 9.7.5 of Schedule 1 shall be deleted and replaced as follows:

“Purchase, sale or lease of assets above a value of £30,000 recommended by the Joint Committee as above and approved by the Partner Councils”.

2.1.18 Paragraph 9.7.7 shall be deleted.

2.1.19 Paragraph 12 shall be inserted into Schedule 1 as follows:

12 “Call in

12.1 Any decision or action of the Partnership may be called in for scrutiny by members of a Partner Council. A decision is called in by members of a Partner Council in the same way in which it would call in a decision of that Partner Council’s Executive except that:

- a) a decision may not be called in after 5 .00 p.m. on the 5th working day after the date upon which the decision is published.
- b) a call in of such a decision or action can only be made if the decision concerned affects the Partner Council whose membership wishes to call in the decision or action.

12.2 Once a decision is called in it may not be implemented until the Scrutiny Arrangements of the Partner Council whose membership has called in the decision or action has been completed. Where a Scrutiny Committee or a full

Council makes recommendations to the Partnership, the Partnership shall arrange for the decision to be reconsidered in the light of comments made by the executive or cabinet or the Full Council and the final decision of the partnership shall not be subject to call in.

12.3 The call-in procedure set out above shall not apply where a decision or action taken by the Partnership is certified by it as urgent

12.4 A scrutiny Committee must notify the Partnership if it includes in its work programme any aspect of policy development or review relating to the work or functions of the Partnership.

12.5 Where a Scrutiny Committee has formed recommendations on proposals for development a Scrutiny Committee shall prepare a formal report and submit it for consideration by the Partnership.

12.6 The Partnership shall consider the report of the Scrutiny Committee within 15 days of it being submitted to the Head of the Shared Service and shall issue a formal response to such a report.

12.7 Where any Partner Council member or officer is required to attend Scrutiny Committee, the Chair of that Committee will inform the Monitoring Officer of his own Authority”.

Schedule 2

2.1.20 Paragraph 1.4 of Schedule 2 shall be deleted and replaced as follows:

“The administration, assessment and payment of Housing Benefit and Council Tax Reduction, including authorising employees of the Host Authority on behalf of the Joint Committee to make determinations, notify determinations, notify determinations of overpayment, review a determination or extension of time for making representations or further review in relation to legislation relating to Housing Benefit and Council Tax Reduction”.

2.1.21 Paragraph 1.9 of Schedule 2 shall be deleted.

2.1.22 Paragraph 1.10 of Schedule 2 shall be deleted and replaced as follows:

“The Head of Shared Service (Revenues and Benefits) with responsibility to report to the Joint Committee (such officer to be employed by the Host Authority) shall be authorised to engage such employees (to be employed by the Host Authority) as may be required in connection with the functions as delegated in Schedule 5 and in respect of which budget provision has been made by the Joint Committee and the Partner Councils”.

2.1.23 Paragraph 2 of Schedule 2 shall be deleted and replaced as follows:

" The functions delegated to the Joint Committee shall be exercised subject to any proposed expenditure being contained in the annual Revenues and Benefits budget approved by the Partner Councils provided that it complies with the financial regulations and standing orders of the Joint Committee."

2.1.24 Paragraph 3 .1 to Paragraph 3 9 of Schedule 2 shall be deleted and replaced as follows:

3.1 "Calculation of Council tax base

3.2 Council tax setting

3.3 Collection fund accounting

3.4 Submission of benefit subsidy claims

3.5 Determination of policy for housing benefit claims

3.6 Determination of policy for Council Tax Reduction

3.7 Determination of policy for discretionary NNDR relief

3.8 Determination of policy for NNDR hardship relief

3.9 Determination of policy for Council Tax second homes and unoccupied dwellings

3.10 Determination of policy for write off of bad debts".

Schedule 3

2.1.24 Paragraph 3 of Schedule 3 shall be deleted

Schedule 4

2.1.25 Schedule 4 shall be deleted and replaced with the Delegations to Officers by the Joint Committee

Executed as a Deed by the Partner Councils

THE COMMON SEAL of **BABERGH**

DISTRICT COUNCIL was hereunto affixed

in the presence of:

Solicitor to the Council

THE COMMON SEAL of **IPSWICH**

BOROUGH COUNCIL was hereunto affixed

in the presence of:

Authorised Officer

Authorised Officer

THE COMMON SEAL of **MID SUFFOLK**

DISTRICT COUNCIL was hereunto affixed

in the presence of:

Member of the Council

Authorised Officer

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Dated:

Partner Councils:

- 1. BABERGH DISTRICT COUNCIL**
- 2. IPSWICH BOROUGH COUNCIL**
- 3. MID SUFFOLK DISTRICT COUNCIL**

**SHARED REVENUES PARTNERSHIP
AGREEMENT**

THIS AGREEMENT is made on the day of

BETWEEN

1. **BABERGH DISTRICT COUNCIL** (“BDC”) of Corks Lane, Hadleigh, Suffolk IP7 6SJ
2. **IPSWICH BOROUGH COUNCIL** (“IBC”) of Grafton House, 15-17 Russell Road, Ipswich IP1 2DE and
3. **MID SUFFOLK DISTRICT COUNCIL** (“MSDC”) of Council Offices, 131 High Street, Needham Market, Suffolk IP6 8DL

Background

1. Under Section 101 of the Local Government Act 1972 Local Authorities may arrange for the discharge of their functions by a Joint Committee comprising Members of their Authorities. The Partner Councils agreed to establish a Joint Committee known as the Shared Revenue Partnership Committee (the Joint Committee) and enter into an Agreement dated 7 January 2011 (the Agreement). The Joint Committee commenced on 1 April 2011.
2. IBC has introduced Executive Arrangements under the provisions of the Local Government Act 2000; BDC and MSDC have not introduced Executive Arrangements
3. The Executive of IBC and the Councils of BDC and MSDC wish to establish a Joint Committee for the purposes of Section 101 of the Local Government Act 1972 and Section 20 of the Local Government Act 2000 to be known as the Shared Revenues Partnership Joint Committee (‘the Joint Committee’) and to delegate to that Joint Committee the Revenues & Benefits Shared Service functions described in this Agreement.
- ~~4. The Joint Committee is established pursuant to section 102 of the Local Government Act 1972 and made pursuant to sections 101, 102, 103 and 111 of the Local Government Act 1972, section 20 of the Local Government Act 2000 and regulation 11 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000.~~
- ~~4.—~~
- ~~5. This Agreement is made pursuant to sections 101, 102, 103 and 111 of the Local Government Act 1972, section 20 of the Local Government Act 2000 and regulation 11 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000. By a Deed of Variation dated 5 March 2015 the Partner Councils agreed to vary the Agreement so that it provided for the office of Chair (otherwise than to fill a casual vacancy) be held by an appointee of one of the Partner Councils together with the removal of the requirement for this to be in rotation and the period of office be~~

restricted to two years.

5-6. The Executive Committees of IBC, BDC and MSDC have decided to enter into the Deed of Variation dated 5 March 2015 to vary the terms of the Agreement.

IT IS HEREBY AGREED as follows:

1 Definitions

1.1 In this Agreement where the context so permits the following words shall have the meanings shown:

“Annual Meeting”	means the annual meeting of the Joint Committee held pursuant to paragraph 1 of Schedule 1 to this Agreement t
<u>“Agreement”</u>	<u>“The Agreement” shall mean the Deed of Variation enter into by the Partner Councils on 5 March 2015</u>
“Commencement Date”	means 1 April 2011
<u>“Deed of Variation”</u>	<u>The “Deed of Variation” shall mean the Deed of Variation entered into by the Partner Councils on 5 March 2015</u>
“Chief Executive”	means the person designated as Head of the Paid Service of a Partner Council in accordance with the Local Government and Housing Act 1989 howsoever that post is titled
“Executive” and “Executive Arrangements”	have the same meaning as in the Local Government Act 2000
“Head of Shared Service”	means the senior manager responsible to the Joint Committee for the management of the Shared Service Functions howsoever that post is titled <u>The “Head of Shared Service” shall mean the senior</u>

	<u>manager appointed by the Host Authority to manage the Shared Revenues functions</u>
“Host Authority”	means in relation to any Shared Service Function IBC or such other Partner Council as may be agreed by the Joint Committee from time to time
“Joint Committee”	means the joint committee established pursuant to clause 2 of this Agreement
“Partner Council”	means each of the authorities who are parties to this Agreement
“ <u>SecretaryHead of Service</u> ”	Means the officer appointed as such pursuant to clause 6.1 of this Agreement
“Section 151 Officer”	means the officer responsible for the proper administration of the financial affairs of a Partner Council pursuant to section 151 Local Government Act 1972
“Shared Revenues Partnership”	means the arrangements established by this Agreement for the provision of the Shared Service
“Shared Service”	means the provision of a Revenue and Benefits Service jointly on behalf of the Partner Councils in accordance with this Agreement
“Shared Service Functions”	means the Revenues and Benefits Service and associated functions set out in Schedule 2
“Relevant Member”	means, in the case of a Council operating Executive arrangements, a member of that Council’s Executive, and in the case of a Council not exercising Executive arrangements, a member of that Council
“Transferring Employees”	means in relation to any Shared Service Function those employees listed as such in this Agreement
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006

“Year”	means a period of 12 months commencing on 1 st April in any calendar year and ending on the following 31 st March
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- 1.2 References to any statutory provision, statutory instrument or regulation shall include reference to any provision or enactment by which the same is re-enacted with or without amendments from time to time.
- 1.3 Where the context admits words in the singular include the plural and vice versa and words importing one gender include any other gender.

2 Joint Committee

- 2.1 The Partner Councils agree to form a Joint Committee which will oversee the development, planned implementation and continued operation of the Shared Service on behalf of the Partner Councils.
- 2.2 The Joint Committee may establish such sub-committees to undertake such of its functions from time to time as the Joint Committee resolves is appropriate.
- 2.3 The Partner Councils agree that notwithstanding the provisions of section 101(4) of the Local Government Act 1972 on and after the Commencement Date the Partner Councils shall not themselves exercise any function that has been delegated to the Joint Committee without the agreement of all the Partner Councils.

3 Delegation of the Shared Service Functions

- 3.1 The Partner Councils each hereby delegate to the Joint Committee the discharge of the Shared Service Functions.

~~3.2 The Joint Committee shall delegate to the Head of Shared Service day to day decisions in respect of the Shared Service Functions (including the appointment of all staff) subject to the annual budget and business plan.~~

3.2 The Joint Committee shall delegate to the Head of Shared Service the powers contained in Schedule 4 annexed to the Deed of Variation dated 5 March 2015.

~~3.3 The Head of Shared Service shall submit a monthly report on the financial position and performance of the Shared Service to the members of the Joint Committee and to the Section 151 Officer of each Partner Council.~~

3.3 The Head of Shared Service shall submit a monthly report on the financial position and performance of the Shared Service to the Section 151 Officer of each Partner Council

3.4 The Head of Shared Service shall not exercise any delegated authority over matters referred to in Paragraph 9.7 of Schedule 1 (matters subject to veto by those members of the Joint Committee entitled to vote).

4 Membership of the Joint Committee

4.1 Each Partner Council shall appoint two Relevant Members to be members of the Joint Committee.

4.2 Any sub-committee shall comprise such number of Relevant Members from each Partner Council as the Joint Committee may determine from time to time provided that a sub-committee shall comprise an equal number of persons appointed by each Partner Council.

4.3 The Chief Executive or other nominated officer of each Partner Council shall notify appointments of members of the Joint Committee and substitutes and of any sub-committee in writing to the Secretary-Head of Service of the Joint Committee.

4.4 A Partner Council may at any time remove and replace any member so appointed to the Joint Committee or any sub-committee thereof.

4.5 A member of the Joint Committee or any sub-committee may resign his membership by sending notice in writing to the Chief Executive or other nominated officer of the Partner Council by whom the appointment was made who shall inform the ~~Secretary to the Joint Committee~~Head of Service of the Joint Committee accordingly.

4.6 Any vacancy shall be filled as soon as possible by the relevant Partner Council.

4.7 A member shall cease to be a member of the Joint Committee and of any sub-committee thereof if he ceases to be a Relevant Member of the Partner Council by whom he was appointed.

4.8 A named substitute shall be entitled to attend speak and vote as if an ordinary member of the Joint Committee or any sub-committee where notice has been given to the Secretary-Head of Service of the Joint Committee that

4.8.1 It is impractical for the named ordinary member to attend a specified meeting

4.8.2 The named substitute member will attend in place of the named ordinary member and

4.8.3 The named substitute member is also a Relevant Member of the relevant Partner Council.

4.9 The proceedings of the Joint Committee or any sub-committee shall not be invalidated by any vacancy in their number or by any defect in the appointment and qualification of any member whose appointment is properly notified to the SecretaryHead of Service of the Joint Committee.

5 Meetings and Proceedings

5.1 The meetings and proceedings of the Joint Committee and any sub-committee shall be conducted in accordance with the rules set out in Schedule 1.

6 Officers of the Joint Committee and Delegations

~~6.1 The Joint Committee shall appoint a SecretaryHead of Service from the officers of the Partner Councils.~~

6.2 The SecretaryHead of Service shall liaise with the Monitoring Officers and Section 151 Officers of the Partner Councils to enable those officers to comply with their responsibilities under Section 5 of the Local Government Act 1989 and Section 151 of the Local Government Act 1972.

~~6.3 Unless otherwise agreed by the Joint Committee, the SecretaryHead of Service shall be appointed for a period of two years.~~

6.4 The SecretaryHead of Service to the Joint Committee shall be responsible for:

6.4.1 Production and compilation of the agenda and minutes of the Joint Committee

6.4.2 Production and compilation of the agenda and minutes of any sub-committee

6.4.3 Matters relating to governance and propriety and

6.4.4 Dealing with and resolving any issues raised by the Commission for Local Administration in England.

6.5 The Section 151 Officer to the Host Authority shall be responsible for:

6.5.1 The provision of financial advice and services in respect of the Shared Service Functions

6.5.2 Maintaining all proper accounting records for the Shared Service Functions in such form as shall be agreed with the Section 151 Officers of the other Partner Councils

- 6.5.3 Preparation of an annual budget for the Shared Service Functions in conjunction with the Head of Shared Service for approval by the Joint Committee
 - 6.5.4 Co-ordinating the activities of the Section 151 Officers of the Partner Councils in relation to the Shared Service Functions so as to ensure consistency of approach and
 - 6.5.5 Ensuring that the Joint Committee complies with all proper accounting and reporting requirements in such manner as is most beneficial to the Joint Committee and the constituent Partner Councils provided that in so doing the Section 151 Officer shall first consult with the Section 151 Officers of the other Partner Councils.
- 6.6 In addition to the ~~Secretary~~Head of Service, the Head of Shared Service and the Section 151 Officers, the Monitoring Officers and the Chief Executives of the Partner Councils shall provide such advice to the Joint Committee as they consider appropriate.
- 6.7 All costs of officers acting under this clause 6 shall be expenses of the Joint Committee in accordance with clause 8.7

7 Host Authority

~~7.1 Subject to clause 7.2 the Host Authority shall act as the employing authority in relation to all staff employed in connection with the provision of the Shared Service.~~

7.1 The Host Authority shall act as the employing authority in relation to all staff employed in connection with the provision of the Shared Service.

~~7.2 The Host Authority delegates all functions concerning the management and the terms of employment of those staff (including all matters relating to remuneration, conditions of service, recruitment and selection, disciplinary and grievance procedures, termination of employment, management and supervision), which shall be matters for the Joint Committee.~~

~~7.3 The Host Authority will give effect to the decisions of the Joint Committee under Clause 7.2 provided that~~

~~7.3.1 in determining all such terms and conditions of employment of any staff the Joint Committee shall ensure that these remain consistent with those of the Host Authority and in particular the Joint Committee shall assess salary grades by reference to the same job evaluation scheme as is used by the Host Authority and~~

~~7.3.2 Members shall not be involved in the selection, appointment, taking of disciplinary action or dismissal of staff (save insofar as the procedures in place from time to~~

~~time for dealing with disciplinary, capability and related matters may allow a right of appeal to Members) and~~

~~7.3.2.1 In the case of the Head of Shared Service all such matters shall be the responsibility of the Chief Executive of the Host Authority acting in consultation with the Chief Executives of the other Partner Councils and~~

~~7.3.2.2 In the case of all other staff all such matters and their management and supervision shall be the responsibility of the Head of Shared Service.~~

7.3 The Host Authority shall also be responsible for:

7.3.1 The provision of such support services in relation to the Shared Service as may be required by the Joint Committee and shall seek to achieve the most cost-effective approach for the Partner Councils.

7.3.2 The provision of business continuity and emergency planning insofar as it relates to the functions of the shared service

7.3.3 The Joint Committee shall agree with the Host Authority whether one or more of such support services shall be provided by the Host Authority itself, provided by one or more of the Partner Councils on behalf of the Host Authority, or be purchased by the Host Authority from a third party, and the costs of all such support services shall be treated as an expense of the Joint Committee in accordance with clause 8.7.

~~7.3.2.2~~

~~7.3~~ 7.4 The Host Authority shall also be responsible for the provision of such support services in relation to the Shared Service as may be required by the Joint Committee and shall seek to achieve the most cost effective approach for the Partner Councils. The Joint Committee shall agree with the Host Authority whether one or more of such support services shall be provided by the Host Authority itself, provided by one or more of the Partner Councils on behalf of the Host Authority, or be purchased by the Host Authority from a third party, and the costs of all such support services shall be treated as an expense of the Joint Committee in accordance with clause 8.7.

7.47.3 The Host Authority shall use its reasonable endeavours to effect policies of insurance with an insurer of repute against all such risks connected with the Shared Service Functions and the employment of staff in connection therewith as it is usual for a local authority to insure against upon such terms as the Joint Committee shall agree (including officials indemnity and fidelity guarantee insurance) and so far as possible shall procure that the interests of all Partner Councils under this Agreement are noted on such policies, the cost of all such insurance to form part of the expenses of the Joint Committee to be dealt with in accordance with clause 8.7.

8 Financial Matters

8.1 The Joint Committee shall approve annual capital, revenue and staffing budgets in respect of the Shared Service Functions. No later than 1st December in any Year the Joint Committee shall inform Partner Councils of the amounts of their proposed contributions to the Joint Committee's budget and shall submit to each Partner Council for approval in respect of those functions an annual business plan which shall incorporate the annual capital and revenue and staffing budgets and the amount of each Partner Council's proposed contribution to the Joint Committee's budget.

~~8.2 Each Partner Council shall notify the SecretaryHead of Service to the Joint Committee no later than 7th March in any year that the Joint Committee's budget has been approved. In the event that the Joint Committee's budget is not approved by any Partner Council, the Joint Committee shall meet as soon as practicable to formulate a revised business plan and budget for approval by the Partner Councils.~~

8.28.3 Each Partner Council shall notify the Head of the Shared Service no later than 7th March in any year that the Joint Committee's budget has been approved. In the event that the Joint Committee's budget is not approved by any Partner Council, the Joint Committee shall meet as soon as practicable to formulate a revised budget for approval by the Partner Councils.

8.38.4 The Joint Committee shall agree its own detailed budgets in respect of the Shared Service Functions for internal use by the Joint Committee at a level of detail agreed by the Section 151 Officer as necessary to exercise proper management control of its activities. Such budgets shall be in accordance with the approved annual capital and revenue budget.

8.48.5 Neither the Joint Committee nor any sub-committee shall authorise any expenditure that is in excess of that contained in the approved budget without the prior written consent of each of the Partner Councils.

8.58.6 The Joint Committee shall determine the arrangements for ensuring that the accounts and records of the Joint Committee are subject to a continuous process of audit to the satisfaction of the Section 151 Officer of the Host Authority. The Joint Committee's accounts and records shall also be subject to audit in accordance with Sections 2 and 3 of the Audit Commission Act 1998.

8.68.7 The accounts and records of the Joint Committee (including all internal and external audit reports) in respect of the Shared Service Functions shall be open for inspection by the Section 151 Officer or other nominated officer of each Partner Council. The SecretaryHead of Service to the Joint Committee and the Head of Shared Service and the Host Authority shall provide any Partner Council with all such information relating to

the operation of the Joint Committee and the performance of the Shared Service as that Section 151 Officer or other nominated officer may from time to time reasonably require.

~~8.78.8~~ The Partner Councils shall defray the expenses of the Joint Committee as specified in Schedule 3. The Partner Councils shall pay or transfer to the Host Authority the amount of their respective contributions to the expenses of the Joint Committee by four equal instalments in advance on 1st April, 1st July, 1st October and 1st January each Year.

~~8.88.9~~ The Joint Committee shall in relation to the Shared Service Functions adopt the financial regulations and procurement code (however expressed) of the Host Authority with such modifications as the Partner Councils may agree.

9 Levels of Service to be Provided

~~9.1~~ Each Year the Joint Committee will agree an annual business plan covering a period of at least three Years which will include but is not limited to business and financial objectives, efficiency targets, business continuity planning, risk management, indicative staffing levels and changes and performance targets which are uniform across the Partner Councils.

9.2 Subject to the terms of this Agreement, the Joint Committee (or the Head of Shared Service acting under delegated powers) shall be empowered to make any necessary technical or operational decisions for the effective operation of the Shared Service including the virement of budgets and appointment of staff provided that any such actions are consistent with this Agreement and the standing orders and financial regulations and the annual budget and business plan approved by the Joint Committee.

9.3 The Joint Committee shall use its best endeavours to ensure fair and equitable treatment of all the Partner Councils at all times.

9.4 In the event that any Partner Council is at any time experiencing a level of performance of any of the functions delegated to the Joint Committee which is not achieving the agreed targets in the relevant annual business plan, the Joint Committee shall use its best endeavours to remedy that as a matter of priority.

10 ICT Systems

10.1 In respect of information technology systems used for the purposes of the Shared Service, Partner Councils insofar as they are able to do so and using reasonable endeavours shall at the relevant commencement date

- 10.1.1 Grant to the Host Authority a licence to use hardware owned by them free of charge and if so required make arrangements for it to be transferred to an alternative location at the cost of the Joint Committee
- 10.1.2 Subject to the agreement of the owners of the licences, assign relevant software licences to the Host Authority at the cost of the Joint Committee unless the Partner Councils have agreed that such cost will not be a cost of the Joint Committee.
- 10.2 All costs of such information technology systems and software licences shall with effect from the Commencement Date be an expense of the Joint Committee to be defrayed in accordance with clause 8.7.

11 Employees

- 11.1 The Partner Councils (other than the Host Authority) intend that the employment of their respective Transferring Employees shall transfer to the Host Authority with effect from the Commencement Date as if this were a transfer of an undertaking within the meaning of the TUPE (without prejudice to the position of the Partner Councils as to whether this is a relevant transfer in law).
- 11.2 The Partner Councils (other than the Host Authority) shall use their reasonable endeavours to retain the services of each of their respective Transferring Employees but shall not vary their terms and conditions of employment without the prior consent of the other Partner Councils to the intent that their respective contracts of employment shall be continued until the Commencement Date and then be transferred to the Host Authority.
- 11.3 The Host Authority shall use its reasonable endeavours to retain the services of each of its Transferring Employees but shall not vary their terms and conditions of employment without the prior consent of the other Partner Councils to the intent that their respective contracts of employment shall be continued until the Commencement Date whereupon those Employees together with those transferring from the other Partner Councils shall be managed by or on behalf of the Joint Committee in connection with the Shared Service.
- 11.4 Nothing in this Agreement shall prohibit the Partner Councils from dismissing any of their respective Transferring Employees prior to the Commencement Date by reason of any misconduct or breach of contract of employment or from offering any of the Transferring Employees alternative employment with the Authority outside the Shared Service Functions.

- 11.5 Partner Councils may at any time prior to the Commencement Date employ any other person in connection with the provision of the intended Shared Service whether by way of substitution or addition to the named Transferring Employees and upon such terms as that Partner Council shall consider reasonable provided that in the bona fide opinion of that Partner Council this is reasonable and necessary for the proper and continued conduct of that Authority's functions and that Partner Council shall first consult with the other Partner Councils with a view to filling any vacancy by redeployment and avoiding future redundancies among the Transferring Employees.
- 11.6 Any such other person employed shall be deemed to be included in the list of Transferring Employees and the term Transferring Employees shall be construed accordingly.
- 11.7 Any Partner Council effecting a change to the list of Transferring Employees as described in this clause shall give notice of each such change to the other Partner Councils as soon as possible after each such occurrence.
- 11.8 Any action or claim arising out of or in connection with any transfer of employment of the Transferring Employees or any of them (whether arising before or after the date of this Agreement) shall be deemed to be a cost of the Joint Committee to be defrayed in accordance with clause 8.7.
- 11.9 Where any Partner Councils (other than the Host Authority) have entered into agreements for lease cars, car loans or other staff loans of any description with any of their respective Transferring Employees that Partner Council shall with effect from the Commencement Date (or such later date when the Host Authority assumes responsibility for payment of salaries) assign to the Host Authority
- 11.9.1 The benefit of all such lease car agreements (insofar as it is able to do so) and the Host Authority shall indemnify that Partner Council against all future breaches of any such agreement whether formally assigned or not
- 11.9.2 The right to receive payment of all monies due from the Transferring Employee under the car loans or other loan agreement as the case may be and the Host Authority shall within 14 days after the Commencement Date (or such later date as aforesaid) pay to that Partner Council the total sums (including accrued interest) outstanding in respect of the said loans.

12 Reports

~~12.1 The Joint Committee shall receive at its Annual Meeting each Year the reports of the Head of Shared Service and the Section 151 Officer of the Host Authority in respect of the Shared Service Functions relating to the preceding Year. A copy thereof shall be~~

forwarded to the Chief Executive and the Section 151 Officers of each Partner Council at least 21 days prior to the Annual Meeting.

~~12.1~~ 12.1 The Joint Committee shall receive at its annual Meeting each year the reports of the Head of Shared Service and the Section 151 Officer of the Host Authority in respect of the Shared Service Functions relating to the preceding year. A copy thereof shall be forwarded to the Chief Executive and the Section 151 Officers of each Partner Council at least 21 days prior to the Annual Meeting

~~12.2~~ The report shall include:

~~12.2.1~~ A statement showing progress in achieving the objectives in the business plan

~~12.2.2~~ A summary revenue account and statement of capital spending including the distribution or use of any revenue surpluses and the financing of any capital expenditure and

~~12.2.3~~ In the event of a deficit, a statement of the corrective action taken or to be taken.

~~12.2.3~~ 12.2 The report shall include a summary revenue account and statement of capital spending including the distribution or use of any revenue surpluses and the financing of any capital expenditure and in the event of a deficit, a statement of the corrective action taken or to be taken.”

12.3 As and when required by the Chief Executive or the Section 151 Officer of a Partner Council the Joint Committee shall produce such other reports as may reasonably be required.

12.4 As and when required by an Overview and Scrutiny Committee or an Audit Committee of a Partner Council, the Chairman of the Joint Committee (or in his absence the Vice Chairman) and/or the Head of Shared Service shall attend a meeting of such Overview and Scrutiny Committee or Audit Committee to account for the activities of the Joint Committee.

12.5 Partner Councils shall liaise with each other about requests from their Overview and Scrutiny Committees and Audit Committees and shall use reasonable endeavours to hold meetings by such Committees of different Partner Councils simultaneously at the same date, time and location with a view to reducing the burden on the members of the Joint Committee.

13 Records and Access to Information

~~13.1~~ Without prejudice to the right of any data owner to have access to their data at any time the Joint Committee shall make available to the Partner Councils and their auditors all information that the Partner Councils may reasonably require to enable the Partner

~~Councils to comply with any statutory obligations imposed upon them including the preparation of accounts and grant claims or to answer any queries raised by their auditors or others.~~

~~13.2 The Partner Councils shall each make available to the Joint Committee all records and information from time to time necessary or desirable to enable the Joint Committee to undertake the functions hereby delegated to it in an efficient and effective manner.~~

13.1 The Partner Councils acknowledge that each is subject to the requirements of the FOIA and the EIR.

13.2 In accordance with clause 13.1 the Partner Councils shall provide all necessary assistance and cooperation as reasonably requested by one another to enable them to comply with their obligations under the FOIA and EIR.

13.3 The Partner Councils acknowledge that one or other of them may be required under the FOIA or EIR to disclose Information (including Information that may be deemed to be commercially sensitive) without consulting or obtaining consent from the other. The Partner Councils shall take reasonable steps to notify one another of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for them to do so but (notwithstanding any other provision in this agreement) the Partner Council that received the Request for Information shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.

14 Indemnities

14.1 All costs and obligations incurred by the Host Authority in connection with or arising out of the Shared Service Functions shall constitute part of the costs of the Joint Committee and shall be defrayed in accordance with clause 8.7.

14.2 The Partner Councils agree to indemnify the Host Authority in the proportions set out in Schedule 3 for the apportionment of expenses against all actions claims demands expenses and costs arising out of or in connection with the provision of the Shared Service Functions delegated to the Joint Committee including without prejudice to the generality of the foregoing those arising out of or in connection with:

14.2.1 Any contract of employment, redundancy or termination of employment of any person; or

14.2.2 Any contract entered into or property held on behalf of the Joint Committee or the Partner Councils.

14.3 Save in relation to any claim where the cause of action arose prior to the Commencement Date which shall be the sole responsibility of the relevant Partner Council, any action claim demand expense or cost suffered by or made against any of the Partner Councils arising out of or in connection with the functions delegated to and undertaken by the Joint Committee (other than as mentioned in clause 14.4 below) shall be treated as an expense of the Joint Committee to be defrayed in accordance with the terms of this Agreement and each of the Partner Councils hereby agrees to indemnify each other Partner Council against all such claims and expenses in the proportions set out in this Agreement.

14.4 For the avoidance of doubt clause 14.3 shall not apply in the case of any financial adjustment, recalculation of grant entitlement or penalty imposed upon any Partner Council by any central government department or government agency.

15 Data Protection

~~15.1 All personal data relating to the services or the recipient of any services undertaken by the Joint Committee shall remain the property of the Partner Council on whose behalf that service is provided and that Partner Council is the data controller.~~

~~15.1 This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) may disclose to the other party (the Data Recipient) any Personal Data collected by the Data Discloser for the Agreed Functions.~~

~~15.2 This Agreement constitutes a contract for the purposes of paragraph 12 of part II of Schedule 1 of the Data Protection Act 1998 and the provisions of Schedule 4 shall have effect.~~

~~15.3 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.~~

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party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

15.3 Particular obligations relating to data sharing. Each party shall:

15.3.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of Personal Data to the Permitted Recipients for the Agreed Functions.

15.3.2 give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

15.3.3 process Personal Data only for the Agreed Functions;

15.3.4 not disclose or allow access to Personal Data to anyone other than the Permitted Recipients

15.3.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;

15.3.6 ensure that it has in place appropriate technical and organisational measures, reviewed, and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

15.3.7 not transfer any Personal Data outside the UK unless the transferor:

15.3.7.1 complies with the provisions of Articles 26 of the UK GDPR (in the event the third party is a joint controller); and

15.3.7.2 ensures that (i) the transfer is to a country approved by the Information Commissioner as providing adequate protection pursuant to Article 45 UK GDPR; (ii); (ii) there are appropriate safeguards in place pursuant to Article 46 UK GDPR; or (iii) one of the derogations for specific situations in Article 49 UK GDPR applies to the transfer.

15.4 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

15.4.1 consult with the other party about any notices given to data subjects in relation to Personal Data;

15.4.2 promptly inform the other party about the receipt of any data subject access request;

15.4.3 provide the other party with reasonable assistance in complying with any data subject access request.

15.4.4 not disclose or release any Personal Data in response to a data subject access request without first consulting the other party wherever possible;

15.4.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

15.4.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

15.4.7 at the written direction of the Data Discloser, delete or return any Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;

15.4.8 use compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

15.4.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 15.4 and allow for audits by the other party or the other party's designated auditor; and

15.4.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

15.2-15.5 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

16 Disputes Resolution

16.1 Where any dispute or difference arises between the Partner Councils about the operation of the Joint Committee or the Shared Service, it should in the first instance be referred to the Section 151 Officers of the Partner Councils for resolution. If they are

unable to resolve it, it should be passed to the Chief Executives of the Partner Councils for resolution.

- 16.2 If it is not possible to resolve the dispute or difference in accordance with Clause 16.1, the same may be determined in such manner as the Partner Councils may agree provided that if no alternative is agreed then it shall be referred to an arbitrator agreed between the Partner Councils or in default of agreement to be appointed on the application of any Partner Council by or on behalf of the president of the Chartered Institute of Public Finance and Accountancy (and for the purposes of section 103 Local Government Act 1972 the Partner Councils shall each be taken to have agreed the appointment of the person so appointed) and the costs of any such appointment and acting shall be shared equally between the Partner Councils.

17 Duration

- ~~17.1 While it is the intention of the Partner Councils that the Joint Committee will operate for a period of at least ten years, this Agreement is terminable by any Partner Council giving to the others at least twelve months written notice of termination to take effect from 31st March in any Year provided that no such notice shall take effect before 31 March 2015.~~

- ~~17.2 In the event of termination of this Agreement (whether in accordance with clause 17.1 or otherwise) in whole or in part then the provisions of Schedule 5 shall have effect.~~

This Agreement is terminable by any Partner Council giving to the others at least twelve months written notice of termination to take effect from 31st March in any Year.

~~17.2~~

18 Amendment & Review

- 18.1 The Joint Committee shall from time to time review the operation of this Agreement and the means by which the Shared Service Functions are performed including looking at alternative models for service delivery.
- 18.2 Such reviews shall be undertaken every two years or at such other intervals as appear to the Joint Committee to be appropriate, or at the request of any Partner Council if in the reasonable opinion of that Council the performance of the Shared Service Functions is not achieving the agreed targets in the relevant annual business plan.
- 18.3 Following such review the Joint Committee shall make proposals to the Partner Councils for any changes which seem to the Joint Committee to be reasonable and appropriate in the circumstances.

18.4 Where the Partner Councils agree to make changes to this Agreement a Deed of Variation shall be entered into between the Partner Councils.

19 Admission of Additional Partners

19.1 The Joint Committee shall consider the ways in which the Shared Revenues Partnership can be expanded and will consider any applications by any prospective new partner.

19.2 Following such consideration the Joint Committee shall actively progress the measures required to expand the Shared Revenues Partnership and shall report to each of the Partner Councils on any opportunities for expansion including where appropriate the development of a business case.

19.3 The decision whether a new partner is admitted to the Shared Revenues Partnership and if so the terms on which this takes place shall be subject to the unanimous agreement of the Executive and full councils of the Partner Councils.

20 Equalities & Diversity

20.1 The Partner Councils and the Joint Committee shall each fulfil their statutory and moral obligation to promote equality in both service delivery and employment policies and practice.

21 Confidentiality

21.1 Subject to clause 21.3 the Partner Councils shall keep confidential all confidential information received from any other Partner Council in connection with this Agreement and the Shared Revenues Partnership and shall not disclose any such confidential information to any other person without the prior written consent of that other Partner Council.

21.2 The Partner Councils shall not use any confidential information they receive from any other Partner Council otherwise than for the purposes of this Agreement and the Shared Service.

21.3 The provisions of this clause shall not apply to any confidential information which

21.3.1 Is or becomes public knowledge (otherwise than by breach of this clause)

21.3.2 Was in the possession of the receiving Council, without restriction as to its disclosure, before receiving it from the disclosing Council

21.3.3 Is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure or

21.3.4 Must be disclosed pursuant to a legal obligation placed upon the Council making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000.

22 Publicity

22.1 The Partner Councils shall liaise with each other regarding the content and timing of all information provided to the Transferring Employees regarding this Agreement and the Shared Service.

22.2 The Partner Councils shall not make any press announcements or publicise this Agreement or the Shared Service without the prior consent of the other Partner Councils.

23 Novation

23.1 The Partner Councils shall each be entitled to assign, novate or otherwise dispose of their rights and obligations under this Agreement to any other body established pursuant to statute in order substantially to perform any of the Shared Service Functions.

24 Exclusion of Third Party Rights

24.1 Nothing in this agreement shall be enforceable by anyone other than the Partner Councils.

~~24.1~~

SCHEDULE 1

RULES FOR THE CONDUCT OF MEETINGS AND PROCEEDINGS
OF THE JOINT COMMITTEE

1. Annual Meeting
 - 1.1 The Joint Committee shall in every year hold an Annual Meeting
 - 1.2 The first meeting held after 31st May in any Year shall be the Annual Meeting
 - 1.3 The Annual Meeting shall be held not later than 30th June every Year
 - 1.4 The Joint Committee may in every year hold in addition to the Annual Meeting such other meetings as they may determine

2. Appointment of Chairman and Vice Chairman
 - 2.1 Subject to paragraph 2.4 below, the Joint Committee shall at their first meeting and thereafter at their Annual Meeting appoint one of their members to be Chairman who shall, unless he resigns his office or ceases to be a member of the Joint Committee, continue in office for a period of two years or until his successor becomes entitled to act

- 2.2 In the case of an equality of votes in respect of the appointment of a Chairman the person presiding at the meeting shall have a casting vote in addition to any other vote he may have
- 2.3 The Joint Committee shall at their Annual Meeting appoint one of their members to be Vice Chairman who shall, unless he resigns his office or ceases to be a member of the Joint Committee, continue in office until his successor becomes entitled to act
- 2.4 The office of Chairman (otherwise than to fill a casual vacancy) shall be held by an appointee of each Partner Council in rotation. .

3. Casual Vacancies

- 3.1 On a casual vacancy occurring in the office of Chairman or Vice Chairman of the Joint Committee the vacancy shall be filled by the appointment by the Joint Committee of one of their members at the next meeting and the person so appointed shall hold office until the date upon which the person in whose place he is appointed would regularly have retired

4. Conduct of Meetings

- 4.1 At a meeting of the Joint Committee the Chairman if present shall preside
- 4.2 If the Chairman is absent for a meeting of the Joint Committee the Vice Chairman shall preside
- 4.3 If both the Chairman and Vice Chairman of the Joint Committee are absent another member of the Joint Committee chosen by a majority of the members of the Joint Committee present and voting shall preside

5. Calling of Meetings

- 5.1 The SecretaryHead of Service of the Joint Committee shall summon the members to such meetings as may:
 - 5.1.1 have been agreed in accordance with paragraph 1.4;
 - 5.1.2 be called by the Chairman of the Joint Committee or, if the office of Chairman is vacant, the Vice Chairman of the Joint Committee at any time;
 - 5.1.3 be requisitioned by any two members of the Joint Committee giving notice in writing signed by them to the SecretaryHead of Service of the Joint Committee specifying the nature of the business to be transacted; or

- 5.1.4 be requisitioned by any Partner Council giving notice in writing to the SecretaryHead of Service of the Joint Committee specifying the nature of the business to be transacted and signed by the Chief Executive or proper officer of the Partner Council
- 5.2 Unless the persons giving notice requisitioning a meeting in accordance with paragraph 5.1.3 or paragraph 5.1.4 agree to a later date any meeting consequent upon such a requisition shall so far as practicable be held within 10 working days of the date of receipt of the requisition by the SecretaryHead of Service to the Joint Committee
- 5.3 At least five clear working days before a meeting of the Joint Committee
- 5.3.1 notice of the time and place of the intended meeting shall be published at the offices of each Partner Council and
- 5.3.2 subject to paragraph 5.4 below a summons to attend the meeting, specifying the agenda for that meeting and signed by the SecretaryHead of Service to the Joint Committee shall be sent to:
- 5.3.2.1 every member of the Joint Committee; and
- 5.3.2.2 the proper officer of every Partner Council
- either by sending by first class mail to the usual place of residence of the member (or principal office address of the Partner Council) or by sending an electronic copy by e-mail to any e-mail address notified to the SecretaryHead of Service of the Joint Committee for that purpose
- 5.4 In the event that at least four members of the Joint Committee give notice to the SecretaryHead of Service that an urgent meeting should be convened within five working days, identifying the special circumstances necessitating such meeting, then subject to the agreement of the Monitoring Officer of the Host Authority the meeting shall be so convened
- 5.5 Lack of service of the summons in accordance with paragraph 5.3.2 shall not affect the validity of a meeting
- 5.6 No business shall be transacted at a meeting requisitioned by the members of the Joint Committee other than that specified in the agenda
6. Nominated Officers To Attend
- 6.1 The Chief Executive and the Section 151 Officer and Monitoring Officer or other nominated officer of each Partner Council shall be entitled to attend every meeting of the Joint Committee

7. Meetings in Public

- 7.1 Meetings of the Joint Committee shall be held in public except in respect of any item where the agenda for the meeting indicates that the public will be excluded in accordance with the provisions of the Local Government Act 1972 Part VA.

8. Quorum

- 8.1 No item of business shall be transacted at a meeting of the Joint Committee unless at least four members are present including at least one member appointed by each Partner Council.

9. Proceedings of Meetings

- 9.1 Minutes of the proceedings of every meeting of the Joint Committee shall, subject to paragraph 9.2, be drawn up and signed at the next following meeting of the Joint Committee by the person presiding thereat and any minute purporting to be so signed shall be received in evidence without further proof
- 9.2 Notwithstanding anything in any enactment or rule of law to the contrary, the minutes of the proceedings of the Joint Committee may be recorded on loose leaves consecutively numbered, the minutes of the proceedings of any meeting being signed and each leaf comprising those minutes being initialled at the next following meeting of the Joint Committee by the person presiding thereat and any minute purporting to be so signed shall be received in evidence without further proof
- 9.3 Until the contrary is proved, where a minute of any meeting of the Joint Committee has been made and signed in accordance with this paragraph, the Joint Committee shall be deemed to have been duly constituted and to have had power to deal with the matters referred to in the minute, the meeting shall be deemed to have been duly convened and held and the members present at the meeting shall be deemed to have been duly qualified
- 9.4 A copy of the minutes of the proceedings at each meeting of the Joint Committee shall be sent to the proper officer of each Partner Council within fourteen days after the date of the meeting at which they are signed
- 9.5 Each member of the Joint Committee present at a meeting of the Committee shall have one vote on any question arising before the Joint Committee.

- 9.6 Subject to paragraph 9.7 all questions coming or arising before the Joint Committee shall be decided by a majority of the members of the Joint Committee present and voting thereon at a meeting of the Committee
- 9.7 Each member of the Joint Committee shall have a right of veto on any decisions on the following matters relating to the delegated functions and any such decision shall not be effective if one or more members attending and entitled to vote thereon exercise a right of veto and vote against the proposal:
- ~~9.7.1 Recommendation of any Business Plan to the Partner Councils in respect of the Shared Service~~
- 9.7.2 Appointing or changing the Host Authority
- 9.7.3 Major changes to the standards of service to be delivered
- 9.7.4 Changes to the premises from which the Shared Service Functions are delivered if that involves moving employees to a different district to the one at which they are currently based
- ~~9.7.5 The procurement of new IT systems affecting the delivery of the whole or significant parts of the Shared Service Functions unless it has been referred to in the Business Plan recommended by the Joint Committee as above and approved by the Partner Councils~~
- 9.7.5 The procurement of new IT systems affecting the delivery of the whole or significant parts of the Shared Service Functions recommended by the Joint Committee as above and approved by the Partner Councils
- ~~9.7.6 Purchase, sale or lease of assets above a value of £30,000 unless it has been referred to in the Business Plan recommended by the Joint Committee as above and approved by the Partner Councils~~
- 9.7.6 Purchase, sale or lease of assets above a value of £30,000 recommended by the Joint Committee as above and approved by the Partner Councils
- ~~9.7.7 Insofar as permitted by clause 7.2, changing the terms and conditions of employees undertaking the Shared Service Functions~~
- 9.7.8 Agreeing to provide services to a Council which is not a Partner Council
- 9.7.9 Recommending that the Partner Councils enter into any borrowing or leasing arrangements
- 9.8 In the case of an equality of votes, the person presiding at the meeting shall have a casting vote

9.9 The method of voting at meetings of the Joint Committee shall be by show of hands and on the requisition of any member of the Joint Committee and seconded by one other member of the Joint Committee made before the vote on any question is taken the voting shall be recorded to show whether each member present and voting gave his vote for or against that question

9.10 The names of the members present at the meeting of the Joint Committee shall be recorded

10. Standing Orders

Subject to the provisions of this Schedule the Joint Committee may make Standing Orders for the regulation of their proceedings and business and may vary or revoke any such Standing Orders

11. Sub-Committees

The provisions of this Schedule 1 shall apply mutatis mutandis to meetings of sub-committees as they do to meetings of the Joint Committee

12 Call in

12.1 Any decision or action of the Partnership may be called in for scrutiny by members of a Partner Council. A decision is called in by members of a Partner Council in the same way in which it would call in a decision of that Partner Council's Executive except that:

a) a decision may not be called in after 5 .00 p.m. on the 5th working day after the date upon which the decision is published.

b) a call in of such a decision or action can only be made if the decision concerned affects the Partner Council whose membership wishes to call in the decision or action.

12.2 Once a decision is called in it may not be implemented until the Scrutiny Arrangements of the Partner Council whose membership has called in the decision or action has been completed. Where a Scrutiny Committee or a full Council makes recommendations to the Partnership, the Partnership shall arrange for the decision to be reconsidered in the light of comments made by the executive or cabinet or the Full Council and the final decision of the partnership shall not be subject to call in.

12.3 The call-in procedure set out above shall not apply where a decision or action taken by the Partnership is certified by it as urgent

12.4 A scrutiny Committee must notify the Partnership if it includes in its work programme any aspect of policy development or review relating to the work or functions of the Partnership.

12.5 Where a Scrutiny Committee has formed recommendations on proposals for development a Scrutiny Committee shall prepare a formal report and submit it for consideration by the Partnership.

12.6 The Partnership shall consider the report of the Scrutiny Committee within XX days of it being submitted to the Head of the Shared Service and shall issue a formal response to such a report.

Where any Partner Council member or officer is required to attend Scrutiny Committee, the Chair of that Committee will inform the Monitoring Officer of his own Authority

SCHEDULE 2

FUNCTIONS DELEGATED TO THE JOINT COMMITTEE

- 1 The following functions are delegated to the Joint Committee by the Partner Councils to be carried out on behalf of those Partner Councils subject to the terms hereof:
 - 1.1 The issuing of Council Tax bills and bills for national non-domestic rates and the maintaining of appropriate data bases for those purposes
 - 1.2 The collection of payments of Council Tax and national non-domestic rates ('NNDR') provided that separate Collection Funds shall be maintained in respect of each Partner Council
 - 1.3 Recovery of arrears of Council Tax and national non-domestic rates including making arrangements for payments by instalments and the institution of legal proceedings, including authorising employees of the Host Authority working on behalf of the Joint Committee to appear before a Magistrates' Court
 - ~~1.4 The administration, assessment and payment of Housing Benefit and Council Tax Benefit, including authorising employees of the Host Authority on behalf of the Joint Committee to make determinations, notify determinations, notify determinations of overpayment, review a determination or extension of time for making representations or further review in relation to legislation relating to Housing Benefit and Council Tax Benefit~~
1.4 The administration, assessment and payment of Housing Benefit and Council Tax Reduction, including authorising employees of the Host Authority on behalf of the Joint Committee to make determinations, notify determinations, notify determinations of overpayment, review a determination or extension of time for making representations or further review in relation to legislation relating to Housing Benefit and Council Tax Reduction.
 - 1.5 The issuing of bills for collection of payments and recovery of arrears for Housing Benefit and Council Tax Benefit overpayments, including making arrangements for payments by instalments and institution of legal proceedings
 - 1.6 Writing off of housing benefit and council tax benefit overpayments in accordance with the policies determined by individual Partner Councils under paragraph 3 hereof
 - 1.7 The compilation of all returns to Central Government relating to Revenues and Benefits (save as mentioned in paragraph 3 hereof)
 - 1.8 Administrative and other support services required to ensure that functions set out in paragraphs 1.1 to 1.7 are carried out

~~1.9~~ Determining the terms and conditions of employment (including procedures for dismissal grievances and management structures and all other employee related matters and consultation with employees and unions) in relation to those employees of the Host Authority (and those employees of the Partner Councils who have been seconded to work on behalf of the Joint Committee) wholly or mainly carrying out the functions set out in paragraphs 1.1 to 1.7 above

~~1.10~~ The appointment of a Head of Shared Service (Revenues and Benefits) with responsibility to report to the Joint Committee (such officer to be employed by the Host Authority) who shall be authorised to engage such employees (to be employed by the Host Authority) as may be required in connection with the functions delegated in paragraphs 1.1 to 1.7 above and in respect of which budget provision has been made by the Joint Committee and the Partner Councils

1.10 The Head of Shared Service (Revenues and Benefits) with responsibility to report to the Joint Committee (such officer to be employed by the Host Authority) shall be authorised to engage such employees (to be employed by the Host Authority) as may be required in connection with the functions as delegated in Schedule 5 and in respect of which budget provision has been made by the Joint Committee and the Partner Councils.

1.11 Responding to all requests for information in accordance with the Freedom of Information Act 2000 in respect of the functions delegated to the Joint Committee (whether such requests are addressed to the Joint Committee or any Partner Council)

~~2~~ The functions delegated to the Joint Committee shall be exercised subject to any proposed expenditure being contained in the annual Revenues and Benefits budget approved by the Partner Councils and any proposed activities being within the Business Plan approved by the Partner Councils provided that it complies with the financial regulations and standing orders of the Joint Committee

2The functions delegated to the Joint Committee shall be exercised subject to any proposed expenditure being contained in the annual Revenues and Benefits budget approved by the Partner Councils provided that it complies with the financial regulations and standing orders of the Joint Committee.

3 The following functions and matters shall be reserved to and decided by each Partner Council from time to time; all decisions and policies on such matters shall be notified to the Joint Committee as necessary as soon as reasonably practicable after any such

decision is made and the Joint Committee shall give effect to all such policies and decisions of the Partner Councils in the exercise of the functions delegated to it:

- 3.1 — ~~Calculation of Council tax base~~
- 3.2 — ~~Council tax setting~~
- 3.3 — ~~Collection fund accounting~~
- 3.4 — ~~Submission of benefit subsidy claims~~
- 3.5 — ~~Determination of policy for Council tax and housing benefit claims~~
- 3.6 — ~~Determination of policy for discretionary NNDR relief~~
- 3.7 — ~~Determination of policy for NNDR hardship relief~~
- 3.8 — ~~Determination of policy in respect of second homes~~

3.9 — ~~Determination of policy for write off of bad debts~~

3.1 Calculation of Council tax base

3.2 Council tax setting

3.3 Collection fund accounting

3.4 Submission of benefit subsidy claims

3.5 Determination of policy for housing benefit claims

3.6 Determination of policy for Council Tax Reduction

3.7 Determination of policy for discretionary NNDR relief

3.8 Determination of policy for NNDR hardship relief

3.9 Determination of policy for Council Tax second homes and unoccupied dwellings

3.10 Determination of policy for write off of bad debts

3.9

SCHEDULE 3

COST AND BENEFIT SHARING ARRANGEMENTS

1. All direct and indirect income received and expenditure incurred in connection with the Shared Services will be identified.
2. The Partner Councils will share this income and expenditure using a pre-determined proportion attributable to each Partner Council.
3. ~~The proportions for the Years 2010/2011 and 2011/2012 shall be calculated using the Partner Councils' respective budgets for 2010/2011 as follows:~~

	BDC	IBC	MSDC	Total
2010/11 budgets	£1,368,000	£3,074,000	£756,000	£5,198,000
Proportion	26.32%	59.14%	14.54%	100.00%

4. The Section 151 Officers of the Partner Councils will during September and October 2011 and each subsequent Year, consider the budget requirement for the following Year, taking into account any changes in the caseload, work demand and performance projections in relation to each Partner Council, and make recommendations to the Joint Committee as to the appropriate proportions for sharing income and expenditure for the following Year.
5. The Joint Committee will annually determine the proportions to be used for sharing income and expenditure prior to the start of the relevant Year and will notify the Partner Councils by no later than 1st December preceding the start of that Year.
6. Any changes to the base budget will be shared in the agreed proportions prevailing at the time.
7. The methodology used to identify the proportions for sharing income and expenditure can be amended by unanimous agreement between the Partner Councils.

SCHEDULE 4
DATA PROTECTION

- ~~1. For the purpose of this Schedule, the terms “personal data”, “sensitive personal data”, “processing”, “Data Processor”, “Data Subject”, “Data Controller” and “Recipient” shall have the meanings given to them in the Data Protection Act 1998 (“DPA”) as amended or re-enacted from time to time.~~
- ~~2. Each of the Partner Councils agrees to comply with all applicable provisions of the DPA in respect of personal data for which it acts as a Data Controller. Personal Data will continue to be processed pursuant to the existing Notifications served pursuant to Part III of the DPA in respect of each of the Partner Councils.~~
- ~~3. The Joint Committee shall act as the Data Processor of the Data Controller for the purposes of the DPA and shall only process personal data on behalf of a Data Controller upon the instructions of the Data Controller.~~
- ~~4. To the extent that the Joint Committee processes personal data on behalf of a Partner Council, the Joint Committee:
 - ~~4.1 Confirms that it is not and at all times will not be in breach of any laws of the country in which the personal data will be processed which would prevent it from processing the personal data or would give rise to a liability for the Data Controller and that it has all necessary power and authority to act as Data Processor to the Data Controller;~~
 - ~~4.2 Confirms that it has and will at all material times have in place appropriate technical and organisational measures against accidental or unlawful destruction of the personal data or accidental loss, alteration, unauthorised or unlawful disclosure of or access to the same and adequate security programs and procedures to ensure that unauthorised persons will not have access to the data processing equipment used to process any personal data and that any persons it authorises to have access to any personal data will respect and maintain the confidentiality and security of the personal data;~~
 - ~~4.3 Shall provide the Data Controller at reasonable intervals within 30 days of request with a written description of the technical and organisational measures referred to in paragraph 4.2 above in sufficient detail to enable the Data Controller to determine whether such measures are sufficient to ensure that the Data Controller is complying with the DPA;~~~~

- ~~4.4 — Shall ensure that its programs and procedures described in paragraph 4.2 reflect the level of damage that might reasonably be expected to be suffered by a Data Subject as a result of any unauthorised access and disclosure and that it has and at all times will have specifically addressed the nature of sensitive personal data within such programs and procedures;~~
- ~~4.5 — Shall ensure that it shall only use personal data for a purpose which is authorised by the Data Controller and which is compliant with all applicable laws and guidance;~~
- ~~4.6 — Confirms that it will process personal data only to the extent necessary to perform its obligations under this Agreement and/or as specifically instructed by the Data Controller and that such data will be processed only in accordance with the DPA and any other applicable law;~~
- ~~4.7 — Shall not sub-contract to any third party any of its obligations to process personal data on behalf of the Data Controller unless all of the following provisions of this Paragraph have been complied with:~~
- ~~4.7.1 — The Data Processor has supplied to the Data Controller such information as the Data Controller may require to ascertain that such sub-contractor has the ability to comply with the provisions of the seventh principle of the DPA; and~~
- ~~4.7.2 — The Data Processor has obtained the prior written consent of the Data Controller; and~~
- ~~4.7.3 — The proposed sub-contractor has entered into a contract with the Data Controller substantially upon the terms set out in this Schedule.~~
- ~~5. — Each Partner Council shall co-operate with the other Partner Councils and the Joint Committee to ensure compliance by all Partner Councils with the DPA~~
- ~~6. — The Joint Committee and the Host Authority shall not use any personal data disclosed to it by a Data Controller or an individual solely for its own use or disclose or transfer any personal data or any data derived from personal data (whether or not the same still constitutes personal data) to any third party without the prior written consent of the relevant Data Controller save that without prejudice to any other provisions of this Schedule including paragraph 4.2 each Partner Council shall be entitled to disclose such personal data:~~
- ~~6.1 — To its employees and parties to whom such disclosure is reasonably necessary in order for the Joint Committee to carry out its obligations under this Agreement;~~
- ~~6.2 — To the extent required under a court order provided that such disclosure is made subject to written terms substantially the same as, and no less stringent than, the~~

- ~~terms contained in this Schedule and a Partner Council required to disclose such data under any court order shall immediately upon becoming aware of such requirement serve written notice of such requirement on the Data Controller;~~
- ~~6.3 — Not transfer any personal data to any country outside the UK without the express prior written consent of the Data Controller;~~
- ~~6.4 — Appoint and identify to the Data Controller an individual within its organisation authorised to respond to enquiries from the Data Controller concerning its processing of personal data and will deal with all such enquiries promptly, including those from the Information Commissioner, and in any event within any time frame stipulated by applicable law and will to the extent reasonably necessary co-operate with and assist any Data Controller in ensuring compliance with any Data Subject's rights of data access, correction, blocking, suppression or deletion relating to the personal data and in the defence or management of any enforcement action or assessment by the Information Commissioner;~~
- ~~6.5 — Provide access upon reasonable notice to its data processing facilities, data files and documentation needed for processing of personal data and to permit auditing and / or certification by a Data Controller (or any other duly qualified auditors or inspection authorities) in order to ascertain compliance with this Schedule;~~
- ~~6.6 — Notify the Partner Councils of any provisions in any local law or of any changes in the laws of the country in which personal data is processed which does or could affect the Partner Council's ability to perform its obligations under this Schedule or which does or may give rise to a liability for a Partner Council;~~
- ~~6.7 — Notify the relevant Data Controller when personal data is found to be inaccurate or inadequate for the particular purpose. It will be the responsibility of the Data Controller to correct the data or instruct the Data Processor to amend the data and notify all other Recipients of the data;~~
- ~~6.8 — Co-operate and aid other Partner Councils in respect of any request by a third party for information in accordance with the Freedom of Information Act 2000.~~
- ~~7. — Without prejudice to the indemnities at Clause 14 each Partner Council and the Joint Committee shall indemnify and keep indemnified the other Partner Councils against all losses sustained by any Partner Council in respect of any breach of the DPA or to the extent the same arises as a result of any breach of this Schedule by that Partner Council or the Joint Committee.~~
- ~~8. — Upon termination of this Agreement for whatever reason the relevant Data Processor shall:~~
- ~~8.1 — Cease processing personal data on behalf of the Data Controller forthwith; and~~

~~8.2 — At the Data Controller's option, either forthwith return to the Data Controller all copies of the Personal Data which it is processing or has processed upon behalf of the Data Controller, or destroy and delete from its systems the same within 14 days of being requested to do so by the Data Controller and issue a certificate signed by an authorised representative of the Data Processor certifying that such deletion or destruction has taken place;~~

~~8.31.1 The Joint Committee shall at the request and expense of the relevant Partner Council use its reasonable endeavours to provide that Partner Council with a copy of all data in respect of which the relevant Partner Council is the Data Controller or so much of that data as the relevant Partner Council may request and in such format as the relevant Partner Council may reasonably require.~~Delegations to Officers by the Joint Committee

SCHEDULE 5

EFFECTS OF TERMINATION

- 1 In the event of any one or more Partner Council giving notice to terminate this Agreement in accordance with clause 17 then
 - 1.1 The Joint Committee shall meet within one month of the service of any such notice of termination for the purpose of preparing an implementation plan for the termination
 - 1.2 The Partner Councils shall each act reasonably in co-operating with each other and facilitating the disaggregation of the Shared Service Functions in such a manner (including entering into any transitional arrangements) as to:
 - 1.2.1 Cause the least disruption to customers and to maintain levels of service so far as possible;
 - 1.2.2 Agree arrangements for the transfer of staff and avoid redundancies wherever possible;
 - 1.2.3 Facilitate the transfer of data and records; and
 - 1.2.4 Mitigate costs so far as practicable.

- 2 Save as mentioned in paragraph 3 of this Schedule:
 - 2.1 The Partner Council giving notice of termination (or if there is more than one such Partner Council then each of them in equal shares) shall bear all costs arising out of or in connection with such termination and shall indemnify the remaining Partner Councils against all costs and expenses incurred or to be incurred by them arising out of or in connection with that termination including (without prejudice to the generality of the foregoing):
 - 2.1.1 Costs of redundancy or re-deployment of any staff
 - 2.1.2 Termination of any lease or licence for the occupation of any premises or use of any equipment including ICT hardware or software agreements (all such matters to be at the discretion of those Partner Councils other than have given notice to terminate the Shared Service Functions)
 - 2.1.3 Costs incurred in procuring any alternative accommodation or relocation of any services or staff; procurement implementation or reconfiguration of any equipment, ICT hardware or software reasonably required for the provision of the on-going shared service by those Partner Councils other than have given notice to terminate

- 2.1.4 Preparation, disaggregation and transfer of any data and records
 - 2.1.5 Staff costs and administrative overheads in connection with any of the above (but not including any on-going increased costs of providing the services after the date of termination due only to the loss of economies of scale).
 - 2.2 The Partner Council (or Councils) giving notice of termination shall with effect from the date of termination cease to be entitled to the use of any premises or assets (including the use of any ICT hardware or software) purchased by or on behalf of the Joint Committee for the purposes of undertaking the Shared Service Functions and all such assets shall be the sole property of the remaining Partner Councils absolutely
 - 2.3 Where prior to the date of service of the notice of termination any assets or premises belonging to the Partner Council giving such notice of termination are being utilised for the purposes of the Joint Committee then, notwithstanding the termination of this Agreement, the remaining Partner Councils shall be entitled to continue using such assets or premises for the purpose of the Shared Service Functions on the same terms as previously
- 3 In the event that:
- 3.1 All the Partner Councils agree to discontinue the provision of any Shared Service Functions; or
 - 3.2 Notice of termination has been given in accordance with clause 17.1 and there are not at least two Partner Councils wishing to continue with the provision of that Shared Service Function then:

All costs as are mentioned in paragraph 2.1 above shall be deemed to be costs of the Joint Committee and apportioned amongst all the Partner Councils in accordance with clause 8.7 provided that the costs of providing any new premises or equipment shall be a cost of the individual Partner Council procuring the same.

SCHEDULE 6

LIST OF TRANSFERRING EMPLOYEES

(As at 12 November 2010)

A – Babergh District Council

Senior Revenues Manager	1.00	1.00
Benefits Manager	1.00	1.00
Performance and Improvement officer	1.00	0.80
Benefits Team Leader	1.00	1.00
Advanced Benefits Officer	1.00	1.00
Benefits Officer	1.00	0.73
Benefits Officer	1.00	0.45
Benefits Officer	1.00	0.50
Benefits Officer	1.00	0.49
Benefits Officer	1.00	0.60
Benefits Officer	1.00	1.00
Benefits Officer	1.00	0.34
Benefits Officer	1.00	1.00
Billing Team Leader	1.00	1.00
Senior Revenues Officer	1.00	1.00
Advanced Customer Services Officer	1.00	0.86
Customer Services Officer (Accounts)	1.00	1.00
Customer Services Officer (Accounts)	1.00	1.00
Customer Services Officer (Accounts)	1.00	1.00
Advanced Recovery Officer	1.00	0.80
Revenues Recovery Officer	1.00	1.00
Revenues Recovery Officer	1.00	1.00
Principal Systems Officer	1.00	1.00
Systems Support Officer	1.00	1.00
Revenues Assistant	1.00	0.50
Revenues Assistant	1.00	1.00
Revenues Assistant	1.00	0.50
Total	27.00	22.57

B – Ipswich Borough Council

Revenues and Benefits Manager	1.00	1.00
Team Leader	1.00	1.00
Team Leader	1.00	0.89
Team Leader	1.00	0.94
Team Leader	1.00	0.50
Benefits Officer	1.00	0.83
Benefits Officer	1.00	1.00

Benefits Officer	1.00	0.83
Benefits Officer	1.00	1.00
Benefits Officer	1.00	0.44
Benefits Officer	1.00	1.00
Benefits Officer	1.00	1.00
Benefits Officer	1.00	0.50
Benefits Officer	1.00	1.00
Benefits Officer	1.00	1.00
Benefits Officer	1.00	0.67
Benefits Officer	1.00	0.50
Benefits Officer	1.00	1.00
Benefits Officer	1.00	0.44
Benefits Officer	1.00	0.50
Benefits Officer	1.00	0.54
Benefits Officer	1.00	1.00
Benefits Officer	1.00	1.00
Benefits Officer	1.00	0.88
Benefits Officer	1.00	1.00
Benefits Technician	1.00	1.00
Benefits Technician	1.00	0.83
Benefits Technician	1.00	1.00
Benefits Technician	1.00	1.00
Benefits Technician	1.00	0.67
Benefits Technician	1.00	0.58
Benefits Technician	1.00	0.83
Local Tax Manager	1.00	1.00
Team Leader	1.00	1.00
Account Officer	1.00	0.60
Account Officer	1.00	0.40
Account Officer	1.00	0.50
Account Officer	1.00	0.60
Visiting Officer (C/T)	1.00	1.00
Visiting Officer (NNDR & C/T)	1.00	1.00
Visiting Officer (C/T)	1.00	0.42
Team Leader	1.00	1.00
Account Officer	1.00	1.00
Account Officer	1.00	1.00
Account Officer	1.00	1.00
Account Officer	1.00	1.00
Account Officer	1.00	1.00
Account Officer	1.00	1.00
Team Leader	1.00	1.00
Account Officer	1.00	1.00
Account Officer	1.00	0.50
Account Officer	1.00	0.50
Team Leader	1.00	1.00
Account Officer	1.00	1.00
Account Officer	1.00	0.50
Account Officer	1.00	1.00
Account Officer	1.00	0.60
Senior Overpayment Officer	1.00	1.00
Overpayment Officer	1.00	1.00

Overpayment Officer	1.00	0.42
Team Manager Info & Systems	1.00	1.00
Subsidy & QC Team Leader	1.00	0.78
QC/Technical Officer	1.00	0.58
QC/Technical Officer	1.00	0.89
Training Officer	1.00	1.00
Benefit Officer	1.00	1.00
Technical, Scanning & Admin Team Leader	1.00	1.00
QC/Technical Officer	1.00	1.00
QC/Technical Officer	1.00	0.78
QC/Technical Officer	1.00	1.00
Senior Clerical Assistant	1.00	1.00
Clerical Assistant	1.00	1.00
Clerical Assistant	1.00	0.50
Clerical Assistant	1.00	0.50
Clerical Assistant	1.00	0.81
Clerical Assistant	1.00	0.81
Clerical Assistant	1.00	0.81
Clerical Assistant	1.00	0.58
Admin Assistant	1.00	1.00
Appeals Officer	1.00	0.58
Visiting Officer	1.00	1.00
Visit Admin	1.00	1.00
Visit Admin	1.00	0.67
Total	82.00	67.70

C – Mid Suffolk District Council

Revenues and Financial Assessment Manager	1.00	1.00
Benefits Team Leader	1.00	1.00
Benefit Assessor	1.00	1.00
Benefit Assessor	1.00	1.00
Benefit assessor	1.00	1.00
Benefit Assessor	1.00	1.00
Benefits Assessor	1.00	1.00
Benefits Assessor	1.00	1.00
Benefits Assessor	1.00	0.57
Council Tax Team Leader	1.00	1.00
Revenues Officer	1.00	0.54
Revenues Assistant	1.00	1.00
Revenues Assistant	1.00	1.00
Revenues Assistant	1.00	0.41
Business Rates & Overpayment team leader	1.00	1.00
Revenues Officer	1.00	1.00
Revenues Assistant	1.00	1.00
Systems Officer	1.00	0.86
Subsidy, Appeals, DHP & QC	1.00	1.00
Inspector	1.00	0.60
Admin	1.00	1.00

Admin	1.00	1.00
Visiting Officer	1.00	1.00
Visiting Officer	1.00	1.00
Total	24.00	21.98

Executed as a Deed by the Partner Councils

THE COMMON SEAL of **BABERGH**

DISTRICT COUNCIL was hereunto affixed

in the presence of:

Solicitor to the Council

THE COMMON SEAL of **IPSWICH**

BOROUGH COUNCIL was hereunto affixed

in the presence of:

Authorised Officer

Authorised Officer

THE COMMON SEAL of **MID SUFFOLK**

DISTRICT COUNCIL was hereunto affixed

in the presence of:

Member of the Council

Authorised Officer

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DELEGATIONS TO OFFICERS BY JOINT COMMITTEE – SCHEDULE 4

To the Head of the Shared Services

- 1.1 The issuing of Council Tax bills and bills for national non-domestic rates and the maintaining of appropriate data bases for those purposes.
- 1.2 The collection of payments of Council Tax and national non-domestic rates ('NNDR') provided that separate Collection Funds shall be maintained in respect of each Partner Council.
- 1.3 Recovery of arrears of Council Tax and national non-domestic rates including making arrangements for payments by instalments and the institution of legal proceedings, including authorising employees of the Host Authority working on behalf of the Joint Committee to appear before a Magistrates' Court.
- 1.4 The administration, assessment and payment of Housing Benefit, Discretionary Housing Payments and Council Tax Reduction , including authorising employees of the Host Authority on behalf of the Joint Committee to make determinations, notify determinations, notify determinations of overpayment, review a determination or extension of time for making representations or further review in relation to legislation relating to Housing Benefit, Discretionary Housing Payments and Council Tax Reduction.
- 1.5 The issuing of bills for collection of payments and recovery of arrears for Housing Benefit overpayments, including making arrangements for payments by instalments and institution of legal proceedings.
- 1.6 The compilation of all returns to Central Government relating to Revenues and Benefits.
- 1.7 Administrative and other support services required to ensure that functions set out in paragraphs 1.1 to 1.7 are carried out.
- 1.8 To engage such employees (to be employed by the Host Authority) as may be required in connection with the functions delegated in paragraphs 1.1 to 1.7 above and in respect of which budget provision has been made by the Joint Committee and the Partner Councils.
- 1.9 Subject to the Host Authority's Contract Standing Orders, to enter into contracts which are:
 - (a) Limited to the value of £150,000 in respect of revenue and £250,000 in respect of capital
 - (b) not likely to result in net expenditure beyond the amount remaining for that year under the appropriate budget heading for the proposed contract spend;
 - (c) not contracts for the acquisition or disposal of any interest in land.

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Agenda Item 9

BABERGH DISTRICT COUNCIL

TO: Babergh District Council	REPORT NUMBER: BCa/23/17
FROM: Cllr Alastair McCraw Cabinet Member For Customers, Digital Transformation and Improvement	DATE OF MEETING: 03/10/2023
OFFICER: Samantha Lake, Corporate Manager Customer Operations and Elysa Dale, Cost of Living Coordinator	KEY DECISION REF NO. CAB440

COST OF LIVING: REVIEW OF 6 MONTH PLAN AND BEYOND

1. PURPOSE OF REPORT

The Report aims to provide the following:

- 1.1 A summary of the work undertaken on the Cost of Living Action Plan (phase 2) over the last six months, following the last progress report provided to Cabinet in December 2022.
- 1.2 Context and background regarding the changing landscape of the cost of living crisis, alongside reflection on the progress made.
- 1.3 A summary of the phase 3 action plan and proposed way forward for the future focus of cost of living.

2. OPTIONS CONSIDERED

Option 1: To consider ending our co-ordinated and locally focused approach to the Cost of Living crisis, and to rely only on co-ordinating and promoting any national government support going forward.

Option 2: To note the phase 3 Cost of Living Action Plan and continue with six monthly updates to the plan going forward, which focus primarily on relieving and preventing crisis for those households who have been acutely impacted by the increase in the cost of living, but which does not seek to develop a long term, preventative, approach to addressing and preventing poverty across the districts.

Option 3: To note phase 3 of the Cost of Living Action Plan and endorse the commitment to develop a longer term approach to preventing poverty which seeks to understand the underlying drivers of poverty across both districts at a hyper local level through continued work with internal and external stakeholders and to include wider engagement with Town and Parish Councils.

3. RECOMMENDATIONS

- 3.1 To note phase 3 of the Cost of Living Action Plan and endorse the commitment to develop a longer term approach to preventing poverty which seeks to understand the underlying drivers of poverty across both districts at a hyper local level through continued work with internal and external stakeholders and to include wider engagement with Town and Parish Councils.

REASON FOR DECISION

The Cost of Living Action Plan is a proactive response to the quickly changing nature of the cost of living crisis and has been developed in partnership with internal and external stakeholders to ensure a holistic approach.

Our approach must continue to work across systems to consider the needs of our residents and the work being delivered across our organisation and by partners. Failure to sufficiently coordinate our approach risks missing opportunities to work more efficiently and in a way which reduces duplication and will mitigate gaps in support for the most vulnerable.

Equally, while the delivery of support to residents experiencing crisis is crucial at this time of heightening financial pressures, we are mindful that it would be prudent to balance crisis support with the need to work more preventatively. Without comprehensive work to understand and address the underlying drivers and mitigations of poverty across our districts, we cannot sustainably equip our communities with the tools they need to remain resilient to economic shocks in the longer term.

4. KEY INFORMATION

Background; a reflection on the evolution of the cost of living crisis so far

- 4.1 The pressures of the cost of living crisis continue to impact on our communities. Since our last update to Cabinet, we have seen a continuation of many of the key issues highlighted in our previous reports as well as new challenges.
- 4.2 Nationally, despite falling from a peak of 9.6% in October, CPIH inflation remains high at 6.3%
- 4.3 The high cost of essentials continues to be of concern and is placing additional pressure on household budgets. The 12 month CPIH rate for food and non-alcoholic beverages in March 2023 was 19.2%, the highest rates seen for over 45 year. We are slowly seeing rates decline, now sitting at 13.6%, however many cupboard staples continue to see sharp increases in price such as sugar, cooking oil and basic fresh fruits and vegetables.
- 4.4 Housing costs continue to add to the financial strain, with July seeing a record 5.3% increase in costs across the privately rented sector compared to the previous year. Alongside this, there has been no increase to the Local Housing Allowance for those who rely on benefits to pay their rent. Mortgage interest rates continue to rise sharply

as a result of increases to the Bank of England base rate, leaving lower income homeowners concerned about the prospect of managing drastically increasing mortgage costs.

- 4.5 While inflation rates for gas and electricity have stabilised since our last update, the Energy Price Guarantee has now come to an end and prices continue to rise, albeit at a slower pace. The milder weather seen over the summer months has temporarily reduced pressure on households, however as we move into the winter many will again be concerned about how they will heat their homes, particularly those on prepayment meters. National Energy Action now estimate that 6.6 million households are in fuel poverty compared to just over 4 million in October of 2021.
- 4.6 The cumulative impact of the increased cost of these essentials is that the crisis is being felt more acutely by those households on the lowest incomes, for whom essentials make up a higher proportion of their budget. As the crisis continues the long term financial repercussions for these households worsens.
- 4.7 National Citizens Advice have reported that the cost of living crisis is now becoming a debt crisis, with over half debt clients now being in a negative budget after only essential expenditure. Their report identifies an increase in the number of working people in negative budgets, of debt clients who are working full time, 40% were in a negative budget. This figure increases to 60% for self-employed people.
- 4.8 Locally, Citizens Advice have continued to report high levels of debt advice and crisis support. Sudbury & District Citizens Advice advised on a record level of debt issues in June '23, while March saw the highest ever recorded month for charitable support, foodbank referrals and Local Welfare Assistance, and well as a record month for benefits advice.
- 4.9 Sudbury Storehouse continue to see high levels of food parcel referrals, which cannot be matched by donations alone. The foodbank makes regular use of the supplies available through Saxon House in Ipswich (funded by Suffolk County Council) to top up provision in order to continue to provide support. The food bank saw a notable drop in referrals following the cost of living benefit payments in May. Unfortunately, this was short lived, with referrals increasing sharply again in June, however this does evidence the role that payments such as these can play in supporting food networks at a local level, particularly at such a vulnerable time.
- 4.10 Our call centres also noted a reduction in calls related to the cost of living crisis following the cost of living payments in May, with calls dropping from an average of 114 per month to only 53 calls in May. This trend continued through to July however as we moved into the summer holidays the number of calls increased again, with August seeing 70 calls related to the cost of living.
- 4.11 The Household Support Fund and Local Welfare Assistance continue to provide invaluable support to those households who find themselves in crisis. Local Welfare Assistance, which is administered by Suffolk County Council, has seen an average 164% increase in applications each month compared to the previous year, while the third round of the Household Support Fund received over 500 hundred applications between October '22 and March '23. Since reopening at the end of July the Household support fund has continued to see a steady stream of applications from a wide range of housing tenures, indicating a wider awareness of the support available. Citizens Advice have advised that cash support such as this is a key factor in reducing

the strain on foodbanks and other charitable support, as noted above with regards to cost of living payments.

4.12 January saw a record 79 homelessness applications taken by the Housing Solutions team with March following closely behind with 76. During Q1 of this financial year Babergh took 181 applications, a 31% increase on last year. The leading cause of homelessness in the district was the ending of a private rented tenancy, primarily due to the landlord wishing to sell the property, further contributing to the shrinking of our private rental sector as laid out in our previous report. We have also seen an increase in homelessness due to domestic abuse the district, Q1 '23 taking 23 homelessness applications as a result of abuse, a 92% increase compared to the previous year.

4.13 Whilst we have not seen a significant increase in the number of council tenants behind in their rent, we continue to note an increase in the gross level of arrears across all accounts (approximately 11% depending on the date of sample), which suggests that those tenants who are falling behind are experiencing a deeper level of debt. We are also mindful that some tenants have accessed support through the Household Support Fund, and as a result this may have had a mitigating effect on the number of households behind in their rent.

5. A review of the work achieved in the last six months:

5.1 We have presented this work under the key headings agreed as part of the phase 2 plan implementation, these were:

- Maximising income
- Accessing advice
- Food insecurity
- Fuel poverty
- Health and wellbeing

5.2 These areas were further broken down by relieving crisis and some medium term activities. Some of the work that has been undertaken in the last 6 months has been summarised by these key headings in the report below.

6. Maximising income

6.1 £50,000 has been delivered to 41 tenants through the 3rd round of the Household Support Fund, the 4th round of the fund has recently opened with 44 applications made as of the 31/08/23, and 10 payments committed thus far. All applicants are assessed by a trained Financial Inclusion Officer. This has provided the balance between tackling the immediate crisis, whilst the financial inclusion officers provide longer term budget support and signposting to help families feel more in control of their finances.

6.2 Council Tax Reduction was increased to 100% for low income households, following a consultation exercise over last year. This change particularly supports those claiming Universal Credit (UC) where possible fluctuations in earnings previously

created additional pressure and uncertainty, as awards would require frequent recalculations and lead to possible arrears.

In addition to this, all households with a remaining liability after Council Tax Reduction had been applied, received an additional £75 off their bill. Through this an additional £140,710.00 has been distributed to lower income households in Babergh.

- 6.3 Communication campaigns across multiple channels have promoted the financial support and advice available. The campaigns, generated over 1m 'opportunities to see', with campaigns carried out regarding the following support:
- Energy Bill Support Scheme (EBSS) and Alternative Fuel Payments (AFP) alternative funds
 - Support available from Household Support Fund (HSF) and Local Welfare Assistance (LWAS)
 - Reliable sources of information and advice, for example organisations such as Citizens Advice and our webpages.
- 6.4 The communications campaigns were sent in various formats including, media releases, radio interviews, direct mail to schools and landlords, as well as social media campaigns to promote these schemes across the district.
- 6.5 In addition, information was sent to owners of empty properties across the districts to raise awareness of the option to let a property through our Central Suffolk Lettings team and their Rent Guarantee Scheme. This scheme seeks to help homeless households secure accommodation in the private rented sector, through financial incentives and by acting as a guarantor for their rent. 48 properties were let through the 'Rent Guarantee Scheme' in Babergh last year, with a further 10 since April 2023.
- 6.6 Last financial year Financial Inclusion Officers processed 226 referrals for households experiencing financial difficulties and supported them to access £78,808.29 in additional income through benefits and income maximisation. Since April a further 58 referrals have been received and £37,952.60 accessed.
- 6.7 Last financial year £86,438 was awarded through Discretionary Housing Payments (DHPs) to 108 households who were struggling with the cost of their rent. Since April a further 65 households have been supported with £57,727.06. Support from DHPs have been highlighted often through our targeted communication campaigns and print media.
- 6.8 Following grants from Public Health, Sudbury & District Citizens Advice advised over 320 people on their entitlement and supported 39 who needed assistance to make an application.
- 6.9 Sudbury & District Advice saw a 136% increase in debt issues last financial year, advising on over 4300 issues. Since the new financial demand has continued to increase, with June seeing the highest number of debt issues on record for the Sudbury office. In recognition of the increasing demand for advice Citizens Advice offices received a 30% uplift in their funding to assist with the continued delivery of debt advice.

- 6.10 Working in partnership with West Suffolk and Ipswich Borough Councils, our economic development team have now jointly commissioned Lapwing, to provide dedicated support to young people who are not in employment, education or training via their Minding The Gap (MTG) Local project. Lapwing Education are an alternative education provider who support young people with additional needs. This new service provides one to one support, as well as courses and group sessions to break down barriers to education, employment and training opportunities. The service has supported 12 people so far in Babergh, with increased participant numbers anticipated over quarter two, building on engagement with this hard to reach cohort. This is alongside recruitment fairs which were held in July in Sudbury to promote opportunities for local employment across the district.
- 6.11 The need to support the financial resilience of our communities in the face of the cost of living crisis has underpinned our grant allocations this year. Grant windows have been spread across the year to enable us to be more responsive to the needs of our communities, while our Resilience Fund provided £51,901.68 in financial support to grass roots organisations who were hit with higher costs last winter. All organisations who apply for funding are signposted to other support which may also be available to them such as through Suffolk Community Foundation or Community Action Suffolk, to help build financial resilience across our local VCSEs.

7. Accessing Advice

- 7.1 Comprehensive cost of living webpages which link households up with key support and information have been created and kept up to date, with over 1100 views to our cost of living site so far.
- 7.2 Cost of living sessions for all staff were delivered with 45 attendees, and additional targeted sessions with customer service and housing teams have also been carried out to ensure front line teams felt upskilled in the support available to those experiencing hardship.
- 7.3 Cost of living resources were also provided to tradespeople to help signpost/refer tenants to support, providing earlier support to individuals and families.
- 7.4 23 people have been supported through digital inclusion sessions in Babergh, these are one to one sessions which have been delivered by our Digital Skills Officer in sheltered accommodation and selected libraries across the Babergh District. Following their session one customer providing us with the following feedback:
- “Thank you SO MUCH for all your help at yesterday afternoon’s ‘tutorial’ of my smartphone. I came away feeling positively optimistic, not a feeling I have experienced much since I bought it. Using the Samsung Health app you found was there for me already, I counted my steps back home, it told me how many calories I had burned during this, exertion and the distance. I played around with it late yesterday and this morning getting it to identify plants in my garden even though I knew what most of them were.”*
- 7.5 Housing Solutions accepted 627 homelessness applications in 2022/23 in Babergh, the team were able to successfully prevent homelessness in 144 cases and used their discretion to provide financial support to 57 households through the homelessness prevention fund. All homelessness applicants receive advice and support to help prevent or relief their homelessness. A further 181 applications were

taken during Q1 2023/2024, with 50 successful preventions. An additional 20 households have received financial support through the prevention fund since April, totalling £15,353.02.

- 7.6 We are continuing to scope the need and development of financial capability sessions to build financial resilience in households impacted by the current crisis. We are conscious that partners such as Suffolk Libraries and Suffolk County Council are also developing initiatives, and Citizens Advice in Mid Suffolk are working with households to gain insight into the lived experience of their clients. We will be looking to work with our partners to ensure our approach is coordinated, embraces co-production and reduces duplication.

8. Food Security

- 8.1 We have engaged with 40 different community organisations as part of our work with the Independent Food Aid Network to produce a comprehensive signposting leaflet. The leaflet aims to help households experiencing food insecurity to find support in their area to access advice, support and boost their income. The leaflet is due to launch shortly and will be available in a number of foodbanks, pantries and pop up shops across the district.
- 8.2 We have engaged with our local communities to better understand the hardship support and crisis food provision across our district, with 18 foodbanks, pantries and pop up shops mapped and this information shared with staff and partners such as Citizens Advice and Suffolk InfoLink to improve awareness of the support available for our households.
- 8.3 Our communities team again delivered Family Fun Days throughout the summer holidays as part of the Holiday Activities and Food (HAF) Programme. Fun days were held in Sudbury, Shotley and Hadleigh. The days provided 83 picnics as well as vouchers to families, and activities for over 100 children and young people. 100% of attendees advised they would return again next year. In addition to the Fun Days the HAF programme has provided a range of free activities and food support to low income families during school holidays throughout the year, increasing access to recreation and health food. Throughout the summer and Easter holidays, activities were attended by over 617 children.
- 8.4 We recognise the increasing strain being experienced by foodbanks and pantries across our districts as demand continues rise. Community Action Suffolk have now been commissioned to deliver a Food Network Coordinator Role to strengthen links between these operations at a hyper local level and increase sustainability. This is part of a wider Suffolk initiative to allow us to work collectively to support community food projects, as well as use our community intelligence to offer specific local interventions. The role will work to improve communication between food projects, advise on governance and link in with other organisations to help projects become more sustainable. The role will work with communities to stimulate new food projects in areas of need and reduce food insecurity.

9. Fuel Poverty

- 9.1 A total of £43,257.88 was provided to 30 VCFSE's through winter warmth grants across Babergh, to help provide warm spaces and reduce social isolation over the winter months. All warm spaces were linked in with the Rural Coffee Caravan for

support and added to their map of warm spaces, to help local people find support in their area. Over 1190 people attended these warm spaces across the winter, with groups reporting a high proportion were accessed by older people who are recognised as being more vulnerable to the impact of cold homes. The grants enabled community groups to continue to stay open and provide free support for their communities at a time of rising costs.

- 9.2 A Fuel Poverty Toolkit was developed to help staff identify the support available for households, and facilitate intervention at an earlier stage. This was rolled out to staff in June, and also provided more recently to Councillors, with an opportunity to provide feedback to ensure we continuously develop and update the information. Since launch the toolkit has had over 600 views. We will also look to identify opportunities to measure the impact of the newly introduced toolkit.
- 9.3 We have promoted Community Action Suffolk's Community Oil Buying Scheme through our website and via targeted email alongside information on other support available for those households who rely on alternative fuels, as well as in our Fuel Poverty Toolkit for staff and Councillors.
- 9.4 Through our work with the Suffolk Climate Change Partnership, Babergh and Mid Suffolk District Councils provides funding to Warm Homes Suffolk. The scheme provides advice and support to help households access Government grants to improve energy efficiency and reduce fuel poverty for private tenants and owner occupiers. We have promoted this support across our webpages, Fuel Poverty Toolkit and in our targeted communications, as well as in briefings to staff and health partners.
- 9.5 Following assessment of our housing stock earlier in the year, building services are moving forward with a programme of works to improve the energy efficiency of our housing stock through cavity wall insulation and loft insulation top up. Aran Insulation have now been contracted to deliver the works which are due to start this month and will target properties with the lowest EPCs.

10. Health and wellbeing

- 10.1 Many of the actions throughout the report have supported with the health and wellbeing impacts of the cost of living crisis, however some of the progress from our action plan includes:
- 10.2 Last financial year 109 households received support from our dedicated Domestic Abuse Link Worker, with a further 58 since April. Our Link Worker operates across the organisation and with external partners, helping survivors of domestic abuse to navigate the various agencies and systems, and access the additional support available to them.
- 10.3 In addition, we actively supported the White Ribbon Campaign in November 2022. This year's campaign fell on the same week as the start of the FIFA men's World Cup. Partners joined the national campaign which encouraged people to come together and start playing as a team to end violence against women and girls -That's #THEGOAL. Activities included engagement events across the districts, social media messages, staff were given the opportunity to sign the White Ribbon Pledge and attend a lunch and learn session designed to raise awareness around domestic abuse, which 62 members of staff attended.

- 10.4 Babergh and Mid Suffolk have now increased from 10 to 37 members of staff trained as Domestic Abuse Champions to help support victims and survivors of Domestic Abuse and make referrals to external agencies that specialise in Domestic Abuse. In November 2022, the council launched an internal dedicated domestic abuse network designed to develop a strong internal approach to domestic abuse- empowering staff from a range of services to work together to enhance and share best practice.
- 10.5 We also recognise the impact that the cost of living crisis will be having on the wellbeing of many of our staff. Our Cost of Living webinar for staff highlighted the support available for to look after their wellbeing during times of financial stress, including information on our financial wellbeing pages and employee assistance programme and various other employee benefits. In response to the follow up survey which found that employees would appreciate more information on budgeting support, a further webinar was delivered with the Money Advice and Pensions Service. HSBC's Cost of Living sessions have been widely promoted in Working Together and on our cost of living Connect page.
- 10.6 We have scoped the feasibility and benefit of increasing opportunities for communities to grow their own produce. Learning suggests that more sustainable models utilise existing community assets and networks to create links between local growing groups and local food pantries. This is something we will therefore be considering alongside the work of the Food Network Coordinator and Suffolk County Council's Food Security Plan for Suffolk, which will look to strengthen the local food economy and relationships between outlets and producers, tapping into local assets to grow sustainably.
- 10.7 Our assistant manager for Health, Wellbeing, Sports and Leisure has worked closely with health partners and leisure providers to extend the scope of social prescribing referrals, to give participants access to activities, clubs and exercise programmes via a referral to help them stay physically active and improve overall wellbeing.
- 10.8 Our Private Sector Housing team have provided £35,061.99 in financial assistance to 10 households to improve the condition of their properties, ensuring that everyone is able to live in good quality housing which safeguards their physical and mental wellbeing.

11. The phase 3 cost of living plan

- 11.1 There has been significant learning throughout the last 12 months delivery. Phase 3 of the plan continues to focus on the key areas of support identified in phase 2, with focus on continuing to deliver crisis support, as well as recognising the need to develop a longer term approach. Some of the key areas of focus, as seen in the phase 3 action plan are:
- Continued delivery of the housing costs support through the Household Support Fund as part of the continuation of responding to the crisis.
 - Continued communications campaigns and awareness sessions for operational staff to ensure everyone is able to support our residents with cost of living challenges.
 - Working with The Good Things Foundation to reduce digital exclusion for homeless households.

- Continue to deliver digital exclusion sessions across the districts, particularly in areas of increased deprivation. While working in partnership to undertake digital inclusion asset mapping to understand the gaps and provide joined up support with partners.
- Piloting a referral system for those on lower incomes to be passported to social water tariffs to increase uptake and maximise income for low income household.
- Supporting food networks across Babergh and Mid Suffolk through the Food Network Coordinator, leading to improved and more consistent access to support and increased sustainability across our pantries and foodbanks.
- Delivery and promotion of further community grants for VCFSEs which mitigate the impact of the cost of living crisis.
- The implementation of an employer supported volunteering scheme to deliver positive impacts for both the Councils and local communities.
- Support for social enterprises to help the sector grow sustainably and thrive, through the commissioning of Community Action Suffolk.
- Social prescribing provision in schools through commissioning of The Mix will increase access to recreation and opportunities for young people, particularly those in low income households.
- Working in partnership with Feel Good Suffolk to support adults to live healthier for longer, with focus on low income and hard to reach cohorts through a Core20PLUS5 approach.
- Supporting access to services through increased community transport in rural areas.
- Projects which support retrofitting in the private sector and for council tenants.

12. The future focus of the cost of living action plan

- 12.1 We have now delivered 12 months of cost of living activities and created 3 action plans which take us to 18 months of cost of living delivery. We now wish to consider how we broaden our approach to address longer term drivers of hardship, and how we align this with pre-existing strategies, to embed a shared ambition to prevent poverty.

Some key considerations in devising a long-term approach

- 12.2 Working closely with Town and Parish Councils to understand more about hyper local issues and how we can work collectively to address these, while increasing awareness of support within our communities.
- 12.3 Work with key VCSFE organisations to understand more about lived experience of hardship, ensuring we collaborate with Citizens Advice (who have started this work) as well as Healthwatch Suffolk to ensure that we work in partnership.
- 12.4 Work closely with Suffolk Libraries as they launch their upcoming digital inclusion strategy, to ensure we are reducing duplication.

- 12.5 Work in partnership with Suffolk County Council on the preventing poverty strategy to ensure we are working successfully across the system.
- 12.6 Continue to work internally to embed the cost of living priorities across the organisation particularly in light of the refresh of our corporate plan and the social value policy.
- 12.7 Lastly, develop a set of measures to help better articulate the impact of the cost of living work on preventing poverty.

13. LINKS TO CORPORATE PLAN

13.1 This work aligns to the Corporate Plan Vision to have:

“Great communities with bright and healthy futures that everyone is proud to call home”.

13.2 This work aligns to all the corporate plan strategic priorities.

14. FINANCIAL IMPLICATIONS

The Phase 3 Action Plan does not require additional funding from the Council over and above existing budgets. The team has been maximising the opportunities of external funding, through the Collaborative Communities Board, national government programmes. The team has also been working to use our internal grants process to focus on what is most needed.

15. LEGAL IMPLICATIONS

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

16. RISK MANAGEMENT

16.1 Key risks are set out below and held on the customer Operations operational risk register 008, 009 and 010.

16.2

Risk Description	Likelihood	Impact	Mitigation Measures	Risk Register and Reference*
Those most at risk from the cumulative impacts of the cost of living, do not receive the support.	3	3	Our communication campaigns to help target support where it is most needed. Using our knowledge of local circumstances and communities	Customer Operations 008

			to target our financial support into the VCSE who offer the most support to those at risk	
Support provided to our communities and those in most need is not sufficient, aligned or coordinated	3	3	Maximise our system wide partnership working, internally and externally of the District Council. Aiming to provide targeted support in our localities where we have identified trends and needs. The future aspirations of the cost of living plan, will and also allow us to ensure we are working at more of a hyper local level to understand the impact and work across the system to provide a greater preventative focus.	Customer Operations 009
The impacts of the Cost of Living crisis undermines the wellbeing and resilience of our communities	3	3	Bringing together our existing delivery to support communities and their wellbeing, and focus this effort where we can have the greatest impacts.	Customer Operations: 010

*Name of risk register where risk is currently documented and being actively managed and it's reference number

17. CONSULTATIONS

- 17.1 Portfolio Cabinet Members have been consulted about this work and kept informed as it has been developing and wider Cabinet have been consulted.
- 17.2 Our internal stakeholder group which operates across Housing, Customer Operations, Shared Revenue Partnership, Communications and Communities and Wellbeing and Economic Development.
- 17.3 We have consulted with external partners such as Sudbury & District Citizens Advice, health colleagues, Suffolk County Council and colleagues on the Collaborative Communities Board as part of the Tackling Poverty Subgroup.
- 17.4 The report has been shared with Overview and Scrutiny, and received the recommendation to proceed with option 3 as laid out under 'options considered' without further amendment.

18. EQUALITY ANALYSIS

There is no requirement to complete an Equality Impact Assessment (EIA) currently. The core content of the work is intended to tackle and prevent inequalities and make sure there is no discrimination against the 9 protected characteristics as defined by the Equality Act 2010.

19. ENVIRONMENTAL IMPLICATIONS

While the primary purpose of our cost of living action plan is to mitigate the negative impacts of the crisis on our communities, we feel it is important to align our work with the wider organisational ambitions relating to the environment, and share outcomes where we can. The work to support retrofitting across the district will lead to improved energy efficiency across our own housing stock and in the private sector, and therefore not only decrease fuel poverty, but also reduce carbon emissions.

In addition, through increased community transport provision, improved sustainable travel infrastructure, as well as digital skills support, we can improve access to services for our residents while reducing the carbon emissions associated with independent travel. These co-benefits can particularly support our residents living in rural communities, those with health conditions which affect the way in which they access services, and also lower income households who are less likely to have access to a car.

20. APPENDICES

Title	Location
(a) Cost of living infographic	Attached
(b) Cost of living refreshed action plan	Attached

21. REPORT AUTHORS

Elysa Dale: Cost of living Coordinator
 Samantha Lake: Corporate Manager Customer Operations

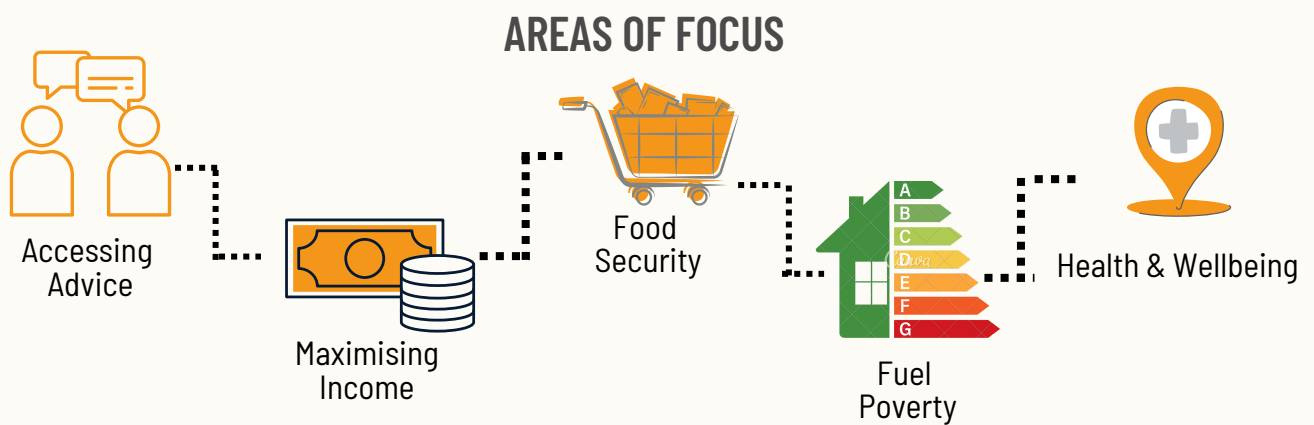
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TOTAL FUNDS DISTRIBUTED SINCE LAST UPDATE

£ 479,759.33

TOTAL FUNDS DISTRIBUTED SINCE PLAN FIRST APPROVED

£5,706,663.20



SUPPORTING HOUSEHOLDS IN CRISIS

Since last update

Foodbanks Mapped

Foodbanks | 3 Pantries | 14

Household Support Fund - Housing Cost Support

51 Households | £60,000

Alternative Fuel (AF) Payments

438 Applications Paid | £87,600

Energy Bill Support Scheme (AF) Payments

242 Applications Paid | £96,800

Warm Spaces: Winter Warmth Grants

27 VCSEs Supported | £43,257.88

New Resources for Staff

New cost of living Connect pages, a Fuel Poverty Toolkit, and webinars for staff launched.

Cost of Living Webpages

Views 900+

Communications Campaigns

Cost of living campaigns across web, print and targeted email.

Opportunities to see generated 1,000,000+

Since plan first approved

Homelessness Prevention Fund

77 Households | £56,147.94

Discretionary Housing Payments

173 Households | £144,165.06

Domestic Abuse Support

109 Households, inc 67 families

Free activities for low income families (HAF)

7419 activities

Homelessness Preventions & Reliefs

245 Prevented | 65 Relieved

Financial Inclusion Support & Funds Secured

284 referrals received | £116,760.89

BUILDING COMMUNITY RESILIENCE

Digital Inclusion Support

18 Sessions | 23 users

Additional Council Tax Support

Ctax Support £118,445.83
Transitional Protection £21,753.74

Resilience Grants for VCSE's

13 VCSEs Supported | £51,901.68

NEET Support for Young People

12 Individuals Supported

Affordable Private lets through CSL

58 New Affordable Tenancies

Private Sector Renovation Grants/ Loans

10 Households | £35,061.99 Awarded

CASE STUDY | THE IMPACT OF LOCAL WELFARE ASSISTANCE AND ADVICE

Kindly provided by Sudbury & District Citizens Advice

Anne* is a 61 year old woman who attended Sudbury & District Citizens Advice, she was feeling isolated, suffering from extreme anxiety, depression and struggling to leave her home.

She lived alone in a one bed social housing flat and was struggling to support herself. She had little money to buy food after paying her bills. In arrears with energy payments, she wasn't using any heating. Desperate to manage, she had been paying the minimum against her overdraft and credit card. She had reached crisis point that morning. She had little food in the house, her Direct Debits were due to be taken the next day which would leave her with no money, in addition her kettle had broken that morning and she did not know how she would afford to replace it.

Citizens Advice immediately referred her to Storehouse Foodbank for a food parcel delivery, meeting her immediate need for food.

A Local Welfare Assistance (LWAS) application was made for her as, due to her anxiety, she was unable to make the application herself.

Anne was advised to contact her GP to ask for help with her anxiety and depression, and was also given contact details for the local Community Depot to replace her kettle and possibly get a wardrobe, which she also did not have.

Citizens Advice then considered how they might help her with her household budget. She already received Housing Benefit, Council Tax Reduction and Employment Support Allowance, but not Personal Independence Payment (PIP). Details of the PIP Helpline were given to her along with an application pack to give her further information, support was offered to complete this if needed.

THE IMPACT

Anne felt relieved that she had been able to talk to someone about all the difficulties she was facing rather than having to go to different people for help with different problems.

The LWAS payment went a long way towards easing her current financial situation, giving her a feeling of being a little more in control of her life, at least in the short term. She is going to apply for PIP and return to Citizens Advice for help with this. If successful this will improve her situation in the longer term. When she returns, Citizens Advice will also try to encourage her to pursue help with her debt situation, to prevent this from escalating.

*Names changed to preserve anonymity of participants.

CASE STUDY | IMPROVING OPPORTUNITIES FOR YOUNG PEOPLE

Kindly provided by Minding The Gap Local (MTG)

Sam* self-referred himself onto the MTG Local in January 2023 as a 17-year-old economically inactive young person from Sudbury. He joined the project initially seeking support to get an apprenticeship in plumbing. A Youth Re-engagement Adviser at the SCC confirmed that she had been aware of Sam's NEET status since September 2022.

At the initial sign-up meeting in February Sam advised that his desire was to pursue a plumbing apprenticeship, however he had been struggling to secure this since leaving college. He said he would also consider the construction industry. With the support of MTG Local Sam updated his CV and started to search for an apprenticeship within the plumbing supplies industry.

By March we had encouraged Sam to broaden his options and, as a result, Sam started to look for employment while waiting for an appropriate apprenticeship opportunity to arise. Sam was supported to consider businesses local to him that he might be interested in and he completed an application to a local garden centre as well as other businesses. Sam adapted his personal statement and CV to match the roles he was applying for.

Before the end of March Sam was very excited as he had been offered a job in a Siemens factory. He used the technique that had been modelled to him by his keyworker earlier on that month of looking at a local map of businesses and going through employers' websites until he had found a vacancy that interested him. Sam was offered employment as a Parts Assembler. At the end of his first day he sent a message to his key worker to advise that he had enjoyed his first day and had got on well with his new colleagues.

THE IMPACT

We met up with Sam two weeks after he had commenced work to complete the project exit paperwork. He advised that he was really enjoying his job, he was already exceeding the targets which meant he would receive bonus remuneration. He was excited for the future and was still aiming to enter the plumbing trade but had decided to work to save for driving lessons so he could become more employable.

*Names changed to preserve anonymity of participants.

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Babergh District

Refreshed cost of living action plan

The following principles will apply to the cost of living action plan:

- **We will work in partnership:** we cannot support our residents alone, therefore we need to work across the system, with both our internal colleagues and our external partners, to ensure we are joining up to provide essential support during this time. Using this cross discipline approach, we recognise that we have a collective responsibility to deliver the actions identified to support our residents.
- **We will not leave anyone behind:** we know there are populations who will be disproportionately impacted by the cost of living crisis; such as low income households with children, those with long term health conditions and disabilities, households living in more deprived areas, people from minority ethnic communities, older adults, and those who were already just about managing. We will ensure that support is readily accessible for everyone, using behavioural insights and shared learning from our partnership working to guide our approach, and as part of this will ensure that our support does not discriminate against the 9 protected characteristics as defined by the Equality Act 2010.
- **We will share priorities and outcomes:** we will listen to those VCFSE's at a hyper local level to ensure we are sharing priorities and outcomes and coming together to develop both short-term support, as well as longer term community resilience.
- **We will take an iterative approach:** The challenges of the cost of living crisis are constantly changing, we must therefore be flexible to in order to be as responsive as possible to the needs of our residents, adapting our approach as the crisis evolves and we learn more. .
- **We will use data and insight to determine trends and measure impact:** we will make best use of data obtained through our customer engagements and digital platforms, as well as the valuable insight available to us through our VCFSE spaces and health partners, to identify trends and unmet support needs across the district. This can then be used to shape future initiatives and build a monitoring framework to accurately measure the impact of interventions.



Areas of Focus

Having reviewed the pressures our residents are experiencing as a result of the increases to the cost of living, we have developed the following areas of focus to support our residents.

As part of each heading we have considered the short term support needed to alleviate crisis, as well as interventions which will build community resilience in the longer term.

Maximising Income

With increases to living costs seen across the board it is important that households have the tools they need make their money go further. This can mean accessing emergency financial assistance to alleviate crisis, as well as opportunities to grow household income over the longer term.

Accessing Advice

The cost of living crisis constantly evolving, it is crucial that households are able to access specialised advice to navigate the assistance available and identify solutions to prevent and alleviate crisis. We will be working to embed ownership of the cost of living across all teams, stakeholders and partners, enabling front line staff to identify households at risk and refer for appropriate support.

Food Insecurity and Poverty

High levels of inflation have impacted the cost of food and non-alcoholic beverages over the last 12 months. It is critical that emergency food provision remains accessible to those experiencing crisis, while longer term interventions are explored which would reduce dependency on foodbanks.

Fuel Poverty

Drastic increases in the cost of fuel mean many households in fuel poverty will choose not to heat their homes this winter, leaving them at an increased risk of health complications. Those unable to heat their homes must have access to emergency fuel support and warm community spaces, while longer term support is provided to improve energy efficiency.

Health and Wellbeing

We know that deprivation can negatively impact our physical and emotional wellbeing in numerous ways. With an increased number of households now at risk of hardship due to the cost of living, we must ensure that an array of measures are adopted to safeguard the wellbeing of those at risk.

Maximising Income

	Action		Impact	Service Lead	
Page 99	Immediate Crisis Support	1.1	Distribution of the Household Support Fund (HSF) - Housing Costs Element.	Households in financial hardship will receive adequate advice and support to meet their costs.	Housing
		1.2	Maximise use of Discretionary Housing Payments (DHP) and in cases of exceptional hardship Discretionary Financial Assistance (DFA)		SRP
		1.3	Citizens Advice are funded to provide debt and benefit advice in order to support households at risk of hardship.		Communities
		1.4	Supporting with the distribution of government grants to eligible households.		All
	1.5	Conducting a pilot with support from The Good Things Foundation, which supports households in temporary and emergency accommodation to get online, through the distribution of free data SIM cards.	Homeless households will find it easier to engage with a range of services including advice agencies, healthcare providers, and employment support. As well as be better able to search for housing, manage their money and take part in activities which reduce social exclusion.	Customers	
	1.6	Developing a support package and transitional protection for households in receipt of Council Tax Reduction who are being migrated from legacy benefits onto Universal Credit.	Households will feel more in control of their finances, and will be better able to manage their benefits.	SRP	
	Building longer term community resilience	1.7	Funding interventions which support vulnerable people not in employment, education or training.	People receive support to access opportunities which in the longer term will help to improve their financial wellbeing.	Econ Dev/ Housing
1.8		Delivering a Council Tax Reduction of 100% for eligible households, and simplifying entitlement for households on UC.	Households on a low income receive additional support with the cost of their council tax.	SRP	
	1.9	Grants will be provided to small businesses in rural areas of the district to promote growth, innovation and strengthen our communities.	A stronger and more resilient rural economy provides increased opportunities and services to residents, and mitigates the risks of rural poverty.	Econ Dev/ Communities	
	1.10	Working collaboratively to improve insight on customer vulnerability and holistic debt.	Vulnerable customers are better identified ensuring a coordinated response which better supports those at risk.	SRP	

Maximising Income (continued)

	Action	Impact	Service Lead	
Page 100	1.11	Data and insight; exploring efficient use of data both internally and with Suffolk Office of Data and Analytics (SODA) to better identify areas of need and send out targeted communication and shape interventions at a local level.	Communities receive timely, relevant information and support, which improve their financial wellbeing and take a more preventative approach to poverty.	Customers
	1.12	Commissioning a pilot through Community Action Suffolk which will support micro social enterprises and charities to increase capacity for organisational development, create change in their communities and feel more investment ready.	Social enterprises and charities are given the tools and support they need to grow sustainably, creating more opportunities within our communities.	Communities
	1.13	Piloting an initial trial of a referral system with Anglian Water which would refer households in receipt of Council tax Reduction for reduced water tariffs.	An increased number of households in receipt of council tax reduction will receive support with their water bill to boost their households income.	Customers
	1.14	Building relationships with private landlords through our Central Suffolk Lettings team to encourage properties to be let at an affordable rate, to homeless households.	An increased number of affordable properties in the private rented sector, and increased suitable accommodation for households experiencing homelessness.	Housing
	1.15	Continued use of targeted communications to raise awareness of support to renovate and let out empty properties in the district.	Landlords will be more aware of the assistance available, which may lead to an increase of affordable privately rented properties in the district, and higher awareness levels of our Central Suffolk Lettings offer.	Housing
	1.16	Consider the Income Bands and Contribution Rates in use for the Local Council Tax Reduction (UC) Scheme to ensure that the scheme keeps pace with inflation.	The reduction that customers receive will not be reduced when wages are increased to reflect cost of living pay increases. Income Bands and Contribution Rates will be reviewed annually giving consideration to CPI and other inflationary factors.	SRP

Accessing Advice

	Action		Impact	Service Lead
Page 101	2.1	Communications campaigns will make best use of a range of different channels to target and promote the assistance available to support people.	Increased awareness across our communities of the support available for those impacted by the cost of living crisis.	Comms
	2.2	Webpages are regularly refreshed to provide a hub of information related to the cost of living, and include a digital signposting form to connect people to appropriate advice agencies.		Customers
	2.3	A variety of resources are available to help staff identify the support available to those impacted by the cost of living.		HR / O&D
	2.4	Housing Solutions team will provide advice and assistance to households at risk of homelessness, and in exceptional cases financial assistance.	Households are supported to afford their homes, and referred for further advice where appropriate.	Housing
	2.5	Financial Inclusion Officers will continue to support households who are experiencing increasingly complex issues and are at risk of hardship.	Households will be financially better off following support to budget their money, engage with specialist advice services, and access additional benefits, grants, and charitable aid.	Housing
	2.6	Locality teams will use events and activities such as Family Fun Days run through the Holiday Activity and Food Programme (HAF) to support low income families and promote support and advice services best placed to support with the cost of living.	Children on free school meals and their families will have additional awareness of the support available, and how to access this.	Communities

Accessing Advice (continued)

	Action		Impact	Service Lead
Page 102	2.7	Working with Suffolk Libraries to support with their digital inclusion strategy, and build on opportunities to collaborate to support our residents.	Participants will have a greater degree of digital literacy and will be better able to access support and services to reduce the risk of deprivation and digital poverty.	Customers
	2.8	VCFSE organisations who apply for grant funding will be directed to relevant further advice and guidance from other organisations.	VCFSE organisations have a greater awareness of the advice and support available to them to navigate the cost of living crisis.	Communities
	2.9	Working with Rent Sense to gain deeper insight into our tenants at risk of hardship to enable earlier intervention and a more preventative approach.	Tenants receive appropriate support and are linked in with advice at an earlier stage in order to prevent financial crisis.	Housing
	2.10	Scoping the development of clear best practice policies, alongside guidance documents for staff, to ensure a consistent and supportive approach to rent collection.		Housing
	2.11	Working with community transport providers to improve provision in rural areas.	Households in these areas will have improved access to the services they need.	Environment and Projects
	2.12	Working with partners to broaden our understanding of the lived experience of households in financial hardship, and use this to shape future initiatives which promote financial resilience.	A richer insight into the challenges faced by households in poverty leads to more credible and sensitively delivered interventions.	Customers

Food Insecurity and Poverty

	Action		Impact	Service Lead
Immediate Crisis Support Page 103	3.1	Continued work with the Independent Food Aid Network to distribute signposting leaflets to key community stakeholders which raise awareness of advice and support agencies to those experiencing food insecurity.	Residents experiencing food insecurity across the districts will have an increased awareness of the organisations available to support them.	Customers
	3.2	Continued mapping of crisis food provision across the district, working with Suffolk Infolink to ensure this information is readily accessible to those in our communities.	Households and advice agencies will be better aware of the support available in times of crisis.	Customers & communities
	3.3	HAF programme will provide healthy food for households at risk of hardship, alongside activities which improve cooking skills and offer information on nutrition on a budget.	Low income families will have access to useful information to help them create low cost, nutritious meals.	Communities
Building longer term community resilience	3.4	Procurement of a Food Network Coordinator that will develop relationships with pantries, fridges, and pop up shops, as well as suppliers, producers and retailers to maximise the supply of food across community food projects.	Foodbanks, pantries and pop up shops will be more sustainable, and will have support to navigate the growing demand for their services.	Communities
	3.5	Working with Suffolk County Council to support the development and delivery of a food security plan for Suffolk, using our local insight to influence initiatives.	The food security plan for Suffolk will be reflective of the many communities across the county, and will support our communities to reduce food insecurity and create a more sustainable food network.	Customers & Communities

Fuel Poverty				
	Action		Impact	Service Lead
Immediate Crisis Support	4.1	Staff have access to an internal Fuel Poverty Toolkit which provides an overview of the support available to households in / at risk of fuel poverty.	Staff are able to identify the support available to households and refer to appropriate advice agencies.	Customers
Building longer term community resilience	4.2	Targeting retrofitting support to council tenants in the lowest EPC rated properties, to improve the energy efficiency of their homes.	Eligible households will receive support to improve the energy efficiency of their homes, building financial resilience to future fluctuations to energy prices.	Housing
	4.3	Funding initiatives which improve energy efficiency of properties in the private rented sector and for owner occupiers.		
	4.4	Funding a new Business Innovation Support Scheme which will be able to provide recommendations and grants to businesses to improve energy efficiency and promote long term sustainability.	Businesses are better able to access advice and financial support to reduce their outgoings, innovate and stimulate the local economy, leading to increased resilience for both businesses and employees.	Econ Dev

Health and Wellbeing

	Action		Impact	Service Lead
Immediate Crisis Support	5.1	Supporting those at risk of domestic abuse via referrals to our in house domestic abuse link worker, alongside continued staff training to raise awareness, and partnership working to drive forward change.	Customers identified as being at risk of domestic abuse have access to appropriate support.	Housing & Communities
	5.2	Working with our Organisational Development colleagues to raise awareness of the health and wellbeing support available to staff.	Employees will have a greater awareness of the wellbeing advice and assistance available to them to help them through the cost of living crisis.	O&D & Customers
Building longer term community resilience	5.3	Commissioning 4YP in the delivery of a youth social prescribing initiatives in Holbrook Academy.	Improved wellbeing for young people, an enabling fund will improve the access to opportunities for young people, working preventatively to reduce the impact of income inequality.	Communities
	5.4	Provision of grants and financial assistance to home owners and private sector landlords, which improve properties which are in poor condition, including energy efficiency improvements and adaptations.	Eligible homeowners and private sector tenants will experience improved living conditions, which will impact positively on their physical and mental health.	Housing
	5.5	Shared Revenues Partnership will scope the development of a vulnerable customer policy.	A consistent approach to vulnerable customers is developed with other service areas to safeguard vulnerable households who require a tailored approach to debt collection.	SRP& Housing
	5.6	Introduction of an Employer Supported Volunteer Schemes across both councils will give staff paid leave to take up volunteering opportunities.	Employees will be encouraged to give their time to local organisations, strengthening our VCSE sector at a time when recruitment of volunteers has proved a challenge for the sector. Employees will experience improvements to their wellbeing which are associated with volunteering.	Communities
	5.7	Working in partnership with Public Health and Communities to empower adults to live healthier lifestyles as part of Feel Good Suffolk.	A focus on engaging hard to reach cohorts, including those who economically disadvantaged, as part of the Core20PLUS5 approach will seek to improve health inequalities and support adults to live healthier for longer.	Communities

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Agenda Item 10

BABERGH DISTRICT COUNCIL

TO: Babergh Cabinet	REPORT NUMBER: BCa/23/18
FROM: Leader of Council – Cllr Dave Busby	DATE OF MEETING: 03/10/2023
OFFICER: Arthur Charvonia – Chief Executive Officer	KEY DECISION REF NO. CAB447

CORPORATE PLAN REFRESH

1. PURPOSE OF REPORT

- 1.1 The Council is refreshing its Corporate Plan in line with the new political term and new challenges that face the district. The previous Corporate Plan was adopted in 2019, and there are new challenges and opportunities the district needs to address. This refreshed plan will consider new priorities the Council is seeking to deliver over the next eight-year period.

2. OPTIONS CONSIDERED

- 2.1 Options considered include:

- 2.1.1 Do nothing: proceeding without reviewing strategic priorities. This was not considered feasible as there are new challenges for our districts that the Council needs to respond to.
- 2.1.2 Refreshing the strategic priorities without engaging our stakeholders. This was not considered a suitable option as the refreshed plan would lack valuable insight from the stakeholders the plan is working to improve the district for.
- 2.1.3 Approaching our stakeholders with a 'blank sheet of paper' to determine what our priorities should be, but this was considered likely to lead to less meaningful engagement.

3. RECOMMENDATIONS

- 3.1 To endorse engagement on the emerging vision and strategic priorities as set out in Appendix A.

REASON FOR DECISION

To enable the progression of the refresh of the Corporate Plan.

4. KEY INFORMATION

- 4.1 The refreshed Corporate Plan will set out the new vision and strategic priorities of the Council. To develop the vision and these priorities the Council wants to engage with our communities, businesses, stakeholders and partners.

- 4.2 The State of the District Report for Babergh was considered at Full Council in September, which set out an overview of Babergh using data and insight. This forms part of the evidence-base underpinning this Corporate Plan refresh, identifying the challenges facing the district.
- 4.3 This report outlines the vision and strategic priorities (Appendix A) and sets out the intention to engage our communities, businesses, partners and other stakeholders on the refreshed strategic priorities between October to November 2023 for six weeks.
- 4.4 There will be opportunity to engage on the vision and strategic priorities for everyone. We will be approaching groups that represent seldom heard voices in our communities to ensure we hear from everyone and not just those who are more established in engaging with our Council. We will be working with the voluntary community and social enterprise (VCSE) sector as well as our businesses, partners, Town and Parish Councils and our own staff to explore these strategic priorities.

5. LINKS TO CORPORATE PLAN

- 5.1 The recommendation is to enable progression of the refresh of the Corporate Plan. Whilst the refresh is linked to the previous Corporate Plan, it will review strategic priorities.

6. FINANCIAL IMPLICATIONS

At present, as the proposals are only to consult on emerging strategic priorities there are no financial implications. The budget will be consulted upon alongside the corporate plan refresh, to be presented to Council in February 2024. Financial implications of the finalised Corporate Plan will be considered at the Council meeting when it is presented for consideration.

7. LEGAL IMPLICATIONS

- 7.1 There are no legal implications from this report.

8. RISK MANAGEMENT

- 8.1 Key risks are set out below:

Key Risk Description	Likelihood 1-4	Impact 1-4	Key Mitigation Measures	Risk Register and Reference*
The Councils may not have the capacity to respond to member demands in 2023/24	3	2	Agree refreshed corporate plan, including priorities and outcomes for both councils	SRR011
The joint arrangement between the	2	4	Joint Member briefings	SRR012

two Councils could cease				
Babergh District Council may be unable to react in a timely and effective way to financial demands	3	3	Monitoring and reporting of financial forecast Capital reserves SLT position review workshops Cabinet briefings to review position and budget options Budget approval Internal and external audits	SRRR004BDC
Failure to deliver a revised corporate strategy	3	4	Corporate plan outline and timetable agreed with PLG and SLT in March. Initial conversations with services to identify opportunities for engagement.	Strategic Policy ORR009

**Name of risk register where risk is currently documented and being actively managed and it's reference number*

9. CONSULTATIONS

9.1 Consultation has taken place with Directors and further consultation will take place with all staff and stakeholders as outlined in the above report.

10. EQUALITY ANALYSIS

An Equality Impact Assessment (EIA) has not been completed at this stage as the paper only considers emerging priorities to be considered through further engagement. Further EIA will be required on the final plan. The engagement proposed seeks to work with groups that represent seldom heard voices, which includes groups representing those with protected characteristics.

11. ENVIRONMENTAL IMPLICATIONS

11.1 There are no environmental implications although through the emerging strategic priorities identified there is an opportunity to address environmental issues through the refreshed Corporate Plan.

12. APPENDICES

Title	Location
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(a) Appendix A – emerging Vision and Strategic Priorities	Attached
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13. BACKGROUND DOCUMENTS

13.1 None.

14. REPORT AUTHOR

Jo Hobbs – Corporate Manager – Strategic Policy

What do we stand for?

What drives us is a commitment to partnership and cooperation, exemplified by the make-up of our administration and the way we will work together with our communities, the voluntary sector, business, and our neighbouring councils to respond to the challenges that confront us and help build a sustainable future.

We will listen to and work with communities on the issues that matter most to them, giving them a say on their future. We will also support and empower them to deliver community-based solutions.

1. We will take the lead in responding to the challenge of climate change and protecting and enhancing our natural and historic environments

We recognise the threat climate change poses to the future of our communities and the impact it is having today. We live in a beautiful area, and we must protect and enhance our landscape and our wildlife habitats. Our role will be to bring groups together to develop new solutions, create an environment where these solutions can be put into practice, seek out funding and ensure our people have the new skills that will be needed.

2. We are ambitious for our communities, economy, and young people.

We will support local business, promote inward investment, and help market towns and villages to flourish. We will increase engagement between the Council, business, and schools so that our people will have more opportunities to learn new skills and secure good jobs. We will continue to work to improve access to the services and facilities that support thriving and healthy communities.

3. Strong communities will be built on good housing, wellbeing, and pride in the place we live.

We will prioritise well-designed, affordable homes. We will be there for people struggling with the high cost of living. We will develop pride and aspiration in our places.

Following consultation with all of you, our tenants, other partners, stakeholders, businesses and our own staff we will develop specific metrics to help us and you determine whether we are BUILDING A SUSTAINABLE FUTURE. We also intend to use a combination of five overarching success measures:

- [The United Nations Sustainable Development Goals](#)
- [Thriving Places Index](#)
- Liveability
- Reduction in Carbon Emissions
- Delivery of the Joint Local Plan

How will we do this

What's important	How might we achieve this
<p>We will take the lead in responding to the challenge of climate change and protecting and enhancing our natural and historic environments</p>	<p>Respond to the twin threats of climate change and biodiversity loss. Provide leadership and work with local businesses, charities, and communities to deliver measurable carbon reductions and biodiversity recovery.</p> <p>Encourage through planning policy the building of energy efficient homes and commercial buildings with high insulation standards and low carbon heating systems. Reaching these standards in our Council housing.</p> <p>Empower local communities to develop and deliver solutions to issues that matter to them, whilst being supported by the Council, such as local community energy projects.</p> <p>Halting the decline in biodiversity by a planned programme of tree planting and habitat restoration.</p> <p>There will be zero tolerance for fly tipping, encourage people to reduce their waste by reusing before recycling.</p> <p>Promote greener and healthier forms of travel so people can cycle and walk more, to promote physical and mental wellbeing.</p>
<p>We are ambitious for our communities, economy, and young people</p>	<p>Reinforce our commitment to reaching Net Zero by 2030 by prioritising and promoting the green economy, by championing solutions to retrofitting, renewable energy and green technologies and attracting companies from those sectors to Babergh.</p> <p>Work with schools and further education providers to develop the skills these companies need and help people who want to learn these skills.</p> <p>Develop and promote hubs for higher paid, higher skilled, sustainable jobs.</p> <p>Create an environment where start-ups and social enterprises can flourish and grow.</p> <p>Champion our market towns and villages, helping to preserve their unique character but working with all parties to develop new approaches to ensure they provide the services and facilities that communities want now and in the future.</p> <p>Lobby to bring our infrastructure up to 21st century standards in a way that minimises its impact on our countryside. Ensure that infrastructure is developed to support the needs of our growing population.</p>
<p>Strong communities will be built on good housing, wellbeing, and pride in the place we live</p>	<p>Our guiding principle will be - the right homes, in the right places, seeking to deliver housing that people can afford.</p> <p>Encourage local communities to take up the opportunity of neighbourhood plans to develop a vision for the future of their communities and work with them to ensure the homes that are built are well-designed. Ensure local communities have more say in the future development of their area.</p> <p>Explore partnering with registered providers to help build affordable homes to buy and rent at social rents.</p>

	<p>Explore, using planning policy, how listed buildings can benefit from advances in more energy-efficient and zero-carbon technologies.</p> <p>Explore reducing the impact of the housing crisis and support the health and wellbeing of our residents in partnership with the voluntary sector.</p> <p>Promote attracting visitors to our towns and villages, to see their heritage, character and beauty, ensuring residents support this tourism. Work with communities and voluntary groups to ensure that every part of Babergh is clean and tidy and that we can all have pride in where we live.</p> <p>Follow our commitments to the Armed Forces Covenant.</p>
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Agenda Item 11

BABERGH AND MID SUFFOLK DISTRICT COUNCILS

TO: Cabinets	REPORT NUMBER: BCa/23/19
FROM: Cabinet Member for Environment (BDC) Thriving Towns and Rural Communities (MSDC)	DATE OF MEETING: 3 rd October 2023
OFFICER: Fiona Duhamel, Director for Economic Growth and Climate Change	KEY DECISION REF NO. CAB442

BMSDC ELECTRIC VEHICLE (EV) INFRASTRUCTURE IMPLEMENTATION PLAN

1. PURPOSE OF REPORT

- 1.1 Cabinet are asked to consider the approval of the draft Babergh and Mid Suffolk District Councils Joint EV Infrastructure Implementation Plan.

2. OPTIONS CONSIDERED

- 2.1 Option 1 – To approve this plan which co-ordinates and supports future EV infrastructure roll-out
- 2.2 Option 2 – To decide that such a plan is not required and any such infrastructure growth will naturally result as and when funding opportunities arise

3. RECOMMENDATIONS

- 3.1 Recommendation that option 1 is taken forward and the joint councils' draft EV Infrastructure Implementation Plan is approved
- 3.2 That the completion of the final documentation is delegated to the Director for Economic Growth and Climate Change in consultation with portfolio holders for Environment, Culture & Wellbeing in Babergh and Thriving Towns and Rural Communities in Mid Suffolk.

REASON FOR DECISION

- 3.3 The approval of the EV Infrastructure Implementation Plan will support the councils' future ambitions around the growth of EVs
- 3.4 The EVIIP will support and provide guidance and opportunities for third party investment in the districts, including community organisations
- 3.5 The EVIIP provides a clear plan for generating future investment and makes the case for external funding
- 3.6 The EVIIP supports local and national strategies with the future transition to EVs beyond the life of internal combustion engine (ICE) vehicles.

4. KEY INFORMATION

- 4.1 The UK Government has committed to ending the sale of new petrol and diesel cars by 2030, with all new cars and vans being fully zero emission at the tailpipe from 2035. This is a significant step in the journey towards decarbonising the UK's transport. As outlined in the [Office for Zero Emission Vehicle's \(OZEV\) Taking the Charge EV strategy](#), by 2030 there is expected to be a minimum of around 300,000 public charge points in the UK to support the move from ICE vehicles to electric. Local Authorities will need to play a key role in accelerating the roll-out of the charging network to support residents, businesses and visitors.
- 4.2 In Suffolk, the county council is currently producing an EV Strategy, and the BMSDC EV Implementation Plan is intended to mesh in with this to support and complement it, and enhance it further by identifying sites within the districts which should be considered for installations.
- 4.3 The BMSDC EV Implementation Plan covers how we intend to support the roll out of EV charge points via three different strands:
- How the councils will support community-led roll out
 - How the councils will support private sector/commercial led roll out
 - How the councils will work to install chargers on their own land and where these chargers should be located (if feasible)
- 4.4 To support roll-out ambitions on the councils own land, a GIS mapping tool has been developed in order to identify optimum locations for new charge points.
- 4.5 The GIS mapping tool overlays data about council-owned land, existing charge point locations, and areas where a high proportion of residential properties do not have driveways. The overlaying of this data flags up locations that the councils should further assess with a view to install charge points there.
- 4.6 Initial analysis of the mapping has provided the councils with a 'starting list' of locations (please see section 6 of the draft EV Infrastructure Implementation Plan). As per the narrative of the EV Infrastructure Implementation Plan, this is an initial suggestion list of locations and the GIS mapping tool can be further analysed to find more as and when more roll-out is brought forwards.
- 4.7 Cabinets are asked to approve the general framework and content of the plan, noting that some further tweaks – in response to ongoing stakeholder feedback and in terms of document presentation – will be made ahead of publication.

5. FINANCIAL IMPLICATIONS

- 5.1 The only associated costs in bringing forward the EV Infrastructure Implementation Plan have been officer time.
- 5.2 There are no set costs nor funding attached to the EV Infrastructure Implementation Plan, but the EV Infrastructure Implementation Plan does outline some funding that the councils have already secured for roll-out.

5.3 It is intended that the EV Infrastructure Implementation Plan will be used as a tool to gain further funding for the delivery of infrastructure by providing the evidence needed to advocate for investment from any arising funding opportunities.

6. LEGAL IMPLICATIONS

There are no expected legal implications.

7. RISK MANAGEMENT

The following risks have been identified:

Key Risk	Description	Likelihood 1-4	Impact 1-4	Mitigation Measures	Risk Register and Reference
The EVIIP is not agreed/endorsed by cabinet	If the Cabinet does not approve the EV Infrastructure Implementation Plan, there is a risk that this will adversely affect the confidence that partners, stakeholders and funders have in the plan. It may also have a negative impact on how the councils ambitions and methodology are viewed upon when the EV Infrastructure Implementation Plan is used to support funding bids or advocate for investment.	1	4	Officer recommendation is for cabinet to agree/endorse the plan.	Climate change risk register ST05
The EVIIP raises expectations on delivery and the roll out charge points	The implementation plan is published, but actual roll out of infrastructure does not come to fruition either for some length of time (due to the availability of	2	2	The narrative of the EVIIP makes clear that all delivery is subject to feasibility and funding, and that the suggested locations for installation are initial ideas only, subject to	Climate change risk register ST06

	funding) or at all in certain locations (to feasibility issues – ie., upon further investigation, some sites within the plan are not suitable for EVCP installations – due to power restrictions or availability of space for example)			further investigation and not guaranteed.	
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8. CONSULTATIONS

A draft of the EV Infrastructure Implementation Plan has been shared with relevant officers/workstreams both at district and county council level, the Suffolk Climate Change Partnership Low Carbon Transport Group, Transport East, and the Energy Saving Trust and ZapMap who offer support for local authorities developing EV strategies. These key stakeholders and experts-in-field have been asked to review and provide feedback which will be taken into consideration before a final version is published.

9. EQUALITY ANALYSIS

An EQIA screening has been carried out, and concluded that a subsequent full EQIA is not deemed necessary.

One key principle of the EVIIP, in line with the SCC EV Strategy, is that EV Charging should be accessible and inclusive for all users.

10. ENVIRONMENTAL IMPLICATIONS

Encouraging and facilitating more EV travel will have a positive impact on the local environment and air quality, and is very much in line with the ambitions laid out within the joint councils’ Environment Delivery Plan, Carbon Reduction Management Plan and the Suffolk Climate Change Partnership.

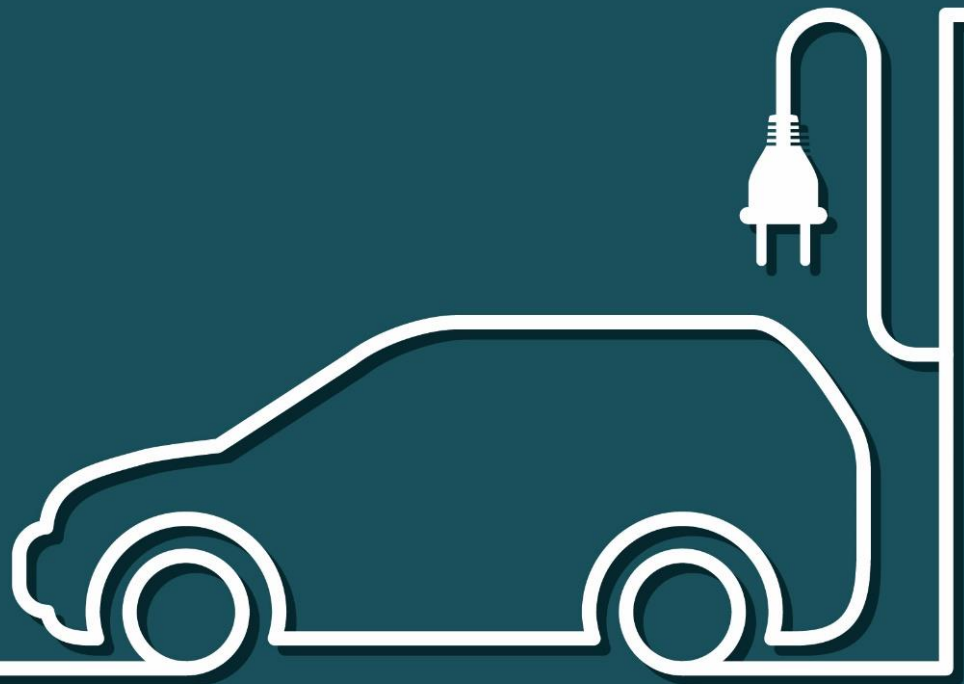
Road transport is a source of both greenhouse gases and air pollutants being responsible for significant contributions to emissions. In 2018, transport accounted for over 35% of Suffolk’s carbon dioxide (CO2) emissions. Low Carbon Transport, such as the transition to EVs, is therefore a key priority set out in the Suffolk Climate Emergency Plan.

11. BACKGROUND DOCUMENTS

- The draft BMSDC EV Infrastructure Implementation Plan

Babergh & Mid Suffolk District Councils

Electric Vehicle Infrastructure Implementation Plan



Electric Vehicle Infrastructure Implementation Plan

Executive Summary

The district councils recognise that the ownership and use of electric vehicles (EV's) is increasing and will become more common place over the coming years, and that the authorities will need to support and enable this with regards to the rollout of EV charging infrastructure. The BMSDC EV Infrastructure Implementation Plan outlines how the district councils will achieve this within three strands; within communities, within in the commercial sector, and by the councils themselves. This includes making recommendations, supported by a GIS mapping exercise, on where the councils should look to install more chargers on land and at properties within their gift, and how the councils will signpost businesses and community organisations to funding opportunities and encourage roll out that provides consistency for end users.

1. Introduction and Context

In 2020, Babergh and Mid Suffolk District Councils (BMSDC) both declared a climate emergency and committed to being net zero carbon by 2030. An objective that will need to be met in order to meet this ambitious target is the uptake of low carbon transport methods, including electric vehicles (EV's). The councils realise the importance of providing EV charging infrastructure at the appropriate pace to support modal shift locally and within the wider transport decarbonisation opportunity.

This is reflected within the councils' emerging Climate Change Resilience Plan, which includes the outcome: "Local residents are more able to transition from internal combustion engine (ICE) cars to EV cars".

It is important to have a strategical approach to the delivery of this, in order to meet this target, and the needs of our communities and visitors.

Data collected within the "Suffolk EV Ready" scoping report, conducted by WSP Consultancy on behalf of Suffolk County Council, regarding projected EV ownership figures also provides evidence that supports the need for sufficient and strategical roll out. Information from this scoping report is referenced throughout this plan as an evidence base.

2. Intended Outcomes of Plan

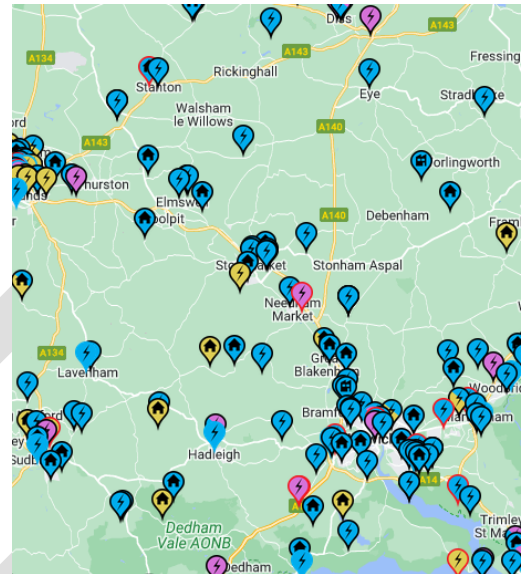
This implementation plan aims to:

- Take stock of current provision and signpost to where the most up to date information on this can be found
- Outline existing mechanisms to secure more provision
- Lay out the projections of our future infrastructure needs
- Calculate the pace of rollout that will be required in the shorter term
- Indicate potential locations for EV infrastructure
- Act as 'toolkit' for council officers on how to write effective funding applications for, and facilitate, infrastructure roll-out
- Support decision making and delivery when funding opportunities arise
- Encourage a consistent and strategical approach to the councils own infrastructure roll-out

- Outline the ways in which the councils will enable community and commercial partners to access opportunities to implement infrastructure at their own venues and places

3. Existing Infrastructure 'Audit'

As of July 2023, there were a total of 52 EV chargers for public use across Babergh (15 of which are rapid chargers) and 36 EV chargers for public use across Mid Suffolk (4 of which are rapid chargers), according to the [Department for Transport's official statistics for EV charging devices](#). This is a snapshot in time, and the most accurate up to date picture on existing publicly accessible infrastructure can be found on [ZapMap](#).



Of these EV charging points, the district councils have been involved in the implementation of, and the ongoing monitoring and maintenance of, the following charge points:

Address	Postcode	No. of EVCP	No. of bays reserved for charging	Type of Charger
Eye, Cross Street	IP23 8AY	1	2	22 kWh
Hadleigh, Magdalen Road	IP7 5EH	1	2	22 kWh
Lavenham, Church Street	CO10 9SA	1	2	22 kWh
Stowmarket, Mid Suffolk LC (Solar Car Ports)	IP14 1LH	6	6	7kW
Stowmarket, Mid Suffolk LC (Solar Car Ports)	IP14 1LH	2	2	22 kWh
Sudbury, Kingfisher LC	CO10 2SU	1	2	22 kWh
Sudbury, Kingfisher LC (Solar Car Ports)	CO10 2SU	8	8	7 kW
Bury Street Car Park, Stowmarket	IP14 1HW	3	6	22kW
Regal Theatre, Ipswich Street Car Park, Stowmarket	IP14 1AY	3	6	22kW
Milton Road, Stowmarket	IP14 1EJ	3	6	22kW
Union Street West Car Park, Stowmarket	IP14 1HW	3	6	22kW
Needham Lakes, Needham	IP6 8NU	2	1	2x 50kW; 1 x 22kW
Cock & Horse Inn car park, Church Street, Lavenham	CO10 9SA	2	4	22kW
Total		36	53	

In addition to list of council installed EV charge points, the council has awarded Community Infrastructure Levy (CIL) funding to fund installations on parish council owned land at various locations throughout the districts.

4. Current mechanisms for facilitating EV Infrastructure roll-out

There are several ways in which the councils are already working to increase EV infrastructure roll-out, ranging from securing charge points within new development, to enabling and supporting community organisations and places in their ambitions to provide infrastructure themselves through the use of CIL funding.

4.1 What BMSDC currently secures through the planning process

When determining planning applications, all developments must provide parking in line with [Suffolk County Council's Suffolk Guidance for Parking](#). This sets out the expectations for when and what should be installed for new development in terms of EV charging points:

“Low Emission Vehicle Parking:

Following on from DfT's recent Road to Zero publication and Suffolk County Council's commitment to make the county of Suffolk carbon neutral by 2030, sufficient provision of electric vehicle charging infrastructure must be made to help meet the governments ambition of all cars and vans being zero emission by 2050. As a result all new developments are required to provide sufficient electric charging infrastructure to cater for the growing demand of electric vehicles in Suffolk.

For residential developments, each dwelling must have the ducting in place to allow a suitable wattage wall charging unit to be installed and connected to a suitable household consumer unit, that has the capacity to charge an electric vehicle and run other household electrical appliances when required by the resident. Commercial developments must provide suitable charging systems for a number of the parking spaces, with ducting and infrastructure in place to install additional charging systems when future demand dictates.

All charging related equipment must be fully compliant with Building Regulations and certified with the relevant British Standards.

Currently SCC do not permit charging points for low emission vehicles to be installed within areas of adoptable highway.”

Planning applications should secure these charging points in line with these standards, for which the requirement for each type of development under planning use classes is set out in [Suffolk County Council's EV Charging Guidance](#).

4.2 What BMSDC Currently Secures through Building Regulations

Building Regulations require EV charging points to be secured for new residential buildings, mixed use and non-residential buildings, dwellings resulting from a change of use, and other building projects including major renovations. [The Building Regulations 2010 Infrastructure for the Charging of Electric Vehicles Approved Document S](#) sets out the regulations that must be met.

The Council does not act as 'Approved Inspectors' (proposed to become Registered Building Control Approvers under a current Government consultation) for all development projects. But for the development projects where the Councils are acting as the Approved Inspectors, EV charging points will be installed in line with the above Approved Document.

4.3 Delivering on funding already secured

Some national government funding, from the On-Street Residential Chargepoint Scheme (ORCS), has already been secured by BMSDC to deliver on-street residential EV charge point roll out. The first phase of these charge points are being delivered throughout summer 2023 across the following car parks:

- In Mid Suffolk - Ipswich Street, Bury Street, Milton Road, Illife Way and Union Street (West) in Stowmarket
- In Babergh - Girling Street and North Street in Sudbury, The Cock Inn in Lavenham, Magdalen Road (Long Stay) in Hadleigh

Further installations at other sites will continue to be delivered by this funding up until the end of March 2024.

The district councils have also secured some additional funding for EV Infrastructure as part of the Investment Plan for Rural Prosperity Fund. This allocation amounts to £105,000 per district which will support up to 35 EV charge points per district over the next 2 years.

In addition, the district council will also support the county council in the delivery of county-wide funding secured through the Local Electric Vehicle Infrastructure (LEVI) fund through partnership working.

4.4 Supporting community roll out with district CIL funding

Community organisations such as parish councils, sports clubs and charities can apply for district community infrastructure levy (CIL) monies to fund EV charge points at their venues. This can help to provide public access charge points at places such as village halls, sport and fitness facility car parks, and community centres. This has already been a successful source of funding for Lavenham Parish Council, for example.

Ideally, CIL funding should be used as part of collaborative spending. In the circumstance that a community organisation have applied for CIL funds for EV Infrastructure but another source of funding is still required, officers can signpost the organisation to Suffolk County Council's ['Plug in Suffolk'](#) grant programme (funded by the LEVI funding referenced in section 4.3), which can contribute to the initial purchase costs of an EV charge point.

5. Requirements for further roll out

5.1: In the short term

The 'Suffolk: EV Ready' report projections on EV car ownership suggest that by 2025, the uptake of EV's will amount to 8,957 EV cars owned by residents across Babergh and Mid Suffolk, amounting to 7-8% of total vehicle ownership. By 2030, this is forecasted to increase to 36,655 EV's owned, amounting to 29-30% of all vehicle ownership.

It is noted that in Babergh, 21.05% of households are reliant on on-street parking, and in Mid Suffolk 17.73% of households are reliant on on-street parking. This demonstrates the need for public use charge points in publicly accessible places.

It is anticipated that in order to meet the infrastructure requirements of the above projections, there should be between 59 and 82 public use EVCPs across Babergh, and between 70 and 98 public use EVCPs across Mid Suffolk by 2025.

By 2030, the requirement forecast increases to between 6 and 10 public use rapid chargers and between 203 and 319 public use standard chargers across Babergh, and between 7 and 12 public use rapid chargers and between 240 and 378 public use standard chargers across Mid Suffolk.

The difference between the higher and lower figures in the projects above reflects the range in the prediction of EV ownership uptake.

The most likely scenario is that in the shorter term delivering the lower figure amount of charge points may be sufficient, but in the longer term, as rates of EV ownership accelerate, more chargers will be needed at greater pace.

Focusing on the shorter term requirements, this means that within the next two years, the aims should be to:

- **Install 29-52 more public use EVCPs in Babergh**
- **Install 49-77 more public use EVCPs in Mid Suffolk**

A large amount of these required installations will be achieved with the ORCS funding referenced in section 4.3. Within phase 1 of this funding, 26 will be delivered in Babergh and 30 will be delivered in Mid Suffolk, all within public car parks identified as being accessible locations for local residents with no driveways.

Phase 2 of the funding, which offers the opportunity to nuance delivery to maximise usage while reaching predicted need, paired with the LEVI funding already secured by Suffolk County Council if needed, will be able to deliver the further 3 EVCPs required for Babergh and the further 19 EVCP's required for Mid Suffolk in order to meet the 'low EV uptake scenario' requirement projections, and potentially more.

5.2 In the longer term

A wider, further forwards looking EV Infrastructure needs assessment has been undertaken by Transport East, which looks to 2025 and beyond. The following table shows the forecasts made in this assessment with regards to demand for public EV charge points across both districts that would require public funding or other support (e.g. these figures exclude the predictions relating to private sector roll-out). Again, the two different scenarios (low and high) are based on EV uptake projections.

District:	Babergh		Mid Suffolk	
Scenario:	Low	High	Low	High
Year:	<i>Predicted EVCP Requirement:</i>	<i>Predicted EVCP Requirement:</i>	<i>Predicted EVCP Requirement:</i>	<i>Predicted EVCP Requirement:</i>
2025	112	169	132	201
2030	217	357	258	422
2035	460	642	545	760
2040	663	793	785	938

6. Indicative/Potential locations for further roll-out

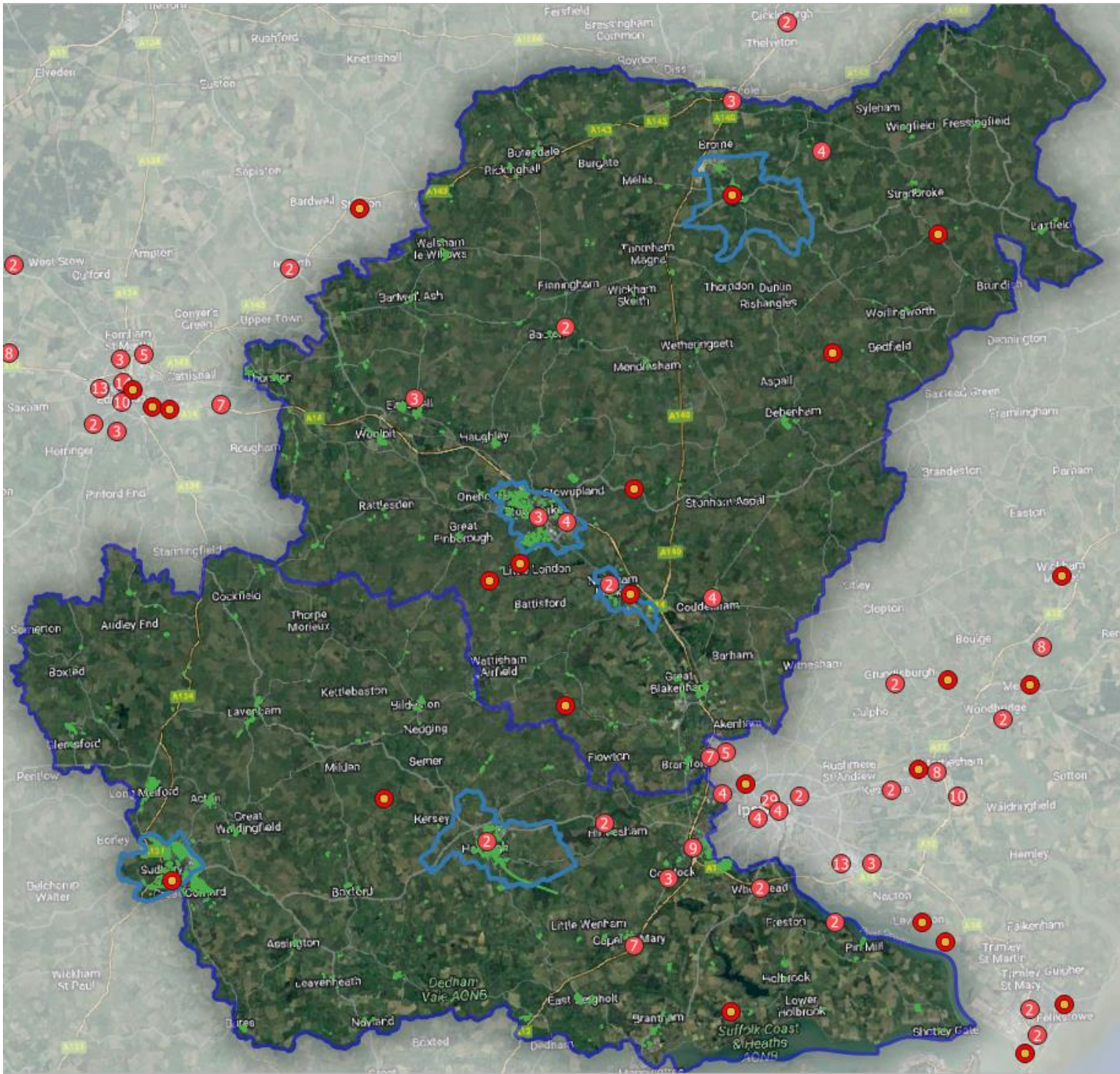
As established in section 5.2, the councils have a vital role to play in providing infrastructure in places that the private or commercial sector are unlikely to cover, to serve residents and visitors as with any public amenity provision.

As noted in section 4.3, funding has already been secured to deliver a large chunk of the short term requirements, focussing on council owned car parks.

Whilst this work is ongoing, some mapping has been developed to help the councils identify some other areas within BMSDC land ownership that may be considered suitable locations for EV charge points.

This interactive mapping, available internally only for officer use, informs us of where across the districts there is:

- Council owned land (including land owned and/or operated by council companies, and council owned land leased to 3rd parties) – *this helps the councils to understand whereabouts EVCP's can be installed and operated by the council without any landowner permission requirements.*
- Council owned property (both commercial and residential) – *this helps the councils understand whereabouts EVCP's can be installed and operated (if required) by the council without any landowner permission requirements.*
- A high proportion of residential properties without driveways - *this helps the councils understand where there may be more of a need for publicly accessible charge points for local residents without the means to install home charging solutions for themselves.*
- Existing publicly available EV charge points – *this helps the councils to understand the geographical spread of where EVCP's have already been installed, to either avoid duplication or to ascertain locations that have existing electricity supply infrastructure should more EVCP's be required in that area.*



Overview Image of the GIS mapping that has been developed in order to assist the identification of potential sites for EVCP installation. Copyright credits:

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 Map Data ©2023 Google, Imagery ©2023 TerraMetrics/CNES/Airbus, Getmapping plc, Infoterra Ltd & Bluesky, Landsat/Copernicus, Maxar Technologies.

The way in which this mapping can be used to identify suitable locations for EVCP installation is highlighted in the below examples. In both examples;

- Areas marked with green hashed lines indicate that this land belongs to Mid Suffolk or Babergh District Council.
- Buildings highlighted in red are owned by Mid Suffolk or Babergh District Council
- Roads highlighted in red indicate that less than 0.5% of the residential properties on that road have access to off street parking (typically a driveway), and the number located next to each highlighted road notes what the percentage of residential properties on that road have access to off street parking (meaning that the lower the number, the fewer properties there are on that street that have their own driveway or designated parking space).
- A red circle with an inner orange circle indicates the location of an existing EVCP

Example area: central Needham Market



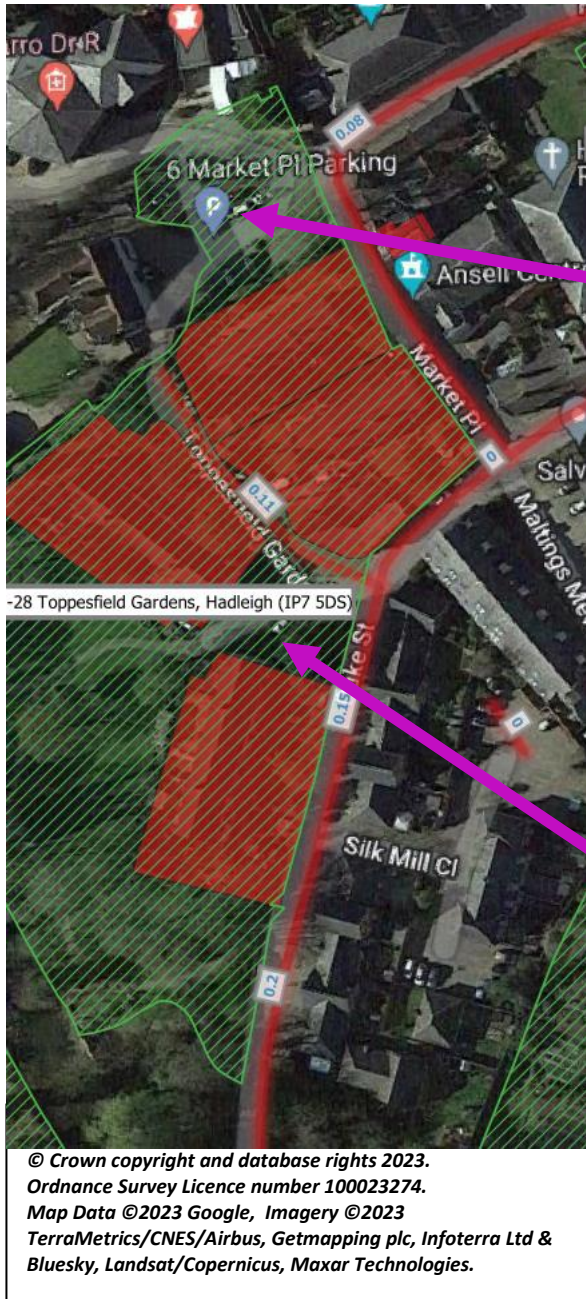
There is council owned land, with potential for parking and EVCP space, adjacent to Needham Market Community Centre. Only a third of residential properties on the nearby road have their own driveway, meaning that two third of hyper-local residents are unlikely to have the space/facilities for at-home EV charging. There are no other public access charge points within a mile’s drive of this location.

Conclusion: this site should be recommended as a potential location for an EVCP installation, subject to further investigation.

There is council owned land, with potential for parking and EVCP space, at Station Yard Car Park. Only a third of residential properties on the nearby road have their own driveway, meaning that two third of hyper-local residents are unlikely to have the space/facilities for at-home EV charging. There are no other public access charge points within a mile’s drive of this location.

Conclusion: this site should be recommended as a potential location for an EVCP installation, subject to further investigation.

Example area: central Hadleigh (west of High Street)



There is council owned land, with potential for parking and EVCP space, in the Market Place car park. Only 0.08% of residential properties on the nearby road have their own driveway, meaning that very few hyper-local residents are unlikely to have the space/facilities for at-home EV charging. The fact that the car park is also used for access to the doctors surgery, market place and town centre also lends itself to town centre destination charging. There is currently only one other public access EVCP within a mile of this location.

Conclusion: this site should be recommended as a potential location for an EVCP installation, subject to further investigation.

There is council owned land, with potential for parking and EVCP space, just off Topplesfield Gardens. Only 0.11% of residential properties on this road have their own driveways, and only 0.15% of residential properties on the nearby Duke Street have their own driveway, meaning that very few hyper-local residents are likely to have the space/facilities for at-home EV charging. There is currently only one other public access EVCP within a mile of this location.

Conclusion: this site should be recommended as a potential location for an EVCP installation, subject to further investigation.

To highlight some more of the places identified via the mapping that appear to be potentially suitable for EVCP installation, with short term and strategic opportunities in mind, it is recommended that the council looks into the feasibility of implementing EV charge points in the following locations:

	Babergh	Mid Suffolk
Standard Charging (suitable for longer charging time or overnight charging)	<ul style="list-style-type: none"> • Topplesfield Gardens, Hadleigh • Land at Meadow Close/Hill Farm Lane, Chelmondiston • Land at Bulmer Road Industrial Estate, Sudbury • Land on the south side of Windham Road, Sudbury (within industrial area parking) • Angel Court, Hadleigh 	<ul style="list-style-type: none"> • Residential parking area at Highlands Close, Needham Market • Parking bays on Thedwastre Close adjacent to Elmswell Park, Elmswell • Parking area within 'land and buildings at Chapel Close', Fressingfield • Wolsley Road, Stowmarket (parking bays for parade of shops) • Cedars Park Community Centre, Stowmarket
Rapid Charging (suitable for short stay parking/parking at destinations)	<ul style="list-style-type: none"> • Hadleigh Pool & Leisure Centre • Land at Meadows Way (between Parkside Pre-School and the Skatepark), Hadleigh • Land on the north side of Angel Street, Hadleigh • Beaumont Park, Hadleigh (car park on land on the east side of Aldham Mill Hill/off Durrant Road) • Land at The Street, or land on the south side of The Street, Capel St Mary • Corks Lane Park/Playground (parking bays off Cork Lane labelled 'Parking for Playground') 	<ul style="list-style-type: none"> • Gateway 14, Stowmarket • Stowmarket Town Football Club • Mid Suffolk Leisure Centre • Chilton Fields Sports Club/Emerging SHELF site, Stowmarket • Needham Market Community Centre • Needham Lake (currently one EVCP already on site, but scope for more). • Car park at Hurstlea Road/Barrett's Lane, Needham Market • Scout Headquarters, Claydon (if vehicle access allows) • Woolpit Play Area/Village Hall (village car park) • The Pennings, Eye (in parking area off Ludgate Causeway) • Wingfield Barns (College Yard, Wingfield, Eye)

It should be noted that this is not an exhaustive list, and also that there is no guarantee that every location listed will be feasible upon further investigation. However, the above list provides suggestions as a starting point. Further analysis of the associated GIS mapping, as and when installation funding is available, will provide further location recommendations beyond this initial list.

In addition to this, it is recommended that the council continues to roll out EVCPs in all district council owned and operated car parks in [Babergh](#) and [Mid Suffolk](#), and that all of these car parks, where feasible, should have a minimum of 2 charge points by 2025.

6.1 Provision of EV Infrastructure within Social Housing stock

Local authorities that own social housing can apply for the EV charge point grant for landlords. This provides grants of up to £350 towards the cost of purchasing and installing a charge point, with up to 200 grants a year available for each local authority.

Additional support is also available for local authorities to help install EV charge points in residential apartment block parking spaces. The EV charge point grant for residential car parks provides grants of up to £30,000 towards the cost of installing EV charge points in such properties.

It is recommended that the district council develop an understanding of EV infrastructure requirements and opportunities at existing social housing stock. An understanding of what this might look like will enable the council to attach costs to this and develop a business case that can be used to apply for funding as necessary.

6.2 Commercial and Community-led Infrastructure

Whilst the councils will play a key role in the roll-out of EV infrastructure on council owned land and assets, local communities and the private sector also have an important part to play in securing good coverage of infrastructure for EV drivers.

Outside of their own land ownership, the councils would recommend and endeavour to support the implementation of EVCP's at any of the following types of venues across the districts where car parking space allows;

- Village halls, town halls and community centres
- Libraries
- Sports and Leisure centres/clubs
- Places of worship and memorial halls
- Privately owned/managed public car parks
- Retail destinations and supermarkets
- Workplaces

Some of the above recommendations will need to be community led, whilst some would need to be led by the private sector.

Of particular importance relevance Babergh and Mid Suffolk, and crucial for EV travel within the district's tourism offer, is the requirement to provide charging infrastructure at visitor economy venues. The below lists highlight some examples of the kinds of local venues that the councils would recommend and endeavour to support the implementation of EVCP's:

<u>Babergh</u>	<u>Mid Suffolk</u>
De Vere House	Haughley Park
The Mill, Sudbury	Oaksmere
Flatford Mill	Retreat East
Kentwell Hall	Thurston Grange
Alton Water	Stonham Barns
Anglia Adventures	Thornham Walks
Anglia Indoor Carting	Mid Suffolk Light Railway

Hollow Trees Farm Jimmy's Farm Kersey Mill RSPB Wolves Wood Hintlesham Hall	Wingfield Barns Needham Lake
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7. **Funding**

There will be a need for significant amounts of funding in order to implement the amount of EV charging infrastructure that it is projected the districts will require. The councils will seek to secure funding for their own implementation ambitions, and also support partners and external stakeholders in securing funding for implementation in other locations.

7.1: Accessing and investing funding for council roll out

Any investment made by the councils for EV infrastructure installation must be accompanied by a business case, including a financial viability assessment, that justifies investment.

Any business case should include:

- Cost of unit
- Cost of installation - it is acknowledged that the costings for installation will vary significantly between different locations, particularly with regards to the need for a suitable power supply. For example, one site may have sufficient power with a suitable output source, whereas another may incur a cost of £30,000 - £40,000 to provide this.
- Costings for the ongoing administration of the EVCP(s), including operation and maintenance contracts and any 'back office' software requirements
- Acknowledgement that tariff levels need to be carefully calculated and set to ensure the charge point remains viable (including consideration made to both revenue income and being a competitive and consistent price for EV drivers) and an estimation of what the tariffs will need to be in order to strike an acceptable balance between those two factors
- The cost of EVCP unit replacement at the end of its lifetime (this is generally considered around 10 years, based on products on the current market)

It is recommended that in order to provide consistency and streamline the resource needed to develop installation projects and programmes, the council develops a 'template' business case which can then be adapted to either the location of desired installation, or for a specific funding opportunity.

A suggestion of what this could look like is included in appendix 2.

An effective business case will also strengthen and supported by applications for external funding.

The majority of investment in infrastructure across the district will need to be funded, or match-funded, by external or government funding.

The councils will continue to pro-actively look for funding streams and opportunities that are open to applications or bids from district council authorities or could be approached with a partnership application (for example if the fund would welcome a bid from the Suffolk Climate Emergency Partnership). The councils will also continue to work with Suffolk County Council to support with bids for funding that only the transport authority can apply for, by inputting district relevant information and evidence and assisting with business cases.

Once funding is secured or allocated, it is recommended that the council seeks advice from the Department for Transport's local government support programme which offers to review council procurement documents before tendering for EV charge points.

7.2: Supporting communities and private sector in accessing funding

The councils will share information on funding opportunities, as well as any intelligence relating to a need or desire for EV infrastructure in particular locations, with relevant organisations and landowners.

8. EVCP Administration and Future Proofing

8.1 O&M Contracts

An O&M (Operations and Maintenance) contract refers to an agreement between a service provider and the owner or operator of an EV chargers. An O&M contract is, or will be, in place for all existing council owned EVCPs. This contract outlines the responsibilities and terms for maintaining and operating the charging infrastructure. It typically includes tasks such as regular maintenance, repairs, software updates, monitoring, and troubleshooting to ensure optimal performance and uptime of the EV chargers. The O&M contract ensures that the charging stations are efficiently managed, minimising downtime and maximising the availability of charging services for EV users.

At present, there are multiple differing O&M contracts with different service providers across BMSDC owned EVCPs.

In terms of efficient administration and future proofing, having all charge points on a single Operations and Maintenance (O&M) contract would offer a significant reduction in complexity in both the 'back office' management of charge points (including monitoring usage and setting tariffs), and to the end user in terms of more consistency with regards to charge point operation and payment system.

It would also bring uniformity and consistency in maintenance standards and service levels across all EVCPs - ensuring a more reliable and high-quality charging experience for EV users, and the potential to leverage economies of scale, enabling cost savings through bulk purchasing, standardised maintenance processes, and optimised resource allocation.

With this in mind, it is recommended that by the end of 2025 the council re-tenders for the O&M contracts on all of the council owned EVCP's.

8.2: Futureproofing and keeping the EVIIP Relevant

In order to future-proof any EVCP installations, there must be a process in place by which charge point units are replaced at the end of their life.

It must also be considered that we are likely to see changes and advances in EV and EVCP technology, capability and life expectancy in the coming years. What is considered to be the optimum type of charger or charging could change within the life of this implementation plan, and it is important for the council to react accordingly.

It is therefore recommended that the council monitors new types of charging technology available and makes decisions on the type of chargers used for new installations based upon a variety of factors including optimum charging efficiency, convenience and consistency for the user and longevity of the charger.

This implementation plan itself must be regularly reviewed and updated where necessary to reflect changes in the different types of EVCPs available on the market, and also to monitor and record the where and what type of implementation has taken place (and how this is being used by EV drivers) and adjust the suggested installation locations accordingly.

9. Milestones/Programme

The following table lays out the anticipated next steps with regards to EV Infrastructure Implementation within the next few years:

TIMELINE	ACTIVITY
By the end of October 2023	Publish this EVIIP and engage with stakeholders on delivery ambitions
November 2023-April 2024	Investigate feasibility of all sites indicated by EVIIP mapping as potential installation locations
Winter 2023	Support for EV charging funding from CIL to be reviewed through the CIL Expenditure Framework review.
By 31 st March 2024	Completion of ORCS funded roll out in council owned car parks Outcome of the CIL Expenditure Framework review and any implications for funding for EV charge points to be reported to both Councils.
April 2024	Update EVIIP to reflect/include all ORCS installations Review location needs/suggested locations list based on ORCS installations and feasibility investigations on potential/recommended sites from EVIIP mapping
2023-2024	Make a plan for housing stock roll-out with costings and business case attached
2023-2024	Assist SCC in the delivery of the LEVI funding already secured
2023-2024	Determine how UKSPF funding for EVCPs (£105,000 per district) will be implemented. Initial idea is a grant scheme for visitor economy destinations.
2024-2025	Facilitate the roll out of EVCPs with the UKSPF funding allocation
By the end of 2025	Via a tender process, implement a new O&M contract that covers all district council EVCP installations
April 2025	Review EVIIP and republish a next version

Appendix 1: Installing Infrastructure

The following information is intended to advise on considerations that need to be made within any EV infrastructure funding bids and delivery projects, and offer guidance to council officers, businesses and community organisations who are looking to implement EVCPs.

Is planning permission needed?

Electric vehicle (EV) charging points can be installed on land lawfully used for off-street parking by the landowner. These are both wall-mounted and upstand EV charging points. This can be the owner of a house on their own driveway, or a business in the forecourt of an office for example. As long as the landowner has legal access to park vehicles on that land they can install EV charging points, although there are some further considerations set out below.

For wall-mounted EV charging points the outlet and its casing:

- Should not be larger than 0.2 cubic metres in size
- Should not face onto and be within 2 metres of a highway
- Should not be within a site designated as a scheduled monument or within the 'curtilage'* of a listed building.

For upstand EV charging points the upstand and outlet:

- Should not be taller than 1.6 metres in height from the level of the surface used for the parking of vehicles within the 'curtilage'* of a house or block of flats.
- Should not be taller than 2.3 metres in height from the level of the surface used for the parking of vehicles anywhere else (e.g. commercial buildings and their car parks)
- Should not be within 2 metres of a highway
- Should not be within a site designated as a scheduled monument or within the 'curtilage'* of a listed building
- Should not result in more than 1 upstand being provided for each parking space

*curtilage is defined as land immediately surrounding a building, but can vary depending on the precise building and its relationship with the land surrounding it.

The District Councils can install EV charging points in their own car parks, as can Town and Parish Councils. If a third-party company is installing and operating EV charging points on behalf of a public authority, then at present planning permission is required. The Government are currently consulting as to whether to give [permitted development rights](#) to companies who install and manage these charging points.

EV charging points cannot be installed within public highway without planning permission, further advice from Suffolk County Council on this is outlined below.

Some electric vehicle (EV) charging points need planning permission. In the case of any uncertainty, further advice can be sought by e-mailing: planning@babberghmidsuffolk.gov.uk.

Considerations to be made when locating EVCPs in public Car Parks

When installing charge points in public car parks, including those owned by BMSDC, several questions and considerations need to be taken into account. The below list offers a guide on what needs to be thought about:

- How many bays to allocate to electric vehicles (EVs)?
- How many standard bays will be lost to accommodate the EV bays? (the space required to accommodate EVCPs and the bays is more than the standard bays already in place)
- What capacity will the chargers be?
- Is the customer required to pay to park?
- Is the customer required to pay to charge?
- Should a specific Blue Badge holder/EV bay be installed?
- Do the car park 'maximum stay' restrictions enable the customer to park for long enough to charge their vehicle?
- The 'Off Street Parking Order' needs to be amended to include the EV charging bays to enable enforcement against non-EV vehicles occupying the bays (Contravention Code 71 'Parked in an electric vehicles' charging place during restricted hours without charging').
- Recognised signs and lines are required to identify the EV bays.
- Do the main car park tariff boards need updating?

Certain funding streams or allocations will also have their own requirements. For example, within the guidelines of the ORCS funding that BMSDC has secured (as noted in section 4.3), some additional considerations need to be made:

- The car park must be open 24/7 to allow access for residents at any time.
- Local residents must (at a minimum) be able to park for free between 18.00hrs and 08.00hrs.
- Each EV charge point must have a dedicated EV bay, enforced by a Traffic Regulation Order
- Where a 'maximum stay' time is set for EV bays during daytime hours in a car park, this must be at least four hours to ensure residents have access to a substantial charge
- The council must commit to keeping usage under review and consider restricting access to only local residents, if they are struggling to access the charge points (to be enforceable, this would require a form of permit scheme for local residents)
- Strategic communications to raise awareness of charge points among residents needs to be produced and implemented

Whilst the above considerations are applicable specifically to ORCS funding provided by OZEV, it would be good practice to take this into account in all off-road charging infrastructure delivery, and kept in mind when applying for future funding opportunities that may be allocated with similar access conditions.

As noted in section 5, the pace at which more charge points will need to be delivered will accelerate over time, and with regards to car parks it is important to consider that although a lower amount of 'standard' parking bays will need to be converted to EV charging parking bays in the short term compared to the longer term, over time an increasing amount of bays will need to be converted

Editorial notes/notes for further drafting:

- Continue to work through feedback from the Energy savings Trust and other stakeholders
- Add acknowledgements to the bodies/partners/key stakeholders that have provided feedback/input
- Add reference to reference to DfT local government support programme if this programme reviews the EVIP
- Add hyperlinks to SCC strategy, including reference to how this plan fits into it, once published

Agenda Item 12

BABERGH DISTRICT COUNCIL

TO: BDC CABINET	REPORT NUMBER: BCa/23/20
FROM: BDC Deputy Political Leader of the Council and Cabinet Member for People and Place (West) BDC Cabinet Member for People and Place (East)	DATE OF MEETING: 03-10-2023
OFFICER: Tom Barker – Interim Director for Communities & Wellbeing	KEY DECISION REF NO. CAB448

EMPLOYER SUPPORTED VOLUNTEERING POLICY

1. PURPOSE OF REPORT

- 1.1 As keenly demonstrated throughout the pandemic, volunteers are an integral part of an active and engaged community and we see the difference volunteers make across our districts every day. Babergh and Mid Suffolk District Councils, as part of the Community Action Suffolk Stakeholder Group for the Suffolk Volunteering Strategy, are committed to strengthening and promoting volunteering across the communities we live and work in.
- 1.2 Between March 2020 and May 2021, around one in three VCFSE organisations reported a decline in the number of their volunteers. This considerable decline chimes with recent experiences of VCFSE groups across our districts, as well as wider evidence that challenges around volunteer recruitment levels are being exacerbated by the current challenges we are facing with the potential of volunteering “*stunted by a lack of resources and support*”.
- 1.3 Cabinet is asked to note and support the proposed draft Employer Supported Volunteering (ESV) Policy in Appendix 1

2. OPTIONS CONSIDERED

- 2.1 To note the report

3. RECOMMENDATIONS
3.1 To note and support the implementation of the Councils first Employer Supported Volunteering Policy
REASON FOR DECISION
3.2 Through research carried out by the National Council of Voluntary and Community Organisations (NCVO), we know that paid work is the number one reason why

people do not volunteer. In response to this, by working closely with VCFSE organisations through an Employer Supported Volunteering (ESV) scheme, the councils can strengthen the support and trust between residents, communities and key anchor organisations, whilst also benefitting staff wellbeing, building the strength and capacity of the VCFSE sector and aligning with its own Community and Wellbeing strategies.

4. WHAT IS EMPLOYER SUPPORTED VOLUNTEERING (ESV)

4.1 ESV is where employees can take paid time off to volunteer in their local communities during working hours. Employees can choose to use their volunteering time to support a charity or community group of their own choice or to take up an opportunity provided by the councils. In its broadest terms, it is a way for the councils to demonstrate corporate social responsibility whilst developing and enabling its people to 'give something back'.

4.2 Activities that employers may actively support and encourage staff to volunteer in typically include, but are not limited to:

- Supporting a charitable fundraising event such as a marathon, cycle ride
- Charity Trustee
- Coaching and/or one-to-one mentoring
- Skills workshops
- Schools career talks
- Community youth projects
- Supporting charity infrastructure
- Offering work experience
- Volunteer days e.g. River or Park cleaning
- Team building exercises

4.3 Babergh and Mid Suffolk District Councils currently states the following in the existing Learning & Development policy:

“Volunteering is encouraged and is proven to increase a sense of mental and physical wellbeing; it can also provide a great opportunity to develop new skills or hone existing ones. If you choose to volunteer this will be as an individual rather than in your professional capacity, (i.e not as part of your role or representing the Councils), however all opportunities to develop skills will be supported where possible and business needs allow.”

4.4 Beyond this statement, the Councils currently have no formal policy on volunteering in place and do not actively offer any provision for employee supported volunteering. In contrast to this, many similar organisations, including Suffolk County Council, Ipswich Borough Council, East Suffolk District Council and other Local Authorities, support their staff to volunteer or engage with voluntary bodies through employer supported volunteering.

5. BUSINESS CASE

- 5.1 There is a strong business case for the Councils to implement an ESV scheme, which has potential to deliver positive impacts for both the Councils and the local community, as well as wellbeing benefits for those undertaking volunteering, creating a win-win situation for all involved. Recipient organisations gain skills, advice and expertise whilst employees achieve a sense of giving back and making a difference. In return, the councils enhance their employer brand and reputation with their employees, residents and wider society. Through an ESV scheme, the councils can support their work towards creating social value and contribute to their outcomes. In information they provide, the Chartered Institute of Personnel and Development outline some of the benefits of ESV to be:
- ✓ helps develop skills – from soft skills such as leadership, communication and presentation skills, to professional skills such as advising businesses and providing pro bono support.
 - ✓ is a viable alternative to other forms of employee development – a development opportunity in the community can be more beneficial than classroom learning and is usually cheaper.
 - ✓ builds employee engagement – volunteering fosters a sense of pride and satisfaction, and employees are appreciative of being given time off work to support their community.
 - ✓ helps improve brand and reputation – businesses must contribute to the communities in which they operate to be socially responsible.
 - ✓ supports access to skills otherwise inaccessible to community organisations – many charities and community groups could never afford to pay for the skilled support they receive from the business community.
- 5.2 These benefits are further evidenced by studies that show, for example Volunteer Now report that 82% of 200 public and private sector employers participating in ESV believe morale and motivation of employees is enhanced by their ESV, improving their staff recruitment and retention. By increasing employee engagement rates through ESV, this may also support an increase in productivity, with engaged employees being 17% more productive. Increased productivity ultimately increases customer service, level of innovation and positive outcomes in public services and staff advocacy.
- 5.3 It is proposed to introduce an ESV policy for the Councils, which will give employees entitlement to apply for the equivalent of 3 working days paid ESV leave in any given financial year to participate in voluntary activities during working hours. This leave would be over and above any annual leave or statutory holiday entitlement and at the agreement of the line manager, within operational demands. The councils ESV will focus on creating opportunities for the workforce to collectively engage in:
- ✓ Social action days/events which have a direct impact on local communities within the districts.
 - ✓ One off volunteering opportunities that involve short and specific tasks that are easy to start and complete. Examples include delivering careers talks in schools, running a CV or interview skills workshop, or a team challenge day such as river and park cleaning.

- ✓ Longer-term opportunities that make a sustainable commitment to support voluntary and community sector organisations by participating in initiatives that take place over longer periods. Examples include coaching and mentoring, working on community projects, or taking on positions of responsibility such as a sports coach, school governor or charity trustee.

5.4 It is worth noting that uptake levels of ESV opportunities are expected to be relatively low, with only 10% of volunteers that took part in NCVO's Time Well Spent study reporting that their volunteering was through ESV and The London Benchmarking Group calculating engagement in employee volunteering to be 14.3%.

5.5 This is also evidenced by Suffolk County Council's uptake levels, where out of their workforce of over five thousand people, between 01 October 2021 – 01 April 2022 only 81 instances of Volunteering (Paid) were taken by 61 different staff members, amounting to approximately 1.6%. Prior to this period, between 24 October 2019 – 04 October 2021 there were 113 instances of Volunteering (Paid) taken by 59 different people across the council, amounting to approximately 2.3%.

Location and Added Value

5.6 It is recommended that staff are encouraged to volunteer within the districts wherever possible. This will be done through promoting volunteer opportunities with charities who are based within the districts or specifically looking for volunteers within Babergh and Mid Suffolk on a dedicated intranet page and through internal communications such as Working Together.

5.7 A calendar of team activities to take place within the districts will also be scheduled and promoted to staff across the organisation to get involved with. This will provide good sources of external communications/promotion for the councils, as well as building cross team relations, all whilst directly supporting VCFSE groups within our districts.

5.8 By promoting both individual and team ESV activities within the district, we will help ensure that the ESV policy helps to build additional value of volunteering, providing new opportunities for staff to get involved in within our communities.

5.9 Alongside this additional value, we also seek to recognise the value of any existing volunteering that staff carry out which then in turn also supports staff wellbeing. From a staff survey carried out through Working Together, 41% of 59 respondents already volunteer. Within this survey, the following comments were made, which seem particularly relevant to how the policy is shaped:

- *"I live in Norwich and volunteer locally here. If I do an overnight shift for Samaritans, would I be able to use my volunteer leave the following day to rest and recover?"*
- *"The 3 days time off will allow me to be able to take the girls camping for longer - at the moment I don't have enough annual leave to take them for long at all, so this sounds great! I very much hope this will apply to volunteering based outside of the district since I'm based in Ipswich!"*
- *"The benefits and positive effects of volunteering on individuals also positively impact how I feel about the rest of my life, including my job."*
- *"I spend a lot of time at my desk, so would love to find more hands on/outdoor/people centred volunteer work."*

- *“Would be more likely to volunteer in Breckland or West Suffolk as opposed to BMS”*
- *“I would like the policy to allow for TOIL if a volunteering activity happens at the weekend, for example if I had to spend a whole of a Saturday at a first aid course for Guides I could then take a day off as I've lost part of my weekend and allow time to rest and recover”*
- *“The additional leave would help me spend some time obtaining a level 2 in sailing so I could in turn be awarded a scouting permit to take seas scouts out on sailing dinghies during some weekend days during the summer.”*
- *“I used to run a student cookery class at Framlingham College for university preparation. I think basic cooking skills are important for everyone to have.”*

5.10 It is recommended that the volunteering allowance is not limited to new volunteering and individuals are also able to use it to support their existing volunteering. Where staff would like to use their volunteer leave allowance to volunteer outside of the districts, this should be considered at the discretion of their line manager based on whether the activity supports the staff member’s wellbeing and/or development.

6. LINKS TO CORPORATE PLAN

6.1 A council wide ESV policy would be in line with the strategic priority *“All our communities are attractive, successful and connected places for people to live and work”* which sits over the Communities’ delivery plan.

6.2 Furthermore, The Suffolk Volunteering Strategy 2021 - 2024 (of which Babergh and Mid Suffolk are stakeholders) suggests that volunteering boosts wellbeing and personal growth, builds skills in the individual and strength in the community and helps to make our communities resilient and cohesive places to live. Two of the key objectives of the strategy are to support people to volunteer and to engage employers and business leaders in providing and promoting volunteering opportunities.

6.3 An ESV policy would contribute significantly towards these objectives, working towards the outcome of *“All our communities are attractive, successful and connected places for people to live and work”*. leading by example and demonstrating that employees are establishing and strengthening their connections within the within Babergh and Mid Suffolk.

7. IMPLEMENTATION

7.1 The ESV policy will be held by the HR Organisational Development Team. During the launch and implementation of the policy, the Communities Team will provide support in promotion, including liaising with the voluntary sector and identification of volunteering opportunities.

7.2 Case studies which can be used as positive promotion both to the workforce and communities will be identified to include on a dedicated ESV intranet page. To monitor and analyse the uptake and impact of ESV, the Communities Team will source a quarterly update on uptake from HR through absence reports pulled from Oracle, which will be reported to SLT under the Communities Team’s KPIs.

Team Volunteering

- 7.3 Managed appropriately the team volunteering opportunities and social action events would provide an opportunity to call to action/mobilise a number of the workforce in a collective effort to support an identified community project. Dependent upon the nature of the project there would be the potential to link in with partners to deliver a high impact, visible and reassuring approach to an identified community need.
- 7.4 This approach will aid the workforce volunteers in feeling a sense of achievement and being an integral part of a collective force for good, as well as having a positive impact on the community and demonstrating the how the council is putting the community at the heart of service delivery.
- 7.5 Volunteering opportunities such as these may be staffed by teams as part of a team building exercise, or by staff from across a range of services to strengthen cross team communication and relationships.

Individual Volunteering

- 7.6 The ESV policy will make provision for individual staff members to identify potential volunteering opportunities within the districts which would be undertaken during working hours. Where an individual wishes to undertake an individual volunteering opportunity they must refer to the employee volunteering policy and seek line manager approval before any commitment is made.
- 7.7 Following assessment of the individual opportunity including appropriate risk assessments, the Council may consider that this is suitable for social action, and it may therefore be offered on a Council wide basis.

Promotion of Opportunities

- 7.8 The Communities Team will work with HR & OD as well as Community Action Suffolk (CAS) to promote ESV opportunities to staff members through a launch week of events and information sharing. In November 2022, the Communities Team participated in a day of volunteering for a registered charity which will provide an ideal case study opportunity.
- 7.9 Looking forward, Community Action Suffolk hold a database of VCFSE organisations that offer ESV opportunities and will be able to support line managers in identifying suitable team opportunities. Examples of both team and individual volunteering opportunities will be promoted on a dedicated ESV intranet page with additional communication support provided via internal communication channels.

8. FINANCIAL IMPLICATIONS

- 8.1 The cost to the councils on employees embarking on an ESV will be the opportunity cost of staff time spent on an ESV placement rather than fulfilling their substantive post. Therefore, the role of the line manager as identified within the report, is vital to ensure that ESV placements are carried out having ensured the impact on day-to-day council work is minimised
- 8.2 Finance have provided an estimated cost of £312,000 for 3 days (equivalent to 22.2 hours) leave for all staff. This is an estimate as it would depend on peoples working patterns/the days chosen for annual leave. The table below provides a breakdown of this estimated cost to the councils against average percentage uptake in national findings and SCC uptake levels.

Number of days paid leave for volunteering	1 day	2 days	3 days	4 days	5 days
100% uptake	£104,000	£208,000	£312,000	£416,000	£520,000
20% uptake (if levels are above average)	£20,800	£41,600	£62,400	£83,200	£104,000
10% uptake (based on NCVO findings)	£10,400	£20,800	£31,200	£41,600	£52,000
2.3% uptake (in line with SCC)	£2,392	£4,784	£7,180	£9,568	£11,960

- 8.3 The financial implication to the councils may be balanced against employee skill development and engagement. The report “On the brink of a game changer?” found that over 80% of those who took part in volunteering reported increased community awareness, 65% had increased communication skills, and 59% reported an increase in confidence. Other research has shown that 80% of employees who took part in volunteering said the experience made them happier, and 100% said they felt proud to work for the company as a result.
- 8.4 Furthermore, by being able to offer staff time and skills to VCFSE groups and absorbing the financial cost associated with this, the councils will be supporting voluntary and community organisations to build their capacity without the additional constraints on their resources that would be without this support.

9. LEGAL IMPLICATIONS

- 9.1 There are no legal implications associated with this report.

10. RISK MANAGEMENT

- 10.1 Key risks are set out below:

Key Risk Description	Likelihood 1-4	Impact 1-4	Key Mitigation Measures	Risk Register and Reference*
The Councils wanting to place 20-30 people in one go where the VCFSE group is only able to manage smaller groups or individuals	1	2	A variety of opportunities across different VCFSE groups will be available to provide suitable placements for all options.	ESV Business Case
The Councils not being prepared to pay direct costs and the VCFSE group being unable to continue unless	2	2	It could be explored whether teams are able to use some of their training budget towards expenses incurred to the VCSFE specifically in relation to the ESV activity.	ESV Business Case

full costs are recovered				
The Councils wanting a one-off activity where the VCFSE group wants a longer-term commitment	2	2	It will be built into the policy that employees are able to use their ESV allowance either as a whole block of time or spread it across the year in smaller chunks, in order to meet both of these demands.	ESV Business Case
Council employees wanting to do non-specialised activities where the VCFSE group want to utilise specialised skills of employees	1	2	Clear communication between employees and VCFSE groups identifying what can be offered through ESV. Promoting both specialised and non-specialised opportunities.	ESV Business Case
Primary aim of the Councils being team-building where the primary aim of the VCFSE group is to benefit their organisation	1	2	A discussion with the relevant VCFSE group should be held when looking to utilise ESV as a team building exercise so that it aligns with benefits to the VCFSE group.	ESV Business Case

**ESV Business Case*

11. CONSULTATIONS

- 11.1 Consultation has taken place with Community Action Suffolk, who have indicated their support and agreed to both help identify suitable opportunities and support with promotion when the policy is agreed and launched.
- 11.2 Both SLT, HR and People Board have been consulted.
- 11.3 Employees have also been consulted via 'Working Together'.


12. EQUALITY ANALYSIS

- 12.1 The new Policy affects the entire business of the Council and potentially all wards and is aimed at increasing opportunities for all employees and the VCFSE. There would be no negative impacts on any groups with protected characteristics. The policy does not impact or exclude any of the protected characteristics defined under the Equality Act 2010.

13. ENVIRONMENTAL IMPLICATIONS

13.1 There are no negative Environmental impacts directly associated with this report.

APPENDICES

Title	Location
(a) Employer Supported Volunteering Policy	 Employer Supported Volunteering Policy -
(b)	
(c)	
(d)	

14. BACKGROUND DOCUMENTS

- Employer Supported Volunteering | Factsheets | CIPD
- Suffolk volunteering strategy (communityactionsuffolk.org.uk)
- What does ESV participation look like? - Time Well Spent: Employer-supported volunteering | News index | NCVO
- Why are 200 million hours of corporate volunteering going unused each year? — onHand - The Volunteer and Climate Impact Platform. (beonhand.co.uk)
- Employer-Supported-Volunteering-Guide-for-Employers.pdf (volunteernow.co.uk)
- The Business Benefits of Employer-Supported Volunteering (socialgoodconnect.org)

15. REPORT AUTHORS

Vicky Moseley, Corporate Manager for Communities

Bethany Taylor, Communities Officer - Volunteering

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OUR PEOPLE

Babergh and Mid Suffolk District Councils Employer Supported Volunteering Policy

Contents

1. Introduction and scope
2. Benefits
3. Procedure
4. Conditions
5. Monitoring & Evaluation
6. Further Information

Policy History

This policy will be reviewed as required and no less than every three years.

Version	Date
Policy No	Version One
Approved by SLT	
Review with Trade Unions	
Review date	

Review History

Version	Date	Amended By	Reviewed by Unions	Change
Review				

Introduction and scope

The Councils recognise the importance of volunteering and the positive impact it has on individuals and the communities they volunteer in. The Councils, acknowledge its positive impact on morale, productivity, and the Councils' reputation and its benefits in terms of delivering the Councils' priorities.

The Suffolk Volunteering Strategy and the Councils' Social Value commitment, encourage organisations to promote employee volunteering which benefit both our communities and employees.

Benefits

For our Employees

Volunteering provides our employees the opportunity to engage in new experiences, which supports development of new skills, wellbeing and gives a valuable insight into our communities.

- Contribution within the community leads to a greater sense of belonging and a sense of self-worth.
- Chance to experience new opportunities, meet new friends and be an active part of their community.
- There are well documented benefits of improved health and wellbeing, both physical and mental, through volunteering.
- Flexible working promotes a good work-life balance so staff can work in a way that supports their volunteering activities.
- It may lead, not only to a sense of contributing but could also result in new career pathways or inspire staff members towards further training and personal development.

For our Councils

- Building strong teams, especially when volunteering is used as a team building exercise.
- Provides employee skills development and developing future leaders.
- Opportunity for 'back office' staff to work in the community and see the impacts of their work on the districts.
- Improved staff retention & recruitment.
- Increased staff morale and reduced sick leave.
- Improved status of Babergh and Mid Suffolk District Councils through staff volunteering in local communities and increased understanding of the communities we serve.
- Effective investment in the community through the utilisation of our workforce skills & expertise, recognising the skills within our people and the benefit this can bring.

Procedure

The Councils offers a maximum of 3 volunteer days paid time away from work during any Leave year, to carry out individual and team voluntary activities. This provision is in addition to any other time allowed off for special duties. The employee can top up volunteering allowances with annual leave, or unpaid leave with approval from their line manager.

Volunteering time may be taken as whole or part days. Time off will be agreed in advance with the employee's line manager and is subject to service needs. Staff may be able to claim time off in lieu for a volunteering activity that takes place outside of work hours at the discretion of their line manager.

Employee's may organise their own volunteering activity or work with local voluntary agencies who will be able to recommend activities. Alternatively, they can take part in a team volunteering activity organised through the council. Some ideas of Volunteering activities are as follows:

- Supporting a charitable event day such as Suffolk Dog Day, the Men's Cycle Tour or fundraising events such as a sponsored walk or marathon
- Charity Trustee
- Coaching and/or one-to-one mentoring
- Skills sharing (where these lie outside the scope of your day-to-day role) such as cookery workshops, coding lessons, sailing lessons, etc.
- Schools career talks (where these lie outside the scope of your day-to-day role)
- Community youth projects
- Supporting charity infrastructure
- One off volunteer days e.g., River or Park cleaning, conservation, litter picking, gardening and maintenance
- Online volunteering
- Team building exercises
- Supporting a VCFSE group with skills or knowledge relevant to your job role (such as planning, health & safety, or IT advice) through Suffolk ProHelp in the instance where there is no conflict of interest with your day-to-day role

Employees should submit a "paid leave" request through Oracle to their manager with reasonable notice, selecting "volunteering" from the drop-down list of reasons.

The manager will review the application and respond accordingly, taking into consideration the current business needs and appropriateness of the request. Once agreed, times and dates of the volunteering activity should be updated on the employee's outlook calendar.

If claiming time off in lieu for a volunteer activity that takes place outside of work hours, this should still be submitted as a "paid leave" request with "volunteering" selected from the drop-down list and details outlined in the comments box so that it is recorded as part of your volunteer leave allowance. Time off in lieu can only be claimed after the volunteering event and is granted at the discretion of your line manager.

Activities that are not considered part of your volunteering allowance include:

- Public Duties – Public duties are carried out by people who are local authority councillors, members of statutory tribunals, school governors, members of police authorities and magistrates. Leave allowance for these activities can be found under "special leave" in the councils' leave policy
- Members of Reserve Forces – leave allowance for members of reserve forces can be found under "special leave" in the councils' leave policy
- Volunteering within the council itself (e.g., supporting Community Action Days with the Housing team or Tree planting with Public Realm). Cross-team support is usually within the scope of an employees' job role and would not be deducted from your volunteering leave allowance

Conditions

- Where possible, the volunteering activity should take place within the districts.
- The volunteering activity should not bring the councils into disrepute.
- The volunteering activity must not conflict with the employee's work for the councils, for example acting as a treasurer for a charity that the employee has regular contact with in their council role. Employees should seek further advice from their manager if they are concerned about potential conflicts of interest.
- As an employee of the council, it is important to adhere to the councils' policies and procedures including the Code of Conduct. Employees must also respect confidentiality when undertaking a voluntary activity.
- Employees should demonstrate the councils' values and behaviours.
- Employees who accept a volunteering activity are expected to attend and meet their commitment. If an employee is unable to attend a pre-agreed volunteering activity, they will need to inform the voluntary organisation as well as explain their non-attendance to their manager.
- Volunteers must not be paid, receive financial benefits or gifts by the organisation they are supporting, except for expenses incurred. Employees will not be able to claim back from the council any travel and subsistence incurred.
- Activities must be undertaken with organisations who deliver services that are 'not for profit'.
- Any abuse of the scheme could result in disciplinary action in accordance with the council's policies.

Monitoring and Evaluation

It is the responsibility of the employee and their manager to monitor the number of volunteering hours their employees undertake. Employer Supported Volunteering opportunities should be regularly discussed with employees during 121 meetings to identify where it may be beneficial to use volunteering as a tool for skill development.

Health and safety

It is the employee's responsibility to satisfy themselves that the volunteering organisation's quality assurance and health and safety policies are adequate and request sight of risk assessments if they have any concerns. The voluntary organisation will be responsible for providing any induction, health and safety or other training required in order that the volunteer can perform activities correctly and safely.

Insurance

Unless an employee is volunteering to assist an activity directly managed by the council, no insurance cover will be afforded by the council and employees should check arrangements with the organisation that they are supporting.

DBS Checks

Some external organisations, for example those working with children or adults at risk of harm, may require their volunteers to undergo Disclosure Barring Checks. Where a Disclosure and Barring Service or other check is required, it is the responsibility of the host organisation to conduct and pay for such checks. The host organisation is responsible for ensuring that they have the relevant safeguarding policies in place prior to the start of the volunteering activity.

Expenses

Any expenses incurred whilst volunteering is the responsibility of the host organisation. Employees are advised to confirm any reimbursement provisions with the host organisation prior to commencing a placement. Where suitable, for example when the volunteering activity relates to individual or team development, managers can explore whether teams are able to use any training budget towards expenses incurred to the VCSFE specifically in relation to the ESV activity.

Further Information

For examples of volunteering opportunities that currently exist with community and voluntary groups in the districts, please visit [Volunteer Suffolk](#) or contact Community Action Suffolk on volunteering@communityactionsuffolk.org.uk

For further information or advice, contact the HR & OD Team.

DRAFT



Our Values

...we believe in

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Agenda Item 13

BABERGH DISTRICT COUNCIL

TO: Cabinet	REPORT NUMBER: BCa/23/21
FROM: Deputy Political Leader of the Council and Cabinet Member for People and Place (West) Cabinet Member for People and Place (East)	DATE OF MEETING: 03-10-2023
OFFICER: Tom Barker – Interim Director for Communities & Wellbeing	KEY DECISION REF NO. CAB450

REVISED SAFEGUARDING POLICY – CHILDREN, YOUNG PEOPLE AND ADULTS AT RISK

1. PURPOSE OF REPORT

- 1.1 The purpose of this report is to ask Cabinet to approve the revised Safeguarding Policy to ensure that an overarching approach to safeguarding is embedded across the councils, identifying roles and responsibilities of employees, councillors, and volunteers. This revised policy will outline the procedures to be adopted by both councils in ensuring the safety of children, young people, and adults at risk.
- 1.2 The Policy will apply to all services within the scope of B&MSDC. In addition to employees and councillors, it also applies to organisations delivering on behalf of both Councils, including contractors, agency staff, volunteers, suppliers, consultants and grant funded organisations.
- 1.3 In accordance with the Children and Social Care Work Act 2017 local authorities have a responsibility to ensure that young people know what services are available to care leavers. The act improves support for looked after children and care leavers, promotes the welfare and safeguarding of children and makes provisions about the regulation of social workers.
- 1.4 This Policy aims to ensure the councils protect the welfare of all children, young people and adults at risk by:
 - Raising awareness of safeguarding responsibilities, amongst officers, Elected Members, volunteers and contractors.
 - Ensuring that everyone within the council understands their roles and responsibilities with regards to safeguarding
 - Considering the rights and viewpoints of children, young people and adults at risk in the council's decision making
 - Establishing and embedding robust processes and procedures as a clear mechanism to report concerns.

- Identifying and responding appropriately to any safeguarding concerns, incidents or allegations raised
- Establishing and facilitating regular awareness and training, to employees and Elected Members, that is appropriate to their role and level of involvement with children, young people and vulnerable adults
- Maintaining and undertaking recognised vetting procedures appropriate to the roles held by staff and volunteers.
- Ensuring that organisations the council contracts with or receives services from have appropriate safeguarding processes and protocols in place to undertake suitable vetting procedures
- Taking as many steps as possible to ensure that unsuitable people, are prevented from working with children, young people and vulnerable adults
- Reviewing this policy as part of the annual Section 11 audit and any associated procedures on a regular basis.

2. OPTIONS CONSIDERED

2.1 OPTION 1

2.2 To adopt the revised Safeguarding Policy for Children, Young People and Adults at Risk to ensure an overarching approach to safeguarding.

2.3 Option 2

2.4 The Councils could decide not to adopt the revised Safeguarding Policy for Children, Young People and Adults at Risk. This would leave the Councils reliant on an out-of-date policy and fail to embed appropriate practices and procedure across all services, identify roles and responsibilities of employees, councillors, and volunteers ensuring the safety of children, young people, and adults at risk.

3. RECOMMENDATIONS

3.1 To agree Option 1 and approve the revised Safeguarding Policy for Children, Young People and Adults at Risk

3.2 To agree for the Deputy Chief Executive in consultation with the Portfolio Holder to have delegated authority to make minor amendments to the Safeguarding Policy in line with outcomes derived from the Annual Section 11 Audit or future Internal Audit Reviews.

REASON FOR DECISION

To ensure that an overarching approach to safeguarding is embedded across the councils, identifying roles and responsibilities of employees, councillors, and volunteers ensuring the safety of children, young people, and adults at risk.

4. KEY INFORMATION

- 4.1 Safeguarding is a term used to describe the function of protecting people's health, wellbeing and right to live free from harm, abuse, or neglect.
- 4.2 Safeguarding Adults – is defined in the Care Act 2014 as protecting an adult's right to live in society, free from abuse and neglect and working together to prevent and stop both the risks and experiences of abuse or neglect, while at the same time making sure that the adult's wellbeing is being promoted.
- 4.3 The Care Act was published in 2014, consolidates 60 years of legislation for adult social care and good practice into a single framework on the protection of adults at risk of abuse or neglect. The Act adopts a person-centred approach.
- 4.4 Safeguarding and promoting the welfare of children is defined in 'Working Together to Safeguard Children' 2018 as:
- protecting children from maltreatment
 - preventing impairment of children's health and development
 - ensuring that children grow up in circumstances consistent with the provision of safe and effective care; and
 - taking action to enable all children to have the best outcomes.
- 4.5 The guidance sets out the legislative requirements and expectations placed on individual services within local authorities.

Roles and Responsibilities

- 4.6 The council is committed to ensuring that any vulnerable person who comes into contact with an employee, volunteer or any aspect of the council's activities feels safe and protected, is listened to and has their views taken into account.
- 4.7 The Children Act 2004 places a statutory obligation on District/Borough Councils to ensure they have in place suitable arrangements to safeguarding and promoting the welfare of children (either directly or via their families) who may access or use Council services. In summary, the Act requires the Council to ensure that:
- Its functions are discharged with due regard to the need to Safeguard and promote the welfare of children; and
 - Through working with others, arrangements are put into place to Safeguard and promote the welfare of children.

- 4.8 The council requires all employees, volunteers and councillors in the organisation to understand their responsibility to share concerns about the welfare of any vulnerable person with the designated Safeguarding Officer. Designated officers are there essentially to provide advice, guidance and support when a referral or allegation is made. The council will endeavour to equip appointed officers with the necessary skills, information, and confidence to carry out this role.
- 4.9 The legislation Working Together to Safeguard Children 2018 sets out that the three safeguarding partners (local authority, Chief Officer of Police and Integrated Care Boards) must work together with relevant agencies to safeguard and protect the welfare of children. All three partners have equal and joint responsibility for local safeguarding arrangements. In Suffolk, the new Suffolk Safeguarding Partnership arrangements came into force on 29 September 2019.
- 4.10 The council's housing and homelessness services have a duty under Section 11 of the Children Act 2004. Any person working on behalf of the council in these services may become aware of conditions that could have or are having an adverse impact on children. Part 1 of the Housing Act 2004 sets out that authorities must take account of the impact of health and safety hazards in housing on vulnerable occupants, including children, when deciding on the action to be taken by landlords to improve conditions. Housing authorities have an important role to play in safeguarding vulnerable young people, including young people who are pregnant or leaving care or a secure establishment.
- 4.11 BMSDC's is responsible for a variety of licensing functions and ensuring sufficient measures are in place to promote the licensing objective of 'protection of children from harm' in particular when licensing premises under the Licensing Act 2003 or the Gambling Act 2005. In relation to the licensing of hackney carriages and private hire, under the Police and Crime Act 2017, the Secretary of State for Transport has issued statutory guidance on exercising taxi and private hire vehicle licensing functions to protect children and vulnerable adults who are over 18 from harm when using these services. As a result, the licensing authority has a statutory duty to have in place arrangements that reflect the importance of safeguarding and promoting the welfare of children.
- 4.12 Even though many councillors, employees and contractors have limited contact with children and adults with needs for care and support as part of their duties and responsibilities, everyone should be aware of the potential indicators of abuse and clear about what to do if they have concerns.

Training

- 4.13 BMSDCs Human Resources team alongside managers are responsible for ensuring all staff are aware of their obligation to undertake Safeguarding training. This is to ensure they are well informed, trained, supervised and supported so that they are better able to identify potential indicators of abuse, less likely to become involved in actions that may cause harm to children and adults at risk and are less likely to do anything which could put themselves at risk or may be misinterpreted. HR manage and monitor staff and councillor attendance in relation to Safeguarding training.
- 4.14 All staff are required to complete the Level 2 Safeguarding Children training and the Introduction to Safeguarding Adult training and the refresher training every 3 years.

- 4.15 All councillors are required to complete the Combined Safeguarding Adult, Children and Young People training and the refresher training every 3 years.

Annual Review

- 4.16 The Suffolk Safeguarding Partnership (SSP) have a remit to ensure that there are effective arrangements in place to protect children, young people and adults at risk from harm. This self-assessment is designed to provide partner agencies with the opportunity to highlight areas of strength, as well as to identify areas for development, in respect of their duties and responsibilities for safeguarding children, young people and adults at risk.
- 4.17 The Self-Assessment Tool known as a Section 11 Audit is a yearly review of safeguarding practice, which will help partners, identify strengths and weaknesses and to develop an action plan to further enhance their effectiveness.
- 4.18 The Annual Review enables the SSP to provide a level of scrutiny and monitoring across the partnership and to the Councils.

5. LINKS TO CORPORATE PLAN

The Safeguarding Policy directly contributes to the Councils Vision:

“Great Communities with bright and Healthy Futures that everyone is proud to call home”.

Wellbeing Outcomes

- ❖ Inequalities are reduced for all groups.
- ❖ Families lead active, health and safe independent lives and manage their own health and wellbeing.
- ❖ Our communities are high quality, safe, healthy and attractive.

6. FINANCIAL IMPLICATIONS

- 6.1 There are no financial implications directly associated with this report or the revised Safeguarding Policy

7. LEGAL IMPLICATIONS

- 7.1 Safeguarding Adults – is defined in the Care Act 2014 as protecting an adult’s right to live in society, free from abuse and neglect and working together to prevent and stop both the risks and experiences of abuse or neglect, while at the same time making sure that the adult’s wellbeing is being promoted.
- 7.2 Safeguarding and promoting the welfare of children is defined in ‘Working Together to Safeguard Children’ 2018 as:
- protecting children from maltreatment
 - preventing impairment of children’s health and development

- ensuring that children grow up in circumstances consistent with the provision of safe and effective care; and
- taking action to enable all children to have the best outcomes.

7.3 Children & Young people is defined as anyone who has not yet reached their 18th birthday.

7.4 A young person is aged between 18 and 25 who are covered by the Children and Families Act 2014 and the Care Act 2014.

7.5 An adult at risk of abuse or neglect is defined as someone aged 18 or over who has needs for care and support, who is experiencing, or at risk of, abuse or neglect and as a result of their care needs - is unable to protect themselves.

8. RISK MANAGEMENT

8.1 Key risks are set out below:

Key Risk Description	Likelihood 1-4	Impact 1-4	Key Mitigation Measures	Risk Register and Reference*
Safeguarding checks of staff are not effective	1	4	<p>DBS checks for roles that require them completed at recruitment stage and checked every three years.</p> <p>Standard or enhanced DBS completed depending on likely contact with young people and adults at risk and access to personal and confidential information.</p> <p>Recruitment Policy in Place</p> <p>DBS Policy in place</p>	Operational Risk Register
Safeguarding is not a priority for the Councils	1	4	<p>Revised Policy to be reviewed annually.</p> <p>Action Plan developed to drive organisational improvements and ownership of the policy.</p> <p>Section 11 annual audit and reporting to the Suffolk Safeguarding Partnership</p> <p>Regular reporting to SLT</p> <p>Increased no. of Safeguarding champions across the Council working together to raise awareness of policy.</p> <p>Safeguarding is included in the Councils Strategic Risk Register</p>	Operational Risk Register

			Deputy Chief Executive lead officer of Suffolk Safeguarding Board	
Safeguarding responsibilities are not well understood	1	3	Mandatory level 1 & 2 training for all staff as part of their inductions and refresh training. Mandatory Training for all councillors Safeguarding Policy clearly sets out roles and responsibilities. Councils Intranet pages updated to reflect new policy and links to useful information and referral pathways.	Operational Risk Register
Failure to Build good relationships with partners and share Safeguarding good practice	1	3	Quarterly ASB Partnership meeting Monthly professions meeting Member of the Suffolk Safeguarding Partnership Section 11 Audit reviews partnership arrangements Monthly ASB Professionals Panel meeting	Operational Risk Register
Processes and procedures not adhered to and safeguarding risk not acknowledged	1	4	Clear policies and procedures Mandatory Safeguarding training Safeguarding Champions group established to disseminate information and support teams. Dedicated Safeguarding Intranet page	Operational Risk Register

**Name of risk register where risk is currently documented and being actively managed and it's reference number*

9. CONSULTATIONS

9.1 Extensive Consultation has been undertaken with the following:

- Corporate Managers and Internals teams including but not limited to:
 - Procurement and Commissioning
 - Licencing
 - Housing Teams
- Senior Leadership Team

- Suffolk Safeguarding Partnership
- Community Action Suffolk Safeguarding Training Officers
- Ipswich & East & West Suffolk Alliance
- SNEE Safeguarding Representative on the Western Suffolk Community Safety Partnership

9.2 Feedback from each consultation has been taken on board and where appropriate, the Policy has been amended. The draft policy has been commended by the Suffolk Safeguarding Partnership and our Health Alliances.

10. EQUALITY ANALYSIS

10.1 An Equalities Impact Assessment is not required as this policy relates to the recognition and implementation of relevant legislation and statutory guidance.

10.2 The new policy affects the entire Councils business in all wards and is aimed at raising standards and improving safeguarding arrangements. There would be no negative impacts on any groups with protected characteristics. The policy does not impact or exclude any of the protected characteristics as defined under the Equality Act 2010.

11. ENVIRONMENTAL IMPLICATIONS

11.1 There are no environmental implications directly associated with this report or the Revised Safeguarding Policy

12. APPENDICES

Title	Location
(a) Safeguarding Policy 2023	Attached
(b)	
(c)	
(d)	

13. BACKGROUND DOCUMENTS

13.1 DBS Disclosure and Barring Policy



DBS Disclosure and
Barring Policy.pdf

13.2 Recruitment Policy



Recruitment
Policy.pdf

14. REPORT AUTHORS

Vicky Moseley, Corporate Manager for Communities

Rachael Young, Assistant Manager for Community Safety and Resilience

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Safeguarding Children, Young People and Adults at Risk

Policy and Guidance

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Introduction

Babergh and Mid Suffolk District Councils (B&MSDC) recognises that it plays a vital role in keeping people safe across our districts and is committed to working in partnership with others to safeguard children and young people and adults at risk. The Councils provide a range of services and facilities to the community, the nature of the provision means inevitably employees (permanent, temporary, or contracted), councillors and volunteers of the organisation will meet children, young people, adults at risk and their families in a variety of settings.

The Councils will raise awareness of safeguarding issues to ensure that the needs and interests of children, young people and adults at risk are incumbent in decision making processes and through service provision.

In so doing B&MSDC acknowledges it is not its responsibility to investigate whether a child, young person or an adult at risk is in need or that abuse has taken place but that all employees and councillors should:

- take responsibility for reporting disclosures, concerns, incidents or allegations as set out in the Safeguarding reporting flowchart – **Appendix C**
- treat all Safeguarding matters seriously
- be aware of and adhere to relevant policies; and
- complete Safeguarding training relevant to their role.

The Councils will provide communication and training to ensure councillors and employees know the referral criteria and that employees' concerns are received and understood.

Purpose and Scope

The purpose of this document is to ensure that an overarching approach to safeguarding is embedded across the councils, identifying roles and responsibilities of employees, councillors, and volunteers. This policy will outline the procedures to be adopted by both councils in ensuring the safety of children, young people, and adults at risk.

This Policy applies to all services within the scope of B&MSDC. In addition to employees and councillors, it also applies to organisations delivering on behalf of both Councils, including contractors, agency staff, volunteers, suppliers, consultants and grant funded organisations.

In accordance with the Children and Social Care Work Act 2017, councils working together across Suffolk deliver the corporate parenting principles. Corporate parenting is a term used to recognise that local authorities have a legal duty to support care leavers making the transition from care into adulthood. Local authorities have a responsibility to ensure that young people know what services are available to care leavers. The act improves support for looked after children and care leavers, promotes the welfare and safeguarding of children and makes provisions about the regulation of social workers. Information is available on the [support for care leavers](#) being offered by Suffolk County Council.

This Policy aims to ensure the council protects the welfare of all children, young people and adults at risk by

- Raising awareness of safeguarding responsibilities, amongst officers, Elected Members, volunteers and contractors.
- Ensuring that everyone within the council understands their roles and responsibilities with regards to safeguarding
- Considering the rights and viewpoints of children, young people and adults at risk in the council's decision making
- Establishing and embedding robust processes and procedures as a clear mechanism to report concerns
- Identifying and responding appropriately to any safeguarding concerns, incidents or allegations raised
- Establishing and facilitating regular awareness and training, to employees and Elected Members, that is appropriate to their role and level of involvement with children, young people and vulnerable adults
- Maintaining and undertaking recognised vetting procedures appropriate to the roles held by staff and volunteers
- Ensuring that organisations the council contracts with or receives services from have appropriate safeguarding processes and protocols in place to undertake suitable vetting procedures
- Taking as many steps as possible to ensure that unsuitable people, are prevented from working with children, young people and vulnerable adults
- Reviewing this policy as part of the annual Section 11 audit and any associated procedures on a regular basis.

Definitions

Safeguarding is a term used to describe the function of protecting people's health, wellbeing and right to live free from harm, abuse or neglect.

For the purpose of this policy and accompanying guidance, the following definitions apply:

Safeguarding Adults – is defined in the Care Act 2014 as protecting an adult's right to live in society, free from abuse and neglect and working together to prevent and stop both the risks and experiences of abuse or neglect, while at the same time making sure that the adult's wellbeing is being promoted.

The Care Act was published in 2014, setting out a clear legal framework on the protection of adults at risk of abuse or neglect. The Act adopts a person-centred approach.

Safeguarding and promoting the welfare of children is defined in ['Working Together to Safeguard Children'](#) 2018 as:

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

The guidance sets out the legislative requirements and expectations placed on individual services within local authorities.

For the purpose of this policy an adult is someone aged 18 or over and a child or young person is defined as anyone who has not yet reached their 18th birthday.

Adverse Childhood Experiences (ACEs) – are stressful events occurring in childhood, including, domestic abuse, parental separation or divorce, a parent with a mental health condition, being the victim of abuse or neglect, a member of the household being in prison, a member of the household experiencing alcohol and drug problems. ACEs have been found to have lifelong impacts on health and behaviour

Children & Young people is defined as anyone who has not yet reached their 18th birthday.

A young person is aged between 18 and 25 who are covered by the Children and Families Act 2014 and the Care Act 2014.

An adult at risk of abuse or neglect is defined as someone aged 18 or over who has needs for care and support, who is experiencing, or at risk of, abuse or neglect and as a result of their care needs - is unable to protect themselves.

This applies even if the adult may be receiving what may be thought of as a 'children' or 'young people's' service.

Recognising Abuse

Any council employee, member, volunteer or contracted service provider, who has contact with people or who works where people may have access, could potentially meet someone who experiences a form of abuse and they may be required to make a safeguarding report.

Responsibilities under this policy are to report concerns. It is not the responsibility of the person who suspects or has witnessed abuse, to make a judgement or to investigate. This will be the responsibility of the police and or Suffolk County Council Safeguarding team.

Safeguarding concerns will usually fall into one or more of these categories: and could happen to any child, young person or adult at risk. Several different types of abuse may be being committed at the same time.

There are four categories of abuse relating to Children and ten categories for adults as defined within Working Together to Safeguard Children, the Children's Act 1989 and Care Act 2014:

Types of Abuse – Children (Source: Working Together to Safeguard Children 2018 and Children's Act 1989)	Types of Abuse – Adults (Source: Care Act 2014)
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<ol style="list-style-type: none"> 1. Neglect 2. Emotional 3. Physical 4. Sexual 	<ol style="list-style-type: none"> 1. Physical 2. Sexual 3. Psychological 4. Self-Neglect 5. Modern Slavery 6. Domestic Violence 7. Neglect/Acts of Omission 8. Financial/Material 9. Discriminatory 10. Organisational
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A summary of signs and indicators is included below as a guide and is not exhaustive.

Type of abuse	Description	Possible indicator(s)
Emotional or psychological - Emotional acts or behaviour resulting in distress or trauma	<ul style="list-style-type: none"> • Bullying, intimidation, manipulation • Humiliation, shaming and ridicule Control or coercion • Deliberate isolation • Deprivation • Threats of harm or abandonment 	<ul style="list-style-type: none"> • Disturbed sleep and tendency to withdraw • Loss of confidence • Loss of appetite, loss of weight • Anxiety, confusion • Extreme submissiveness • Changes in behaviour • Excessive craving for attention • Self-abusing behaviour, selfharming
Sexual – Direct or indirect involvement with sexual activity, under duress or without consent / ability to consent	<ul style="list-style-type: none"> • Rape • Indecent assault • Indecent exposure • Exposure to inappropriate material 	<ul style="list-style-type: none"> • Unexplained changes in behaviour • New tendency to withdraw • Recent development of overly sexual behaviour • Deliberate self-harm • Incontinence / bed wetting • Disturbed sleep patterns • Discomfort in walking • Unexplained bruising, injuries in personal areas • Excessive washing • Stained or torn clothes • Sexually transmitted or urinary tract infections • Pregnancy
Physical Non accidental infliction of force resulting in injury or impairment	<ul style="list-style-type: none"> • Inflicted physical injury not satisfactorily explained • Injury where it is known or suspected that it was inflicted intentionally or through lack of care • Assaults, hitting, slapping, pushing, kicking, burns, abrasions, fractures, welts, 	<ul style="list-style-type: none"> • Injury that is inconsistent with explanation given • Cowering and flinching • Bruises/ marks • Abrasions, especially to wrists and / or ankles • Unexplained burns, scalds or fractures • Hair loss in one area

	<ul style="list-style-type: none"> mutilation, wounds or marks of physical restraint Misuse of medication or medical processes Inappropriate restraint 	<ul style="list-style-type: none"> Frequent minor incidents without seeking help Unusually sleepy or docile Frequently moving GP or care providers Emotional distress, low self esteem
Neglect or acts of omission – Ignoring or withholding physical or medical care to the detriment of wellbeing	<ul style="list-style-type: none"> Failure of a person who has responsibility, care or custody to provide access to health, social or educational care services (unintentional or deliberate) Withholding necessities of life, including nutrition, medication, heating, shelter Failure to intervene 	<ul style="list-style-type: none"> Poor hygiene or cleanliness Unkempt or unsuitable clothing for the weather conditions/ environment Untreated illness Dehydration, weight loss, malnutrition, hunger Repeated infections Unexplained trips/ falls Incontinence issues not addressed Inconsistent or reluctant contact with health or social care agencies Withholding needed items such as hearing aids, glasses, medication etc
Financial – Unauthorised or fraudulent obtaining and improper use of funds, property or resources	<ul style="list-style-type: none"> Misuse or misappropriation of property, possessions or benefits Theft, fraud, exploitation Pressure in connection with wills, property or inheritance Extortion of money, property or possessions by threat, coercion or fraudulent means Refusal to let the vulnerable person have access to their own money, property or possessions 	<ul style="list-style-type: none"> Unexplained or sudden inability to pay bills Unexplained or sudden withdrawal of money from accounts Personal possessions of value go missing without explanation Contrast between known income and actual living conditions Someone responsible for paying bills is not doing so Unusual interest by a relative, friend or neighbour in financial assets Where services are refused under pressure from potential beneficiaries Unusual purchases unrelated to the known interests of vulnerable person
Institutional – When the culture of the organisation, such as a care or medical facility, doesn't prioritise care	<ul style="list-style-type: none"> Abuse due to imposing rigid and insensitive regimes or routines Poor practices embedded in systems Unskilled or untrained staff Intrusive or evasive interventions Environment allowing inadequate privacy or comfort 	<ul style="list-style-type: none"> Lack of or inappropriate care plans Contact with the outside world not encouraged Restricting visitors Not accounting for individual preferences Lack of choice or consultation Lack of privacy Subdued behaviour Lack of personal clothing/ belongings Strong smell of urine, linen not changed regularly Furniture positioned to restrict movement

<p>Discriminatory – When values, beliefs or culture result in a misuse or power that denies opportunities</p>	<ul style="list-style-type: none"> • Unequal treatment • Inappropriate use of language • Exclusion • Harassment 	<ul style="list-style-type: none"> • The vulnerable person is subject to racist, sexist, gender or homophobic abuse or relating to their age, illness or disability • Not meeting cultural or religious needs • Imposing unwanted political, cultural or religious beliefs • Acts or comments motivated to harm or intimidate • Inciting others to commit abuse • Lack of effective interpreter provision
<p>Digital exploitation</p>	<ul style="list-style-type: none"> • Increased exposure to online activities due to World Pandemic • Negative influences • Promotion of hateful views, for example through conspiracy theories 	<ul style="list-style-type: none"> • Exploring new and unusual websites, chat forums and platforms. Harmful influences may push individuals towards platforms with a greater degree of anonymity. • Joining new or secret groups since isolation. • Speaking with new friends or being secretive about chats during online gaming or in forums. • A strong desire to seek new meaning, identity and purpose. • Using language, you wouldn't expect them to know. • Watching, sharing or creating films online linked to religious, political or racial hate. • Becoming increasingly argumentative or refusing to listen to different points of view.

*It is important to recognise the early signs of self-neglect through such indicators as related changes that result in functional decline, cognitive impairment, frailty or psychiatric illness because these can increase the individual's vulnerability to abuse, neglect and exploitation as well as increase the potential for developing a number of underlying health conditions.

Domestic Abuse is any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are or have been intimate partners or family members regardless of gender or sexuality.

Female Genital Mutilation (FGM) - A collective term used for illegal procedures, such as female circumcision, which includes the partial or total removal of the external female genital organs, breast ironing or injury to the female genital organs for a cultural or non-therapeutic reason.

Forced Marriage - In a forced marriage, victims are coerced into marrying someone against their will. They may be physically threatened or emotionally blackmailed to do so. It is an abuse of human rights and cannot be justified on any religious or cultural basis.

It is not the same as an arranged marriage where people have a choice as to whether to accept the arrangement or not. The tradition of arranged marriages has operated successfully with many communities and countries for several years.

Honour Based Abuse - Honour based abuse is a term used to describe harmful behaviours used to control and punish a member of a family or social group to protect cultural and religious beliefs, in the name of honour.

Modern Slavery (including human trafficking)- Encompasses slavery, human trafficking, domestic servitude and forced or compulsory labour. Traffickers and slave masters use whatever means they have at their disposal to coerce, deceive and force individuals into a life of abuse, servitude and inhumane treatment.

PREVENT Prevent is one part of the government’s overall counter-terrorism strategy, CONTEST. The aim of Prevent is to, tackle the causes of radicalisation, respond to the challenges that terrorist ideology may present, provide early intervention to safeguard and support those most at risk of radicalisation and to support those who have already engaged in terrorism to disengage and rehabilitate.

Section 26 of the Counter Terrorism and Security Act 2015 placed a duty on specified agencies including district councils to have “due regard to the need to prevent people from being drawn into terrorism”.

Criminal Exploitation (county lines and gangs)- The way street gangs exploit vulnerable younger adolescents, in both the major cities and the destination locations, to distribute narcotics across large areas of the country.

Child Sexual Exploitation A form of child sexual abuse where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a child or young person under the age of 18 into sexual activity: (a) in exchange for something the victim needs or wants and/or (b) for the financial advantage or increased status of the perpetrator or facilitator. The victim may have been exploited even if the sexual activity appears consensual. Child exploitation does not always involve physical contact; it can also occur through the use of technology.

Roles and Responsibilities

The council is committed to ensuring that any vulnerable person who comes into contact with an employee, volunteer or any aspect of the council’s activities feels safe and protected, is listened to and has their views taken into account.

[The Children Act 2004](#) places a statutory obligation on District/Borough Councils to ensure they have in place suitable arrangements to safeguarding and promoting the welfare of children (either

directly or via their families) who may access or use Council services. In summary, the Act requires the Council to ensure that:

- a) Its functions are discharged with due regard to the need to Safeguard and promote the welfare of children; and
- b) Through working with others, arrangements are put into place to Safeguard and promote the welfare of children.

The council requires all employees, volunteers and councillors in the organisation to understand their responsibility to share concerns about the welfare of any vulnerable person with the designated Safeguarding Officer. Designated officers are there essentially to provide advice, guidance and support when a referral or allegation is made. The council will endeavour to equip appointed officers with the necessary skills, information and confidence to carry out this role.

The legislation Working Together to Safeguard Children 2018 sets out that the three safeguarding partners (local authority, Chief Officer of Police and Integrated Care Boards) must work together with relevant agencies to safeguard and protect the welfare of children. All three partners have equal and joint responsibility for local safeguarding arrangements. In Suffolk, the new Suffolk Safeguarding Partnership arrangements came into force on 29 September 2019.

The council's housing and homelessness services have a duty under Section 11 of the Children Act 2004. Any person working on behalf of the council in these services may become aware of conditions that could have or are having an adverse impact on children. Part 1 of the Housing Act 2004 sets out that authorities must take account of the impact of health and safety hazards in housing on vulnerable occupants, including children, when deciding on the action to be taken by landlords to improve conditions. Housing authorities have an important role to play in safeguarding vulnerable young people, including young people who are pregnant or leaving care or a secure establishment.

BMSDC's is responsible for a variety of licensing functions and ensuring sufficient measures are in place to promote the licensing objective of 'protection of children from harm' in particular when licensing premises under the Licensing Act 2003 or the Gambling Act 2005. In relation to the licensing of hackney carriages and private hire, under the Police and Crime Act 2017, the Secretary of State for Transport has issued statutory guidance on exercising taxi and private hire vehicle licensing functions to protect children and vulnerable adults who are over 18 from harm when using these services. As a result, the licensing authority has a statutory duty to have in place arrangements that reflect the importance of safeguarding and promoting the welfare of children.

The council accepts responsibility for ensuring its employees, volunteers, councillors, partners and contractors are aware of this policy and guidance. It is also responsible for ensuring that employee, volunteer and councillor concerns about the welfare of children, young people and adults at risk are received and acted upon.

Even though many councillors, employees and contractors have limited contact with children and adults with needs for care and support as part of their duties and responsibilities, everyone should be aware of the potential indicators of abuse and clear about what to do if they have concerns.

Internal staff

Deputy Chief Executive - has overall accountability for Safeguarding in relation to paid services and is the Suffolk District and Borough Council Representative on the Local Safeguarding Partnership's Children's Board.

Designated Safeguarding Lead Officers - Suffolk Safeguarding Partnership requires B&MSDC to appoint named Safeguarding Leads. The names and officer details are set out below:

Safeguarding Lead Names	BMSDCs Role and Contact details	Role in Safeguarding
Kathy Nixon	Deputy Chief Executive Tel No. 01449 724964	Babergh and Mid Suffolk Representative on the Strategic Safe and Strong Communities group Raise the profile, support the policy and promote the development of services to ensure the protection of children and young people and adults at risk.
Vicky Moseley	Corporate Manager Communities. Tel No. 01449724642	Review the policy each year issuing operational guidance and promoting good practice and making policy recommendations to Senior Leadership Team. Provide advice, guidance and support when a referral or allegation is made. Contribute to the Section 11 audit.
Rachael Young	Assistant Manager- Community Safety and Resilience. Mobile No. 07599 102586	Review the policy each year issuing operational guidance and promoting good practice and making policy recommendations to Senior Leadership Team. Provide advice, guidance and support when a referral or allegation is made. Co-ordinate the annual Section 11 Review and the 3-year comprehensive audit to Suffolk Safeguarding Partnership. Development of an annual safeguarding action plan. Responsible for planning and implementing training to all councillors and retaining a log of all training.
Victoria Bond	Prevention and Homelessness Lead. Tel No. 01449 724972	Review the policy each year issuing operational guidance and promoting good practice and making policy recommendations to Senior Leadership Team.

		<p>Provide advice, guidance, and support when a referral or allegation is made.</p> <p>Contribute to the Section 11 audit.</p> <p>Development of an annual safeguarding action plan.</p>
Suzanne Hughes	Human Resources Tel No. 01449 724631	<p>Responsible for administering the Councils Recruitment Policy and Induction, including DBS checks.</p> <p>Responsible for planning and implementing training for all employees and retaining a log of all staff training and refresher dates.</p> <p>Provide advice, guidance, and support when a referral or allegation is made.</p> <p>Contribute to the Section 11 audit.</p>
Ifty Ali	Human Resources and Law & Governance Tel No. 01449 724694	Responsible for ensuring relevant policies and procedures are in place and kept up to date e.g., Recruitment, Whistleblowing, Disciplinary Procedures and Code of Conduct.
Ian Rafferty	Community Safety Team Tel No. 01449724679	Provide advice, guidance, and support when a referral or allegation is made.
Peter Watson	Community Safety Team Tel No. 01449 724627	Provide advice, guidance, and support when a referral or allegation is made.
Taiwo Ajayi	Community Safety Team Tel No. 01449724951	Provide advice, guidance, and support when a referral or allegation is made.
Rachel Cattermole	Communities Team Tel No. 01449724952	Provide advice, guidance, and support when a referral or allegation is made.
Susannah Farrer	Housing Solutions Team Tel No. 01449 724974	Provide advice, guidance, and support when a referral or allegation is made.
Mikaila Hopley-Poole	Housing Solutions Team Tel No. 01449724975	Provide advice, guidance, and support when a referral or allegation is made.

Councillors

The Councils are committed to ensuring that its Councillors are appropriately trained and are aware of their safeguarding responsibilities and those of the two authorities. This includes awareness of the Council's safeguarding duties under Section 11 of the Children Act 2004 and The Care Act 2014. The Portfolio Holders for Communities hold the position of Member Champion for Safeguarding and are responsible for promoting the importance of safeguarding amongst all Members.

All Councillors are required to adhere to this policy. If a safeguarding issue occurs relating to a Councillor, the Officer or Councillor informed of the breach should contact the Monitoring Officer or Deputy Monitoring Officer. Where there is evidence of illegal activity, the Councillor will be reported to the relevant authorities and may face criminal investigation.

Senior Leadership Team

The Senior Leadership Team (SLT), with support and advice from the Assistant Manager for Community safety and the Safeguarding Leads, will:

- encourage, embed, and maintain up to date safeguarding practice across all services and teams to ensure continuous improvement and compliance with national and local policies.
- ensure that the Safeguarding of Children and adults at risk or adults with needs for care and support are considered in strategies, plans and services.
- ensure all future contracts include Safeguarding provision in line with this Policy and make current contractors aware of this Policy.
- ensure that Safeguarding requirements are set out for organisations making grant applications for services involving children and adults with needs for care and support. Please see Procurement and Commissioning Safeguarding agreement at **Appendix A**
- support staff on all aspects of Safeguarding and ensure procedures are adhered to as set out in this Policy
- ensure Staff complete the appropriate Safeguarding training and attend the 3 -year refresher training

External agencies

MARAC (Multi Agency Risk Assessment Conference)

A Multi Agency Risk Assessment Conference (MARAC) is a victim focused information sharing and risk management meeting attended by all key agencies, where high risk cases are discussed. The role of the MARAC is to facilitate, monitor and evaluate effective information sharing to enable appropriate actions to be taken to increase public safety. In a single meeting, MARAC combines up to date risk information with a timely assessment of a victim's needs and links those directly to the provision of appropriate services for all those involved in a domestic abuse case: victim, children and perpetrator.

MASH (Multi Agency Safeguarding Hub)

The MASH has been developed to ensure close working arrangements between relevant agencies to ensure referrals and referrers get the right response first time. The MASH receives and processes all child and adult safeguarding contacts via Customer First, in addition to providing a Professional Consultation Line for professionals to speak with a member of staff from the MASH to discuss the most appropriate course of action for any concerns.

Suffolk Safeguarding Partnership (SSP)

The Suffolk Safeguarding Partnership (SSP) is a multi-agency partnership that works to protect children, young people and adults at risk of harm, neglect and exploitation in Suffolk.

The Partnerships consists of senior officers nominated by each of the main agencies who will be responsible for developing and maintaining strong and effective inter agency protocols to safeguard children, young people and adults at risk from neglect and exploitation,

Members of the SSP include Suffolk County Council's Adult and Community Services (ACS), Suffolk County Council's Children and Young Peoples Services, Integrated Care Boards (ICBs), Suffolk Constabulary, all statutory agencies in Suffolk involved in Safeguarding Adults and children, including NHS providers, District and Borough Councils, Suffolk County Fire and Rescue Service, independent and voluntary sector providers, advocacy services and Lay representation.

They bring a range of knowledge, experience, and expertise under the leadership of an Independent Chairperson.

The role of the SSP is to provide guidance and support as well as challenge and scrutiny of safeguarding practice.

Please see the website: www.suffolksp.org.uk

Procurement and third-party service providers.

The council commissions, funds and assists others to undertake functions on council property or land. It is important that any individuals or organisations that the council liaises with have an awareness of safeguarding and that council property and open spaces are wherever possible designed to promote safety and wellbeing.

All suppliers and contractors are required to demonstrate their commitment to and understanding of safeguarding. This includes robust safeguarding procedures, a comprehensive safeguarding policy, staff training and clear reporting procedures. All commissioned services/organisations that deliver services directly with children need to sign a declaration form to declare all staff and volunteers working with them hold a current DBS check no older than three years and that they have completed safeguarding training. A monitoring system of safeguarding arrangements is in place as part of the commissioning process.

Procurement & Commissioning

It is the role of the Procurement and Commissioning Team to ensure that suppliers understand their role in relation to Safeguarding including modern slavery in supplier chains and they take appropriate action to identify and address potential risks. **Please see APPENDIX A & B.** Any safeguarding risks including modern slavery will be managed via the contract manager.

Leisure Centres

In Partnership with B&MSDC, Abbeycroft Leisure manage the leisure centres in the Babergh District; Kingfisher Leisure Centre and Hadleigh Pool and Everyone Active manages the leisure centres in the Mid Suffolk District Councils; Mid Suffolk Leisure Centre and Stradbroke Swimming Pool and Fitness Centre. Each of the four leisure centres manages and monitors Safeguarding training for all staff employed at the leisure centres where workers are likely to come into contact with children or adults with needs for care and support and should adhere to the B&MSDC Safeguarding Agreement.

The Assistant Manager- Community Safety and Resilience is responsible for obtaining safeguarding training quantitative and qualitative data from each of the leisure centres on an annual basis for inclusion of the annual SSP Section 11 Audit.

Grant applications

As a minimum, an organisation will be expected to have a policy statement or procedure relating to safeguarding. Commissioned, contracted or grant funded organisations with minimal contact with children, young people and adults at risk may wish to adopt the councils Safeguarding Policy and procedures if deemed suitable.

Safe Recruitment Practices

The council will take all reasonable steps to ensure unsuitable people are prevented from working or volunteering in settings that bring them into close direct contact with children or adults at risk. The Protection of Freedoms Act 2012 has scaled back the requirement to undertake disclosure and barring service (DBS) criminal record checks, to focus on those working unsupervised or in regular close contact with vulnerable people.

Where a post is identified as requiring a DBS check and the new employee does not already hold a valid DBS check, the council will undertake a DBS check as part of its recruitment process. DBS checks will be reviewed in line with our 'Disclosure and Barring Service (DBS) and Employment of Ex-Offenders Policy'.

Human Resources will:

- ensure the effective implementation of the Councils' Recruitment Policy and Induction and that all staff employed who as part of their duties, may be required to work with children and adults with needs for care and support are subject to the appropriate external checks including Disclosure and Barring Service checks (DBS), prior to appointment.
- hold details on a database of all posts within the Councils', the date each postholder completed Safeguarding Adult and Safeguarding Children training and run reports from the database as to which postholders have/have not attended Safeguarding training or refresher training (every 3 years).
- ensure that relevant policies and procedures are in place and kept up to date e.g. Recruitment and Disciplinary Procedures.
- support managers in the use of these policies
- contribute to the annual Section 11 Review and 3- year comprehensive review.

Safeguarding Training

BMSDCs Human Resources team alongside managers are responsible for ensuring all staff and councillors are aware of their obligation to undertake Safeguarding training. This is to ensure they are well informed, trained, supervised and supported so that they are better able to identify potential indicators of abuse, less likely to become involved in actions that may cause harm to children and adults at risk and are less likely to do anything which could put themselves at risk or

may be misinterpreted. HR manage and monitor staff and councillor attendance in relation to Safeguarding training.

All staff are required to complete the Level 2 Safeguarding Children training and the Introduction to Safeguarding Adult training and the refresher training every 3 years.

All councillors are required to complete the Combined Safeguarding Adult, Children and Young People training and the refresher training every 3 years.

Information Sharing

Babergh and Mid Suffolk District Councils has signed up to the Suffolk Information Sharing Agreement. If you are in any doubt about information sharing, speak to a Safeguarding Lead Officer or BMSDCs Information Governance Officer.

There are 7 Golden Rules:

1. **Remember that the Data Protection Act is not a barrier to sharing information** but provides a framework to ensure that personal information about living persons is shared appropriately.
2. **Be open and honest** with the person (and/or their family where appropriate) from the outset about why, what, how and with who information will or could be shared and seek their agreement unless it is unsafe or inappropriate to do so.
3. **Seek advice** from the information governance lead, if you are in any doubt, without disclosing the identity of the person
4. **Share WITH CONSENT where appropriate** and where possible, respect the wishes of those who do not consent to share confidential information. You may still share information without consent, if, in your judgement, that lack of consent places a child, young person or adult at risk of significant harm. You will need to base your judgement on the facts of the case
5. **Consider safety and well-being:** Base your information sharing decisions on considerations of the safety and well-being of the person and others who may be affected by their actions.
6. **Necessary, proportionate, relevant, accurate, timely and secure:** Ensure that the information you share is necessary for the purpose for which you are sharing it, is shared only with those people who need to have it, is accurate and up to date, is shared in a timely fashion and is shared securely.
7. **Keep a record of your decision and the reasons** – whether it is to share information or not. If you decide to share, then record what you have shared, with whom and for what purpose.

The Data Protection Act 2018 controls how organisations, business and governments use personal information. It is through this act that the General Data Protection Regulation (GDPR) was implemented by Government.

Recording and Reporting Concerns

In the event that an employee, volunteer or councillor has grounds to be concerned about the welfare of a vulnerable person, they should act immediately.

When a vulnerable person is making a disclosure, they will be informed of their right to talk to an independent person, for example social services, about any possible abuse. This is of particular importance where the allegation concerns a council employee.

The council has adopted the procedures set out by Suffolk County Council for reporting concerns with information provided in the following links:

[Report Abuse of an Adult](#)

[Reporting a Child at Risk of Harm, Abuse or Neglect](#)

[Suffolk Safeguarding Partnership Concerned Page](#)

If a child, young person or adult at risk is at immediate risk of significant harm, dial 999 as in any emergency.

Should an employee, volunteer, contractor or councillor be dissatisfied with how the council has responded to an incident, allegation or concern, they may report their concerns directly to the MASH or the police.

Where an employee, volunteer or councillor is dissatisfied with how a professional in a partner agency has dealt with their concerns regarding a child or young person, they may raise these by using the Suffolk Local Safeguarding Partnership's Escalation Process, details of which can be found at www.suffolksp.org.uk

The first step when considering escalating concerns should be to discuss the matter with the council's Designated Safeguarding Officer. However, the first key principle in any dispute should be that it is everyone's professional responsibility to problem solve and come to an agreed resolution at the earliest opportunity, always keeping in mind the child's or vulnerable adult's safety and welfare.

Safeguarding Allegations

Local Authority Designated Officers (LADO)

The role of the LADO – allegations against people in the position of trust.

'Working Together to Safeguard Children' refers to local authorities having a designated officer, or a team of designated officers involved in the management and oversight of allegations against people that work with children. For Suffolk, the LADOs are employed by Suffolk County Council (SCC).

Allegations against professionals refers to allegations that a professional, in the course of their work (including volunteering) with children has behaved in a way that has harmed a child or may have harmed a child. All such allegations should be referred to the LADO (Local Authority Designated Officer).

The role of the LADO:

- The LADO has management and oversight of the investigation process from beginning to end following an allegation against people in a position of trust who work with children.
- The LADO is not the decision maker – this remains with the employer, but they will provide advice and guidance to employers and voluntary organisations, liaise with police and other agencies and monitor progress of cases to ensure they are dealt with as quickly as possible, consistent with a fair and thorough process.
- The LADO process applies to everyone who works or volunteers with children.

Local Authority Designated Officers can be contacted for allegations against all staff and volunteers via:

Email on LADO@suffolk.gov.uk or LADO central telephone number 0300 123 2044

Whistleblowing

The Councils have a Whistleblowing policy which should be read in conjunction with this policy.

All employees have a duty of care to draw attention to bad or poor practice in the workplace. This includes practice that may be abusive and/or neglectful.

This Safeguarding Policy is intended to supplement, rather than to replace the Whistleblowing Policy whereby employees of the Councils and other persons may raise complaints or matters of concern with the Council. It may also be followed where reports are made of Safeguarding allegations against staff suspected of wrongdoing or malpractice that they reasonably believe is in the public interest.

Section 11 Review

The Suffolk Safeguarding Partnership (SSP) have a remit to ensure that there are effective arrangements in place to protect children, young people and adults at risk from harm. This self-assessment is designed to provide partner agencies with the opportunity to highlight areas of strength, as well as to identify areas for development, in respect of their duties and responsibilities for safeguarding children, young people and adults at risk.

The Self-Assessment Tool is a yearly review of safeguarding practice, which will help partners, identify strengths and weaknesses and to develop an action plan to further enhance their effectiveness.

The Annual Review will enable the SSP to provide a level of scrutiny and monitoring across the partnership and the review will feed into the priorities for the SSP Business Plan.

BMSDCs have a statutory duty to undertake the annual Section 11 Review. This is completed and presented by a Safeguarding Lead for Community Safety with input from several service areas at BMSDCs and externally from the leisure providers and contractors.

Policy Review

BMSDCs will review this policy every four years or as appropriate in light of significant legislative changes.

Further Information

In relation to Adults:

Suffolk Safeguarding Partnership
www.suffolksp.org.uk

Suffolk County Council – adult safeguarding
<https://www.suffolk.gov.uk/care-and-support-for-adults/protecting-people-at-risk-of-abuse/adult-abuse-and-safeguarding/>

Suffolk Mental Capacity Act and DOLS website:
<https://www.suffolk.gov.uk/mca>

The Care Act 2014 – Care and Support statutory guidance (safeguarding)
<https://www.gov.uk/guidance/care-and-support-statutory-guidance/safeguarding>

SCIE Adult Safeguarding questions:
<http://www.scie.org.uk/care-act-2014/safeguarding-adults/adult-safeguarding-practice-questions/>

In relation to Children:

National Society for the Prevention of Cruelty to Children
www.nspcc.org.uk

Child Exploitation Protection – Online
[Home » Suffolk Safeguarding Partnership \(suffolksp.org.uk\)Reporting a child at risk of harm, abuse or neglect \(safeguarding\) | Suffolk County Council](#)

Appendix A

Procurement and Commissioning Safeguarding Agreement

Contents

1. Key personnel
2. Declaration
3. Purpose of the Agreement
4. Child Protection/Safeguarding Adults Policies
5. Training
6. Supervision and Safeguarding
7. Management of Allegations
8. Monitoring
9. Sub-Contracting
10. Attestation

1. Key Personnel

Person	Role
Project Commissioning Officer	The person who is responsible for the commissioning of the party undertaking the works / services and is ultimately responsible for their performance under the contract.
Supplier	The party undertaking the relevant works and/or services, the undertaking of which is subject to this safeguarding schedule.
Contract Manager	The person who has been appointed by the Project Commissioning Officer to manage the project and undertake the project manager /contract administrator duties under the contract formed with the party undertaking the works / services.

Other Key Terms

Person	Role
Children	Is anyone who has not yet reached the official minimum school leaving age (MSLA).
Young Person	Any person aged under 18 years
Adult at risk	Any person aged over 18 years

2. Declaration

At the commencement of the Contract / Framework Agreement, or at any stage during the Contract / Framework period if as a result of an amendment, and prior to any works or services being undertaken, the **Supplier** will sign and return this agreement to: **the Project Commissioning Officer**

The **Supplier** shall comply with the requirements of this safeguarding Schedule.

3. Purpose of Agreement

The **Supplier** must ensure they have robust and well managed safeguarding arrangements in place. The safeguarding arrangements must be compliant with the current and in force regulations and legislation. It is the **Supplier's** responsibility to ensure all staff and volunteers employed, engaged or working under the directions of the **Supplier** (the "Employees") are safely recruited, trained, managed and supervised to ensure compliance with the above-mentioned requirements.

This Schedule will be held as part of the safeguarding arrangements for the Council to fulfil its duties to safeguard and protect Children, Young People and Adults at risk. This agreement will be renewed on an annual basis to ensure that it remains current and up to date.

4. Child Protection/Safeguarding Adults Policies

The **Supplier** shall have a Safeguarding Policy in place with detailed procedures, covering the protection / safeguarding of Children, Young People and Adults at risk, for:

- Safer recruitment and selection
- Training, including induction
- Supervision and Safeguarding Procedure
- Management of allegations against staff and making referrals
- Whistleblowing

The **Supplier** shall ensure that all Employees and Volunteers have read and understood the policies and guidance that are in place.

The **Supplier** shall keep a register of all Employees and against each Employee the **Supplier** shall record the policies which the Employee has been given copies of and the date such policies were provided to the Employee. The **Supplier** shall also ensure the Employee signs and dates the register to attest the fact that they have read and understood such policies.

Babergh and Mid Suffolk District Councils (BMSDCs), may at any time require additional checks for contracts undertaken on premises where Children, Young People or Adult who may be vulnerable are, or might be present (e.g. Leisure Centres) as detailed below.

For all positions that fall within the definition of Regulated Activity as currently set out within the Safeguarding Vulnerable Groups Act 2006 (and as amended by the Protection of Freedoms Act 2012), the **Supplier** shall be required to carry out an Enhanced Disclosure and Barring Service Check either, depending on the specific facts, with or without a check of the barred lists.

The Disclosure and Barring Service provides clear guidelines relating to posts that fall within definition of Regulated Activity and that are eligible for an Enhanced Disclosure.

Unless specifically permitted under the terms of the **Supplier's** employment, the **Supplier** shall not be entitled to any additional payment from Babergh and Mid Suffolk District Councils for carrying out the checks.

The **Supplier** shall carry out checks to a commensurate standard to the ones required for all UK nationals for Employees that are not UK Nationals. In circumstances where the **Supplier** is

prevented, for reasons outside of their control, from obtaining commensurate checks then the **Supplier** shall inform Babergh and Mid Suffolk District Councils and carry out such checks as the Councils may reasonably require.

Information, advice and guidance relating to criminal record checking; positive disclosures and suitability decisions; providing services prior to a **Supplier** receiving a disclosure and any legislative changes as a result of the recent Protection of Freedoms Act (2012) can be obtained from HR.

In addition, **Suppliers** are required to liaise with and comply with any on-site policies that are in place. Where such policies conflict with the requirements set out within this document the **Supplier** shall notify **Contract Manager** and the **Contract Manager** shall inform the **Supplier**, in writing, which policy takes precedence. The **Supplier** shall not be entitled to any additional payment from Babergh and Mid Suffolk District Councils for compliance with the on-site policies.

5. Training, including induction

As a minimum, training/inductions should always include an explanation of the organisation's safeguarding policies including the context and implementation; this will usually be carried out during staff induction and will be supported by regular refresher sessions. Training for all staff and volunteers should cover:

- being aware of the importance, and their responsibility in appropriately sharing their concern where they are worried that a Child, Young person or Adult who may be vulnerable may be suffering, or at risk of, abuse or neglect;
- being aware of how to record and report concerns when concerned about the behaviour of a colleague/ member of staff;
- understanding and being able to implement safe working practices for individual workers;
- knowing who in the organisation has lead responsibility for safeguarding.

Suppliers are required to ensure all Employees have undertaken appropriate and up to date training, including where required to comply with all relevant legislation. The **Supplier** will keep a record that details all Employees and against each Employee the **Supplier** shall record the policies which the Employee has been given copies of and the date such policies were provided to the Employee. This record can be requested at any time by Babergh and Mid Suffolk District Councils.

6. Supervision and Safeguarding Procedure

When working on the delivery of this contract / framework agreement, the **Supplier** shall comply with all current and in force statutory guidance for their sector and any site-specific policies that are in place.

The **Supplier** shall comply with the Procurement and Commissioning Code of Conduct shown in **Appendix B**

7. Management of allegations against staff and making referrals

If the **Supplier** is working in environments where Children, Young People or Adults who maybe venerable are present, they must be mindful of the Suffolk Safeguarding Partnership Safeguarding and Child Protection Procedures 'managing allegations' procedures.

<https://www.suffolksp.org.uk/working-with-children-and-adults/children/policies-procedures-and-guidance-children-and-young-people/>

Additionally, Employees must be made aware of the process for seeking advice and guidance or making referrals to the Multi Agency Referral Unit (MARU) service detailed in Appendix B and the **Supplier** shall keep a centralised register evidencing this fact.

The **Supplier** must have a clear procedure in place for handling concerns/allegations of abuse or neglect.

Responsibility for compliance rests with the contracted organisation which should have a named senior manager, identified in the Safeguarding Policy, to whom all allegations should be initially referred.

8. Monitoring Arrangements

Where the Supplier is working on a site which is not their own; the site representative shall be responsible for monitoring the safeguarding arrangements in place for any project taking place on the site for which they are responsible against that sites safeguarding policy.

Babergh and Mid Suffolk District Councils will monitor the safeguarding arrangements of **Supplier's** should it be felt necessary or proportionate to the risk.

All **Supplier's** policies shall be regularly reviewed and updated to ensure they capture the most recent and in-force guidance, compliance and legislative requirements

Further safeguarding checks may be undertaken and information requested from the **Supplier** as Babergh and Mid Suffolk District Councils deems appropriate

The **Supplier** shall forward any statutory safeguarding report[s] to Babergh and Mid Suffolk District Councils within 48hrs of such report being created and/or received by the **Supplier**.

9. Subcontracting Arrangements

Both those directly employed or engaged by the **Supplier**, including sub-Contractors, shall comply with the above requirements.

It is the **Supplier's** responsibility to ensure that all subcontractors have in place a commensurable safeguarding policy and procedure as detailed above or that the subcontractor adopts the policy and procedure of the primary **Supplier** for the duration of their work on this contract.

The **Supplier** is liable for the performance of all subcontractors appointed by them. Any failure by the subcontractor to comply with the requirements of this Schedule shall be deemed a failure by the **Supplier**.

10. Attestation

Supplier's Agreement to Schedule

On behalf of the organisation stated below, I hereby agree to comply with contents of this document and to complete all the required checks in respect of all workers deployed to work under this agreement and that I will provide Babergh and Mid Suffolk District Councils with the information required.

Name of organisation _____

Name _____

Position held _____

Signature _____ **Date** _____

Agreement to Schedule

Signed on behalf of Babergh and Mid Suffolk District Councils.

Name of organisation: Babergh and Mid Suffolk District Councils

Name _____

Position held _____

Signature _____ **Date** _____

Appendix B

Babergh and Mid Suffolk Councils Code of Conduct for suppliers

Please Display on Site

Please help us to ensure the safety of our service users by ensuring that all personnel working on the project are notified of and comply with this code of conduct. It is the responsibility of all adults to safeguard and promote the welfare of Children, Young People and Adults who may be vulnerable. The Supplier is asked to ensure that any person directly employed by them (or through each sub-Contractor) or any volunteer acting on behalf of the supplier agrees to comply with the following:

- a) Sign in and out of site each day in the notebook/work log provided (where appropriate to do so).
- b) Work safely and take responsibility for own actions and behaviour.
- c) Avoid any contact with persons which would lead any reasonable person to question your motivation and intentions.
- d) Unless during contract delivery; avoid all contact with Children, Young Person or Adults, who may be vulnerable.
- e) NEVER give your personal contact details to children, young people or adults who may be vulnerable, including your mobile phone number. Contact via social network sites is also unacceptable.
- f) Work and be seen to work, in an open and transparent way.
- g) Stay within the agreed work area and access routes (where appropriate)
- h) Keep your Employer informed of where you are and what you are doing.
- i) Do not use profane or inappropriate language.
- j) Dress appropriately, i.e. dress in a way that:
 - Is unlikely to be viewed as offensive, revealing or sexually provocative
 - Does not distract, cause embarrassment, or give rise to misunderstanding
 - Is absent of any political or contentious slogans
 - Is not considered to be discriminatory and is culturally sensitive

REMEMBER: Your actions, however well intended could be misinterpreted. Be mindful of the need to avoid placing yourself in vulnerable situations

Identification: A suitable means of identification for all Employees / sub-Contractors / visitors, should always be agreed by the Supplier in advance of contract commencement and be worn.

Signed Supplier: _____

At pre-contract meeting on (insert date): _____

Appendix C

Flowchart for reporting concerns

Babergh and Mid Suffolk District Councils

Safeguarding

children, young people and adults at risk flowchart for reporting concerns



Agenda Item 15

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