

Guildhall Gainsborough
Lincolnshire DN21 2NA

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This meeting will be webcast and published on the Council's website

AGENDA

Prayers will be conducted prior to the start of the meeting.
Members are welcome to attend.

Notice is hereby given that a meeting of the Council will be held in the Council Chamber - The Guildhall, Marshall's Yard, Gainsborough, DN21 2NA, , on **Monday, 10th October, 2016 at 7.00 pm**, and your attendance at such meeting is hereby requested to transact the following business.

To: Members of West Lindsey District Council

1. APOLOGIES FOR ABSENCE

2. MINUTES OF THE PREVIOUS MEETING
To confirm as a correct record the Minutes of the meeting on 5 September 2016.
(PAGES 1 - 6)

3. MEMBERS' DECLARATIONS OF INTEREST
Members may make any declarations of interest at this point and may also make them at any point during the meeting.

4. MATTERS ARISING
(PAGES 7 - 8)

5. ANNOUNCEMENTS
 - i) Chairman of Council
 - ii) Leader of the Council
 - iii) Head of Paid Service

6. PUBLIC QUESTION TIME

Agendas, Reports and Minutes will be provided upon request in the following formats:

Large Clear Print: Braille: Audio: Native Language

7. QUESTIONS PURSUANT TO COUNCIL PROCEDURE RULE NO. 9
8. MOTIONS PURSUANT TO COUNCIL PROCEDURE RULE NO. 10
9. DISTRICT COUNCIL BY-ELECTIONS 2016
To receive the results of the District Council By-Election held on 29 September 2016
(PAGES 9 - 10)
10. GREATER LINCOLNSHIRE DEVOLUTION PROPOSAL
(PAGES 11 - 92)
11. WEST LINDSEY INDEPENDENT LIVING POLICY 2017-2019
(PAGES 93 - 110)
12. FOUR YEAR AGREEMENT
(PAGES 111 - 120)
13. WEST LINDSEY TRADING COMPANY
(PAGES 121 - 186)
14. MINUTES OF COMMITTEE MEETINGS
To Receive the Minutes of Committee Meetings Published since the Council Meeting on
5 September 2016.
(PAGES 187 - 214)

M Gill
Chief Executive
The Guildhall
Gainsborough

Friday, 30 September 2016

Agendas, Reports and Minutes will be provided upon request in the following formats:

Large Clear Print: Braille: Audio: Native Language

WEST LINDSEY DISTRICT COUNCIL

Minutes of the Meeting of Council held in the Council Chamber - The Guildhall, Marshall's Yard, Gainsborough, DN21 2NA on 5 September 2016 at 7.00 pm.

Present: Councillor Roger Patterson (Chairman)
Councillor Mrs Jessie Milne

Councillor Gillian Bardsley	Councillor Stuart Kinch
Councillor Owen Bierley	Councillor John McNeill
Councillor Sheila Bibb	Councillor Mrs Pat Mewis
Councillor Matthew Boles	Councillor Tom Regis
Councillor David Bond	Councillor Mrs Diana Rodgers
Councillor Jackie Brockway	Councillor Lesley Rollings
Councillor David Cotton	Councillor Reg Shore
Councillor Stuart Curtis	Councillor Thomas Smith
Councillor Christopher Darcel	Councillor Jeff Summers
Councillor Michael Devine	Councillor Mrs Anne Welburn
Councillor Adam Duguid	Councillor Mrs Angela White
Councillor Steve England	Councillor Trevor Young
Councillor Ian Fleetwood	

In Attendance:

Chief Executive
Director of Resources
Chief Operating Officer
Commercial Director
Strategic Lead – Democratic and Business Support
and Monitoring Officer
Governance and Civic Officer
Neighbourhood Plans Officer

Also in Attendance: Rev Sue Deacon

Also Present: three members of the public

34 APOLOGIES FOR ABSENCE

Apologies had been received from Councillors Rainsforth, Marfleet, Howitt-Cowan, Oaks, Parish and Giles McNeill, and Councillor Strange was on other Council business.

35 MINUTES OF THE PREVIOUS MEETING

The Minutes of the meeting held on 4 July 2016 were confirmed as a correct record, subject to the amendment that the member of the public who had asked a question at the previous meeting be given his full title of Group Captain Rodgers MBE.

36 MEMBERS' DECLARATIONS OF INTEREST

No declarations were made.

37 COUNCIL MATTERS ARISING

The two matters arising were noted as being complete. Councillor Mrs Brockway further informed the meeting that she had made enquiries and that officers had not been aggressive as had been claimed and that any concerns would be dealt with appropriately.

RESOLVED that the Matters arising be noted.

38 ANNOUNCEMENTS

Chairman of the Council

The Chairman noted that he had been to a number of Civic events, most notably a memorial dedication service at RAF Ingham which had been very moving, and also a meeting with business leaders to promote Gainsborough, which had been very positive and gave out the message that West Lindsey was Open for Business.

Leader of the Council

The Leader had met with representatives from Lincoln University regarding the expansion of Riseholme college, and read out an extract from a letter which set out proposals and ambitions for the future, which included £20m worth of investment.

Work had also been ongoing on the health agenda, problems were trying to be understood and a way of working forwards sought. John Coupland Hospital was not closing, and would become a medical hub, providing a local service to fit local needs.

A meeting had taken place with the Mayor and Town Council Chairman of Market Rasen to discuss the future of the town.

Note was made of the exceptional development at the Eshings in Welton.

A letter had been received from ACIS informing that £8.1m had been spent on housing across the country and in the future an in-house company, Prime, would be replacing Galatia to undertake the works programme, which all Ward Members needed to be aware of.

Councillor Brockway stated that she was aware of problems being caused to residents by the expansion of Riseholme and it was felt that there had been a lack of engagement. Councillor Brockway pleaded for co-operation and understanding. The Chief Executive gave reassurance that there was an awareness of problems and that every effort was being made to understand and collaborate with the University and the Parish Council. Engagement was crucial and the Council were trying to facilitate this.

Head of Paid Service

The Chief Executive summarised the progress being made with the Devolution agenda and fed back the results of recent consultation, which had shown overwhelming support for the principle of working collectively in partnership, however the question of the position of Mayor was considered to be unnecessary bureaucracy. All Council Leaders had met, and discussion would be held with the new Minister for the Department of Communities and Local Government. The content of the Autumn statement was unknown particularly post Brexit and its implications.

The Council Chairman also made note of the resignation of Councillor Alex Bridgwood who had left the Council to join the army, and thanked him for his service. Acknowledgement was made to the standard bearer for the British Legion, David Cook, who had recently passed away, and who had been a constant figure at events, the funeral would take place on the coming Friday.

The Leader of the Council echoed the sentiments to Alex Bridgwood and wished him well in his new career.

The Chairman noted that there was to be an additional Council meeting on 10 October 2016 for consideration of the Devolution proposals.

39 PUBLIC QUESTION TIME

There were no questions from the public.

40 QUESTIONS PURSUANT TO COUNCIL PROCEDURE RULE NO. 9

There were no questions pursuant to Procedure Rule 9.

41 MOTIONS PURSUANT TO COUNCIL PROCEDURE RULE NO. 10

A motion had been received from Councillor Anne Welburn.

“You may be aware that in December, a Private Members Bill aimed at giving local councils powers to tackle irresponsible pavement parking was proposed in Westminster and I ask this Council to support legislation in this area.

Legislation would simplify the current situation on pavement parking across England and Wales by recreating the system that exists in London, which prevents people from parking on the pavement except in areas specially designated by the council. Whilst the Bill didn't progress, the Government is currently looking into potential solutions to the problems of pavement parking. I am asking if you will help by writing to the Secretary of State for Transport, to express support for a nationwide law on pavement parking.

A pavement parking law would make a huge difference to pedestrian safety all over the country and in our area through a driver mentality shift, and the Government needs to know that it has the support of councils as well as road users.

I propose that the Leader and Chief Executive write to and lobby our MP and other

key bodies such as DCLG, LGA, DCN and Select Committee based on these proposals.

I so move.”

The Leader of the Council responded by thanking Councillor Welburn for her motion.

“I believe that this is an important issue which can have an impact on the wellbeing of many of our residents. I agree with you that a change in the law would make a difference to pedestrian safety. As such I would be delighted to second your motion and I will write to the stakeholders you suggest if the Council share our views.”

Brief discussion ensued with Councillors stating that any response must be sensible and that the problem lay with planning permission being given for houses with insufficient parking provision. Drivers refrained from parking on roads and causing obstructions, therefore parked on pavements. However the plea for consideration of the matter had originally come from the Guide Dogs for the Blind association and there were also problems for wheelchairs and pushchairs. Pedestrians should not have to walk on the road if drivers had parked irresponsibly.

It was stated that this was not something that traffic wardens could enforce as it was a police matter, however Councillor Welburn noted that this was a Private Members Bill to give powers to Councils, but the matter was complicated and the Department was looking at the issues. The motion was to seek support for this work.

RESOLVED that the Leader of the Council write to the necessary bodies to express the support of West Lindsey District Council for a resolution to the problems.

42 ANNUAL TREASURY REPORT

The Director of Resources introduced the report, stating that the Treasury Management Strategy was monitored quarterly by the Corporate Policy and Resources Committee with a strategy report, a mid-year report and an end of year report, and this was now presented for full Council approval.

Under Local Government regulations and the CIPFA Code of Practice on Treasury Management the Council was required to produce an Annual Treasury Management review. It was confirmed that the Council had complied with all requirements under the code.

A typographical error on page 20 was highlighted, in that 31 March 2015 should read 2016 in the final column.

Councillor Summers and Councillor Cotton, the Chairman and a Member of the Corporate Policy and Resources Committee commended the report, acknowledging the work of the accountancy staff and the Director of Resources, and noted that the impressive document reinforced the strong position of the Council.

RESOLVED that Members accept the Annual Treasury Management Report for 2015/16 and approve the actual 2015/16 Prudential and Treasury Indicators contained therein.

43 WELTON BY LINCOLN NEIGHBOURHOOD PLAN

Councillor Steve England gave the Council an update on Neighbourhood Plans across the District giving statistics of those that had been completed and those currently in progress. Several were in the pipeline and were due to be presented to Council meetings over the next few months for approval. Councillor England said that 2017 was to be a busy year and commended the hands-on approach of officers with particular thanks to Luke Brown for his dedication and hard work.

Members echoed the words of Councillor England stating that West Lindsey was ahead of the game in producing Neighbourhood Plans and these gave communities a real voice.

Luke Brown then summarised the report which sought approval for the Welton by Lincoln Neighbourhood Plan to be 'made'.

RESOLVED that the Welton by Lincoln Neighbourhood Plan be made in accordance with the Neighbourhood Planning Regulations 2012.

Parish Councillor Alan Greenaway and Geoff Dunn then formally presented the Chairman with a copy of the Welton by Lincoln Neighbourhood Plan and described the background and process of the work undertaken in its production. A big thankyou was given to all those who had been involved.

The Leader of the Council called for a round of applause to show appreciation for the work undertaken.

44 MINUTES OF COMMITTEE MEETINGS

RESOLVED that the minutes of the Committee Meetings published since the Council meeting of 4 July 2016 be received.

The meeting concluded at 7.57 pm.

Chairman

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Council Matters Arising Schedule

Purpose:

To consider progress on the matters arising from previous Council meetings.

Recommendation: That members note progress on the matters arising and request corrective action if necessary.

Matters arising Schedule

Black	Action Required	Due Date	Assigned to
Pavement Parking	Leader of the Council to write to the appropriate bodies to give WLDC support to the work on the Private Members' Bill on pavement parking.	10/10/16	Cllr. J Summers

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DECLARATION OF RESULT OF POLL

WEST LINDSEY DISTRICT COUNCIL

Election of a District Councillor for

Cherry Willingham Ward

on Thursday 29 September 2016

I, Manjeet Gill, being the Returning Officer at the above election, do hereby give notice that the number of votes recorded for each Candidate at the said election is as follows:

Name of Candidate	Description (if any)	Number of Votes*
BECKETT, Wendy Dawn	Labour Party	288
BRIDGWOOD, Trevor John	UK Independence Party (UKIP)	244
PALMER, Maureen Florence	The Conservative Party Candidate	555 Elected

* If elected the word 'Elected' appears against the number of votes.

The number of ballot papers rejected was as follows:	Number of ballot papers
A want of an official mark	0
B voting for more Candidates than voter was entitled to	1
C writing or mark by which voter could be identified	1
D being unmarked or wholly void for uncertainty	1
E rejected in part	0
Total	3

Vacant Seats: 1

Electorate: 6185

Ballot Papers Issued: 1090

Turnout: 17.62%

And I do hereby declare that,

Maureen Florence Palmer

is duly elected Councillor for the said Ward.

Dated Friday 30 September 2016

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Manjeet Gill
Returning Officer

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Full Council

10 October 2016

Subject: Greater Lincolnshire Devolution Proposal

Report by:

Chief Executive

Contact Officer:

Manjeet Gill
Chief Executive
01427 676500
Email Manjeet.gill@west-lindsey.gov.uk

Purpose / Summary:

The report sets out the latest position in relation to the implementation of the devolution agreement for Greater Lincolnshire.

On 25 May 2016 Council received the results of a Governance Review under section 108 of the Local Democracy Economic Development and Construction Act 2009 and on the basis of that Review approved the preparation and publication of a Scheme for consultation under section 109 of the Act.

This report provides confirmation on the outcome of the consultation exercise undertaken by the ten local authorities in the Greater Lincolnshire area and invites the Council to determine whether to consent on behalf of West Lindsey District Council to the creation of a Combined Authority in Greater Lincolnshire and if so the basis on which to do so.

RECOMMENDATIONS

That the Council:-

1 Notes the contents of the consultation report at Appendix 1 ("the Consultation Report").

2 Supports in principle the giving of consents on behalf of West Lindsey District Council, as a constituent council of the proposed combined authority for the Greater Lincolnshire area, to the making by the Secretary of State of an order:-

(a) for the establishment of a combined authority for the Greater Lincolnshire area pursuant to section 110 of the Local Democracy, Economic Development and Construction Act 2009 (LDEDCA).

(b) for the making of constitutional provisions in relation to the combined authority in accordance with the draft Order at Appendix 2 pursuant to section 104 of LDEDCA.

(c) for the delegation to the combined authority of the transport functions of the Secretary of State and the other functions of public authorities set out in the draft Order at Appendix 2 pursuant to sections 104 and 105A of LDEDCA.

(d) for the functions of the Combined Authority specified in the draft Order to be exercisable only by the mayor subject to the conditions and limitations specified in the draft Order pursuant to S107D of LDEDCA.

(e) for Chapter 1 Part 1 of the Localism Act 2011 to have effect in relation to the combined authority as it has in effect to a local authority.

(f) for the combined authority to be treated as a levying body for the purposes of section 74 of the Local Government Finance Act 1988 in respect of expenses of the combined authority that are reasonably attributable to the exercise of any of its functions other than mayoral functions.

(g) for the combined authority to be given power to borrow under section 1 of the Local Government Act 2003 for a purpose relevant to any of its functions.

3 Delegates to the Chief Executive, in consultation with the Leader of the Council authority to approve the giving of consent to the matters referred to in paragraph 3 when the terms of the Order are known

4 Notes and has due regard to the contents of the Equalities Impact Analysis at Appendix 2.

IMPLICATIONS

Legal: As set out in the detail of the report.

Financial : FIN-73-17 All constituent authorities have been requested support an annual contribution of £50,000 towards the cost of the Combined Authority. Council are therefore requested to approve this ongoing contribution, which will require an increase to the Base Budget of £50,000 which will therefore be included in the 2017/18 Medium Term Financial Plan. However these costs will be made from reductions in budgets to the Central Lincolnshire Combined Authority costs for the JPU (Joint Planning Unit) as the combined Authority will discharge some functions of that unit such as infrastructure delivery once the Local Plan is in place.

This contribution will meet the costs associated with a Mayoral election and the establishment of statutory and other support to enable the work of the Combined Authority to be discharged.

Staffing: The establishment of the Combined Authority will involve the use of existing officer time and resources.

Equality and Diversity including Human Rights :

As set out in the Equality Impact Assessment at Appendix 2

Risk Assessment: There are both risks and opportunities associated with proceeding to the establishment of a Mayoral Combined Authority. The primary objective is to secure, as practicably and effectively as possible, the best possible deal for West Lindsey.

Council consent will enable the appropriate legislation to be passed which will unlock resources to the Greater Lincolnshire Combined Authority. It will also initiate the process for a Mayoral election on the 4th May 2017.

If the council decides not to proceed it will lose the opportunity to for a Combined Authority to be statutorily established, an annual budget of 15m linked to activity planned to be delivered by the Combined Authority and it may lose access to future government resources and the local determination of policy and spending priorities.

Title and Location of any Background Papers used in the preparation of this report:

1. Greater Lincolnshire 'A place to grow faster than anywhere'
2. Greater Lincolnshire Devolution Agreement
3. 'Greater Lincolnshire Devolution Proposal' Reports to Council 16th November 2015, and 25th May 2016.

Call in and Urgency: Is the decision one which Rule 14.7 of the Scrutiny Procedure Rules apply?

i.e. is the report exempt from being called in due to urgency (in consultation with C&I chairman)

Yes

No

Key Decision:

A matter which affects two or more wards, or has significant financial implications

Yes

No

1 INTRODUCTION

1.1 Council received the Greater Lincolnshire Devolution Deal Interim Governance Proposal and the then latest version of the deal document at its meeting on 16 November, 2015. Council approved a range of recommendations including:

- the development of the Greater Lincolnshire devolution expression of interest, submitted to Government on 4 September 2015, into a fit for purpose devolution deal document via continued formal engagement with Government
- to undertake a governance review
- the principle of establishment of a Combined Authority for the Greater Lincolnshire geography if that was the most efficient and effective means of securing strategic economic (and related) growth.
- certain principles that should underpin and inform the establishment of any formal governance arrangements.
- The formation of a joint committee (The Greater Lincolnshire Board)

1.2 On 25 May 2016 the Council received a report on the outcome of the governance review and a draft scheme for a combined authority. The report:

- noted the contents of the Governance Review for Greater Lincolnshire.
- concluded, on the basis of the Governance Review, that the establishment of a Mayoral Combined Authority for the Greater Lincolnshire area would improve the exercise of statutory functions in that area.
- approved the preparation and publication of a Scheme for the establishment of a Mayoral Combined Authority for the Greater Lincolnshire area under section 109 of the Local Democracy, Economic Development and Construction Act 2009.
- approved in principle the publication of the draft Scheme for a Greater Lincolnshire Mayoral Combined Authority for consultation purposes,
- delegated to the Chief Executive, in consultation with the Leader of the Council authority to approve the making of changes to the draft Scheme prior to the commencement of the formal consultation exercise and to submit the outcome of the consultation exercise to the Secretary of State

1.3 There are clear statutory processes that need to be followed in accordance with the Local Democracy Economic Development and Construction Act 2009 as amended by the Cities and Local Government Devolution Act 2016 to establish a mayoral combined authority and devolve appropriate powers from central government. The Councils having undertaken a governance review and published a Scheme

conducted a public consultation on the establishment of a Combined Mayoral Authority for Greater Lincolnshire between the 27th June and 8th August. This report sets out the results of that consultation.

2. THE CONSULTATION

- 2.1 A report on the findings from the consultation is attached at Appendix 1 and full details of the feedback are available on the Council website. 4,432 surveys were received during the period. The results indicated support was split across Greater Lincolnshire on the setting up of a mayoral combined authority (46.7% for and 48.6% against). Results were more clearly against combining the roles of Directly Elected Mayor and Police and Crime Commissioner (38.1% for and 55.8% against). Strong support was expressed for more collaborative working around economic growth, infrastructure and housing (73.1% for and 24.7% against) and pursuing powers and funding (77.2% for and 19.5% against).
- 2.2 West Lindsey received 407 responses, 96% of which came from individual residents. Younger people and disabled groups were well represented and responses from ethnic groups were in proportion to our population profile.
- 49% favoured a mayoral combined authority
 - 40% agreed with combining the Mayoral and PCC roles
 - 63% agreed with pursuing devolution of powers and funding
 - 79% agreed to the 10 Councils working together and
 - 83% agreed with pursuing funding in excess of the proposed “deal”

3. THE DRAFT ORDER

- 3.1 The governance review, the Scheme and the consultation on the Scheme have been provided to the Secretary of State to enable the Secretary of State to decide whether to make an order establishing the Mayoral Combined Authority. The details of the draft Order, as prepared by the Secretary of State on the basis of the Scheme, are not yet known. This Report therefore discusses the proposals set out in the Scheme and seeks in principle support for the making of an order delegating the final decision to the Chief Executive in consultation with the Leader.

Making of the Order

- 3.2 There are two sets of conditions that must be met before making such an order. The first is that the Secretary of State must consider that the establishment of a combined authority for the area is likely to improve the exercise of statutory functions in the area or areas to which the Order relates. The second is that the consent of the constituent councils is necessary for the establishment of a combined authority and a number of the specific provisions of the Order. These consents are separately set out in paragraph 3 of the recommendations.

- 3.3 The decision whether to consent to the matters required by the draft Order depends on a number of factors that are addressed in this section.

The exercise of statutory functions

- 3.4 As discussed above, the Secretary of State, in order to make the Order, must consider that the establishment of a combined authority for the area is likely to improve the exercise of statutory functions in the area or areas to which the Order relates. The Constituent Councils, including this Council, were also obliged to put their minds this question before publishing the Scheme.
- 3.5 The considerations relating to this point were dealt with in the governance review which can be found on the Council's website at [<https://www.west-lindsey.gov.uk/my-council/council-news-archive/news-archive-2015/devolution-update/>]. That Review concluded that a combined authority would improve the exercise of statutory functions because it gave a focus for the exercise of delegated central government functions together with a single point of contact for the combined authorities in ensuring joined up exercise of their functions alongside and in collaboration with the local exercise of devolved central government functions.
- 3.6 The Governance Review further went on to conclude that a Mayoral Combined Authority was the most effective way of exercising those functions.

The Deal

- 3.7 The main purpose of the Order for the establishment of a combined authority is to give effect to the Greater Lincolnshire Devolution Deal. A copy of the Deal document can be found on the Council's website.
- 3.8 In order to achieve these benefits the government have been clear that a combined authority would be required. Furthermore they have been clear that that combined authority would have to be a mayoral combined authority – i.e. would be chaired by a directly elected mayor who would be given direct authority to exercise certain of the combined authority's powers
- 3.9 Before moving on to consider the way in which the combined authority would work, it is worth pointing out that one of the benefits of a combined authority is that it provides a vehicle for pursuing further devolution of functions and funding. To this end Greater Lincolnshire is already in detailed discussion of what further functions and funding could be devolved through a second devolution deal.
- 3.10 Although the deal has not been finalised potential areas being discussed include Housing; Public protection; Infrastructure Investment; Advanced food manufacturing and Environmental Management.

- 3.11 The benefits of a second devolution deal cannot be realised without the establishment of a combined authority.

Governance

- 3.12 The draft Order which the Secretary of State is considering making is not available. However the Secretary of State must have regard to the Constituent Councils' Scheme in making the Order so cannot deviate from the Scheme without good reason. The main features of the Scheme can be described as follows:

- the establishment of a Greater Lincolnshire Mayoral Combined Authority (GLMCA) with a directly elected mayor
- The GLMCA to have twelve members being the Mayor, 10 members appointed by the constituent councils and a member appointed by the GLLEP who is non-voting unless the GLMCA itself resolves to confer voting rights
- The functions of the GLMCA are split between functions exercisable only by the Mayor and those exercisable by the combined authority. Executive arrangements shall not apply to the combined authority.
- Mayoral functions include the development of a strategic transport plan and spatial framework together with responsibility for transport and highway funding
- The Mayor must appoint a Deputy Mayor from among the members of the GLMCA and the Mayor may exercise the Mayoral functions him or herself or through the Deputy Mayor or individual members of the GLMCA
- When the Mayor is adopting a strategy or making a funding decision a proposal may be defeated by a two thirds majority of the GLMCA members
- For the strategic transport plan and decisions on transport funding the two thirds majority must include the three highway authority members.
- In the exercise of the GLMCA functions voting will be by majority (to include the vote of the mayor) except for certain qualified voting rights
- Unanimous voting will be required for budgetary decisions and for other decisions including whether to seek further powers for the GLMCA
- Under Section 74 of the Local Government Finance Act 1988 the CA will be able to levy for the expense it incurs in exercising its non-Mayoral functions.
- The Combined Authority will have as a function the powers to borrow money pursuant to Part 1 of the Local Government Act 2003 for a purpose relevant to its function

- 3.13 Work has also been undertaken to ensure that the appropriate supporting framework documents are in place to support the Combined Authority, if it is established. These include a Constitution, a Financial Assurance Framework, and a Strategic Infrastructure Plan, all of which

have been approved by the Joint Committee.

- 3.14 An Equality Impact Analysis on the creation of a mayoral combined authority has been prepared and is attached at Appendix 2. This EIA takes into account comments made during the consultation. Overall, however, as the proposals concern the governance arrangements for the exercise of devolved powers and not the exercise of those powers there is not considered to be any implications for the Council's Equality Act duty. The EIA makes clear that the proposed Combined Authority itself will be bound by the Equality Act duty as a body exercising public functions and will therefore be under an obligation to have regard to it when it exercises devolved functions.
- 3.15 The Governance Review concludes that the establishment of a Mayoral Combined Authority would lead to improved exercise of statutory functions in the Greater Lincolnshire area with specific reference to economic conditions in the area. The Greater Lincolnshire Devolution Agreement is based on the generation of economic growth and the local exercise of central government functions that are key determinants of growth including transport, planning, housing and skills. Local exercise of such functions has the potential to impact positively on economic poverty and, through the generation of growth and opportunity, poverty of access and aspiration.
- 3.16 The Council must have regard to the Joint Strategic Needs Assessment (JSNA) and the Joint Health & Well Being Strategy (JHWS). Improvements in the way statutory functions are exercised and the local exercise of key central government functions in the interests of increased economic growth has the potential to impact positively on people's health and wellbeing by increasing access to skills, training, employment and housing.
- 3.17 Under section 17 of the Crime and Disorder Act 1998, the Council must exercise its various functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent crime and disorder in its area (including anti-social and other behaviour adversely affecting the local environment), the misuse of drugs, alcohol and other substances in its area and re-offending in its area.
- 3.18 The creation of a Mayoral Combined Authority opens up the possibility of further devolution deals in future including a greater degree of local involvement in decision-making around the justice system. Such future deals have the potential to increase co-ordination within the overall justice system so as to maximise the use of the available funding to prevent crime and disorder.

4. ANALYSIS OF OPTIONS

- 4.1 There are both risks and opportunities associated with proceeding to the establishment of a Mayoral Combined Authority. The primary objective is to secure, as practicably and effectively as possible, the best possible deal for North Lincolnshire.
- 4.2 Council consent will enable the appropriate legislation to be passed which will unlock resources to the Greater Lincolnshire Combined Authority. It will also initiate the process for a Mayoral election on the 4th May 2017.
- 4.3 If the council decides not to proceed it will lose the opportunity for a Combined Authority to be statutorily established, an annual budget of £15m linked to activity planned to be delivered by the Combined Authority and it may lose access to future government resources and the local determination of policy and spending priorities.

5. RESOURCE IMPLICATIONS (FINANCIAL, STAFFING, PROPERTY, IT)

- 5.1 The Mayoral Combined Authority will receive a £15m gain-share single pot payment each year, for 30 years, starting from when it is legally created, currently estimated to be in early 2017. This funding is understood to be new money to the Greater Lincolnshire area that would not be received without the devolution deal. This gain-share pot is allocated 25% revenue and 75% capital, the spending priorities against this pot will be considered and approved by the Combined Authority. In addition to the gain-share pot further resources in respect of skills and employment will also be devolved, with the potential for the further devolution of resources in subsequent devolution deals.
- 5.2 The indicative costs for the Mayoral Combined Authority budget for 2017/18 are currently estimated to be £2.194 million in respect of combined authority functions and £0.219m in respect of mayoral functions. These indicative costs include the cost of the Mayoral Election, seconded officer time, programme management, support services and specialist support. Each of the participating local authorities will contribute a maximum of £50,000 per annum towards the cost of the Mayoral functions and Combined Authority functions. The balance of funding will be resourced from the revenue element of the gain-share pot.
- 5.3 The Council's 2017/18 Budget to be considered by Council on 16th February 2017, will contain a proposal for provision of an anticipated contribution to the Mayoral Combined Authority of a maximum £50,000 per annum. It has been agreed that each

Constituent member of the combined authority will contribute the same.

- 5.4 The establishment of the Combined Authority will involve the use of seconded officer time and resources. This includes programme management, support services and specialist support. The financial or other resource requirements will be met from within the indicative budget. The Mayoral combined Authority will be required to appoint statutory officers i.e. a Head of Paid Service, a Monitoring Officer and a S151 Officer. A process for these appointments has been developed with appointments to be made on an interim part time basis from secondments from the constituent authorities. The proposed costs of the seconded officer time are included within the indicative costs of the Mayoral Combined Authority.

6. CONCLUSION

- 6.1 The Report presents the results of the work that has been done to date on a devolution deal for Greater Lincolnshire including the Governance Review, draft Scheme and consultation.
- 6.2 The Governance Review considered the exercise of statutory functions in the Greater Lincolnshire area. The Review concludes that the greatest degree of improvement in the exercise of statutory functions on the area could be achieved through the creation of a Mayoral Combined Authority for the area to exercise devolved central government functions.
- 6.3 On the basis of the Review a proposed Scheme was drafted and eventually published with a view to it forming the basis for an Order made by the Secretary of State creating a Mayoral Combined Authority
- 6.4 The draft scheme was the subject of a public consultation exercise between 27 June and 8 August 2016. The results of the consultation exercise are reported back at Appendix 1.

7. APPENDICES

Appendices:

1. Greater Lincolnshire Mayoral Combined Authority Consultation report. (please note appendices to the report can be viewed on the Council's website).
2. Equality Impact Assessment.

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APPENDIX 1 - EQUALITY IMPACT ASSESSMENT

Name, brief description and objectives of policy, procedure, function?	The creation of a Mayoral Combined Authority (MCA) as an integral part of Greater Lincolnshire Devolution Deal.	
Have you consulted on the policy, Procedure, function and, if so, what were the outcomes?	This EIA will provide consultees and decision makers with information that contributes to decision making on the establishment of a Mayoral Combined Authority in Greater Lincolnshire.	
What positive/negative impacts may these individuals or groups face, and how can you promote equality (where possible)?		
	Positive	Negative
Age	<p>The Governance Review has identified that new powers and responsibilities would best be carried out and therefore devolution and its prospective benefits can best be achieved through a Mayoral Combined Authority.</p> <p>There were views expressed in the consultation that saw the potential for new MCA powers to improve the well-being, housing, health and education/employment of older and younger people. Making this a reality for those living rurally was a common theme.</p> <p>'There should be greater emphasis on employment support for the over 50s age groups, besides just school and college leavers. Better healthcare support in community for elderly residents, especially in rural communities'</p> <p>'More housing for the young and families'</p> <p>' I think that a more independent Lincolnshire will assist my grandchildren and all young Lincolnshire residents in obtaining good education, employment and housing.'</p>	<p>If the Mayoral Combined Authority's (MCA) role, including governance and scrutiny arrangements, and including relationships with the Greater Lincolnshire Local Enterprise Partnership, does not take into account potential impacts on people with a protected characteristic then people with a protected characteristic are unlikely to have confidence in the election process or the Authority.</p> <p>The Combined Authority may exercise its functions without regard to the potential impacts on people with a protected characteristic</p> <p>Mitigation: People with a protected characteristic were enabled to comment on the establishment of the MCA, and its roles and responsibilities as set out in the Scheme as part of the consultation on the Scheme. The results of that consultation including the views and comments of people with a protected characteristic are being reported to the Constituent Councils to inform their decision to consent to the creation of a MCA.</p> <p>Constituent Council appointees to the MCA take steps to ensure that the MCA adopts appropriate engagement and consultation policies and processes so as to enable engagement with the MCA of people with a protected characteristic to inform its decision-making</p>

		<p>The MCA will be a body exercising public functions for the purpose of section 149(2) of the Equality Act 2010 and so will be subject to the public sector equality duty</p> <p>There were no specific views expressed within the consultation that having an MCA would impact negatively on residents of different ages.</p>
<p>Disability</p>	<p>The Governance Review has identified that new powers and responsibilities would best be carried out and therefore devolution and its prospective benefits can best be achieved through a Mayoral Combined Authority</p> <p>There were views expressed from residents who wanted decision makers to make life better for people with disabilities, and, for some, how an MCA could bring some focus on employment, housing and social care and transport:</p> <p>'Ensure the needs of vulnerable people are not overlooked. Housing must not simply be about infrastructure.'</p> <p>'Better employment support needed for residents with disabilities'</p> <p>'My niece is in an inpatient adolescent mental health unit 130 miles away. With no access to public transport, how on earth is her family to visit her?'</p>	<p>If the Mayoral Combined Authority's (MCA) role, including governance and scrutiny arrangements, and including relationships with the Greater Lincolnshire Local Enterprise Partnership, does not take into account potential impacts on people with a protected characteristic then people with a protected characteristic are unlikely to have confidence in the election process or the Authority.</p> <p>The Combined Authority may exercise its functions without regard to the potential impacts on people with a protected characteristic</p> <p>Mitigation: People with a protected characteristic were enabled to comment on the establishment of the MCA, and its roles and responsibilities as set out in the Scheme as part of the consultation on the Scheme. The results of that consultation including the views and comments of people with a protected characteristic are being reported to the Constituent Councils to inform their decision to consent to the creation of a MCA.</p> <p>Constituent Council appointees to the MCA take steps to ensure that the MCA adopts appropriate engagement and consultation policies and processes so as to enable engagement with the MCA of people with a protected characteristic to inform its decision-making</p> <p>The MCA will be a body exercising public functions for the purpose of section 149(2) of the Equality Act 2010 and so</p>

		<p>will be subject to the public sector equality duty</p> <p>There were no specific views expressed that the establishment of a MCA would impact negatively on people with a disability</p>
Gender reassignment	<p>The Governance Review has identified that new powers and responsibilities would best be carried out and therefore devolution and its prospective benefits can best be achieved through a Mayoral Combined Authority</p> <p>There were no specific views expressed within the consultation about potentially positive effects on gender-reassigned residents.</p>	<p>If the Mayoral Combined Authority's (MCA) role, including governance and scrutiny arrangements, and including relationships with the Greater Lincolnshire Local Enterprise Partnership, does not take into account potential impacts on people with a protected characteristic then people with a protected characteristic are unlikely to have confidence in the election process or the Authority.</p> <p>The Combined Authority may exercise its functions without regard to the potential impacts on people with a protected characteristic</p> <p>Mitigation: People with a protected characteristic were enabled to comment on the establishment of the MCA, and its roles and responsibilities as set out in the Scheme as part of the consultation on the Scheme. The results of that consultation including the views and comments of people with a protected characteristic are being reported to the Constituent Councils to inform their decision to consent to the creation of a MCA.</p> <p>Constituent Council appointees to the MCA take steps to ensure that the MCA adopts appropriate engagement and consultation policies and processes so as to enable engagement with the MCA of people with a protected characteristic to inform its decision-making</p> <p>The MCA will be a body exercising public functions for the purpose of section 149(2) of the Equality Act 2010 and so will be subject to the public sector equality duty</p>

		<p>There were no specific views expressed about how the establishment of a MCA could impact negatively on gender-reassigned residents</p>
<p>Marriage and civil partnership</p>	<p>The Governance Review has identified that new powers and responsibilities would best be carried out and therefore devolution and its prospective benefits can best be achieved through a Mayoral Combined Authority</p> <p>There were no specific views expressed within the consultation about potentially positive effects on marriage and civil partnership.</p>	<p>If the Mayoral Combined Authority's (MCA) role, including governance and scrutiny arrangements, and including relationships with the Greater Lincolnshire Local Enterprise Partnership, does not take into account potential impacts on people with a protected characteristic then people with a protected characteristic are unlikely to have confidence in the election process or the Authority.</p> <p>The Combined Authority may exercise its functions without regard to the potential impacts on people with a protected characteristic</p> <p>Mitigation: People with a protected characteristic were enabled to comment on the establishment of the MCA, and its roles and responsibilities as set out in the Scheme as part of the consultation on the Scheme. The results of that consultation including the views and comments of people with a protected characteristic are being reported to the Constituent Councils to inform their decision to consent the creation of a MCA.</p> <p>Constituent Council appointees to the MCA take steps to ensure that the MCA adopts appropriate engagement and consultation policies and processes so as to enable engagement with the MCA of people with a protected characteristic to inform its decision-making</p> <p>The MCA will be a body exercising public functions for the purpose of section 149(2) of the Equality Act 2010 and so will be subject to the public sector equality duty</p> <p>There were no specific views expressed in the consultation about how the establishment of a MCA could negatively</p>

		affect marriage or civil partnership
Pregnancy and maternity	<p>The Governance Review has identified that new powers and responsibilities would best be carried out and therefore devolution and its prospective benefits can best be achieved through a Mayoral Combined Authority</p> <p>There were no specific views expressed within the consultation about potentially positive effects on pregnancy or maternity</p>	<p>If the Mayoral Combined Authority's (MCA) role, including governance and scrutiny arrangements, and including relationships with the Greater Lincolnshire Local Enterprise Partnership, does not take into account potential impacts on people with a protected characteristic then people with a protected characteristic are unlikely to have confidence in the election process or the Authority.</p> <p>The Combined Authority may exercise its functions without regard to the potential impacts on people with a protected characteristic</p> <p>Mitigation: People with a protected characteristic were enabled to comment on the establishment of the MCA, and its roles and responsibilities as set out in the Scheme as part of the consultation on the Scheme. The results of that consultation including the views and comments of people with a protected characteristic are being reported to the Constituent Councils to inform their decision to consent to the creation of a MCA.</p> <p>Constituent Council appointees to the MCA take steps to ensure that the MCA adopts appropriate engagement and consultation policies and processes so as to enable engagement with the MCA of people with a protected characteristic to inform its decision-making</p> <p>The MCA will be a body exercising public functions for the purpose of section 149(2) of the Equality Act 2010 and so will be subject to the public sector equality duty</p> <p>There were no specific views expressed in the consultation about how the establishment of a MCA could potentially negatively affect pregnancy or maternity</p>
Race	The Governance Review has identified that new powers and	If the Mayoral Combined Authority's (MCA) role, including

	<p>responsibilities would best be carried out and therefore devolution and its prospective benefits can best be achieved through a Mayoral Combined Authority</p> <p>There were no specific views expressed within the consultation about potentially positive effects on race issues. There were some general views expressed by those both for and against having a Mayor about wanting people in communities to be more accepting of one another.</p>	<p>governance and scrutiny arrangements, and including relationships with the Greater Lincolnshire Local Enterprise Partnership, does not take into account potential impacts on people with a protected characteristic then people with a protected characteristic are unlikely to have confidence in the election process or the Authority.</p> <p>The Combined Authority may exercise its functions without regard to the potential impacts on people with a protected characteristic</p> <p>Mitigation: People with a protected characteristic were enabled to comment on the establishment of the MCA, and its roles and responsibilities as set out in the Scheme as part of the consultation on the Scheme. The results of that consultation including the views and comments of people with a protected characteristic are being reported to the Constituent Councils to inform their decision to consent to the creation of a MCA.</p> <p>Constituent Council appointees to the MCA take steps to ensure that the MCA adopts appropriate engagement and consultation policies and processes so as to enable engagement with the MCA of people with a protected characteristic to inform its decision-making</p> <p>The MCA will be a body exercising public functions for the purpose of section 149(2) of the Equality Act 2010 and so will be subject to the public sector equality duty</p> <p>There were no specific views expressed about how the establishment of a MCA could negatively affect issues of race</p>
<p>Religion or belief</p>	<p>The Governance Review has identified that new powers and responsibilities would best be carried out and therefore devolution and its prospective benefits can best be achieved</p>	<p>If the Mayoral Combined Authority's (MCA) role, including governance and scrutiny arrangements, and including relationships with the Greater Lincolnshire Local Enterprise</p>

	<p>through a Mayoral Combined Authority</p> <p>There were no specific views expressed about the potentially positive effects on issues of religion or belief.</p>	<p>Partnership, does not take into account potential impacts on people with a protected characteristic then people with a protected characteristic are unlikely to have confidence in the election process or the Authority.</p> <p>The Combined Authority may exercise its functions without regard to the potential impacts on people with a protected characteristic</p> <p>Mitigation: People with a protected characteristic were enabled to comment on the establishment of the MCA, and its roles and responsibilities as set out in the Scheme as part of the consultation on the Scheme. The results of that consultation including the views and comments of people with a protected characteristic are being reported to the Constituent Councils to inform their decision to consent to the creation of a MCA.</p> <p>Constituent Council appointees to the MCA take steps to ensure that the MCA adopts appropriate engagement and consultation policies and processes so as to enable engagement with the MCA of people with a protected characteristic to inform its decision-making</p> <p>The MCA will be a body exercising public functions for the purpose of section 149(2) of the Equality Act 2010 and so will be subject to the public sector equality duty</p> <p>There were no specific views expressed in the consultation about how the establishment of a MCA could negatively affect religion or belief</p>
<p>Sex</p>	<p>The Governance Review has identified that new powers and responsibilities would best be carried out and therefore devolution and its prospective benefits can best be achieved through a Mayoral Combined Authority</p> <p>There was a view expressed about the establishment of the MCA</p>	<p>If the Mayoral Combined Authority's (MCA) role, including governance and scrutiny arrangements, and including relationships with the Greater Lincolnshire Local Enterprise Partnership, does not take into account potential impacts on people with a protected characteristic then people with</p>

	<p>needing to seize on the positive opportunity to 'create a gender balance in powerful positions...and that a short list should be composed of 50% gender split.'</p>	<p>a protected characteristic are unlikely to have confidence in the election process or the Authority.</p> <p>The Combined Authority may exercise its functions without regard to the potential impacts on people with a protected characteristic</p> <p>Mitigation: People with a protected characteristic were enabled to comment on the establishment of the MCA, and its roles and responsibilities as set out in the Scheme as part of the consultation on the Scheme. The results of that consultation including the views and comments of people with a protected characteristic are being reported to the Constituent Councils to inform their decision to consent to the creation of a MCA.</p> <p>Constituent Council appointees to the MCA take steps to ensure that the MCA adopts appropriate engagement and consultation policies and processes so as to enable engagement with the MCA of people with a protected characteristic to inform its decision-making</p> <p>The MCA will be a body exercising public functions for the purpose of section 149(2) of the Equality Act 2010 and so will be subject to the public sector equality duty</p> <p>There were no specific views expressed about how the establishment of a MCA could negatively affect people of different sexes</p>
<p>Sexual orientation</p>	<p>The Governance Review has identified that new powers and responsibilities would best be carried out and therefore devolution and its prospective benefits can best be achieved through a Mayoral Combined Authority</p> <p>There were no specific views expressed about the potentially positive effects on sexual orientation.</p>	<p>If the Mayoral Combined Authority's (MCA) role, including governance and scrutiny arrangements, and including relationships with the Greater Lincolnshire Local Enterprise Partnership, does not take into account potential impacts on people with a protected characteristic then people with a protected characteristic are unlikely to have confidence in the election process or the Authority.</p>

		<p>The Combined Authority may exercise its functions without regard to the potential impacts on people with a protected characteristic</p> <p>Mitigation: People with a protected characteristic were enabled to comment on the establishment of the MCA, and its roles and responsibilities as set out in the Scheme as part of the consultation on the Scheme. The results of that consultation including the views and comments of people with a protected characteristic are being reported to the Constituent Councils to inform their decision to consent to the creation of a MCA.</p> <p>Constituent Council appointees to the MCA take steps to ensure that the MCA adopts appropriate engagement and consultation policies and processes so as to enable engagement with the MCA of people with a protected characteristic to inform its decision-making</p> <p>The MCA will be a body exercising public functions for the purpose of section 149(2) of the Equality Act 2010 and so will be subject to the public sector equality duty</p> <p>There were no specific views expressed in the consultation about how the establishment of a MCA could negatively affect sexual orientation</p>
<p>General</p>	<p>The Governance Review has identified that new powers and responsibilities would best be carried out and therefore devolution and its prospective benefits can best be achieved through a Mayoral Combined Authority</p> <p>There were a significant number of views expressed by those both for and against having a Mayor about the need/opportunity to do better, especially for rural communities and low income households, in terms of affordable housing, better transport links, better job opportunities, education and social and</p>	<p>If the Mayoral Combined Authority's role is not clear, including governance and scrutiny arrangements, and including relationships with the Greater Lincolnshire Local Enterprise Partnership, then the public is unlikely to have confidence in the election process or the Authority.</p> <p>Mitigation: Efforts were made to ensure that citizens, stakeholders and key business, community and third sector groups were clear in the consultation about the Mayor's</p>

	healthcare	<p>powers and duties especially in relation to working relationships and powers with local Councils within the CMA area. Key documents were provided on line and as paper copies. If a Mayoral Combined Authority is established, there will be more work to do to establish these and inform the public about structures and scrutiny (how it will all work, be transparent and effective)</p> <p>A number of views were expressed within the consultation that sought to remind decision makers not to just focus development and infrastructure on towns and cities but to pay attention to rural disadvantage and isolation</p> <p>Mitigation: If an MCA is established, decision makers would need to take issues of rural disadvantage and isolation into account and to be explicit about decisions taken, including communities in developments, taking them on the journey.</p>
Is there any evidence or research that demonstrates why some individuals or groups are, or are not, affected	None identified.	
If there is a potential adverse impact, please state why and whether this is justifiable	None identified, all cases referred are judged upon their own merits.	
Outcome of EIA	No major change needed <input checked="" type="checkbox"/> Adjust the policy/proposal <input type="checkbox"/> Adverse impact but continue <input type="checkbox"/> Stop and remove the policy/proposal <input type="checkbox"/>	
How will you monitor your policy, procedure, function to ensure there is no adverse effect on the protected characteristics (e.g. gender, age, etc) in the future?	Continued to review taking into account consultation feedback received and lessons learned will inform future consultation practice as well as critically informing decision making on consent for establishing a MCA.	



Greater Lincolnshire Mayoral Combined Authority Summary Consultation report

Final version 2.0

Prepared by:

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Crosson Consulting Limited

Report Date: 22/08/16

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EXECUTIVE SUMMARY

INTRODUCTION

In March 2016 the leaders of the 10 Greater Lincolnshire local authorities with the support of the Greater Lincolnshire Local Enterprise Partnership signed the proposed Greater Lincolnshire Combined Authority Devolution Agreement with the Government. The councils are:

- Boston Borough Council
- City of Lincoln Council
- East Lindsey District Council
- Lincolnshire County Council
- North East Lincolnshire Council
- North Lincolnshire Council
- North Kesteven District Council
- South Holland District Council
- South Kesteven District Council
- West Lindsey District Council

The agreement sets out the terms of the proposal between government and the leaders of Greater Lincolnshire to devolve a range of powers and responsibilities to the Greater Lincolnshire Combined Authority and a new directly elected combined authority mayor. Building on the Growth Deals, agreed in July 2014 and January 2015, this Devolution Deal marks the next step in the transfer of resources and powers from central government to Greater Lincolnshire.

This agreement will enable Greater Lincolnshire to accelerate the delivery of its Strategic Economic Plan, which aims to increase the value of the Greater Lincolnshire economy by over £8 billion, creating more than 29,000 new jobs, and delivering at least 100,000 new homes.

The agreement is subject to setting up a 'Mayoral Combined Authority' - a board including elected Councillors from the ten Councils and a representative from the Greater Lincolnshire Local Enterprise Partnership. The Authority would be chaired by a Directly Elected Mayor who would be chosen by the people of Greater Lincolnshire. This Mayoral Combined Authority would only have responsibility for the new powers devolved from the Government. In order to progress each constituent council must give formal consent and the agreement is also subject to parliamentary approval.

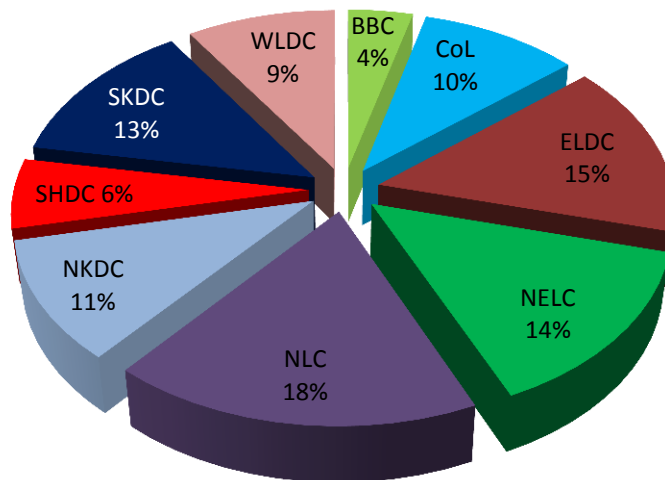
In order to inform this decision a 6 week public consultation took place between 27 June and 8 August 2016. The consultation included:

- an online survey along with all relevant documents accessible via the 10 council websites;
- hardcopies of all consultation documents and the consultation paper itself were available through a range of council and third sector locations, with a freepost return address for replies;
- two business briefings were held by the Greater Lincolnshire Local Enterprise Partnership in the north and the south of the county;

- a comprehensive communications programme supported the consultation and this is detailed in section 2.2.

REPRESENTATION

In total, 4,432 completed surveys were received during the consultation period. This sample size is statistically representative, see section 2.9. 72% of the responses were submitted online and 28% in hard copy. 4% were from businesses or organisations and 95% from individuals. The breakdown of returns by council is shown below.



A thorough quality control process was carried out on the completed surveys to check for duplications or any errors in data entry. This process is described in section 2.8.

SUMMARY OF FINDINGS

Summary - data

Strongly Agree and Agree *Disagree and Strongly Disagree*

	Positive	Negative	Don't know	Total
Setting up a Mayoral Combined Authority	2049	2132	205	4386
%	46.7%	48.6%	4.7%	
Combining the role of mayor and PCC	1660	2433	265	4358
%	38.1%	55.8%	6.1%	
We should continue to pursue these extra powers and funding for the Greater Lincolnshire area.	2571	1628	140	4339
%	59.3%	37.5%	3.2%	
The ten Councils should be looking to work together to prioritise and deliver these activities (economic growth, infrastructure and housing) across the Greater Lincolnshire area.	3161	1067	99	4327
%	73.1%	24.7%	2.3%	
We should be pursuing further funding (in addition to that within the proposed Devolution Deal) for economic growth, infrastructure and housing, as a priority for Greater Lincolnshire.	3333	842	143	4318
%	77.2%	19.5%	3.3%	

CONCLUSIONS

The consultation results show views are split on setting up a Mayoral Combined Authority.

Comments from the respondents in favour of a Mayoral Combined Authority expressed importance that:

- the mayor is non-political, qualified and represents all areas;
- any new council set up has equal representation from all nine areas;
- this process should not add another layer of bureaucracy.

“It is vital that this proposal does not just create an additional layer of bureaucracy and cost that would dilute the benefits.”

Comments from respondents against a Mayoral Combined Authority showed:

- support for a combined authority and working together but not for a Mayor;
- support for a restructure of current councils to reduce tiers and work together;
- views that Lincolnshire should have the money without a Mayoral Combined Authority..

“The concern is not with attempting to receive additional much needed funding for Lincolnshire or with the need for all councils to work in a joined up constructive manner, it is with the need for an elected Mayor.”

“If the Mayoral model has to be introduced, then I would recommend pursuing a reduction in local government tiers through introduction of unitary authorities.”

“There is no need or reason for making yet another expensive layer of local government, if there is money available then it should be spent within the areas of need that are clearly evident now.”

Comments show there are concerns in the north about the defined area and feeling more aligned to the Humber region:

“In North Lincolnshire and North East Lincolnshire we have more links with Humberside and East Yorkshire than south Lincolnshire I would therefore rather see a Humber based Authority.”

Results were conclusively against combining the position of Directly Elected Mayor for Greater Lincolnshire with the role of Police and Crime Commissioner.

Results were conclusively in favour of working together across the area and pursuing extra powers and further funding.

1. INTRODUCTION

1.1 CONTEXT

Following the 'no' vote in the September 2014 Scottish independence referendum, the Prime Minister announced that, alongside proposals for additional devolution to Scotland, Wales and Northern Ireland: 'It is also important we have wider civic engagement about how to improve governance in our United Kingdom.'

This followed the production of several reports during 2014 making proposals for the transfer of additional powers to local authorities, or to local areas. These built upon the 2012 report *No Stone Unturned: in Pursuit of Growth* ('the Heseltine report'), which recommended the merging of various national funding streams to provide much greater local responsibility for economic development. Efficiency in public service provision, triggered by continuing reductions in local government funding, was also prioritised within the more recent reports. Changes proposed include:

- Giving new powers in specific policy areas to local authorities;
- The transfer of additional budgets alongside those powers;
- Enhanced power over local taxes (council tax and business rates), additional local taxation powers, and more flexibility around borrowing and financial management;
- The creation of combined authorities and/or directly-elected mayors.
(Devolution to local government in England, 2016)

Ten combined authorities are at various stages of development and consultation regarding their agreements: Greater Manchester, Sheffield City Region, North-East, Tees Valley, West Midlands, Liverpool City Region, Cambridgeshire, Norfolk / Suffolk, West of England and Greater Lincolnshire.

1.2 CONSULTATION BACKGROUND

The current council structure in the proposed Greater Lincolnshire area currently consists of two unitary authorities: North Lincolnshire and North East Lincolnshire; and one county council Lincolnshire County Council. Within the Lincolnshire County Council area there is a two tier council system with seven district councils. In each area there are a number of town and parish councils.

In March 2016 the leaders of the 10 Greater Lincolnshire local authorities with the support of the Greater Lincolnshire Local Enterprise Partnership signed the proposed Greater Lincolnshire Combined Authority Devolution Agreement with the Government. The councils are:

- Boston Borough Council
- City of Lincoln Council
- East Lindsey District Council

- Lincolnshire County Council
- North East Lincolnshire Council
- North Lincolnshire Council
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- South Kesteven District Council
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The agreement sets out the terms of the proposal between government and the leaders of Greater Lincolnshire to devolve a range of powers and responsibilities to the Greater Lincolnshire Combined Authority and a new directly elected combined authority mayor. Building on the Growth Deals, agreed in July 2014 and January 2015, this Devolution Deal marks the next step in the transfer of resources and powers from central government to Greater Lincolnshire.

This agreement will enable Greater Lincolnshire to accelerate the delivery of its Strategic Economic Plan, which aims to increase the value of the Greater Lincolnshire economy by over £8 billion, creating more than 29,000 new jobs, and delivering at least 100,000 new homes.

The agreement is subject to setting up a 'Mayoral Combined Authority' - a board including elected Councillors from the ten Councils and a representative from the Greater Lincolnshire Local Enterprise Partnership. The Authority would be chaired by a Directly Elected Mayor who would be chosen by the people of Greater Lincolnshire. This Mayoral Combined Authority would only have responsibility for the new powers devolved from the Government. . In order to progress each constituent council must give formal consent and the agreement is also subject to parliamentary approval.

1.3 CONSULTATION FORMAT

In order to inform this decision a 6 week public consultation took place between 27 June and 8 August 2016. The consultation included:

- An online survey along with all relevant documents accessible via the 10 council websites, see sections 2.1 and 2.5;
- Hardcopies of all consultation documents and the consultation paper itself were available through a range of council and third sector locations, with a freepost return address for replies;
- Two business briefings were held by the Greater Lincolnshire Local Enterprise Partnership in the north and the south of the county, see section 2.4
- A comprehensive communications programme supported the consultation and this is detailed in section 2.2.

Summary of the proposed devolution agreement between government and the leaders of the 10 Greater Lincolnshire local authorities with the support of the Greater Lincolnshire Local Enterprise Partnership.

A new, directly elected Mayor will act as Chair to the Greater Lincolnshire Combined Authority and will exercise the following powers and functions devolved from central government:

- Responsibility for a devolved and consolidated, multi-year local transport budget for the area of the Combined Authority
- Ability to franchise bus services, which will support the Combined Authority's delivery of smart and integrated ticketing across the Combined Authority's constituent councils
- Oversight of a new Joint Investment and Assets Board, to be chaired by the Mayor, to review all public sector land and property assets and help unlock land for housing and employment
- Ability to make proposals for Mayoral Development Corporations or other emerging vehicles to help take forward large developments or new settlements

The new Greater Lincolnshire Combined Authority, working with the Mayor, will receive the following powers:

- Control of a new additional £15 million a year funding allocation over 30 years, to be invested to boost growth
- Responsibility for developing a strategic infrastructure delivery plan which will identify the infrastructure needed to support the increased delivery of new homes
- Responsibility for chairing an area-based review of 16+ skills provision conducted in accordance with the established objectives, framework and process nationally for the area review programme. The outcomes of the review will be taken forward in line with the national framework principles of the devolved arrangements, and devolved 19+ adult skills funding from 2018/19
- To help tackle long-term unemployment in Greater Lincolnshire, the Combined Authority will feed into the national design of the new Work and Health Programme. Greater Lincolnshire Combined Authority will also develop a business case for an innovative pilot to support those who are hardest to help
- To move with government and local criminal justice partners towards a co-commissioning arrangement for services for Greater Lincolnshire offenders serving short sentences
- To work with the government, PCCs, local prison governors and the Community Rehabilitation Companies (CRC) to allow more local flexibility, innovation and coordination with other local services
- An opportunity to contribute to the outcomes from the Water Resources Study commissioned by the Greater Lincolnshire LEP and the objectives set out in the resulting Greater Lincolnshire LEP's Water Management Plan

In addition:

- The government will work with the Greater Lincolnshire Combined Authority to agree specific funding flexibilities. The joint ambition will be to give the Greater Lincolnshire Combined Authority a single pot to invest in its economic growth.

Further powers may be agreed over time and included in future legislation.

2. METHOD

2.1 CONSULTATION DOCUMENTS

The following supporting documents were made available throughout the consultation period on all 10 local authority websites and available to download:

- [The Devolution Agreement](#) – the signed agreement which outlines the devolved powers Greater Lincolnshire will have if it goes ahead;
- [The Draft Scheme for the Establishment of a Mayoral Combined Authority](#) – which describes the governance and the role of the Mayor;
- [The Governance Review](#) – a review of current governance and recommendations for improvements;
- [Frequently Asked Questions](#);
- [Equality Impact Assessment](#) - which has been reviewed and updated and can be found in Appendix 7.

2.2 COMMUNICATIONS

A comprehensive communications plan was put together with all 10 councils before the start of the consultation. The consultation has been widely publicised across Greater Lincolnshire with all 10 councils contributing to the communications:

- a launch event involving media from the main outlets across Greater Lincolnshire, see below;
- a media release was issued at the start of the consultation and again at the two-weeks to go stage;
- poster promoting the consultation displayed at council venues across Greater Lincolnshire and some third sector venues;
- promotion of consultation, documents (available to download) and a link to the survey available on all council websites (where possible advertised from the homepage);
- cut out survey included in County News delivered free to every household in Lincolnshire and made available at the Lincolnshire Show;
- door to door delivery of information on the consultation in North and North East Lincolnshire;
- information included in the publications of councils issued within the time period (both printed and electronic);
- direct promotion to town and parish councils via email or letter (and follow up reminders) and via the Lincolnshire Association of Local Councils (LALC), their umbrella organisation;
- Job Centres and Chambers of Commerce also received information via district and unitary councils;

- a social media campaign throughout the consultation via Facebook and Twitter (some messages shared by the Government’s Communication Service);
- promoted directly to key local stakeholders via letter/email and reminders sent to them;
- staff in councils across Greater Lincolnshire have been encouraged to participate via a direct letter/email with link to website.

Launch event 27 June - news release issued and press conference held – attended by BBC Radio Lincolnshire, BBC Look North, ITV Calendar, Lincolnshire Echo, the Lincolnite and Lincs FM. Resulting coverage:

- Online - [Lincolnshire Echo](#), [The Lincolnite](#), [BBC news](#), [Grimsby Telegraph](#), [Sleaford Standard](#), [Scunthorpe Telegraph](#), [Spalding Guardian](#)
- Newspapers - *Boston Standard*, *Boston Target*, *Sleaford Standard*, *Skegness Standard*, *Scunthorpe Telegraph*, *Spilsby Standard*, *Louth Leader*, *Lincolnshire Free Press*, *Grantham Journal*, *Stamford Mercury*, *Scunthorpe and Market Rasen Mail*.

Follow-up news release 26 July - Resulting coverage:

- Online - [Scunthorpe Telegraph](#), [The Lincolnite](#), [Gainsborough Standard](#), [Boston Standard](#), [Louth Leader](#),
- Newspapers - *Gainsborough Standard*, *Scunthorpe Telegraph*, *Grantham Journal*, *Boston Standard*, *Boston Target*, *Grimsby Telegraph*, *Epworth Bells and Market Rasen Mail*.

A radio debate was held on 2 August on BBC Radio Lincolnshire to encourage people to take part in the consultation. The debate featured Cllr Martin Hill, Leader of Lincolnshire County Council, Cllr Ric Metcalfe, Leader of the City of Lincoln Council, Cllr Craig Leyland, Leader of East Lindsey District Council and Cllr Peter Bedford, Leader of Boston Borough Council.

Website hits during consultation period:

Council	Website hits
Boston Borough Council	214
City of Lincoln Council	692
East Lindsey District Council	690
Lincolnshire County Council	7,593
North East Lincolnshire Council	1,606
North Lincolnshire Council	1,174
North Kesteven District Council	48
South Holland District Council	223
South Kesteven District Council	1043
West Lindsey District Council	185
TOTAL	12816

2.3 SPECIFIC TARGETED GROUPS

The Equality Impact Assessment highlighted age and disability as two protected characteristic groups that should be specifically targeted during the consultation to ensure their views were represented. In addition those who live in rural areas, people who are unemployed and businesses were identified as specific groups with a potential interest, but that might need additional support to have their say. The following organisations helped to target these groups:

- The Single Equalities Council for Lincolnshire disseminated the information, via their existing networks, across all nine protected characteristics;
- youth councils and youth governance groups, such as the Youth Cabinet in the county of Lincolnshire, young carers and schools;
- Voiceability encouraged and enabled responses from people with learning disabilities, as well as testing and improving the easy read version of consultation information;
- carers and the Shine network (mental health) were also targeted via their own support groups so they could support those they care for;
- specific third sector organisations covering the protected characteristics were sent the information, see Appendix 1 for details;
- hard copies of the survey were sent to rural libraries and were available on the mobile library in smaller villages;
- a local pub also held paper copies in one village to disseminate to those in the area with poor broadband speeds.

2.4 BUSINESS BRIEFINGS

Two business briefings were held by the Greater Lincolnshire Local Enterprise Partnership:

- 6th July 2016 – Forest Pines, Scunthorpe – 68 attendees;
- 19th July 2016 – Belton Woods Hotel, Grantham – 72 attendees.

The briefings took the form of a debate and the full feedback is given in Appendix 2.

2.5 PUBLIC SURVEY

The survey could be filled in online via a link from all 10 local authority websites and was also made available at the business briefings. Hard copies were available at council sites across the area including rural libraries and the mobile library in smaller villages. A cut out version was also included in County News which is delivered free to all households in Lincolnshire and made available at the Lincolnshire Show.

Survey questions were designed to gauge the level of agreement for a Mayoral Combined Authority with a Directly Elected Mayor and ways of working in the future but also to invite comments on the Scheme and other aspects. This meant that

although each proposal had a closed, quantitative (tick box) questions, the survey also allowed space for qualitative written responses to give those completing the survey an equal opportunity to share their views. Alternative formats were available on request. An accessible format version was requested and sent immediately to enable one visually impaired resident to take part in the consultation. He was also offered further support. No other versions or translations were requested.

2.6 FEEDBACK ON CONSULTATION PROCESS

The Council have received a number of comments about the consultation process itself both verbally and in writing. All comments have been noted as lessons learnt for future consultations and where possible changes were made during this consultation.

Area of concern	Concerns	Action taken
Formative stage	The consultation did not offer the opportunity to express support for alternative ideas to a Mayoral Combined Authority.	The Government agreement makes it clear that devolved powers are subject to setting up a Mayoral Combined Authority. The Governance Review also identified a Mayoral Combined Authority as the best way to carry out new powers and responsibilities. The published Scheme proposes a Mayoral Combined Authority on the basis of the Governance Review. The Councils' responsibility was to consult on the proposals set out in the Scheme. Respondents could express support for alternative ideas through the free text option.
	The decision has already been made as there is no choice if we want devolved powers and funding.	
	There is no way of supporting devolution without supporting a mayor.	
Information	The documents provided to support this consultation were un-user friendly.	The councils wanted to provide the actual documents in order to give a true understanding of the process.
Promotion	The consultation has not been particularly well promoted or wide ranging.	See section 2.2.
All Design of survey	The tick box response provided encourages a very narrow consideration of issues and comprises a short series of closed questions which encourages a positive rather than critical response.	A comments box was provided at the end of the consultation and both negative and positive comments were received. For full analysis see section 4.7.
	There is no input required on the proposed education, economic growth, housing and transport.	Views could be given in the comments box. For full analysis see section 4.7.
	It was possible to submit multiple responses.	Quality checks included checking for duplicates. One was found and removed.
Mechanics of survey	The survey was difficult to find.	In most areas it was on the local council's home page.
	It was difficult to know whether it had been submitted, no acceptance message.	This may need to be a software change for future consultations.
Equality	Young people should be consulted.	Via governance groups, young carers and schools see 2.3 specific targeted groups and the EIA in Appendix 7.
	There was no British Sign Language version of the survey mentioned in the EIA.	No requests were received for this. Had any been received suitable support arrangements would have been made.
	The EIA was not detailed enough.	The EIA has been reviewed and updated and can be found in Appendix 7.

2.7 DATA ANALYSIS

All completed hard copies of the survey were manually input into the SNAP survey system to be included alongside the online responses that were submitted. This was to ensure the responses were collated in a single database, and in a consistent format. All responses were analysed using SNAP Survey Professional 11 software and the full survey report can be found at www.lincolnshire.gov.uk/greaterlincs.

All comments from the survey and those received via email have been reviewed and are summarised in section 4. The full list of 2036 comments can be found in Appendix 5. 19 extensive comments were received and can be found in Appendix 6.

Key themes from comments have been summarised under each question and a balanced selection of quotes have been carefully chosen to represent the spread of views expressed by respondents.

2.8 QUALITY ASSURANCE

In total, 4,432 completed surveys were received during the consultation period, which were submitted via the following methods:

- 3,195 (72%) online, directly from respondents;
- 1,237 (28%) in hard copy.

Surveys submitted online by respondents directly were stored automatically in the database, the accuracy of which can be assumed to be correct and as reported.

The surveys submitted in hard copy were input manually into the database. To test the accuracy of the manual recording, 11% of surveys in hard copy were randomly checked to the database. A total of 136 surveys were checked.

There were a total of 10 input errors out of a total of 816 possible responses from the 136 surveys checked for the sample. This represents an error rate of 1.2% for the manually input surveys. This was considered to be a very low error rate. All errors found in this sampling were corrected.

The comment question was checked separately and 4 errors were found from the 136 surveys checked. This represents an error rate of 2.9%. This was considered low enough not to increase the sample. All errors found in this sampling were corrected.

2.9 STATISTICAL SIGNIFICANCE OF RESULTS

Consultation surveys are always based on a small sample but used to make judgements about the views of the whole population. Therefore, the results are subject to a degree of uncertainty known as a 'margin of error'. The margin of error measures how close the sample results are to the "true value" if the whole population had been asked. The margin of error decreases as the sample size grows. A margin

of error of +/-5% is considered acceptable to ensure a certain level of confidence in the results.

The level of confidence states how certain you can be that the survey results accurately reflect the whole population within the given margin of error. 95% is an industry standard level of confidence.

The consultation invites feedback from the total population of Greater Lincolnshire. The most recent published population estimates for 2014 from the Office of National Statistics of 1,060,500 was used.

With a return of 4,432 we are 99% confident that the views are statistically representative of the population overall, and are likely to fall within +/- 2% of the reported percentages. For example, if 50% agree with a proposal then we can be 99% confident that the overall view of the proposal by the whole population (if everyone was asked) would be within +/-2% of the survey result; between 48% and 52%.

For individual councils the population size is much smaller but the number of returns needed only decreases by small amounts. Therefore the percentage of the total population needed increases. For a 95% confidence level the individual councils need over 385 returns for the results to be within +/-5%.

3. LEVELS OF ENGAGEMENT

3.1 RESPONDENT BREAKDOWN

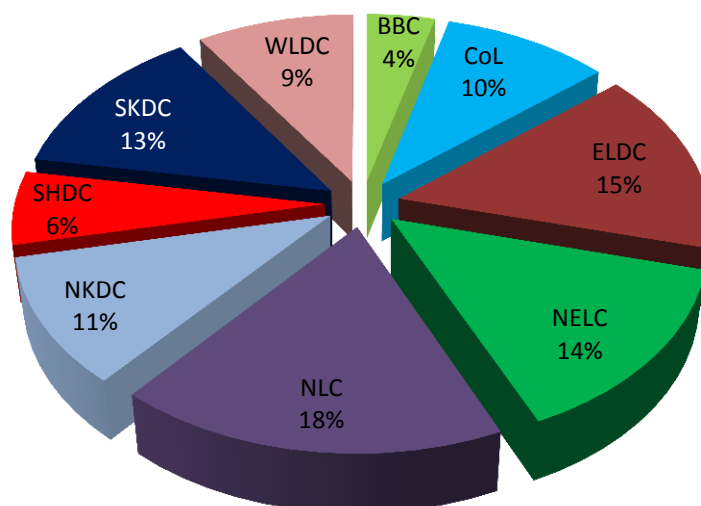
In total, 4,432 completed surveys were received during the consultation period. 72% of these were submitted online and 28% in hard copy. 4% were from business or organisations and 95% from individuals. Organisations that identified themselves are listed in Appendix 4.

The breakdown of returns by individual council was as follows:

	No	%
Boston Borough Council	177	4%
City of Lincoln Council	433	10%
East Lindsey District Council	667	15%
North East Lincolnshire Council	628	14%
North Lincolnshire Council	783	18%
North Kesteven District Council	462	11%
South Holland District Council	267	6%
South Kesteven District Council	571	13%
West Lindsey District Council	407	9%
Total	4395	

Did not answer (not included in %)

37
4432



For statistical significance of sample sizes see section 2.9. A full breakdown of each question by council is given in the full survey report can be found at

www.lincolnshire.gov.uk/greaterlincs

3.2 EQUALITY IMPACT

The following tables illustrate the level of engagement with different demographics in our community. The survey in the County News did not include the equality questions and some respondents chose not to answer these questions therefore results do not add up to 4,432. The number who did still statistically represent the overall consultation responses.

Age	Number	%
<i>15 and under</i>	34	1%
<i>16-19</i>	31	1%
<i>20-24</i>	60	2%
<i>25-34</i>	208	6%
<i>35-44</i>	364	11%
<i>45-54</i>	555	17%
<i>55-64</i>	871	27%
<i>65-74</i>	904	27%
<i>75-84</i>	247	7%
<i>85 and over</i>	17	1%
Total	3291	

Sex	Number	%
<i>Male</i>	1949	60%
<i>Female</i>	1296	40%
<i>Transgender</i>	9	0%
Total	3254	

Illness, disability or infirmity	Number	%
<i>Yes</i>	525	16%
<i>No</i>	2686	84%
Total	3211	

Ethnicity	Number	%
<i>White</i>	3111	98%
<i>Mixed</i>	25	1%
<i>Asian or Asian British</i>	13	0%
<i>Black or Black British</i>	6	0%
<i>Other Ethnic Group</i>	35	1%
Total	3190	

The 2011 census reported 7.1% of Lincolnshire residents were born outside of the UK. The non-white population made up 2.4% of the total population in 2011.

Representation was monitored through the Equality Impact Assessment which can be found in Appendix 7.

3.3 WRITTEN COMMUNICATIONS

Thirty six responses were received regarding the consultation separate from the survey via email, letter or facebook. Twenty six were from individuals and ten from organisations including:

- Gainsborough Town Council
- Market Deeping Town Council
- Great and Little Carlton Parish Council
- Maplethorpe and Sutton Town Council
- Caythorpe and Frieston Parish Council
- Castle Bytham Parish Council
- Hull and Humberside Chamber of Commerce
- Stamford Town Council

These substantial replies can be found in Appendix 3 along with substantial replies from individuals and organisations. Colsterworth and District Parish Council also sent an email stating that they do not support the idea of a Mayoral Combined Authority.

Letters from individuals where they could be identified have not been included in Appendix 3 but the views have been analysed and included here. Emails and facebook comments from individuals have not been listed but comments have been analysed and included in this summary.

A number of these were queries or issues about the process which have been included in section 2.6.

The main two concerns expressed were:

- Another layer of bureaucracy which will cost more, create duplication, waste and confusion; and
- The area proposed is wrong and too big. Localism will be lost. There will be an emphasis on Lincolnshire and not North or North East Lincolnshire. North East Lincolnshire has a different economy and has better links with Humber.

A petition was received with 762 signatures regarding the naming of the North East Lincolnshire area but this was not directly related to the devolution consultation.

4. KEY FINDINGS

The survey results are reported for each question below. For individual questions the percentages within the tables may not add up to exactly 100% due to rounding. All percentages have been rounded to the nearest whole number. Percentages for each question exclude those who did not answer, which are reported separately. Percentages within the summary table have been rounded to one decimal place for further accuracy.

4.1 SUMMARY

Summary – data

	<i>Strongly Agree and Agree</i>	<i>Disagree and Strongly Disagree</i>		
	Positive	Negative	Don't know	Total
Setting up a Mayoral Combined Authority	2049	2132	205	4386
%	46.7%	48.6%	4.7%	
Combining the role of mayor and PCC	1660	2433	265	4358
%	38.1%	55.8%	6.1%	
We should continue to pursue these extra powers and funding for the Greater Lincolnshire area.	2571	1628	140	4339
%	59.3%	37.5%	3.2%	
The ten Councils should be looking to work together to prioritise and deliver these activities (economic growth, infrastructure and housing) across the Greater Lincolnshire area.	3161	1067	99	4327
%	73.1%	24.7%	2.3%	
We should be pursuing further funding (in addition to that within the proposed Devolution Deal) for economic growth, infrastructure and housing, as a priority for Greater Lincolnshire.	3333	842	143	4318
%	77.2%	19.5%	3.3%	

4.2 QUESTION 1

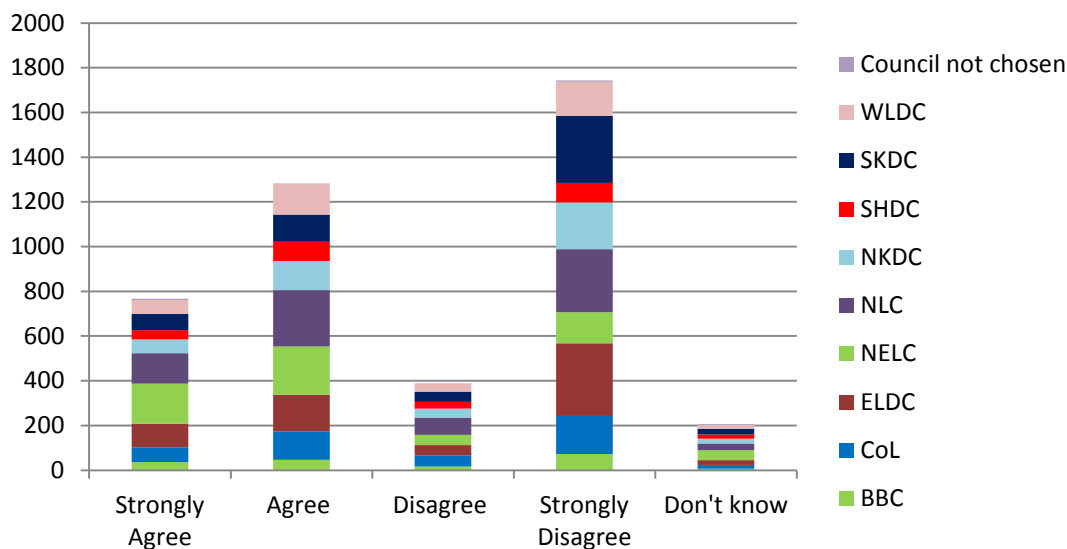
The Government has said the only way that we can get additional powers and responsibilities is by setting up a Mayoral Combined Authority, which will require a Directly Elected Mayor. Our Governance Review concludes that new powers and responsibilities would best be carried out through a Mayoral Combined Authority. We have set out our proposals in the Scheme. Please let us know what you think about this.

Respondents were asked whether they strongly agree, agree, disagree or strongly disagree with a Mayoral Combined Authority.

	No	%
Strongly Agree with a Mayoral Combined Authority	767	17%
Agree with a Mayoral Combined Authority	1282	29%
Disagree with a Mayoral Combined Authority	389	9%
Strongly Disagree with a Mayoral Combined Authority	1743	40%
Don't know	205	5%
Total	4386	

Did not answer

46
4432



The summary table shows overall 46.7% of respondents were in favour of a Mayoral Combined Authority and 48.6% were against it. With the 2% margin of error (see section 2.9) the true result could be between the range 44.7% in favour and 50.6% against, and 48.7% in favour with 46.6% against. Therefore this result is too close to be conclusive. However when broken down further 17% strongly agree whilst 40% strongly disagree with a Mayoral Combined Authority.

The comments received from those who responded positively regarding the Mayoral Combined Authority fell into two main themes (bullets summarise theme and quotes are representative of those received):

- It will give us greater control of local issues and more influence nationally;

“I think it's a fantastic opportunity to have greater control over our vast county. The people living, working and representing the people of Lincolnshire, have a better understanding of what the county needs to be productive and beneficial for all areas of residential life.”

“I believe it will help Lincolnshire's policymakers and service providers work together better and to have greater influence nationally.”

- A further layer of bureaucracy being created may cause duplication and waste of resources – but some feeling it will reduce layers;

“I am concerned that with another layer of bureaucracy money may be swallowed up in the management of this devolved council and not spent where it is needed.”

“Anything that reduces the tiers of government has to be a good. One Authority for the whole of matters relating to Lincolnshire would be enough.”

“I feel that a directly elected Mayor is an unnecessary expense but would accept it in order to facilitate the formation of a combined authority.”

Comments received from those who disagreed with a Mayoral Combined Authority fell into two main themes:

- Agreement with devolution and working together but don't need a mayor;

“I strongly support the devolution of power and funding although I remain sceptical about the Mayor as the way forward.”

“I don't believe we need a Mayor for the combined authority, the existing 10 councils are quite capable of delivering devolution for Lincolnshire. Having a combined authority is a fourth layer of local government which will be costly and unnecessary.”

- It will create a further layer of expensive bureaucracy and if a Mayoral Combined Authority is set up there should be a reduction in the current tiers of council;

“This proposal just adds another layer to our local government. For this proposal to work a layer of local government must go.”

“Just not as a Combined Authority that will duplicate much of the GLLEP role and add yet another layer of bureaucracy. If the Combined Authority is to happen then the Tier 2 Local Authorities should be scrapped.”

“I am strongly in favour of more powers and resources being given to existing local authorities, and to greater cooperation and strategic planning between those councils. However I am not in favour of adding an additional tier to local government.”

“Main concern is the impression of another layer of authority - feel that if this goes through then an amalgamation of County and District Councils should follow.”

Comments received from those who strongly disagreed with a Mayoral Combined Authority fell into two main themes:

- It will cost more and they want to know how much:

“I am not against the idea of devolution and certainly not against the idea of authorities further combining service provision to save money, I just cannot agree that a new tier of governance can possibly be a money saving venture.”

“Whilst I am broadly in favour of devolution that is not at 'any cost'.”

“In the current climate of reduced public spending there should be a move to a single tier of local government and not the introduction of yet another layer of administration and costs.”

“We do not need an extra layer of local government bringing extra costs and confused responsibilities. We already have directly elected local and county councillors who are accessible and accountable to our local citizens, it is they who should take on the extra powers and responsibilities and use the money on offer accordingly.”

“The 10 Councils could form a Joint Committee, elect a chairman and deputy as is normal, and control this extra funding and powers without the need for a specially elected Mayor. Saving the rate payer from the additional burden of that extra 2%.”

- Being forced down the Mayor route:

“The government wishes to hold us to ransom by demanding that we establish another authority and elect a Mayor in order to get our extra funding. This is a disgraceful position for them to adopt and we should not be bullied into it.”

“This is not meaningful devolution. The imposition of an elected Mayor and the consequent Mayoral combined authority is a purely political construct.”

There were also concerns across all sets of respondents regarding:

- The need to ensure fairness in distribution of funds.

4.3 QUESTION 2

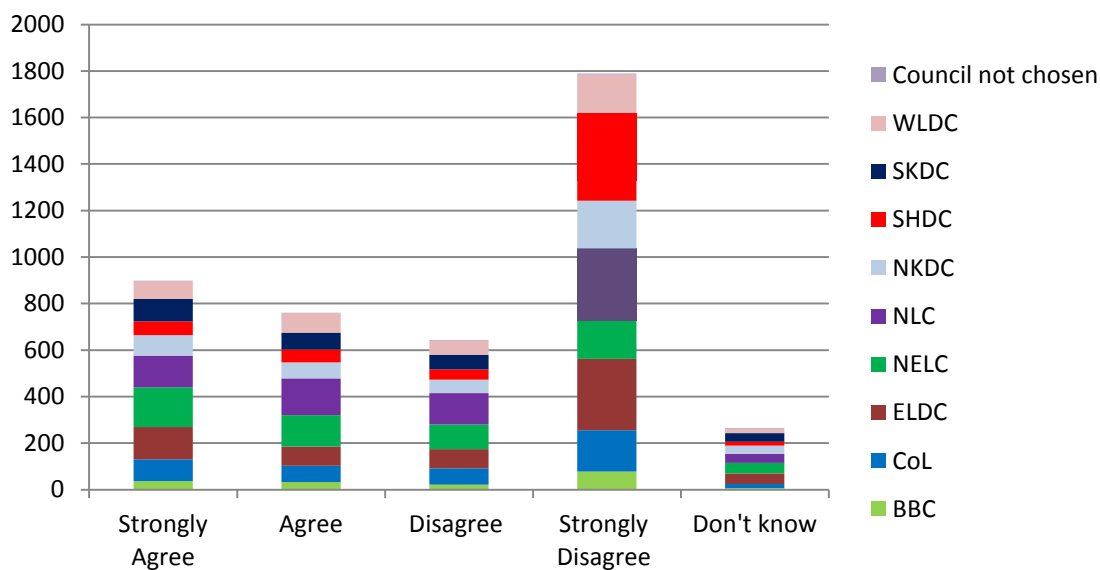
In the future it may be possible to combine the position of Directly Elected Mayor for Greater Lincolnshire with the role of Police and Crime Commissioner. This would require the Government to make a change in the legislation, as explained in the introduction to this consultation. Would you support combining the roles?

Respondents were asked whether they strongly agree, agree, disagree or strongly disagree with combining the roles.

	No	%
Strongly Agree with combining the roles	899	21%
Agree with combining the roles	761	17%
Disagree with a Mayoral Combined Authority	644	15%
Strongly Disagree with combining the roles	1789	41%
Don't know	265	6%
Total	4358	

Did not answer

74
4432



Overall 38% of respondents were in favour of combining the roles and 56% were against it. This result is conclusively against combining the roles. 41% of respondents strongly disagree with combining the roles.

Comments received fell into four main themes (bullets summarise theme and quotes are representative of those received).

.The main area of support was:

- It will save money.

“Although I can see some cost saving advantages to combining the role of a directly elected Mayor with the role of a police and crime commissioner, I can also see some disadvantages from an operational point of view and I think this part of the proposal needs particularly close investigation and careful planning.”

The main concerns against combining roles were:

- Would one person have the knowledge for both;

“I think the positions should be kept separate as they require different skills and I'm not convinced these could be met totally by one position. To gain knowledge in both fields would be too much.”

“The proposal is for a very wide ranging and significant role, and therefore should not be merged with that of the PCC, as this would be too wide a remit involving different sets of skills and knowledge and the PCC is already a very complex role in itself.”

- The role is too large and a full time commitment;

“I think combining both roles of police commissioner and Mayor would be too much work for one person and the commissioner should just focus on the police.”

- Didn't agree with PCC:

“We do not need a Mayor and we should get rid of the Police and Crime Commissioner.”

There were also a number of comments suggesting:

- Leaving Humberside Fire and Rescue and combining across Lincolnshire;
- Leaving Humberside Police and being part of Lincolnshire Police.

“In an ideal world the Police and Fire authorities ought to be realigned into Greater Lincolnshire organisations. The Humberside Police and Fire authorities should be disbanded as part of any realignment.”

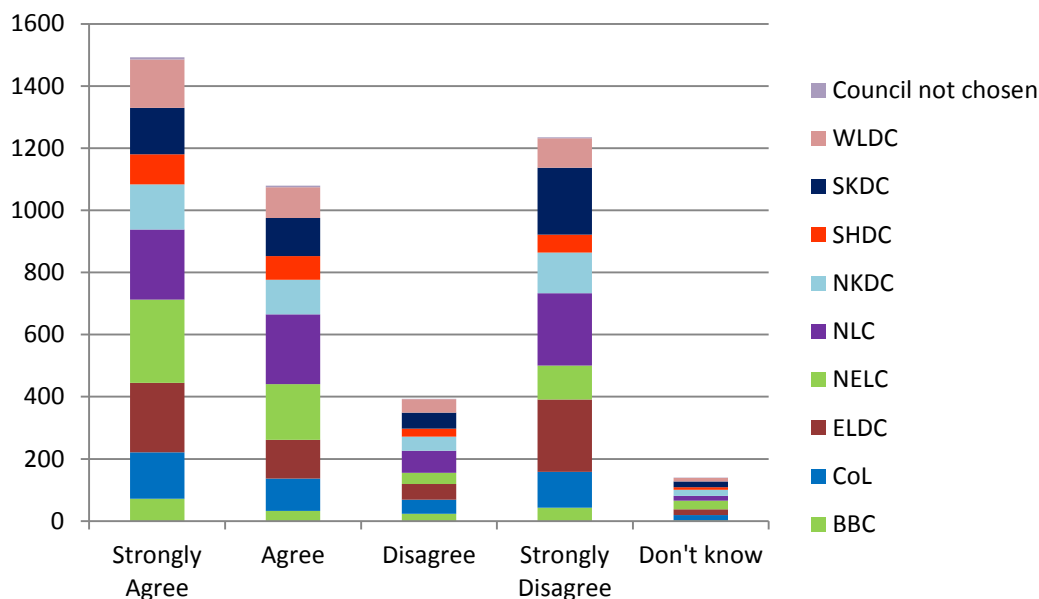
4.4 QUESTION 3

We should continue to pursue these extra powers and funding for the Greater Lincolnshire area.

Respondents were asked whether they strongly agree, agree, disagree or strongly disagree with this statement.

	No	%
Strongly Agree	1492	34%
Agree	1079	25%
Disagree	393	9%
Strongly Disagree	1235	28%
Don't know	140	3%
Total	4339	

Did not answer	93
	4432



Overall 59% of respondents were in favour of pursuing extra powers and funding and 30% were against it. This result is conclusively in favour of pursuing extra powers and funding. 34% of respondents strongly agree with pursuing extra powers and funding.

There were fewer comments regarding this point but two themes were (bullets summarise theme and quotes are representative of those received):

- £15M a year was not enough, how can it be guaranteed over 30 years and will it be index linked;

“I really do feel that £15m per year will not be sufficient to make any vast improvements for the whole of the population/residents equally even if there is the chance of match funding i.e. making the monies available up to £30m this will not go far will not go far.”

“I am not prepared to have an increase in my council tax in order to pay for another level of bureaucracy. According to your financial costs in your accompanying documents you need some £42m per annum and only £15m of this is to come from Government. Where is the rest coming from? The government is allowing you to raise a precept on each council, a levy on business rates etc. to pay for all this. Also the average government help across the country is £30m per annum so why have you accepted such a small sum. “

“The amount of money that would be received, divided by the number of councils and over the number of years is £1.5M/year/Authority. What will that pay for when all the additional politician's expenses are taken out? The value to each authority is a drop in the ocean and the cost of combining authorities will cost more.”

“There has been no mention of this money being inflation proofed, a rate of 2% per annum won't leave much of £15 million in 30 years' time.”

- This is the job of the government;

“I would prefer to leave these decisions to the government departments who are in a better position to allocate the finite resources to every deserving part of the country. Post referendum, this country needs to regroup and build on our new position as it faces many new challenges; now is not the time to be taking apart an already fractured nation.”

4.5 QUESTION 4

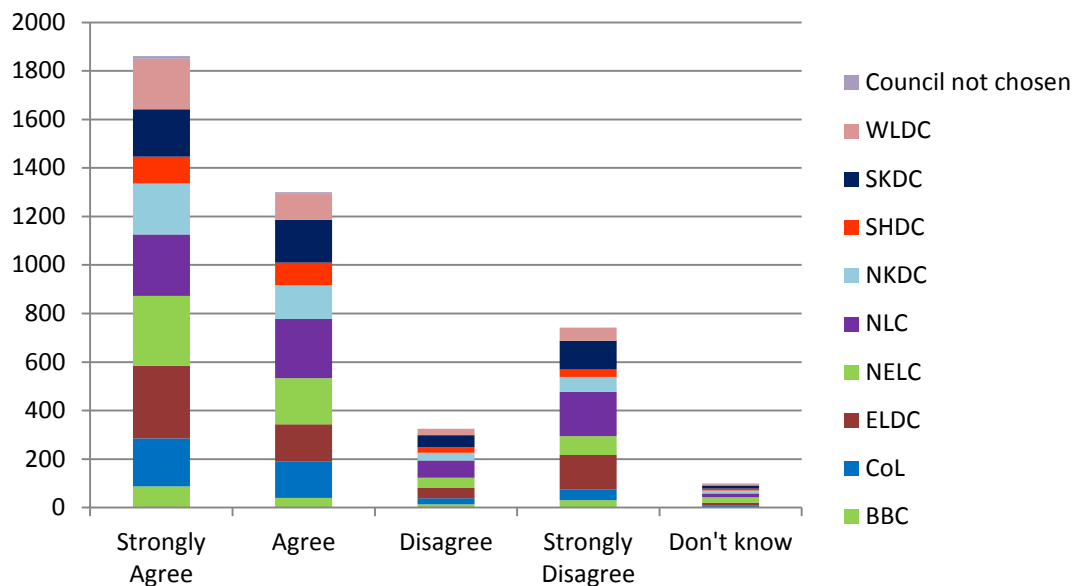
The ten Councils should be looking to work together to prioritise and deliver these activities (economic growth, infrastructure and housing) across the Greater Lincolnshire area.

Respondents were asked whether they strongly agree, agree, disagree or strongly disagree with this statement.

	No	%
Strongly Agree	1861	43%
Agree	1300	30%
Disagree	325	8%
Strongly Disagree	742	17%
Don't know	99	2%
Total	4327	

Did not answer

105
4432



Overall 73% of respondents were in favour of the ten councils working together across the Greater Lincolnshire area and 25% were against it. This result is conclusively in favour of working together across the area. 43% of respondents strongly agree with working together across the area.

There were a lot of comments from those in favour of a Mayoral Combined Authority supporting working together.

“I would like to see the ten councils identifying areas where they could work together to share resources, avoid duplication, save costs, add more value and act more as one Greater Lincolnshire, so we can achieve more as a collective.”

These respondents particularly felt (bullets summarise theme and quotes are representative of those received):

- There is a lot of duplication and cost in the current council structure;
- Nine district councils are not needed – one unitary would be better;

“Whist it is essential that we should pursue the devolution opportunity for Greater Lincolnshire. The creation of a fourth tier of government is not an efficient use of public monies. The Lincolnshire authorities should also be looking at ways in which this wastefulness can be avoided through fewer tiers of government.”

There was support for working together from respondents who disagreed with a Mayoral Combined Authority and a view that:

- Councils should work together without having an extra level of council;

“Surely and elected City Council, and elected County Council and an elected MP can do what is necessary for the citizens of Lincolnshire without having another bureaucratic layer which will cost more.”

“The councils should be seeking to work together in any case rather than each pursuing their own agendas. But we do not need the expense and additional tier of a Mayor to do this.”

“I don't want a 4th level of governance for Lincs. If all councils agree with the principle then we need a "change agent" role to drive combining key events such as merging finance, admin, police, ambulance, fire, waste management, road cleaning/gritting etc. Removing the current borders to enable leverage of all those services. Also giving a strategic review of the whole of Lincs.”

“I have read the options paper and consider that there has not been the option of a restructure of local government in the review. Why should we have so many councils and layers of local government?”

Respondents who strongly disagreed with the Mayoral Combined Authority supported working together but felt strongly that there should be a review of local government tiers:

“None of this requires the establishment of a MCA. Councils should be working together anyway, and can, to secure funding and plan and deliver on development.”

“There needs to be a local government review for Lincolnshire to reduce the layers of local government within the county. Under current spending allocations and austere measures there needs to be a serious review in terms of local government spending so that any savings from a review are used to provide better services for the county.”

“We do not need another level of government imposed on this area. That is why I am strongly opposed to a Mayoral Combined Authority. In fact we need less layers of local government. Therefore I would support a proposal to abolish the existing two-tier system (Lincolnshire County Council and the 7 district councils) and replace it with three all-purpose unitary councils: (i) South Lincolnshire, (ii) East Lincolnshire; (iii) City of Lincoln & West Lincolnshire. (The unitary councils of North Lincolnshire and North-East Lincolnshire would not change). The unitary council system is already in place in many parts of England, and it is time it became universal across England. It would save money and reduce needless duplication.”

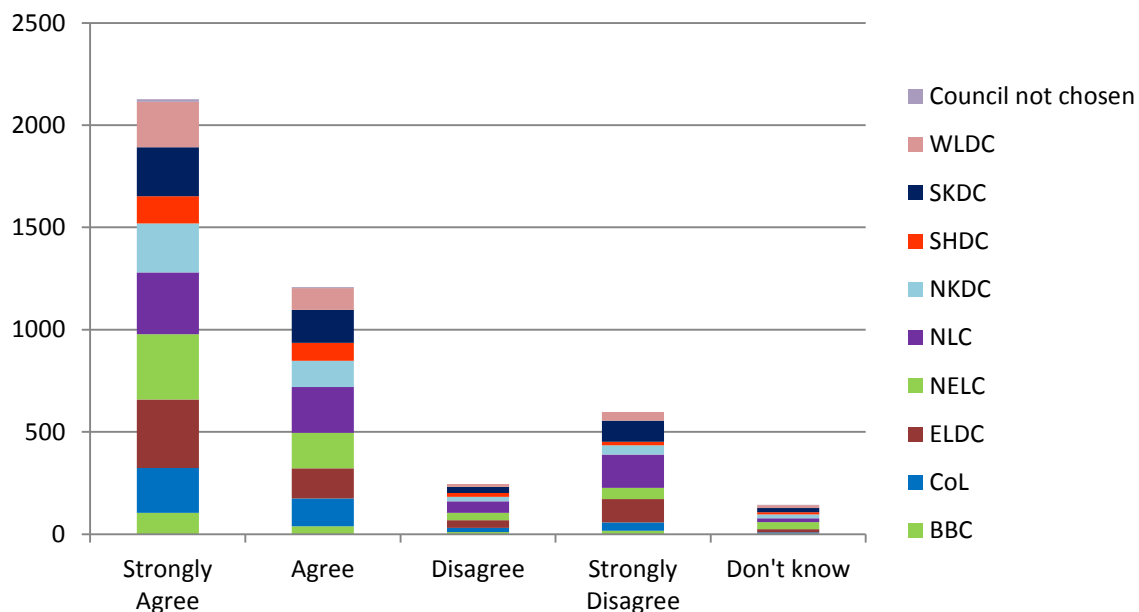
4.6 QUESTION 5

We should be pursuing further funding (in addition to that within the proposed Devolution Deal) for economic growth, infrastructure and housing, as a priority for Greater Lincolnshire.

Respondents were asked whether they strongly agree, agree, disagree or strongly disagree with this statement.

	No	%
Strongly Agree	2126	49%
Agree	1207	28%
Disagree	245	6%
Strongly Disagree	597	14%
Don't know	143	3%
Total	4318	

Did not answer	114
	4432



Overall 77% of respondents were in favour of pursuing further funding and 19% were against it. This result is conclusively in favour of pursuing further funding. 49% of respondents strongly agree with pursuing further funding.

There were few comments on this statement but see comments for question 3 regarding the level of funding.

“Lincolnshire is always under-funded per head of population for public services especially Health - in particular Mental Health and policing. A combined devolved

authority should fight for a fairer share of the public purse especially bearing in mind the size of the area.”

4.7. FURTHER COMMENTS

Respondents were also given the opportunity to add anything further at the end of the survey. **If there is anything you think we need to consider in respect of a Mayoral Combined Authority with a Directly Elected Mayor or our Scheme generally or any other comments you would like to make.**

2036 comments were received in total within the survey. These comments have been analysed under each relevant question. 629 of these were received from those who responded positively to a Mayoral Combined Authority and 1285 from those who responded negatively. The majority of comments, 1,088 were from those who strongly disagreed with the Mayoral Combined Authority. The full listing of comments can be seen in Appendix 5 and the 19 extensive comments can be found in Appendix 6.

36 responses were included separate from the survey see section 3.3.

Two areas of concern expressed in the comments that are not dealt with within the questions asked were (bullets summarise theme and quotes are representative of those received):

- The democratic process for a Mayoral Combined Authority; and
- The geography and size of Greater Lincolnshire.

Concerns expressed by respondents regarding democracy included:

- How will the mayor be elected; needs to be transparent;
- Democratic engagement is weak this was proved by the low turnout for the Police Commissioner elections;

“I also am concerned if the election of a Mayor will be of sufficient interest so as to attract a high turnout of the county electorate. For example, how many people in Lincolnshire would be able to name the recently elected Crime Commissioner, I suspect very few!”

- What would the process for removing the mayor, if necessary, be;
- needs to be representative of the whole area; should be rotated across the ten councils;

“The issue with this joint council approach is that the power in all cases will effectively evolve to the areas of Lincolnshire with the most population and thus the most 'votes' for the elected Mayor.”

“Rotate the candidature of the Mayor through the ten areas so that no one area (no matter how populous) can dominate the candidature of the Mayor.”

- The quality of the candidate is important; they need to be the right person with the right qualifications; needs to be politically independent;

“Such a person, and councillors supporting them would require intelligence, experience, financial expertise and other skills.”

“The main reason I disagree with the idea of having a Mayoral Combined Authority is that I believe that such an approach would require a very high calibre individual to i) bring together the 10 different areas ii) simplify what is a complex structure at the moment.”

- How will scrutiny work; need one representative from each of the nine areas;

“The councillors who are currently on each area’s councils should nominate one of their councillors to sit on the new council rather than employ another set of councillors.”

“This is a good idea as long as those on the combined authority committee distribute fairly across the whole of the county.”

- The term needs to be more than 3 years – 4 years at least;
- Mayor is the wrong name – Sheriff, Earl, Baron, Chairperson, Commissioner, Executive Leader were suggested.

Concerns expressed by respondents regarding the area included:

- Greater Lincolnshire is too big and diverse and localism will be lost;

“Lincolnshire is a diverse region in terms of geography, employment, ethnic and religious background. A single authority may struggle to define policies that satisfy all aspect and hence it should be a significant consideration of how to identify, prioritise and deliver specific services in each region making up the larger area.”

“The Greater Lincolnshire area will be very large and the population needs differ substantially between the 10 council areas. Some working together and economies of scale will be beneficial during times of austerity, but is it possible that certain areas of Greater Lincolnshire will dominate to the disadvantage of other areas and thus increase inequalities.”

“Lincolnshire is a vast county and my experiences across other bodies such as NHS and Social Security is that centralising services just creates more remote and difficult to access provision.”

- Split views regarding Humberside – on the one hand different areas and therefore different objectives, on the other Humberside, Hull centric and would rather be part of Lincolnshire;

“I’m not convinced that there is sufficient similarity and joint objectives across the industrial/urban and agricultural/rural authorities of a Greater Lincolnshire to have a single office responsibility for regeneration, housing and infrastructure.”

“I believe North and North East Lincolnshire should pursue a combined authority devolution with the Hull and East Riding of Yorkshire and NOT Greater Lincolnshire.”

“Creating a Mayoral Combined Authority for Great Lincolnshire will have an adverse impact on the economic development of North and North East Lincolnshire, when these should both be fighting to be included in the Northern Powerhouse, and not left on the remote Northern fringes of a largely rural sector the East Midlands.”

“Considering the real long term development potential for this area dispassionately, the North Lincolnshire/North East Lincolnshire authorities need to be combined with the Humber Estuary region - North and South, with Lincolnshire split between Humber Region and a new Midland Region to drive its growth also.”

“It makes much more geographical sense to be part of Greater Lincolnshire than the legacy that is 'South Humberside'.”

“Bring North Lincolnshire and North East Lincolnshire back into one Lincolnshire as it used to be before Humberside. Surely this would reduce costs as there would be one council instead of three. Then this proposal of a Greater Lincolnshire Mayor would be an even better idea.”

5. CONCLUSIONS

The consultation results show views are split on setting up a Mayoral Combined Authority.

Comments from the respondents in favour of a Mayoral Combined Authority expressed importance that:

- the mayor is non-political, qualified and represents all areas;
- any new council set up has equal representation from all nine areas;
- this process should not add another layer of bureaucracy.

“It is vital that this proposal does not just create an additional layer of bureaucracy and cost that would dilute the benefits.”

Comments from respondents against a Mayoral Combined Authority showed:

- support for a combined authority and working together but not for a Mayor;
- support for a restructure of current councils to reduce tiers and work together;
- views that Lincolnshire should have the money without a Mayoral Combined Authority..

“The concern is not with attempting to receive additional much needed funding for Lincolnshire or with the need for all councils to work in a joined up constructive manner, it is with the need for an elected Mayor.”

“If the Mayoral model has to be introduced, then I would recommend pursuing a reduction in local government tiers through introduction of unitary authorities.”

“There is no need or reason for making yet another expensive layer of local government, if there is money available then it should be spent within the areas of need that are clearly evident now.”

Comments show there are concerns in the north about the defined area and feeling more aligned to the Humber region:

“In North Lincolnshire and North East Lincolnshire we have more links with Humberside and East Yorkshire than south Lincolnshire I would therefore rather see a Humber based Authority.”

Results were conclusively against combining the position of Directly Elected Mayor for Greater Lincolnshire with the role of Police and Crime Commissioner.

Results were conclusively in favour of working together across the area and pursuing extra powers and further funding.

6. APPENDICES

Appendix 1 – Further communication

Council	Activity
Boston Borough Council	<ul style="list-style-type: none"> • featured in Boston Bulletin Daily on June 28 and July 25 – newsletter to 4,000
City of Lincoln Council	<ul style="list-style-type: none"> • Facebook advertising with a reach of 17,300 resulting in 667 clicks • email to 138 businesses and stakeholders
East Lindsey District Council	<ul style="list-style-type: none"> • included in e-newsletter to 14,000 subscribers • email to 590 businesses • email to 54 third sector organisations (equality groups)
Lincolnshire County Council	<ul style="list-style-type: none"> • email and reminder to 74 stakeholder organisation who disseminated to their members, reach over 650 groups and organisations • printed copies sent to all Lincolnshire Children and Family centres
North East Lincolnshire Council	<ul style="list-style-type: none"> • flyers sent to all households • email to 25 third sector organisations (equality groups) including reminder • promotion at Linkage charity wheelchair walk • promotion at Family Sunday Festival (10k race) • particularly targeted young people through 7 youth organisations and 2 schools
North Lincolnshire Council	<ul style="list-style-type: none"> • flyer to 82,000 homes • survey and supporting documentation to Community Wellbeing Hubs • Browse Aloud Translate and Listen service available on website (100 languages) • Regular messaging through GovDelivery (3,765 people)
North Kesteven District Council	<ul style="list-style-type: none"> • included in NewsNK distributed to 51,500 properties • sent to 700 residents on viewpoint panel • reached 241 businesses on Twitter • sent to all partners within Partnership NK • accessible printed form in 10 locations • featured in Leader's column in Sleaford Standard • Twitter 23,987 impressions, 22 engagements • Facebook reach 1,954 and 30 clicks/shares
South Holland District Council	<ul style="list-style-type: none"> • promoted at 'party in the park' which attracted a lot of the Eastern European workforce • promotion through community based radio station Tulip FM including live interviews • featured in several opinion columns from Cabinet Members in both local newspapers
South Kesteven District Council	<ul style="list-style-type: none"> • email to 6 third sector organisations (equality groups) and reminder sent • included in summer edition of resident magazine SKtoday • featured on back cover of council tenants magazine Skyline • email to 36 stakeholder organisations including a reminder • email to 53 businesses including a reminder • Facebook advertising with a reach of 18,189 resulting in 596 clicks • featured locally in Bourne Local and Grantham Matters
West Lindsey District Council	<ul style="list-style-type: none"> • sent to business contact list and 2000 on citizen panel

Appendix 2 – Business briefings feedback

GLLEP Devolution Event - 6th July 2016, Forest Pines, Scunthorpe

Panel consisted of: Ursula Lidbetter (Chair GLLEP)[UL]; Baroness Liz Redfern (Leader NLC)[LR];

Cllr Peter Wheatley (NELC)[PW]; David Clugston (Clugston Construction)[DC];

Mark Webb (e-factor group)[MW]

Q	Do we want an elected Mayor? Do we have to have one? Is it going to cost a lot of money?
LR	<i>The Mayor will be there to meet with the ten leaders to make decisions quickly and move things on. A Mayor will be someone who is able to liaise with Ministers in London and be pragmatic and focused. The Mayor will help to build things such as economic wealth and help businesses expand. Focus will be on skills, jobs and education. He/she will also encourage people to look at Lincolnshire and come here and invest.</i>
UL	<i>Lincolnshire is not well known as a place and we tend to have an image problem. A Mayor would go out and promote Lincolnshire and what we have to offer. The government has said that to have a combined authority we must have someone accountable to the people. We need to work collectively with business.</i>
PW	<i>On the consultation document it asks whether we want a Mayor. What happens if the people don't want a Mayor? I'm not sure that there is a plan in place for this. There has been some resistance to Mayors in other areas. However, if we got a good Mayor then there could be benefits. Not sure what kind of salary would need to be paid to get someone good. I agree Lincolnshire has an image problem. In Lord Heseltine's 'No Stone Unturned' report it states that every area should have a Mayor.</i>
Q	Do we know what the population thinks about devolution or a Mayor
LR	<i>It's out to public consultation at the moment</i>
UL	<i>This is part of the consultation. Devolution would have a significant impact for greater Lincolnshire and we are hoping that you all can express the positives and negatives around it in terms of your organisations.</i>
LR	<i>People are already responding. To date there is a 55% in favour of a Mayoral Combined Authority</i>
Q	How do we go about electing a Mayor
LR	<i>Candidate selection will be on political grounds and the voting process will happen next May.</i>
Q	Can it be narrowed to half a dozen candidates?
LR	<i>I doubt there will be dozens of candidates. Certainly political parties will put candidates forward</i>
Q	It shouldn't be political
MW	<i>It's an opportunity for inspired leadership. Candidates don't necessarily have to come from a political party.</i>

Q	People want to have a choice but not necessarily a political one. Would there be an issue with funding for an independent candidate. Will this narrow the field?
Q	What is the vision under Devolution for Further and Higher Education?
PW	<i>No reference to education by Liz. Education and skills must be on the agenda. The workforce is to be well trained to attract investment into the area. Need to bring forward Education and Skills Agenda.</i>
Q	There is an area review for post-16 education now and a potential big upheaval about to happen in terms of the review. At the end of the review we need a cohesive skills plan and skills provision that is wider than NE Lincolnshire
LR	<i>We need to upskill the workforce and have a much closer working relationship with education. We have to respond to what businesses want.</i>
Q	There is a concern re rationalising of qualifications
PW	<i>Retraining the workforce is important. If we train here they will stay here and the area benefits</i>
Q	We are asking our education system to do what it hasn't done in the past. For example engineers etc. had to go outside. Need full scale review, we currently can't react at a moment's notice if something is different. We need an education system that is able to react.
LR	<i>There are also older people who want to re-skill</i>
UL	<i>Devolution is not about doing everything locally, Skills Funding Agency money – one size doesn't fit all. One size doesn't fit all and we need to adapt skills to our local conditions. Some systems imposed by central government do not suit us.</i>
Q	We hope that you are consulting with independent training providers too and you need to reflect on this
UL	<i>All training provider views are needed</i>
DC	<i>We need to focus on the long-term unemployed and upskill with apprenticeships</i>
Q	Business rates funded by voluntary levy. What changes will there be?
LR	<i>The Mayor would have some discretion and that is being talked about now.</i>
UL	<i>There are some protections within the structure and LEP will have the final say but this is not about an extra levy on businesses.</i>
Q	Is 2p/£1 discretionary?
UL	<i>If businesses want to do something we as businesses should be able to say we're prepared to pay to get it achieved like the Business Improvement District Model.</i>
Q	What do businesses want from Devolution? If we're only worried about business rates then we're not really behind it. How are we going to work to do things which are better for Lincolnshire? LEPs – we should support both Lincolnshire and Humber LEPs. Don't mix up Devolution with business boundaries, get politicians to get behind it for the sake of businesses.

PW	<i>Under Devolution, business rates will be decided locally. It may be a high risk strategy. If Tata Steel had closed down completely for example, the amount of money from business rates would have reduced dramatically.</i>
UL	<i>It's not about charging people more money. What is it that we can do to help your business, for example, water management and planning? What can we do differently to make things better? Devolution is about having local power.</i>
LR	<i>It's about finding out what you need. A one-stop shop to work with business. What are your issues and how can we help you expand</i>
PW	<i>I applaud LEP in its ways of working. Humber LEP –they have a good chair who will not allow things to degenerate. They are crying out to local authorities – get your act together and where are we going? Take a leaf out of Lincs LEP practice</i>
Q	Combined Authority – will it divert money from the European Growth Fund? Will it not be absorbed by London and South East?
LR	<i>Great point. We need to be there and asking for the money to support good projects</i>
UL	<i>It has been made apparent from the Referendum that some Northern parts don't feel as though they are connected. Advocate the process in setting up LEP in 2010. We made it a simple organisation. There was no extra admin and we are keen that a combined authority does that too. There is plenty of admin in Local Authorities which can be utilised. They have done really well so far at working together and they will find those partnerships.</i>
Q	Port of Grimsby has an identity issue. They have been struggling with their identity. Trying to get 10 Councils together is a struggle. To have a 'brand Lincolnshire' is positive. In terms of geographical diversity how will you deal with that? What will be the priorities? £15m is not a great deal to be shared.
LR	<i>People are very supportive of "Greater Lincolnshire;"; businesses will notice that. Diversity gives us uniqueness, £15m is a start, we need to build on that.</i>
PW	<i>Marketing of Lincolnshire as a county is unclear. We have the job of 'talking it up'. We have a lot of things we're good at and marketing it will be important. There has been some resistance to opening up highways and byways; we are one of largest counties without a motorway. We have a big job on our hands.</i>
DC	<i>We have around 130 people in logistics that are dependent on infrastructure. Need to get strategic priorities right, then it will benefit everyone. You can do this by improving links to Grimsby for example.</i>
MW	<i>Road links affect everyone; look at the map of Greater Lincolnshire - you can see the logic of it. The vast majority are small businesses, many are diverse, they need an environment where people can thrive. It's not just about having an environment for creating things, but about having an environment for businesses to survive.</i>
LR	<i>It's about acting coherently and getting things done. It won't be just £15m it will be hundreds of millions as we drive our economy forward</i>
Q	Your focus is on transport. Telecoms is an inhibiting factor. Will Devolution have an impact on this?

LR	<i>Yes, this is very important and we will focus on this to help businesses. We have 99% superfast broadband in NE Lincs and we need to focus on the rest of Lincolnshire</i>
UL	<i>Digital telecoms is at the top of the list.</i>
Q	Presentation was given from Notts University. Every £1 spent with a local company generates +£2.40 to the local economy.
LR	<i>Freedom to do this is being debated now</i>
MW	<i>Locally, £1.63 is the value of £1 spent locally. There has to be a will in the Public Sector to do it. There also has to be the will in Private Businesses to complete forms to win bids/procurement. It is more valuable to our economy to buy from local businesses.</i>
UL	<i>Nationally some larger frameworks can favour larger businesses, and some frameworks support local supply chains. Sometimes it is to do with timescale. With devolution moving locally, we should be able to have a stronger influence.</i>
Q	What are the plans and thoughts around voluntary groups and the added value from these? "Involving Lincs"
MW	<i>We need to do some work with social enterprises. The need for sustainable social enterprises is massive. There is a surge of recognition that what we have to deliver to communities, will be impossible to do so without local groups and the voluntary sector. If we lose the voluntary sector army we won't be able to deliver the economic output.</i>
PW	<i>Adult social care – we won't be able to fund this without the voluntary sector. We need to engage with them more and have total engagement with the community and the voluntary sector.</i>

GLLEP Devolution Event - 19th July 2016, Belton Woods Hotel, Grantham

Panel consisted of; Ursula Lidbetter (Chair GLLEP)[UL]; Cllr Martin Hill (Leader LCC)[MH]; Cllr Peter Bedford (Boston BC)[PB]; Pat Doody (NatWest)[PD]; Gary Headland (Lincoln College/IOD)[GH]

Q	What will happen if a mayor does not come to fruition and as councillors that are part of the board are not elected into the role, how will you ensure devolution is democratic and they are held accountable should devolution not work?
PB	<i>We are elected as the people elect us into their own council. There would be monthly meetings with a mandate to bring joint policies together.</i>
MH	<i>In rural areas the government is keen to have a mayor. However, in the case of the previous Police & Crime Commissioner who was directly elected with a low turnout, he had a 3 year term, but after 6 months it turned out it did not work as intended, but nobody could do anything until the term ended. The point is, sometimes an indirectly elected leader, such as David Cameron was, can be held accountable such as with the referendum result. Directly elected mayors might not always be the best thing. With regards to councillors on the board, they will be held accountable by their backbenchers and the electorate. Everyone is accountable. If they fail to deliver then their spot will be under threat. This is better at a local level as there is no way civil servants in London can have their finger on what's happening at a local level in the same</i>

	way.
Q	What will we actually see in terms of the impact of 29,000 new jobs created by GLLEP?
PD	<i>Businesses are broadly supportive of devolution. Devolution will favour these businesses for growth. Businesses will also have a voice at the table with devolution. Jobs growth will come as part of favouring strong sectors. London is full and that growth needs to come elsewhere, which we should take advantage of.</i>
UL	<i>There are strong, proven sectors in Lincolnshire that are featured on the LEP website such as agriculture, construction, defence, renewable energy, manufacturing and care, as well as lots of up and coming sectors.</i>
GH	<i>In particular for the air & defence sector as a whole, we would need to attract skills from other regions. An area review of 16+ education looking at further education but other education too will take place in October/November. 8 out of 10 colleges in the region are looking at this review which will lead to better provision for young people and businesses in terms of skills.</i>
Q	On that last question, will people feel neglected if not part of one of those key sectors mentioned? Market towns, for example, are quite general in terms of skill bases.
GH	<i>From a college point of view, although we do a lot of work towards the key sectors, we do not just focus on these sectors, as all geographical areas have different needs.</i>
MH	<i>There is always a risk of this. The backbone of business is the small to medium enterprises and micro businesses. There has been great broadband investment in Lincolnshire for example to support this. The GLLEP will need to ensure that there is such an infrastructure in place to support small business that are the future as opposed to wasting funding on larger businesses that are failing.</i>
PD	<i>There is currently money going into a growth hub to support building those skills to support the smaller businesses.</i>
UL	<i>On the importance of market towns, there are questions for people moving to Lincolnshire such as: where will I live? How do I recruit people? Where will I shop? In some ways, market towns aren't performing to their potential but there is no quick fix.</i>
Q	Also building on the last question, what about supply chains into these sectors?
PD	<i>Supply chains are a major part of growth and is a strong part of the SEP.</i>
Q	Please explain where social housing fits into this proposed structure.
PB	<i>Buzzword is now 'affordable housing'. There is a need for developers to provide so many houses at reduced costs which is causing problems. They need to make profits. If we take things forward, the government is no longer talking about social housing any more. It's affordable housing. The government tell councils they must give planning permission.</i>
MH	<i>Although not my area, constructors need to build more houses. For example, in Lincolnshire, it is short of number of houses in the £400k-£500k market which isn't attracting managers at the moment. Let's get houses built rather than worry about what type of housing it is.</i>
UL	<i>The government is now saying starter homes are key. Clear long term plans will be required for developers and housing associations in particular for their businesses. For example, in Boston</i>

	<i>they are looking at higher houses due to the flood risk.</i>
Q	How much influence would a combined authority have where plans are in place but builders don't build; would they have a say over the timescale of the planning permission being reduced if not built on?
PB	<i>Planning permissions shouldn't be sat on and should be a set timescale. At the moment it is not part of a combined authority remit under GLLEP but would sit under local councils.</i>
MH	<i>This is a matter for government as the current legislation needs to be changed, and local government is lobbying for central government to change this.</i>
GH	<i>This is where the role of the mayor will be important in terms of having leverage and responsibilities. Chairing the GLLEP is fine but they will need to have the right skills to walk the halls in London and influence change.</i>
UL	<i>In terms of planning departments they could hassle the builders in a nice way to influence change themselves.</i>
Q	£15m a year is underwhelming in exchange for having an elected mayor. What happens if we don't want a mayor? Will £15m disappear?
UL	<i>£15m a year is a red herring; it's the whole budget for the whole of Greater Lincolnshire that would be devolved, that should be considered.</i>
MH	<i>This is why we want people to engage with the consultation to see what people and businesses want.</i> <i>The government say if we want to devolve then we have to have a mayor. We won't be punished though if it's decided not to have one. We would need to go back to local authorities and see what they want and we will end up in the pot with everybody else. This would be a lost opportunity.</i>
Q	Businesses and residents already struggle with the roles of district councils and the county councils, adding another level of authority could further confuse people. Will this process clarify who does what?
PD	<i>In the different areas with the different authorities, boundaries don't matter to businesses.</i>
MH	<i>Leadership in North Lincolnshire and North East Lincolnshire Councils is clear, and we didn't have much to do with them years ago as they looked north to Yorkshire and Humber. However, they looked around and saw that they were being neglected and they are very much a part of this partnership. We need to get away from rigid boundaries.</i> <i>If this does run, then looking at working together as authorities, there would be inevitable logic in services merging.</i>
UL	<i>The public would agree that there are lots of layers, and some already have joined back offices, and if everybody sat around the table they could learn the dynamics of each other, but due to the massive geography of Lincolnshire, the public would still want their individual area to be represented and looked after separately.</i>
Q	Where does Lincolnshire fit into the Midlands Engine? Will we get anything off that table and what is actually on that table?

MH	<i>The Midlands Engine is a George Osborne initiative in terms of big scale infrastructure to make a case to foreign investors because there's a lot to offer. Also known as Midlands Connects as looking at transport links between Birmingham and Immingham (second largest port in the UK) so would need good transport links. This would incorporate North Lincolnshire and North East Lincolnshire Councils as well. In light of Brexit and the new ministers, it's not clear who is responsible for the Midlands Engine concept now.</i>
GH	<i>Two colleges in Lincolnshire have expressed support in engagement so there's a skills work stream engaged. Lack of funding is an issue but don't want to be left out.</i>
PD	<i>If funds weren't put together then it wouldn't be able to be accessed and for innovation and equity we need to continue our strong representation from Lincolnshire and have a voice there. We are trying to ring-fence money specifically for Lincolnshire.</i>
Q	Final Thoughts:
PB	<i>There's a lot to shout out about Lincolnshire and we don't. Devolution would help. We are ahead of the game already and it has surprised people that we as authorities are already working together, for example, with the coastal groups.</i>
MH	<i>Don't miss this opportunity. Any further feedback is greatly appreciated.</i>
GH	<i>Happy to hear input and views from all.</i>
PD	<i>This will be good for businesses but needs people to engage. Everything seen so far is positive – please encourage your friends and family to put their views forward.</i>
UL	<i>Sitting with the leaders and chief executives of all the councils it is noticeable how well they've worked together already. There's a good show of unity, purpose and strategy. If there was no money involved with this, would it work in the same way? I think they would all agree yes. Could then promote the Greater Lincolnshire partnership as a whole. We would love for everybody to fill out an online survey or hard copies are available from each council too.</i>



8 August 2016

Councillor Craig Leyland
Leader
East Lindsey District Council
Tedder Hall
Manby Park
Louth LN11 8UP

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Sent by email with hard copies through the post

Dear Councillor Leyland

GREATER LINCOLNSHIRE DEVOLUTION: CONSULTATION

We write on behalf of Stagecoach East Midlands in response to the invitation for consultation on proposals for devolution in Greater Lincolnshire. We have also written to the other nine local authorities forming the proposed Combined Authority.

Please note the body of this letter has been cropped as it describes the business.

There is clear evidence to prove that individual Quality Bus Partnerships between Stagecoach East Midlands and the multiple existing transport authorities in Greater Lincolnshire have delivered significant investment and tangible benefits to communities across the region.

We are confident we can facilitate a transition of these current arrangements towards an Enhanced Quality Bus Partnership within the new Combined Authority, which will provide improved strategic planning and development especially in cross boundary links.

Should you have any queries arising from the above consultation response please do not hesitate to contact us.

Yours sincerely

Michelle Hargreaves
MANAGING DIRECTOR

Dave Skepper
COMMERCIAL DIRECTOR

Sent: 05 August 2016 16:43
To: PPD - Consultation
Subject:

Dear Sir

I am witting to record my views as part of the consultation on the proposed devolution settlement for Greater Lincolnshire.

I am opposed to the current proposals for the following reasons:

1. The original objective behind devolving powers from Westminster to local areas was principally an idea to support economic growth. The focus should be on developing greater collaboration of partners and stakeholders located in and around the local economic footprint. This is easily defined as the place where local people work and the area they cover travelling to and from work. Far fewer people from the NE Lincs travel south to work in Lincolnshire than those that travel west into North Lincs or north across the Humber. It would therefore seem more appropriate to seek closer collaboration between the four authorities that surround the Humber rather than looking south into Lincolnshire.

2. There is no natural synergy between the local economies of north east Lincolnshire and greater Lincolnshire. Outside of the public sector NE Lincs has a local economy based on manufacturing and food/foodprocessing, with a burgeoning new renewables sector. Whereas Lincolnshire remains largely a agricultural economy with some food processing and a growing service sector. The future skills and investment needed to develop and grow the NE Lincs economy are very different from those required elsewhere.

3. Given the political make up of the 10 local authorities the inevitable outcome of a mayoral election is a conservative mayor with a constituency of support in the south of the region. They will be based in Lincoln and most probably focused on finding solutions to the challenges facing Lincolnshire. An elected mayor based in Lincoln seems very remote from the communities in and around Grimsby and I'm left questioning how this can be an effective, and accountable form of governance.

4. This is a major constitutional change to the structures for local governance. It must surely only happen if it can command support from all major stakeholders. I note that the Hull and Humber Chamber of Commerce is opposing the proposals, so too is the local MP, so how, with such significant opposition locally can such proposals be allowed to proceed.

I hope these few brief thoughts will be represented in the report from the consultation exercise.

Kind Regards



Stamford Town Council

Town Hall, St. Mary's Hill, Stamford, Lincolnshire PE9 2DR

04 August 2016

Councillor B Adams
Leader South Kesteven District Council
Council Offices
St. Peter's Hill
Grantham
Lincolnshire NG31 6PZ

Dear Councillor Adams,

Re: Consultation on a Mayoral Combined Authority for Greater Lincolnshire

I write on behalf of Stamford Town Council to advise of its strong objection to the proposal for a Mayoral Combined Authority for Greater Lincolnshire. It especially considers that as a result of the 'Brexit' vote this proposed initiative has to be reviewed as it has been overtaken by events.

Stamford Town Council strongly considers that the suggested style of Governance of the Greater Lincolnshire Combined Authority Mayor, and the protocol by which the Greater Lincolnshire Combined Authority is to operate, demonstrates a clear deficit of democracy. The question arises as to how it can be possible for one member from each Authority to represent the diversity of the local councils in Lincolnshire?

The Town Council's carefully considered view is that this is an unnecessary, and costly, additional tier of government. The £15m is a wholly inadequate contribution given the size of Lincolnshire. It is also being suggested that through devolution greater funds could be sought through the integration and alignment of investments in various European bodies. This is now surely unlikely to be the case given Britain's recent Brexit vote?

Stamford Town Council suggests that the £15m funding is discounted and Lincolnshire County Council combines with District Councils creating a new Lincolnshire Unitary Authority, devolving greater responsibilities to Town and Parish Councils. In this way Lincolnshire would be cost-effectively streamlining services, removing one of the tiers of Government and delivering true democracy at grass roots level.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Patricia Stuart-Mogg'.

Patricia Stuart-Mogg

Town Clerk

Sent: 04 August 2016 10:13

To: Simon Driver

Subject: Response to the consultation on Greater Lincolnshire Devolution Bid

Dear Simon,

I am responding to the consultation about the Greater Lincolnshire Devolution offer.

Firstly my observation is this consultation has not been particularly well promoted or wide ranging. The tick box response provided on North Lincolnshire's website encourages a very narrow consideration of the issues and comprises a short series of closed questions which encourages a positive rather than critical response.

Secondly I am not convinced that the offer has sufficient additional value in it to really devolve influence from Whitehall to local people though I welcome any additional funding and influence that might be made available to local decision makers through this devolution package. I do not believe there is any support for a directly elected Mayor of Greater Lincolnshire. This would turn out to be a remote, expensive and unwanted politician. The southern part of this historic county is closer to London than Scunthorpe and has little in common with our area or concerns. I have not seen a compelling argument for devolution to this area or any real engagement with local people on whether it has their support. This contrasts with a very thorough public consultation around 2001 on the sort of leadership model preferred for the local council in which there was very little support for the Elected Mayor model.

Thirdly the area's historic ties have been to the east, west and north around the Humber. and across to South Yorkshire. The area's usp is the Humber estuary and the potential of making this the UK's energy estuary. It is not surprising, therefore, that local business organisation, the Hull and Humber Chamber has consistently argued for a devolution deal which is Humber-wide and thereby aligned to this potential. The business led Humber LEP has had some traction in the area because it goes with the grain of local relationships and future opportunity.

Finally the public services relationships are very much north, east and west. In particular the health community looks to Hull, Sheffield and Leeds for specialist services. I would be very concerned at any arrangements that worked against the grain of these relationships. Public health should be similarly lined up. And I'd be concerned about any move to break up Humberside Police and diminish the role or reach of the Humberside Police and Crime Commissioner by transferring responsibilities to an unwanted Elected Mayor of Greater Lincolnshire.

From: Clerk Castle Bytham [<mailto:castlebythamparishcouncil@yahoo.com>]

Sent: 08 August 2016 22:45

To: Devon Bradley

Subject: Re: Reminder – Consultation on a Mayoral Combined Authority for Greater Lincolnshire

Dear Mr Bradley,

Castle Bytham Parish Council had the following comments to forward regarding the consultation:

- a. The Parish Council agreed with the principle of devolution of power and resources to local authorities but would have wished for more information/greater clarity on thre proposals.
- b. The Parish Council did not feel that the proposal was suitable for large rural areas such as Lincolnshire.
- c. The Parish Council was not convinced that the government model was correct for the village of Castle Bytham.

Yours sincerely,

Muriel Cooke Clerk to Castle Bytham Parish Council

3rd August 2016

Cllr Ray Oxby
Leader
North East Lincolnshire Council
Municipal Offices
Town Hall Square
GRIMSBY
North East Lincolnshire
DN31 1HU

Dear Ray

OBJECTION TO THE PROPOSED GREATER LINCOLNSHIRE MAYORAL COMBINED AUTHORITY

As you know, the Hull & Humber Chamber of Commerce believes strongly that the current proposals to create a Greater Lincolnshire Combined Authority are not in the best interests of the economy or business community either in North East or North Lincolnshire. A view we believe is shared by the town's Member of Parliament Melanie Onn and indeed her neighbouring MP Nic Dakin for Scunthorpe.

In this regard, the Chamber is disappointed to note that your consultation survey has not offered those taking part any chance to express support for alternative ideas to North East Lincolnshire Council's own preferred Greater Lincolnshire Mayoral Combined Authority option. In short, it is not a real or meaningful consultation at all.

As we have indicated, the business community believes that breaking up the Humber sub region as a globally recognised functional economic unit will damage the economy of North East Lincolnshire resulting in a weaker economy, less good quality jobs and more limited opportunities for investment. In simple terms, industrial towns such as Grimsby and Immingham have much more economic synergy with the wider Yorkshire and Humber economy as part of the Government's Northern Powerhouse agenda, than they do with the rural/agricultural economy of Lincolnshire which extends down to the likes of Stamford in the Midlands which is closer to London than it is to Grimsby.

We do recognise you and Rob Walsh have acted with great integrity on behalf of North East Lincolnshire Council whilst the north bank Authorities on the Humber have struggled to find the right way forward on devolution, however we would still urge the Council to look again. Firstly, to look again at this flawed consultation process, in order to make it proper and appropriate in reviewing the different points of view which legitimately exist. And secondly, to pause and reflect in light of changes in central Government and the differences the Council has with the town's Member of Parliament Melanie Onn and ourselves in the business community, who fear the long term damage which will be done to North East Lincolnshire's economy if the Council continues down this current path.

Yours sincerely



Dr Ian Kelly
Chief Executive

cc: Andrew Percy MP – Minister for the Northern Powerhouse
Melanie Onn MP for Great Grimsby



CENTRAL & EAST YORKSHIRE
Area Office, 34-38 Beverley Road, HULL, HU3 1YE
Telephone: 01482 324976 Fax: 01482 213962

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Area Office, ABF Port Office, Cleethorpe Road, GRIMSBY, DN31 3LL
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A Company Limited by Guarantee and Registered in England No. 5604 Registered Office: 34-38 Beverley Road, HULL, HU3 1YE



Patron: HM The Queen

Sent: 02 August 2016 13:51

To: Consultation

Subject: Consultation on a Mayoral Combined Authority for Greater Lincolnshire

You have requested our views on the Consultation on a Mayoral Combined Authority which accompanies The Greater Lincolnshire Devolution Agreement and I write to confirm our Board is in agreement with this proposal.

The section on Water (clause 38 - 42) will have a significant impact on our current practices which we support.

Kind Regards,

Ian Warsap

Chief Executive,
Black Sluice Internal Drainage Board,

CAYTHORPE & FRIESTON PARISH COUNCIL

parishes.lincolnshire.gov.uk/caythorpeandfrieston

South Kesteven District Council
Council Offices
St Peter's Hill
Grantham
NG31 6PZ

Rose Cottage
Gorse Hill Lane
CAYTHORPE
Grantham
Lincolnshire
NG32 3DY

Tel: 01400 272794
Email: Caythorpepc@live.co.uk

29 July 2016

Dear Sir / Madam

Consultation on a Mayoral Combined Authority for Greater Lincolnshire

Caythorpe and Frieston Parish Council considered a request from Lincolnshire County Council to respond to a short consultation document on proposals to set up a Mayoral Combined Authority which would require a Directly Elected Mayor. The Mayor would have additional powers and Lincolnshire would receive enhanced funding as a consequence for services such as economic development tourism and flood risk management. After discussion the Council Resolved NOT to support the County's suggestion for a number of reasons to include the following:-

1. There was insufficient information to support the proposal; the council had heard whispers that such a structure was being planned and any attempt to bring it into existence with such flimsy and inadequate evidence would be to bounce communities into something which little is known about. Members of principal councils should spend their time promoting services not their own power.

2. The creation of another tier of local government above the present one was considered to be unnecessary and anti democratic. The trend of concentrating power into the hands of a few people was not supported.

3. The track record of the County of providing rural services was not impressive. Most expenditure goes to the Lincs Towns ,e.g. the council was very disappointed by the County decision to close the Leadenham waste repository whilst at the same time opening facilities elsewhere in the county

4. The county of Lincolnshire is simply too big in area for any form of unitary local government. Representatives are simply too remote from the people they are supposed to be representing. The example of Northumberland is a clear case of where unitary local government is seen as too remote. The present model for local government in Lincolnshire is not particularly effective and it may well be more sensible to revert to the three county areas (or similar) which existed prior to the local government reorganisation in

1974. The abolition of the county and the districts to pave the way for this could be a very practical way of bringing such a structure into existence.

5. Perhaps the new government will take another look at this issue and see that elected mayors in county areas is simply not appropriate in an area as vast as a county the size of Lincolnshire. The elected mayor would be more appear to have more influence than all of the County's M.P.s!"

Yours Sincerely



Mrs Andrea Smith
Clerk to Caythorpe & Frieston Parish Council

Lincolnshire County Council

25 July 2016

Devolution Consultation (Mayoral Combined Authority)

Dear sir

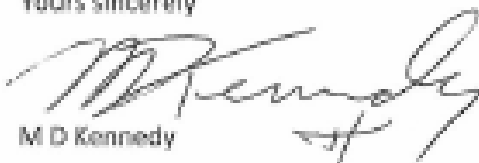
I have been tasked to reply to the above mentioned consultation on behalf of The Great and Little Carlton Parish Council.

The proposed new structure just adds another layer to our local government. The change in our present structure must include a reorganization of District/County Councils with the removal of one layer of local government (with all the savings that will generate) before another is added. There is an immense amount of duplication (Tourism, Economic Development, Planning - The list goes on) and the role of all councils has diminished in the last few years. Perhaps consideration should be given to empowering your Town and Parish Councils if you decide to have serious look at Local Government.

The role of Mayor and Police Commissioner should NOT be combined.

Finally if a decision is reached to go ahead with a Mayoral Government the people of Lincolnshire should be allowed to vote on their future government. If it is left to the present councils to decide the way forward (like turkeys voting for Christmas) we will end with a ponderous and very expensive local government that will offset much of the additional monies central government allocates.

Yours sincerely

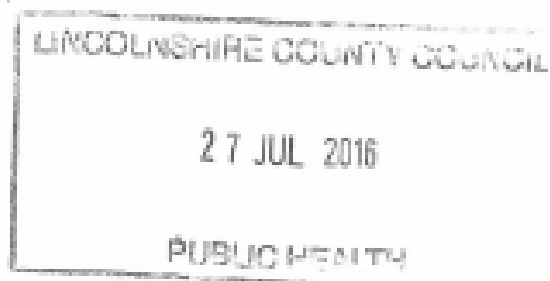


M D Kennedy

THE OLD HALL, GLEBE ROAD

GREAT CARLTON, LINCOLNSHIRE

LN11 8JX



Mablethorpe & Sutton Town Council response to ELDC consultation on proposal for Mayoral Combined Authority for Greater Lincolnshire – 25th July 2016

At its meeting held on Monday 25th July 2016, following an in depth discussion around the issues raised by the proposal for a Mayoral combined Authority for Greater Lincolnshire, the Town Council raised the following:-

- Deep concerns and objections to an elected Mayor were raised in respect of the undemocratic process which would be employed in the selection and overall composition of the proposed Authority;
- Profound concerns were raised in respect of costs within the first year pertaining to:
 - The Deputy Mayor
 - Administration Support
 - Salary Implications
 - Location: Mayoral Office and offices
 - Officer Time: having impact on existing service provision
- The Mayor would be the only directly elected member of the composition of this proposed new combined authority.
- Deep concerns over a further tier of Authority and cost implications, noting prior emphasis and support being placed on a Lincolnshire Unitary Authority.
- The Town Council has deep concerns and reservations that the only directly elected member of the combined authority could be side-lined by the veto process.
- The Mayor was not wanted in the original scheme and only included on insistence from Central Government.
- There were deep reservations in respect of the 1st year operation of this proposed Authority in respect of disproportionate funding, the cost of administration during times of austerity measures where drastic cuts are being made to front line local services having negative impact on service delivery.
- There are questions around the benefits for Lincolnshire with the level of funding (£15m p.a.) perceived to be too low for the size of the County.
- Concerns were raised in respect of member council charges (one tenth of the running costs, paid by each member council) in the first year and spending of funds could be disproportional and would not cover future cost implications of large projects, such as sea defences.
- Deep concern was also raised for future years as the mayor will have the power to precept a further 2% on council tax and the authority could hit our struggling businesses with an extra 2% on business rates.

For these reasons the Town Council strongly objects and urges ELDC not to support the current proposal for a Mayoral Combined Authority for Greater Lincolnshire.

Market Deeping Town Council
Town Hall
Market Place
Market Deeping
PE6 8EA

Telephone: 01778 343170
Email: mdtc.townclerk@btconnect.com
Web: <http://parishes.lincolnshire.gov.uk/marketdeeping/>
Town Clerk: Mrs J Bourne



Comments from Market Deeping Town Council Regarding The

Consultation on a Mayoral Combined Authority for Greater Lincolnshire

Market Deeping Town Council would like to thank South Kesteven District Council for giving them the opportunity to comment on the Mayoral Combined Authority for Greater Lincolnshire.

Members of the Council discussed and debated this proposal at their meeting on 13th July, which raised many concerns.

The members are concerned that the proposal adds another layer of government and they would like to see the proposal include the crossing of county boundaries. Many residents of Market Deeping work either in Peterborough or London, and the members feel that the proposal is centred on Lincoln and North Lincolnshire Centric. Often it appears that the south of the county gets forgotten and the councillors are worried that this could happen again if this new combined authority was instigated.

Members are also concerned that the proposal does not include levels of scrutiny.

Furthermore the members raised concerns that people in the community do not totally understand these proposals for devolution.

Concerns were also raised about the use of public funds for this proposal and whether this was best value for money and that it may be better to divide the extra funding equally between the current district councils.

Given all the above factors, members of Market Deeping Town Council decided that they objected to the proposal for the Mayoral Combined Authority for Greater Lincolnshire

Candace Brent
Deputy Clerk to Market Deeping Town Council
15th July 2016



Gainsborough

TOWN COUNCIL

Richmond House
Richmond Park
Morton Terrace
Gainsborough
Lincolnshire DN21 2RJ

Tel / Fax: 01427 841573

Lincolnshire County Council
Gainsborough

14 JUL 2016

PUBLIC HEALTH
11th July 2016

Freepost RTAC-AUAA-SSZS
Public Health
County Offices
Lincolnshire County Council
Newland
Lincoln
LN1 1YR

Dear Sirs,

Re: Devolution Consultation

We wish to confirm that Gainsborough Town Council is vehemently opposed to a greater Lincolnshire devolution combined authority arrangement.

Whilst Gainsborough Town Council in principal is supportive of Lincolnshire being granted greater control and input over financial investment into the region, the proposals as presented currently are simply unacceptable.

This Town Council is of the opinion that yet another layer of Council bureaucracy will only serve to create conflict, delays and confusion over the delivery of certain services within the County.

The annual amount of funding reportedly to be made available is insignificant in the grand scheme of things. Here in Gainsborough it is unlikely that we would see any of that 15 million per year with much of the funding likely to be focused on the bigger towns and city.

Notwithstanding the supposed greater freedom for the County to control certain areas of service delivery, we understand that there is still heavy regulation from central government over what the combined authority can actually do.

Further, we would ask the Lincolnshire powers that be to give serious consideration to the impact of the outcome of the recent Euro membership referendum. We believe that this is likely to have a negative impact on the proposed combined authority proposals, in particular regard to funding.

We thank you for taking the time to consider our response to the consultation.

Yours faithfully,

Gainsborough Town Council

Clerk to the Town Council – Mr. Matthew Gleadell
Office Hours: Monday to Friday 9.30am – 3.30pm

Appendix 4 – Organisations identified

Below is a list of organisations that identified themselves in the survey responses (individuals who identified themselves have not been included). This does not necessarily mean the response represents the views of the organisation as responses could have been from employees. Official responses from organisations are shown in Appendix 3.

Acis Group	East Coast Pictures
Abatis Fire & Security	East Keal Parish Council
Abbey Boarding Kennels	East Lindsey District Council
Addlethorpe Parish Council	Easton Walled Gardens
Adrip Plumbing Ltd	Eden Futures
AH Worth	Education Lincs Ltd
Alford Town Council	Fairy Glam Ltd
All Seasons Apartments	Fleet Parish Council
Alzheimer's Society	Foresight (North East Lincolnshire) Limited
Appliance World Grimsby Ltd	FREIGHT-LINC LOGISTICS LTD
Artius Resources Ltd	Gainsborough, Retford and Brigg Rail and Bus Users Group (GRaB)
Ashby market stall	Gedney Parish Council
Barnoldby le Beck Parish Council	Get Hooked on Positive Activities
Barrowby Parish Council	Golto Gardens
Barton Senior Alliance	Grantham Labour Party
Better Barrow Community Project	Great Grimsby Ice Factory Trust
BG Futures, Bishop Grosseteste University	Green Futures
BHIUK	Grimsby Fish Merchants Association LTD.
Bill Henley	Grimsby Rugby Union Football Club
Billingborough Parish Council	Hansens Chocolate House
Billinghay Parish Council	Hemingby Parish Council
Bilsby & Farlethorpe Parish Council	High Street Lincoln Parishes
Blink Bonny Bed and Breakfast	Holton-Le-Clay Parish Council
Bluebell Glade	Honington Parish Meeting
Branston & Mere Parish Council	Horncastle Town Council
Bricktree Gallery	Hull & Humber Chamber of Commerce
British Polio Fellowship (Lincs branch)	Huttoft Parish Council
Broadgate Homes Limited	Hydrostat Ltd
Burgh le Marsh Town Council	Hydrostat Ltd
Burton-by-Lincoln Parish Council	Isle Education Trust
Business Funding Hub	John Owens Associates Ltd
Carlby Parish Council	Language Books Ltd
Cathedral Training LTD	Lincoln Business Improvement Group
Chris Pavely Illustrator	Lincoln College Group
Citizens Advice Mid Lincolnshire	Lincoln Science and Innovation Park
Crucis Consultants Ltd	Lincolnshire Chaplaincy Services, Lincoln
Daisies	Industrial Mission
David Hellier Consultancy Ltd	Lincolnshire Community & Vol Service
David Thew & Company Ltd	Lincolnshire Community Health Service
Dream Doors Brigg	NHS Trust
DYNEX SEMICONDUCTOR LTD	Lincolnshire Co-operative Ltd
E factor Group Ltd	

Lincolnshire County Council Labour Group
Lincolnshire Rural Housing Association
LincolnWills
Linkage
Londonthorpe & Harrowby Without PC
Long Acres Touring Park
Louth Town Council
Materialistic Interiors
Middleton's Glass Ltd
Minting & Gautby Parish Council
Moko3D
New Life Community Church
Nocton Parish Council, Lincolnshire
North Lincolnshire Council
North Somercotes Parish Council
Orion Business Centres Ltd
Pera Consulting Ltd
Post Office
Premier Sealant Systems Ltd
Red Pepper@52
Rippingale Parish Council
Riseholme Parish Council
Roleplay UK Ltd
RSPB Eastern England
Rumblings Cafe
Rustic Property Partnership
S and C Staintech Ltd
Sapperton Farming Company
Scothern Parish Council
Scotter Forward.
Scunthorpe power tool services
Scunthorpe Renaissance Town Team
Scunthorpe Renaissance Town Team

Singleton Birch Ltd
SJ Scaffolding (Lincoln) Limited
Skegness Group of the Conservative Policy
Forum
Skegness Town Council
Skidbrooke cum Saltfleet Parish Council
Skillington Parish Council
Specialist surface solutions ltd
St Mary's Catholic Church Boston
Sutton St James Parish Council
Thatched Owners Group
The Health Tree Foundation, Charity for
Northern Lincolnshire and Goole NHS
Foundation Trust
The Retail Data Partnership Ltd
Thurlby Parish Council
Tom Olliver Meat Specialist Ltd
Tulip Radio
United Kingdom Independence Party
Scunthorpe Brigg and Goole branch
University of Lincoln
Utterby Parish Council
Voice of Stamford
Wainfleet All Saints Town Council
Westshores Nurseries
Witham Fourth District IDB
Witham on the hill parish council
Woodland Trust

APPENDICES AS SEPARATE DOCUMENTS ATTACHED

Appendix 5 - Full list of comments

Appendix 6 - Extensive comments

Appendix 7 - Equality Impact Assessment

BIBLIOGRAPHY

(2016). *Devolution Agreement*.

Mark Sandford. (2016). *Devolution to local government in England*. House of Commons Library.

ACKNOWLEDGEMENTS

The Councils would like to thank the following people for their help with the consultation:

The respondents to the consultation, including residents, businesses, community groups and other organisations;

The media in Greater Lincolnshire;

The Greater Lincolnshire Local Enterprise Partnership.



Full Council

Date – 10th October 2016

Subject: West Lindsey Independent Living Policy 2017-2019

Report by:

Chief Operating Officer

Contact Officer:

Andy Gray
Housing and Communities Team Manager
01427 675195
Andy.gray@west-lindsey.gov.uk

Purpose / Summary:

To provide elected Members with information on the Independent Living Policy and request approval for the additional fee for the stairlift pilot to be introduced as soon as possible.

RECOMMENDATION(S): Elected members are asked to

1. Note the policy
2. Approve that the additional fee noted in 3.6 of £120 is added to the fees and charges schedule

IMPLICATIONS

Legal: DFGs are undertaken within the Housing Construction and Regeneration Act 1996 and this policy is in line with this legislation.

Financial : FIN/53/17 The revised policy proposes to introduce a fee of £120 to cover administrative costs for the installation of stairlifts for persons that would not be eligible under the current legislation. Full details of this are set out in the policy.

Staffing : The additional pilot will be completed within existing resources.

Equality and Diversity including Human Rights :

The policy details customer service improvements for those both eligible and ineligible for disabled facilities grants. It does not discriminate or seek to doubt applicant's disabilities.

Risk Assessment: The corporate risk register has recently been updated to include one area of potential risk concerning repayment of funding offered to applicants who would have been ineligible for a DFG as this funding is to be recouped through debtors. There is a risk that West Lindsey may have to take additional debt recovery action should payment be withheld. This will be carried out in line with the Council's debt recovery procedures.

Climate Related Risks and Opportunities : N/A

Title and Location of any Background Papers used in the preparation of this report:

A copy of the West Lindsey Housing assistance policy 2014-2016 can be found here

<https://www.west-lindsey.gov.uk/my-services/housing-and-home-choices/housing-strategies-and-policies/housing-assistance-policy-2014-to-2016/>

Call in and Urgency:

Is the decision one which Rule 14.7 of the Scrutiny Procedure Rules apply?

i.e. is the report exempt from being called in due to urgency (in consultation with C&I chairman)

Yes

No

Key Decision:

A matter which affects two or more wards, or has significant financial implications

Yes

No

1 Background

- 1.1 The Prosperous Communities Committee approved the introduction of the Independent Living Policy on Tuesday 13th September 2016. Full Council are asked to note the policy and approve the introduction of the additional fee for the stairlift pilot.
- 1.2 West Lindsey Housing Assistance Policy 2014-2016 covered all aspects of delivering DFGs and Empty Properties initiatives. The Council's policy in regard to empty properties is currently being reviewed and will be brought to Committee at a later date.
- 1.3 The West Lindsey Independent Living Policy 2017-2019 (Appendix 1) replaces the above policy and sets out how we intend to undertake DFGs and also improve our service by offering another project through independent living. It was decided this being a standalone policy would ensure it was clear how West Lindsey intend to support the Better Care Fund and improve services to disabled people living in West Lindsey.
- 1.4 Since 2014 when DFGs were brought back in house, a lot of work has been undertaken to ensure we are offering grants to customers that meet their needs in a timely and cost effective manner. We have brought in many new procedures and the service has gone from strength to strength. 100% of customers have reported to be happy with the service they have received from West Lindsey
- 1.5 Focus has been on developing relationships with partners involved in delivering DFGs including OTs, Social Landlords and contractors to ensure we are able to offer a rounded robust service for all applicants. West Lindsey now has in place its own Competent Contractor list and also undertakes a bi-annual OT meeting to discuss progress and any issues that arise. It is also used as a training platform for OT and staff.

2. The Policy

- 2.1 The 2014-2016 policy has been successful in supporting to reduce the end to end times for disabled people in need of adaptations. There is a reduction in number of grants that have been approved, this is outside of the control of West Lindsey and does not resemble the service provision that is required for DFGs.

	2013/2014	2014/2015	2015/2016
Referrals	130	128	114
Approvals	98	89	59
Total spend	£408,094	£441,055	£254,033
Referral received to works completed - average end to end time	355 days)12 months)	161 (5.3 months)	146 days (4.8 months)
Grant average	£4164.22	£3769.61	£4624.04

2.2 The main changes to the policy from 2014-2016 include:

- The introduction of the pilot project for stairlifts (detailed below)
- The procedure for applying for grant funding towards an adaptation of the applicants choosing
- The inclusion of extensions being considered and specific information as to when they are able to be considered.
- Competent contractor assessment criteria
- Removal of empty homes initiatives (to be replaced by a new policy in 16/17)

3. Pilot project

3.1 The independent living policy has been written to include a 1 year pilot project for the delivery of Stairlifts. Stairlifts are an essential part of many disabled people's lives as it allows them to access essential facilities.

3.2 Stairlifts are often referred along with level access showers and this can slow down the installation of the stairlift while waiting for the other adaptation to be determined.

3.3 In the policy, we have set out how we intend to improve the installation of stairlifts through the pilot project. The aims and advantages of this are:

- Quicker installation of stairlifts for customers who are identified as needing them.
- One stop shop for all people who require a stairlift whether eligible for a DFG or not
- Warranties offered for all stairlifts (currently not offered under DFG)
- Reduced risk of falls on stairs due to faster installations
- Help and advice for all people in West Lindsey seeking a stairlift. (not just those with an OT recommendation)

3.4 Current delivery of stairlifts:

	2013/2014	2014/2015	2015/2016
Total Stairlifts provided under DFG	17	27	19
Total cost of stairlifts provided	£49,239	£64,799.22	£38,486.95
Average cost of stairlifts	£2896	£2399.90	£2025.62
Average end to end time from receiving referral to installation of stairlift.	218 days	124 days	62 days

This table shows the improvements that have been made in reducing the time taken to deliver stairlifts in West Lindsey through DFG. This project aims to be delivering stairlifts on average of no more than 30 days from receiving the request to installation of the stairlift.

3.5 This pilot project will be funded via the capital independent living budget as an alternative to DFG. If the pilot is successful, it can be continued to be

funded through the DFG budget and will enhance the overall service offered.

- 3.6 There will be an administration fee of £120 included in this project charged to persons that are not eligible under DFG legislation or those who have not been referred via an Occupational Therapist. This is to cover officer time in dealing with the installation, application and administration required for each case.
- 3.7 Any customers who access the pilot who would not be eligible for DFG will agree to a repayment schedule for the works delivered, as detailed within the policy. The Council will also secure repayment as land charges until the repayments have been made.
- 3.8 Procurement advice will be sought in regard to the contract required for the delivery of stair lifts. Any contract put in place will be aimed at ensuring that delivery is efficient and that value for money is achieved. The contract will last for the period of the pilot and be reviewed once it is complete

4. Financial position

- 4.1 Disabled Facilities Grants will continue to be financed through a grant received from the Better Care Fund for 2016/2017. This allocation is year on year, with the allocation not determined until the beginning of the financial year. It is thought this funding will continue in this way for the near future.
- 4.2 The pilot project will be funded through a mixture of the DFG budget and the Independent Living Fund. If the disabled person would be eligible for a DFG, their stairlift will be funded through DFG as normal. If they are not eligible, Independent Living funding will be utilised and this money then re-couped, with the addition of the fee.
- 4.3 The figures below show the current position in regards to DFG and independent living budgets. The Pilot will not impact on the Council's ability to deliver its statutory obligations in regards to DFGs.

	DFG	Independent living
2016/2017	£337,000	£86,700
2017/2018	£337,000*	£77,000

*expected amount, not confirmed

5. Recommendations

Elected members are asked to:

- 5.1 Note the policy
- 5.2 Approve that the additional fee noted in 3.6 of £120 is added to the fees and charges schedule

West Lindsey District Council- Independent Living Policy 2016 - 2018

September 2016

Contents

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Disabled Facilities Grant	Page 4
Stairlifts	Page 9

Further information regarding this policy can be obtained by contacting:

The Housing and Communities Team
Guildhall
Marshall's Yard
Gainsborough
Lincs.
DN21 2NA
01427 676676
DFG@west-lindsey.gov.uk

Introduction

‘We want people in West Lindsey to be able to choose a home and community that meets their needs and aspirations’

This Independent Living Policy sets out the forms of assistance that are available from West Lindsey District Council to assist people to remain living independently in their home.

Funding for Disabled Facilities Grants is now received from Lincolnshire County Council through the Better care Fund.

The Better Care Fund (BCF) is a program spanning both the NHS and local government. It has been created to improve the lives of some of the most vulnerable people in our society, placing them at the center of their care and support, and providing them with ‘wraparound’ fully integrated health and social care, resulting in an improved experience and better quality of life.

The Regulatory Reform (Housing Assistance) (England & Wales) Order 2002 removed most of the prescriptive housing renewal grant legislation in the Housing Grants, Construction and Regeneration Act 1996, and introduced new wide ranging discretionary power to local housing authorities to develop different forms of financial assistance to meet local needs.

To be able to give financial assistance under the Act, the local housing authority must adopt and publish a policy setting out how it intends to use this general power to give assistance.

Policy objectives

This policy aims to assist disabled people to live safely and independently in their own home.

This Policy sets out how this will be done in line with the legislation, good practise guidance and through offering good value for money.

West Lindsey District Council will work with the following key partners in order to deliver this policy.

- Housing Associations
- Occupational Therapist and Customer Care officers
- Private Landlords
- Home Owner
- Local contractors and specialist equipment providers

Disabled Facilities Grant

Disabled Facilities Grant (DFG) is a mandatory entitlement to help fund the provision of adaptations, to enable people with disabilities to achieve independent living in their own home. The primary legislation covering Disabled Facilities Grants is the Housing Grants, Construction and Regeneration Act 1996.

DFG is a means tested grant and the amount that is awarded depends on:

- Household income. and;
- Household savings over £6,000

The maximum grant amount that can be awarded will be worked out using a means test, but is subject to a maximum of £30,000. Depending on the outcome of the means test an applicant may be required to pay towards some, or all, of the work carried out.

Under the current legislation, applications for disabled children are not subject to a means test. All other aspects of the DFG application process remain the same for both child and adult applications.

Awarding a DFG will not affect any other benefits that the applicant is in receipt of.

Eligible Applicants:

- **An applicants is only eligible for a DFG if a recommendation is received from an Occupational Therapist which will state what is required for the disabled person to remain living independently in the property.**
- Homeowners – an application can be made by the homeowner if the disabled person is living in their house, for example, partner, child, sibling etc.
- Private and socially rented – an application can only be made by the person who holds the tenancy, this can be on behalf of the disabled person. The landlord or owner of the property must give consent for the adaptation.

Eligible properties:

- Dwellings, houseboats and park homes on authorised permanent sites are eligible for assistance. Grants will only be awarded to adapt the only or main residence of the disabled person.
- The council must be satisfied that the work is necessary and appropriate for the disabled person's needs. It must also be deemed reasonable and can be carried out given the age and condition of the property.
- If the property is not considered to be a suitable home to adapt or the adaptations are not technically possible or feasible, the council will not offer grant assistance but can support the applicant in identifying suitable alternative housing, if this is something the applicant wishes to do.
- The council must be satisfied that the disabled person is living suitably within the home (i.e. has permanent use of a suitable bedroom and washing facilities) before allowing any grant work to commence. Grants will not be provided if the council considers that the disabled person would remain at risk, even with adaptations being provided. In such cases the reasons will be provided by the council in writing.

- Where the cost of the adaptations is less than £1,000 (usually minor adaptations, such as installing hand rails) the work will be completed by Social Services and the grant application closed.
- Where the cost of the adaptations requested is extensive and beyond what can reasonably be provided within the scope of DFG then the application will also be referred back to social services and the DFG application closed.
- A condition of the grant is that the disabled person must intend to occupy the property for at least the full grant period, which is currently 5 years from the date works are completed. This applies to **all** properties. For landlords, this means that they must accept this 5 year term as a condition of permitting the adaptations. Landlords should consider either long-term leases or how to make effective use of the adaptations if the disabled tenant moves away from the property, before accepting the grant.
- Grants for tenants in rented properties (including social rented properties) cannot be awarded if the relevant landlord does not consent to the property being adapted.
- No grant funding will be awarded if work has started at a property **before** the council has approved an application.

Key Facts about DFGs in West Lindsey:

All applications for Disabled Facilities Grants are determined by West Lindsey District Council. All applicants must have their medical needs assessed by an Occupational Therapist, appointed by Lincolnshire County Council, for a grant application to be considered.

Grant funding can only be provided to cover the cost of adaptations that are deemed to be *essential* for meeting the disabled person's needs. These are typically any adaptations that the disabled person is wholly dependent upon in order to remain living independently within the property. The council will determine how best to carry out any adaptations, considering both Occupational Therapist recommendations and an assessment of the applicant's home.

The council will always seek the most cost effective solution to meeting the disabled person's essential needs. Adaptations will be designed, and grants offered, on this basis. If an applicant makes a specific request for additional work that is not considered to be essential by the council, or makes a request for adaptations to be carried out in a different way to that proposed by the council, the council will limit the amount of grant offered to cover only the essential elements of the request.

Where the value of any grant awarded to a home owner exceeds £5,000 a local land charge will be applied to the property. The land charge will be up to a maximum charge of £10,000 and will remain in place for a 10 year period. If the house is sold during this period, the land charge will be required to be paid until the land charge is paid in full (usually when the property is sold) or after a period of ten years. Anyone wishing to purchase the property in this time would be made aware of the charge when they, or their solicitor, undertake a Local Land Charge property search.

Examples of Eligible Works:

The works must be for at least one of the following purposes:

- a) Facilitating access to and from the dwelling, houseboat or park home
- b) Making the dwelling, houseboat or park home safe

- c) Facilitating access to a room used or usable as the principal family room
- d) Facilitating access to, or providing, a room used or usable for sleeping
- e) Facilitating access to, or providing, a room in which there is a lavatory, or facilitating the use of a lavatory
- f) Facilitating access to, or providing, a room in which there is a bath or shower (or both), or facilitating the use of a bath or shower
- g) Facilitating access to, or providing, a room in which there is a wash hand basin, or facilitating the use of a wash hand basin
- h) Facilitating the preparation and cooking of food
- i) Providing or improving any heating system in the dwelling, houseboat or park home
- j) Facilitating the use of a source of power, light or heat by altering the controls or the position of the control, or providing additional controls
- k) Facilitating access around the dwelling, houseboat or park home for a disabled occupant to enable them to provide care for another person
- l) Facilitating access to and from a garden
- m) Making access to a garden safe
- n) Such other purposes as may be specified by order of the Secretary of State.

Extensions – Extensions can be offered under the following circumstances:

- All other possible avenues to adapt the home have been exhausted. Rooms within the home can be converted to make additional bedroom space for a disabled person, however, essential provision must still be available for cooking, dining and living. Studies, play rooms, utility areas and spare bedrooms are not classed as ‘essential living’
- It would be expected the following applies when looking at current space available. 2 Children under 10 any sex can share a bedroom. 2 same sex children under the age of 18 can share a bedroom. Depending on room size, 3 children under the age of 10 could be expected to share a bedroom. If this criteria is being utilised to not provide additional bedroom space, the 5 year grant period must be taken into account.
- The applicants are unable to move home due to financial reasons. Their health and property suitability must be prioritised when determining whether or not a move is feasible.

All alternative means of providing assistance within the home must be trialled before a DFG application will be considered. As a minimum this will include asking for evidence that equipment has been trialled (and is no longer a suitable long term solution) and that the suitability of the property for the disabled person has been assessed.

All adaptations arranged by West Lindsey will be carried out by the council’s approved contractor list. This list is updated annually and requires the contractors to provide the following information:

- Insurance Policies
- CRB checks for all employees
- Certificates for membership of any professional bodies
- Signed application forms which details company information
- References
- Signed form agreeing to timescales for providing quotes and undertaking work.

West Lindsey reserves the right to withdraw any contractor from this list at any point throughout the year if there is just reason to do so.

Under the terms of the grant there are limitations on the amount of grant that can be awarded if the applicant wishes to use a family member to complete the work for them. Applicants must discuss this with the council before any work commences and obtain consent in writing if they wish to appoint a family member, to complete the work for them. Failure to do this may result in a grant offer being refused or withdrawn.

Professional technical fees, up to a maximum of 10% of the total value of the adaptation/building work requested, can be included in the grant application. This amount can cover items such as the production of technical drawings, completing applications for any additional permissions that are needed (such as Planning or Building Control applications) and other professional fees for surveys etc. that are agreed in advance with the council.

Applicants should consider purchasing or negotiating extended warranties for any work carried out in their properties or for any specialist equipment installed. This is a matter for the applicant to discuss directly with the contractor and will not affect the council's decision on whether or not to offer grant assistance. The council will not cover the cost of additional warranties under the DFG scheme.

The council cannot meet the costs of any additional work that is requested by an applicant unless this has been agreed with the council in advance of the work taking place. Where an applicant asks a contractor to carry out any additional work on-site, the applicant will become fully responsible for both the cost and quality of that work. Contractors are aware that any additional work or agreements to alter an approved scheme must be cleared by the council.

The council will pay the grant directly to the contractor once all work has been completed to the satisfaction of both the council and the grant applicant.

In line with the terms of accepting a DFG, once an adaptation has been completed the applicant will assume responsibility for all future maintenance and repairs. In addition, the council is not responsible for returning a property to its original condition in the event that any adaptations are removed or no longer required. Applicants and landlords are advised to consider how they will meet any future maintenance and repair costs when applying for and accepting a DFG.

Works which are ineligible for DFG assistance:

The following works are generally not eligible for assistance:

- Any works that can reasonably be expected to be normal maintenance issues for home owners or landlords
- Repair works that result from the misuse or have arisen due to the lack of regular maintenance by the property owner or landlord
- Work outside of the main property, including improving or installing driveways
- Works which would normally be covered by a household insurance policy

- Repairs to sheds, outbuildings, conservatories, fences, porches and similar items
- Cosmetic items, such as internal or external decoration, cleaning, gardening or landscaping
- Replacement of doors and windows which are in reasonable repair
- Replacement of any sanitary wear that is not required for a medical purpose
- Conversion of barns or outbuildings
- Completion or rectification of DIY work
- Loft conversions
- Installation of intruder alarm systems
- Work that is required following the serving of any enforcement notice(s)

Adaptations different to what is recommended

If an applicants would like a different adaptation to what is recommended by an OT, there is a procedure for undertaking this.

West Lindsey will have the scheme recommended by the OT drawn. The OT will then have to agree that this plan will meet the needs of the disabled person. At this point, the applicant will then need to submit to West Lindsey, 3 quotes for this work from 3 different contractors. West Lindsey will make a financial grant offer based on the quotations received within the limitations of DFG. This grant offer will last for 1 year. Within that year, it is up to the applicant to provide West Lindsey with the following information in order for the grant to be approved:

- Drawings for the adaptation they wish to undertake along with OT approval of these drawings
- All relevant building regulation and planning approval
- Quotation for the work
- Details of the contractor undertaking the works to include company name, address, and registration number (it is down to the applicant to do all relevant checks on the contractor as West Lindsey will accept no responsibility for their work
- Consent from the landlord if applicable
- CDM action plan

Once all the above has been received, West Lindsey will formally approve the grant. This grant will be directly paid to the contractor once the works are complete and the following information received:

- Invoice
- A building control completion certificate
- Signed consent from the applicant that they are happy with the works
- Any relevant electrical completion certificates
- Asbestos removal confirmation if applicable

West Lindsey will not assist in providing quotes for adaptations being undertaken in this way.

Further DFG information:

Adaptations will be considered to have been completed when the necessary work has been completed to an acceptable standard, appropriate for the user. The

customer must sign to confirm they are happy with the works that have been undertaken.

On accepting a DFG, the applicant will not be eligible for inclusion on the Housing Register in West Lindsey for at least the full grant period (5 years). Any applicant already on the register will be removed once their DFG application is complete. If the grant application is refused, an applicant's housing register status is not affected.

The council will always seek to recover in full any grants that are obtained with false or incorrect information. Applicants are responsible for ensuring that the council is made aware as early as possible if they believe that any information they have submitted contains errors or omissions. If the council becomes aware that any false or incorrect information has been supplied before work commences the grant offer may be withdrawn, or put on hold pending additional investigation.

Grant applications will only be considered to be 'valid applications' when all of the requested information has been supplied to the council. Failure to provide the necessary financial information, or any other supporting evidence as requested by the council, will result in the closure of a DFG application and applicants will be referred back to their Occupational Therapist to discuss alternative means of support.

Applicants that experience a change in their financial circumstances during the application process or after a grant amount has been approved must notify the council immediately. This is to ensure that a reassessment of resources (a revised means test) can be carried out to ensure that the applicant remains eligible for the grant.

Applicants wishing to submit a complaint about the service, challenge a decision issued or to raise a dispute about any work completed, will be referred to the adopted corporate complaints procedure.

Further details for applicants on how to apply for a grant and what a grant can be used for is set out in the council's *DFG Guidance for Applicants*.

Delivering Stairlifts through Independent Living – 1 year Pilot 2017

Background

Stairlifts are an essential part of the home for people who rely upon them to access upstairs facilities. When upstairs facilities cannot be safely accessed it can put the person in very high risk of falling both up and down the stairs. This can often result in hospitalisation.

Stairlifts can currently be delivered under DFGs. This process has been streamlined and is now delivered in an efficient way, however, the DFG process can still be time consuming as the delay comes from the customer completing and returning required information.

WLDC are proposing a scheme that will be under Independent Living and therefore fall outside of the DFG system as it is now while still being compliant of the legislation.

It is expected this will ensure stairlifts are fitted into people's homes who need them as soon as possible to reduce the risk of falls and hospitalisation. This will also ensure that everyone is able to access stairlifts whether they are eligible for DFG funding or not, reducing the risk of people who are identified as having a need for a stairlift, not having that installed due to the cost.

The financial determination of eligibility will be undertaken once the stairlift has been installed. If it is determined they would have been able to afford to install the stairlift themselves, WLDC will seek to recover the cost with the customer with an agreed payment schedule.

Aims and advantages of the scheme

- Quicker installation of stairlifts for customers who are identified as needing them.
- One stop shop for all people who require a stairlift whether eligible for a DFG or not
- Warranties offered for all stairlifts (currently not offered under DFG)
- Reduced risk of falls due to fast installations
- Help and advice for all people in West Lindsey seeking a stairlift. (not just those with an OT recommendation)

The process

The referrals will come from OTs in the same way they are received for DFG applications. If a referral made includes other adaptations, the stairlift will be completed through this route and the other adaptations will be completed via the DFG process, the customer will be made aware of this.

A very basic information gathering form will be completed by the customer during a home visit arranged within 48 hours of receiving the referral. This will include name, address, date of birth, property tenure and also information they must read and consent to for this process regarding the possibility of them having to fund the stairlift themselves based on their financial circumstances.

WLDC will be required to obtain consent for a stairlift to be fitted from the landlord, this will be done as soon as the referral is received. WLDC will seek to secure consent from all social landlords to allow stairlifts in their properties. Private landlords will be required to sign a consent form, verbal consent will be sufficient to start the process, written consent will still also need to be obtained.

Once the above is received, a request for the stairlift to be quoted for will be sent, this will be to the company who have the contract to provide stairlifts in West Lindsey. They will receive instruction from WLDC to quote for and arrange installation of the stairlift with the customer. Timescales for this will be set in the contract.

At this point, another application will be posted out to the customer, this will form the financial assessment. This will determine whether or not they are required to pay for the stairlift or if it will be funded by WLDC. This process is based around DFG legislation and will have the same eligibility criteria of pass-porting benefits and also the same requirements for financial information required.

If it is determined they would have been eligible for a DFG, the customer will receive a letter stating they are not required to pay anything towards their stairlift. If it is determined they would have been required to pay a contribution towards the stairlift, or to cover the full amount, WLDC will agree a payment schedule, and there are 3 options for this:

- Pay in full on completion
- Pay monthly (agreed amount based on what is determined as affordable)
- Pay annually (agreed amount based on what is determined as affordable)

If monthly or annual payment schedule is agreed, a local land charge will be placed on the property to cover the full amount until payment has been made at which point it will be removed.

Fee

For all stairlift provided, there will be an admin fee of £120 added to the cost. This is to cover the time of the all officers involved in administering the scheme.

Obtaining a stairlift without an Occupational Therapist recommendation

If no referral has been received from an OT stating that there is a need for a stairlift, West Lindsey residents can still take advantage of the stairlift scheme. This however cannot be funded through a DFG and all stairlifts will be required to be paid for with no financial assessment being undertaken. The fees for stair lifts delivered in this way will also be £120.

Appendix A:

Preliminary and Ancillary services and charges

Preliminary and ancillary services and charges which can be included in applications for assistance are determined by the Housing Renewal Grants (Services and Charges) Order 1996 (S.I. 1996/2889):

- Confirmation that you have an owner's interest in the property
- Technical and structural surveys
- Design and preparation of plans and drawings
- Preparation of schedules of the relevant works
- Assistance in completing forms
- Advice on financing the cost of the relevant works which are not met by grant
- Applications for building regulations approval or planning permission including the application fee and the preparation of related documents)
- Obtaining estimates for the relevant works
- Advice on contracts
- Consideration of tenders
- Supervision of the relevant works
- Disconnection and reconnection of electricity, gas, water or drainage utilities where this is made necessary by the relevant works (but not charges arising from non-payment of bills)
- Payment of contractors
- Services and charges of an occupational therapist in relation to the relevant works **

** Only eligible for mandatory Disabled Facilities Grant and Discretionary Disabled Facilities Assistance Applications and prior agreement with the Council

Appendix B:

Exemptions to Repayment

The Council will demand the repayment of the assistance in the circumstances outlined within this Policy, except in any of the following events:

- Where the recipient would suffer financial hardship if they were to be required to pay all or any part of the assistance. In this circumstance the Council will give consideration to whether the demand for repayment should be waived or delayed
- Where the disposal is made for reasons connected with the physical or mental health or well being of the recipient or a disabled occupant of the dwelling. In such cases evidence must be provided to support this.
- Where the property is sold or transferred compulsorily, or by agreement, to a public body with compulsory purchase powers

Delays to Repayment

The Council will consider an application to delay a demand for repayment of the assistance in the circumstances outlined within this Policy, in any of the following events:

- Where the recipient is deceased and the spouse, partner or family member who was living with the recipient for at least 12 months prior to the death continues to occupy the dwelling
- In the course of a domestic breakdown where the applicant sells or transfers the property to their spouse, partner or family member who was living with the recipient for at least 12 months prior to the domestic breakdown and continues to occupy the dwelling

Where an application to delay the repayment of assistance is approved, the Council will specify a time or an event in the future when the assistance must be repaid.



Full Council

10 October 2016

Subject: 4 Year Settlement Agreement

Report by:

Ian Knowles
Director of Resources (S151)

Contact Officer:

Ian Knowles
Director of Resources
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Purpose / Summary:

To consider the Governments invitation to agree a 4 year financial settlement.

RECOMMENDATION(S):

- 1 - That Corporate Policy and Resources Committee approve that the Council pursue a 4 Year Settlement and provide a supporting Efficiency Plan.
- 2 – That members of this committee recommend to Council the submission of the attached efficiency plan along with the MTFP agreed in March 2016
- 3 – That members delegate to the Chief Executive and Director of Resources in consultation with the Leader any presentational changes deemed appropriate before submission.

IMPLICATIONS

Legal: None

Financial : FIN/50/17

The Medium Term Financial Plan (MTFP) 2016/17 – 2020/21 was based on the 4 year indicative settlement figures. The financial position will therefore remain in line with the MTFP and by accepting a 4 year settlement this provides some level of certainty.

Staffing : Efficiencies within the MTFP will affect staff, and this will be managed effectively and in accordance with our policies.

Equality and Diversity including Human Rights :

West Lindsey District Council has a commitment to equal opportunities and any staff affected will be treated fairly.

Risk Assessment :

Accepting the deal will reduce the risk of settlement funding volatility. We should be aware that there remains uncertainty around the impact of the retention of NNDR and New Homes Bonus scheme.

Climate Related Risks and Opportunities : None

Title and Location of any Background Papers used in the preparation of this report:

Medium Term Financial Plan 2016/17

Call in and Urgency:

Is the decision one which Rule 14.7 of the Scrutiny Procedure Rules apply?

i.e. is the report exempt from being called in due to urgency (in consultation with C&I chairman)

Yes

No

Key Decision:

A matter which affects two or more wards, or has significant financial implications

Yes

No

Introduction

As part of the local government final settlement in February 2016, the DCLG offered Local Authorities the opportunity to sign up to a four year deal regarding the three elements of grant within the announcement. Those grant areas are, Revenue Support Grant (RSG), Rural Services Delivery Grant (RSDG) and Transition Grant (TG)

The four year profile provided for these grants is as follows:

(£m)	2016/17	2017/18	2018/19	2019/20
RSG	1.387	0.761	0.371	0.0
RSDG	0.471	0.381	0.293	0.381
TG	0.0	0.0	0.0	0.0

The summary of our MTFP for 2016/17 is as follows:

Net Funding Gap	0.0	0.382	0.683	0.703
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The current proposals to balance the future years are:

New Income	0.0	0.110	0.151	0.183
Streams				
Increased Tax	0.0	0.030	0.051	0.063
New Efficiencies	0.0	0.044	0.202	0.330
Organisational Restructures				
2017/18		0.200	0.200	0.200
2019/20			0.100	0.200
Total Savings	0.0	0.384	0.704	0.976

The level of reductions to our bottom line exceed the net funding gap for the years 2018/19 and 2019/20 as we are have a requirement in 2020/21 of £1,065k. Our proposals are therefore geared to deliver a balance over 4 years not just the four years required by DCLG.

Options

1 – To submit an efficiency plan (expected to be a summary of the MTFP providing detail behind the proposals above) to DCLG and fix the levels of grant for the next four years.

2 – To choose not to submit an efficiency plan and run the risk of the grant levels being changed by Government.

3 – To write expressing our commitment to delivering a balanced position over the four year period but not submitting an efficiency plan.

Considerations

In making a decision on submitting a four year efficiency plan and agreeing the level of government funding set out in the settlement for 2016/17 the following matters should be taken into account.

Revenue Support Grant (RSG)

The RSG will no longer exist by 2019/20 and in our own circumstances we cease to receive RSG within three years. By agreeing to a four year deal it is proposed that this arrangement will not change, i.e. the time period will not be shortened.

Rural Service Delivery Grant (RSDG)

This grant was substantially increased in the revised settlement in February. Our settlement provided the following levels of grant over the next four years: 2016/17 £ 471k, 2017/18 £381k, 2018/19 £293k, 2019/20 £381k . The four year deal would secure this income stream for the four years.

WLDC Strategy

As an Authority West Lindsey District Council is committed to being independent of RSG in the next four years. The Government's commitment would provide some certainty over that period whilst we put provision in place to deliver that strategy. A commitment to DCLG will require that we are confident of our plans to secure a balanced budget over the medium term.

Risks

At this time there is no indication of any monitoring to be undertaken by DCLG and therefore this is a low maintenance arrangement. However we must be conscious that with the changes in government this may change.

The new government has made no announcements regarding this proposition and we are therefore assuming it is still committed to the four year deal arrangements. However, it is known that the new Chancellor will deliver his first autumn statement on the 23rd November which will set the new government's financial strategy for the remainder of the current political term.

At the same time as offering a four year deal on revenue funding, the Government is committed to devolving 100% of NNDR (Business Rates) to Local Government. This is a delegation to the Sector and not for each Authority to retain its own NNDR collected. This devolvement will carry with it additional responsibilities for the sector equal to £13bn of expenditure currently undertaken by central government. This will build in additional risk to the finances of the Authority and at the moment we are not in a position to estimate the level of those risks. In addition, the treatment of NNDR with regards to needs assessment and the retention of growth is also unknown at this time.

The negotiations to leave the EU are have yet to be initiated and create additional uncertainty at this time.

Conclusions

There is great uncertainty around the country's financial and economic position and it is not possible to predict just how the Country will respond or change as we make arrangements to leave the EU.

Therefore if the Government is able to continue its commitment to the current grant provisions then it would be better to have entered into the arrangement than to find ourselves with changes that do not affect all Authorities.

Recommendation

Members are therefore asked to consider the attached efficiency plan document and recommend to full Council to enter into a four year grant agreement with the Government.

Members are also asked to delegate to the Chief Executive and Director of Resources in consultation with the Leader any presentational changes that may be considered appropriate before submission.

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Efficiency Plan 2016 – 2020

Introduction

In March 2016 WLDC agreed a five year Medium Term Financial Strategy. This strategy set out the current position and challenges facing the Authority and how it intended to finance an ambitious future for the District.

This paper summarises the actions agreed in that paper and how those actions will deliver a balanced five year financial position.

Corporate Plan

The priorities agreed by Council for the next four years have the following themes:

- Open for Business
- Asset Management
- People First
- Local Plan
- Devolution/Partnerships
- Excellent Services

These themes are subsequently broken down into a range of priorities which are then reflected in the Service Level Business Development Plans. The Business Development Plans provide the building blocks of the financial forecasts for the next four years.

Strategic Clusters

The organisation is currently organised around six clusters of services: Customer Focus, Economic Development and Neighbourhoods, Housing and Regeneration, Democratic and Business Support, Organisation Transformation and Commercial Activity.

The six clusters are led by Officers known as Strategic Leads who report into the Directors and Chief Executive.

This medium term financial plan commits the Authority to delivering the above priorities by:

Commercial

- Delivery of an annual commercial plan that will be considered by Council alongside the Medium Term Financial Plan. For 2016/17, there will be further emphasis on enhancing our land and property assets. This will include the development of capital projects and a more dynamic approach to managing the Council's property and investment portfolio.

Customer First

- Developing a Customer First Strategy and Roadmap, which clearly sets out the ethos of Customer First and how it will be embedded across the

organisation. The roadmap will set out our plans for six key areas, Customer Insight, Access, Process, People, Culture and Delivery; and will have close links with other key strategies in the Council.

- Enhance and develop the Councils approach to customer access through a customer-focussed front line; utilising enabling technology to best effect, and optimising access channels across different services.
- Embedding a culture of Customer First across the organisation.

Economic Development and Neighbourhoods

- Adoption of the Local plan and numerous neighbourhood plans to direct economic and housing growth in the district for the next 20 years
Neighbourhood plans will give local communities more influence over the growth and development of their settlements and build the capacity of these communities to be self-sustaining.
- Regeneration of Gainsborough – a blended programme of social, economic and environmental regeneration has been devised to deliver the local plan targets and Housing Zone commitments to Homes and Communities Agency. Economic positioning – further develop synergies and relationships with the devolution agenda and GLLEP to ensure WLDC position in the Lincolnshire Growth Agenda is enhanced.
- In addition strategic relationships with the Humber LEP and Sheffield City Region are being developed to ensure WLDC is at the centre and can benefit from the region's major regeneration programmes.

Housing and Regeneration

- Delivering the Property and Land Management Strategy is a key priority in order to ensure that the WLDC property portfolio delivers the anticipated revenue, and covers its own costs wherever possible, along with the delivery of major commercial projects
- The Housing Strategy is a priority to ensure that growth targets can be delivered by fully understanding the demand, supply, micro-markets within the district and those of neighbouring authorities, as well as looking at potential partnership opportunities with developers, social landlords and specialist service providers.
- The leisure contract review (due for renewal in 2018) seeks to generate a surplus from this facility and to secure a better offer for the district to promote healthy living, and to improve the attraction of the district for both residents and visitors.

Democratic and Business Support

- Delivery of the Councils people strategy and culture change program
- Delivery of this Medium Term Financial Plan which aims to be sustainable and supports the ambitions of the Council

- A member development programme which gives our elected members the skills and knowledge to make good decisions for the district.

Organisation Transformation

- A cross-cutting Transformation Programme will be introduced which will review current methods of delivery and associated processes to ensure they put the customer at the centre of service delivery and secure commercial behaviour across the Authority.
- The income generating potential of services will be fully explored to ensure current income streams are maximised and potential new markets are identified.
- Building on the current ICT Strategic Overview and action plan, an ICT strategy will be developed. It is also imperative that the Council's governance processes and structures remain robust to support effective decision making.

Financial Strategy

The priorities above will be supported and delivered by a financial strategy that will focus on four areas:

- Development of new income streams
- Delivery of new efficiencies
- Increased tax income through growth of the district
- Implementation of a new organisational structure

The assumptions within the MTFP 2016/17 achieved a balanced budget. From 2017/18 onwards the following efficiencies will provide a fully balanced MTFP, as detailed in the table below, with further details attached at Appendix 1.

INITIATIVE	2017/18	2018/19	2019/20
New Income Streams	109,650	150,500	183,300
Delivery of New Efficiencies	44,000	202,000	330,000
Increase Tax through Growth	30,000	51,000	63,000
Organisational Restructures	200,000	300,000	400,000
TOTAL	383,650	703,500	976,300

	2017/18	2018/19	2019/20
New Income Streams			
Meeting Rooms/Virtual Office	10,000	15,000	20,000
Building Control Service	17,350	31,200	59,000
Estate Management	46,000	46,000	46,000
Vending machines	1,300	1,300	1,300
Loans fund interest	35,000	35,000	35,000
FiTS income from Solar Panels		22,000	22,000
	109,650	150,500	183,300
Delivery of New Efficiencies			
Democratic Services - Committee Admin System	19,000	19,000	19,000
Reduce corporate publications	25,000	25,000	25,000
Leisure services - contract renewal		138,000	265,000
Contractual Savings		20,000	21,000
	44,000	202,000	330,000
Increased Tax through Growth			
Council Tax Base	30,000	51,000	63,000
	30,000	51,000	63,000
Organisational Restructures			
In year service review	200,000	200,000	200,000
Organisational delivery model		100,000	200,000
	200,000	300,000	400,000
TOTAL EFFICIENCIES	383,650	703,500	976,300



Full Council

10 October 2016

Establishing a Group Trading Company for West Lindsey District Council

Report by:

Commercial Director

Contact Officer:

Penny Sharp
Commercial Director
Landline: 01427 675185
Mobile: 07810 658324

Purpose / Summary:

The purpose of this report is to propose establishing of a Group Trading Company to support the Council's commercial activities.

RECOMMENDATION(S):

- (1) That Council approve the proposed group structure for trading companies (the trading arm) to facilitate the return of profits to the Council which can be used to ensure the sustainable delivery of front line services.
- (2) That Council delegates authority to the Corporate Policy and Resources Committee for approval of annual business plans and accounts for the Group Holding Company and its individual subsidiaries.
- (3) That Council approve the Shareholder Agreement for the Group Holding Company and its associated subsidiaries.
- (4) That Council approve the Articles of Association for the Group Holding Company and its associated subsidiaries.
- (5) That Council approve the nomination of a Director as Company Director and Chief Executive as Non-Executive Director for the Group Holding Company (WLDC Trading Ltd) and its Sure Staff subsidiaries (Sure Staff Lincs Ltd and WLDC Staffing Services Ltd).

- (6) That Council approve the nomination of the S151 Officer, (the Director of Resources) as the Council's Shareholder representative.
- (7) That Council delegate authority to the Council's Section 151 Officer and the appointed Director of the SureStaff subsidiaries to agree the format and content of a Resourcing Agreement for the supply of services by the Council.

IMPLICATIONS

Legal:

The Council has the legal power to establish and operate trading companies. These can be wholly owned by West Lindsey District Council in order to enable the Council to take advantage of the powers to trade for profit introduced under the Local Government Act 2003, where opportunities to do so arise and it is appropriate to use the company as a vehicle for the trading activity proposed.

In addition, under the "general power of competence" introduced by Section 1 of the Localism Act 2011 local authorities now have a general power that enables them to do anything that a private individual is entitled to do, subject to certain statutory limitations.

It should be noted that things done for a commercial purpose even under the Localism Act 2011 must be done through a company.

Financial: FIN/58/17

A business case has been produced for Sure Staff (and will be produced) for each company which forms part of the trading arm. These will forecast the potential cost and revenue implications for the Council of developing and operating each specific commercial activity.

The establishment of the trading arm, including the costs of specialist advice (legal, taxation) and company incorporation will be met from existing Invest to Earn funds. Any working capital requirements and/or cashflow subsidies will be provided to each company by the Council on commercial terms.

Each company within the trading arm will operate as a separate legal and commercial entity and distributable profits will be returned to the Council by way of dividend payments. The Council may also benefit from ownership of these companies by way of payments under a Resourcing Agreement and via interest charges on loans.

Staffing:

In most cases, the creation of the trading arm will represent the commercialisation of existing Council activities. Where this is the case, it is anticipated that existing staff will be used to deliver the service.

In the case of other commercial activity where the Council does not currently have an offer, the business plan includes provision for the creation of an appropriate staffing structure.

The acquisition of SureStaff Lincs Ltd has created the requirement to recruit a qualified professional to operate the company. Provision for this is again included in the specific business case.

Equality and Diversity including Human Rights:

There are no equality and diversity issues arising directly from this report

Risk Assessment:

The development of a trading arm represents a significant step forward for WLDC as it develops a range of commercial activities. Although this course of action presents opportunities, there are a number of potential risks.

In summary, the key risks are:

Failure to comply with legislation or trade *ultra vires* – the Council has engaged commercial support on an interim basis and is also commissioning legal advice (from specialists Bevan Brittan LLP) to guide it through the process of establishing a trading arm.

Possibility of State Aid challenge – Council support for any trading entities will be provided under a Resourcing Agreement and a set of Service Level Agreements that will ensure that market rates are used to set the relevant fees and payments.

Failure to comply with prevailing taxation laws/regulations – specialist advice has been commissioned from KPMG to provide guidance in relation to meeting the requirements in respect of both Corporation Tax and VAT.

Failure to trade successfully – each ‘business’ will be/has been developed using a market driven business plan which identifies and evaluates the market opportunity alongside the commercial and competitive landscape. In addition, the business plans identify relevant performance targets and the indicators for success/failure. Each reports monthly to Commercial Board in this respect, as well as holding their own monthly Board meetings to review activity and performance.

Poor investment/acquisition – the Council has developed a comprehensive due diligence checklist for a range of investment/acquisition scenarios; from property and land purchases to company acquisitions and market lending.

Conflict of interest with Council priorities and resources – each business case evaluates the resourcing requirements needed to trade in the context of the Council’s statutory duties. Where a conflict occurs, the business plan will need to support any additional resources that are needed.

Climate Related Risks and Opportunities:

There are no direct climate related risks arising from this report

Title and Location of any Background Papers used in the preparation of this report:

None

Call in and Urgency:

Is the decision one which Rule 14.7 of the Scrutiny Procedure Rules apply?

i.e. is the report exempt from being called in due to urgency (in consultation with C&I chairman)

Yes

No

Key Decision:

A matter which affects two or more wards, or has significant financial implications

Yes

No

1 Background

1.1 A number of local authorities have identified that setting up a trading company – wholly owned by the Council, but operated as a separate legal entity – offers a way to develop services beyond their existing focus.

According to Localis, 58% of local authorities had trading companies in 2015¹ - based on a survey of 150 leaders in local government (e.g. chief executives, council leaders, finance). If representative of the sector as a whole, this would translate to around 189 English local authorities at the district/unitary level, indicating that the concept of the council-owned/run trading company is widely accepted. There is also significant evidence to suggest that trading companies are either under consideration or in active development by many other local authorities

1.2. West Lindsey District Council is developing a portfolio of commercial propositions based on both existing and new activities. Currently these activities are generating a modest level of income, but there is an ambition to build a number into significant revenue generating operations.

1.3 The Council has identified the need to establish a trading vehicle and has reviewed the options available to provide support for anticipated future activities by providing:

- Strategic direction
- Business opportunity development
- Support services
- Governance arrangements
- Financial planning

1.4 As well as establishing a vehicle to allow a range of trading activities, setting up a trading arm will support a number of WLDC's wider objectives:

- Service Quality
- Customer Focus
- Workforce Quality
- Innovation
- Cultural
- Sustainability
- Reputation.
- Retention of control and benefits

1.5 The report was considered by the Corporate Policy and Resources Committee on 27 July 2016, the minute is set out below.

41 WEST LINDSEY TRADING COMPANY

The Director of Resources noted that as the Commercial Director was on leave and had submitted apologies for the meeting he would update the Committee.

Following the acquisition of SureStaff the purpose of the report was to consider the establishment of a group of trading companies to support the Council's commercial activities.

The report set out the proposed structure and management and set out clarity regarding shareholders, removing conflicts of interest wherever possible. Advice had been taken from KPMG.

Initially the companies in the group structure would be configured as a 'Teckal' company (WLDC Staffing Services Ltd). This would enable the company to trade directly with the council, and potentially other public sector bodies. A Teckal company would provide Services to the Council and other legal persons controlled by the Council (within the meaning of regulation 12 of the Public Contracts Regulations 2015) in accordance with any business plan then in force and on terms agreed between the Teckal Company and the Council.

Once a group holding company was established with approved Articles of Association and Shareholder agreement, any future subsidiaries that the Council be created through a 'Deed of Adherence'. In essence, this meant that any subsidiary companies will be bound by the approved Articles and Shareholder agreement. This did not preclude the Council from establishing other companies or Special Purpose Vehicles outside this structure.

Some Members of the Committee spoke as members of the Council's Commercial Steering Group and agreed that the project was a good idea. It was questioned whether Members would see management accounts. The Director of Resources stated that as a non-executive

Director he would see the accounts and would present a summary to the Committee as part of the Annual Business Plan.

Members welcomed the start of a new era and new way of working for the Council, following changes to Government legislation. It was acknowledged that it was a balancing act to give freedom to act whilst maintaining supervision, but Members were satisfied that the model was robust.

Discussion ensued as to whether it would be feasible for a Councillor to be a representative on the board, whether the Chief Executive was an appropriate appointment, or whether an independent person should be appointed.

Councillor McNeill proposed an additional recommendation that an independent person be appointed. It was noted that the Council already had a number of independent persons appointed, particularly those lay members on the Governance and Audit Committee. It was noted however that this would incur additional costs not accounted for. But Members felt that it would add objectivity, independence and robust scrutiny.

It was moved and seconded and on being voted upon it was **RESOLVED** that a further recommendation be added to authorise the appointment of a suitable independent person as a non-executive Director in time for the Company's second AGM.

The recommendations were then moved en bloc and on being seconded and voted upon it was:

RESOLVED that:

- a) it be recommended for Council approval the proposed group structure for trading companies (the trading arm) to facilitate the return of profits to the Council which can be used to ensure the sustainable delivery of front line services;
- b) it be recommended that Council delegates authority to the Committee for approval of annual business plans and accounts for the Group Holding Company and its individual subsidiaries;
- c) it be recommended to Council that it approves the Shareholder Agreement for the Group Holding Company and its associated subsidiaries;
- d) it be recommended to Council that it approves the Articles of Association for the Group Holding Company and its associated subsidiaries;
- e) it be recommended to Council the nomination of the Commercial Director as Company Director and Chief Executive as Non-Executive Director for the Group Holding Company (WLDC Trading Ltd) and its Sure Staff subsidiaries (Sure Staff Lincs Ltd and WLDC Staffing Services Ltd);

- f) it be recommended to Council the nomination of the S151 Officer, (the Director of Resources) as the Council's Shareholder representative;
- g) authority be delegated to the Council's Section 151 Officer and the appointed Director of the SureStaff subsidiaries to agree the format and content of a Resourcing Agreement for the supply of services by the Council; and
- h) it be recommended to Council authority to appoint a suitable independent person as a non-executive Director in time for the second AGM.

1.6 The Governance arrangements were considered by the Governance and Audit Committee on 13 September 2016, the draft minute is set out below.

37 REPORT ON THE GOVERNANCE ARRANGEMENTS FOR MANAGING THE RISKS OF A WHOLLY OWNED LIMITED COMPANY (GA.24 16/17)

Members gave consideration to a report, the purpose of which was to provide assurance to members of the Governance and Audit Committee that appropriate arrangements were being put in place to manage the risks of a wholly owned limited company.

By way of background Committee Members were advised that in June of this year WLDC had acquired a local business operating as a staffing agency in the district and surrounding area.

This company would continue to operate as an independent limited company that was wholly owned by the Authority. In addition, a second subsidiary would be created to act as a TECKAL company for the supply of the same services to public bodies. The TECKAL status currently allowed Authorities to give work to such companies without an open tender process.

At its meeting in July, Corporate Policy and Resources Committee had agreed a governance structure for recommendation to Full Council.

That same report was being presented to members of Governance and Audit Committee in order that they could review the arrangements, seek assurance that appropriate governance was in place and make any comments that may be raised by the Chair of the committee at the meeting of Full Council.

Discussion ensued and in response to Members' questions the roles of the Executive Director and Non-Executive Director were clarified. Initially there were concern that a Board was not being established for the company, however an independent member with experience of a managing a large private sector business confirmed that he would not expect a company of this size to have a Board. It was questioned whether Members would see management accounts. The

Director of Resources stated that as a non-executive Director he would see the accounts and would present a summary to the Corporate Policy and Resources Committee as part of the Annual Business Plan by which the company would be operated.

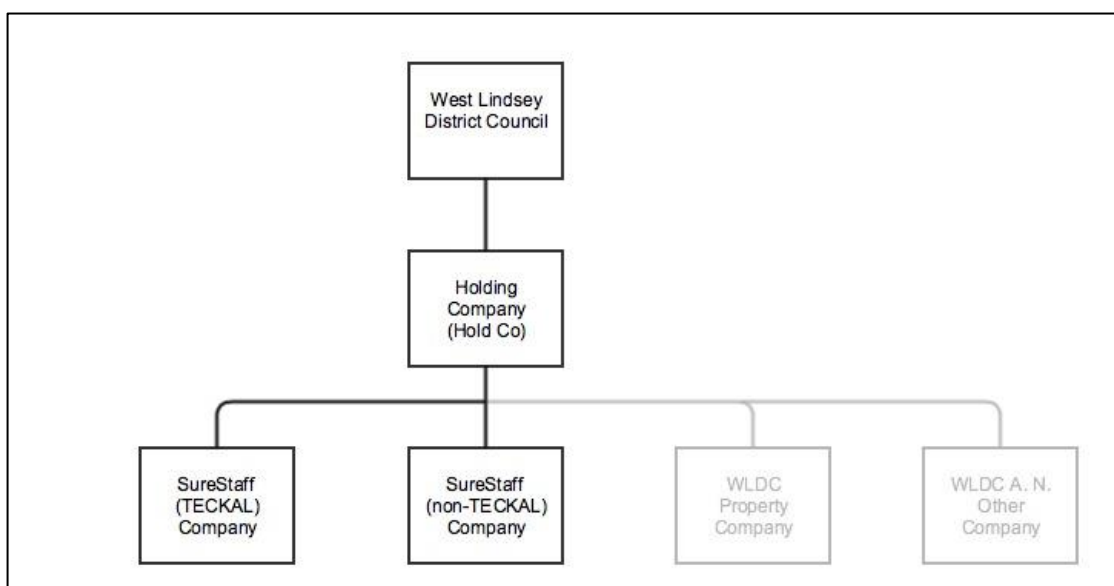
Officers also confirmed that there was a resourcing agreement between the agency and the Council, in order that State Aid Rules were adhered to. It was confirmed that the Council, as a Corporate Body, was the Shareholder, not individual Councillors, and the Director of Resources would be the named shareholder. Payroll Services were provided by the Council. Terms and Conditions for persons employed through SureStaff were not the same as those of people directly employed by the Authority, as this was a separate entity.

It was confirmed that the extra recommendation requested by the Corporate Policy and Resources Committee, namely that which related to the appointment of an independent Member as a Non-Executive Director, would be included within the report prior to it being submitted to Full Council.

RESOLVED that having reviewed the governance arrangements in the attached report, the committee have assurance that appropriate governance is in place and that there are no comments that they wish the Chair of the Committee to raise at Full Council.

2 Group structure

2.1 It is likely that the Council will want to consider establishing a series of Companies Limited by Shares for those operations which have a commercial character. It is believed that a group structure, similar to the example shown in the diagram below, would be the most appropriate to support the Council's commercial ambitions.



- 2.2 A group structure of this type will offer WLDC a number of advantages:
- Assets – usually property and intellectual property - can be ring-fenced to protect against claim if the trading company is subject to litigation.
 - The operation of separate companies for different areas of the business of the company can be helpful if one part of a business is regulated or has a higher risk profile.
 - To allow the operation of employee share schemes which are limited to the business in which the particular employees work.
 - If there is potential to sell the business avoiding some of the legal issues that can arise with a sale of assets.
 - A group company structure can be tax efficient.

- 2.3 Initially one the companies in this group structure will be configured as a 'Teckal' company (WLDC Staffing Services Ltd). This enables the company to trade directly with the council, and potentially other public sector bodies. A Teckal company will provide:

Services to the Council and other legal persons controlled by the Council (within the meaning of regulation 12 of the Public Contracts Regulations 2015) in accordance with any business plan then in force and on terms agreed between the Teckal Co and the Council

- 2.4 Once a group holding company is established with approved Articles of Association and Shareholder agreement, any future subsidiaries that the Council be created through a 'Deed of Adherence'. In essence, this means that any susbsidiary companies will be bound by the approved Articles and Shareholder agreement. This does not preclude the Council from establishing other companies or Special Purpose Vehicles outside this structure.

3 Shareholding

- 3.1 The Council will be the sole (100%) member of a group holding company which in turn will be the sole member of each of the subsidiaries, thereby creating a "flat" subsidiary structure underneath the holding company.

The Council will be named as the sole member of each subsidiary, but will exercise its rights (as owner or contract counterparty) through one or more authorised representatives.

4 Governance

- 4.1 As the sole owner of the Group Holding Company and its subsidiaries, the Council will have ultimately govern the operations of the companies.

The Shareholders Agreement (Appendix 1) is a legally binding document that sets out the Council's expectations of its companies. The Council must approve the annual business plan and accounts for the Group

Holding Company and its subsidiaries. The Shareholder Agreement also details a list of *Reserved Matters*, issues that must revert to the Council, as sole Shareholder, for decision-making.

- 4.2 The Articles of Association (Appendix 2) set out the purpose and operational requirements of the Group Holding Company and its individual subsidiaries. These govern the way that the individual companies must operate.
- 4.3 Apart from the reserved matters, decisions which the Council (as member) is required to approve under the Companies Act 2006, and any matters which the Council directs a company's board to undertake (or not undertake), the day to day running of each subsidiary will be left to the company directors.

5 Council appointments:

- 5.1 The Council will appoint one or more directors to each subsidiary Board and, depending on the composition, may appoint a majority of directors. Legal advice recommends that the Council's nominated directors should be officers rather than elected members to avoid potential conflicts of interest and given that it is the Council (ie all elected members) which is the shareholder and owner.
- 5.2 It is recommended that the Commercial Director is appointed as Director and Chief Executive as Non-Executive Director for WLDC Staffing Services Ltd, SureStaff Lincs Ltd and the Group Holding Company (WLDC Trading Ltd).
- 5.3 It is recommended that the Council's Section 151 officer, the Director of Resources be nominated as the Council's shareholder representative.

6 Tax Implications

- 6.1 The Council commissioned specialist advice from KPMG, the Council's external auditors, in relation to both Corporation Tax and VAT. The advice focused on high level considerations in relation to Local Authority Trading Companies (LATC) and also provided detailed analysis in relation to SureStaff Lincs Ltd.
- 6.2 KPMG advised that it is common for local authorities to establish a group company structure:
"Often a company is incorporated which sits between the Local Authority and the Local Authority Trading Company. This is commonly referred to as a holding company. There are various reasons why a holding company structure is utilised however a major reason includes; facilitating management charges for services and mitigating tax on a future sale by way of substantial shareholding exemption relief" KPMG April 2016.
- 6.3 It is proposed that any profits generated by subsidiary companies will be returned to the Council through a dividend payment and will only be

distributed in accordance with approved business plans and with Council approval.

- 6.4 It may be necessary to obtain more detailed advice about tax implications for each specific subsidiary. This advice will be commissioned as and when required.

6. Update on Sure Staff

- 6.1 The acquisition of SureStaff was completed on 30th May 2016. The company, now formally owned by West Lindsey District Council, has moved into a start-up office in The Plough Business Hub. The company held its first formal Board meeting on 7th June.

- 6.2 Under the terms of the acquisition the previous owner has been working full-time in the business and continued to do so until 31 July 2016. He successfully set up the office and configured all the systems to operate as before. In addition, he redeveloped relationships with worker suppliers (Job Centre, employment services) and former clients with promising outcomes.

- 6.3 The business has successfully recruited and appointed a Manager who is now in place and has rapidly gained knowledge of Sure Staff. The Manager has previous staffing agency experience and is ambitious to develop the business. The Council's Finance team member has also been trained and are now provides the payroll administration service under the Resourcing Agreement.

- 6.4 The Council's Operational Services contract (Garden Waste) has transferred over to SureStaff is progressing well. This has produced revenue for the business one month earlier than projected in the business plan. In addition, the Council has placed additional requirements with Sure Staff and the business is currently supplying two other clients.

7 Conclusions

- 7.1 The creation of a trading arm, configured as described above, offers the Council the opportunity to develop a suite of commercial activities and optimise its financial position in order to help fund front line services.

- 7.2 It is proposed that members approve the establishment of a Group Holding Company, the proposed Articles of Association and Shareholder agreement. In addition, it is recommended that the Council's nominated representatives are approved.

COMPANY NUMBER 06476932

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION
OF
SURESTAFF LINCS. LIMITED**

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
SURESTAFF LINCS. LIMITED

PART 1 – INTERPRETATION

1 DEFINED TERMS

1.1 In these Articles, unless the context requires otherwise:

Articles means the Company's articles of association as amended from time to time

bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy

Chair has the meaning given in Article 11

Chair of the Meeting has the meaning given in Article 41

Companies Acts means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company

Company means the company governed by these Articles

Conflict has the meaning given in Article 13

Council means West Lindsey District Council, of Guildhall, Marshall's Yard, Gainsborough, Lincolnshire DN21 2NA and any statutory successor

Council Director has the meaning given in Article 17.1

Council Representative means the person nominated by the Council from time to time to act as or as the authorised representative of the Council which shall be determined by the Council in accordance with its constitution from time to time and notified to the Company

Director means a director of the Company, and includes any person occupying the position of director, by whatever name called

Distribution Recipient has the meaning given in Article 32.2

Document includes, unless otherwise specified, any Document sent or supplied in Electronic Form

Electronic Form has the meaning given in section 1168 of the Companies Act 2006

Eligible Director means a Director who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Directors

fully paid in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company

Group Company means, in relation to a company:

- (a) any subsidiary of the Company;
- (b) any parent undertaking or undertakings of the Company; and
- (c) any subsidiary of any such parent undertakings

Hard Copy Form has the meaning given in section 1168 of the Companies Act 2006

Holder in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares

Instrument means a Document in Hard Copy Form

ordinary resolution has the meaning given in section 282 of the Companies Act 2006

paid means paid or credited as paid

participate, in relation to a Directors' meeting, has the meaning given in Article 9

Proxy Notice has the meaning given in Article 47

Shareholder means a person who is the Holder of a Share.

Shares means shares in the Company

special resolution has the meaning given in section 283 of the Companies Act 2006

Transmittee means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law

writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

- 1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.
- 1.3 A reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.8 A reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.9 A reference to **writing** or **written** includes email but not fax.
- 1.10 A reference to any agreement or document (or any provision of it) referred to in these Articles is a reference to that agreement or document (or the relevant provision of it) as varied, amended or supplemented (in each case, other than in breach of the provisions of that agreement or document) from time to time.
- 1.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 A reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).
- 1.13 A reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it.
- 1.14 references to a **month** shall be construed as a reference to a period starting on one day in a calendar month and ending on the day immediately preceding the numerically corresponding day in the next calendar month or, if there is no numerically corresponding day in the next calendar month, the last day in the next calendar month; and
- 1.15 The expressions **body corporate**, **holding company**, **subsidiary**, **parent undertaking**, **subsidiary undertaking** and **parent company** shall have the respective meanings given in the Companies Act 2006, and, for the purposes of sections 1159(1) and 1162(2)(b) and (d) of that Act, a company or undertaking (the **first person**) shall be treated as a member of another company or undertaking if:
- 1.15.1 any of the first person's subsidiaries or subsidiary undertakings is a member of that other company or undertaking; or
- 1.15.2 any shares or capital interests in that other company or undertaking are held by a person acting on behalf of the first person or any of its subsidiaries or subsidiary undertakings; or
- 1.15.3 any shares or capital interests in that other company or undertaking are registered in the name of a person (or its nominee) by way of security or in connection with the granting of security over those shares or capital interests by the first person.

In the case of a limited liability partnership which is (or might constitute) a subsidiary or subsidiary undertaking of a company or another limited liability partnership, sections 1159 and 1162 of the Companies Act 2006 shall be amended so that:

- (a) references in sections 1159(1)(a) and (c) and 1162(2)(a) and (d) to "voting rights" are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
- (b) references in sections 1159(1)(b) and 1162(2)(b) to the "right to appoint or remove a majority of its board of directors" is to the right: (i) to appoint or remove a majority of the directors (or equivalent) of that limited liability partnership; or (ii) if no such directors (or equivalent) exist by virtue of the constitution of that limited liability partnership, members holding a majority of the voting rights,

and unless the context otherwise requires, the application of the definitions of body corporate, holding company, subsidiary, parent undertaking, subsidiary undertaking and parent company shall apply as to the relevant company or undertaking as it is at that time.

PART 2 - DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

2 DIRECTORS' GENERAL AUTHORITY

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

3 SHAREHOLDERS' RESERVE POWER

3.1 The Shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

3.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

4 DIRECTORS MAY DELEGATE

4.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles as follows:

4.1.1 to such person or committee;

4.1.2 by such means (including by power of attorney);

4.1.3 to such an extent;

4.1.4 in relation to such matters or territories; and

4.1.5 on such terms and conditions,

as they think fit.

4.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

4.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

5 COMMITTEES

5.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

5.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

6 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

6.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 7.

6.2 If only one Director is eligible to vote on any authorisation required under Article 13, the general rule does not apply and the Eligible Director may take decisions in relation to the relevant matter without regard to any of the provisions in these Articles relating to Directors' decision-making.

- 6.3 Each Director shall be entitled to cast one vote on any resolution put to the Directors. However, if at any meeting of the Directors one or more Directors appointed by the Council are absent, the Director(s) appointed by the Council who are participating in the meeting may cast the votes of all absent Directors appointed by the Council, provided that:
- 6.3.1 the maximum number of votes able to be cast by those participating Directors (including their own votes) shall not exceed the number of Directors which the Council may at that time appoint (whether or not the Council has appointed all such Directors);
 - 6.3.2 those participating Directors may not cast a vote in relation to a Director who was not an Eligible Director; and
 - 6.3.3 if two or more participating Directors appointed by the Council are participating in the Directors' meeting, they may only cast the votes of the absent Directors appointed by the Council if those participating Directors agree on how the vote(s) of those absent Directors should be cast.
- 6.4 If the numbers of votes for and against a proposal are equal, the Chair shall not have a casting vote.

7 UNANIMOUS DECISIONS

- 7.1 A decision of the Directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 7.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each Eligible Director or to which each Eligible Director has otherwise indicated agreement in writing.
- 7.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.

8 CALLING A DIRECTORS' MEETING

- 8.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors and the Council in accordance with Article 8.2 or by authorising the company secretary (if any) to give such notice.
- 8.2 A meeting of the Directors must be called by at least 7 days' notice unless either:
- 8.2.1 the Directors and the Council unanimously agree otherwise; or
 - 8.2.2 urgent circumstances require shorter notice.
- 8.3 Notice of any Directors' meeting must include:
- 8.3.1 its proposed date and time;
 - 8.3.2 where it is to take place;
 - 8.3.3 if it is anticipated that persons participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting;
 - 8.3.4 an agenda specifying in reasonable detail the matters to be raised at the meeting or the committee meeting; and
 - 8.3.5 copies of any papers to be discussed at the meeting or the committee meeting.
- 8.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on

which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

9 PARTICIPATION IN DIRECTORS' MEETINGS

9.1 Subject to the Articles, Directors **participate** in a Directors' meeting, or part of a Directors' meeting, when:

9.1.1 the meeting has been called and takes place in accordance with the Articles; and

9.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

9.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

9.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

9.4 The Council Representative shall have the right to attend (but not vote at) any meetings of the Directors.

10 QUORUM FOR DIRECTORS' MEETINGS

10.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

10.2 Subject to Article 6.2, the quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two.

10.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

10.3.1 to appoint further Directors; or

10.3.2 to call a general meeting so as to enable the Shareholders to appoint further Directors.

10.4 If a quorum is not present with half an hour from the time appointed for the meeting, or during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Directors may determine in accordance with these Articles.

11 CHAIRING OF DIRECTORS' MEETINGS

11.1 At each meeting of the Directors the participating Directors may appoint a Director present to chair that meeting. The person so appointed for the time being shall be known as the **Chair**.

11.2 The Directors may terminate the Chair's appointment at any time during the meeting at which he is appointed.

12 CONFLICTS OF INTEREST – TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

12.1 The relevant provisions of the Companies Act 2006 (including, without limitation, sections 177 and 182) shall apply in relation to declarations of interest in proposed and existing transactions or arrangements with the Company.

12.2 Provided that he has disclosed to the Directors the nature and extent of any interest of his in accordance with and to the extent required by the Companies Act 2006, a Director notwithstanding his office:

- 12.2.1 may be a party to, or otherwise interested in, any contract with the Company or a Group Company of the Company or in which either or both of them is/are otherwise interested;
 - 12.2.2 may be an elected member, director or other officer of, employed by, a party to any contract with, or otherwise interested in, the Council, any Group Company of the Company or in any body corporate promoted by the Company, the Council, or a Group Company of the Company, or in which any of them is/are interested; and
 - 12.2.3 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor).
- 12.3 For the purposes of this Article 12.3:
- 12.3.1 a Director shall be deemed to have disclosed the nature and extent of an interest which consists of him being an elected member, director, officer or employee of the Council or any Group Company of the Company; and
 - 12.3.2 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any contract in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such contract of the nature and extent so specified.
- 12.4 Where a Director is an elected member, director officer, or employee of the Council or a Group Company of the Company; he:
- 12.4.1 may in exercising his independent judgment take into account the success of the Council or Group Company as well as the success of the Company; and
 - 12.4.2 shall in the exercise of his duties have a duty of confidentiality to the Council or Group Company in relation to confidential information of that Shareholder or Group Company, but he shall not be restricted by any duty of confidentiality to the Company from providing information to the Council or Group Company except as may be imposed under Article 13.5.

13 CONFLICTS OF INTEREST REQUIRING BOARD AUTHORISATION

- 13.1 The Directors may authorise any matter which would otherwise involve a Director (a **Relevant Director**) breaching his duty under section 175 of the Companies Act 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a **Conflict**).
- 13.2 Any Director (including the Relevant Director) may propose that the Relevant Director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed to and decided upon by the Directors under these Articles save that the Relevant Director (and any Director) shall not count towards the quorum nor vote on any resolution giving such authority.
- 13.3 Where the Directors give authority in relation to a Conflict:
- 13.3.1 the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
 - 13.3.2 the Directors may revoke or vary such authority at any time but this will not affect anything done by the Relevant Director prior to such revocation in accordance with the terms of such authority.
- 13.4 A Conflict in relation to a Director arising solely as a result of him being an elected member, director, officer or employee of the Council or any Group Company of the Company shall be deemed to have been authorised for the purposes of this Article 13 and section 175 of the Companies Act 2006.

- 13.5 Where Article 13.4 above applies or the Directors otherwise gives authority in relation to a Conflict, or where any of the situations referred to in Article 12 (a **Permitted Situation**) applies:
- 13.5.1 the Directors may (whether at the relevant time or subsequently) (i) require that the Relevant Director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at Directors meetings or otherwise) related to the Conflict or Permitted Situation; and (ii) impose upon the Relevant Director such other terms for the purpose of dealing with the Conflict as they may determine;
 - 13.5.2 the Relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict or Permitted Situation; and
 - 13.5.3 the Directors may provide that where the Relevant Director obtains (otherwise than through his position as a Director of the Company) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence.
- 13.6 A Director shall not, by reason of his office or of the fiduciary relationship thereby established, be liable to account to the Company or the Shareholders for any remuneration, profit or other benefit realised by reason of his having any type of interest in a Conflict authorised under this Article or in any Permitted Situation and no contract shall be liable to be avoided on the grounds of a Director having any such interest.

14 EFFECT OF DIRECTORS' INTERESTS ON QUORUM AND VOTING

- 14.1 Subject where applicable to disclosure in accordance with these Articles and subject to any terms imposed by the Directors in relation to any Conflict or Permitted Situation, a Director shall be entitled to vote in respect of any matter in which he is interested directly or indirectly (where that interest arises by virtue of a Conflict which has been authorised or a Permitted Situation) and if he shall do so his vote shall be counted and, whether or not he does, his presence at the meeting shall be taken into account in ascertaining whether a quorum is present.
- 14.2 However, a Director shall not be entitled to vote in respect of any other matter in which he is interested directly or indirectly and his presence at the meeting shall not be taken into account in ascertaining whether a quorum is present.
- 14.3 Subject to Article 14.4 below, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.
- 14.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

15 RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

16 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

APPOINTMENT OF DIRECTORS

17 METHODS OF APPOINTING DIRECTORS

- 17.1 Unless otherwise agreed by the Council, the board of Directors shall comprise of a minimum of two Directors and a maximum number as agreed by the Council from time to time, all of which shall be appointed by the Council (the **Council Directors**).

18 TERMINATION OF A DIRECTOR'S APPOINTMENT

- 18.1 A person ceases to be a Director as soon as:
- 18.1.1 in the case of a Council Director, the Council notifies the Company that the individual is to be removed as a Director;
 - 18.1.2 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
 - 18.1.3 a bankruptcy order is made against that person;
 - 18.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 18.1.5 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or
 - 18.1.6 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

19 DIRECTORS' REMUNERATION AND EXPENSES

- 19.1 Any remuneration of the Directors shall require the prior approval of the Council.
- 19.2 Any policy regarding expenses of Directors (and alternate Directors) shall be determined by the Council.

PART 3 - SHARES AND DISTRIBUTIONS

SHARES

20 APPOINTMENT OF SHAREHOLDERS

- 20.1 The subscribers to the Memorandum are the first Shareholders.
- 20.2 No person shall be admitted as a Shareholder unless they are approved unanimously by the Shareholders.
- 20.3 The Directors must keep a register of names and addresses of the Shareholders.

21 LIABILITY OF SHAREHOLDERS

The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them.

22 ALL SHARES TO BE FULLY PAID UP

- 22.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

22.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's Memorandum.

23 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

23.1 Subject to the Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution.

23.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

24 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the Holder's absolute ownership of it and all the rights attaching to it.

25 SHARE CERTIFICATES

25.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.

25.2 Every certificate must specify:

25.2.1 in respect of how many Shares, of what class, it is issued;

25.2.2 the nominal value of those Shares;

25.2.3 that the Shares are fully paid; and

25.2.4 any distinguishing numbers assigned to them.

25.3 No certificate may be issued in respect of Shares of more than one class.

25.4 If more than one person holds a Share, only one certificate may be issued in respect of it.

25.5 Certificates must be executed in accordance with the Companies Act 2006.

26 REPLACEMENT SHARE CERTIFICATES

26.1 If a certificate issued in respect of a Shareholder's Shares is:

26.1.1 damaged or defaced; or

26.1.2 said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

26.2 A Shareholder exercising the right to be issued with such a replacement certificate:

26.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

26.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

26.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

27 SHARE TRANSFERS

27.1 Shares may be transferred by means of an Instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.

27.2 No fee may be charged for registering any Instrument of transfer or other Document relating to or affecting the title to any Share.

27.3 The Company may retain any Instrument of transfer which is registered.

27.4 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.

27.5 The Directors may refuse to register the transfer of a Share, and if they do so, the Instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

28 TRANSMISSION OF SHARES

28.1 If title to a Share passes to a Transmittree, the Company may only recognise the Transmittree as having any title to that Share.

28.2 A Transmittree who produces such evidence of entitlement to Shares as the Directors may properly require:

28.2.1 may, subject to the Articles, choose either to become the Holder of those Shares or to have them transferred to another person; and

28.2.2 subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had.

28.3 However, Transmittrees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the Holder's death or bankruptcy or otherwise, unless they become the holders of those Shares.

29 EXERCISE OF TRANSMITTEES' RIGHTS

29.1 Transmittrees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.

29.2 If the Transmittree wishes to have a Share transferred to another person, the Transmittree must execute an Instrument of transfer in respect of it.

29.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmittree has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

30 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a Shareholder in respect of Shares and a Transmittree is entitled to those Shares, the Transmittree is bound by the notice if it was given to the Shareholder before the Transmittree's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

31 PROCEDURE FOR DECLARING DIVIDENDS

- 31.1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.
- 31.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 31.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 31.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 31.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 31.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 31.7 If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

32 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 32.1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
- 32.1.1 transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;
- 32.1.2 sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Holder of the Share), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;
- 32.1.3 sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in writing or as the Directors may otherwise decide; or
- 32.1.4 any other means of payment as the Directors agree with the Distribution Recipient either in writing or by such other means as the Directors decide.
- 32.2 In the Articles, the **Distribution Recipient** means, in respect of a Share in respect of which a dividend or other sum is payable:
- 32.2.1 the Holder of the Share; or
- 32.2.2 if the Share has two or more joint holders, whichever of them is named first in the register of members; or
- 32.2.3 if the Holder is no longer entitled to the Share by reason of death or bankruptcy; or
- 32.2.4 otherwise by operation of law, the Transmitter.

33 NO INTEREST ON DISTRIBUTIONS

- 33.1 The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:
- 33.1.1 the terms on which the Share was issued; or
 - 33.1.2 the provisions of another agreement between the Holder of that Share and the Company.

34 UNCLAIMED DISTRIBUTIONS

- 34.1 All dividends or other sums which are:
- 34.1.1 payable in respect of Shares; and
 - 34.1.2 unclaimed after having been declared or become payable,
- may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.
- 34.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 34.3 If:
- 34.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and
 - 34.3.2 the Distribution Recipient has not claimed it,
- the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

35 NON-CASH DISTRIBUTIONS

- 35.1 Subject to the terms of issue of the Share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any Company).
- 35.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- 35.2.1 fixing the value of any assets;
 - 35.2.2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and
 - 35.2.3 vesting any assets in trustees.

36 WAIVER OF DISTRIBUTIONS

- 36.1 Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:
- 36.1.1 the Share has more than one Holder; or
 - 36.1.2 more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share.

CAPITALISATION OF PROFITS

37 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

37.1 Subject to these Articles, the Directors may, if they are so authorised by an ordinary resolution:

37.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

37.1.2 appropriate any sum which they so decide to capitalise (a **capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **persons entitled**) and in the same proportions.

37.2 Capitalised sums must be applied:

37.2.1 on behalf of the persons entitled; and

37.2.2 in the same proportions as a dividend would have been distributed to them.

37.3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

37.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

37.5 Subject to these Articles, the Directors may:

37.5.1 apply capitalised sums in accordance with Articles 37.3 and 37.4 partly in one way and partly in another;

37.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and

37.5.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article.

PART 4 - DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

38 GENERAL MEETINGS

38.1 The Council and the person admitted as a Shareholder in accordance with these Articles shall appoint and may remove or replace, a Council Representative and a Shareholder representative (as the case may be), in each case by notice in writing to the Company, in accordance with section 323 of the Companies Act 2006, to act as the representative of the Council or the Shareholder in accordance with these Articles.

- 38.2 Notice of a general meeting shall be given in Hard Copy Form, in Electronic Form or by means of a website, provided that the Company complies with any requirements relating to the giving of notice under the Companies Act 2006.
- 38.3 Notice of a general meeting shall be sent to the Council Representative, the Shareholder, every Director and any other person required by law to be sent such notice.
- 38.4 Notice of a general meeting shall:
- 38.4.1 state the time, date and place of the meeting;
 - 38.4.2 specify the general nature of the business to be dealt with at the meeting and set out the text of any special resolution to be voted upon at the meeting; and
 - 38.4.3 be accompanied by a proxy form;
- notice of a general meeting need not be in writing.
- 38.5 The accidental omission to give notice of a general meeting to, or the non-receipt of notice by, any person entitled to receive the notice; or a technical defect in the timing or manner of giving such notice of which the Directors are unaware shall not invalidate the proceedings of that meeting.

39 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 39.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 39.2 A person is able to exercise the right to vote at a general meeting when:
- 39.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 39.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 39.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 39.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 39.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

40 QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the Chair of the Meeting is to be transacted at a general meeting unless an authorised representative of each Shareholder (or in the case of the Council a member of the Shareholder Board) is present.

41 CHAIRING GENERAL MEETINGS

- 41.1 The Chair shall chair general meetings if present and willing to do so.
- 41.2 If the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

- 41.2.1 the Directors present; or
- 41.2.2 (if no Directors are present) the meeting,

must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chair of the meeting must be the first business of the meeting.

41.3 The person chairing a meeting in accordance with this Article is referred to as the **Chair of the Meeting**.

42 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

42.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.

42.2 The Chairman of the meeting may permit other persons who are not:

- 42.2.1 Shareholders; or
- 42.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings, to attend and speak at a general meeting.

43 ADJOURNMENT

43.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the meeting must adjourn it.

43.2 The Chair of the meeting may adjourn a general meeting at which a quorum is present if:

- 43.2.1 the meeting consents to an adjournment; or
- 43.2.2 it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

43.3 The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

43.4 When adjourning a general meeting, the Chair of the meeting must:

- 43.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
- 43.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

43.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- 43.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
- 43.5.2 containing the same information which such notice is required to contain.

43.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

44 VOTING: GENERAL

- 44.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

45 ERRORS AND DISPUTES

- 45.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 45.2 Any such objection must be referred to the Chairman of the meeting, whose decision is final.

46 POLL VOTES

- 46.1 A poll on a resolution may be demanded:
- 46.1.1 in advance of the general meeting where it is to be put to the vote, or
 - 46.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 46.2 A poll may be demanded by:
- 46.2.1 the Chairman of the meeting;
 - 46.2.2 the Directors;
 - 46.2.3 two or more persons having the right to vote on the resolution; or
 - 46.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.
- 46.3 A demand for a poll may be withdrawn if:
- 46.3.1 the poll has not yet been taken; and
 - 46.3.2 the Chairman of the meeting consents to the withdrawal.
- 46.4 Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

47 CONTENT OF PROXY NOTICES

- 47.1 Proxies may only validly be appointed by a notice in writing (a **Proxy Notice**) which:
- 47.1.1 states the name and address of the Shareholder appointing the proxy;
 - 47.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
 - 47.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 47.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

- 47.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 47.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 47.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 47.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 47.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

48 DELIVERY OF PROXY NOTICES

- 48.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 48.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 48.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 48.4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

49 AMENDMENTS TO RESOLUTIONS

- 49.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 49.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the meeting may determine); and
 - 49.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 49.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 49.2.1 the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 49.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 49.3 If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.

PART 5 - ADMINISTRATIVE ARRANGEMENTS

50 MEANS OF COMMUNICATION TO BE USED

- 50.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 50.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 50.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

51 COMPANY SEALS

- 51.1 Any common seal may only be used by the authority of the Directors.
- 51.2 The Directors may decide by what means and in what form any common seal is to be used.
- 51.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a Document, the Document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 51.4 For the purposes of this Article, an authorised person is:
- 51.4.1 any Director;
 - 51.4.2 the company secretary (if any); or
 - 51.4.3 any person authorised by the Directors for the purpose of signing Documents to which the common seal is applied.

52 RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

- 52.1 The Shareholders and their authorised representatives or the Council Representative (in the case of the Council) shall have the right on giving to the Company reasonable advance notice, during normal business hours to inspect the books and records of the Company.

53 APPOINTMENT OF COMPANY SECRETARY

The Council may appoint (and remove) the company secretary by notice in writing to the Company.

54 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

55 INDEMNITY

- 55.1 Subject to Article 55.2, a relevant Director of the Company or an associated Company may be indemnified out of the Company's assets against:

- 55.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company;
 - 55.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
 - 55.1.3 any other liability incurred by that Director as an officer of the Company or an associated Company.
- 55.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 55.3 In this Article:
- 55.3.1 companies are **associated** if one is a Subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 55.3.2 a **relevant Director** means any Director or former Director of the Company or an associated Company.

56 INSURANCE

- 56.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.
- 56.2 In this Article:
- 56.2.1 a **relevant Director** means any Director or former Director of the Company or an associated Company;
 - 56.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated Company or any pension fund or employees' share scheme of the Company or associated Company; and
 - 56.2.3 companies are **associated** if one is a Subsidiary of the other or both are subsidiaries of the same body corporate.

Dated

2016

**WEST LINDSEY DISTRICT COUNCIL
SURESTAFF LINCS. LIMITED
WLDC STAFFING SERVICES LIMITED**

SOLE SHAREHOLDER'S AGREEMENT

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PARTIES

- (1) **WEST LINDSEY DISTRICT COUNCIL**, of Guildhall, Marshall's Yard, Gainsborough, Lincolnshire DN21 2NA (**Council**)
- (2) **SURESTAFF LINCS. LIMITED** (company number 06476932) whose registered office is at Guildhall, Marshall's Yard, Gainsborough, Lincolnshire DN21 2NA (**SSL**)
- (3) **WLDC STAFFING SERVICES LIMITED** (company number 10276205) whose registered office is at Guildhall, Marshall's Yard, Gainsborough, Lincolnshire, DN21 2NA (**WLDCSSL**)

BACKGROUND

- (A) As at the date of this Agreement, the Council is the sole member of SSL and WLDCSSL. It is envisaged that at some point the Council will incorporate a group holding company (**Group HoldCo**) transfer the shares it holds in each of SSL and WLDCSSL in exchange for shares in Group HoldCo. The Group HoldCo will be required (prior to that share exchange) to enter a Deed of Adherence.
- (B) At the date on which SSL and WLDCSSL enter into this Agreement, it is intended that SSL is a Trade Company and WLDCSSL is a Teckal Company.
- (C) In relation to each Teckal Company from time to time and for the purposes of compliance with the Teckal control test as defined in Regulation 12(3) of the Public Contracts Regulations 2015, it is intended that the Council shall exercise a decisive influence over both the strategic objectives and the significant decisions of that Teckal Company.
- (D) In relation to each Trade Company from time to time, pursuant to section 95 of the Local Government Act 2003, the Secretary of State may by order authorise best value authorities (as defined in the Local Government Act 1999) to do for a commercial purpose anything which they are authorised to do for the purpose of carrying on any of their ordinary functions. The Secretary of State has by way of the Local Government (Best Value Authorities (Power to Trade) England) Order 2009 so authorised the Council.
- (E) The parties have entered into this Agreement (i) to regulate the manner in which Group Holdco carries out Group Holdco Business, and each Teckal Company and Trade Company carries out its Teckal Company Business or Trade Company Business (as the case may be) and (ii) to ensure that the Council retains decisive influence over both the strategic objectives and significant decisions of Group Holdco and each Teckal Company.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

In this Agreement:

Accounting Reference Date means 31 March

Articles means the articles of association of any party to this Agreement other than the Council, where such party is a company (as defined in section 1.1(1) of the Companies Act 2006)

Boards means the Group Holdco Board, each Teckal Company Board and each Trade Company Board (and **Board** means any one of them)

Business Day means a day (other than a Saturday, a Sunday or a public holiday in the United Kingdom) on which banks in the United Kingdom are ordinarily open to effect transactions of the kind contemplated in this Agreement and, if a payment is to be made in euros, on which such payment system as the Council chooses is operating for the transfer of funds for the same day value

Business Plan means the operational business plan and budget of a Company as adopted in accordance with clause 2 from time to time

Companies means Group Holdco, the Teckal Companies and the Trade Companies and **Company** means any one of them

CEDR means the Centre for Effective Dispute Resolution

Confidential Information means, in relation to a person, all technical, commercial, financial or other information of whatever nature relating to that person's business, products, developments, services, trade secrets, know-how, personnel, supplies or historic current or potential customers, whether or not designated as confidential and whether disclosed orally, pictorially, in writing, by demonstration, by viewing, in machine readable form or by any other means

Consolidated Business Plan means the operational business plan and budget of Group Holdco which incorporates the Business Plans of each Company

Council Directors means the Directors appointed to a Company by the Council in accordance with that Company's Articles

Council Representative means the person nominated by the Council from time to time to act as or as its authorised representative which shall be determined by the Council in accordance with its constitution from time to time and notified to each Company in writing

Deed of Adherence means a deed in the form or substantially in the form set out in Schedule 3

Directors means the Group Holdco Directors, the Teckal Company Directors (in relation to a Teckal Company) and the Trade Company Directors (in relation to a Trade Company) and **Director** means any one of them

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

Encumbrance means:

- (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person; or
- (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set-off or made subject to a combination of accounts so as to effect payment of sums owed or payable to any person; or
- (c) any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect

Financial Year means each accounting reference period of 12 months ending on the Accounting Reference Date other than:

- (a) in relation to SSL, for which the first accounting reference period shall run on and from the current financial year end to and including the Accounting Reference Date in the calendar year following the date of the Agreement;
- (b) in relation to WLDCSSL for which the first accounting reference period shall run on and from the date of incorporation of the relevant Company to and including the Accounting Reference Date in the calendar year following the date of this Agreement; and

- (c) in relation to any Company incorporated after the date of this Agreement, for which the first accounting reference period of the relevant Company shall run on and from the date of incorporation of the relevant Company to and including the Accounting Reference Date in the following calendar year

or such longer or shorter period as the Shareholder Board, subject to clause 4.1, shall from time to time determine

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

Group Holdco Board means the Group Holdco Directors or such of them as are present at a duly convened and quorate meeting of the Group Holdco Directors

Group Holdco Business has the meaning given in clause 2.1

Group Holdco Director means a director of Group Holdco and includes any person occupying the position of director of Group Holdco, by whatever name called

Intellectual Property means present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights

Law means:

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

in each case in force in the United Kingdom

Prohibited Act means any of the following acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;

- (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or
- (iv) defrauding, attempting to defraud or conspiring to defraud the Council

Reserved Matters means the matters specified in Schedule 1

S.151 Officer means the Council's Chief Financial Officer with responsibilities under the section 151 of the Local Government Act 1972 and/or any deputy officer authorised to carry out the Chief Financial Officer's functions under the Council's constitution.

Teckal means the codified rule of EU procurement law as set out within Directive 2014/24/EU and Regulation 12 of the Public Contracts Regulations 2015, deriving from the Teckal case (*Teckal Srl v Comune de Viano and Azienda Gas-Acqua Consorziale (AGAC) di Reggio Emilia (C-107/98)* [1999] ECR I-8121) pursuant to which the requirement for open advertisement and tendering for public contracts in accordance with the Public Contracts Regulations 2015 does not apply

Teckal Company means any direct or indirect subsidiary of the Council which is a Teckal-compliant body

Teckal Company Board means, in relation to a Teckal Company, its Directors or such of them as are present at a duly convened and quorate meeting of its Directors

Teckal Company Business has the meaning given in clause 2.2

Teckal Company Director means a director of a Teckal Company and includes any person occupying the position of director of a Teckal Company, by whatever name called

Trade Company means any direct or indirect subsidiary of the Council which is not a Teckal Company

Trade Company Board means, in relation to a Trade Company, its Directors or such of them as are present at a duly convened and quorate meeting of its Directors

Trade Company Business has the meaning given in clause 2.4

Trade Company Director means a director of a Trade Company and includes any person occupying the position of director of a Trade Company, by whatever name called

Working Hours means 9.00 a.m. to 5.00 p.m. on a Business Day

1.2 In this Agreement:

1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement;

1.2.2 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Agreement and a reference to a paragraph is to a paragraph of the relevant Schedule;

1.2.3 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;

1.2.4 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

- 1.2.5 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.6 a reference to a **party** or the **parties** are to a party or the parties to this Agreement from time to time and any person who agrees to be bound by the provisions of this Agreement from time to time by executing a Deed of Adherence but, for the avoidance of doubt, shall not refer to any person who has ceased to have any obligations under this Agreement from time to time. A reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- 1.2.7 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.9 a reference to **writing** or **written** includes email but not fax;
- 1.2.10 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.11 any requirement upon the Council or Group Holdco to procure a particular matter or thing does or does not occur in relation to a Company shall be deemed to include an obligation to exercise its powers as a member of Group Holdco or the relevant Company (so far as the same is lawful and reasonable) to seek to ensure that the particular matter or thing occurs or does not occur (as the case may be);
- 1.2.12 a reference to **this Agreement** (or any provision of it) or to any other agreement or document referred to in this Agreement is a reference to this Agreement, that provision or such other agreement or document as varied, amended or supplemented (in each case, other than in breach of the provisions of this Agreement) from time to time;
- 1.2.13 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.14 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- 1.2.15 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it;
- 1.2.16 references to a **month** shall be construed as a reference to a period starting on one day in a calendar month and ending on the day immediately preceding the numerically corresponding day in the next calendar month or, if there is no numerically corresponding day in the next calendar month, the last day in the next calendar month; and
- 1.2.17 the expressions **body corporate, holding company, subsidiary, parent undertaking, subsidiary undertaking** and **parent company** shall have the respective meanings given in the Companies Act 2006, and, for the purposes of sections 1159(1) and 1162(2)(b) and (d) of that Act, a company or undertaking (the **first person**) shall be treated as a member of another company or undertaking if:
- (a) any of the first person's subsidiaries or subsidiary undertakings is a member of that other company or undertaking; or

- (b) any shares or capital interests in that other company or undertaking are held by a person acting on behalf of the first person or any of its subsidiaries or subsidiary undertakings; or
- (c) any shares or capital interests in that other company or undertaking are registered in the name of a person (or its nominee) by way of security or in connection with the granting of security over those shares or capital interests by the first person.

In the case of a limited liability partnership which is (or might constitute) a subsidiary or subsidiary undertaking of a company or another limited liability partnership, sections 1159 and 1162 of the Companies Act 2006 shall be amended so that:

- (i) references in sections 1159(1)(a) and (c) and 1162(2)(a) and (d) to "voting rights" are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
- (ii) references in sections 1159(1)(b) and 1162(2)(b) to the "right to appoint or remove a majority of its board of directors" is to the right: (i) to appoint or remove a majority of the directors (or equivalent) of that limited liability partnership; or (ii) if no such directors (or equivalent) exist by virtue of the constitution of that limited liability partnership, members holding a majority of the voting rights,

and unless the context otherwise requires, the application of the definitions of body corporate, holding company, subsidiary, parent undertaking, subsidiary undertaking and parent company shall apply as to the relevant company or undertaking as it is at that time.

1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

2 THE BUSINESSES AND BUSINESS PLANNING

2.1 The **Group Holdco Business** shall be to act as a holding company of each Teckal Company and Trade Company. Group Holdco shall not exercise any rights it may have as a shareholder of any Teckal Company otherwise than as directed by the Council.

2.2 **Teckal Company Business**, in relation to a Teckal Company, shall be to:

- 2.2.1 provide services to the Council and other legal persons controlled by the Council (within the meaning of regulation 12 of the Public Contracts Regulations 2015) in accordance with its Business Plan and the Consolidated Business Plan then in force and on terms agreed between the Teckal Company and the Council;
- 2.2.2 provide services to any person not otherwise covered by clause 2.2.1 in accordance with its Business Plan and the Consolidated Business Plan then in force and on terms agreed between the Teckal Company and that person; and
- 2.2.3 provide such other services as the Council may from time to time determine and on terms agreed between the Teckal Company and the relevant counterparty/ies.

2.3 The Group Holdco Business (in each case, to the extent it ultimately relates to Teckal Company Business) and the relevant Teckal Company Business shall be pursued, and the relevant Teckal Company shall be governed, in a manner which ensures that the relevant Teckal Company:

- 2.3.1 is and remains controlled (both by way of ultimate membership of the Teckal Company and decisive influence over both its strategic objectives and significant decisions) by the Council;

- 2.3.2 carries out the essential part of its activities for the Council and other legal persons controlled by the Council;
- 2.3.3 carries out those activities in furtherance of the Council's public service tasks; and
- 2.3.4 is not market orientated.

2.4 **Trade Company Business**, in relation to a Trade Company, shall be to:

- 2.4.1 provide services to the Council in accordance with its Business Plan and the Consolidated Business Plan then in force and on terms agreed between the Trade Company and the Council;
- 2.4.2 provide services to any person not otherwise covered by clause 2.4.1 in accordance with its Business Plan and the Consolidated Business Plan then in force and on terms agreed between the Trade Company and that person; and
- 2.4.3 provide such other services as the Council may from time to time determine and on terms agreed between the Trade Company and the relevant counterparty/ies.

2.5 Each Company shall prepare in respect of each Financial Year a Business Plan to include such content as the Council may require from time to time and notify to the Company in writing.

2.6 Each Company's Business Plan for a given Financial Year shall be:

- 2.6.1 prepared by that Company in accordance with the timetable agreed under the relevant governance arrangements of that Company from time to time; and
- 2.6.2 considered and, if though fit, approved by the Council (unless the Council delegates the ability to approve a Company's Business Plan to Group Holdco).

2.7 Group Holdco shall prepare in respect of each Financial Year a Consolidated Business Plan which shall include the Business Plan of each Company as drafted in accordance with clause 2.5 and approved in accordance with clause 2.6, together with any other content required by the Council from time to time and notified to the Company in writing.

2.8 The Consolidated Business Plan for a given Financial Year shall be:

- 2.8.1 prepared by Group Holdco in accordance with the timetable approved by the Council from time to time; and
- 2.8.2 considered and, if thought fit, approved by the Council.

2.9 The parties agree to work both together and with any third parties where required in good faith, to procure that each Business Plan is prepared and approved in accordance with clause 2 and that the business of each Company is carried out to interface as seamlessly as possible with the operations and services of the Council.

2.10 If at any time there is a requirement for a corporate vehicle to be established other than a private company limited by shares, such as a private company limited by guarantee or a limited liability partnership, the Council intends that such vehicle shall be governed as far as possible in the manner in which a Company is governed, subject always to any necessary changes to reflect the Law relating to such alternative vehicle.

3 COUNCIL'S ROLE AS ULTIMATE SHAREHOLDER

3.1 The Council will monitor and control the business and operations of each Company.

3.2 The Council:

- 3.2.1 shall, upon request, have unlimited, unrestricted and prompt access to any Company information and documents;
- 3.2.2 will not be a part of any Board;
- 3.2.3 will not usurp the functions of any Board but will monitor the activities of each Company to ensure that they are acceptable and accountable to the Council as ultimate owner of each Company; and
- 3.2.4 may, in addition to those matters requiring Council consent pursuant to clause 4:
 - (a) make recommendations from time to time to any Board; and/or
 - (b) give directions by notice in writing from time to time to any Board.
- 3.3 Any notice to or from the Council shall be sent to or from the Council Representative. Where a consent or approval is expressed in this Agreement to be required of the Council, it shall be given by the Council Representative. Such consent or approval shall be given in writing in advance of the decision or matter requiring consent or approval and the Council shall use its reasonable endeavours to communicate any such decision, consent or approval (including any decision not to give consent or approval) to the Company within a period of 30 days from receipt of the requests provided that the Council shall not be deemed to have made a decision or given its consent or approval by virtue of the fact that it has not communicated the same within that time limit. Where the Company requires the Council to make any decision or provide any consent or approval, the Company shall provide such material information as the Council may require to enable it to consider the decision, consent or approval in question.
- 3.4 Once a consent or approval is given in accordance with clause 3.3 then, to the extent a special or an ordinary resolution is required pursuant to the Companies Act 2006 or otherwise, the relevant Company shall prepare and circulate to its member a draft resolution for consideration and, if thought fit, approval by that member. The Company's member shall approve any resolution which is in line with a consent or approval of the Council.
- 3.5 Each Company shall ensure that the Board chair and and/or any employees of each Company as requested by the Council shall attend such meetings or parts of meeting(s) of the Council as the Council may require and shall answer questions put by the Council and provide information regarding the activities of each Company as reasonably requested.

4 DECISION-MAKING

- 4.1 Except as set out in clause 4.2, insofar as a matter is a Reserved Matter relating to a Company, the Company shall not make any decision in relation to, or undertake, that Reserved Matter except with the prior written consent of the Council and such consent shall be sought with the intention to facilitate decisions being given by the Council as quickly as reasonably practicable.
- 4.2 Clause 4.1 shall not apply in connection with any decision or action relating to a Reserved Matter:
 - 4.2.1 approved in the Consolidated Business Plan then in force;
 - 4.2.2 which has been properly delegated in accordance with this Agreement to a particular Board or person; or
 - 4.2.3 to the extent the same decision has been taken by the Council in accordance with an agreement between the Council and the relevant Company,

and in those circumstances only, any reference in this Agreement to the approval of the Council (or similar wording) shall be amended so that it is a reference to the approval of the relevant Board or the approval of that other person, as the case may be.

- 4.3 Any variation to the list of Reserved Matters must be approved by the Council in writing. For the avoidance of doubt, the Reserved Matters may be varied and/or replaced in part or entirely, by the Council at its absolute discretion.
- 4.4 If any agreement between the Council and a Company is validly varied in accordance with its terms, the relevant sections of the Consolidated Business Plan shall be deemed amended on and with effect from the date of the variation of the agreement to the extent (but only to the extent) such amendment is necessary to ensure that the Consolidated Business Plan is fully consistent, and does not conflict, with the terms of that agreement.
- 4.5 With the exception of the Reserved Matters:
- 4.5.1 the Group Holdco Business and all affairs of Group Holdco shall be managed by the Group Holdco Board;
 - 4.5.2 each Teckal Company Business and all affairs of each Teckal Company shall be managed by the respective Board of each Teckal Company Board; and
 - 4.5.3 each Trade Company Business and all affairs of each Trade Company shall be managed by the relevant Trade Company Board.

To that end and with the exception of the Reserved Matters, the relevant Board shall have full and complete authority, power and discretion to direct, manage and control the Group Holdco Business, or the relevant Teckal Company Business or Trade Company Business (as the case may be) and the affairs and properties of that Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incidental to the management of the Group Holdco Business, or the relevant Teckal Company Business or Trade Company Business (as the case may be).

- 4.6 The Council and Group Holdco shall procure that each Company, and, in so far as it may legally do so, each Company, agrees that it, shall:
- 4.6.1 carry on and conduct its business and affairs in accordance with:
 - (a) the Consolidated Business Plan then in force;
 - (b) its Business Plan then in force;
 - (c) its Articles;
 - (d) all laws relating to companies as amended from time to time;
 - (e) sound governance and good business practice; and
 - (f) in a proper and efficient manner, for its own benefit; and
 - 4.6.2 use all reasonable endeavours to obtain and, if necessary, maintain in full force and effect all licences (including statutory licences), consents and authorities necessary to own and operate its assets and to carry on its business properly and effectively and in accordance with the Consolidated Business Plan and Business Plan then in force.

5 BOARDS

- 5.1 The Board of each Company shall be composed of such persons and shall conduct their dealings in accordance with their Articles and this Agreement provided that the Council may by notice in writing nominate any person as a Director and, if so nominated, the relevant Company shall appoint the nominee as a Director.

- 5.2 Each Company shall review its Board every year to ensure that the composition and membership of the Board is such that it has the ability to sufficiently understand the Company's obligations and make sufficiently robust decisions in relation to those obligations.
- 5.3 On the nomination of a Director to the Board of a Company (whether by the Council or otherwise), the Board of that Company shall issue to that person the Letter of Appointment of a Nominated Director in the form or substantially in the form contained in Schedule 2 together with a summary of a Director's duties in relation to the Company.
- 5.4 The Council Representative shall have the right to attend (but not vote at) any Board meetings and receive papers in relation to such meetings at the same time as those papers are given to the Directors.
- 5.5 The Council may from time to time direct a Company by notice in writing to establish one or more committees of the Board of that Company for particular purposes and may also from time to time direct a Company by notice in writing to terminate the existence of such a committee.

6 POLICIES AND PROCEDURES

- 6.1 In respect of policies and procedures of each Company (**Policies and Procedures**):
- 6.1.1 each Company shall adopt necessary Policies and Procedures that enable it to act legally, efficiently and appropriately as a wholly owned subsidiary of a local authority. In the absence of any such Policies and Procedures, each Company shall adopt the relevant Policies and Procedures of the Council as the case may be;
- 6.1.2 Policies and Procedures shall be approved by the respective Company's Board;
- 6.1.3 the Policies and Procedures shall be subject to an internal audit and audit by the Council when requested by the Council.
- 6.2 The employment terms and conditions of a Company shall be approved by its Board. The Board shall not implement such terms without prior written approval from the Council.
- 6.3 The Board shall adopt and apply an agreed policy as to how conflicts of interest are to be dealt with both in recruitment and in carrying out its Teckal Company Business or Trade Company Business (as the case may be). This agreed policy shall be approved by the Council for use by the Company and may thereafter be revised as required by the Council. Any such revisions shall be implemented by the Board.
- 6.4 Each Company specifically confirms that no arrangement or contract has already been entered into which would require the approval of the Council under this Agreement if it were entered into after the date on which it becomes a party to this Agreement.

7 PROVISION OF INFORMATION

- 7.1 The Council may from time to time specify by notice in writing a Company's proposed obligations in respect of the provision of information.
- 7.2 If no notice is given to a Company pursuant to clause 7.1 then:
- 7.2.1 before 5pm on the 28th day after the end of each half year, that Company shall deliver to the Council or such other officer of the Council nominated by the Council in writing and notified to the Company (which may be for subsequent formal presentation to the Council):
- (a) a balance sheet (based on trial balance without timing adjustments such as accruals and prepayments) for the Company as at close of business on the last

day of the month of the half year just ended (including comparatives from previous month);

- (b) a profit and loss account (based on trial balance i.e. excluding timing adjustments) for the Company covering the period from the start of the Financial Year to the end of the month of the half year just ended;
- (c) a statement of cash flow for the Company covering the period from the start of the Financial Year to the end of the month of the half year just ended;
- (d) forecast profit and loss account for the Company for the period to the end of the current Financial Year on an accruals basis;
- (e) an assurance statement from a Director of the Company that all core account reconciliations have been carried out, with exceptions listed if necessary; and

7.2.2 before 5pm on the 28th day after the end of each half year, the Company shall deliver to the Council or such other officer of the Council nominated by the Council in writing and notified to the Company (which may be for subsequent formal presentation to the Council) a report setting out in respect of that half year such financial monitoring information as the Council may reasonably specify which shall include the following:

- (a) for each business division, profit and loss performance against Business Plan and Business Plan targets;
- (b) a completed proforma setting out in respect of that half year such other monitoring information as the Council may specify but to include the following:
 - (i) a complete list of contracts for new business where the aggregate annual value is greater than any threshold set in respect of the Council's own contracts from time to time, which were entered into during that half year with details of subject matter of the contract, parties to the contract, duration and estimated total value of the contract;
 - (ii) a note of all timed out freedom of information requests and reasons;
 - (iii) without prejudice to clause 7.7 below, a note of all matters in respect of which legal action (potential or actual) has been commenced by or against the Company and an update on ongoing legal action; and
 - (iv) if required by the Council (by further notice in writing to the Company), a record of all invoices where the aggregate monthly value is greater than any threshold set in respect of the Council's own invoices, to an officer nominated by the Council in order to publish details on the Council's website in accordance with the Council's required timescales.

7.3 The following shall apply in respect of the information provided under clauses 7.2 above:

7.3.1 the information shall have been provided and certified as accurate and complete by an executive Director (or if none exists, any Director);

7.3.2 the Company shall respond promptly to all reasonable requests from the Council for clarification of any parts of the information and shall forthwith upon such request supply any additional information and/or evidence that the Council may in its absolute discretion require to satisfy itself as to the financial and trading position of the Company; and

7.3.3 all such information and/or evidence (whether supplied originally or upon request) shall be supplied in such format or formats as the Council may in its absolute discretion consider is most appropriate for its purposes.

- 7.4 Each Company shall deliver to the Council Representative in writing the annual accounts of that Company, audited if that is a requirement, as soon as practicable and at the latest by six months after the end of the relevant Financial Year.
- 7.5 Each Company agrees that it shall give notice of any Directors' meeting to the Council Representative at the same time as it gives notice to the Directors.
- 7.6 Without prejudice to the above, each Company shall within 10 Business Days after any decision made by or meeting of the Directors send to the Council a copy of the minutes of that meeting and/or of that decision (as the case may be).
- 7.7 The Company shall immediately notify the Council of any legal action (potential, threatened or actual) of which it becomes aware which has been commenced by or against each Company.

8 AUDIT AND FRAUD

- 8.1 Where the Council discharges a Company's internal audit function, clauses 8.4, 8.5 and 8.7 shall not apply but other provisions in this clause 8 shall remain in force. For the avoidance of doubt, where the Council does not discharge the Company's internal audit function this entire clause 8 shall apply.
- 8.2 References in this clause to a Company's **Designated Person** are to any of that Company's Directors or any other person designated by the Company to act on behalf of the Company in respect of its audit and fraud obligations pursuant to this clause.
- 8.3 Without prejudice to the foregoing, no external auditors shall be appointed whose appointment at that time has not been approved in advance by the Council. If at any time the Council informs a Company that the S.151 Officer in his absolute discretion considers the current external auditors of the Company to be no longer appropriate, the Company shall without delay call a general meeting of the Company or otherwise circulate a resolution in writing to appoint replacement auditors approved by the S.151 Officer.
- 8.4 The Company shall afford the Council's internal audit function (and/or any external audit firm appointed by the Council to investigate on its behalf) during Working Hours (except in the event of an emergency, in which case access can be at any time) immediate and full access to all information regarding the activities and finances of the Company whenever (at the absolute discretion of the S.151 Officer) this shall be required and the Company shall ensure that all Directors, and all employees, contractors and/or agents of the Company shall provide all explanations required by the persons investigating on the Council's behalf. This may include requests to obtain regular downloads of system data used to perform data analysis in line with the Council's audit strategy and plan. This access shall normally be expected to be required during Working Hours but the Council may in its absolute discretion require access to be given outside Working Hours if in the opinion of the Council this is reasonably necessary and/or appropriate.
- 8.5 Each Company shall comply with all material provisions of appropriate codes including public sector internal audit standards with a declaration accompanying the annual audit opinion.
- 8.6 A Company's Designated Person shall before the start of each Financial Year provide to the Board of that Company the Company's proposed audit plan.
- 8.7 If requested by the Council from time to time by notice in writing to a Company, that Company's Designated Person shall provide audit files at random on request by the Council for review and for determining whether reliance can be placed on its conclusions. If the Council is not satisfied that the Council can place reliance on the Company's internal audit work, then the Council may commission additional audits in order to obtain the necessary assurance. The Company shall provide all information and explanations required in order for the Council's auditors to undertake this work.
- 8.8 If requested by the Council from time to time by notice in writing to a Company, that Company's Designated Person shall provide an annual audit opinion, accompanied by a report supporting that opinion, in relation to the adequacy and effectiveness of the Company's governance, risk

management arrangements and system of internal controls in accordance with the Council's defined assurance levels.

- 8.9 Each Board shall prepare an annual statement regarding internal audit and controls, which shall include a summary of the work done by each Company's internal audit function, the controls and good governance practice adopted in the period covered by the statement, the terms of reference for the Board and any committees of the Board, and such other or additional information as the Council may require in writing from time to time.
- 8.10 The documents referred to in clauses 8.8 and 8.9 shall be provided to the S.151 Officer within 3 months of the end of the Financial Year.
- 8.11 If requested by the Council from time to time by notice in writing to a Company, that Company's Designated Person shall include the Council in the distribution of its assurance and advisory reports. The Company's Designated Person shall present periodic progress reports to the Company's Board including summaries of audits undertaken during the period in question.
- 8.12 Each Company shall ensure that after the Company or any of its respective Directors or employees becoming aware of any allegations of fraud potentially involving the respective Company or any of its respective Directors, employees or contractors, the respective Company shall give notice of this to the Council's Counter Fraud Manager who shall consider this on the basis of the same criteria as are used for Council investigations. The Council's Head of Internal Audit and the S.151 Officer shall determine the most appropriate response to the allegation in accordance with the Council's anti-fraud and corruption strategy.
- 8.13 Each Company shall participate in national and the Council's proactive fraud detection exercises, providing data if required to do so by the Council.

9 PREVENTION OF BRIBERY

- 9.1 Each Company:
- 9.1.1 shall not, and shall procure that any Director, officer, employee, adviser or representative of any of them shall not, in connection with this Agreement commit a Prohibited Act;
- 9.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.
- 9.2 Each Teckal Company and each Trade Company shall:
- 9.2.1 if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
- 9.2.2 within 10 Business Days of the date of this Agreement, and annually thereafter, certify to the Council in writing (such certification to be signed by an officer of such company) compliance with this clause 9 by such company and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. Such company shall provide such supporting evidence of compliance as the Council may reasonably request.
- 9.3 Each Company shall have an anti-bribery policy (which shall be disclosed to the Council) to prevent any of its Directors, officers, employees, advisers or representatives of the company from committing a Prohibited Act and shall enforce it where appropriate.

- 9.4 If any breach of clause 9.1 is suspected or known, the party in breach must notify the Council immediately.
- 9.5 If any Company notifies the Council that it suspects or knows that there may be a breach of clause 9.1, such company must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation.
- 9.6 The Council may terminate this Agreement or any other agreement with the Company concerned by written notice with immediate effect if any such Company or Director, officer, employee, adviser or representative of such Company (in all cases whether or not acting with such Company's knowledge) breaches clause 9.1.
- 9.7 Any notice of termination under clause 9.6 must specify:
- 9.7.1 the nature of the Prohibited Act;
 - 9.7.2 the identity of the party whom the Council believes has committed the Prohibited Act; and
 - 9.7.3 the date on which this Agreement shall terminate.
- 9.8 Any dispute relating to:
- 9.8.1 the interpretation of this clause 9; or
 - 9.8.2 the amount or value of any gift, consideration or commission;
- shall be determined by the Council and its decision shall be final and conclusive.
- 9.9 Any termination under clause 9.6 shall be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

10 FINANCE AND RETURNS

- 10.1 Each Teckal Company shall be funded primarily through payments received from the Council for the delivery of services to the Council and other legal persons controlled by the Council (within the meaning of regulation 12 of the Public Contracts Regulations 2015).
- 10.2 Each Trade Company shall be funded primarily through receipts from trading.
- 10.3 If any Company requires debt or grant funding, it shall endeavour to seek and obtain such funding from the Council on such terms as the Company may agree with the Council. If the Council is unable or unwilling to provide such funding, then the Company may seek third party funding.
- 10.4 Subject to the terms of the Consolidated Business Plan and the Business Plan relating to a Company, the terms of any contract between the Council or other legal person controlled by the Council (within the meaning of regulation 12 of the Public Contracts Regulations 2015) and a Teckal Company, and Law, income and receipts of that Company shall be utilised in the following order of priority:
- 10.4.1 first, in payment of amounts owed to creditors;
 - 10.4.2 second, in payment of amounts owed to senior debt providers (if any), including principal, interest accrued thereon and any other associated costs such as interest breakage costs and premature pre-payment fees (save as determined by the terms of any senior creditor agreement);
 - 10.4.3 third, in repayment of any loans made by the Council and any interest accrued thereon;
 - 10.4.4 fourth, by way of retention to the Company's reserves; and

10.4.5 fifth, to the Council by way of distribution of profit.

10.5 A distribution of profits to the Council shall require the approval of the Council:

10.5.1 where the distribution of profits is a final dividend, within 10 Business Days of the draft annual accounts for the Financial Year in question being agreed in accordance with clause 7.4; and

10.5.2 where the distribution of profits is not a final dividend, within 10 Business Days of the Board recommending the same to the Council.

An **Approved Distribution** is a distribution which has received Council approval within that time period and the date on which that approval is given shall be the **Approval Date**.

10.6 The Company shall credit an Approved Distribution to the Council within 10 Business Days of the Approval Date. Payments will be in cash, unless a distribution was expressly approved by the Council in specie.

11 PENSIONS

11.1 Each Company agrees that if it is an "Admitted Body" for the purposes of the Local Government Pension Scheme (**LGPS**), it shall provide to the LGPS's actuary promptly on demand all information reasonably required by that actuary to enable the actuary to calculate the new contribution rates.

11.2 Having been provided with any adjustments to the recommended contribution rate by the actuary the respective Company shall:

11.2.1 if an increase in contribution rate is recommended, pay the increased rates in line with the actuarial recommendation, notifying the Council on each occasion.

11.2.2 if a decrease in contribution rate is allowed, make only such decrease in payment rate as is approved by the Council.

12 CONTRACTS

12.1 Each Company shall retain a contracts register into which every contract entered into with an aggregate annual value which is greater than the threshold set on an annual basis under the Business Plan of each respective Company.

12.2 Subject to the terms of any agreement between the Council and a Company, where the Company manages contracts on behalf of the Council:

12.2.1 those contracts must be entered into by an authorised officer of the Council after an appropriate procurement and decision process fully in accordance with the Council's rules, standing orders and its Constitution where applicable;

12.2.2 those contracts shall be on standard terms approved by the Council's legal department, except that where standard terms are not appropriate then the Council's legal department shall be engaged to prepare a bespoke contract;

12.2.3 unless expressly authorised by the Council, no officer or employee of the Company shall be impliedly authorised to enter into any contract in the name of the Council or shall hold him or herself out as so authorised;

12.2.4 no contract shall be entered into by or on behalf of the Company which purports to bind the Council as principal without the prior written consent of the Council; and

12.2.5 where required, all contracts to be entered into by the Council must be submitted to the Council for it to make arrangement for their execution/signing and the decision as to

which contracts are to be entered into under seal shall rest with the Council's Director of Governance and Law in accordance with the Council's Constitution.

13 DEALINGS IN SHARES AND NEW SHAREHOLDERS

- 13.1 No Company shall create any Encumbrance over, transfer, or otherwise dispose of or give any person any rights in or over any share in its capital unless it is:
- 13.1.1 permitted under this Agreement (and in particular Schedule 1) and its Articles; and/or
 - 13.1.2 carried out in accordance with the terms of this Agreement and its Articles.
- 13.2 Admitting a person as a new shareholder or member of any Company is a Reserved Matter and shall also be subject to such person executing a Deed of Adherence. Should a Company wish to admit a new shareholder or new member, the Board of such Company must procure that Deed of Adherence is signed and the prior written consent of the Council is obtained, prior to such new shareholder or member being admitted.
- 13.3 The Council shall procure that any new Company shall execute a Deed of Adherence to this Agreement as soon as reasonably practicable following incorporation of that Company and in any event prior to it starting business operations.

14 DISPUTE RESOLUTION

- 14.1 In the event of any disagreement or dispute arising between two or more of the parties in connection with this Agreement (a **Dispute**), the parties to the Dispute shall use all reasonable endeavours to resolve the matter on an amicable basis.
- 14.2 If one party to the Dispute serves formal written notice on one or more of the others that a Dispute has arisen and the parties are unable to resolve the Dispute within a period of 20 Business Days from the service of such notice, then the Dispute shall be referred to the respective Chief Executives or Managing Directors (as the case may be) of each of the parties who shall attempt to resolve the dispute within the next following 20 Business Days. No recourse to arbitration or litigation by any party against any other under this Agreement shall take place unless and until such procedure has been followed.
- 14.3 If the Chief Executives or Managing Directors (as the case may be) of the parties are unable to resolve a Dispute within two months of such Dispute being referred to them (**Initial Consideration Date**), then a **Deadlock** shall be deemed to have arisen on the date either two months after the Initial Consideration Date or the date on which the parties agree that Deadlock has arisen, if earlier (the **Deadlock Date**). Any Deadlock shall be dealt with in accordance with clause 14.4.
- 14.4 In the event that a Deadlock has arisen, then any party shall be entitled to refer the Dispute to a third party expert who shall, unless otherwise agreed, be an independent expert with knowledge of and experience in matters relating to the subject matter of the Dispute (**Expert**). The identity of the Expert shall be agreed between the parties within ten (10) Business Days of the Deadlock Date or, failing such agreement, shall be appointed by the President from time to time of the Institute of Chartered Accountants in England and Wales or any successor thereto and the fees and expenses of the Expert in making his determination shall be borne in such proportions as the Expert shall determine.
- 14.5 The parties shall co-operate with each other and with the Expert in an attempt to resolve the Dispute and Deadlock amicably. The decision of the Expert (appointed as aforesaid) as to the Dispute or Deadlock shall (save in the case of manifest error) be final and binding on all the parties for all purposes and (subject only to their fiduciary duties as Directors) the parties and their respective appointees on the Board shall execute all such documents and do and take all such action as may be necessary or reasonably desirable to give effect to and/or implement the said decision as promptly as reasonably practicable after the date of the same being so determined. For the purposes of this clause 14, any consent required from any party to implement the decision of the Expert made in accordance with the above provisions shall be deemed to have been given.

15 TERMINATION

- 15.1 Subject to clauses 15.2 and 15.3 this Agreement may be terminated by the Council serving no less than six months' written notice on all other parties or, if termination is in respect of one Company only, six months' written notice on that Company.
- 15.2 The Council may terminate this Agreement immediately where required in accordance with any Law.
- 15.3 The Council shall, on the fifth anniversary of the date of this Agreement, or at such other times as determined by the Council, review the requirement for this Agreement.
- 15.4 Termination of this Agreement shall not affect any accrued rights or liabilities of any person or any liability or obligation arising under or pursuant to this Agreement or any other agreement or arrangement between any of the parties hereto or, except where this Agreement expressly provides to the contrary, affect the provisions of:
- 15.4.1 clause 1 (*Definitions and Interpretation*);
 - 15.4.2 this clause 15 (*Termination*);
 - 15.4.3 clause 15.7 (*Confidentiality*);
 - 15.4.4 clause 17 (*Freedom of Information*);
 - 15.4.5 clause 21 (*Assignment and Subcontracting*);
 - 15.4.6 clause 22 (*Waivers and Consents*);
 - 15.4.7 clause 23 (*Rights and Remedies*);
 - 15.4.8 clause 27 (*Notices*);
 - 15.4.9 clause 28 (*Entire Agreement*);
 - 15.4.10 clause 29 (*Variation*);
 - 15.4.11 clause 30 (*Conflict with the Articles*);
 - 15.4.12 clause 31 (*Costs and Expenses*);
 - 15.4.13 clause 32 (*Set-off*);
 - 15.4.14 clause 33 (*No Partnership or Agency*); and
 - 15.4.15 clause 34 (*Governing Law and Jurisdiction*);
- which shall continue in full force and effect after termination.
- 15.5 Where a Company is to be wound up and its assets distributed, the parties shall endeavour to ensure that:
- 15.5.1 all existing contracts of such company or companies are performed to the extent that there are sufficient resources;
 - 15.5.2 the company or companies shall not enter into any new contractual obligations;
 - 15.5.3 the company or companies is dissolved and its assets are distributed as soon as practical in accordance with clauses 15.6 or 15.7 as applicable; and

15.5.4 any other proprietary information or Intellectual Property Rights belonging to or originating from a party shall be returned to it by the other party or the company or companies and all such proprietary information or Intellectual Property Rights shall be erased from the computer systems (to the extent possible) of the company or companies and the party who is/are returning it.

15.6 Subject to clause 15.7, in the event of any Teckal Company or any Trade Company being wound up, the assets of such company remaining after payment of all debts and liabilities of such company and of all costs, charges and expenses of winding up the same, shall be distributed amongst the current shareholders or members of such company.

15.7 In the event of any Company whose business is to provide housing services to the Council is being wound up, the assets of such subsidiary remaining after payment of all debts and liabilities shall be paid or transferred to either the Council's Housing Revenue Account of the Council (as defined under the Local Government and Housing Act 1989) or the General Fund of the Council, in each case as determined by the Council.

16 CONFIDENTIALITY

16.1 Each party undertakes that they shall not at any time hereafter use or disclose (in each case except for the purpose of exercising its rights and fulfilling its obligations under this Agreement) to any person any Confidential Information of any other party which may have or may in future come to its knowledge or possession, provided that any party may share such information:

16.1.1 with its professional advisers or to those of its directors, members, officers, employees, advisers and representatives who are directly concerned with the relevant party or its business;

16.1.2 as may be required by any applicable law or by any supervisory or regulatory body with whose rules it is necessary for that party to comply;

16.1.3 in connection with any proceedings arising out of or in connection with this Agreement; or

16.1.4 once it enters the public domain otherwise than by reason of a breach of this clause 16.1.

16.2 All parties shall use its reasonable endeavours to prevent the use or disclosure of any such Confidential Information otherwise than in accordance with this clause 15.7.

16.3 Notwithstanding the restrictions in clauses 15.7, any party may use such Confidential Information for the purpose of the promotion of the Group Holdco Business, or Teckal Company Business or Trade Company Business.

16.4 Each Director shall be entitled to disclose to the Council, all information to which the Council is entitled pursuant to clause 7 from time to time.

16.5 The parties shall use their reasonable endeavours to procure that any of their officers, employees, advisers and representatives coming into receipt of such Confidential Information shall be informed upon receipt that such information is confidential and (so far as such party is able to procure the same) shall comply with the provisions of this clause 16.5 in respect of such Confidential Information as if they were parties.

16.6 Where any party is required by any law, regulation or governmental or regulatory authority to retain any information (or copies of such information) of any other party, it shall notify the other party in writing of such retention giving details of the information that it is required to retain.

17 FREEDOM OF INFORMATION

17.1 The parties acknowledge that the parties are subject to the requirements of the FOIA and the EIR and the parties shall, where reasonable, assist and co-operate (at their own expense) with the other

parties for information to enable the other parties (where required) to comply with their information disclosure obligations.

17.2 Subject to clause 17.1, where a Company receives a request for information under either the FOIA or the EIR which it is holding on behalf of any other party, it shall:

17.2.1 transfer the request for information to the relevant party (or such other party as it is otherwise agreed between the parties is the best person to deal with such request) as soon as practicable after receipt and in any event within two Business Days of receiving a request for information;

17.2.2 provide the relevant or other party with a copy of all information in its possession or power in the form that the relevant or other party requires within ten Business Days (or such longer period as the relevant or other party may specify) of the relevant or other party requesting that information; and

17.2.3 provide all necessary assistance as reasonably requested by the relevant or other party to enable the relevant or other party to respond to a request for information within the time for compliance set out in the FOIA or the EIR.

17.3 Where the Council receives a request under FOIA or EIR which relates to the operations of a Company, it shall notify the relevant Company and afford them an opportunity to make any comments or representations in respect of the disclosure of the information sought. The relevant Company shall respond within five Business Days of receipt of this notification. The Council shall take into account any such comments or representations in so doing and shall not respond to the request until the five Business Days response period referred to above has passed.

17.4 Each party shall be responsible for determining in its absolute discretion whether any information requested under the FOIA and EIR:

17.4.1 is exempt from disclosure; or

17.4.2 is to be disclosed in response to a request for information.

17.5 Each party acknowledges that the other party may be obliged under the FOIA and EIR to disclose information:

17.5.1 without consulting with the other parties where it has not been practicable to achieve such consultation; or

17.5.2 following consultation with the other parties and having taken their views into account.

18 DATA PROTECTION

The parties shall comply with Law relating to data protection at all times when carrying out their respective obligations pursuant to this Agreement and any other agreement to which it is a party.

19 UNLAWFUL FETTER ON A COMPANY'S POWERS

Notwithstanding any other provision contained in this Agreement, a party which is a Company shall not be bound by any provision of this Agreement to the extent that it would constitute an unlawful fetter on any of its statutory powers, but any such provision shall remain valid and binding as regards all other parties to which it is expressed to apply.

20 FURTHER ASSURANCE

Each party shall at its own cost and expense, on being required to do so by another party now or at any time in the future, do or procure the doing of all such acts and things and/or execute or procure

the execution of all such deeds and documents in a form satisfactory to such other party which such other party may reasonably consider necessary for giving effect to this Agreement.

21 ASSIGNMENT AND SUB-CONTRACTING

21.1 This Agreement is personal to the parties and no party shall assign, transfer, subcontract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Council. Each party hereby undertakes and represents to the other parties that it is entering into this Agreement only for its own benefit.

21.2 This Agreement shall be binding on and shall endure for the benefit of each party's successors.

22 WAIVERS AND CONSENTS

22.1 A waiver of any right or remedy under this Agreement or by Law, or any consent given under this Agreement, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

22.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Agreement. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Agreement by the Council shall be effective unless it is in writing.

23 RIGHTS AND REMEDIES

The rights and remedies provided under this Agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

24 SEVERANCE

If any provision (or part of a provision) of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Agreement.

25 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one Agreement.

26 THIRD PARTY RIGHTS

Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

27 NOTICES

27.1 Delivery

Any notice or other communication required to be given to a party under or in connection with this Agreement shall be:

27.1.1 in writing;

27.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by electronic mail; and

27.1.3 sent to:

(a) the Council at:

Guildhall
Marshall's Yard
Gainsborough
Lincolnshire
DN21 2NA

Email: ian.knowles@west-lindsey.gov.uk
Attention: Mr Ian Knowles

(b) any other party

Guildhall
Marshall's Yard
Gainsborough
Lincolnshire
DN21 2NA

Email: penny.sharp@west-lindsey.gov.uk
Attention: Ms Penny Sharp

or to any other address or email address as is notified in writing by one party to the other from time to time.

27.2 Receipt

Any notice or other communication shall be deemed to have been received:

27.2.1 if delivered by hand, at the time it is left at the relevant address;

27.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

27.2.3 if sent by electronic mail, upon receipt by the party to which it is given.

A notice or other communication given as described in clause 27.2.1 or clause 27.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

27.3 Receipt by Council

Any notice or other communication given to the Council shall be deemed to have been received only on actual receipt.

28 ENTIRE AGREEMENT

28.1 This Agreement and the documents referred to in it (including the Articles and any Deed of Adherence) constitute the entire agreement between the parties relating to its/their subject matter and supersede all previous agreements between the parties relating to such matters.

28.2 Each of the parties acknowledges that in agreeing to enter into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and/or the documents referred to in it) made by or on behalf of any other party before the signature of this Agreement. Each of the parties waives:

28.2.1 all rights and remedies which, but for this clause 28.2, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance; and

28.2.2 all rights and remedies, other than remedies for breach of contract available in respect of a breach of this Agreement and/or the documents referred to in it, which, but for this clause 28.2, might otherwise be available to it in respect of the falsity of any representation or warranty set out in this Agreement and/or the documents referred to in it,

provided that nothing in this clause 28.2 shall limit or exclude any liability for fraud or dishonesty on the part of any party.

29 VARIATION

No variation to the terms of this Agreement shall be effective unless made in writing and signed by each of the parties and any person who agrees to be bound by this Agreement.

30 CONFLICT WITH THE ARTICLES

If any provision of this Agreement is inconsistent with a provision of the Articles of any Company, then the terms of this Agreement shall prevail and the member(s) of such Company agree to procure the making of any amendment to the Company's Articles as soon as reasonably practicable which is required in order to make the Articles consistent with the provisions of this Agreement and the Council hereby consents to any such changes to the Company's Articles.

31 COSTS AND EXPENSES

All costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement and all other documents referred to in it shall be borne by the Council, save for any private advice sought by any party which shall be for the cost of that party.

32 SET-OFF

All amounts falling due under this Agreement shall be paid in full without any set-off or counterclaim.

33 NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties or any of them, or to authorise any party to act as agent for any other party, and no party shall have authority to act in the name or on behalf of or otherwise to bind any other party in any way.

34 GOVERNING LAW AND JURISDICTION

34.1 This Agreement is governed by and shall be construed in accordance with the laws of England and each party submits to the exclusive jurisdiction of the courts of England for all purposes relating to this Agreement.

34.2 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Agreement being served on it in accordance with the provisions of clause 14. Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

This Agreement has been executed as a deed and has been entered into on the date stated at the beginning of it.

AS WITNESS the hands of the parties or their duly authorised representatives the day and year first before written

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

Executed as a deed by)
SURESTAFF LINCS. LIMITED)
acting by,)
a director, in the presence of) **Director**

Signature:

Name of witness:

Address:
.....
.....

Occupation of witness:

Executed as a deed by)
WLDC STAFFING SOLUTIONS LIMITED)
)
acting by,)
a director, in the presence of) **Director**

Signature:

Name of witness:

Address:
.....
.....

Occupation of witness:

SCHEDULE 1 – RESERVED MATTERS

Reference to a "Company" shall be to the relevant Company (as appropriate).

Number	Reserved Matter	Group HoldCo	Teckal Company	Trade Company
	Constitution of the Company			
1	Varying in any respect the articles or the rights attaching to any of the shares or memberships (as applicable) in the Company.	✓	✓	✓
	Officers and shareholders of the Company			
2	The appointment and the appointment terms (including any remuneration terms) of any directors other than Council appointed directors.	✓	✓	✓
3	The removal of any directors (including any terms on which such directors are removed from their office as directors) other than Council appointed directors.	✓	✓	✓
4	The admission of further shareholders or members to the company or agreeing any rights or restrictions attaching to any shares or memberships allocated to such new shareholders or members as applicable).	✓	✓	✓
5	The appointment or removal of the chair of the board (except where the chair is absent in which case the board will appoint an alternate chair).	✓	✓	✓
	Future direction and development of the Company			
6	Forming any subsidiary or acquiring shares in any other company or participating in any partnership or incorporated joint venture vehicle	✓	✓	✓
7	Amalgamating or merging with any other company or business undertaking.	✓	✓	✓
8	Selling or disposing of any part of the business of the Company.	✓	✓	✓
9	Adopting or amending the Business	✓	✓	✓

Number	Reserved Matter	Group HoldCo	Teckal Company	Trade Company
	Plan of each respective Company and any in-year changes.			
10	Undertaking any business or action which is inconsistent with the Business Plan then in force or omitting to undertake any action which is required by that Business Plan except with the prior written consent of the Council	✓	✓	✓
11	Passing any resolution for its winding up or presenting any petition for its administration (unless it has become insolvent).	✓	✓	✓
12	Agreeing or approving any other material services the total value of which exceeds 15% of the respective Company's projected annual turnover per annum to be provided by the Company to a third party not approved under the Business Plan.	✓	✓	✓
13	Appoint any agent (not being a subcontractor) to conduct the whole or any part of the business of the Company.	✓	✓	✓
14	Apply for the listing or trading of any shares in its issued capital or debt securities on any stock exchange or market (where applicable).	✓	✓	✓
	Management of the business of the Company			
15	Changing the Company's registered office.	✓	✓	✓
16	Changing the Company's name.	✓	✓	✓
17	Creating or agreeing to create a charge, security or Encumbrance over the Company's assets, shares or income	✓	✓	✓
18	Approving any matter that is reasonably likely to have an adverse effect on the reputation of the Council.	✓	✓	✓
19	Changing the nature of the business or commencing any new business which is not ancillary or incidental to the business of the Company.	✓	✓	✓

Number	Reserved Matter	Group HoldCo	Teckal Company	Trade Company
20	Agreeing to enter into or entering into any acquisition or disposal of any material assets by the Company the total value of which exceeds £75,000 per annum	✓	✓	✓
21	Giving notice of termination of any arrangements, contracts or transactions the total value of which exceeds £100,000 per annum or materially varying any such arrangements, contracts or transactions and such termination or variation is likely to have an adverse impact on the financial status of a Company.	✓	✓	✓
22	Granting rights (by licence or otherwise) in or over any intellectual property owned or used by the Company.	✓	✓	✓
23	Changing the Company's auditors.	✓	✓	✓
24	Make any borrowing.	✓	✓	✓
25	Agree to make or making any loan (otherwise than by way of a deposit with a bank or other institution, the normal business of which includes the acceptance of deposits or in the ordinary course of business) or granting any credit (other than in the normal course of trading or the granting of trade credit to a Company which has been approved under the Business Plan) or giving any guarantee or indemnity (other than in the normal course of trading).	✓	✓	✓
26	Changing the Financial Year of the Company.	✓	✓	✓
27	Increase or reduce the amount of its issued share capital, grant any option over or in its share capital, redeem or purchase any of its own shares or otherwise alter, or effect any reorganisation of, its share capital (where applicable).	✓	✓	✓
28	Declare or pay any end of year dividend of the Company (where applicable).	✓	✓	✓

Number	Reserved Matter	Group HoldCo	Teckal Company	Trade Company
29	Establishing or amending any pension scheme or granting any pension rights to any Director, officer, employee, former director, officer or employee, or any member of any such person's family.	✓	✓	✓

SCHEDULE 2 - – LETTER OF APPOINTMENT OF A NOMINATED DIRECTOR

[on the headed notepaper of relevant Company]

To: [Name and address of Nominated Director]

[Date]

Dear ●

● Limited (the **Company**)

This letter contains the terms which we have discussed and agreed for your appointment as a director of the Company, as [a][the] Nominated Director of West Lindsey District Council (the **Council**). Your appointment is made pursuant to and is subject to the terms and conditions set in the Sole Shareholder's Agreement dated ● (**Agreement**).

You shall not be entitled to any fees or remuneration save as paid to you by your appointer or as otherwise expressly agreed in writing.

You shall be expected to attend Board meetings and general meetings (where requested) of the Company. You shall receive details of all such meetings in advance.

You shall not, whether during the appointment or after its termination, except in the proper course of your duties or as required by law, use or divulge, and shall use all reasonable endeavours to prevent the use or disclosure of, any trade or business secrets or any information concerning the business or finances of the Company or of any dealings, transactions, or affairs of the Company or any client, customer or supplier of the Company which comes to your knowledge during the course of this appointment and shall comply with the provisions of clause 15.7 (*Confidentiality*) of the Agreement as if it applied to you. You shall, however, be entitled to disclose information to the shareholder appointing you as permitted under the Agreement.

The appointment shall automatically cease in relation to the Company in the event that: (a) you resign as a director; or (b) upon the delivery of a notice from the Council in accordance with the Company's Articles of Association removing you from office in relation to the Company. Without limitation to (a) and (b) above, in signing this letter, you acknowledge that your office is subject to the terms of the Agreement and the Company's Articles of Association and may be determined as permitted under the terms of the Agreement and the Articles and that upon such termination you shall vacate office in relation to the Company forthwith without raising any claim whatsoever against the Company.

On termination of your appointment, you agree that you shall promptly return to the Company all papers and property of the Company which are in your possession or under your control.

Please indicate your acceptance and acknowledgement of these terms by signing the attached copy and returning it to me. I look forward to seeing you at our next Board meeting.

Yours sincerely

.....
Signatory, duly authorised
for and on behalf of the Company

I agree to and acknowledge the terms and conditions set out above relating to my appointment as director of the Company.

Signed

Dated

SCHEDULE 3 – DEED OF ADHERENCE

THIS DEED is made on

BY ● of ● (company number ●) whose registered office is at Guildhall, Marshall's Yard, Gainsborough, Lincolnshire DN21 2NA (the **Covenantor**) in favour of the persons whose names are set out in the schedule to this deed and is supplemental to the Sole Shareholder's Agreement dated ● made by (1) West Lindsey District Council, (2) ● and (3) ● (the **Agreement**)

THIS DEED WITNESSES as follows:

- 1 The Covenantor confirms that it has been given and read a copy of the Agreement and covenants with each person named in the schedule to this deed to perform and be bound by all the terms of the Agreement and to perform the obligations contained in the Agreement which are expressed to be performed by a [Group HoldCo] [[Teckal] [Trade] Company] (as defined in the Agreement), as if the Covenantor were a party to the Agreement.

- 2 This deed is governed by the laws of England and Wales.

IN WITNESS WHEREOF this deed has been executed by the Covenantor and is intended to be and is hereby delivered on the date first above written.

[Insert correct execution block]

Executed as a deed by)	
●)	
acting by a director and a director/ Secretary)
)	Director
)	
)
)	Director/Secretary

SCHEDULE – List of parties to Shareholder's Agreement including those who have executed earlier deeds of adherence

West Lindsey District Council

Guildhall, Marshall's Yard, Gainsborough

Minutes of Committee Meetings

Published since the
Meeting of Council
5 September 2016



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WEST LINDSEY DISTRICT COUNCIL

MINUTES of the Meeting of the Planning Committee held in the Council Chamber - The Guildhall, Marshall's Yard, Gainsborough, DN21 2NA on 24 August 2016 commencing at 6.00 pm.

Present: Councillor Stuart Curtis (Chairman)
Councillor Ian Fleetwood (Vice-Chairman)

Councillor Owen Bierley
Councillor Matthew Boles
Councillor Michael Devine
Councillor Giles McNeill
Councillor Mrs Jessie Milne
Councillor Roger Patterson
Councillor Judy Rainsforth
Councillor Thomas Smith

In Attendance: George Backovic – Principal Development Management Officer
Ian Elliott – Development Management Officer
David Kerfoot – Lincs Legal Advisor
Martha Rees – Lincs Legal Advisor

28 APOLOGIES FOR ABSENCE

Apologies had been received from Councillor David Cotton
Councillor Hugo Marfleet

29 PUBLIC PARTICIPATION PERIOD

There was no public participation.

30 TO APPROVE THE MINUTES OF THE PREVIOUS MEETING

Meeting of the Planning Committee held on 27 July 2016.

RESOLVED that the Minutes of the meeting of the Planning Committee held on 27 July 2016, be confirmed and signed as a correct record.

31 DECLARATIONS OF INTEREST

There were no declarations of interest at this point.

32 UPDATE ON GOVERNMENT/LOCAL CHANGES IN PLANNING POLICY

There were no updates to report.

33 PLANNING APPLICATIONS FOR DETERMINATION

RESOLVED that the applications detailed in report PL.05 16/17 be dealt with as follows:-

33a 131181 - CAISTOR

Outline planning application for the erection of 69 dwellings - access to be considered and not reserved for subsequent applications on land at Brigg Road, Caistor.

The Principal Development Management Officer updated the Committee on further representations which had been received. Comments had been received from Lincolnshire County Council (LCC) Highways department, that there were drainage issues and insufficient information regarding flood risk, and that the application should be refused.

Caistor Town Council had objected on grounds of highways concerns, however had no problem with the location and design of the development.

A further representation had been received from the applicant's agent acknowledging that as yet there was no solution to the drainage problems, but that they were committed to solving the matter and would include the SUDS system as required. Revised proposals had been submitted to LCC Highways for consideration and it was requested that the decision be delegated to the Chief Operating Officer on resolution of the drainage issues.

Communication had since taken place with LCC Highways officers who were still unable to support the proposals, stating that the whole scheme needed to be reassessed.

Town Councillor Alan Caine then addressed the meeting and had circulated proposed additional reasons for refusal, and also a list of conditions to be applied should the Committee be minded to grant permission. Councillor Caine then described the proposed access on a bend, which with two new tourist sites gave potential for accidents, as it was believed there were several unreported incidents at that location. Reference was then made to the Area of High Landscape Value and Area of Natural Beauty. The density of 69 dwellings on the site was felt to be too many and that guidance recommended only 50 in such open areas. The name Waterhills signified the nature of the land with an underlying chalk watercourse, with biodiversity and rare wildlife habitats. There was the potential for the pollution of the watercourse and subsequent impact on the wildlife.

Louise Longstaff then spoke on behalf of the applicant, describing how work had been ongoing with officers for a number of years to achieve an acceptable proposal. The site would be complementary to Caistor in a sustainable location and was within 600m of the town centre as required by the Caistor Neighbourhood Plan. Few of the objections raised had any policy basis and apart from the drainage issues all aspects were considered acceptable. The land was in private ownership and had never been designated for public recreation. A contribution towards educational provision had been offered. The applicant

was committed to addressing the drainage issues and requested that approval be delegated to the Chief Operating Officer on resolution of the problems which were a minor technicality for which a resolution was possible.

Dan Morgan and Paul Stubbs then addressed the Committee as residents in objection to the proposals, stating whilst it was acknowledged that Caistor had to expand there were other more appropriate sites, on brownfield land and closer to facilities. Concerns were raised regarding highway safety, flooding and contamination of the chalk stream, the impact on already overstretched facilities such as the schools and health provision.

The Chairman verified with the Officer that the only reason for refusal was the drainage issues and that all other matters, such as highway safety were considered acceptable. The Principal Development Management Officer affirmed that the access had been considered by the LCC Highways department and was not a reason for refusal. Caistor was an appropriate focus for development, part of the site was allocated within the emerging Central Lincolnshire Local Plan and the site would contribute towards the Five Year Housing Land Supply. LCC had concerns with the flood risk and its impact on the site, nearby residents and wildlife, and were not convinced that the issues could be addressed.

Brief discussion ensued by the Committee, raising issues such as the time taken for determination, the density of the development, affordable housing and contributions towards education and health. It was clarified that there were no site allocations within the Caistor Neighbourhood Plan, but the site met policy criteria in terms of distance from the town centre. The Central Lincolnshire Local Plan was now at the most advanced stage possible, prior to actually being examined and adopted.

It was suggested that a site visit take place in order to assess the site's position on the scarp slope, which would also give officers additional time to consider revised drainage plans.

It was therefore Moved, Seconded and **AGREED** that a site visit take place on a date to be determined.

33b 134622 - GAINSBOROUGH

Planning application for change of use of waste ground to car parking at Hickman Street, Gainsborough.

Note All Members of the Committee declared a non-pecuniary interest as the land was owned by West Lindsey District Council.

It was acknowledged that the proposal extended an existing car park and provided an additional 26 spaces, and also tidied an eyesore which needed addressing.

It was moved, seconded and voted upon, and subsequently **AGREED** that consent be **GRANTED**.

33c 134684 - GAINSBOROUGH

Planning application to construct two storey side extension including single storey porch enclosure at front at 30 Heapham Road, Gainsborough.

It was verified that the applicant was an officer of the Council, hence the requirement for Committee determination. The application did not contravene any policies or design guidance, it was therefore moved, seconded and voted upon.

It was then **AGREED** to **GRANT** Conditional Planning Permission.

34 TREE PRESERVATION ORDER

Objection to Tree Preservation Order Ingham No1 2016

A tree application had been received to fell a large mature sycamore tree on land owned by the applicant at Ingham. The tree was situated close to the boundary with a residential property called Sycamore Lodge, and the reasons given for the tree removal were due to shading and virtually touching the house, and to avoid further complications.

On validating the application it was noted that the tree species on the application did not match the tree species in the Tree Preservation Order (TPO) document. It was realised that the original TPO document contained errors which could bring into question whether the tree was actually the one supposed to be protected by the TPO. It was decided that a new TPO needed to be made to ensure the tree was adequately protected, and avoid the protection of the TPO being questioned which could result in the tree being allowed to be felling in the event of an appeal.

Committee Members agreed that the tree added amenity value to the street scene.

On being moved, seconded and voted upon it was:

RESOLVED: the confirmation of the Tree Preservation Order Ingham No1 2016 be approved.

35 TO DETERMINE THE START TIME OF FUTURE MEETINGS

The Chairman invited Members of the Committee to express their views on the current start time of meetings of 6pm, as opposed to the previous regular time of 6.30pm.

Whilst the reason for the earlier start had been due to some long agendas, and since that time there had not been a large amount of applications, it was not possible to vary the commencement time of meetings according to the length of the agenda, this was affirmed by the legal officers present. A consistent start time had to be set to ensure that members of the public knew what time to expect the meeting to commence.

Members noted that it could be difficult for those that worked during the day, to get to the Guildhall for a 6pm start, plus free car parking in Marshall's Yard did not commence until

6pm. Sympathy was offered to those officers who had been at work for the whole day prior to the meeting, however it was generally felt that a 6.30pm start time was preferred.

It was moved, seconded and voted upon and **RESOLVED** that the normal commencement time of Planning Committee Meetings revert to the previous start time of 6.30pm.

36 TO NOTE THE DETERMINATION OF APPEALS

The Ward Member for the Tealby application expressed his disappointment at the outcome of the appeal.

RESOLVED: that the determination of appeals be noted.

The meeting concluded at 6.51 pm.

Chairman

WEST LINDSEY DISTRICT COUNCIL

MINUTES of the Meeting of the Challenge and Improvement Committee held in the Council Chamber at the Guildhall, Gainsborough on Thursday 1 September 2016 commencing at 6.30 pm.

Present: Councillor Paul Howitt-Cowan (Chairman)
Councillor Lewis Strange (Vice-Chairman)

Councillor David Bond
Councillor Chris Darcel
Councillor Stuart Kinch
Councillor Pat Mewis
Councillor Angela White

In Attendance:

Ian Knowles	Director of Resources
James O'Shaughnessy	Interim Strategic Lead – Transformation
Nicola Calver	Governance and Civic Officer
Katie Coughlan	Governance and Civic Officer

Apologies: Councillor Stuart Curtis
Councillor Trevor Young (Vice-Chairman)

Membership: No substitutes were appointed for the meeting

28 MINUTES

- (a) Meeting of the Challenge and Improvement Committee held on 28 June 2016 (CAI.18 16/17)

RESOLVED that the Minutes of the meeting of the Challenge and Improvement Committee held on 28 June 2016 be confirmed and signed as a correct record.

29 MEMBERS' DECLARATIONS OF INTEREST

There were no declarations of interest made.

30 MATTERS ARISING SCHEDULE (CAI.19 16/17)

The Committee gave consideration to the Matters Arising Schedule, setting out the current position of previously agreed actions, as at 23 August 2016.

With regard to the amber action entitled “Sandsfield Lane Playing Field”, Officers advised that the request had been brought to the attention of the Chief Operating Officer. Assurance had been received that this action would be updated prior to the next meeting, however, any Members who wished to discuss the matter, in the interim, were encouraged to contact the Chief Operating Officer direct.

RESOLVED that the Matters Arising Schedule as at 23 August 2016 be received and noted.

31 PROGRESS AND DELIVERY – PERIOD 1 (CAI.20 16/17)

Members gave consideration to the first of the newly styled Progress and Delivery reports for 2016/17.

The report dealt with the progress and delivery of projects which were aimed at the delivery of the corporate plan. This report highlighted those projects that had entered the delivery stage and were either off track or at risk of not delivering. The report also dealt with the progress and delivery of the services the council provided. It was an “exceptions” report and dealt with those services which were either performing above the required level or were below the target set for them. The report would also provide Members with a summary of activity across services.

It was noted that the report had previously been considered by both the Prosperous Communities Committee and the Corporate Policy and Resources Committee and Members were provided with the minute arising from each.

The Committee were asked to examine the responses given to the report by the Corporate Policy and Resources Committee and the Prosperous Communities Committee and assure themselves that the appropriate level of challenge was being made by those committees to the information contained in the report.

Discussion ensued and Members sought and received background information regarding the acquisition of SureStaff Ltd. It was noted that the company had approached the Council in December 2015 advising that they were likely to cease trading. As the only agency work provider within the town and a regular supplier of workforce for operational services, consideration was given as to whether the Authority should purchase the company. An appropriate business case had therefore been submitted to the Corporate Policy and Resources Committee for consideration. This demonstrated the potential to result in immediate savings in the operational budgets, offered an

opportunity to grow the company whilst retaining profit back into the organisation and safeguarded local jobs. In response to Members' further questions, Officers advised that progress, including income generation, would be monitored by the Corporate Policy and Resources Committee. The company would be operated within the parameters of a business plan and progress would be monitored against this on a six monthly basis and would form part of the budget planning process.

Some Members of the Committee were of the view that the acquisition should be more widely promoted. Officers indicated that the governance arrangements relating to the company were due for consideration by the Governance and Audit Committee and Full Council and thus would provide the opportunity for discussion with the wider elected Member core.

In responding to questions, Officers confirmed that whilst the works on the Trinity Arts Centre roof had experienced a slight delay, these were now nearing completion and the full artistic programme had now resumed.

A new six month appointment had been approved within Planning Enforcement to mitigate the current capacity issues, this information was welcomed by the Committee. The Committee placed on record their thanks to the Planning Enforcement Officer for the work she undertook on behalf of the organisation. General discussion was had regarding the need for succession planning and assurance was offered that there was a work force development plan in place and age profile awareness with the Management Team.

RESOLVED that having examined the responses given to the report by the Corporate Policy and Resources Committee and the Prosperous Communities Committee, the Committee have assurance that the appropriate level of challenge is being made by those committees to the information contained within the report.

32 UPDATE FROM THE DEMOCRACY WORKING GROUP (CAI.21 16/17)

Consideration was given to a report which sought to update Members on the work of the Democracy Working Group. The Group had met twice since the Committee had received its last update on 22 February 2016. The progress made to date was set in Section 2 of the report and included: -

- further work around the Chamber re-configuration;
- the work of the Group as a Civic Matters Sounding Board;
- Engagement with both primary and secondary schools regarding making use of the facilities at the Guildhall and for Members of the Council to visit their schools respectively; and
- Flag Poles at Schools

Agreement to the revised four year plan set out in Section 3 of the report was sought. It was noted that if on investigation by the Group any of the priorities

detailed therein might result in financial, staffing or other implications, for example the “making better use of the new conferencing equipment to aid the democratic process”, a separate report would be submitted for Member consideration.

In responding to Members, questions, Officers advised that the civic matters the Group had given consideration to and referred to in Section 2.2 of the report were Transport and the Civic Inventory.

Members also encouraged Officers to re-approach schools.

RESOLVED that: -

- (a) the work to date of the Democracy Working Group be noted and a further update be submitted in six months time; and
- (b) the four year plan be noted and approved.

33 FORWARD PLAN (CAI.22 16/17)

The Governance and Civic Officer presented a report setting out the items of business due to be considered through the committee system and asked Members to identify any reports that they wished to be brought before the Challenge and Improvement Committee for pre-scrutiny.

Concerns were again raised regarding health provision across the District. In response Officers advised that a commissioning paper was currently being scoped for submission to Prosperous Communities Committee in October 2016. Subject to agreement from the Policy Committee, this commission would be referred back to the Challenge and Improvement Committee to undertake, in accordance with the Methodology the Committee had previously adopted. It was stressed that it was envisaged an in depth commission into the area could take up to 12 months to complete.

RESOLVED that the Forward Plan be noted

34 WORK PLAN (CAI.23 16/17)

The Work Plan for the business of the Challenge and Improvement Committee was presented.

Members noted that a further a report would be added to the work plan for November 2016, that being the Health Commission referred to above.

It was also noted that attendance by Simon Outen, the Police and Crime Commissioner and colleagues had been moved to the Committee’s November

meeting, for those reasons outlined in the matters arising report considered earlier by the Committee.

Finally, in accordance with the footnote to the Workplan, consideration would be given at the next Chairman's Briefing as to which partner should next be invited to address the Committee in relation to their ongoing theme of Youth Unemployment. This would subsequently be incorporated into the workplan.

RESOLVED that the Work Plan, subject to the information set out above, be noted.

35 EXCLUSION OF PUBLIC AND PRESS

RESOLVED that under Section 100 (A)(4) of the Local Government Act 1972, the public and press be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in paragraph 3 of Part 1 of Schedule 12A of the Act.

36 PREPARATION FOR SCRUTINY OF PUBLIC BODY – BRIEFING PAPER IN ADVANCE OF THE 2ND PUBLIC BODY BEING INVITED REGARDING THE ONGOING THEME OF YOUTH UNEMPLOYMENT – SCHOOLS – FINALISED QUESTIONS (CAI.24 16/17)

At its meeting on 28 June 2016, Members had been presented with a briefing paper for consideration, which set out a list of proposed schools to be invited to attend the October meeting, together with a proposed set of questions, derived from comments previously expressed by Committee, to be put to the schools.

Members received a brief update to this paper advising of progress achieved since the last meeting and were asked to re-affirm the questions which would form the basis of the presentations to given by the schools.

In responding to Members, questions, Officers confirmed that the initial approach had been made to the respective Head Teacher, who had then directed the request appropriately within their organisation, most often to a Member of the Senior Leadership Team.

Officers further confirmed that no students would be in attendance, as this request had not been made. Members indicated that maybe this would be of value going forward but it was acknowledged that careful consideration would need to be given to the format and arena for any such event.

As earlier advised, consideration would need to be given, at the next Chairman's Briefing, as to which partner should next be invited to address the Committee and Officers undertook to also further consider the feasibility of the suggestion made by the Committee.

RESOLVED that: -

- (a) the progress made to date be noted; and
- (b) the series of questions, as presented at the meeting on 28 June 2016, be re-affirmed as the basis for the presentations.

The meeting concluded at 7.08 pm

Chairman

WEST LINDSEY DISTRICT COUNCIL

MINUTES of a Meeting of the Prosperous Communities Committee held in the Council Chamber at the Guildhall, Gainsborough on Tuesday 13 September 2016 commencing at 6.30pm.

Present: Councillor Sheila Bibb (Chairman) (In the Chair)
Councillor Gillian Bardsley (Vice-Chairman)

Councillor Owen Bierley
Councillor Michael Devine
Councillor Giles McNeill
Councillor Jessie Milne
Councillor Di Rodgers
Councillor Lesley Rollings
Councillor Tom Smith
Councillor Jeff Summers
Councillor Trevor Young

In Attendance:

Mark Sturgess	Chief Operating Officer
Ady Selby	Operational Services Team Manager
Grant White	Enterprising Communities Team Manager
Andy Gray	Housing and Communities Team Manager
Katie Coughlan	Governance and Civic Officer

Apologies: Councillor Paul Howitt-Cowan
Councillor Steve England – Vice-Chairman
Councillor Malcolm Parish

Membership: Councillor Giles McNeill substituted for Councillor Howitt-Cowan
Councillor Jeff Summers substituted for Councillor Steve England

34 PUBLIC PARTICIPATION

There was no public participation.

35 MINUTES

(a) Meeting of the Prosperous Communities Committee – 19 July 2016.

RESOLVED that the minutes of the Meeting of the Prosperous Communities Committee held on 19 July 2016 be confirmed and signed as a correct record.

36 MATTERS ARISING SCHEDULE SETTING OUT THE CURRENT POSITION OF PREVIOUSLY AGREED ACTIONS AS AT 5 SEPTEMBER 2016 (PRCC.21 16/17)

Members gave consideration to the Matters Arising Schedule which set out the current position of all previously agreed actions as at 5 September 2016.

RESOLVED that progress on the Matters Arising Schedule, as set out in report PRCC.21 16/17 be received and noted.

37 MEMBERS' DECLARATIONS OF INTEREST

There were no declarations of interest made at this point of the meeting.

38 COMMUNITY DEFIBRILLATOR SCHEME (PRCC.22 16/17)

Consideration was given to a report which sought approval of the creation of a new scheme to provide community accessible defibrillators, using existing funds from the Community Grants Programme.

The proposed scheme was outlined in Section 2 of the report and was summarised to Members. The report also contained details of the eligibility criteria, application process and how the Scheme, if approved, would be promoted.

In order to finance the scheme, funds would be allocated from the existing Community Grants Scheme Earmarked Reserve. No additional budget pressure would occur.

The scheme cost of equipment and installation for 30 sites was £40,800. The Council would meet up to 80% of this cost, with 20% to be funded by each location. The Council would incur the full £40,800 up-front expenditure and recover the 20% from each location prior to installation. The net impact on the Community Grants Scheme Earmarked Reserve would be £32,640

This would leave £154,754 available to deliver the Small, Large and Match Funding Grant schemes during 2017/2018.

Debate ensued with all Members acknowledging the merits of the scheme and how it supported the Council's commitment to assist our communities to assist themselves. The common device across the District approach was also welcomed

and would be of assistance to, and support the work of, the first responders. Expectation was that the scheme would be prove popular.

Assurance was sought and received that the duty to maintain any device purchased and installed through this scheme, would be the responsibility of the applicant. This was contained within the terms and conditions of the grant funding. Furthermore all communities that received a defibrillator would be required to complete monitoring. This would include keeping a record of the number of uses and maintenance logs.

Assurance was also sought and received that once installed the emergency services and local communities would be made aware of their existence and locations. Officers advised that each device would be registered with the East Midlands Ambulance service and loaded into their database. The scheme would be promoted on the Council's website together with an interactive map, showing their locations and on installation, the cost of the device, including an awareness / training session for up to 12 members of the community.

In response to some scenarios cited by Members wherein communities had purchased (by others means) a defibrillator device and the units had either not been registered, or were in-accessible either due to their location or cabinet type, and therefore not being put to best use, assurance was offered by Officers that this would not be the case with devices purchased under this Scheme. It was reiterated that devices would be registered with EMAS, all cabinets would be in accessible locations, on the outside wall of buildings and accessed by a pin code issued on dialling the emergency services making them also secure from theft or misuse. Officers indicated there may be ways this scheme could assist those communities whom had already purchased a device but needed help registering it, or a more appropriate cabinet for example.

Whist not detracting from the proposed Scheme's value to the community, some Members questioned whether in fact the Council should be providing such a service. It felt outside of the Council's core business, which some Members suggested should be the focus, particularly those core services which were under performing. The role of the CCGs and health charities was questioned, and there was concern that if the district was covered by a defibrillator scheme, the emergency services would be diverted elsewhere.

In responding, it was stressed by Officers that the ambulance service, was an East Midlands wide service and therefore it was common practice for local crews to attend incidents in other districts and counties, this practice would change as a result of this Scheme. The Council was already funding such devices through its other funding streams on an ad hoc basis. This proposal aimed to ensure best value for the devices and thus make better use of the limited funding monies the Council had available to communities, the Scheme also facilitated a level of control around citing, ensuring they were accessible and allowed the council to gather statistics on usage and impact. CCGs did not widely fund community defibrillators and they were seen very much as a local resource. Health charities were often nation-wide and would therefore not fund a district wide rollout.

Whilst other Members were in agreement that the scheme did sit in the health arena, they were of the view that this was a community project and that the District Council had duties to support, promote and protect the well-being of its residents.

RESOLVED that:

- (a) the launch of the Community Defibrillator Scheme be approved;
- (b) the use of funds from the Community Grants Scheme Earmarked Reserve be approved; and
- (c) the Enterprising Communities Team Manager be delegated to arrange the specific details of delivery for this project in partnership with LIVES.

39 INDEPENDENT LIVING POLICY 2017-2019 (PRCC.23 16/17)

Members gave consideration to a report which introduced the West Lindsey Independent Living Policy 2017-2019 as a replacement and update to the West Lindsey Housing Assistance Policy 2014 -2016.

It was noted that the previous West Lindsey Housing Assistance Policy 2014-2016 covered all aspects of delivering DFG's and Empty Properties initiatives. The Council's policy in regards to empty properties was currently being reviewed and would be brought to Committee at a later date.

The proposed West Lindsey Independent Living Policy 2017-2019 replaced the above mentioned policy and set out how the Council intended to undertake DFG's and also improve its service by offering another project through independent living, this being the pilot project for stairlifts, which was fully detailed in Section 3 of the report and page 14 of the Policy.

The main changes to the Policy from 2014-2016 were shared with the Committee and included: -

- The introduction of the pilot project for stairlifts
- The procedure for applying for grant funding towards an adaptation of the applicants choosing
- The inclusion of extensions being considered and specific information as to when they are able to be considered.
- Competent contractor assessment criteria
- Removal of empty homes initiatives (to be replaced by a new policy in 16/17)

Debate ensued and the Policy was welcomed by all Members of the Committee. In response to Members' concerns around the turnaround times and costs detailed in Section 3.4 of the report, Officers indicated the proposed pilot project would

address these areas, referring Members to paragraph 3.3 of the report which detailed the aims and advantages of the pilot.

RESOLVED that:

- (a) the Independent Living Policy 2017-2019 be approved;
- (b) the pilot project for stair-lifts as set out in the policy be approved;
and
- (c) the additional charges proposed within the stair-lift pilot be **RECOMMENDED** to Full Council for approval in order that they can come into effect as soon as possible.

40 RISEHOLME NEIGHBOURHOOD PLAN PUBLIC REFERENDUM (PRCC.24 16/17)

Consideration was given to a report which presented the up-to-date position in terms of the development of the Riseholme Neighbourhood Plan. The report recommended that the Plan proceed to the Public Referendum stage following a successful independent examination.

The Committee commended the work undertaken by the Neighbourhood Planning Officer, the support he offered local communities and welcomed the submission of many more Neighbourhood Plans to come.

RESOLVED that the Riseholme Neighbourhood Plan be formally approved to advance to the Public Referendum stage, in line with the advice received from the Independent Examiner.

41 WORK PLAN (PRCC.25 16/17)

Members gave consideration to the Committee work plan.

Referring to the workplan item entitled “Presentation by Age UK”, currently scheduled for October, Councillor Bierley requested that an invitation be extended to all Members of the Council to attend for this.

Referring to the workplan item entitled “Market Rasen Car Parking” Councillor Smith sought and received assurance from Officers that consultation with Ward Members would be undertaken prior to the Committee receiving the report.

RESOLVED that the Work Plan as set out in report PRCC.25 16/17 be received and noted.

42 EXCLUSION OF PUBLIC AND PRESS

RESOLVED that under Section 100 (A)(4) of the Local Government Act 1972, the public and press be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of exempt information as defined in paragraph 3 of Part 1 of Schedule 12A of the Act.

Note: Councillor Trevor Young declared in a personal interest in the following item of business as, in his role as an elected Member, he had met with the Market Federation and the Independent Traders Group (who would form the Gainsborough Co-operative) , and he was also a seasonal trader on occasion.

43 GAINSBOROUGH MARKET PROPOSALS (PRCC.26 16/17)

In April 2016, Prosperous Communities Committee had resolved to explore the options for improving Gainsborough's street market in order to achieve a cost neutral solution. As part of this research, officers had explored a range of delivery options to ensure that the decision-making process was robust and lawful; whilst having regard to the objective of operating the market at zero cost to the Council.

Members gave consideration to a report which outlined proposals for the future restructure and delivery of Gainsborough's street market. The report outlined the current operation and performance of the market, together with some objectives for the future market operation which sought to address the weaknesses with the current operation and capitalise on the opportunities to grow and diversify the offer, these being: -

1. To reduce the subsidy and deliver a cost-neutral market
2. To operate an efficient and effective market; where the rules are enforced, fees are collected, trader enquiries are dealt with promptly and trader satisfaction is high
3. To grow the number of traders and to diversify the 'offer'
4. To improve the appearance of the market by ensuring an attractive stall layout (which is conducive to trade for local businesses as well as traders)
5. To improve the visibility of the market through effective signage and the regeneration of key routes and sites within the town centre
6. To make imaginative use of the Market Place for events and activities alongside and in addition to the street market

Section 5 of the report detailed a comprehensive options appraisal for future delivery which would help deliver the above objectives. A total of 10 options had been appraised, 5 which would see the operation stay in-house and 5 which could see the market outsourced or operated by a third party. Each option had an Officer recommendation contained within, and Option 3 was being proposed, as the best to meet the objectives established.

Lengthy and detailed discussion ensued with opposing views expressed. A number of Members did not consider the proposed option went far enough. There was also a view that it did not offer best value nor that it would lead to the best outcomes. It was suggested that some of the other options contained within the report should have been more prevalent.

Members referred to a document which had been tabled, and sought clarity as to its purpose. A Member indicated that it was the Business Plan from the GMC and that he had circulated it for Members information. He was of the view that this should have been included within the report in its entirety and have been more prevalent in the main committee report

In response to Members' questions, Officers confirmed that they had had sight of the document, and the reasons for it not being the recommended option at this stage were clearly set out and evaluated at on page 10 of the report. Officers were of the view that the proposed option offered more resilience than the Business Plan from GMC, citing a number of scenarios to support this view, nor had TUPE requirements been taken into consideration. The Chief Operating Officer advise members that they should disregard the circulated paper and take a decision based on the information contained in the report as this had taken account of the information contained in this paper.

Again responding to Members' questions, it was confirmed that TUPE was a legal burden, contained within employment law and could not be mitigated against. The TUPE requirements must be met by any outside operator taking on a council function to be operated by transferred council staff.

A number of Members expressed their frustration that the proposal just did not move the market on far enough and without different thinking nothing would change. Some Members' questioned whether Council's had the right skills and abilities to operate markets and therefore should be making greater of use of such organisations as the GMC who had the knowledge, networks and resources, to make the market thrive. The timeline was also of concern.

In responding to Members questions Officers outlined the proposed new posts function, stressing this was a much wider role with an emphasis on collaboration, acknowledging this had been missing in recent years. One of the key tasks for this new post would be to establish a stakeholder holder committee, to gather views and engage partners and to investigate alternative options, including some of those which had been suggested throughout the course of the debate, such as flea markets and antique markets.

In contrast, other Members acknowledged that the market was key to the wider regeneration of Gainsborough and in particular the Market Place area, and that a longer term, common sense approach was more appropriate if it ensured the safeguarding of the market. The vision of positive management and enforcement going forward was welcomed and had been missing in recent years.

In light of the differing views expressed a Member proposed an alternative motion, this being that Option 9 should be further explored in the first instance with a further report expanding on the evaluation of this option being brought back to a subsequent meeting of the Committee. Officers indicated the potential delay this would incur, but having been moved and seconded the motion fell.

The recommendations as written in the report were then moved and seconded and on being put to the vote it was: -

RESOLVED that:

- (a) Option 3 as outlined in the report and the appended Business Plan be approved;
- (b) that Members review progress against the Business Plan targets in April 2017 and thereafter on an annual basis; and
- (c) a formal public consultation exercise for the future delivery of the market be undertaken following the implementation of Option 3.

Note: Councillors Trevor Young and Lesley Rollings requested that their vote against the above decision be recorded.

The meeting concluded at 8.22 pm.

Chairman

WEST LINDSEY DISTRICT COUNCIL

MINUTES of the Meeting of the Planning Committee held in the Council Chamber - The Guildhall, Marshall's Yard, Gainsborough, DN21 2NA on 21 September 2016 commencing at 6.30 pm.

Present: Councillor Stuart Curtis (Chairman)
Councillor Ian Fleetwood (Vice-Chairman)

Councillor Owen Bierley
Councillor Matthew Boles
Councillor David Cotton
Councillor Hugo Marfleet
Councillor Giles McNeill
Councillor Mrs Jessie Milne
Councillor Thomas Smith

In Attendance:
Oliver Fytche Taylor Planning Services Manager
Jonathan Cadd Principal Development Management Officer
Rachel Woollass Development Management Officer
Stuart Tym Lincs Legal
Dinah Lilley Governance and Civic Officer

Also in Attendance: 37 members of the Public

Apologies: Councillor Michael Devine
Councillor Roger Patterson
Councillor Judy Rainsforth

Membership: There were no substitutions

37 PUBLIC PARTICIPATION PERIOD

There was no public participation.

38 TO APPROVE THE MINUTES OF THE PREVIOUS MEETING

Meeting of the Planning Committee held on 24 August 2016.

RESOLVED that the Minutes of the meeting of the Planning Committee held on 24 August 2016, be confirmed and signed as a correct record.

39 DECLARATIONS OF INTEREST

Councillor Cotton declared that as he ministered to the Parish of Upton and also knew several of the objectors he would not take part in determination of the item in order to avoid any perception of bias. (Application 134462 – Upton).

Councillor Cotton declared that as he had not been present at the previous meeting and heard the speakers, and had not been able to be present for the site visit, he would not take part in the deliberation of the item (Application 131181 – Caistor).

Councillor Cotton then left the meeting at 6.31pm.

40 UPDATE ON GOVERNMENT/LOCAL CHANGES IN PLANNING POLICY

The Planning Services Manager noted that he had circulated details of the hearing sessions for the Local Plan that were coming up in November/December. He had also advised that a new 5 year supply had been published by the Central Lincolnshire Planning Team and that it confirmed that the authorities met the required test and could demonstrate a 5 year supply of housing. The document can be viewed online (document 039A in the Planning Policy Library) : <https://www.n-kesteven.gov.uk/central-lincolnshire/planning-policy-library/>

41 CHANGE TO THE ORDER OF THE AGENDA

The Chairman proposed that given the number of people present at the meeting for the Upton application, it be dealt with first.

This was seconded and it was **AGREED** that the order of the agenda be changed to hear the Upton application first.

42 PLANNING APPLICATIONS FOR DETERMINATION

RESOLVED that the applications detailed in report PL.05 16/17 be dealt with as follows:-

42a 134462 - PIG FARM, UPTON

Planning application to construct two pig rearing units and one straw storage building on land off Cow lane, Upton.

The application was presented to the planning committee given the level of public interest.

The Development Management Officer advised the Committee that there was an error in the report in that Condition 9 should read 'prior to any operation of the building' not 'of the lagoon'. It was also noted that the proposal for a farmhouse had been removed from the original application. 78 further objections had been received from Animal Aid, and the online total of signatures was now 7828, however the Committee was reminded that animal welfare was not a material consideration in the determination of planning applications and there were other organisations to deal with such matters.

Mr Jamie Allen addressed the Committee representing the Parish Council, noting that there had been several public meetings and there was a clear mandate from residents to reject the application. Any development in the village should improve quality of life but the current application would have a negative impact. The proposals conflicted with national and local policy. It was felt that the methodology of the environmental assessment was not acceptable. Peak readings should be used rather than average. Given a 10-20% mortality rate for the pigs there would be animal carcasses on site. It was unacceptable to not concede that there would be an odour impact, and for the burden of proof to be on the consultees. Who would be accountable in the event of a flawed assessment? It was pointed out that although no residences, there was a business within 200m of the proposal, but given that this business supplied farms, had raised no objection. Residents would not rest if they lost their case.

Tim Elwess, the applicant, then addressed the meeting, pointing out that although Lincolnshire was agrarian in nature, farmers were usually unpopular. Most issues raised had been covered within the report, the suitability of the site was shown as being comfortably outside of the village envelope, and its nearest neighbours were sewage treatment and a composting site. Mr Elwess owned the site, and crops were not a secure income provider, pigs would be better. There were no subsidies. The operation was not 'intensive' and fitted with all welfare standards, and exceeded those required by the RSPCA, and meat would carry the Red Tractor logo. The animals would receive natural light and would have straw beds, with daily mucking out. The products were for human consumption and would meet the exacting standards of the UK customer.

John Spencer, resident of Upton spoke in objection to the application, stating that when communities deteriorated house prices plummeted. There was a balance between the employment of one person against the misery of many residents. There would be a danger of contamination, odour and disease, and should not be next to a village. Superbugs were resistant to antibiotics and cancer patients' greatest fear was of infection.

Helen Villamuera also spoke on behalf of residents in objection, whilst happy for farming to take place in the countryside, objected to the industrial nature of the proposals. The figure of under 2,000 was critical in the assessment of its size. There would be odour problems from both the live animals, the carcasses and the manure. The roads were unsuitable for an increase in traffic. There would be an impact on quality of life, house prices and local businesses (particularly the chip shop) would suffer. Residents sought assurance that if granted the development would be monitored.

Note: Councillor Milne spoke as Ward Member on the application and stood down from the Committee.

Councillor Milne pointed out that residents had spent many hours researching details of such businesses and were not NIMBYs but had grave concerns. There were concerns regarding the foul water storage and its potential to overflow and contaminate water in the event of flooding. There were fears regarding the odour from the manure. Many years had been spent on winning a previous fight against such a business and it was now back to square one. Extractors would not work on carcinogens, and there was a risk to people living in the vicinity. Manure could overheat and be a fire risk and there was not a suitable water supply if straw caught fire. The roads were narrow with dangerous junctions and there had been near misses, particularly involving tractors, however highways officers had not been able to address the problems. There would be noise implications from both the traffic and the pigs. There would be an effect on both the chip shop and the local pub, detracting from outdoor custom. Villages had to live with the consequences of such decisions, and this should be refused.

Councillor Milne left the room during consideration of the application.

The Committee was reminded that neither animal welfare nor house prices were relevant to the determination of the application. There had been wide consultation and statutory bodies were satisfied with the proposals. The Environment Agency had withdrawn its initial objection and the County Highways department had assessed the traffic movements as safe with capacity for an increase. All other concerns had been addressed in the report.

Committee Members debated the application at some length and sought further clarification or assurance on a number of matters, such as the height of buildings in proximity to an aerodrome, the request for a fire hydrant, and the data used for the assessment of odour from slurry dispersion. It was affirmed that all relevant planning policies had been complied with and other responsible bodies would deal with non-planning related matters.

It was proposed that Condition 2 be amended to require tree planting to be native species and

Condition 5, that consideration be given to nesting season. Condition 9 (now 10) be amended to state 'building' not 'lagoon'.

It was moved and seconded that permission be **GRANTED** with the conditions as set out in the report and as amended below. On being voted upon it was **AGREED**.

Amended Conditions

2. No development shall take place until, a scheme of landscaping including details of the size, native species and position or density of all trees to be planted, fencing and walling, and measures for the protection of trees to be retained during the course of development have been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that a landscaping scheme to enhance the development is provided in accordance with West Lindsey Local Plan First Review Policy STRAT 1 and CORE 10.

5. No works shall take place involving the loss of any hedgerow, tree or shrub between 1st March and 31st August in any year until, a detailed survey shall be undertaken to check for the existence of nesting birds. Where nests are found, a 4 metre exclusion zone shall be created around the nests until breeding is completed. Completion of nesting shall be confirmed by a suitably qualified person and a report submitted to and approved in writing by the Local Planning Authority before any works involving the removal of the hedgerow, tree or shrub take place.

Reason: In the interest of nature conservation in accordance with West Lindsey Local Plan First Review Policy NBE 10.

10. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season following the first operation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of 5 years from the completion of the development die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure that an approved landscaping scheme is implemented in a speedy and diligent way and that initial plant losses are overcome, in the interests of the visual amenities of the locality and in accordance with West Lindsey Local Plan First Review 2006 Policies STRAT 1, STRAT 12 and CORE 10.

Note: Councillor Milne returned to the meeting at 7.16 pm.

42b 131181 - BRIGG ROAD, CAISTOR

Outline planning application for the erection of 69 dwellings - access to be considered and not reserved for subsequent applications on land at Brigg Road, Caistor. The application had been deferred from the previous meeting in order for a site visit to be undertaken.

The Principal Development Management Officer updated Committee Members on the revised drainage scheme received. The proposal was for a hybrid scheme including swales,

soakaways and drainage ponds. The Lead Flood Authority (LFA) response felt that a hybrid proposal was not the appropriate solution, and a single scheme would be better. An email had been received from the LFA stating that there was insufficient certainty for the prevention of flooding or potential pollution of chalk watercourses. The applicant's agent had stated that to undertake a full SUDS scheme would reduce the number of houses by 27, thereby making the proposals unviable. The applicant was prepared to continue working on an acceptable solution, however a traditional pipe scheme would require further work and time.

The Town Council had submitted their representation at the previous meeting and had reiterated their concerns, requesting a number of conditions should the application be approved.

A further letter of objection had been received raising concerns regarding increased traffic, the possibility being around an additional 130 cars from 69 houses. Residents knew the area better than 'experts'.

Mark Hodson, agent for the applicant, thanked the Committee for undertaking the site visit, and described the proposals as an opportunity to deliver housing close to the amenities of Caistor. The 8.5 hectare site was allocated within the CLLP and the proposals for a density of 8.12 dwellings per hectare were acceptable. The previous meeting had agreed that all issues met requirements other than the drainage matters, and these could be resolved in time. There were constraints due to the topography of the land, but it was necessary to maintain the number of houses proposed to ensure the viability of the scheme.

Paul Stubbs, local resident, spoke in objection to the proposals, citing the dangerous nature of the road, the already high level of traffic and its tendency to experience more severe winter weather due to it being higher above sea level. A previous application had been refused on highways grounds, and there were more appropriate sites within Caistor.

The Principal Development Management Officer assured the Committee that Highways officers had given lengthy consideration to the traffic implications and, subject to a number of proposed improvements, had no objections.

Members acknowledged that the site was allocated within the CLLP, although Caistor Town Council had requested its removal, the document had now been submitted for examination. Sites within market towns were being given further consideration. There were no site allocations within the Caistor Neighbourhood Plan, but the ambition was to ensure development close to the town centre and on brownfield land where possible. It was generally agreed that there was the potential for a high quality development, however the drainage constraints were of serious concern. It would be up to the applicant to resubmit the application once a drainage solution had been found.

It was moved, seconded and voted upon that the application be **REFUSED** for the amended reasons as set out below.

Reason for Refusal

The surface water drainage strategy submitted is not sufficient to be able to conclude that the proposal would adequately dispose of water in a safe and sustainable manner without increasing the risks of: flooding on site and to adjoining land and pollution to the environment

including local streams of ecological importance. In addition to this, the proposal fails to adequately justify measures to ensure foul water from the development can be disposed of viably to and within the existing foul drainage network. The proposed development is therefore contrary to saved Local Plan Policies STRAT1, NBE14 and RES1 of West Lindsey Local Plan First Review 2006 and the National Planning Policy Framework.

43 DETERMINATION OF APPEALS

RESOLVED: that the determination of appeals be noted.

The meeting concluded at 7.59 pm.

Chairman

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