

Guildhall Gainsborough
Lincolnshire DN21 2NA
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AGENDA

This meeting will be webcast live and the video archive published on our website

Corporate Policy and Resources Committee
Thursday, 21st September, 2023 at 6.30 pm
Council Chamber - The Guildhall, Marshall's Yard, Gainsborough, DN21 2NA

Members:

- Councillor Trevor Young (Chairman)
- Councillor Mrs Lesley Rollings (Vice-Chairman)
- Councillor Owen Bierley
- Councillor Matthew Boles
- Councillor Frazer Brown
- Councillor Stephen Bunney
- Councillor Ian Fleetwood
- Councillor Roger Patterson
- Councillor Tom Smith
- Councillor Mrs Mandy Snee
- Councillor Paul Swift

1. Apologies for Absence

2. Public Participation Period

Up to 15 minutes are allowed for public participation. Participants are restricted to 3 minutes each.

3. Minutes of Previous Meeting/s

- i) For approval - Corporate Policy and Resources Committee

To confirm as a correct record the Minutes of the previous meeting held on Thursday 7 September 2023. (TO FOLLOW)

- ii) For noting - Joint Staff Consultative Committee

To note the minutes arising from the Joint Staff Consultative Committee meeting on 7 September 2023. (PAGES 3 - 7)

4. **Declarations of Interest**

Members may make declarations of Interest at this point or may make them at any point in the meeting.

5. **Matters Arising Schedule**

(PAGES 8 - 10)

Setting out current position of previously agreed actions as at 13 September 2023.

6. **Public Reports for Approval:**

- i) Recommendation From Prosperous Communities Committee - Fixed Penalty Increase - Fly-Tipping, Household Waste Duty of Care, Littering and Graffiti. (PAGES 11 - 17)
- ii) Local Energy Advice Demonstrator (LEAD) (PAGES 18 - 103)
- iii) Review of RIPA Policy (PAGES 104 - 154)
- iv) Amendments to the Approved Committee Timetable: Change of Meeting Date - Prosperous Communities Committee October 2023 (PAGES 155 - 158)
- v) Committee Work Plan (PAGES 159 - 162)

7. **Exclusion of Public and Press**

To resolve 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.

8. **Exempt Report(s)**

- i) Additional Information from Leisure Provider Prior to Signing of Deed (PAGES 163 - 168)

Ian Knowles
Head of Paid Service
The Guildhall
Gainsborough

Wednesday, 13 September 2023

WEST LINDSEY DISTRICT COUNCIL

MINUTES of a Meeting of the Joint Staff Consultative Committee held in the MS Teams on Thursday, 7 September 2023 commencing at 4.00 pm.

Members: Councillor Mrs Jackie Brockway (Chairman)
Councillor Matthew Boles
Councillor Moira Westley
Councillor Tom Smith

Also Present: Councillor Ian Fleetwood

**Representatives of
Union members:**

**Representatives of
Non-union staff:** Amy Potts
Brad Bishell

In attendance: Jeanette McGarry, Assistant Director People & Democratic Services
Michelle Thompson, Human Resources Manager (Temporary)
Simon Hunt, Health & Safety Co-ordinator
Andrew Warnes, Democratic and Civic Officer

Apologies: Councillor John Barrett
James Deacon (Vice Chairman)

Membership: Councillor Tom Smith substituted for Councillor John Barrett.

15 MEMBERS' DECLARATION OF INTEREST

There were no declarations of interest.

16 MINUTES

RESOLVED that the minutes of the meeting of the Joint Staff Consultative Committee held on Thursday, 6 July 2023 be approved as a correct record.

17 MATTERS ARISING SCHEDULE

The Chairman invited comments from Members regarding the registered Matter Arising of tracking devices for waste services staff. Members raised up their own examples, which included recent meetings where situations

could have escalated, and referenced the need for established practices with available trackers to triangulate officers.

Members present at the previous meeting clarified that the registered Matter Arising was in reply to an issue raised in response to the Lone Working Policy item at the 6 July 2023 Committee meeting. The Assistant Director of People and Democratic Services explained that enforcement staff received organised training, and had access to materials from the Suzy Lamplugh Trust, assisting staff working in lone working situations.

With no further comment, the Matters Arising schedule was **NOTED**.

18 **ANNUAL SICKNESS REPORT 2022-23**

The Chairman invited the Human Resources Manager (Temporary) to present the first report, the Annual Sickness Report 2022-23, which detailed the monitoring of sickness absence for the whole of the previous financial year April 2022 – March 2023.

The Officer explained that following the annual target figure for sickness absence being set at 7.0 per FTE, the reported outcome for the reported civic year was below that level, at 5.96 days per FTE. The Officer stated that these did not include absence figures related to COVID-19.

The report featured a breakdown of figures month by month in Section 2. Section 4 detailed the comparisons between long-term, mainly due to operations and post-operation work, and short-term absences, chiefly due to viral infections. Regarding managing attendance, the policy was kept in mind, but when it comes to employee attendance issues, each case is decided independently. The Officer also advised Members of the flexible working options and working from home options for employees.

Section 6.5 advised of the benchmarking compared to other Lincolnshire authorities. The Officer clarified that these Human Resources teams meet regularly and share the best practices. Members also learned that the reporting of absences due to COVID-19, from 1 July 2023, would be included in the sickness absences for each employee but that any issues and triggers due to absences would be handled on a case-by-case basis. This was a decision taken in line with other local authorities.

The Employee Assistance Programme was also noted, including immediate counselling support, financial advice, and other support networks that signposted employee direction. The Authority did not receive the specific information of what has been disclosed and only attained the usage statistics.

Discussion on the report commenced, and Members raised queries about the figures in December 2022 compared to previous years. The Human Resources Manager (Temporary) explained that increased cold and flu

cases were reported in that month. In response to an associated query on COVID-19 related absences during the relevant years, the Officer explained that the figures to Members would be provided at a later date.

In response to a question about the reduction of absences compared to previous years, Members were made aware of different approaches the Authority took. This included the Employee Assistance Programme in dealing with any queries and staff personal worries, more publicised flexible working arrangements and technology pushed before the coronavirus-related lockdowns, and a push by senior officers and managers to support staff and the relationships with Members.

Members also queried the spread of information on the types of absences beyond short and long term, such as cold, flu, and mental health issues. The Human Resources Manager (Temporary) advised that a deeper investigation into the historical records was required and would breakdown the available data to Members.

Members also raised the increase on hybrid working instituted that helped staff and reduced the absence figures, where staff could work through less intense illnesses, and work to support themselves. In a later comment, the usage of hybrid working arrangements regularly featured at interview stages with prospective employees.

In reply to a comment about personal hygiene issues and the spread of viruses and germs, holistically was made, with Members hearing that there are still hand sanitisers for use and alcohol wipes available to wipe down desks after usage.

With no further comment, and with no need to take a vote, the report was **NOTED**.

19 **ANNUAL HEALTH AND SAFETY REPORT 2022-23**

The Chairman invited the Human Resources Manager (Temporary) to present the second and final report, the Annual Health and Safety Report 2022-23. This regularly scheduled report considered the reported accidents and actions in health safety for the past civic year. The report provided Members with information on how corporate health and safety worked within West Lindsey District Council.

It was the duty of management to ensure that all processes and procedures of work were designed and maintained, to prioritise the health and safety of our employees and visitors/contractors whilst working in or visiting our premises. The Health and Safety Co-Ordinator explained that he made spot checks on the teams where health and safety were in keen focus, such as the Depot and Operational Services.

The Officer explained that checks concerning home working were regularly

made, and that any employee unable to work from home with a suitable set-up safely was asked to return to the office. Home visits were offered to those who requested further support in setting up safe working environments for home.

Risk assessments and lone working arrangements were regularly reviewed and signed off, with a current review of the risk assessments taking place. Health and Safety Champions positions were under review due to the changed working practices, with the aim for more effective interventions going forward.

The Authority strived to improve the health and safety culture at West Lindsey District Council, progressively improving protection for employees, clients, visitors and contractors.

Accidents were recorded on Minerva (internal site), investigated by managers and assisted by the safety champion. Accidents that were reportable under RIDDOR - Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013, were subsequently reported by the Health and Safety Co-ordinator to the HSE (there were three reportable accidents in 2022-23).

Section 10.4 detailed the accident and incident figures, including the type of injuries and the narrative of each accident report. The main issue was 'Vehicle, plant, property', which included incidents caused by West Lindsey District Council vehicles whilst in the District. The increase in the yearly accident totals were attributed to better reporting of accidents and more standard operating procedures.

Employees throughout the council had been encouraged to report all incidents and near misses. Work continued through the Lincolnshire Health & Safety Advisors group around property and waste to ensure a consistent approach to health and safety.

Discussion on the report opened, and concerning the RIDDOR reportable incidents, the figures would be included in the Progress and Development reporting statistics, with any incidents logged and notified to Management Team. This would include informing the Director of Corporate Services and, in turn, liaising with the Chief Executive. Suggestions also arose about alternative notification methods for Members, which included reports to the Joint Staff Consultative Committee.

In response to a query about audits on the health and safety systems, with a raised concern of 'marking their own homework' and receiving external advice, there were regularly scheduled audits and reports made to the Authority. Further details of these could be shared with Members.

In response to a query about the verbal and physical violence figures, Members heard that these incidents were classified as such for internal logs and to build up data, for example, reporting anti-social behaviour at the

Trinity Arts Centre, and the incidents did not directly involve West Lindsey District Council employees. The Health and Safety Co-Ordinator explained that he contacted affected officers and individuals in reply to a query about checking staff welfare after incidents. This included incidents that involved front-line customer service staff, such as security guards, with these incidents included in the reported statistics.

With no further questions or statements, the report was **NOTED**.

20 **WORK PLAN**

The Democratic and Civic Officer explained that the Committee would likely consider the Body Worn Video Policy at the next meeting on 5 October 2023. Members also heard that unless there was an item in the call for papers for the 23 November 2023 meeting, that this meeting would likely be cancelled.

The Officer then explained that the other scheduled report in the workplan, for the January 2024 meeting, was the Gender Pay Gap Report, an annually scheduled report for the Committee.

With no comments from Members of the Committee, the Work Plan was **NOTED**.

21 **TO NOTE THE DATE OF THE NEXT MEETING**

The date and time of the next meeting of the Joint Staff Consultative Committee to be held at 4pm on Thursday, 5 October 2023, was **NOTED**.

The meeting closed at 4.46 pm.

Chairman

Corporate Policy & Resources Committee Matters Arising Schedule

Purpose: To consider progress on the matters arising from previous Corporate Policy & Resources Committee meetings.

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

Status	Title	Action Required	Comments	Due Date	Allocated To
Black	Public Launch of Grant Funding	CP&R 07.06.23: Cttee requested that a full launch of the new grant funding schemes be undertaken, following the 'soft launch' pre-election	Community Funding Event planned for Thursday 10th August 18:00-20:00 at Hemswell Court. Full details including invites for groups/organisations due to go out before 17/07/23.	30/06/23	Grant White
Black	Promotion of Household Support Fund / Distribution	CP&R 07.06.23: Resolved that ... "the Communications Team promote West Lindsey District Council's involvement with the distribution of the HSF thru the open application process and via food banks and voluntary organisations; that we ensure the public are aware of how they can access the funds and what they are entitled to."	<p>To date the following has been completed:</p> <ul style="list-style-type: none"> • Supported a press release for the Lincolnshire Community Foundation – which included a quote from Councillors. • This is on the website: https://www.west-lindsey.gov.uk/benefits-support/household-support-fund-grant • It was also promoted on the News section of the website. https://www.west-lindsey.gov.uk/council-news/2023/08/household-support-fund-launched-west-lindsey • It was shared on the Lincolnshire Community Foundation website https://lincolnshirecf.co.uk/grants/household-support-fund-west-lindsey/ • It was also shared on WLDC social media • It has also been picked up by the local press. <p>Additional opportunities are being explored and will be communicated with Members via the next Members Bulletin. There will also be a section on the September Parish e-brief.</p>	31/07/23	Julie Heath
Black	Additional Information from Leisure Provider prior to signing of Deed of Variation	CPR 20/7 EXTRACT (i) the Provider be asked to submit to the Committee further details of their financial and management recovery plans, setting out how they intend to bring about change to the current sports centres; and (ii) the Provider be asked to outline how they would like to see the sites developed in the future from environmental, sustainability and profitability aspects. And this information be submitted to the committee before the deed is signed.	<p>information has been requested</p> <p>Information received and confirmed item on agenda for 21/9</p>	21/09/23	Emma Foy

Green	Lobbying of LCC re further funding from the Better Care Fund	<p>extract from mins of mtg 10/11/22</p> <p>further lobbying take place with Lincolnshire County Council to obtain both further funding from the Better Care Fund for the current year and a larger allocation in future years due to the demographic pressures West Lindsey faced;</p>	<p>this has been allocated a matters arising as Members wanted assurance lobbying was happening .</p> <p>We continue to work with the County Council on this matter and will update the committee as responses are received.</p>	21/09/23	Sally Grindrod-Smith
Green	UKSPF Reporting to Members	<p>CP&R 9 Feb '23: resolved that approval be given to quarterly and annual reporting arrangements as identified in the report, these being quarterly updates on expenditure and an annual report on progress of the programme being given to the Prosperous Communities Committee: to be programmed into forward plan</p>	<p>Logged here to ensure future items are included in the work plan, responsible Officer may need updating depending on workstream.</p> <p>financial info reported to CPR July 23</p> <p>Officers are in the process of arranging a Member Workshop, reporting schedules to be confirmed.</p>	31/10/23	Sally Grindrod-Smith
Green	Exit Poll of TAC Users	<p>CP&R 07.06.23: Members enquired whether users of the Trinity Arts Centre could be surveyed as to their other interactions in Gainsborough whilst visiting the TAC. Suggested a form of 'exit poll'.</p>	<p>Staff at Trinity Arts Centre are devising an exit poll to roll out as part of the Autumn/ Winter programme.</p>	30/09/23	Emma Foy
Green	Additional Financial Information Requested	<p>CP&R 07.06.23: Members requested further cost breakdown regarding RAF Scampton as well as a benefit vs cost assessment of the depot.</p>	<p>Please share info with Members of the Committee / request same of Ady S and update matter arising.</p> <p>RAF Scampton breakdown costs were included in the Q1 budget report on July's agenda.</p> <p>Benefit/Cost assessment carried out as part of Project implementation to be shared with Members of Committee in advance of meeting 21/9/23</p>	21/09/23	Emma Foy
Green	Scope of Leisure Contract – Workshop for Members	<p>Extract from CPR 20/7 - Members again requested a workshop in order that they may understand which elements of the current service they may affect under the current contract and which matters would fall outside of scope.</p> <p>Officers undertook to arrange such a workshop in due course, noting the pressures and Members diaries at present.</p>	<p>Please arrange appropriate workshop in consultation with Lead Members/ Officers Democratic Services</p> <p>Date and format to be agreed with Members as part of training programme. - Draft report due to G and A in September</p>	30/09/23	Emma Foy

Green	Leisure contract - reasons for ceased activities	extract from mins of mtg 20/7/23 Members also requested that Officers liaise with the providers regarding roller discos, and the indoor cricket referred to seeking to understand why the activities had ceased.	Please liaise with the providers as requested and feedback information obtained through this matters arising please	21/09/23	Emma Foy
Green	amended JSCC Terms of Ref	CPR 7/9/23 - amended terms of references approved	this need to be transposed to the constitution and democratic officers need to ensure the agenda template is updated to reflect these.	29/09/23	Katie Storr
Green	new lone policy working	cpr cttee 7/9/23 - The newly approved lone working policy at appendix E had information relevant to cllrs - Cttee requested this information be circulated separately to all Members and also included in a new item	Information has been circulated to Members via email of 8 September and will feature in the next edition of the Newsletter	29/09/23	Katie Storr
Green	Market Street Renewal - Share Purchase	CPR Cttee 7/9/23 In light of cttee approving option 1 - the following is required to come to cttee (ii) The WLDC bring a business plan to the Corporate Policy and Resources Committee no later than December 2023 which sets out financial forecasts and any revised operational and governance arrangements required for approval where necessary.	Please ensure this item is added to the work plan - meetings are in Nov and December	29/09/23	Emma Foy



**Corporate Policy and
Resources Committee**

**Thursday 21st September
2023**

Subject: Fixed Penalty Increase - Fly-Tipping, Household Waste Duty of Care, Littering and Graffiti.

Report by:

Director of Change Management, ICT & Regulatory Services

Contact Officer:

Andy Gray
Housing & Environmental Enforcement Manager
andy.gray@west-lindsey.gov.uk

Purpose / Summary:

To seek approval for an increase in Fixed Penalty Notices relating to fly-tipping, littering and graffiti.

RECOMMENDATION(S):

Committee are asked to approve the Recommendation made by Prosperous Communities Committee on 12th September 2023 that:

- a) The fixed penalty charge for fly-tipping is increased to £1,000, with no reduction offered for early payment.
- b) The fixed penalty charge for a household waste duty of care offence is increased to £600, with no reduction for early payment.
- c) The fixed penalty charge for a littering or graffiti offence is increased to £500, with no reduction for early payment.
- d) That the amended charges will come into effect from 1st October 2023.

IMPLICATIONS

Legal:

The Statutory Instrument to bring about these changes was laid on the 31st of July 2023 and will come into effect 28 days later.

Financial: FIN/52/24/SL/CPR

Fixed Penalty Notices (FPNs) provide an additional income for the Council, which helps to offset some of the costs incurred in delivering the services that are relevant within this report. The additional income gained via any approved increase of fees will only further help the Council to cover additional costs that are incurred.

The FPNs are not factored into the overall budgets within the service and there is no in year target as such for the issuing of these.

Upon approval, the Fixed Penalty Notices fees and charges schedule will be updated to reflect the amended rates.

Staffing:

Existing Enforcement Officers would be delegated to issue FPNs at the amounts agreed. Any increase in FPN amounts is not proposed to increase the number of employees that are available to issue them.

Equality and Diversity including Human Rights:

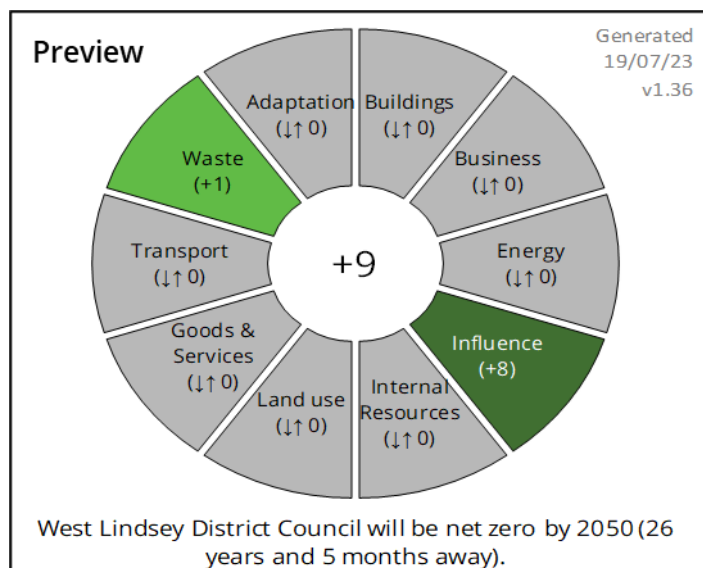
Any FPNs issued would be done so in line with the relevant legislation and the Councils Corporate Enforcement Policy. Any equality, diversity and human rights issues would be addressed on a case by case basis in line with the offence occurred.

Data Protection Implications:

None noted.

Climate Related Risks and Opportunities:

Seeking to increase the fees related to the offences within this report will mainly have a positive influence on the profile of the work that the Council does in relation to fly-tipping and littering. Enhancing this approach will raise its profile and in turn, it is hoped continues to keep these key issues at the forefront of people's minds.



Section 17 Crime and Disorder Considerations:

The receipt of an FPN is not a criminal offence in itself, however if left unpaid the Council can take action to recover the costs via the Court through what is known as the "Single Justice Procedure".

Health Implications:

Reducing the amount of fly-tipped waste, litter and graffiti in the district helps to ensure that it continues to remain a place that residents can be proud of and enjoy without disturbance. In some cases, fly-tipped waste can pose an immediate health risk and the steps that the Council takes to deal with this help to ensure that this is significantly minimised.

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

The Council's Environmental Crime Commitment is here:

<https://www.west-lindsey.gov.uk/communities-safety/community-safety/environmental-crime-policy-commitment>

Non-payment of increased charges: this is a risk to the Council; however it is currently a risk even at the existing lower amounts. Whilst the risk is real, there are believed to be more benefits in terms of increasing the amounts overall which offset this. The Council retains the right to recover any unpaid amounts through the courts should this occur.

Cost of Living: an increase in FPN charges in the current climate may be perceived negatively by the community. The mitigation for this is that the majority of persons will not attempt to or even consider committing an offence, therefore the vast majority of the population will remain unaffected. The impact that this will have on those that offend is aimed at being greater, which in regard to the Councils approach, is proportionate.

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

x

Key Decision:

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

Yes

x

No

1. Introduction

- 1.1. On 7th June 2023 the Department for the Environment, Food and Rural Affairs (Defra) announced that on the spot fines for litter, graffiti and fly-tipping are set to rise <https://www.gov.uk/government/news/bigger-fines-possible-for-littering-and-fly-tipping>
- 1.2. These proposals form part of the Prime Minister's Action Plan to clamp down on these sorts of crimes and build stronger communities. It is broadly acknowledged the blight that littering, and fly-tipping offences have on areas and the increase in scope for these fines reflect this.
- 1.3. To help equip councils with everything they need and strengthen their arm, government is laying a statutory instrument increasing the upper limits for various fixed penalty notices (FPNs) on Monday 10 July 2023. This means:
 - The maximum amount those caught fly-tipping could be fined will increase from a range of £400 to £1,000.
 - The maximum amount those who litter or graffiti could be fined will increase from a range of £150 to £500.
 - The maximum amount those who breach their household waste duty of care could be fined will increase from a range of £400 to £600.
- 1.4. Councillors have the freedom to set rates that offenders should pay, within the limits above and therefore needs to agree whether it wishes to increase the charges so that any increase can then be ratified accordingly and added to the fees and charges schedule.
- 1.5. Councillors are permitted to approve an amount that falls within the ranges stated and the reasons for the officer recommendations are set out below.

2. Fly – Tipping Offence

- 2.1. In West Lindsey there were 1,825 reported fly-tipping incidents in 21/22. This was below the national Local Authority average of 3,500, however is still a significant amount and one that the Council is committed to endeavour to continue to reduce.
- 2.2. In 21/22 it was estimated that fly-tipping clearance cost the authority £147,381. This figure is generated via the Governments monitoring system based on the number of incidents reported and dealt with by each Local Authority.
- 2.3. The Council has taken positive steps over the last 12 months to improve how it deals with fly-tipping and its Environmental Crime Commitment was agreed by Prosperous Communities Committee in March 2023. Alongside this the Council has invested in mobile fly-tipping cameras, which are deployed at various hotspots across the district. Out of hours

patrols have also been initiated which cover issues such as fly-tipping and steps have been taken to ensure that the work relating to fly-tipping and, indeed the blight it has on our communities, is highlighted via the media.

2.4. 18 fixed penalty notices for fly-tipping were issued in 22/23 at £400. In the first quarter of 23/24 six have been issued at £400.

2.5. Given the blight that fly-tipping causes and the costs the Council incurs in clearing it, it is proposed that the FPN amount for this is increased to the maximum of £1,000, with a reduction to £600 if paid within 14 days.

2.6. The Council do not have to offer a reduced payment incentive; however, it is often more cost effective to offer this, rather than seek the higher amount through the courts Single Justice Procedure. This is the process the Council undertakes if the recipient of an FPN does not pay.

3. Household Waste Duty of Care Offence

3.1. This offence is committed by a person who allows their waste to be removed from their property but does not undertake any duty of care checks in regard to the company or individual/s who remove it. This collected waste can then be fly-tipped and traced via evidence back to its original owner.

3.2. This power is aimed at ensuring that all persons who arrange for household waste to be cleared are obliged to do this in the correct manner, via a licensed waste carrier and to ensure that they do all the necessary checks prior to arranging for disposal of waste.

3.3. The current FPN amount for this offence is £400 and it is proposed to increase this to £600, with a reduction to £400 if the payment is made within 14 days.

4. Littering and Graffiti

4.1. The Council does not proactively seek out littering or graffiti FPNs. The Council will monitor littering hotspots that get reported, however it does not routinely issue FPNs for this offence. Likewise, the graffiti offence relies on being able to evidence or catch someone in the act of carrying out graffiti.

4.2. A relatively small number of littering and graffiti incidents are reported to the Council and the previously agreed Environmental Crime Commitment sets out the Council's approach to this issue. A robust approach to the setting of the FPN in this area sends a clear message that the Council do not wish for it occur and in instances where it does allow a significant charge to be issued.

4.3. On that basis it is proposed that the littering FPN is increased to the maximum of £500, reduced to £250 if paid within 14 days.

4.4. Likewise, it is proposed that the graffiti FPN is set at £500, reduced to £250 if paid within 14 days.

5. Prosperous Communities Committee

5.1. At the Prosperous Communities Committee meeting on 12th September 2023 the proposed recommendations were amended for all three fixed penalty offences to remove the reduction offered for early payment.

5.2. Committee were unanimous in their view that these matters are serious and as such should be treated in that way by the maximum penalty being levied and no offer being made for reduced payment.

5.3. Officers advised that whilst there is a risk in relation to levels of non-payment, that this risk is not deemed to be significant and should it prevail that non-payment of the amounts becomes a concern, a further report could be brought back to committee to address this.

5.4. The Council will bring the revised charges, if agreed, into effect from the 1st of October 2023.

END

Agenda Item 6b



**Corporate Policy and
Resources Committee**

21st September 2023

Subject: Local Energy Advice Demonstrator (LEAD)

Report by:

Sally Grindrod-Smith Director of Planning
Regeneration and Communities

Contact Officer:

Veronica Edwards
Senior Homes, Health and Wellbeing Officer.
01427 675 187
veronica.edwards@west-lindsey.gov.uk

Purpose / Summary:

To provide information on funding secured in Central and South Lincolnshire through the Local Energy Advice Demonstrator scheme and to seek approval to enter into a Service Level Agreement with North Kesteven District Council for the delivery of the scheme.

RECOMMENDATION(S):

1. Committee note the receipt of £304,000 of funding to deliver the Local Energy Advice via the Demonstrator Scheme in Central and South Lincolnshire.
2. Approval is given to enter into a Service Level Agreement with North Kesteven District Council for the delivery of the scheme and receipt of funding
3. That the following fixed-term roles are approved and recruited to following completion of (2) above:
 - a. 1 x Home Energy Advice Manager
 - b. 2 x Home Energy Advisors
 - c. 1 x Administrative Support Officer

IMPLICATIONS

Legal:

(N.B.) Where there are legal implications the report MUST be seen by the MO

Midlands Net Zero Hub have entered into a grant funding agreement with North Kesteven District Council (appendix 2) as accountable body, to the Central and South Lincolnshire Consortium.

West Lindsey District Council will lead the delivery of the Local Energy Demonstrator Scheme.

North Kesteven District Council will issue a Service Level Agreement to West Lindsey District Council to secure the delivery of the scheme.

Financial : FIN/48/24/MT/SST

This project relies on the allocated grant funding via Midland Net Zero Hub (MNZH) of £304,000. This is a revenue grant only, to be used to fund staff costs to provide an advisory service. As host authority West Lindsey District Council will receive £10,000 as a contribution to management overhead and administrative costs.

Funding can be adjusted or withdrawn if satisfactory progress towards targets is not demonstrated, but this is not thought to be a significant risk.

Funding is to be spent across the financial years 2023/24 and 2024/25.

The table below shows the estimated costs based on a start date of September 1st for the 4 new posts with an estimate pay award of £1925 in 2023/24 and 3.5% in 2024/25. JD's and PS have yet to written so these costs may change but will remain within the allocated grant funding.

Post	SCP	Salary with oncosts £ 2023/24	Salary with oncosts £ 2024/25
Home Energy Advice Manager	9c	29,900	53,100
Home Energy Advice Officer x2	7f	48,800	86,600
Administrator	5b	19,400	33,300
		<u>98,100</u>	<u>173,000</u>
TOTAL COST FOR SCHEME			271,100

Staffing :

(N.B.) Where there are staffing implications the report MUST have a HR Ref

The scheme will be delivered by the following:

- 4 New posts funded by LEAD allocation, hosted by WLDC. The posts to be created and recruited to are as follows:

- 1 x Home Energy Advice Manager
- 2 x Home Energy Advisors
- 1 x Administrative Support Officer

The Team Manager will be managed by the current Senior Homes, Health and Well-being Officer.

It is anticipated the new Energy Efficiency Project Officer for HUG2 will be in post early September, freeing up sufficient capacity of the Senior Homes, Health, and Wellbeing Officer to integrate the new service into the team and manage the home energy advice manager.

HR Ref: HR HR200 -7-23

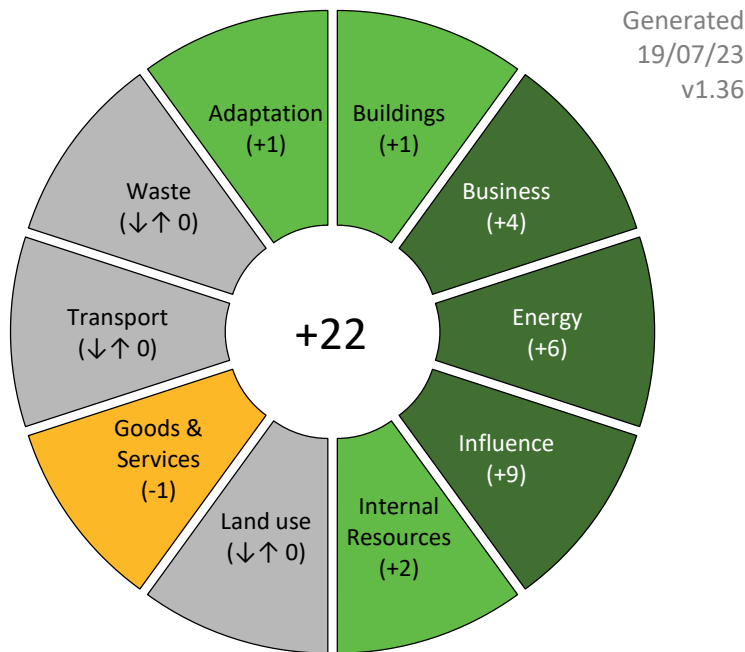
Equality and Diversity including Human Rights :

N/A

Data Protection Implications :

Data Sharing agreements to be in place with relevant partners.

Climate Related Risks and Opportunities:



West Lindsey District Council will be net zero by 2050 (26 years and 5 months away).

West Lindsey District Council has set an ambition to become a Green Council. The Council has set a net-zero carbon target across its operations by 2050.

Installing energy efficiency saving measures within the home can help reduce emissions, and support the council's Sustainability, Climate Change and Environment Strategy.

LEAD project is expected to have strongly positive impacts relating to its core focus of engaging households around energy efficiency and renewable energy. It also provides wider benefits such as skills development, partnership working, and developing the low carbon economy. Some additional use of council resources will be required, and staff travel may increase slightly. But overall, the project aligns extremely well with climate goals – helping to decarbonise hard to reach household. Monitoring data on installations and behaviour change will indicate impact.

LEAD will link in closely with Initiatives such as HUG2/ ECO tackling households in fuel poverty.

Becoming a net-zero carbon Council is very important for the Council; it will help protect the natural environment that so many of us enjoy.

Section 17 Crime and Disorder Considerations:

N/A

Health Implications:

Living in a cold, damp home is harmful to physical and mental health. Installing household energy efficiency measures, will not only reduce carbon emissions, but will make it easier and more affordable for residents to maintain a warm, comfortable environment, thereby reducing cold-related illnesses and associated stress.

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

LEAD bid

Midlands Net Zero Hub Grant Award letter

Programme guidance available at following links:

[LEAD Call for Projects](#)

[LEAD Programme Guidance](#)

Risk Assessment :

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. Executive summary

Local Energy Advice Demonstrator (LEAD) - Pilot funding grant for new approaches to providing local in-person energy advice.

The purpose of this report is to provide Corporate Policy and Resources Committee with a comprehensive overview of our Local Energy Advice Demonstrator (LEAD) grant application, the funding of £304,000 awarded, and the proposed new energy advice service to be established as a result.

The funding will be used to employ dedicate advisors to provide advice and support to people living in hard-to-modify homes and increase uptake of other government funding initiatives, such as the Great British Insulation Scheme, Home Upgrade Grant, Energy Company Obligation and Boiler Upgrade Scheme that already exist.

The report covers:

- Background on the LEAD programme (Section 2)
- Rationale for our consortium bid (Section 3)
- Details of our bid proposal (Section 4)
- Funding amount awarded (Section 5)
- Overview of the new energy advice service to be created (Section 6)
- West Lindsey District Council's roles and responsibilities (Section 7)
- Key performance indicators and targets (Section 8)
- Recommendations for formal approval

2. Background on the LEAD Programme

2.1 In March 2023 it was announced that Midlands Net Zero Hub would be working with the Department for Energy Security and Net Zero and the four other Net Zero Hubs to deliver a Local Energy Advice Demonstrator programme. This programme will fund innovative projects piloting new approaches to providing local in-person energy advice. The funding we have received is to fund advice to residents not deliver programme expenditure

2.2 The national programme provides funding of up to £2 million to individual projects to be delivered over between 1 April 2023 and 31 March 2025.. The focus of the local energy advice pilots is to test various approaches to delivering in-person advice, particularly for harder-to-treat properties and digitally excluded consumer groups.

2.3 The pilots have two main objectives. Firstly, they aim to address the complexities of hard-to-treat buildings. Secondly, they are seeking to support hard-to-reach consumers who may benefit from local, in-person advice. The reasoning for this is briefly set out below;

- **Hard-to-treat buildings** – the UK has the oldest building stock in Europe. In-person visits better capture the complexities of these building types, which are harder to address through digital and telephone advice.
- **Hard-to-reach consumers** – local, in-person advice may extend the service to certain consumer types, e.g. the elderly, disengaged, those with limited internet access, minority ethnic groups, etc.

- 2.4 Funding bids from Councils submitted prior to the deadline on 21 April 2023 were accepted on a competition basis with the successful submissions going through an element of co-design supported by the Midlands Net Zero Hub for this demonstrator programme.
- 2.5 Local energy advice pilots are intended to be an integral part of the multi-channel home energy advice service being developed by the Department for Energy Security and Net Zero. In addition to this programme, the Department for Energy Security and Net Zero (DESNZ) have launched a [new energy retrofit advice service](#) on GOV.UK to help people better understand how to make energy efficiency improvements to their home. As well a free retrofit phonenumber service, providing easy access to expert advice about retrofit technology.

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3. Rationale for our Consortium Bid

- 3.1 In considering whether to submit a bid, Greater Lincolnshire districts recognised both the challenges and opportunities that LEAD funding presented for our region:

Challenges:

- Lincolnshire has high levels of fuel poverty due to low incomes, inefficient housing and lack of mains gas access.
- Deprived rural communities can be isolated with limited digital connectivity.
- Ageing population increasingly vulnerable to cold homes.
- Many dwellings are old, solid wall or listed so difficult to insulate.

Opportunities:

- Build on our previous experience running energy efficiency schemes.
- Utilise our strong partnerships across councils, charities and health sector.
- Leverage expertise of trusted community organisations to engage target groups.
- Develop innovative approaches to assist hard-to-reach households.
- Catalyst for a sustainable countywide energy advice model through the proposed Good Homes Alliance.

3.2 A consortium was formed to submit a joint bid comprising:

- North Kesteven District Council (lead applicant)
- West Lindsey District Council
- City of Lincoln Council
- South Kesteven District Council
- Lincolnshire County Council (support)
- YES Energy Solutions (Proposed delivery partner)
- Age UK Lincoln and South Lincolnshire (support)
- NHS Lincolnshire Integrated Care Board (support)

3.3 Several of the partners make up Greater Lincolnshire Energy Efficiency Network (GLEEN.) GLEEN have met regularly for a number of years and have a track record of delivering projects in this sector. This cross-sector collaboration of trusted partners would allow us to maximise the expertise, resources and reach of the programme across Central and South Lincolnshire.

4. Details of our Consortium Bid Proposal

4.1 Prior to deadline on 21 April 2023, North Kesteven District Council submitted a joint proposal to establish a new energy advice service focused on deprived urban and rural areas across Central and South Lincolnshire.

The key elements of their bid were:

Target cohorts:

- Hard-to-reach: low income, vulnerable, digitally excluded, elderly.
- Hard-to-treat: solid wall, off gas grid, listed, poorly insulated homes.

Service model:

- Team of in-home advisors providing personalised advice and support.
- Localised engagement via mobile vans, pop-ups, existing community venues.
- Partnerships with health, councils, charities to identify and reach households.
- Practical assistance to access grants, benefits, tariffs, install measures.
- Complement national services through enhanced in-person support.

Innovative approaches:

- Energy cafes to provide informal group advice sessions.
- Digital skills training to increase online access.
- Recruit community volunteers as local energy champions.

Outcomes:

- Increased engagement and awareness amongst target groups.
 - More households receiving energy efficiency improvements.
 - Reduced bills, warmer homes, improved health for residents.
 - Blueprint created for wider replication nationally.
- 4.2 The proposal was specifically tailored to the needs and opportunities in our region while meeting the LEAD programme's aims around trialling intensive in-person models of advice.

5 Grant Funding Amount Awarded

5.1 Officers have now been notified that our consortium's proposal has been successful and North Kesteven acting as accountable body will be paid £304,000 to deliver the energy advice service. Expenditure must be incurred by 31 March 2025.

5.2 The funding is provided by DESNZ, administered through Midlands Net Zero Hub, and will flow to partners as follows:

- DESNZ – Midlands Net Zero Hub – North Kesteven District Council – Consortium members

North Kesteven District Council will distribute the funding to each consortium partner in line with the planned budget and delivery responsibilities.

5.3 A draft Grant Funding Agreement has been received setting out the formal terms and conditions. It has been reviewed by Lincolnshire Legal services with no significant risks or issues identified.

6. Overview of New Energy Advice Service

6.1 As per the bid (attached as appendix 1.) The funding will be used to establish a new energy advice service covering Central and South Lincolnshire.

6.2 The core purpose is to provide tailored advice and support to hard-to-reach and vulnerable households to improve the energy efficiency of their homes.

6.3 The service will focus on engaging target groups within deprived urban and rural areas known to have high levels of fuel poverty.

6.4 To achieve this, the grant will fund the recruitment of the following new staff:

- 1 x Home Energy Advice Manager
- 2 x Home Energy Advisors
- 1 x Administrative Support Officer

6.5 These advisors will be line managed and hosted by West Lindsey District Council. Their role will be to provide intensive individual support including:

- Home energy assessments and personalised advice.

- Assisting access to grants, schemes and benefits.
 - Support to switch tariffs, manage debts etc.
 - Installation of energy saving measures.
 - Ongoing lifestyle and behaviour change guidance.
- 6.6 The team will work closely with other organisations to maximise the impact:
Councils:
- Identifying eligible households based on indices of deprivation.
 - Making referrals between internal housing, benefits and social care services.
 - Providing links to additional support.
- 6.7 Health sector:
- Targeting vulnerable residents via primary care networks.
 - Offering holistic support across health and housing issues.
 - Monitoring impacts on health outcomes.
- 6.8 Community groups:
- Engaging through trusted local networks.
 - Recruiting volunteer energy champions.
 - Providing grassroots intelligence on needs.
- 6.9 Charities:
- Reaching groups with specific needs e.g. elderly.
 - Embedding advice within existing support services.
 - Enabling joint-up holistic assistance.
- 6.10 The goal is to trial these innovative models of intensive in-person energy advice through practical demonstration, enabling evaluation of what works well before looking to replicate effective approaches on a wider scale.

7. West Lindsey District Council's Role

- 7.1 As part of the consortium, West Lindsey District Council has been proposed as the lead local authority for hosting the new energy advisor roles created by the grant funding. This will involve taking responsibility for:
- Recruiting and line managing the new staff: 1x Manager, 2x Advisors, 1x Support Officer.
 - Providing office accommodation, equipment and administrative support.
 - Ensuring smooth day-to-day operation of the advisory team.
 - Linking the team with other Wellbeing, Housing and Benefits services to identify residents needing assistance.

7.2 In return for hosting the posts, we will receive a proposed £10,000 as a contribution to management overhead and administrative costs.

Being the host authority enables us to:

- Directly shape, influence and monitor the delivery of this service locally.
- Align it closely with our own strategic objectives and existing initiatives.
- Build organisational capabilities in energy efficiency advice.
- Gain insights to inform future service development.

8. Key Performance Indicators

8.1 As part of the grant funding agreement, we have committed to demonstrate achievement of the following key performance indicators including:

Mandatory KPI's	2023/24	2024/25
	Totals	Totals
Number of people provided with in-person advice. KPI 1	298	502
Number of homes with measures installed following advice. KPI 2	108	162
Customer satisfaction with advice and empowerment levels (as a % of all users). KPI 3	75%	75%
Number of off-gas-grid homes with measures installed following advice.	25	37
Number of solid-walled homes with measures installed following advice.	20	25
Number of homes with clean heat technologies installed following advice (e.g., electric storage heaters, air source heat pumps, ground source heat pumps).	10	15
Harder-to-treat homes identified locally, and barriers to retrofit identified and overcome. Project KPI 1	25	30
Vulnerable consumers identified locally, and barriers to retrofit identified and overcome. Project KPI 2	25	45

8.2 Performance will be monitored by GLEEN and Housing and Wellbeing Board, which provides important oversight of the service delivery. Regular meetings will be held with MNZH who will provide steering advice and guidance in this area. Funding can be adjusted or withdrawn if satisfactory progress towards targets is not demonstrated, but this is not thought to be a significant risk.

8.3 In summary, this grant funding provides an opportunity to significantly expand the energy efficiency advice and practical support we can provide to vulnerable households across West Lindsey and Lincolnshire.

8.4 The additional service proposed closely aligns with our council's strategic objectives around tackling inequality, improving wellbeing, supporting vulnerable residents and reducing carbon emissions.

8.5 Being the host organisation will allow us to shape delivery, monitor performance, demonstrate leadership and build our capabilities in this increasingly essential area.

8.6 Accepting this funding will highlight West Lindsey District Council's commitment to assisting those most in need while advancing our climate change goals through local action.

RECOMMENDATION(S):

1. Committee welcome the receipt of £304,000 of funding to deliver the Local Energy Demonstrator Scheme in Central and South Lincolnshire.
2. Approval is given to enter into a Service Level Agreement with North Kesteven District Council for the delivery of the scheme.
3. That the following roles are approved and recruited to with immediate effect:
 - a. 1 x Home Energy Advice Manager
 - b. 2 x Home Energy Advisors
 - c. 1 x Administrative Support Officer

DOMESTIC LOCAL ENERGY ADVICE DEMONSTRATOR PROJECTS

APPLICATION FORM

Please complete the sections below and return to LocalEnergyAdvice@nottinghamcity.gov.uk by 21/04/2023

This programme is subject to funding being approved and received.

Please note completing an application does not guarantee selection. Projects will be scored and selected based on merit and strategic fit with the overall local energy advice programme objectives.

The lead organisation should complete this application.

If you have any questions about the programme and/or the application form, please contact us at LocalEnergyAdvice@nottinghamcity.gov.uk

Section A: Lead Organisation Details

Organisation name	North Kesteven District Council
Organisation Type	Local Authority
Company registration number (if relevant)	N/A
Date of company registration (if relevant)	N/A
Name, job title, Tel no. and email of contact person	Ania Campbell Climate Change Manager Telephone: 01529 308216 Email: ania_campbell@n-kesteven.gov.uk
Registered address incl. postcode	District Council Offices, Kesteven Street, Sleaford, Lincolnshire, NG34 7EF
Postal address incl. postcode (if different from above)	N/A
Website address	www.n-kesteven.gov.uk
Role in delivering proposal	Finance accounting and risk management

Section B: Consortia Partners (if applicable)

Organisation name	Greater Lincolnshire Energy Efficiency Network (GLEEN) feeding into the Lincolnshire Housing Health and Care Delivery Group (HHCDG)
Main contact (name, job title, tel no. and email)	Sean Johnson Public Health Programme Manager Telephone: 07917707186 Email: sean.johnson@lincolnshire.gov.uk

Address incl. postcode and website	Lincolnshire County Council, County Offices, Newland, Lincoln, LN1 1YL www.lincolnshire.gov.uk
Delivery role	Project and governance board(s) administration

Organisation name	West Lindsey District Council
Main contact (name, job title, tel no. and email)	Veronica Edwards Senior Homes, Health and Wellbeing Officer Telephone: 01427 675187 Email: veronica.edwards@west-lindsey.gov.uk
Address incl. postcode and website	Guildhall, Marshall's Yard, Gainsborough, www.west-lindsey.gov.uk
Delivery role	Host organisation (TBC awaiting management approval)

Organisation name	City of Lincoln Council
Main contact (name, job title, tel no. and email)	Kate Bell Climate Change Manager Telephone: 01522 873311 Email: kate.bell@lincoln.gov.uk
Address incl. postcode and website	City Hall, Beaumont Fee, Lincoln, www.lincoln.gov.uk
Delivery role	Bid coordinator/Project board

Organisation name	South Kesteven District Council
Main contact (name, job title, tel no. and email)	Serena Brown Sustainability and Climate Change Officer Telephone: 01476 406125 Email: serena.brown@southkesteven.gov.uk
Address incl. postcode and website	Offices, St Peter's Hill, Grantham, Lincolnshire www.southkesteven.gov.uk
Delivery role	Project board

Section C: Additional Delivery Partners/Suppliers

Organisation name / type if specific organisation not yet contracted	YES Energy Solutions
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Address incl. postcode and website if known	Unit 1, Brookwoods Industrial Estate, Burrwood Way, Holywell Green, Halifax, West Yorkshire, HX4 9BH
Delivery role	Installation partner
Process through which partner/supplier will be procured	There is an existing contract for the Sustainable Warmth programme that can be extended to access ECO4 and the Great British Insulation Scheme and be topped up through local funding.
Date at which partner/supplier expected to be contracted	Contract variation (if required) by the end of June 2023

Organisation name / type if specific organisation not yet contracted	Age UK Lincoln and South Lincolnshire
Address incl. postcode and website if known	36 Park Street, Lincoln, LN1 1UQ www.ageuk.org.uk/lincolnsouthlincolnshire
Delivery role	Free impartial and confidential energy advice to anybody aged 50 or over living in Lincoln and South Lincolnshire.
Process through which partner/supplier will be procured	This is an existing service funded by the Energy Redress Scheme that the Domestic Local Energy Advice Demonstrator (LEAD) would link in to.
Date at which partner/supplier expected to be contracted	N/A

Organisation name / type if specific organisation not yet contracted	NHS Lincolnshire Integrated Care Board
Address incl. postcode and website if known	Bridge House, The Point, Lions Way, Sleaford, Lincolnshire, NG34 8GG www.lincolnshire.icb.nhs.uk
Delivery role	Integration of health services and targeting advice and interventions
Process through which partner/supplier will be procured	N/A
Date at which partner/supplier expected to be contracted	N/A

<p>1. Do you intend to provide guidance on green finance, including loans, through the project? If so, please confirm that either the lead organisation or one of the delivery partners is authorised to do so by the Financial Conduct Authority; and provide a reference number for that organisation's entry in the Financial Services Register.</p>	<p>It is our intention to signpost to other financial advice services and this will be coordinated through the Lincolnshire Financial Inclusion Partnership (FIP).</p> <p>One of the themes of the Lincolnshire Good Homes Alliance project is financial solutions, including equity release. The FIP and the GHA will be using the Connect to Support Lincolnshire website for Money Talk Lincs and domestic home energy advice. Officers would provide support for residents to find appropriate funding sources and refer residents deemed able to access the website to advice available through Find Ways to Save Energy in Your Home.</p>
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Section D: About your Organisation and Project Team [20%]

<p>1. Provide a brief description of your organisation including your experience of delivering energy advice to consumers (individual applications max 400 words; consortia max 700 words).</p>	<p>Lincolnshire councils and their organisational partners have long recognised the need to reduce household dependence on electric, gas (including LPG) and oil and maximise household incomes and worked together, in partnership, to leverage success. Improving home energy efficiency is the remit of the Greater Lincolnshire Energy Efficiency Network (GLEEN) and tackling financial exclusion is the remit of the FIP. The lead organisation for this bid, North Kesteven District Council has been integral to GLEEN and its predecessors since enactment of the Home Energy Conservation Act 1995 (HECA).</p> <p>Consisting of experienced, specialist officers and subject matter experts from all ten Greater Lincolnshire local authorities, NEA [National Energy Action] and other voluntary and community sector partners (e.g., Age UK, Citizens Advice, and YMCA), GLEEN has a long record of successful project delivery with evidenced outcomes. This included the establishment of the Lincolnshire Energy Efficiency Advice Centre (EEAC) as part of the national network of advice centres and running a successful Home Energy Lincs Partnership (HELP) insulation scheme and a Department of Energy and Climate Change (DECC) Central Heating Fund scheme. More recently, Lincs 4 Warmer Homes (L4WH) was set up to connect residents with the third round of the Energy Company Obligation (ECO), ECO3 and was run by EQUANS (formerly ENGIE Ltd), North East Lincolnshire Council's (NELC) regeneration partner. This</p>
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was through a partnership agreement to engage a single shared administration assistant. A limited Information Sharing Agreement (ISA) is in place between all ten local authorities across Greater Lincolnshire. L4WH also successfully bid for a Warm Homes Fund scheme to assist with first time central heating installations.

Further recent experience has included delivering the Sustainable Warmth programme through a consortium of City of Lincoln Council, North Kesteven District Council, South Kesteven District Council, and West Lindsey District Council, working with our appointed contractor for customer journey support and delivery partner YES Energy Solutions.

These partners are keen to work together on LEAD. The South and East Lincolnshire Council Partnership of Boston Borough Council, East Lindsey District Council, and South Holland District Council are submitting a separate LEAD application. However, the councils across Lincolnshire would collaborate to ensure countywide coverage should both applications be successful. There could also be the potential to expand the LEAD to North Lincolnshire and North East Lincolnshire.

There is the opportunity to deliver end to end support through YES, linking into the national Simple Energy Advice service and through Connect to Support Lincolnshire. Whilst we are aware this currently doesn't provide sufficient advice and support to 'hard to reach' it does bolster resources, working in coordinated way, and allowing a cohesive 'in-house' service.

GLEEN is working through HHCDG to help shape the new service as part of the HHCDG Delivery Plan to "Expand the Lincs 4 Warmer Homes (L4WH) scheme to access a broader range of financial support for energy efficiency improvements and green homes and provide practical energy and cost saving advice".

2. Please complete the project team table below (add rows as necessary).

No.	Post title	Post % FTE eg 100%	'Currently employed' or 'To be recruited'?	Relevant Qualification	If 'To be recruited,' how will this take place? (incl. expected timescales)	Role reports to...?
1.	Service Manager	10%	Currently employed One of the named consortium partners would manage the LEAD	Experience of managing major energy schemes and grant funded programmes	N/A	Assistant Director in the organisation
2.	Home Energy Advice Manager	50%	To be recruited or seconded	Project Management Domestic Energy Assessor (DEA)	June – Sept prepare JD, advertise and recruit. Appointed Sept 23- March 25	Service Manager
3.	2 x Home Energy advice caseworker(s)	200%	To be recruited or seconded	Domestic Energy Assessor (DEA) City and Guilds level 3 DBS	June – Sept prepare JD, advertise and recruit. Appointed Sept 23- March 25	Home Energy Manager
4.	Administration Support / Communications officer	100%	To be recruited or seconded in addition to Age UK Warm and	City and Guilds Level 3 in Energy Awareness	June – Sept prepare JD,	Home Energy Manager

			Wise Energy Advisors		advertise and recruit. Appointed Sept 23- March 25	
<p>3. Provide a brief description of how the team will be mobilised to manage and deliver the project (individual applications max 150 words; consortia applications max 300 words).</p>			<p>North Kesteven District Council will be the lead organisation and responsible for managing the overall project, payments and receipt of grant in arrears.</p> <p>West Lindsey District council will host the new posts and providing line management. The new posts will work alongside the Lincolnshire Wellbeing Team, also hosted by WLDC.</p> <p>A Project team will be established to include key stakeholders involved in the delivery of the project and representatives from the 5 Local Authorities. The project team will be responsible for recruitment of the new posts, preparing the project plan and monitoring progress throughout,</p> <p>YES will be our delivery partner on the project and will be responsible for recruiting, managing and hosting a newly formed Lincolnshire Good Home Alliance Team made up of fully trained and qualified Energy Advisor.</p> <p>Project mobilisation will commence in June 2023 with the preparation and advertisement of the Home Energy Advice Manager, 2 Home Energy Advisor/caseworker posts, appointment and admin support/coms officer post expected to be in post September 2023 (19 months).</p> <p>We will aim to mobilise as quickly as possible, where recruitment is needed for new posts we will first look for secondment opportunities within our own organisations. – identify someone within the LA already first and if not possible, go out to recruit externally either direct (through advertising) or from an agency.</p>			

4. Please set out accountabilities, resources, expertise, skills, responsibilities, and experience of each post in the table above.	Details requested have been shared in the table above.

Section E: Your Proposal [50%]

<p>1. Describe which of the strategic themes your proposal will address - include a brief summary against each identified priority (max 300 words per priority).</p>	<p>LEAD will address the following strategic themes:</p> <p>Support hard-to-reach consumers located in most deprived LSOAs</p> <p>The project will include within its cohort, households in urban as well as rural on-grid and off-grid areas that are located in the 10% most deprived Lower Super Output areas according to the English Index of Multiple Deprivation (EIMD). These locations are recognised as having high estimated levels of fuel poverty.</p> <p>Home Energy advice will be aimed at vulnerable people, those who are disengaged from the domestic energy market, and those living on a lower income (defined as less than 80% of the UK national median).</p> <p>The participating households will be living in a home that has a Fuel Poverty Energy Efficiency Rating (FPEER) of band D or below and if, after subtracting their modelled energy costs and housing costs, their residual income is below the poverty line.</p> <p>Using the Low Income Low Energy Efficiency (LILEE) metric of fuel poverty Central and South Lincs has an estimated 32,123 households, 16.5%. This is currently higher than the average for England (13.2%) or East Midlands (14.2%)</p> <p>Working in partnership with the NHS Lincolnshire ICB, Primary Care Partnerships (PCNs) and individual GP practices within deprived areas, we will aim to identify people from inclusion health cohorts and people living with long-term illnesses or disabilities exacerbated by living in a cold home. The LEAD will then proactively approach individuals to deliver advice and offer support. This meets the aims of the NHS Core 20 Plus 5 strategy to tackle health inequalities and support hard-to-reach cohorts to access healthcare services. One of the specified interventions is respiratory conditions (which are exacerbated or even caused by living in cold, damp homes).</p> <p>Support for hard-to treat properties located in most deprived LSOAs</p>
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	<p>Hard to treat properties are defined as homes and properties that are hard to make energy efficient as conventional measures can't be used to improve efficiency. These are measures such as Cavity Wall Insulation, Loft insulation or don't have access to a gas mains for a boiler.</p> <p>We will prioritise solid wall properties in both urban and rural areas with an SAP rating D-G.</p> <p>The high proportion of properties which have no access to mains gas for heating is another key theme, and a contributing factor to higher-than-average levels of fuel poverty in the central and south Lincolnshire area. According to household data from the 2021 Census, off-gas properties represent 32% of properties in the area.</p> <p>Nationally, properties which are listed or situated within conservation areas are increasingly recognised as hard to retrofit, both in practical and legislative terms. Within our area, there are 76 Conservation areas, where particular regard must be given to the exterior of properties and the potential for some measures including solar PV and the location of heat pumps is more restricted. These properties often require a more detailed assessment of retrofit potential and can take longer to treat due to the need to obtain the necessary permissions.</p> <p>We would also identify listed properties and conservation areas, of which there are a significant number of properties in our area and work with the household and conservation officer to identify suitable energy efficiency measures.</p>
<p>2. Describe how your proposal will deliver new or innovative approaches to providing energy advice to consumers (individual applications max 600 words; consortia applications max 900 words).</p>	<p>GLEEN's Local Energy Advice Demonstrator (LEAD) is an innovative project is designed to provide tailored energy advice to hard-to-reach consumers in a uniquely challenging area, with both significant urban and rural deprivation and fuel-poor households. By focusing on distinct but interconnected geographical areas, in the county of Lincolnshire, the project targets specific Lower Super Output Areas (LSOAs) within the 10% most deprived LSOAs in England. The established close working relationships and knowledge base of the consortium partners make them especially well placed to identify priority customers based on</p>

evidence of need concerning hard-to-treat and hard-to-reach households.

Several innovative approaches set the LEAD project apart from traditional energy advice programs:

Home Energy Advisors: A team of 2 dedicated Home Energy Advisors will provide personalised in-person support to residents in their homes or at public venues such as designated warm/cool spaces, with a Casework / Service Manager ensuring an evidence led strategic direction. This hands-on approach allows advisors to gain a deeper understanding of the unique challenges faced by hard-to-reach consumers and offer customised solutions.

Community Engagement: The project will effectively engage with hard-to-reach groups by leveraging existing support channels, organisations, and neighbourhood support groups. Collaborating with warm/cool space locations across Lincolnshire, the project will combine an energy cafe for face-to-face engagement and support, creating a welcoming environment for residents to learn about energy-saving measures.

Community Energy Champions: To establish a long-term network of community energy champions throughout the county, LEAD will offer basic energy training to local volunteers. These champions will provide basic energy advice to community groups, signpost existing home energy grant schemes, and make household referrals to Home Energy Advisors when hard-to-reach or hard-to-treat households are identified. This approach ensures ongoing community involvement and a sustainable support network for energy efficiency.

Mobile Energy Advice Van: The project has potential to introduce a Mobile Energy Advice Van, available for use by Home Energy Advisors across Lincolnshire. This innovative approach would use existing Local Authority vehicles during periods where they are not utilised (such as evenings and weekends) with detachable banners to advertise LEAD. Parked at targeted locations or events it would enable the project to reach residents with limited digital access or skills, offering them essential energy advice and guidance.

Digital Inclusion Support: In addition to the Mobile Energy Advice Van, LEAD will provide digital one-to-one support for households with easy access to local libraries or community centres. For those with limited access to local facilities, additional support will be offered for accessing broadband at home via social tariffs. This initiative ensures that even digitally excluded households can benefit from energy-saving advice and resources.

Comprehensive Home Visits: One-to-one household visits will be arranged following a simple eligibility check. These visits will include a thorough assessment, and where possible, the Home Energy Advisor will offer immediate help. They will be able to install simple energy-saving measures, provide energy efficiency advice, and signpost to help residents find better deals on energy bills. This hands-on approach guarantees that the support provided is both targeted and effective and will help increase customer satisfaction.

Home Visit Packs: Each Home Energy Advisor will leave behind a Home Visit Pack containing details of the help and advice given, as well as information about further grant support and access – signposting to the Govt site This tangible resource ensures that residents have an ongoing reference for implementing energy-saving measures and accessing relevant support. The packs will be visual and mindful particular accessibility needs.

Overheating Adaptation Measures: LEAD recognises the forthcoming challenges faced by households experiencing overheating, particularly vulnerable residents in flats or new builds. The project will provide advice on adaptation measures to address this issue, further enhancing the scope of support offered to hard-to-reach consumers.

These innovative approaches come together to create a comprehensive, user-centred energy advice service designed specifically to support hard-to-reach consumers and fuel-poor households. The LEAD project's success in Lincolnshire will serve as a blueprint for similar initiatives in other regions, with the potential for widespread replication and a significant impact on energy efficiency and sustainability across the country.

In conclusion, the GLEEN Local Energy Advice Demonstrator (LEAD) project offers a unique combination of innovative strategies such as hands-on Home Energy Advisor support, community engagement, mobile advice vans, and digital inclusion initiatives. These methods ensure that hard-to-reach consumers receive tailored energy advice and assistance in implementing energy-saving measures.

By addressing the specific challenges faced by rural areas, fuel-poor households, and hard-to-treat buildings, the LEAD project creates a more inclusive and effective approach to energy efficiency. Furthermore, the project's existing governance and support structure through GLEEN and collaboration with local authorities, community organisations, and neighbourhood support groups fosters a strong sense of community involvement and long-term sustainability.

The emphasis on training community energy champions ensures a lasting network of knowledgeable individuals who can continue to offer support and advice to their local communities. This creates a sustainable, self-perpetuating system that can have a lasting impact on energy efficiency and fuel poverty in the region.

LEAD's approach to digital inclusion, through one-to-one support and social tariff initiatives, helps with scalability by working to bridge the digital divide and ensures that all residents can access the necessary resources and advice to improve their home's energy efficiency.

Finally, the project's focus on adaptation measures for households experiencing overheating demonstrates awareness of horizon scanning and commitment to addressing diverse challenges faced by hard-to-reach consumers, providing comprehensive and relevant support.

By successfully implementing the LEAD project in Lincolnshire, the potential for replication in other regions becomes evident. The innovative strategies employed by the project can be adapted to suit the unique needs of different communities, making it an ideal model for future energy efficiency initiatives. By following the LEAD blueprint, it is possible to create a more sustainable, energy-efficient future for hard-to-reach consumers across the UK.

<p>3. Describe how your proposal complements the GOV.UK advice website and the national retrofit phoneline (max 150 words).</p>	<p><i>Proposals should ensure the in-person energy advice supports and complements the advice available through Find Ways to Save Energy in Your Home (the “digital service”) and the National Retrofit Phoneline.</i></p> <p>Local Home Energy Advisors will complement the existing government advice website and national retrofit phoneline by providing specialist end-to-end support, filling a gap where existing schemes are unable to reach those who struggle to understand or feel capable of accessing schemes/online information. We are offering tailored solutions and services that respond to specific needs</p> <p>Will take referrals from the digital/phoneline services, but also target households with limited digital access, either referred by other support services or identified through engagement at roadshow/ pop up events/ warm spaces/partners.</p>
<p>4. Describe what partnerships and collaborations you will build, with who, and how these will add value to the project (individual applications max 300 words; consortia applications max 600 words).</p>	<p>The LEAD project aims to build on already strong partnerships and work in collaboration with a diverse range of organisations to maximise its impact on hard-to-reach consumers. Building these relationships will ensure that the project reaches its target audience effectively and taps into the expertise and experience of local organisations. The project will collaborate with:</p> <p>Citizens Advice (CA): By partnering with CA, the project can leverage the organisation's expertise in providing advice and support to vulnerable consumers. This partnership will enable our Home Energy Advisors to work closely with CA advisors, who can refer clients in need of energy advice, facilitate appointments, and provide additional support on related matters, such as financial or legal issues.</p> <p>Age UK: As a leading charity for older people, Age UK offers invaluable insight into the needs and concerns of elderly consumers. Collaborating with Age UK will help us identify and support older residents who may struggle with digital exclusion, limited access to information, or mobility issues. The partnership will also enable us to provide tailored advice for older people, ensuring that their specific needs are met.</p> <p>Parish councils: Working with parish councils is essential for establishing a strong connection with local communities. These councils can provide valuable information on the unique needs</p>

	<p>and characteristics of their area, help identify hard-to-reach consumers, and support community engagement initiatives, such as energy champion training and the establishment of warm/cool spaces.</p> <p>Community groups: Partnering with community groups allows the LEAD project to tap into existing networks and relationships within the local area. These groups can help spread awareness of the project, refer clients, and support community events, such as energy cafes or mobile advice van visits.</p> <p>Local authorities: Working together as delivery partners will enable the project to align with existing energy and sustainability strategies and access additional resources and support. Local authorities will also help identify priority areas based on evidence of need, ensuring that the project's efforts are focused where they are most needed.</p> <p>These partnerships and collaborations will add significant value to the LEAD project by extending its reach, enhancing its credibility, and providing additional resources and expertise. By working closely with these organisations, the project will be able to deliver a more comprehensive, targeted, and effective energy advice service to hard-to-reach consumers in Lincolnshire.</p> <p>The team will work alongside Wellbeing Lincs Responders. Wellbeing Lincs (WL) is a countywide service, funded by Lincolnshire County Council supporting adults across Lincolnshire to achieve confident, fulfilled and independent living. WL Responders will be able to make referrals to the Home Energy Advice Scheme for specialist energy efficiency advice and support</p> <p>The team will liaise with the SHINE network and other mental health charities throughout to identify hard to reach households that require additional support to access grant funding.</p>
<p>5. Briefly outline the methods and messages that you will use to engage with consumers (for individual applications max 200 words for each; for consortia</p>	<p>Methods:</p> <ol style="list-style-type: none"> 1. Community outreach: Collaborate with local organizations, such as Citizens Advice Bureau, Age UK, parish councils, and community groups, to identify and reach out to hard-to-reach consumers. These organisations can refer clients, help spread awareness about the project, and

applications max 400 words for each).

- provide valuable insights into the needs of their communities.
2. **Personalised advice:** Offer one-to-one in-person support through Home Energy Advisors, who will visit consumers in their homes or at public venues such as warm/cool spaces. The personalised approach will allow for more in-depth and tailored advice, catering to the unique needs and circumstances of each household.
 3. **Mobile Energy Advice Van:** Use the Mobile Energy Advice Van to engage with consumers in rural areas and those with limited digital access or skills. The van can visit community events or designated locations, providing energy advice and resources to those who may struggle to access these services otherwise.
 4. **Energy champions:** Train community energy champions to offer basic energy advice and support to their local communities. These champions can help engage with hard-to-reach consumers, raise awareness about the project, and make referrals to Home Energy Advisors when needed.
 5. **Digital inclusion initiatives:** Offer one-to-one digital support to help consumers access online resources and services. This may include assistance with using computers at local libraries or community centres, or support with accessing broadband at home through social tariffs.
 6. **Clear and accessible messaging:** Ensure that all communications, both written and verbal, are clear, concise, and easily understood by a diverse range of consumers. This includes using plain language, avoiding jargon, and providing information in a variety of formats, such as visual aids, infographics, and easy-read materials.
 7. **Localised marketing and promotion:** IN addition to the above, utilise local media channels, such as newspapers, radio, and social media at host organisations, to promote the project and its services. Create targeted promotional materials that resonate with specific consumer groups, focusing on the benefits of energy efficiency, cost savings, and improved home comfort.

By employing these methods and messages, the LEAD project will effectively engage with hard-to-reach consumers, ensuring they receive the energy advice and support they need to improve their home's energy efficiency and reduce fuel poverty.

Messages:

To effectively communicate with the target hard to reach customers, we will tailor our messaging to address their specific needs and concerns. The following are some key messages we will convey:

1. Energy cost savings: Emphasise the potential financial benefits of energy efficiency improvements, such as reduced energy bills and long-term cost savings.
2. Home comfort: Highlight the positive impact of energy efficiency measures on the overall comfort of their homes, such as better temperature control, reduced drafts, and improved air quality.
3. Tailored solutions: Communicate that our energy advice is personalised and tailored to each individual household, taking into account their unique needs, circumstances, and building characteristics.
4. Government grants and support: Inform customers about available government grants, schemes, and support that can help them finance energy efficiency improvements and reduce upfront costs. Inform customers about our delivery partner, YES energy and schemes they may qualify for.
5. Environmental benefits: Explain the environmental benefits of energy efficiency measures, including reduced greenhouse gas emissions and lower carbon footprint.
6. Health and well-being: Describe the potential health benefits of energy efficiency improvements, such as reduced exposure to damp, cold, and mould, and improved indoor air quality.
7. Easy access to expert advice: Ensure customers know about the various channels they can use to access our services, including Home Energy Advisors, community energy champions, and the Mobile Energy Advice Van.
8. Local and trusted service: Emphasize that our project is locally based and works closely with well-established organizations in the community, such as Citizens Advice Bureau and Age UK, to build trust and credibility.
9. Overcoming barriers: Address common concerns and barriers to energy efficiency improvements, such as disruption during installation, planning issues, or conservation/listed status, and explain how our project can help overcome these challenges.
10. Empowerment and self-sufficiency: Encourage consumers to take control of their energy use and make informed

	<p>decisions about energy efficiency measures, fostering a sense of empowerment and self-sufficiency.</p> <p>All messages will complement those available through Find Ways to Save Energy in Your Home (the “digital service”) and the National Retrofit Phonenumber.</p> <p>By referring to existing advice, and signposting and amplifying those messages whilst emphasising the key ones of our own campaign, we will effectively communicate the benefits and importance of energy efficiency improvements to our target customers. All whilst addressing their specific needs and concerns, ultimately leading to increased engagement and successful project outcomes.</p>
<p>6. Describe how your proposal demonstrates an understanding of the local area including types of consumers, their homes and challenges, and how to address these. Include a clear definition of the geographical target of your proposal (for individual applications max 500 words; for consortia applications max 800 words).</p>	<p>Effective engagement with households has been recognised as an issue through our experience delivering the Sustainable Warmth Competition funding in the central and south Lincolnshire area. Despite householders qualifying as eligible for either LAD3 or HUG1 funding, we observed a high number of residents (8188) who were no longer interested in receiving upgrades to their property. In the majority of instances, this was where a customer had got in contact regarding the scheme but failed to respond to subsequent contact. Other customers reported that they were no longer interested in the energy efficiency measure proposed for their property, or the timing of works was not agreeable to them. We believe this presents an opportunity to engage with the community more comprehensively around benefits of specific energy efficiency technologies, in order to increase the number of properties undergoing retrofit.</p> <p>Central and South Lincolnshire covers a large rural area including South Kesteven, North Kesteven and West Lindsey and the urban area of Lincoln. There are 4 urban centres including Lincoln, Grantham, Sleaford, Gainsborough and market towns which include Lower Super Output Areas (LSOA) which are within the 20% most deprived in England. Also capture residents within core 20 plus 5 to account for additional hard to reach households who live outside 20% most deprived e.g., farmers and agricultural workers, and residents with long term health conditions.</p> <p>All LSOAs include a high proportion of solid wall, 1900 – 1920s properties, some with rooms in roof that are difficult to insulate.</p>

	<p>Rural areas include a wide range of solid wall, older properties that are very isolated. Some larger detached bungalows built in the 1970s without cavity wall and minimal loft insulation that are requiring retrofit to improve the energy efficiency. A significant proportion of these homes are occupied by older more vulnerable residents.</p> <p>In early 2023 we commissioned a Catapult Local Energy Asset report covering Central Lincolnshire. LEAR is a local energy system modelling tool developed by ESC that pulls together information on energy demand, generation, storage and distribution assets, social factors like fuel poverty and characteristics like building design types and local geography, using data analysis and aspects of machine learning.</p> <p>Outside of our main urban areas, consideration of effectively treating properties with no access to mains gas is a key consideration. Data from the 2021 Census for central and south Lincolnshire show that 32% of households in the region fuel heating systems using tank or bottled gas, direct electric heating, or have oil, wood or solid fuel systems. As well as increasing carbon emissions and particulate pollution, residents living in these properties are at a higher risk of experiencing fuel poverty due to the age and inefficiency of these systems.</p> <p>During the time a LEAD is being mobilised the consortium is also intending to obtain the BRE [Building Research Establishment] energy insights datasets together with a costs and improvements analysis. The data will enable us to effectively target advice and interventions. The costs and improvements analysis will tell us what needs to be done to decarbonise homes, and how much it will cost, and will enable a cost-benefit analysis to determine the most effective interventions to do first for maximum benefit. It will also highlight the high cost necessary to fully decarbonise homes and enable us to engage with the MNZH and DESNZ to influence the design of future funding mechanisms.</p>
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Section F: Monitoring and Reporting [10%]

<p>1. Describe the outputs and outcomes your proposal will achieve (for individual applications max 400 words; for</p>	<p>Outputs</p> <ul style="list-style-type: none"> • Reduce the percentage of fuel poor homes. • Improve life expectancy and or healthy life years. • Increase access to existing grant schemes.
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<p>consortia applications max 600 words).</p>	<ul style="list-style-type: none"> • Reduce drop out rate for households applying for grant funding. • Reduce carbon emissions within the district. <p>Outcomes</p> <ul style="list-style-type: none"> • Increase proactive contacts with hard to reach households. • Increase awareness of energy efficiency scheme, particularly amongst vulnerable households. • Reduce household debts and support with energy bills. • Reduce in hospital admissions of respiratory conditions. • Improve mental well-being by improving the living environment.
<p>2. Describe how you will measure impact including any Key Performance Indicator you will measure success against (for individual applications max 400 words; for consortia applications max 600 words).</p> <p>Please complete the KPI target table below.</p>	<p>Impact will be measured based on number of households engaged through the scheme that went on to install energy efficiency measures.</p> <p>Success will be measured based on the following key performance indicators:-</p> <ul style="list-style-type: none"> • Number of Households Energy Assessments Completed • Conversion of advice into action – % taking subsequent action and what actions these were (e.g. light bulbs, change tariff, ECO application, benefit application). • Referral accuracy – the rate of conversion of referrals into Home Energy Assessments. • The rate of Home Energy Assessments into subsequent action. <p>The following KPIs will be reported where subsequent action has been completed.</p> <ul style="list-style-type: none"> • EPC uplift • % climate change impact (tonnes of CO2 saved over lifetime of measures) • % customer satisfaction • % consumers feeling informed by advice • Number of Households where energy efficiency measures were installed.

	<ul style="list-style-type: none"> • % consumers feeling happier and healthier in their homes following installation of measures. <p>If feasible, we will attempt to measure more specific health outcomes such as:</p> <ul style="list-style-type: none"> • % reduction in hospital admissions / readmissions due to respiratory conditions. • Number of patients on Chronic Obstructive Pulmonary Disease (COPD) registers requiring less medication and/or GP appointments following installation of measures. <p>It would, however, be difficult to set targets for these as KPIs.</p>
<p>3. Describe how data will be collected and stored internally. How will personal data (GDPR) be handled compliantly? (For individual applications max 300 words; for consortia applications max 500 words)</p>	<p>The Team will be required to use WLDC's , corporate storage system WFM where the data will be held securely, access can be restricted, and data retention can be automated. A Privacy Notice specifically for the Home Energy Advice Service will be published on all Local Authority websites and a data sharing agreement between partners will be prepared to enable data sharing and customer referrals between organisations.</p> <p>We will complete a Data Protection Impact Assessment at the start of this project, which will be checked and approved by a Local Authority DPO.</p> <p>An Information Sharing Agreement between YES and the Local Authority Partners already exists, this will be reviewed and updated at the start of the project to ensure it covers any specific requirements for the LEAD project.</p> <p>There is likely to be some special category data collected from hard to engage households, which the DPI will consider in detail.</p> <p>We will comply with all necessary GDPR regulations in the delivery of the project.</p>

<p>Key Performance Indicators: Please add targets for the financial year 2023/24 and 2024/25</p>	<p>Targets</p>
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		2023/24	2024/25
1	Number of people provided with in-person advice.	98	165
2	Number of homes with measures installed following advice.	50	75
3	Customer satisfaction with advice and empowerment levels (as a % of all users).	75%	75%

Projects are also expected to develop their own regionally-specific KPIs, which may include the following.

		2023/24	2024/25
1	Harder-to-treat homes identified locally, and barriers to retrofit identified and overcome.	25	30
2	Vulnerable consumers identified locally, and barriers to retrofit identified and overcome.	25	45
3	Customer satisfaction with advice and empowerment levels (as a % of all users).	75%	75%

Section G: Project Management and Governance [15%]

<p>1. Describe the project management and control systems that will be established for the project (individual applications max 300 words; consortia applications max 600 words).</p>	<p>The Lincolnshire HHCDG would have oversight of the project, with operational management falling to GLEEN and the consortium members forming a project delivery group.</p> <p>The consortium lead, North Kesteven District Council, would maintain a project delivery plan (GANNT chart) and community engagement plan – both to be developed - and monitor and mitigate risks.</p> <p>Management Team – Service Manager and Home Energy Manager to have fortnightly 121 to update on progress and identify if additional support/resource required from the project management board.</p> <p>Project Management Board will include representatives from the District Councils and County Council. The board will have oversight of the project KPIs and budget and will meet monthly.</p> <p>The Service Manager will be required to report to GLEEN and HHCDG on a quarterly basis to ensure the wider partnership are</p>
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	<p>updated on progress and any issues are identified and addressed.</p> <p>Each Local Authority will report to their respective appropriate elected member committee on project progress annually.</p> <p>WLDC as post holder will report to Performance and Development report quarterly.</p> <p>NKDC – monthly budget meetings with Finance Team to track the budget.</p>
2. Complete and attach risk register and return with the completed application form.	

Section H: Costs and Funding Requirements [5%]

1. What is the amount of funding requested?	£304,000
2. Will match funding be used to increase the scale of the project and/or reduce funding requirements from Government? If so, please confirm the level of match funding.	<p>Up to £50,000 partnership funds could be accessed to further the support the number of households within this bid, this could either be due to underestimating numbers of customers accessing this service or increasing through increasing the areas of delivery.</p> <p>Service Manager’s time (10%) will be covered by the designated Local authority (TBC) Value £10 000 over 22 months.</p>
2023/24 Project element	
1. Staff salaries (including oncost/expenses)	£95,000
2. Operating costs (e.g., freephone telephone line, mobile advice, training)	£23,000

2024/25 Project element	Cost
1. Staff salaries	£163,000
2. Operating costs (e.g., freephone telephone line)	£23,000

4. How would the scope of the project be modified in the event that only 50% of the requested grant funding was available?	<p>We would dispense with a mobile advice van engage just one Home Energy Advisor (no Home Energy Manager), minimising on costs, expenses, and other operating costs.</p> <p>We would potentially reduce target properties by 50%.</p> <p>Other shortfalls could potentially be met using other partnership funds.</p>
5. How would you explore building a sustainable business model and ensuring activity continues past the project period including how this will be resourced (for individual applications max 500 words; for consortia applications max 800 words)?	<p>The LEAD, if successful, would feed into the development of a Good Home Alliance for Lincolnshire. Providing home energy advice and supporting people to commission work to their homes are two of the themes for a good home alliance. This work has come about through Lincolnshire's strategic partnership for the national Centre for Ageing Better. The consortium partners to this and the South & East Lincolnshire Councils Partnership's application for LEADs are working together with Ageing Better to develop a model that can be trialled in Lincolnshire and rolled out nationally.</p> <p>The long term aim of the alliance is to sustain and make best use of the range of existing housing and independent living services, increasing capacity to support a greater number of hard-to-reach clients and with a broader range of housing issues / support to maintain independent living. Sustainable warmth is a major factor in this, and domestic energy advice would be embedded within these services. E.g., Fire Safety Advocates in Lincolnshire Fire and Rescue would be trained to City and Guilds Level 3 in Energy Awareness to deliver energy advice while in people's homes to deliver a Fire Safety Check. Workforce development is, therefore, key to building a sustainable model along with close working</p>

arrangements with the voluntary and community sector and community groups such as Good Neighbour Schemes.

The roles outlined in Section D would be spread across several commissioned and statutory services in future, incorporating energy advice within a broader casework remit and a model of trusted assessors. Trusted assessors would use a Healthy Home Assessment currently in development to identify that energy retrofit measures are required to a home and link into the more detailed national energy retrofit resources.

Providing self-help so that even hard to reach households can resolve their own issues is paramount. This minimises the cases that need extensive casework and/or technical officer support with just a lower level of checking in that positive outcomes are achieved. However, more intense support and support to commission work would be available through the Good Home Alliance.

It has often been impossible to retrofit hard to treat homes with energy efficiency measures due to other housing issues. Hoarding, for example can be a complex issue requiring therapeutic support and decluttering over an extended period before central heating and insulation could be installed. Lincolnshire County Council and the NHS Lincolnshire ICB will be piloting a hoarding support service over the same time as the LEAD. We would, therefore, seek to support hoarders who require measures and ensure the measures are installed after the issue are resolved. This approach would also apply to other issues that need to be resolved prior to decarbonising the home (i.e., repairs, improvements, and adaptations).

The principle is that when all these issues are brought together under the umbrella of an alliance, more could be achieved through system re-design, workforce development, and achieving efficiencies / economies of scale. The funding required to coordinate all of this would therefore be within existing funding streams such as for existing commissioned services, statutory housing services (e.g., administration of Disabled Facilities Grants (DFG), and the Better Care Fund (BCF). Extra funding is being made available through the BCF for housing, independent living, and home from hospital services.

The LEAD and development of the Good Home Alliance would hopefully make the future business case for additional investment in home energy advice services. This investment might come from public funds in addition to sources such as the Energy

	Redress Fund and ECO. Obtaining funding from corporate social responsibility budgets from energy firms (e.g., those building offshore wind and solar farms in Lincolnshire) could be explored. Income generation opportunities would also be taken.
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Section I: Additional data on local housing stock [not scored]

Of the homes indicated in Key Performance Indicator 2 in Section F above, which are expected to receive measures following advice, please provide a rough estimate as to how many of those homes fall into the below categories. These questions are not scored and are requested to illustrate the target housing stock and to help the Department understand the potential impact of this scheme on housing carbon emissions.

Expected homes treated: please add estimates of the number of homes in each category for financial year 2023/24 and 2024/25		Estimates	
		2023/24	2024/25
1	Number of off-gas-grid homes with measures installed following advice.	25	37
2	Number of solid-walled homes with measures installed following advice.	20	25
3	Number of homes with clean heat technologies installed following advice (e.g., electric storage heaters, air source heat pumps, ground source heat pumps).	10	15

NB; figures here should be no larger than the total number of homes indicated as a KPI target in Section F, KPI 2.

Please tick to confirm the following essential criteria are in place before submitting the application form.

Appropriately qualified advice providers	✓
The lead organisation has the appropriate indemnity insurance	✓
The lead organisation has the financial capacity to accommodate claiming in arrears	✓

Data protection and Declaration

I am content for information supplied here to be stored and shared in confidence with other public sector bodies, including the Department and other Local Net Zero Hubs, who may be involved in considering this application.

Please read our privacy policy for further information on the way we keep and use your data

Additional Appendices

Appendix A	Risk Register
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Signature

I confirm that

- If successful, the organisation(s) above could mobilise by 19/06/2023 to deliver this proposal
- Delivery will be completed by 31/03/2025
- We will abide by the competition rules as laid out in the guidance and call for project documents.
- We will work with the Midlands Net Zero Hub/ the Department to undertake ongoing evaluation of scheme delivery.

Signed: 

Date: 21 April 2023

Name (block capitals): RUSSELL STONE

Position in the organisation: Director of Resources

DATE: Tuesday 1st August 2023

Grant Funding Agreement

- 1. Nottingham City Council**
- 2. North Kesteven District Council**

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This **GRANT FUNDING AGREEMENT** is dated Tuesday 1st August 2023

Between:

Parties

- 1) **Nottingham City Council** of Loxley House, Station Street, Nottingham NG2 3NG (**we, us, our, Funder**); **acting as accountable body for Midlands Net Zero Hub.**
- 2) **North Kesteven District Council** whose address is at District Council officer, Kesteven Street, Sleaford, Lincolnshire, NG34 7EF (**you, your, Recipient**)

Introduction

- A The Funder, acting as accountable body for the Midlands Net Zero Hub, has received confirmation of in principle grant funding from the Lead Funder in respect of the Programme.
- B The Funder has agreed to pay the Grant to the Recipient for the Project, subject to the terms of this agreement.
- C This agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient in respect of the Project.
- D These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

Agreed terms

1 Definitions

In this agreement the following terms shall have the following meanings:

Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Bid Application	The application that was submitted by the Recipient as part of the Local Energy Advice Demonstrator competition.
Code of Conduct	means the Code of Conduct for Recipients of Government General Grants dated November 2018 and published by the Cabinet Office as may be amended, varied or replaced from time to time.
Commencement Date	the date of this agreement.
Communications Plan	Guidelines regarding communications in regards to the Programme. See Schedule 9

Contract Year	The first Contract Year shall run from the Commencement date until 31 March 2024. Each subsequent Contract Year shall be a period of 12 months commencing on 1 April.
Controller	shall have the same meaning as set out in the Data Protection Legislation.
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the DPA 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party, together with any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.
Data Subject	shall have the same meaning as set out in the Data Protection Legislation.
Deliverables	means all outputs or targets of the Project described as KPI's in the Bid application and Monthly Report as updated by the Parties and agreed in writing from time to time.
Delivery Partner	any third party or parties appointed or funded by the Recipient to deliver the Project using the Grant. This includes consortia members.
DPA 2018	the Data Protection Act 2018.
Eligible Expenditure	has the meaning given in the Schedule 6
Financial Irregularity	includes, regardless of the amount and without limitation, any fraud, other impropriety, or mismanagement in relation to the Grant or the Project, including the use of the Grant for purposes other than the Purpose.
Funder	Means the body in receipt of the funding from the Lead Funder for the purpose of the programme.
Funding Preconditions	the conditions which must be met by the Recipient prior to payment of the Grant set out in Schedule 1.
Ineligible Expenditure	means those purposes set out in Schedule 6.

Information Sharing Agreement	the Information Sharing Agreement entered into between the parties and substantially in the form set out in Error! Reference source not found.4.
Grant	the sum to be paid to the Recipient which may be increased or decreased in accordance with this agreement. The expected Grant is set out in Schedule 1.
Grant Conditions	any related documents issued to the Funder by the Lead Funder, including from time to time, agreed changes to the Grant Conditions and any subsequent grant determination letters and other related documents issued by the Lead Funder to the Funder.
Grant Period	means the period described as such in the Grant Summary as may be varied from time to time in accordance with the terms of the Grant Conditions.
Grant Recipient	means the lead organisation on a successful bid application. Also referred to at The Recipient.
Grant Summary	The grant summary set out Schedule 1.
Intellectual Property Rights	all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and know-how however arising for their full term and any renewals and extensions.
Know-How	information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.
Law	any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the Project or with which the Recipient is bound to comply.
Lead Funder	means the body providing funding to the Funder for the purposes of the Programme and/or any third party or parties appointed by the Lead Funder to act in conjunction with it or on its behalf in the management of the Programme.
Monthly Report	the monthly report to be produced by the Recipient in accordance with Schedule 55.
MoU	The Memorandum of Understanding entered into between the Lead Funder and the Funder for the delivery of the Local Energy Advice Demonstrator.
Personal Data	shall have the same meaning as set out in the Data Protection Legislation.

Personal Data Breach	shall have the same meaning as set out in the Data Protection Legislation.
Programme	means the Local Energy Advice Demonstrator Programme.
Prohibited Act	<p>(1) offering, giving, or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:</p> <p>(a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this agreement or any other contract with the Funder; or</p> <p>(b) showing or not showing favour or disfavour to any person in relation to this agreement or any other contract with the Funder;</p> <p>(2) entering into this agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;</p> <p>(3) committing any offence:</p> <p>(a) under the Bribery Act;</p> <p>(b) under legislation creating offences in respect of fraudulent acts; or</p> <p>(c) at common law in respect of fraudulent acts in relation to this agreement or any other contract with the Funder; or</p> <p>(d) defrauding or attempting to defraud or conspiring to defraud the Funder.</p>
Project	means the project described at Schedule 1 and Schedule 2.
Project Manager	the individual who has been nominated to represent the Funder for the purposes of this agreement as set out in Schedule 1 and Schedule 2.
Public Procurement Rules	means any obligations of the Recipient in relation to public procurement including under the Public Procurement Regulations 2015 and any successor to those regulations and any other obligations in relation to procurement notified to the Recipient by the Funder from time to time.
Purpose	means the delivery by the Recipient of the Project.

Responsible Director	Means the director of the Recipient identified as such in Schedule 1 and 2, or if no such person is identified in Schedule 1 or 2, any director of the Recipient.
State Subsidy	has the meaning set out in the definition of ‘subsidy’ in the Subsidy Control Rules applicable at the time any such State Subsidy is made.
Subsidy Control Rules	means all Laws of the United Kingdom limiting State Subsidy, including the Subsidy Control Act 2022, any relevant secondary legislation and government guidance, any relevant case law or decisions of the courts and tribunals of England and Wales interpreting or regarding the application of such laws and to the extent relevant, the Protocol on Ireland/Northern Ireland in the EU withdrawal agreement together with such rules, agreements, protocols and Laws as may replace them from time to time.
Supplier Code of Conduct	means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available here , including any subsequent updates from time to time;.
UK GDPR	has the meaning given to it in Section 3(10) (as supplemented by Section 205(4)) of the DPA 2018.
VAT	value added tax or any equivalent tax chargeable in the UK.
Working Day	means any day other than a Saturday, Sunday or public holiday in England.

2 Interpretation

- 2.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 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.
- 2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.5 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 2.6 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and

permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- 2.7 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.8 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 2.9 A reference to writing or written includes email.
- 2.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.11 The term 'subcontractor' includes subcontractors of any tier.
- 2.12 A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied from time to time.
- 2.13 References to Clauses and Schedules are to the Clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 2.14 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.

3 Duration and Extension

- 3.1 This agreement shall take effect on the Commencement Date and, subject to Clause 3.2 shall continue until the end of the Grant Period unless terminated earlier in accordance with Clause 24.
- 3.2 Any obligations under this agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

4 Grant Conditions

- 4.1 The Recipient acknowledges that the Funder is subject to the Grant Conditions. The Recipient agrees that it shall, and that it shall ensure that the Delivery Partners shall:
 - 4.1.1 provide such assistance as the Funder reasonably requires to enable it to comply with the Grant Conditions;
 - 4.1.2 not take any action, or fail to take any action that would put the Funder in breach of the requirements of the Grant Conditions (regardless of the enforceability of the Grant Conditions as between the Funder and the Lead Funder);

- 4.1.3 not take any action or make any omission that causes or may be likely to cause (whether on its own or as part of a series of acts or omissions committed by the Recipient and/or other parties) or contribute to the Funder to fail to meet the key performance indicators which it is subject to under the MoU;
- 4.1.4 not take any action or make any omission that causes or would be likely to have a negative impact on the Lead Funder's delivery confidence assessment undertaken in accordance with the MoU;
- 4.1.5 comply with any processes, procedures and/or ways of working established by the Funder in relation to the Grant or the Project including in relation to information sharing and any other relevant matters in connection with the Grant or Project;
- 4.1.6 undertake its delivery of the Project, and ensure that any Delivery Partners undertake their duties in a manner consistent with the Code of Conduct and report any breaches or suspected breaches of the Code of Conduct to the Funder immediately on becoming aware of such breach or suspected breach;
 - (a) comply with all rules, requirements and limitations relating to the use of the Grant set out within the MoU as if they applied directly to the Recipient.
- 4.1.7 Comply at all times, and ensure that each Delivery Partner complies at all times, with the Grant Conditions in its delivery of the Project.
- 4.2 The Recipient accepts and agrees that it shall be responsible for the acts and/or omissions of its Delivery Partners, its subcontractors and the subcontractors of its Delivery Partners as if they were the acts and/or omissions of the Recipient.
- 4.3 The Recipient shall include terms in its agreements with Consortium partners (where identified in the bid application) and any Delivery Partners and subcontractors which give the Recipient sufficient rights to enable the Recipient to comply with its obligations under this agreement.

5 Purpose of Grant

- 5.1 The Recipient shall, and shall ensure that the Delivery Partners shall, use the Grant only for the delivery of the Project and the intended Purpose in accordance with the terms and conditions set out in this agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 5.2 The Recipient shall use its bid Application as a programme baseline in accordance with Schedule 1 and any further instructions of the Funder.
- 5.3 The Agreed KPI's from the bid application shall upon agreement or approval by the Funder form part of this agreement, whether or not it is appended to this agreement.

- 5.4 The Recipient shall only apply, and shall ensure that any Delivery Partners only apply, the Grant to Eligible Expenditure incurred from 7th July 2023 and throughout the Grant Period and shall not apply and shall ensure that any Delivery Partners do not apply, the Grant to Ineligible Costs.
- 5.5 The Recipient shall not make any change to the Project, nor shall it allow any Delivery Partner to make any change to the Project, or the Agreed KPI's without the Funder's prior written agreement.
- 5.6 Where the Recipient or any Delivery Partner intends to apply to a third party for other funding for the Project, the Recipient will notify the Funder in advance of its/their intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that neither it, nor the Delivery Partners shall apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this agreement.

6 Payment of Grant

- 6.1 Subject to Clause 16, and Clause 6.2 the Funder shall pay the Grant to the Recipient provided that the Recipient has met the Funding Preconditions and subject to the provisions of Schedule 1 and **Error! Reference source not found.**, provided that sufficient funds are made available to the Funder by the Lead Funder when payment falls due in the relevant Contract Year. The Recipient agrees and accepts that payment of the Grant can only be made to the extent that the Funder has available funds and that it may be necessary for the Funder to adjust (whether upwards or downwards) the amount of Grant available to the Recipient from time to time.
- 6.2 Notwithstanding the provisions of Clause 6.1, the Recipient acknowledges that as at the Commencement Date the Lead Funder has not confirmed the available funding for the second Contract Year and therefore payment of the Grant for the second Contract Year is subject to allocation and payment of funding by the Lead Funder.
- 6.3 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project, in accordance with the Purpose and only applied to the Eligible Expenditure.
- 6.4 The amount of the Grant shall not be increased in the event of any overspend by the Recipient or its Delivery Partners in their delivery of the Project except as agreed in writing by the Funder.
- 6.5 The Recipient shall not, and shall not allow its Delivery Partners to, transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.
- 6.6 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the payment of the Grant have been complied with by the Recipient. Any such repayment shall be made by the Recipient within ten (10) Working Days of it

becoming aware of the incorrect payment or within any period reasonably required by the Funder if sooner.

- 6.7 The payment of the Grant by the Funder under this agreement is believed to be outside the scope of VAT, but if any VAT becomes chargeable, then all payments of funding shall be deemed to be inclusive of all VAT, and the Funder shall not be obliged to pay additional sums in respect of VAT.

7 Use of Grant

- 7.1 The Grant shall be used by the Recipient for the delivery of the Programme.
- 7.2 Where the Recipient or a Delivery Partner has obtained funding from a third party, or where it intends to contribute its own resources in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), it shall notify the Funder. Details of the funding shall be included in the information provided to the Funder in accordance with Clause 10.
- 7.3 If the Funder provides additional Grant to the Recipient under the Programme, such additional Grant shall be subject to the terms of this agreement and shall be used by the Recipient and its Delivery Partners in accordance with the instructions of the Funder.
- 7.4 The Recipient shall not, and shall ensure that the Delivery Partners do not, use the Grant to:
- 7.4.1 carry out any activities which are not aligned with the Purpose or Project as agreed; or
 - 7.4.2 make any payment to its or their (as the case may be) employees, directors, shareholders or members, save as permitted Eligible Expenditure; or
 - 7.4.3 pay for any expenditure commitments entered into before 07th July 2023
- unless this has been approved in writing by the Funder.
- 7.5 No part of the Grant shall be spent on the delivery of the Project after the Grant Period except as agreed in writing by the Funder.
- 7.6 The Recipient shall, and shall ensure that Delivery Partners, adopt such policies and procedures as are necessary in order to ensure all works, goods and/or services funded through the Grant represent value for money and that all third parties paid using the Grant are paid no more than market rates for their works, goods and/or services and are engaged on arm's length market terms.
- 7.7 Notwithstanding the generality of Clause 7.6 the Recipient shall, and shall ensure that the Delivery Partners shall, use procedures for the procurement of goods, works and services in connection with the Project which:
- 7.7.1 are compliant with the Public Procurement Rules; and

- 7.7.2 are sufficient to ensure that all goods, works and services funded by the Grant represent good value for money.
- 7.8 At the end of each Contract Year the Recipient shall ensure that any Grant monies paid to the Recipient, and which remain unspent whether by the Recipient or any Delivery Partner are returned to the Funder within fifteen (15) Working Days of the end of each Contract Year unless agreed in writing by the Funder.
- 7.9 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient or Delivery Partners to deliver the Project must be managed and paid for by the Recipient or the Delivery Partner using the resources of the Recipient or Delivery Partner other than the Grant. There will be no additional funding available from the Funder for this purpose.
- 7.10 The Recipient shall, and shall ensure that its Delivery Partners, manage its/their supply chain in accordance with the Supplier Code of Conduct and provide evidence to demonstrate compliance with the Supplier Code of Conduct when requested by the Funder.
- 7.11 The Recipient shall, and shall ensure that its Delivery Partners shall, pay any person from whom goods, works or services are purchased in connection with the Project within thirty (30) calendar days of receiving a valid undisputed invoice from that person. The Recipient shall report any breach or suspected breach of this clause 7.11 to the Funder immediately on becoming aware of such breach or suspected breach.
- 7.12 The Recipient shall, and shall require, and actively check, that its Delivery Partners, maintain policies and procedures to comply with their obligations under the Modern Slavery Act 2015 and any applicable anti-slavery and human trafficking laws, statutes, regulations and codes (**Anti-Slavery Laws**) from time to time in force and include clauses requiring compliance with the Anti-Slavery Laws in their contracts with third parties.
- 7.13 The Recipient shall report any breach or suspected breach of Clause 7.12 and/or the obligations of the Recipient and/or its Delivery Partners under the Anti-Slavery Laws immediately on becoming aware of such breach or suspected breach.
- 7.14 The Recipient shall, and shall ensure that the Delivery Partners shall, comply with all Law relevant to this agreement at all times during the term of this agreement.
- 7.15 The Recipient shall, and shall ensure that its Delivery Partners shall, comply with all Law, guidance, and policies applicable to safeguarding, together with any specific guidance or policies communicated to them by the Funder or the Lead Funder. The Recipient shall report any breach or suspected breach of safeguarding requirements to the Funder immediately upon becoming aware of such breach or suspected breach.

8 Subsidy control

- 8.1 The Recipient shall comply with and shall ensure that all Delivery Partners shall comply with, all Subsidy Control Rules, and shall ensure that all requirements of the Subsidy Control Rules are met in relation to the Project.
- 8.2 The Recipient shall not take any action or fail to take any action, or (insofar as it is reasonably within its power) permit anything to occur that will cause the Funder to be in breach of its obligations under the Subsidy Control Rules.
- 8.3 The Recipient shall provide such reasonable assistance as is requested by the Funder to enable the Funder to comply with its obligations under the Subsidy Control Rules and shall provide information to demonstrate the compliance of the Project when requested by the Funder. No payments shall be made to the Recipient if a decision of a court or any body with responsibility for enforcing the Subsidy Control Rules imposes a requirement for the Funder to withhold and/or recover any funding from the Recipient, or for the Recipient to repay any funding to the Funder.
- 8.4 The Funder may vary or withhold any or all of the payments and/or require repayment of any Grants already paid or a proportion thereof, together with interest from the date of payment, if:
- 8.4.1 the representations and warranties made by the Recipient under this agreement do not remain materially true and correct;
 - 8.4.2 variation, repayment, or recovery is, in the reasonable opinion of the Funder, required under or by virtue of the Subsidy Control Rules; or
 - 8.4.3 the Funder or the Recipient is otherwise required to vary, repay, or recover such funding in whole or in part by a court or any body with responsibility for enforcing the Subsidy Control Rules,
- and the interest rate payable by the Recipient will be set by the Funder at a level sufficient for the Funder to comply with any such recovery, requirement or obligation.
- 8.5 The Recipient shall ensure that its Delivery Partners are subject to terms equivalent to those set out in Clauses 8.1 to 8.4.

9 Accounts and records

- 9.1 The Recipient shall, and shall ensure that each Delivery Partner shall, keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it. Such records should indicate:
- 9.1.1 the identity of any third party concerned and their business;
 - 9.1.2 the amounts any third party has been given;
 - 9.1.3 the purpose for which the money has been spent;
 - 9.1.4 evidence that the contracts have been awarded in accordance with public procurement law where they are required to be;

- 9.1.5 details of any information relating to any significant sub-contracting by the Recipient or any Delivery Partner;
 - 9.1.6 details of any fraud/error cases including number and type of cases raised, levels of fraud/error prevented, fraud/error detected, debt raised/recovered, administrative or corrective action taken, and prosecutions initiated.
- 9.2 The Recipient shall, and shall ensure that the Delivery Partners shall, obtain and keep all correspondence, invoices, receipts, and accounts and any other relevant documents or records relating to the expenditure of the Grant, or in relation to quality compliance and/or risk assessments (**Relevant Records**) for a period of at least six (6) years following the end of the Grant Period. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's Relevant Records and shall have the right to take copies of such Relevant Records. The Recipient shall include a right for the Funder to review and take copies of such Relevant Records held by the Delivery Partner within its contracts with Delivery Partners.
- 9.3 The Recipient shall provide the Funder with a copy of its annual accounts, and the annual accounts of any Delivery Partner within twelve (12) months (or such other period as the Funder may reasonably require) of the end of the relevant financial year in which the Grant is paid if requested to do so by the Funder. The Recipient shall provide further copies of its audited accounts, and the accounts of any Delivery Partner as they become available if this is requested by the Funder.
- 9.4 The Recipient shall comply and facilitate the Funder's compliance, and shall ensure that the Delivery Partners shall comply and facilitate the Funder's compliance, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports, and annual returns applicable to itself and the Funder.
- 9.5 Should there be any significant changes to the Recipient's financial position, or the financial position of any Delivery Partner, then the Recipient shall report this to the Funder as soon as possible.
- 9.6 The Recipient shall submit any claim for payment or management information provided to support a claim for payment to be audited by an independent auditor chosen by the Funder if reasonably requested to do so by the Funder.
- 9.7 The Recipient shall ensure that its sub-contractors and Delivery Partners take appropriate measures for record keeping relating to expenditure of the Grant to enable the Recipient to comply with its obligations under this agreement.
- 9.8 The Recipient shall:
- 9.8.1 comply with all legal requirements and government guidance in respect of its internal accounts, including those in relation to accounts being audited;
 - 9.8.2 ensure all payments in respect of the Grant are recorded accurately and compliantly in its internal accounts; and

- 9.8.3 ensure its Chief Executive has expressly approved the inclusion of the Grant in its accounts.

10 Monitoring and reporting

- 10.1 The Recipient shall closely monitor the delivery and success of the Project throughout the term of this agreement to ensure that the aims and objectives of the Project are being met and that this agreement is being adhered to.
- 10.2 The Recipient shall provide the Funder with the monitoring and evaluation information in accordance with Schedule 55 **Error! Reference source not found.** together with such additional information on the delivery of the Project, its expenditure of the Grant, its compliance with the terms of this agreement and its progress and the progress of its Delivery Partners against the agreed outputs and Deliverables in such formats as the Funder may reasonably require. The Recipient shall provide the Funder with such additional information within the timescales reasonably required by the Funder, including where such information is held by its Delivery Partners.
- 10.3 The Recipient shall support the Funder in all activities relating to monitoring, evaluation and audits including any necessary or random spot-checks.
- 10.4 Notwithstanding the generality of Clause 10.2 the Funder reserves the right at any reasonable time and as it may deem necessary to require the Recipient at its own cost, if there are suspected or significant errors, or if there is a requirement for audit purposes, to:
 - 10.4.1 provide such assurance as the Funder may require that the delivery of the Project complies with the requirements of this agreement;
 - 10.4.2 obtain a report by an independent accountant of the Funder's choice on:
 - (a) the financial systems and controls operated by the Recipient and/or its Delivery Partners and/or its subcontractors;
 - (b) the accuracy and regularity of the claims in respect of Grant claimed or received under this agreement;
 - (c) the evidence held by the Recipient and/or its Delivery Partners and/or the subcontractors of either of them to support delivery of the Project in accordance with the terms of this agreement;
 - 10.4.3 provide information, including where such information is held by its Delivery Partners, in order to enable the Funder to exercise its responsibilities and/or to fulfil requirements to provide information to the Lead Funder; and
 - 10.4.4 attend and participate in meetings with Funder and/or Lead Funder as requested by the Funder.
- 10.5 Where the Funder requires a report in accordance with Clause 10.4.2, the Recipient must agree the instructions for such a report with the Funder. The report and the work required in order to produce the report shall be carried out

to the satisfaction of the Funder, and the Funder must be able to place reliance on it. The Recipient shall provide a copy of any interim report and the final report to the Funder as soon as they are available. The Funder reserves the right to require the Recipient to publish the report.

- 10.6 Where the Recipient or any Delivery Partner has obtained funding from a third party for its delivery of part of the Project, the Recipient shall provide the Funder with details of what that funding has been used for on request.
- 10.7 The Recipient shall, on request, provide the Funder and any third party authorised by the Funder including without limitation the Comptroller and Auditor General and his representatives with such further information, access to inspect relevant sites, explanations and documents as the Funder or the relevant third party may reasonably require in order for it to establish that the Grant has been used properly in accordance with this agreement.
- 10.8 The Recipient shall permit, and shall ensure that its Delivery Partners shall permit, any person authorised by the Funder such reasonable access to its/their (as the case may be) employees, agents, volunteers, sub-contractors, premises, facilities and records (however such records are held), for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this agreement and its use of the Grant and shall, if so required, provide appropriate oral or written explanations from them.
- 10.9 The Recipient and its Delivery Partners shall permit access to any person authorised by the Funder for the purpose of visiting the Recipient to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 10.10 The Recipient shall permit, and shall ensure that its Delivery Partners shall permit, the Funder and/or the Lead Funder (or their appointed representatives) free access at all reasonable times to all documents (including computerised documents and data) and other information in connection with the Grant, or the purposes for which the Grant was used, which may be reasonably required by the Funder and/or the Lead Funder (or the appointed representatives of either):
 - 10.10.1 for the purposes of financial audit, or
 - 10.10.2 for the purposes of carrying out examinations into the economy, efficiency and effectiveness with which any department or public body has used its resources.
- 10.11 The Recipient shall, and shall ensure that its Delivery Partners shall, provide the Funder and/or the Lead Funder, (or their appointed representatives) with such further explanations as are reasonably required for the purposes set out at clauses 10.10.1 and/or 10.10.2.
- 10.12 The Recipient acknowledges that the Lead Funder may appoint a third party to undertake an evaluation of the Project. Where requested by the Funder, the Lead Funder, or the Lead Funder's representative, the Recipient shall and shall ensure that its Delivery Partners shall:

- 10.12.1 provide all reasonable assistance;
- 10.12.2 respond to all reasonable requests; and
- 10.12.3 provide such information,

in each case in a timely manner and otherwise as may be reasonably required by the Funder or the Lead Funder in relation to such evaluation.

10.13 The Funder shall, where practicable give the Recipient reasonable advance notice in writing of proposed visits to the Recipient or any Delivery Partner but shall not be obliged to do so.

10.14 The rights of access afforded at Clauses 10.8 to 10.10 and 10.12 shall include rights to:

10.14.1 examine, audit, or take copies of any original or copy documentation, accounts, books, and records of the Recipient and/or its Delivery Partners and subcontractors that relate to this agreement and/or the Project;

10.14.2 visit, view or assess the design, management and delivery of the Project at any premises where the Project is carried out (including those of Delivery Partners and subcontractors) and conduct relevant interviews, including interviews with Delivery Partners during these visits at any reasonable time;

10.14.3 carry out examinations into the economy, efficiency and effectiveness with which the Funder and/or Recipient and/or Delivery Partner and/or subcontractors has used the Grant;

10.14.4 receive information at the times and in the formats requested; and/or

10.14.5 the Recipient shall and shall ensure that its Delivery Partners and subcontractors shall, comply with any such requests. The information provided shall be of sufficient quality to meet the purposes for which it has been requested.

11 Acknowledgment and publicity

11.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.

11.2 The Recipient shall provide the Funder with a programme communications plan for approval from the Funder and update monthly as part of the reporting.

11.3 The Recipient shall ensure that its Delivery Partners, in organising any publicity or advertising in relation to this Grant follow the communications plan.

11.4 The Recipient shall, and shall ensure that its Delivery Partners shall, comply with all reasonable instructions of, and the prior written consent for use of such, by the Funder in relation to branding, publicity, engagement and communications with regard to the Project, the Programme and Grant funded activity, including without limitation:

- 11.4.1 using appropriate Funder, Lead Funder, and any relevant Programme logos prominently in all communications, materials and public facing documents relating to Project activity funded through the Grant, which shall include (without limitation printed, digital and electronic documents);
- 11.4.2 following any guidelines that the Funder or the Lead Funder may require in relation to branding, publicity, engagement and communications; and
- 11.4.3 using any toolkit provided by the Funder or the Lead Funder in relation to branding, publicity, engagement and communications.
- 11.5 The Recipient agrees, and shall procure that the Delivery Partners agree, to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder or the Lead Funder.
- 11.6 The Funder may acknowledge the Recipient or Delivery Partners' involvement in the Project without the Recipient or Delivery Partners' approval but shall notify the Recipient of any acknowledgement.
- 11.7 The Recipient shall, and shall ensure that the Delivery Partners shall, comply with all reasonable requests from the Funder to facilitate visits, attend meetings and events, provide reports, statistics, photographs and case studies that will assist the Funder or the Lead Funder in its promotional and fundraising activities relating to the Project.
- 11.8 The Recipient shall, and shall ensure that its Delivery Partners shall, support the Funder to share best practice in connection with the delivery of the Programme. The Recipient shall, and shall ensure that its Delivery Partners shall, comply with all reasonable requests of the Funder in this regard and shall, where requested by the Funder (without limitation):
 - 11.8.1 participate in networking opportunities;
 - 11.8.2 share information, practice and methods; and
 - 11.8.3 share materials produced using the Grant.
- 11.9 The Recipient will comply with all reasonable requests from the Funder to provide case studies on the delivery of measures across the lifetime of the Programme.
- 11.10 The Recipient agrees that any case studies provided may be used in public facing promotional activities by the Funder or the Lead Funder and that the Funder and the Lead Funder may retain these materials for internal and external learning purposes and may share them more widely if the Funder or Lead Funder (as applicable) considers it appropriate.

12 Intellectual Property Rights

- 12.1 For the avoidance of doubt, the Recipient will retain all Intellectual Property Rights that are:

- 12.1.1 vested in or licensed to the Recipient prior to the Commencement Date; or
 - 12.1.2 developed by the Recipient during the term but which do not fall within Clause 12.2.
- 12.2 The Funder or the Lead Funder (as applicable) will retain any Intellectual Property Rights owned by, controlled by, vested in or licensed to the Funder or the Lead Funder prior to the Commencement Date.
- 12.3 The Recipient will retain Intellectual Property Rights in all reports, materials, documents and other products produced in whole or in part by the Recipient using the Grant.
- 12.4 The Recipient grants the Funder a non-exclusive royalty free perpetual license to use and sub-license all reporting, monitoring and application data or data related to the Programme that has been funded through provision of the Grant. Where the Recipient creates data, learning material or technical systems in relation to the Programme or Programme delivery the Recipient agrees to grant the Funder access to these materials and grants the Funder a non-exclusive royalty free perpetual license to use and sub-licence.
- 12.5 Ownership of any third-party software or Intellectual Property Rights necessary to deliver activities, products or services pursuant to the Project will remain with the relevant third party, save to the extent otherwise provided by any relevant agreement(s) entered into in relation to these.

13 Confidentiality

- 13.1 Subject to Clause 14, each party shall during the term of this agreement and thereafter keep secret and confidential all Intellectual Property Rights or know-how or other business, technical or commercial information disclosed to it as a result of the agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this agreement or save as expressly authorised in writing by the other party.
- 13.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information:
- 13.2.1 which at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this agreement by the receiving party;
 - 13.2.2 which is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence;
 - 13.2.3 which is at any time after the date of this agreement acquired by the receiving party from a third party having the right to disclose the same

to the receiving party without breach of the obligations owed by that party to the disclosing party;

13.2.4 to the extent that the Funder is required to disclose it to the Lead Funder in accordance with the Grant Conditions; this may include circumstances where there are concerns about non-compliance or underperformance;

13.2.5 to the extent that the Funder reasonably considers it necessary to disclose it to any other third party to facilitate the delivery of the Programme; or

13.2.6 to the extent that the party holding the relevant information is required to disclose it by a court, regulator or government body.

13.3 The Recipient shall ensure that its Delivery Partners are subject to terms equivalent to those set out in Clauses 13.1 and 13.2.

14 Information Requests

14.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**), the Environmental Information Regulations 2004 (**EIRs**) and the information disclosure obligations under the Subsidy Control Act 2022.

14.2 The Recipient shall, and shall ensure that its Delivery Partners shall:

14.2.1 provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA, EIRs and Subsidy Control Act 2022;

14.2.2 transfer to the Funder all requests for information relating to this agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

14.2.3 provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within five (5) Working Days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and

14.2.4 not respond directly to a request for information unless authorised in writing to do so by the Funder.

14.3 The Recipient acknowledges that the Funder may be required under the FOIA, EIRs or Subsidy Control Act 2022 to disclose information without consulting or obtaining consent from the Recipient or its Delivery Partners. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA where relevant) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this agreement) the Funder shall be responsible for determining in its absolute discretion whether any

information is exempt from disclosure in accordance with the FOIA, the EIRs and/or the Subsidy Control Act 2022.

15 **Data Protection**

- 15.1 The Recipient must comply with all applicable requirements of the Data Protection Legislation which arise in connection with this agreement.
- 15.2 The Recipient agrees to assist the Funder in securing a compliant data transfer and processing arrangement, including signing such Information Sharing Agreement as may be set out by the Funder and in addition, where appropriate, anonymising any personal data that it provides to the Funder prior to transfer. No Grant shall be paid until the Funder has received the Recipient's signed Information Sharing Agreement and the Funder is satisfied in its absolute discretion with such other data protection measures as have been taken by the Recipient (without the Funder accepting liability for the adequacy of such measures), unless otherwise agreed by the funder if unforeseen delays are experienced.
- 15.3 The Recipient shall comply at all times with the terms of the Information Sharing Agreement.
- 15.4 The Recipient will indemnify the Funder in full and on demand in respect of any losses that the Funder may suffer as a result of any breach of this Clause 15 by the Recipient.
- 15.5 Ensure that it has provided a privacy notice to all data subjects and obtained all appropriate consents in respect of personal data captured from data subjects; and
- 15.6 Have appropriate technical and organisational controls in place to keep such personal data secure at all times, including appropriate confidentiality provisions in place with its staff, ensuring that its staff are appropriately trained in data protection; and
- 15.7 Ensure that personal data is not shared with anyone else nor transferred outside the UK without appropriate contractual provisions in place (in particular such data processing agreements or international data transfer agreements as may be required).

Subject Access Requests

- 15.8 Where the Recipient receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation it shall provide any information and/or assistance as reasonably requested by the Data Subject to respond to the request or correspondence.
- 15.9 Where the request or correspondence is directed to the Recipient and/or relates to the Funder's processing of the Personal Data, the Recipient shall:

- 15.9.1 promptly, and within five (5) Working Days of receipt of the request or correspondence inform the Funder that it has received the request and shall forward the request and correspondence to the Funder; and
 - 15.9.2 provide any information and/or assistance as reasonably requested by the Funder to help it respond to the request or correspondence in the timeframes specified by the Data Protection Legislation.
- 15.10 The Recipient shall promptly notify the Funder upon becoming aware of any Personal Data Breach and shall:
- 15.10.1 do all things reasonably necessary to mitigate the effects of the Personal Data Breach;
 - 15.10.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 15.10.3 make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out); and
 - 15.10.4 not do anything which may damage the reputation of the Funder, the Lead Funder or their relationship with the Data Subjects, save as required by Law.

16 Withholding, Suspending and Repayment of Grant

- 16.1 The Funder's intention is that the Grant will be paid to the Recipient subject to the terms of this agreement and in accordance with Schedule 1, 2 and 7. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- 16.1.1 the Recipient fails to comply with any of the terms and conditions set out in this agreement and fails to rectify any such failure (if such failure is capable of remedy) within thirty (30) days of receiving written notice detailing the failure, or commits a material breach of any of the terms and conditions set out in this agreement and which in the Funder's reasonable opinion, is incapable of remedy;
 - 16.1.2 the Recipient or any Delivery Partner fails to achieve the Deliverables or is otherwise considered by the Funder to be performing poorly or failing to meet its delivery targets;
 - 16.1.3 the Recipient or any Delivery Partner uses the Grant for purposes other than those for which it has been awarded;
 - 16.1.4 the delivery of the Project does not start by 15th September 2023 in the first Contract Year;
 - 16.1.5 the delivery of the Project has not been completed by 31 March 2025 unless agreed in writing by the Funder;

- 16.1.6 the Funder considers that the Recipient and/or any Delivery Partner has not made satisfactory progress with the delivery of the Project as the case may be;
- 16.1.7 the Recipient or any Delivery Partner is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner (including but not limited to failing to prevent or report actual or anticipated fraud or corruption or breach of any obligation under this agreement);
- 16.1.8 the Recipient is, and/or any Delivery Partner is, in the reasonable opinion of the Funder, delivering the Project in a manner likely to bring the Funder or the Lead Funder into disrepute;
- 16.1.9 the Recipient or any Delivery Partner obtains duplicate funding from a third party for the Eligible Expenditure;
- 16.1.10 the Recipient fails to comply with its obligations in Clauses 8 and/or 10;
- 16.1.11 the Recipient or any Delivery Partner obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- 16.1.12 the Recipient or any Delivery Partner provides the Funder with any materially misleading or inaccurate information in any statement made by or on behalf of the Recipient or any such Delivery Partner;
- 16.1.13 the Recipient or a Delivery Partner commits or has committed a Prohibited Act;
- 16.1.14 any overpayment of the Grant is made (including where advance Grant Payments exceed the value attributable to the achieved Deliverables) or an amount is paid to the Recipient in error;
- 16.1.15 the Funder is subject to a withdrawal, reduction, repayment, suspension or deduction (or other like circumstance) of funding under the Grant Conditions (or would be if the Grant Conditions were enforceable) in respect of the Project;
- 16.1.16 the Recipient fails to comply with the provisions of any Rectification Plan, or to take corrective action required by the Funder;
- 16.1.17 the Funder is subject to a suspension, reduction or withholding (or other like circumstance) of future funding from the Lead Funder, whether as a result of any action or inaction of the Recipient or any Delivery Partner or not;
- 16.1.18 any employee, director, shareholder, member or volunteer of the Recipient or any Delivery Partner has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project; or (b) taken any actions which, in the reasonable opinion of

- the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- 16.1.19 the Recipient or any Delivery Partner ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - 16.1.20 the Recipient or any Delivery Partner becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due or a restructure of the Recipient occurs, or any event analogous to the above occurs in respect of the Recipient or any Delivery Partner;
 - 16.1.21 the Recipient ceases to be a Grant Recipient of the Midlands Net Zero Hub by withdrawing from the Programme and has any un-spent Grant at the point of exit;
 - 16.1.22 there is a change in ownership or control (other than political control) of the Recipient;
 - 16.1.23 if at any time, the proposed or actual use or operation of the Project ceases to materially comply with the Agreed bid application
 - 16.1.24 in the Funder's reasonable opinion, there is a significant change in the nature or scale of the Project as laid out in the Bid Application;
 - 16.1.25 if at any time, the Recipient or any Delivery Partner has acted fraudulently in relation to this agreement or the Project or any partners, beneficiaries or sub-contractors of the Recipient or a Delivery Partner have acted fraudulently in respect of the Project;
 - 16.1.26 if at any time, the Funder has reasonable grounds to believe that the payment of the Grant, or the use of it by any Recipient or Delivery Partner, contravenes any Law;
 - 16.1.27 there is a finding of illegal State Subsidy in respect of the Project or Programme;
 - 16.1.28 a court, tribunal or other competent body requires the funding to be withheld, suspended or repaid; or
 - 16.1.29 if at any time any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable and is deemed deleted in accordance with Clause 35.1 and the parties are unable to reach an agreement in accordance with Clause 35.2 and such deletion renders this agreement invalid, unlawful, or unenforceable.
 - 16.1.30 If the recipient is in material breach of its obligation to perform any of the services under the agreement and fails to remedy such breach within ten (10) days after written notice of the breach from the Funder,

the Funder, at its sole discretion, shall have the right to “step-in” (i.e., perform the service itself) or hire another organization to perform these services. The recipient shall be liable to the Funder for any fees or expenses that the Funder may incur in exercising its step-in rights or securing a substitute provider to assume completion of those services.

- 16.2 The Recipient shall inform the Funder immediately in writing if it becomes aware, or has reason to believe, that any of the circumstances in Clause 16.1 have arisen or may arise.
- 16.3 Should the Funder be required to suspend payment of the Grant the Recipient:
 - 16.3.1 shall continue to deliver any Project activities already initiated in accordance with the terms of this agreement;
 - 16.3.2 shall not make any further use of the Grant to initiate further Project activities unless authorised by the Funder; and
 - 16.3.3 shall continue to comply with the terms of this agreement.
- 16.4 Should the Funder be required by the Lead Funder to repay any amount of the Grant as a result of any act or omission of the Recipient or any Delivery Partner, the Recipient shall repay to the Funder a sum equal to the amount which the Funder is required to pay to the Lead Funder and any interest required to be paid on such amount.
- 16.5 The Funder may redistribute or reallocate funding between the Recipient and other recipients of grant funding under the Programme in accordance with Schedule 55. The Recipient accepts that this may result in a decrease or increase in the level of the Grant available to it and the withholding of future funding. The Funder will inform the Recipient in writing should the Recipient's Grant be affected.
- 16.6 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 16.7 The Recipient shall make any payments due to the Funder under the terms of this agreement within fifteen (15) Working Days of request.
- 16.8 If the Recipient fails to make any payment due to the Funder within the timeframe specified in Clause 16.7, interest on the outstanding sum (inclusive of any interest due under Clause 16.2 if applicable) will accrue from the due date for payment until the date of payment. Interest will be payable at the statutory rate of interest under the Late Payment of Commercial Debts (Interest) Act 1996, or any other rate required by law in the circumstances if higher.
- 16.9 The Funder may retain or set off any sums the Recipient owes (whether because of repayment required under this Clause 16 or otherwise) against any sums due from the Funder to the Recipient under this agreement or any other agreement the Funder may have with the Recipient.

17 **Change**

- 17.1 Either party may propose changes to the terms of this agreement. However, the Recipient is not entitled to reject any change which is proposed by the Funder as a result of a change to the Grant Conditions.
- 17.2 Payment of the Grant in any Contract Year shall be subject to the agreement between the parties of any changes required to this agreement in accordance with any process for agreeing changes to the agreement adopted by the Funder and/or required by the Lead Funder and notified to the Recipient from time to time.
- 17.3 Any changes to this agreement in relation to the delivery of the Project shall be (at the absolute discretion of the Funder) adequately documented and shall be automatically included as an addendum to this agreement. Each such change shall form part of this agreement from the point that it is approved or agreed by the Funder.
- 17.4 Any changes to this agreement which are proposed by the Authority as a result of a change to the Grant Conditions shall be (in the absolute discretion of the Funder) adequately documented and shall be included as an addendum to this agreement and shall automatically become part of this agreement from the point that they are approved or agreed by the Funder. The Recipient agrees to comply with such changes from the date notified to the Recipient by the Funder.

18 **Anti-discrimination**

- 18.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or otherwise and at all times shall comply with the provisions of the Equality Act 2010 in the performance of this agreement.
- 18.2 The Recipient shall take all reasonable steps to secure the observance of Clause 18.1 by Delivery Partners and all servants, employees or agents of the Recipient or Delivery Partners and all subcontractors engaged on the Project.

19 **Human Rights**

- 19.1 The Recipient shall and shall use its reasonable endeavours to procure that its staff and Delivery Partners and their staff shall, at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement in each case as if the relevant party were a public body (as defined in the Human Rights Act 1998).
- 19.2 The Recipient shall, and shall ensure that the Delivery Partners shall, undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

20 **Fraud**

- 20.1 The Recipient shall, and shall ensure that its Delivery Partners shall, at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to, the Bribery Act.
- 20.2 If the Recipient has any grounds for suspecting Financial Irregularity in relation to its organisation, any Delivery Partner or any other third party involved in delivery of the Project, whether in the use of any part of the Grant or in relation to the Project or otherwise, it must notify the Funder immediately upon becoming aware of the same. The Recipient must explain to the Funder what steps are being taken to investigate the suspicion, and keep the Funder informed about the progress of the investigation. Any grounds for suspecting Financial Irregularity includes what the Recipient, acting with due care, should have suspected as well as what is actually proven.
- 20.3 The Recipient shall put in place sufficient and proportionate management controls to mitigate the risk of fraud. The Recipient shall provide such support as the Funder reasonably requires to enable the Funder to comply with its obligations under the MoU to identify, manage and limit fraud risks, and to report on them to the Lead Funder.

21 **Limitation of liability**

- 21.1 Nothing in this agreement limits either party's liability for:
- 21.1.1 personal injury or death which is caused by that party's negligence;
 - 21.1.2 fraud or misrepresentation; or
 - 21.1.3 any other matter in respect of which liability cannot, by applicable law, be limited.
- 21.2 Subject to Clause 21.1, the Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal, suspension or repayment of the Grant in accordance with this agreement. Without prejudice to the generality of the foregoing, the Funder will not be liable to (without limitation) any third party with whom the Recipient has entered into any contract for the provision of goods and/or services to it for the Project, or to whom the Recipient has sub-granted or delegated in relation to the Project or to any Delivery Partner. The Recipient will ensure that any contracts and agreements with third parties include a provision to the effect that the third party's recourse is to the Recipient itself.
- 21.3 The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient and/or its Delivery Partners in relation to the Project, the non-fulfilment of obligations of the Recipient under this agreement, the Recipient's and/or its delivery partners obligations to third parties, its obligations under Data Protection Legislation in

accordance with Clause 15, or any clawback of grant funding under the Grant Conditions.

21.4 Subject to Clause 21.1, the Funder's liability under this agreement is limited to the payment of the Grant.

22 Warranties

22.1 The Recipient warrants, undertakes and agrees that:

22.1.1 it has all necessary resources, approvals, powers and expertise to deliver the Project (assuming due receipt of the Grant);

22.1.2 it has not committed, nor shall it commit, any Prohibited Act;

22.1.3 it shall at all times comply with all relevant Law and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such Law, codes or recommendations;

22.1.4 it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;

22.1.5 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

22.1.6 the use of the Grant in relation to the Project is compliant with the Subsidy Control Rules;

22.1.7 to the extent that it has been delivering the Project prior to the Commencement Date, such Project delivery has been in all respects in accordance with the terms of this agreement;

22.1.8 it shall at all times comply with the Grant Conditions and any other requirements of the Funder notified to it from time to time;

22.1.9 it has and shall keep in place robust systems and processes for quality assurance in relation to the services provided;

22.1.10 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

22.1.11 all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;

22.1.12 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

- 22.1.13 it is not aware of anything in its own affairs, which it has not disclosed to the Funder which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this agreement;
- 22.1.14 it is not aware of any circumstances which might materially and adversely impact on its ability to undertake the Project or observe the terms of this agreement;
- 22.1.15 since the date of its last accounts there has been no material change in its financial position or prospects; and
- 22.1.16 It shall obtain warranties equivalent to those set out at Clauses 22.1.1 to 22.1.15 from any Delivery Partner.

23 Insurance

- 23.1 The Recipient shall effect and maintain adequate insurance policies at all times with a reputable insurance company in respect of all risks which may be incurred by the Recipient arising out of the Recipient's performance of the Project pursuant to this agreement (the **Required Insurances**).
- 23.2 The Required Insurances referred to above shall include (but are not limited to):
 - 23.2.1 employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project;
 - 23.2.2 public liability insurance with a limit of indemnity of not less than one million pounds (£1,000,000) in relation to any one claim or series of claims arising from the Project;
 - 23.2.3 professional indemnity insurance with a limit of indemnity of not less than one million pounds (£1,000,000) in relation to any one claim or series of claims arising from the Project; and
 - 23.2.4 Officials Indemnity OR Directors & Officers insurance (£1,000,000) in relation to any one claim or series of claims arising from the Project;
 - 23.2.5 Fidelity Guarantee OR Crime insurance (£1,000,000) in relation to any one claim or series of claims arising from the Project;
 - 23.2.6 Grant Recipient has robust information security, in the form of Cyber Essentials accreditation and/or complies with ISO 27001.
- 23.3 The Recipient shall on request provide the Funder with copies of such insurance policies and evidence that the relevant premiums have been paid.

24 Termination

- 24.1 The Funder may terminate this agreement and any Grant payments on giving the Recipient two (2) months' written notice.

24.2 Without prejudice to Clause 16.1 and in addition to any other remedies under this agreement, the Funder may terminate this agreement immediately upon giving written notice:

24.2.1 should any of the occurrences listed in Clauses 16.1.1 to 16.1.29 occur;

24.2.2 should the Funder fail to receive sufficient funds from the Lead Funder to pay the Grant due in any Contract Year; and/or

24.2.3 should the MoU be terminated for any reason.

25 **Assignment**

25.1 The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

25.2 The Funder has discretion to assign or novate this agreement to another public sector organisation should it wish to do so.

26 **Waiver**

No failure or delay by either party to exercise any right or remedy under this agreement shall be construed as a waiver of any other right or remedy.

27 **Notices**

All notices and other communications in relation to this agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

28 **Dispute Resolution**

28.1 In the event of any dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties in relation to this agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.

28.2 Should the complaint or dispute remain unresolved within fourteen (14) days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Director of Environment and Sustainability of the Funder and the Responsible Director of the Recipient with primary responsibility for the aspect of the Project which relates to the dispute with an instruction to attempt to resolve the dispute by agreement within twenty eight (28) days, or such other period as may be mutually agreed by the Funder and the Recipient.

28.3 In the absence of agreement under Clause 28.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

29 Escalation Process

29.1 If the Funder or the Lead Funder reasonably believe that the Recipient is performing poorly or failing to meet delivery targets, or that there are other issues in relation to the Recipient's delivery of the Project or performance of this agreement which require to be addressed, then the escalation process set out in this clause shall be followed by the parties:

29.1.1 First Stage – the Funder will alert the Recipient to the issue by e-mail. The Recipient shall seek to resolve the issue within any timescales proposed by the Funder.

29.1.2 Second Stage – The Funder will alert the Recipient to the issue by telephone call. The Recipient shall seek to resolve the issue within any timescales proposed by the Funder.

29.1.3 Third Stage – The Funder will alert the Recipient's Chief Executive Officer by e-mail to explain the issue and that it has not yet been resolved, seeking an explanation and urgent resolution of the issue. If the Funder's e-mail is not responded to and an appropriate solution to resolve the issue agreed, the Funder will alert the Leader of the Recipient.

29.2 The stages of the escalation process outlined in Clause 29.1 may be timed at such intervals as the Funder considers reasonably appropriate, taking into account the nature of the issue and the urgency of its resolution.

29.3 Notwithstanding the provisions of Clause 29.1 If the Funder considers it appropriate at any time, it may require the Recipient to produce a Rectification Plan which shall set out in detail the actions that the Recipient proposes to take in order to rectify any issue in connection with the delivery of the Project or performance of this agreement (**Rectification Plan**). The Recipient must submit any Rectification Plan for approval by the Funder and once approved shall implement the requirements of the Rectification Plan in accordance with any timescales requested by the Funder.

30 No Partnership or Agency

This agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

31 Joint and Several Liability

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this agreement on behalf

of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this agreement.

32 Variation

Except as expressly stated in Clause 17, no variation to this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

33 Contracts (Rights of Third Parties) Act 1999

This agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

34 Governing Law

This agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

35 Severability

35.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

35.2 If any provision or part-provision of this agreement is deemed deleted under Clause 35.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

36 Entire agreement

This agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

37 Counterparts

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

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Grant Summary

Part 1 Grant Summary

The Local Energy Advice Demonstrator (LEAD) is a government-funded pilot scheme that provides the local in-person energy advice for a domestic setting. The projects will form a part of a “test and learn” approach to explore the effectiveness of different methods of in-person advice, and better understand the advice requirements of different consumer groups. These projects will look to offer community-led approaches with the aim of reaching consumers and building types that particularly require in-person advice – including, but not limited to: :

- Hard-to-treat buildings – the UK has the oldest building stock in Europe. In-person visits can better capture the complexities of these building types, which are harder to address through digital and telephone advice. (This could include the following issues: listed buildings/conservation areas, planning restrictions, non-standard construction, terraced homes, flats, off-gas-grid homes, poorly-performing homes, etc., as relevant to the local area.)
- Hard-to-reach consumers – local, in-person advice may extend the service to certain consumer types e.g., the elderly, disengaged, those with limited internet access, minority ethnic groups, etc. (This could include the following groups: less internet-literate, elderly, fuel poor, off gas grid, minority ethnic groups, those with disabilities, those sensitive to internal disruption in homes, etc., as relevant to the local area.)

In July 2022 the GOV.UK website was launched, and the Department intends to launch the retrofit phonenumber service in 2023 which will offer consumers bespoke energy advice. The Local Net Zero Hubs are working with DEPARTMENT OF ENERGY SECURITY AND NET ZERO to develop and deliver a programme of local in-person demonstrator projects to explore the effectiveness of different methods of advice, and better understand the advice requirements of different kinds of consumers. The Local Net Zero Hubs will support delivery at a regional level, and are recommending regional allocations to optimise scope, coverage, and delivery routes. Thereafter, the preferred approach is one of co-design, with DEPARTMENT OF ENERGY SECURITY AND NET ZERO and the Hubs working with delivery partners to create a varied programme of tailored in-person support approaches and methods that can be evaluated for insights into wider replication. Applications are sought from prospective delivery partners to create a varied programme of tailored support approaches and methods that can be evaluated for insights into national scale replication.

Delivery will run from July 2023 to March 2025.

The Grant Period shall begin on the Commencement Date and expire on 31 March 2025 unless this agreement is terminated in accordance with its provisions, or unless the Grant Period is extended by agreement between the parties.

The first Project Manager(s) shall be Michael Gallagher and Jack Hayhoe.

The Contact Details of the Project Manager are as follows, unless otherwise notified to the Recipient by the Funder:

localenergyadvice@nottinghamcity.gov.uk / michael.gallagher@nottinghamcity.gov.uk / jack.hayhoe@nottinghamcity.gov.uk

The Grant Amount must only be used for the delivery of work outlined in Schedule 2 (LEAD Bid Application)

Eligible Expenditure is net of VAT recoverable by the Council from HM Revenue & Customs, and gross of irrecoverable VAT. This means that all grants are outside the scope of VAT.

Part 2 Allocation and Deliverables

The Grant in the First Contract Year is £118,000.00. The Grant in subsequent Contract Years will be £186,000.00

Table 1 below shows your total allocation for the First and second Contract Year.

Table 1 – LEAD allocation breakdown	
Allocation Year	Annual allocation
2023/24	£118,000.00
2024/25	£186,000.00
Total	£304,000.00

Part 3 Funding Preconditions

Key Performance Indicators (KPI's)

- The Recipient must report on the mandatory KPI's in schedule 3 to the Funder and provide feedback where the KPI's are not achieved, and any mitigation actions taken as part of this Demonstrator programme.
- The recipient must report against the project specific KPI's submitted in the revised KPI baseline included in Schedule 3 to the Funder and provide feedback where the KPI's are not achieved, and any mitigation actions taken as part of this Demonstrator programme
 - Reporting of the KPI's will be expected Monthly as outlined in the MoU.
 - Any changes to KPI's must be raised by the Recipient to the Funder for discussion and then agreed with the Lead Funder.

Information Sharing Agreement

- The Recipient must sign an Information Sharing Agreement for their project to the Funder substantially in the form set out in Schedule 4. A completed and signed Information Sharing Agreement is required to draw down payment.

Schedule 2 Bid Application

Schedule 2 to this agreement comprises of the file entitled 'Central and South Lincolnshire LEAD bid' containing the original bid application on which the Recipient was successful in securing the programme Grant. This is embedded in the word version of this document.



Central and South
Lincolnshire LEAD bid

Schedule 3 Key Performance Indicators (KPI's)

Mandatory KPI's	2023/24				2024/25				
	Q2	Q3	Q4	Totals	Q1	Q2	Q3	Q4	Totals
	July, August, & September	October, November, December	January, February, March		April, May, June	July, August, & September	October, November, December	January, February, March	
Number of people provided with in-person advice. KPI 1	60	119	119	298	200	200	102	0	502
Number of homes with measures installed following advice. KPI 2	0	30	78	108	50	50	50	12	162
Customer satisfaction with advice and empowerment levels (as a % of all users). KPI 3	75	75	75	75%	75	75	75	0	75%
Number of off-gas-grid homes with measures installed following advice.	0	0	25	25	11	11	11	4	37
Number of solid-walled homes with measures installed following advice.	0	0	20	20	7	7	7	4	25
Number of homes with clean heat technologies installed following advice (e.g., electric storage heaters, air source heat pumps, ground source heat pumps).	0	0	10	10	5	4	3	3	15
Harder-to-treat homes identified locally, and barriers to retrofit identified and overcome. Project KPI 1	0	10	15	25	10	10	10	0	30
Vulnerable consumers identified locally, and barriers to retrofit identified and overcome. Project KPI 2	0	10	15	25	15	15	15	0	45

Schedule 4 Information Sharing Agreement (ISA)

Document to be added once approved by Department of Energy Security and Net Zero

Schedule 5 Reporting Requirements

The Recipient shall comply with the obligations set out within this Schedule 6.

1. The Recipient and relevant Funder will have a regular monthly meeting to discuss the progress of delivery of the Programme and any issues arising from the Monthly Report. Attendance will be monitored and will be required to release payments.
2. On a monthly basis, the Recipient will provide a completed report for LEAD to the Funder Project Team covering the period from the first to last day of the month and provided on or before the 8th Working Day of the subsequent month (the "**Monthly Report**"). For example, the report covering the delivery period of 1 - 31 August 2023 will be required to be submitted by the 8th Working Day of September 2023 which is 12th September 2023. The Recipient's first report is required the 8th Working Day of subsequent month the award letter is signed.
3. The Funder will monitor the Monthly Report by applying a RAG rating. If the Recipient is meeting less than 65% of KPI's, this will be rated Red. If the Recipient is meeting less than 80% of forecasted delivery, this will be rated Amber. 80% or above of forecasted delivery will be rated Green. If the Monthly Report has two consecutive months of Red status, or 3 consecutive months of Amber status, a meeting to reforecast delivery will be required and the Recipient shall deliver the Project in accordance with any reforecast delivery requirements. If delivery within the remaining time is not possible, or the Monthly Report following reforecasting is not rated Green, MNZH may withdraw a proportion of funds (which in its absolute discretion) is appropriate to the level of underperformance.
4. The Recipient will comply with the reporting requirements notified to it by the Funder from time to time.
5. The Recipient shall provide a report to the Funder, covering the period from the first to last day of the month, on or before the 8th Working Day of the subsequent month (**Monthly Report**). The Monthly Report will be provided in the format and in accordance with the template notified to the Recipient by the Funder and shall include:
 - a. The data points specified in the Monthly Reporting Document including an update on the Recipient's progress against each Key Performance Indicator set out within Schedule 3;
 - b. Any items which the Recipient wishes to bring to the attention of the Funder, such as lessons learned, good news stories, indicate potential escalations which will be managed in accordance with the escalations process set out in Clause 29 of this agreement.
6. The Recipient will attend and participate in any meetings requested by the Funder.
7. The Recipient shall maintain and keep up to date a risk register (including conflict of interest) in respect of the Project in accordance with the risk register provided in the bid application and any other instructions of the Funder.

8. The Recipient will produce monthly fraud/error management performance reports as part of the **Monthly Report** to the Funder including number and types of cases raised; levels of fraud/error prevented, fraud/error detected; debt raised/recovered; admin/corrective action taken; prosecution initiated.

Schedule 6 Eligible & Ineligible Expenditure

1.1 This Schedule sets out the categories of Eligible Expenditure for which Grant Funding may be claimed by the Recipient.

1.2 The only costs that will amount to Eligible Expenditure are those which:

1.2.1 are incurred within the Grant Period;

1.2.2 are net of VAT recoverable from HM Revenue and Customs and gross of irrecoverable VAT;

1.2.3 are directly attributable to the delivery of the Project to which the Grant Funding relates;

1.2.4 are incurred by or Distributed to UK-based organisations;

1.2.5 otherwise meet the requirements of this Schedules 1 & 2.

2.1. The Authority will only pay the Grant in respect of Eligible Expenditure incurred by the Recipient to deliver the Deliverables and the Recipient will use the Grant solely for delivery of the Deliverables (as set out in Schedules 1 & 2 of these Conditions).

2.2. The items listed in Schedules 1 & 2 and the following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Deliverables:

2.2.1. fees charged or to be charged to the Recipient by the external auditors/accountants for reporting or certifying that the Grant paid was applied for its intended purposes.

2.2.2. giving evidence to Parliamentary Select Committees;

2.2.3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;

2.2.4. responding to public consultations, where the topic is relevant to the objectives of the Deliverables. To avoid doubt, Eligible Expenditure does not include the Recipient spending the Grant on lobbying other people to respond to any such consultation:

2.2.5. providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.

2.3. The Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure. The list below does not override activities which are deemed eligible in these Conditions:

2.3.1. Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;

- 2.3.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
- 2.3.3. using the Grant to petition for additional funding;
- 2.3.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
- 2.3.5. input VAT reclaimable by the Recipient from HMRC;
- 2.3.6. payments for activities of a political or exclusively religious nature;
- 2.4. Other examples of expenditure, which are prohibited, include the following:
 - 2.4.1. contributions in kind;
 - 2.4.2. interest payments or service charge payments for finance leases;
 - 2.4.3. gifts;
 - 2.4.4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
 - 2.4.5. payments for works or activities which the Grant Recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
 - 2.4.6. bad debts to related parties;
 - 2.4.7. payments for unfair dismissal or other compensation;
 - 2.4.8. depreciation, amortisation or impairment of assets owned by the Grant Recipient;
 - 2.4.9. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

Schedule 7 Claim process

Each month, the Recipient will submit a Monthly Report including spend to date as outlined in schedule 5, subject to the reporting template to be provided by the Funder in line with the Lead Funders requirements.

The Funder will then submit the delivery report to the Lead Funder for the Midlands region.

The Lead Funder may request proof of expenditure and any other supporting documentation and information in addition to the monthly report. The Recipient must provide this evidence in a timely manner. As a minimum, proof of expenditure will be required four times per year as part of a quarterly review and reconciliation exercise.

The Funder will pay the Recipient based on the monthly report within 6 weeks of the report deadline. The Recipient should note that payment is subject to the terms of this agreement, and that the Funder cannot make payment where it has not received funds from the Lead Funder.

The Funder expects to make the final payment once all Grant spend has been reconciled and accounted for.

The Recipient shall attend a mandatory meeting in no less than 10 working days in advance of the Reconciliation Exercise each quarter.

The Authority reserves the right to request a full evidence check at any point during delivery and will work proactively with the Recipient to carry this out in appropriate timescales.

Schedule 8 Memorandum of Understanding

This is the Memorandum of Understanding between the Department of Energy Security and Net Zero and Nottingham City Council as Accountable Body for the Midlands Net Zero Hub.



2023.05.22 MoU BEIS
and Midlands Net Zer

Schedule 9 Communications Plan

Document to be added once approved by Department of Energy Security and Net Zero

EXECUTED on behalf of Nottingham City Council acting as
accountable body for the Midlands Net Zero Hub

.....

Authorised Signatory

EXECUTED

by the **Recipient**

[Grant Recipients to insert their preferred execution block]

.....

Authorised Signatory

Agenda Item 6c



CP&R Committee

21 September 2023

Subject: Revised RIPA Policy

Report by:

Director of Corporate Services

Contact Officer:

Jeanette McGarry
Assistant Director and Monitoring Officer

jeanette.mcgarry@west-lindsey.gov.uk

Purpose / Summary:

To seek approval of the updated RIPA
(Regulation of Investigatory Powers Act) Policy.

The Policy sets out how our enforcement and housing officers will work with the Police to support and/or lead covert investigations to fight crime.

RECOMMENDATION(S):

Members are asked to agree :

- (i) The updated and revised RIPA Policy 2023
- (ii) That RIPA training for the Chief Executive, Monitoring Officer, Directors, Enforcement Officers is commissioned and provided during 2023-2024, and an application is made to the Corporate Training Budget
- (iii) That RIPA refresher training is undertaken annually and that material, such as past but relevant recorded training is available on the Council's Learning Platform
- (iv) That the RIPA Policy is reviewed on an annual basis by the Monitoring Officer who will report to Management Team in September, each year and to the following CP&R Committee

Legal:

- 1.1 The updated policy complies with the Regulation of Investigatory Powers Act 2000 (RIPA), The Acquisition and Disclosure of Communications Data Code of Practice 2010, the Data Protection Act 2018 (DPA) , and the Covert Surveillance and Property Interference: Revised CHIS Code of Practice August 2018.

Financial:

The RIPA Training will need to be commissioned in accordance with the Council's policy. Training was last offered in 2017. Management Team are content for an application to be made to the Corporate Training Budget.

Staffing:

RIPA Authorising Officers are the Monitoring Officer, the Chief Executive and Directors.

Planning, Housing and Environmental Protection enforcement officers are likely to engage in RIPA related matters.

The above-mentioned staff will require regular training.

Equality and Diversity including Human Rights:

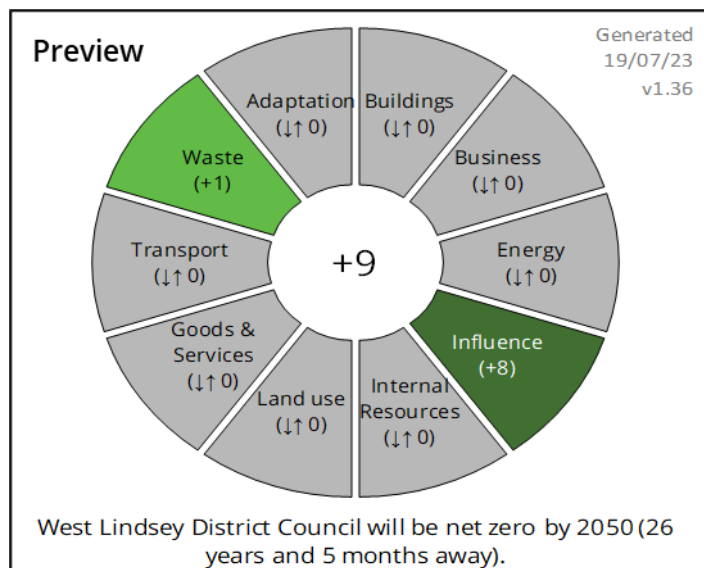
Human Rights implications will be considered and complied with in accordance with the Council's revised RIPA Policy and legislation.

Data Protection Implications:

The Council's revised RIPA Policy ensures that Data Protection matters are fully compliant.

Climate Related Risks and Opportunities:

Officers will be mindful of Climate related risks and opportunities when implementing the Council's RIPA Policy.



Section 17 Crime and Disorder Considerations:

The RIPA Act (2000) and the Council's RIPA policy enable further opportunities to enhance the implementation of S17 of the Crime and Disorder Act; thereby reducing crime, including anti-social behaviour.

Both pieces of legislation aim to reduce crime and make the District a safer place.

Health Implications:

The reduction of crime should help people to feel safer and happier and this is likely to have a positive impact upon health and wellbeing.

Risk Assessment:

The Council's RIPA Policy was last updated in 2017 and therefore, a review and consideration of the revised policy is now required.

WLDC is often asked to support the Police in RIPA matters. In such instances, the Police are the lead authority and bear the main risk.

The Council will need to ensure that the required RIPA training and record-keeping are up to date. The Monitoring Officer is responsible for this.

External RIPA Inspections take place with very little notice. It is essential therefore, that Council records, RIPA authorisations, training and ensures that the RIPA Policy is up to date.

--

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

x

Key Decision:

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

Yes

No

x

1. Introduction

- 1.2 The Council's RIPA Corporate Policy & Procedures Document is based upon the requirements of The Regulation of Investigatory Powers Act 2000 as amended ('RIPA') and the Home Office's Codes of Practice on Covert Surveillance, Covert Human Intelligence Sources (CHIS) and the Acquisition and Disclosure of Communications Data.
- 1.3 The RIPA Policy was last updated in July 2017.
- 1.4 The proposed revised policy is set out in Appendix A.

2. Proposed Amendments

- 2.1 Minor amendments such as numbering and headings are proposed with the exception of two new sections, as follows:
- (i) **RIPA and the use of the internet and social media**
This was absent in the 2017 version of the policy and is likely to be assessed by the Inspector.
 - (ii) **Acquisition of Communications Data**
This was absent within the 2017 Policy and concerns the acquisition of telecommunications and postal data.

2.2 Table of Proposed Amendments

Page	Subject	Comment
6	Review Date	Updated
7	Contents	Headings and page numbering updated And details of forms added
11	Authorised Officer and Director Responsibilities	The date at which the revised policy becomes active
Page 11, para 7		Monitoring Officer inserted
20	RIPA and the use of the internet and social media	This is a new section and will be reviewed externally when the Council's RIPA

		procedures are next inspected.
Page	Subject	Comment
22	Acquisition of Communications Data	This is a new section
24	Authorisation Procedures	Letter 'K' inserted
27	Working With/Through Other Agencies	Letter 'L' inserted
29	Record Management	Letter 'M' inserted
30	Concluding Remarks	Letter 'N' inserted
31	Complaints	Letter 'O' inserted
32	Forms	Letter 'P' and 'RIP 1' inserted
33	Form	'RIP 2' inserted
34	Form	'RIP 4' inserted

2. Governance

2.1 The Council's RIPA Policy Document is the Council's guiding document for RIPA operations and partnership work on an operational basis.

It is important for the effective and efficient operation West Lindsey District Council's actions regarding covert surveillance, Covert Human Intelligence Sources (CHIS) and the Acquisition of Communications Data. The policy document should, be reviewed on an annual basis.

2.2 All RIPA operations need to be approved by an Authorising Officer and overseen by the Monitoring Officer

2.3 WLDC will often work on RIPA matters with lead RIPA partners such as the Police.

2.4 RIPA Authorising Officers are :

- The Chief Executive
- The Monitoring Officer (with overall responsibility for RIPA)
- The Directors

- 2.5 The RIPA Authorising Officers are asked to bring any suggestions for continuous improvement of this Document to the attention of the Monitoring Officer.
- 2.6 Planning, Housing and Environmental Protection enforcement officers are likely to engage in RIPA operational activities.
- 2.7 It is recommended that an annual review of the RIPA policy will be presented to Management Team and to the following Corporate Policy and Resources Committee, by the Monitoring Officer.

3. Training

- 3.1 Authorising Officers are required to be regularly trained.
- 3.2 Officers were last trained in 2018; so, RIPA training should be commissioned as a priority.
- 3.3 It is recommended that RIPA training for the Chief Executive, Monitoring Officer, Directors, Enforcement Officers should be commissioned and provided in 2023-24 and that an application is made to the Corporate Training Budget.
It is further recommended that RIPA refresher training is undertaken annually and that material, such as past but relevant recorded training, is available on the Council's Learning Platform.



**CORPORATE POLICY & PROCEDURES
DOCUMENT**

ON

**THE REGULATION OF
INVESTIGATORY
POWERS ACT 2000
(RIPA)**

UPDATED September 2023

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NB:

The Regulation of Investigatory Powers Act 2000 ('RIPA') refers to 'Designated Officers'. For ease of understanding and application within West Lindsey District Council, this Corporate

Policy & Procedures Document refers to 'Authorised Officers'. Furthermore, such officers can only act under RIPA if they have been duly "authorised" to do so. For the avoidance of doubt, therefore, all references to duly Authorised Officers refer to 'Designated Officers' under RIPA.

A. Introduction and Key Messages

1. This Corporate Policy & Procedures Document is based upon the requirements of The Regulation of Investigatory Powers Act 2000 ('RIPA') and the Home Office's Codes of Practice on Covert Surveillance and Covert Human Intelligence Sources.
2. The authoritative position on RIPA is, of course, the Act itself and any Officer who is unsure about any aspect of this Document should contact, at the earliest possible opportunity, the Shared Legal Services Office for advice and guidance. Appropriate training will be provided or organised by the Council to Authorised Officers and any other appropriate persons.
3. To ensure easy access, a copy of this Document will be placed on the website. The act itself and the Codes of Practice on Covert Surveillance and Covert Human Intelligence Sources will be made available for officers on the Council's Intranet site and for members of the public on demand.
4. The Chief Operating Officer is the Senior Responsible Officer for RIPA and such will be responsible for ensuring all officers work with the requirements of the law and fulfil their roles appropriately.
5. The Council's Monitoring Officer will act as the RIPA Monitoring Officer. They will maintain and check the Central Register of all RIPA authorisations, reviews, renewals, cancellations and rejections. However, it is the responsibility of the relevant Authorising Officer to ensure that RIPA Monitoring Officers receive a copy of the relevant form within 1 week of the authorisation, review, renewal, cancellation or rejection.
6. RIPA and this Document are important for the effective and efficient operation of the Council's actions with regard to covert surveillance and Covert Human Intelligence Sources. This Document will, therefore, be kept under annual review by the RIPA Monitoring Officer. Additionally, annual reports will be made by the RIPA Monitoring Officer to the relevant elected members of the Council to ensure that the policy is still fit for purpose and consistent with Council policies.
7. In terms of monitoring e-mails and internet usage, it is important to recognise the important interplay and overlaps with the Council's e-mail and internet policies, Codes of Practice, Guidance, the Data Protection Act 1998 (and its Code of Practice) and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000. RIPA forms should be used where **relevant** and they will be only **relevant** where the **criteria** listed on the Forms are fully met.
8. If you are in any doubt on RIPA, this Document or the related legislative provisions, please consult Shared Legal Services at the earliest possible opportunity.

B. West Lindsey District Council Policy Statement
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1. The Council takes seriously its statutory responsibilities and will, at all times, act in accordance with the law and take necessary and proportionate action in these types of matters. In that regard, the RIPA Monitoring Officer, will keep this Document up to date and amend, delete, add or substitute relevant provisions, as necessary. The Chief Operating Officer will be the Senior Responsible Officer for this work.

C. RIPA Monitoring Officer Responsibilities

1. The Council's Monitoring Officer is the designated RIPA Monitoring Officer with overall authority for monitoring and keeping under review the Council's use of and compliance with the Regulation of Investigatory Powers Act 2000 and all amendments thereto and Codes of Practice issued under the said Act in consultation with the Chief Operating Officer
2. The RIPA Monitoring Officer also has responsibility for maintaining the Central Register for RIPA authorisations and oversight and quality control of the authorisation process, which will include the examination of authorisations to ensure they are compliant with current legislation and codes of practice and raising any issues as to the quality of authorisations with the authorising officers.
3. The RIPA Monitoring Officer will be responsible for the provision of training and maintenance of a Training Register for staff identified as requiring the same and for ensuring that all Directors and Authorised Officers are provided with updates on policy and guidance pertaining to RIPA.
4. The RIPA Monitoring Officer will have responsibility for raising awareness of RIPA within the Council and ensure that this policy is subject to annual review and that quarterly reports are made as to fitness for purpose to the relevant elected members.
5. The RIPA Monitoring Officer will be responsible for engaging with the Surveillance Commissioners and Inspectors when inspections are conducted and oversee the implementation of any post inspection action plans recommended or approved by them.

D. Authorised Officer and Director Responsibilities

1. This Corporate Policy and Procedures Document will become operative from **1st September 2023**. It is important therefore, that relevant Directors, Strategic Leads, and Authorised Officers take personal responsibility for the efficient and effective operation of this policy and procedure within their respective areas.
2. It will be the responsibility of each Director/Strategic Lead to ensure their relevant members of staff who require training are identified and undertake suitable training as 'Applicants' through the RIPA Monitoring Officer and are kept up to date with policy and guidance information provided by the RIPA Monitoring Officer so as to avoid errors in the operation of the process and completion of the relevant forms.
3. Directors/Strategic Leads will also ensure that staff who report to them follow this Corporate Policy & Procedures Document and do not undertake or carry out any form of surveillance without first obtaining the relevant authorisations in compliance with this Document.
4. Authorised Officers must also pay particular attention to Health and Safety issues that may be raised by any proposed surveillance activity. Under no circumstances, should an Authorised Officer approve any RIPA form unless, and until s/he is satisfied the health and safety of Council employees/agents are suitably addressed and/or risks minimised, so far as is possible, and proportionate to/with the surveillance being proposed. If an Authorised Officer is in any doubt, s/he should obtain prior guidance on the same from his/her Chief Officer, the Council's Health & Safety Officer and/or the Legal Services Section.
5. Authorised Officers are encouraged, although not obliged, to use the services of Lincolnshire County Council Legal Shared Services who have agreed to act as 'gatekeeper' for applications to conduct surveillance activity. The gatekeeper role will involve LCC Trading Standards reviewing an application to conduct surveillance on behalf of an Authorised Officer of West Lindsey and providing advice and/or recommendations as appropriate on how the application may be enhanced **before** submission to the Magistrates Court to maximise the likelihood of it gaining approval. In certain circumstances, Lincolnshire County Council Trading Standards Department may recommend to the Authorised Officer that an application is not progressed and/or withdrawn. Authorised Officers must ensure that all documentation is sent using secure and confidential means as detailed in 6 below or via secure email to Mark.Keal@lincolnshire.gcsx.gov.uk .
6. Authorised Officers must also ensure when sending copies of any forms to colleagues, Legal Services (or any other relevant authority), that they are sent in **sealed** envelopes and marked '**RIPA - Strictly Private and Confidential**'. Alternatively, they may be sent as attachments by **password protected and confidential e-mail**.
7. The Director of Resources will be the Authorising Officer for all RIPA applications. The deputy Authorising Officer will be **the Monitoring Officer**

General Information on RIPA

1. The Human Rights Act 1998 (which brought much of the European Convention on Human Rights and Fundamental Freedoms 1950 into UK domestic law) requires the Council and organisations working on its behalf, pursuant to Article 8 of the European Convention, to respect the private and family life of a citizen, his home and his correspondence.
2. The European Convention did not, however, make this an absolute right, but a qualified right. Accordingly, in certain circumstances, the Council may interfere in the citizen's right mentioned above, if such interference is:-
 - (a) **in accordance with the law;**
 - (a) **necessary** (as defined in this Document); **and**
 - (b) **proportionate** (as defined in this Document).
3. The Regulation of Investigatory Powers Act 2000 ('RIPA') provides a statutory mechanism (i.e. 'in accordance with the law') for authorising **covert surveillance**, the use of a '**covert human intelligence source**' ('**CHIS**') – e.g. undercover agents. It seeks to ensure that any interference with an individual's right under Article 8 of the European Convention is necessary and proportionate. In doing so, RIPA seeks to ensure that both the public interest and the human rights of individuals are suitably balanced.
4. Directly employed Council staff and external agencies working for the Council are covered by the Act for the time they are working for the Council. All external agencies must, therefore, comply with RIPA and the work carried out by agencies on the Council's behalf must be properly authorised by one of the Council's designated Authorised Officers. (Authorised Officers are those whose posts appear in **Appendix 1** of this Document).
5. If the correct procedures are not followed, evidence may be disallowed by the courts, a complaint of maladministration could be made to the Ombudsman, and/or the Council could be ordered to pay compensation. Such action would not, of course, promote the good reputation of the Council and will, undoubtedly, be the subject of adverse press and media interest. It is essential, therefore, that all involved with RIPA comply with this Document and any further guidance that may be issued, from time to time, by the RIPA Monitoring Officer.
6. A flowchart of the procedures to be followed – for Directed Surveillance and the use of Covert Human Intelligence Sources (CHIS's)

F. What RIPA Does and Does Not Do

1. RIPA does:

- require prior authorisation of directed surveillance.
- prohibit the Council from carrying out intrusive surveillance.
- require authorisation of the conduct and use of a CHIS.
- require safeguards for the conduct and use of a CHIS.

2. RIPA does not:

- make unlawful conduct which is otherwise lawful.
- prejudice or dis-apply any existing powers available to the Council to obtain information by any means not involving conduct that may be authorised under this Act. For example, it does not affect the Council's current powers to obtain information via the DVLA or to get information from the Land Registry as to the ownership of a property.

3. If the Authorised Officer or any Applicant is in any doubt, s/he should speak to a representative from the Shared Legal Services section **BEFORE authorising, renewing, cancelling or rejecting any directed surveillance or use of a CHIS.**

G. Types of Surveillance

1. **'Surveillance'** includes
 - monitoring, observing, listening to persons, watching or following their movements, listening to their conversations and other such activities or communications.
 - recording anything mentioned above in the course of authorised surveillance.
 - surveillance, by or with, the assistance of appropriate surveillance device(s).

Surveillance can be overt or covert.

2. ***Overt Surveillance***

Most of the surveillance carried out by the Council will be done overtly – there will be nothing secretive, clandestine or hidden about it. In many cases, Officers who are going about the usual business and just happen to observe something happening that represents a breach of legislation enforced by the Council, and/or will be going about Council business openly (e.g. carrying out a site visit pursuant to an existing power to inspect) or where the Council employs the use of CCTV cameras clearly apparent to the public for the surveillance of general behaviour and not targeted at a specific individual or group of individuals.

3. Similarly, surveillance will be overt if the subject has been informed it will happen (e.g. where a noisemaker is warned (preferably in writing) that noise will be recorded if the noise continues, or where a licence is issued for the sale of alcohol subject to conditions, and the licensee is told that officers may visit without notice or identifying themselves to the owner/proprietor to check that the conditions are being met.

4. ***Covert Surveillance***

Covert Surveillance is carried out in a manner calculated to ensure that the person subject to the surveillance is unaware of it taking place. (Section 26(9) (a) of RIPA).

5. RIPA regulates two types of covert surveillance, (Directed Surveillance and Intrusive Surveillance) and the use of Covert Human Intelligence Sources (CHIS's).

6. ***Directed Surveillance***

Directed Surveillance is surveillance which:-

- is covert; and
- is not intrusive surveillance (see definition below – the Council must not carry out any intrusive surveillance);
- is not carried out in an immediate response to events which would otherwise make seeking authorisation under the Act unreasonable, e.g. spotting something suspicious and continuing to observe it; and

- it is undertaken for the purpose of a **specific investigation** or operation in a manner **likely to obtain private information** about an individual (whether or not that person is specifically targeted for purposes of an investigation). (*Section 26(10) of RIPA*).

7. Private information in relation to a person includes any information relating to his private and family life, his home and his correspondence. The fact that covert surveillance occurs in a public place or on business premises does not mean that it cannot result in the obtaining of private information about a person. Prolonged surveillance targeted on a single person will undoubtedly result in the obtaining of private information about him/her and others that s/he comes into contact, or associates, with.

8. Similarly, although overt town centre CCTV cameras do not normally require authorisation, if the camera is tasked for a specific purpose, which involves prolonged surveillance on a particular person, authorisation will be required. The way a person runs his/her business may also reveal information about his or her private life and the private lives of others.

9. **For the avoidance of doubt, only those Officers designated and certified to be ‘Authorised Officers’ for the purpose of RIPA can authorise ‘Directed Surveillance’ IF, AND ONLY IF, the RIPA authorisation procedures detailed in this Document are followed. If an Officer has not been “authorised” for the purposes of RIPA, s/he can NOT carry out or approve/reject any action set out in this Corporate Policy & Procedures Document.**

10. **Intrusive Surveillance**

This is when it:-

- is covert;
- relates to residential premises and private vehicles; and
- involves the presence of a person in the premises or in the vehicle or is carried out by a surveillance device in the premises/vehicle. Surveillance equipment mounted outside the premises will not be intrusive, unless the device consistently provides information of the same quality and detail as might be expected if they were in the premises/vehicle.

11. **This form of surveillance can be carried out only by police and other law enforcement agencies. Council Officers must not carry out intrusive surveillance.**

12. **Proportionality**

The term incorporates three concepts:

- the means should not be excessive in relation to the gravity of the mischief being investigated;
- the least intrusive means of surveillance should be chosen; and
- collateral intrusion involves invasion of third parties privacy and should, so far as is possible, be minimised.

Extra care should also be taken over any publication of the product of the surveillance.

13. **Further guidance** on surveillance can be found in the Home Office CHIS Code [CHIS Code \(publishing.service.gov.uk\)](http://publishing.service.gov.uk)

Examples of different types of Surveillance

Type of Surveillance	Examples
Overt	<ul style="list-style-type: none"> • Police Officer or Community Officers on patrol • Signposted Town Centre CCTV cameras (in normal use) • Recording noise coming from outside the premises after the occupier has been warned in writing that this will occur if the noise persists. • Most site visits where the officer is carrying out an open inspection of a site pursuant to a statutory power.
Covert but not requiring prior authorisation	<ul style="list-style-type: none"> • CCTV cameras providing general traffic, crime or public safety information.
Directed must be RIPA authorised	<ul style="list-style-type: none"> • Officers follow an individual or individuals over a period, to establish whether s/he is working when claiming benefit or off long term sick from employment. • Test purchases where the officer has a hidden camera or other recording device to record information which might include information about the private life of a shop-owner, e.g. where s/he is suspected of running his business in an unlawful manner.
Intrusive Council cannot do this!	<ul style="list-style-type: none"> • Planting a listening or other device (bug) in a person's home or in their private vehicle.

H. Conduct and Use of a Covert Human Intelligence Source (CHIS)

Who is a CHIS?

1. Someone who establishes or maintains a personal or other relationship for the covert purpose of helping the covert use of the relationship to obtain information.
2. RIPA does not apply in circumstances where members of the public volunteer information to the Council as part of their normal civic duties, or to contact numbers set up to receive information.

What must be authorised?

3. The Conduct or Use of a CHIS require prior authorisation.
 - **Conduct** of a CHIS = Establishing or maintaining a personal or other relationship with a person for the covert purpose of (or is incidental to) obtaining and passing on information.
 - **Use** of a CHIS = Actions inducing, asking or assisting a person to act as a CHIS and the decision to use a CHIS in the first place.
4. **The Council can use CHIS's IF, AND ONLY IF, RIPA procedures, detailed in this document, are followed.**

Juvenile Sources

5. Special safeguards apply to the use or conduct of juvenile sources (i.e. children under the age of 18). On no occasion can a child under 16 years of age be authorised to give information against his or her parents. Only the Chief Executive of the Council is permitted to authorise the use of Juvenile Sources, as there are other onerous requirements for such matters.

Vulnerable Individuals

6. A Vulnerable Individual is a person who is or may be in need of community care services by reason of mental or other disability, age or illness and who is or may be unable to take care of himself or herself, or unable to protect himself or herself against significant harm or exploitation.
7. A Vulnerable Individual will only be authorised to act as a source in the most exceptional of circumstances. Only the Chief Executive of the Council is permitted to authorise the use of vulnerable individuals, as there are other onerous requirements for such matters.

Test Purchases

8. Carrying out test purchases will not generally (as highlighted above) require the purchaser to establish a relationship with the supplier with the covert purpose of obtaining information and, therefore, the purchaser will not normally be a CHIS. For example, authorisation would **not** normally be required for test purchases carried out in the ordinary course of business (e.g. walking into a shop and purchasing a product over the counter as or similar to an ordinary member of the public).

9. By contrast, developing a relationship with a person in the shop, to obtain information about the seller's suppliers of an illegal product (e.g. illegally imported products) will require authorisation as a CHIS. Similarly, using mobile hidden recording devices or CCTV cameras to record what is going on in the shop will require authorisation as directed surveillance. A combined authorisation can be given for a CHIS and directed surveillance. However, both directed surveillance and CHIS application forms will need to be completed and authorisation obtained. The forms should also be cross referenced.

Anti-Social Behaviour Activities (e.g. noise, violence etc)

10. Persons who complain about anti-social behaviour, and are asked to keep a diary, will not normally be a CHIS, as they are not required to establish or maintain a relationship for a covert purpose. Recording the level of noise (e.g. the decibel level) will not normally capture private information and, therefore, does not require authorisation.
11. Recording sound (with a DAT recorder) on private premises could constitute intrusive surveillance, unless it is done overtly. For example, it will be possible to record if the noisemaker is warned that this will occur if the level of noise continues. Placing a stationary or mobile video camera outside a building to record anti social behaviour on residential estates will require prior authorisation.

1. There is a great deal of information available on the internet and this is often the first place we will turn to research something. If you are using open public sites that are known, and are there for public uses such as Companies House or telephone number data bases such as Yell.com you are unlikely to need any authorisation as there is an expectation that the information on those sites are public .
2. However, if you continue to monitor and track someone's activities even if it is an open site or retain images from the site as a means of specifically investigating an individual by tracking and recording their activity this could well constitute directed surveillance as you are covertly watching someone, and a RIPA directed surveillance authorisation is needed.
3. Similarly, if you need to form any type of a relationship and engage with someone on line without revealing their true identity such as having to get the status of a 'friend' to access their social media site, maybe using a false account then RIPA CHIS authorisation is required.

J. Acquisition of Communications Data

What is Communications Data?

1. Communication data means any traffic or any information that is or has been sent by over a telecommunications system or postal system, together with information about the use of the system made by any person.

Procedure

2. There are two powers granted by S22 RIPA in respect of the acquisition of Communications Data from telecommunications and postal companies ("Communications Companies").
3. S22 (3) provides that an authorised person can authorise another person within the same relevant public authority to collect the data. This allows the local authority to collect the communications data themselves, i.e. if a private telecommunications company is technically unable to collect the data, an authorisation is made under this section.
4. In order to compel a Communications Company to obtain and disclose, or just disclose Communications Data in their possession, a notice under S22 (4) RIPA must be issued. The sole grounds to permit the issuing of a S22 notice by a Permitted Local Authority is for the purposes of 'preventing or detecting crime or of preventing disorder'. The issuing of such a notice will be the more common of the two powers utilised, in that the Communications Company will most probably have means of collating and providing the communications data requested.
5. S22 (3) should only be used where the local authority is seeking to collect the information themselves, i.e. either to install its own monitoring system/equipment or to use its own staff to collect the information from the Communications Company's system, without using the Communication Company's own staff.
6. S22 (4) should be used when the Communications Company is being asked to collect the requested information themselves prior to disclosure.
7. Usage of S22 (4) will be the more common form, in that the majority of the Communications Companies will have sufficient resources in place to allow them to collect the information following the service of a Notice.
8. Once a notice has been issued, it must be sent to the Communications Company. In issuing a notice, the Authorising Officer can authorise another person to liaise with the Communications Company covered by the notice.
9. WLDC authorising officers who have been duly authorised by the Monitoring Officer for the purposes of RIPA, may sign the Forms. Copies of any Forms must, however, be provided to the Monitoring Officer, within 1 week of signing the form.
10. The Authority uses the NAFN service to administer applications for accessing communications data. Applicants will complete the online application that will be reviewed by the NAFN single point of contact (SPOC). The SPOC will accept, reject or request amendments to the application as necessary. Once satisfied the SPOC will pass notify the Authorising Officer that the application is ready for review.

9. If the application is authorised NAFN will provide the Investigating Officer with completed forms to enable them to seek Judicial Approval.
10. Once approval has been granted a copy of the signed approval should be sent to the SPOC who will serve the appropriate notice.

K. Authorisation Procedures

1. Directed Surveillance and the use of a CHIS can only be lawfully carried out if properly authorised, and in strict accordance with the terms of the authorisation.

Authorised Officers

2. Forms can only be signed by Authorised Officers, authorised to do so by the Council. Authorised posts are listed in **Appendix 1**. This Appendix will be kept up to date by the RIPA Monitoring Officer, and added to as needs require. If a Director wishes to add, delete or substitute a post, s/he must refer such request to the RIPA Monitoring Officer for consideration, as necessary. The RIPA Monitoring Officer has been duly authorised to add, delete or substitute posts listed in **Appendix 1**.
3. Authorisations under RIPA are separate from delegated authority to act under the Council's Scheme of Delegation and internal departmental Schemes of Management. RIPA authorisations are for specific investigations only, and must be renewed or cancelled once the specific surveillance is complete or about to expire. **The authorisations do not lapse with time!**

Training Records

4. Proper training will be given, or approved by the RIPA Monitoring Officer before Authorised Officers are permitted to sign any RIPA Forms. A Central Register of all those individuals who have undergone training will be kept by the RIPA Monitoring Officer.

Application Forms

6. Only the approved RIPA forms set out in this Document must be used. Any other forms used will be rejected by the Authorised Officer and/or Legal Services.

Grounds for Authorisation

7. Directed Surveillance (**A Forms**), the Conduct and Use of a CHIS (**B Forms**), can only be authorised by the Council: '**For the prevention or detection of crime or of preventing disorder**' and not any of the other grounds specified in Sections 22(1), 28(3) or 29(3) of the Act.

Assessing the Application Form

8. Before an Authorised Officer signs a Form, **s/he must:-**
 - (a) Be mindful of this Corporate Policy & Procedures Document, the Training provided by and any other guidance issued, from time to time, by RIPA Monitoring Officer on such matters;
 - (b) Satisfy his/herself that the RIPA authorisation is:-
 - (i) **in accordance with the law;**
 - (ii) **necessary** for the prevention and detection of crime as stated in paragraph 10 above; **and**

- (iii) **proportionate** to what it seeks to achieve.
- (c) In assessing whether or not the proposed surveillance is proportionate, consider other appropriate means of gathering the information. **The least intrusive method will be considered proportionate by the courts.**
- (d) Take into account the risk of intrusion into the privacy of persons other than the specified subject of the surveillance (**Collateral Intrusion**). Measures must be taken wherever practicable to avoid or minimise (so far as is possible) collateral intrusion and the matter may be an aspect of determining proportionality;
- (e) Set a date for review of the authorisation and review on that date or as close to it as is practically possible;
- (f) Allocate a Unique Reference Number (URN) for the application as follows:-

Department/Whether Directed Surveillance (DS), Covert Human Intelligence Source (CHIS) /Year/Number of Application
- (g) Ensure that any RIPA Departmental Register is duly completed, and that a copy of the RIPA Forms (and any review/cancellation of the same) is forwarded to the RIPA Monitoring Officer for inclusion in the RIPA Central Register, **within 1 week of the relevant authorisation, review, renewal, cancellation or rejection**. In the case of notices compelling the disclosure of communications data, a copy of the notice must be attached to the authorisation form.
- (h) The authorised officer is encouraged to seek advice from Lincolnshire County Council Trading Standards on the quality of the application before them, prior to submission to the Magistrates Court, using the procedure outlined at number 5 on page 6 of this procedure.

Additional Safeguards when Authorising a CHIS

9. When authorising the conduct or use of a CHIS, the Authorised Officer **must also:-**
 - (a) be satisfied that the **conduct** and/or **use** of the CHIS is proportionate to what is sought to be achieved;
 - (b) be satisfied that **appropriate arrangements** are in place for the management and oversight of the CHIS and this must address health and safety issues through a risk assessment;
 - (c) consider the likely degree of intrusion of all those potentially affected;
 - (d) consider any adverse impact on community confidence that may result from the use or conduct or the information obtained; and
 - (e) ensure **records** contain particulars and are not available except on a need to know basis.

Urgent Authorisations

10. Urgent authorisations should not ordinarily be necessary. In exceptional circumstances, however, urgent authorisations may be given orally if the time that would elapse before a written authorisation can be granted would be likely to endanger life or jeopardise the investigation or operation for which the authorisation was being given.
11. It will not be urgent where the need for authorisation has been neglected or is of the Officer's own making.
12. Urgent authorisations last for no more than 72 hours. They must be recorded in writing on the standard form as soon as practicable and the extra boxes on the form completed to explain why the authorisation was urgent.

Duration

13. The Form **must be reviewed in the time stated and cancelled** once it is no longer needed. The 'authorisation' to carry out/conduct the surveillance lasts for a maximum of 3 months (from authorisation) for Directed Surveillance, and 12 months (from authorisation) for a CHIS. However, whether the surveillance is carried out/conducted or not, in the relevant period, does not mean the 'authorisation' is 'spent'. In other words, **the Forms do not expire!** The forms have to be reviewed and/or cancelled (once they are no longer required)!
14. Urgent oral authorisation, if not already ratified in a written authorisation, will cease to have effect after 72 hours, beginning with the time when the authorisation was granted.
15. Authorisations can be renewed in writing when the maximum period has expired. The Authorising Officer must consider the matter afresh, including taking into account the benefits of the surveillance to date, and any collateral intrusion that has occurred.
16. The renewal will begin on the day when the authorisation would have expired. In exceptional circumstances, renewals may be granted orally in urgent cases and last for a period of seventy-two hours and must be recorded in writing on the standard forms as soon as practicable explaining why the renewal was urgent.

1. When some other agency has been instructed on behalf of the Council to undertake any action under RIPA, this Document and the correct forms must be used (as per normal procedure) and the agency advised or kept informed, as necessary, of the various requirements. They must be made aware explicitly what they are authorised to do.
2. When some other agency (e.g. Police, Customs & Excise, and Inland Revenue etc):-
 - (a) wish to use the Council's resources (e.g. CCTV surveillance systems), that agency must use its own RIPA procedures and, before any Officer agrees to allow the Council's resources to be used for the other agency's purposes, s/he must obtain a copy of that agency's RIPA form for the record (a copy of which must be passed to the RIPA Monitoring Officer for the RIPA Central Register) and/or relevant extracts from the same which are sufficient for the purposes of protecting the Council and the use of its resources;
 - (b) wish to use the Council's premises for their own RIPA action, the Officer should, normally, co-operate with the same, unless there are security or other good operational or managerial reasons as to why the Council's premises should not be used for the agency's activities. Suitable insurance or other appropriate indemnities may be sought, if necessary, from the other agency for the Council's co-operation in the agent's RIPA operation. In such cases, however, the Council's own RIPA forms should not be used as the Council is only 'assisting' not being 'involved' in the RIPA activity of the external agency.
3. In terms of 2(a), if the Police or other Agency wish to use Council resources for general surveillance, as opposed to specific RIPA operations, an appropriate letter requesting the proposed use, extent of remit, duration, who will be undertaking the general surveillance and the purpose of it must be obtained from the Police or other Agency before any Council resources are made available for the proposed use. Copies of letters should be sent as soon as possible to the RIPA Monitoring Officer for retention.
4. Where it is foreseen that other agencies will be involved in carrying out any surveillance, these agencies should be detailed in the application.

If in doubt, please consult with Legal Services at the earliest opportunity.

M. Record Management

1. **The Council must keep a detailed record of all authorisations, renewals, cancellations and rejections in Departments and a Central Register of all Authorisation Forms will be maintained and monitored by the RIPA Monitoring Officer.**

2. **Records maintained in the Department**

The following documents must be retained by the relevant Authorising Officer (or his/her designated departmental representative) for such purposes.

- a copy of the forms together with any supplementary documentation and notification of the approval given by the Authorising Officer;
 - a record of the period over which the surveillance has taken place;
 - the frequency of reviews prescribed by the Authorised Officer;
 - a record of the result of each review of the authorisation;
 - a copy of any renewal of an authorisation, together with the supporting documentation submitted when the renewal was requested;
 - the date and time when any instruction was given by the Authorised Officer;
 - the Unique Reference Number for the authorisation (URN).
3. Each form will have a URN. The departmental representative will issue the relevant URN to Applicants. The cross-referencing of each URN takes place within the forms for audit purposes.

Central Register maintained by the RIPA Monitoring Officer

4. Authorised Officers must forward details of each form to the RIPA Monitoring Officer for the Central Register, within 1 week of the authorisation, review, renewal, cancellation or rejection. The RIPA Monitoring Officer will monitor the same and give appropriate guidance, from time to time, or amend this Document, as necessary.
5. The Council will retain records for a period of at least three years from the ending of the authorisation. The Office of the Surveillance Commissioners (OSC) can audit/review the Council's policies and procedures, and individual authorisations.
6. The following information will be retained for a period of three years and up-dated each time an authorisation is granted, renewed or cancelled and should be available for inspection on the request of a Commissioner or Inspector of the Surveillance Commissioners Office: This should be a separate record for the authorisation of Directed Surveillance and CHIS and should contain the following information in relation to both forms of application:
 - The type of authorisation;
 - The date the authorisation was given;
 - Name rank/grade of the authorising officer;
 - The unique reference number (URN) of the investigation or operation;

- The title of the investigation including a brief description and names of the subjects if known;
- Whether the urgency provision was used and if so why;
- If the authorisation has been renewed, when it was renewed and who authorised the renewal, including the name and rank/grade of the authorising officer;
- Whether the investigation or operation is likely to result in the obtaining of confidential information as defined in the code of practice;
- Whether the authorisation was granted by an individual directly involved in the investigation;
- The date the authorisation was cancelled.

In relation to **directed surveillance authorisations** the following documentation should be centrally retrievable for a period of three years:

- Copies of all applications, authorisations and any supplementary documentation and notifications of approval given by the authorising officer;
- A record of the period over which surveillance has taken place
- The frequency of reviews prescribed by the authorising officer and a record of the result of each review;
- A copy of all renewal requests and authorisations together with supporting documentation
- The date and time when any instruction to cease surveillance was given.
- The date and time when any other instruction was given by the authorising officer.

In relation to **CHIS authorisations** the following documentation should be centrally retrievable for a period of three years:

- A copy of authorisations, notifications of approval and renewals together with any supporting documentation;
- The reasons why the person renewing an authorisation considered it necessary to do so;
- Any authorisation which was granted or renewed orally (in an urgent case) and the reason why the case was considered urgent;
- Any risk assessment made in relation to a CHIS;
- The circumstances in which tasks were given to a CHIS
- The value of a CHIS to the investigatory authority;
- A record of the results of any reviews of the authorisation
- The reasons why, if any, for not renewing an authorisation
- The reason for cancellation of an authorisation and the date and time when any instruction to cease the conduct or use of a CHIS was given.

1. Where there is an interference with the right to respect for private life and family guaranteed under Article 8 of the European Convention on Human Rights, and where there is no other source of lawful authority for the interference, or if it is held not to be necessary or proportionate to the circumstances, the consequences of not obtaining or following the correct authorisation procedure set out in RIPA and this Document, may be that the action (and the evidence obtained) will be held to be unlawful by the Courts pursuant to Section 6 of the Human Rights Act 1998.
2. Obtaining an authorisation under RIPA and following this policy, will therefore ensure that the action is carried out in accordance with the law and subject to stringent safeguards against abuse of anyone's human rights.
3. Authorised Officers will be suitably trained and they must exercise their minds every time they are asked to sign a form. They must never sign or rubber stamp form(s) without thinking about their personal and the Council's responsibilities.
4. Any boxes not needed on the form(s) must be clearly marked as being 'NOT APPLICABLE', 'N/A' or a line put through the same. Great care must also be taken to ensure accurate information is used and is inserted in the correct boxes. Reasons for any refusal of an application must also be kept on the form and the form retained in accordance with the Council's Procedures.

For further advice and assistance on RIPA, please contact the Monitoring Officer.

O. Complaints

1. Complaints relating to covert surveillance must be investigated in accordance with the Council's complaints policy.
2. The Authorising Officer of the 'covert surveillance subject of complaint' will not carry out the investigation of that complaint.

**PART II OF THE REGULATION OF INVESTIGATORY
POWERS ACT (RIPA) 2000**

P. Forms

Appendix 1

**RIP 1 APPLICATION FOR AUTHORISATION TO CARRY OUT DIRECTED
SURVEILLANCE**

Public Authority (Including full address)			
Name of applicant		Unit/Branch/Division	
Full Address			
Contact Details			
Investigation/ Operation Name		Operation Reference Number (File number)	
Investigating Officer (if a person other than the applicant)			

Details of application:

1. Give rank or position of authorising officer in accordance with the Regulation of Investigatory Powers (Directed Surveillance and Covert Human Intelligence Sources) Order 2003; No. 3171¹

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2. Describe the purpose of the specific operation or investigation.

--

¹ For local authorities: The exact position of the authorising officer should be given. For example Head of Trading Standards.

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3. Describe in detail the surveillance operation to be authorised and expected duration, including any premises, vehicles or equipment (e.g. camera, binoculars, recorder) that may be used

--

4. The identities, where known, of those to be subject of the directed surveillance

Name

Address:

DOB:

Other information as appropriate:

--

5. Explain the information that it is desired to obtain as a result of the directed surveillance

--

6. Identify on which grounds the directed surveillance is necessary under Section 28 (3) of RIPA. Delete those that are inapplicable. Ensure that you know which of these grounds you are entitled to rely on (SI 2003 No. 3171)

--

- In the interests of national security;
- *for the purpose of preventing or detecting crime or preventing disorder (*the only ground for WLDC);
- In the interests of the economic well-being of the United Kingdom
- in the interest of public safety
- for the purpose of protecting public health;
- for the purpose of assessing or collecting any tax, duty, levy or other imposition, contribution or charge payable to a government department.

7. Explain why this directed surveillance is necessary on the grounds you have identified (Code paragraph 2.4)

8. Supply details of any potential collateral intrusion and why the intrusion is unavoidable (Bear in mind Code paragraphs 2.6 to 2.10)

Describe precautions you will take to minimise collateral intrusions

9. Explain why this directed surveillance is proportionate to what it seeks to achieve. How intrusive might it be on the subject of surveillance or on others? And why is this intrusion outweighed by the need for surveillance in operational terms or can the evidence be obtained by any other means? (Code paragraph 2.5)

--

10. Confidential Information (Code paragraphs 3.1 to 3.12)

Indicate the likelihood of Acquiring any Confidential Information:

--

11. Applicants details

Name:		Telephone number:	
Grade/Rank:		Date:	
Signature:			

12. Authorising Officer's Statement (Spell out the "5 Ws" – Who; What; Where; When; Why and HOW – in this and the following box.)

<p>I hereby authorise directed surveillance defined as follows: (Why is the surveillance necessary, whom is the surveillance directed against, Where, When will it take place, What surveillance activity/equipment is sanctioned, How is it to be achieved?)</p>

13. Explain Why you believe the directed surveillance is necessary (Code paragraph 2.4) Explain Why you believe the directed surveillance to be proportionate to what is sought to be achieved by carrying out (Code paragraph 2.5)

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14. (Confidential Information Authorisation) Supply detail demonstrating compliance with Code paragraphs 3.1 to 3.12			
Date of first review			
Programme for subsequent reviews of this authorisation (Code paragraph 4.22). Only complete this box if review dates after first review are known. If not or inappropriate to set additional review dates then leave blank			
Name:		Grade/Rank:	
Signature:		Date and Time:	
Expiry date and time (e.g. authorisation granted on 1 April 2005 – expires 30 June			

15. Urgent authorisation (Code paragraphs 4.17 and 4.18): Authorising Officer: explain why you considered the case so urgent that an oral instead of a written authorisation was given.			
16. If you are only entitled to act in urgent cases: explain why it was not reasonably practicable for the application to be considered by a fully qualified authorising officer			
Name:		Grade/Rank:	

Signature:		Date/Time:	
Urgent Authorisation Expiry Date:		Expiry Time	
<i>Remember the 72 hour rule for urgent authorities (Check Code of Practice)</i>	e.g. authorisation granted at 5pm on June 1 st expires 4.59 pm on 4 th June		

APPENDIX 2

RIP 2

**PART II OF THE REGULATION OF INVESTIGATORY
POWERS ACT (RIPA) 2000**

Public Authority (including full address)	
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Name of applicant		Unit/Branch/Division	
Full address			
Contact details			
Investigation/ Operation name		Operation reference number (file number)	
Renewal number			

Details of renewal:

1. Renewal numbers and dates of any previous renewals	
Renewal number	Date

2. Detail any significant changes to information as listed in the original application as it applies at the time of the renewal

3. Detail the reasons why it is necessary to continue with the directed surveillance

4. Detail why the directed surveillance is still proportionate to what it seeks to achieve

5. Indicate the content and value to the investigation or operation of the product so far obtained by the directed surveillance

6. Give details of the results of the regular reviews of the investigation or operation

7. Applicant's details			
Name:		Telephone number:	
Grade/Rank:		Date:	
Signature:			

8. Authorising Officer's comments <u>This box must be completed</u>

9. Authorising Officer's statement			
<p>I, (insert name) hereby authorise the renewal of the directed surveillance operation as detailed above. The renewal of this authorisation will last for 3 months unless renewed in writing.</p> <p>This authorisation will be reviewed frequently to assess the need for the authorisation to continue.</p>			
Name:		Grade/Rank:	
Signature:		Date:	
Renewal from - time:		Date:	

Date of First review	
Date of subsequent reviews of this authorisation	

RIP 3

**PART II OF THE REGULATION OF INVESTIGATORY
POWERS ACT 2000**

CANCELLATION OF A DIRECTED SURVEILLANCE AUTHORISATION

Public Authority (Including full address)	West Lindsey District Council, Guildhall, Marshalls Yard Gainsborough, DN21 2NA
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Name of Applicant		Unit/Branch/Division	Revenues (Fraud).
Full Address			
Contact Details			
Investigation/ Operation Name		Operation Reference Number (File number)	

Details of cancellation:

1. Explain the reason(s) for the cancellation of the authorisation

2. Explain the value of surveillance in the operation

3. Authorising Officer's Statement.			
I (insert name) hereby authorise the cancellation of the directed surveillance investigation/operation as detailed above			
Name:		Grade/Rank:	
Signature:		Date:	

4. Time and Date of when the authorising officer instructed the surveillance to cease			
Date:		Time:	

5. Authorisation Cancelled	Date:	Time:
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PART II REGULATION OF INVESTIGATORY
POWERS ACT 2000

RIP 4 REVIEW OF A DIRECTED SURVEILLANCE AUTHORISATION

Public Authority (including full address)			
Name of Applicant		Unit/Branch/Division	Revenues (Fraud).
Full Address			
Contact Details			
Investigation/ Operation Name		Operation Reference Number (File number)	
Date of authorisation or last renewal		Expiry Date of authorisation or last renewal	

1. Review number and dates of any previous reviews	
Review Number	Date

2. Summary of the investigation/operation to date, including what private information has been obtained and the value of the information so far obtained

3. Detail the reason why it is necessary to continue with the directed surveillance

--

4. Explain how the proposed activity is still proportionate to what it seeks to achieve

--

5. Detail any incidents of collateral intrusion and the likelihood of any further incidents of collateral intrusions occurring

--

6. Give details of any confidential information acquired or accessed and the likelihood of acquiring confidential information

--

7. Applicant's details

Name:		Telephone number:	
Grade/Rank:		Date:	
Signature:			

8. Review Officer's Comments, including whether or not the directed surveillance should continue.

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9. Authorising Officer's statement

I (insert name) hereby agree that the directed surveillance investigation/operation as detailed above [*should/should not] continue [until its next *review/renewal] [it should be cancelled immediately]

*Delete as appropriate.

Name:		Grade/Rank:	
Signature:		Date and Time:	

10. Date of next review

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The layout and guidance of this RIP form is subject to change. Any changes to procedures or guidance will be notified in writing.

CHANGE OF CIRCUMSTANCES FORM RIP5

**PART II REGULATION OF INVESTIGATORY POWERS ACT 2000
DIRECTED SURVEILLANCE**

Operation Name	
Operation Reference Number	

Date change occurred/notified	
--------------------------------------	--

1. Particulars of subject(s) who have been added to the scope of the RIP application	
Name: ID Details Address: NINO D.O.B	Name: ID Details Address: NINO D.O.B

2. Particulars of subject(s) who have been removed from the scope of the RIP application	
Name: ID Details Address: NINO D.O.B	Name: ID Details Address: NINO D.O.B

3. Particulars of subject(s) whose identity has been established	
Subject ref: Name: Address: NINO D.O.B	Subject ref: Name: Address: NINO D.O.B

4. Particulars of other changes

5. What impact has change of circumstances had on the scope of the RIP authorisation

--

6. If surveillance is to continue, provide an update of operational objectives and plan of action. If not, RIP 3 must be completed to accompany Change of Circumstances form

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7. Applicant details

Name:		Telephone number:	
Grade/Rank:		Date:	
Signature:			

8. Countersigning Officer's comments (where applicable)

Name:		Grade/Rank:	
Signature:		Date:	

9. Authorising Officer's comments

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10. Authorising Officer's statement

I hereby *authorise/refuse the continuation of the directed surveillance operation as detailed above.
(*delete where authorisation is refused)

Name:		Grade/Rank:	
Signature:		Date (and Time)	

11. Urgent authorisation: Details of why change of circumstances request is urgent

Name:		Grade/Rank:	
Signature:		Date/Time:	

12. Authorising Officer's comments (This must include why the authorising officer or person entitled to act in their absence considered the case urgent)

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Name:		Grade/Rank:	
Signature:		Date:	

END



**Corporate Policy and
Resources Committee**

**Thursday, 21 September
2023**

Subject: Amendments to the Approved Committee Timetable: Change of Meeting Date - Prosperous Communities Committee October 2023

Report by:

Chief Executive

Contact Officer:

Ele Snow
Senior Democratic and Civic Officer

Ele.Snow@west-lindsey.gov.uk

Purpose / Summary:

To approve amendments to the agreed Committee Timetable as a result of a date clash arising from the Judicial Review being scheduled on 31 October 2023, the date of the Prosperous Communities Committee.

RECOMMENDATION(S):

1. That, for reasons of flexibility to attend the Judicial Review, the Committee approve the following change to the 2023/24 Committee Timetable:

a) the meeting of the Prosperous Communities Committee currently scheduled for Tuesday, 31 October 2023, be moved to Thursday, 26 October 2023.

IMPLICATIONS

Legal: The Local Government Act 1972 requires the Council to agree and publish a schedule of meeting dates. The Head of Paid Service's delegation does not extend to amending already approved dates.

Financial: No financial implications arising from this report.

FIN/76/24

Staffing: None arising from this report.

Equality and Diversity including Human Rights: None arising from this report.

Data Protection Implications: None arising from this report.

Climate Related Risks and Opportunities: This proposal does not change the total number of meetings so has a no greater either positive or negative impact on the travel etc.

Section 17 Crime and Disorder Considerations: None arising from this report.

Health Implications: None arising from this report.

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

Risk Assessment:

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 The Council is required under the Local Government Act 1972 to produce a schedule of its meetings. The Corporate Policy and Resources Committee is responsible for approving that timetable (schedule) annually, having approved the timetable for 2023/24 at its meeting on 9 February 2023.

2 Reason for Change

- 2.1 West Lindsey District Council is required to attend the Judicial Review Hearing in London on Tuesday 31 October and Wednesday 1 November, 2023. The scheduled date of the Prosperous Communities Committee is Tuesday 31 October.
- 2.2 In order that arrangements may be made for Senior Managers and Members to attend the hearing, it has been suggested that the date of the Committee meeting be amended.
- 2.3 Owing to the business scheduled for that meeting, and the fact that items on the agenda are also scheduled to be heard at the Corporate Policy and Resources Committee meeting on 9 November, 2023, options are limited for rescheduling the meeting to take place as usual on a Tuesday. Therefore, the proposed date for the re-scheduled meeting is **Thursday, 26 October 2023**.
- 2.4 Whilst the Head of Paid Service has a number of delegations in relation to the Committee timetable, as set out at page Part IV- Page 32 of the Constitution, namely:

“9. In the event of extreme inclement weather; or insufficient business to warrant calling a meeting or other unforeseen circumstance including periods of national mourning/national emergencies to **cancel or postpone** a meeting of the Council, a committee, subcommittee etc. or, where business dictates that **a meeting, not already set out in the timetable, be required** to be held, that meeting be called, in consultation with the relevant Chairman.

This delegation does not extend to changing already approved dates, in order that the delegation does not compete with the legal requirement to produce a schedule of meetings (ref 1.1 above).

3. Recommendation

- 3.1 In order to ensure options for attendance at Judicial Review Hearing, the Corporate Policy and Resources Committee are asked to approve the following change to the previously agreed timetable:
- a) the meeting of the Prosperous Communities Committee currently scheduled for Tuesday, 31 October 2023, be moved to Thursday, 26 October 2023.

CP&R Work Plan (as at 13 September 2023)

Purpose:

This report provides a summary of business due at upcoming meetings.

Recommendation:

1. That Members note the contents of this report.

Date	Title	Lead Officer	Purpose of the report	Date First Published
21 SEPTEMBER 2023				
21 Sep 2023	Review of RIPA Policy	Jeanette McGarry, Assistant Director People & Democratic Services	To present the updated Policy for approval	01 September 2023
21 Sep 2023	Local Energy Advice Demonstrator	Veronica Edwards, Senior Homes, Health & Wellbeing Officer	Overview or Local Energy Advice Demonstrator Bid and funding allocation	01 September 2023
21 Sep 2023	Fixed Penalty Increase - Fly-Tipping, Household Waste Duty of Care, Littering and Graffiti.	Andy Gray, Housing & Environmental Enforcement Manager	To seek approval to increase the charges relating to these specific FPNs in line with the new statutory instrument.	01 September 2023
21 Sep 2023	Amendments to the Approved Committee Timetable: Change of Meeting Date - Prosperous Communities Committee October 2023	Ele Snow, Senior Democratic and Civic Officer	To approve amendments to the agreed Committee Timetable in relation to the October meeting of the Prosperous Communities Committee. The date change being requested as a result of the Judicial Review taking place on 31 October 2023, the current scheduled date of the Committee meeting.	
	Additional Information requested from Leisure Provider prior to signing of Deed Variation - Information only item			01 September 2023

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12 OCTOBER

20 Jul 2023	Levelling Up Fund Public Realm Options	Sally Grindrod-Smith, Director Planning, Regeneration & Communities, Amy Potts, Programme Manager, Matthew Snee, Project Officer	A report detailing the business case and options for Public Realm interventions (Market, Park and Pocket Park) for member approval following on from recommendation in report from 1st June 2022.	21 September 2022
21 Sep 2023	Bid for Waste and Cleansing Contract	Ady Selby, Director - Operational & Commercial Services	To update members on work to bid for a Waste and Cleansing Contract and seek approval for funding to support the bid	01 September 2023

9 NOVEMBER 2023

Nov 2023	Digital ICT Vision	Nova Roberts, Director of Change Management, ICT & Regulatory Services	This report asks members to adopt West Lindsey's Digital Vision, a copy of which is appended to this report. The Digital Vision is a forward-thinking framework which will enable the Council to benefit from advances in technology and to be open to new opportunities in support of two key Corporate Plan objectives. The overarching digital vision is for the Council to: "To enable modern, high quality services through digital technology that meet the needs of our customers and our staff."	01 September 2023
9 Nov 2023	Body Worn Video Policy	Grant White, Enterprising Communities Manager	To approve updated body worn video policy.	01 September 2023
9 Nov 2023	Mid-Year Treasury Update 2023/24	Peter Davy, Financial Services Manager (Deputy Section 151 Officer)	This report provides the Mid-Year update for Treasury Management Indicators in accordance	30 May 2023

			with the Local Government Act 2003	
9 Nov 2023	Progress and Delivery Quarter Two (2023/24)	Claire Bailey, Change, Projects and Performance Officer	Progress and Delivery Quarter Two (2023/24)	30 May 2023
9 Nov 2023	Replacement of Contact Centre	Ady Selby, Director - Operational & Commercial Services	To consider proposals to replace	01 September 2023
9 Nov 2023	Proposed Fees and Charges 2024/2025	Sue Leversedge, Business Support Team Leader	Propose Fees and Charges to take effect from 1 April 2024.	01 September 2023
9 Nov 2023	Budget and Treasury Monitoring - Quarter 2 2023/204	Sue Leversedge, Business Support Team Leader	This report sets out the revenue, capital and treasury management activity from 1st April 2023 to 30th September 2023.	01 September 2023
9 Nov 2023	Launch of Customer Experience Strategy	Lyn Marlow, Customer Strategy and Services Manager	To engage with members in regard to the Experience Strategy, the action plan and timetable for delivery of the strategy in years 1 and 2	01 September 2023
19 DECEMBER 2023				
19 Dec 2023	Annual Review of Reserves 2023	Peter Davy, Financial Services Manager (Deputy Section 151 Officer)	There is a statutory requirement for Local Authorities to have regard to the level of reserves needed for meeting estimated future expenditure when calculating the budget requirement. In addition, as part of the budget process the Chief Finance Officer (Director of Corporate Services) is required to make a statement on the robustness of estimates and adequacy of reserves. In advance of finalising the Medium Term Financial Plan 2024/25 – 2029/30, this report gives Members the opportunity to consider in detail the outcome of the annual Earmarked Reserves Review and the level of	01 September 2023

			General Fund Working Balance.	
19 Dec 2023	Council Debt Write Offs 2023/24	Alison McCulloch, Revenues Manager	Write offs for 2023/24 in relation to council tax, national non domestic rates, sundry debtor accounts and housing benefit overpayments.	01 September 2023
22 Jan 2024	Council Tax Empty Homes Premiums 2024/25	Alison McCulloch, Revenues Manager	Council Tax Empty Homes Premium Charges for 2024/25	01 September 2023
22 Jan 2024	Local Council Tax Support Scheme 2024/25	Alison McCulloch, Revenues Manager	Local Council Tax Support Scheme 2024/24	01 September 2023
8 FEBRUARY 2024				
8 Feb 2024	2024/25 Measure and Target Setting for Progress and Delivery	Claire Bailey, Change, Projects and Performance Officer, Darren Mellors, Performance & Programme Manager	A report to present the proposed 2024/25 Measure and Targets for Progress and Delivery	
8 Feb 2024	Corporate Policy and Resources Committee Draft Budget 2024/2025 and estimates to 2028/2029.	Sue Leversedge, Business Support Team Leader	The report sets out the draft Revenue Budget 2024/2025 including that of this Committee and those recommended by the Prosperous Communities Committee for the period 2024/2025. It also includes estimates to 2028/2029 to be included in the Medium Term Financial Plan.	
8 Feb 2024	2024/25 Progress and Delivery Framework	Claire Bailey, Change, Projects and Performance Officer, Darren Mellors, Performance & Programme Manager	Formal approval of 2024/25 Progress & Delivery framework.	
8 Feb 2024	Budget and Treasury Monitoring - Qtr 3 2023/2024	Sue Leversedge, Business Support Team Leader	This report sets out the revenue, capital and treasury management activity from 1st April 2023 to 31st December 2023.	

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

Document is Restricted