

**Guildhall Gainsborough
Lincolnshire DN21 2NA
Tel: 01427 676676 Fax: 01427 675170**

AGENDA

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

**Corporate Policy and Resources Committee
Thursday, 25th September, 2025 at 6.30 pm
Council Chamber - The Guildhall, Marshall's Yard, Gainsborough, DN21 2NA**

Members:

- Councillor Owen Bierley (Chairman)
- Councillor Paul Swift (Vice-Chairman)
- Councillor Matthew Boles
- Councillor Frazer Brown
- Councillor Ian Fleetwood
- Councillor Paul Key
- Councillor Jeanette McGhee
- Councillor Tom Smith
- Councillor Baptiste Velan
- Councillor Moira Westley
- Councillor Trevor Young

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

To confirm and sign as a correct record the Minutes of the Meeting (PAGES 4 - 15) of the Corporate Policy and Resources Committee held on Thursday, 24 July 2025

ii) For Noting

To note the Minutes of the Joint Staff Consultative Committee (TO FOLLOW) meeting held on Thursday 11 September 2025.

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

Large Clear Print: Braille: Audio: Native Language

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 16 - 17)

Setting out current position of previously agreed actions as at 17 September 2025

6. Public Reports for Approval:

- i) Review of banking facilities - Gainsborough and surrounding area (PAGES 18 - 49)
- ii) Changing Places (PAGES 50 - 79)
- iii) Warm Homes Local Grant (PAGES 80 - 144)
- iv) Recommendation from Joint Staff Consultative Committee: Telephone and Screen Recording Procedure & Policy (PAGES 145 - 160)
- v) Establishment of West Lindsey Leisure Centre Task & Finish Group (TO FOLLOW)
- vi) Local Government Reorganisation (LGR) (PAGES 161 - 173)
- vii) Committee Work Plan (PAGES 174 - 177)

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 items of business on the grounds that they involve the likely disclosure of exempt information as defined in paragraphs 3 and 4 of Part 1 of Schedule 12A of the Act.

8. Exempt Report(s)

- i) LGR Consultant Contract Award (PAGES 178 - 187)
- ii) Food Waste Collection Recruitment (TO FOLLOW)
- iii) Building Control ICT Contract (PAGES 188 - 195)
- iv) Replacement of Guildhall Emergency Standby Generator (PAGES 196 - 200)

Bill Cullen
Interim Head of Paid Service
The Guildhall
Gainsborough

Wednesday, 17 September 2025

Agenda Item 3a

Corporate Policy and Resources Committee- 24 July 2025
Subject to Call-in. Call-in will expire at 5pm on

WEST LINDSEY DISTRICT COUNCIL

MINUTES of the Meeting of the Corporate Policy and Resources Committee held in the Council Chamber - The Guildhall, Marshall's Yard, Gainsborough, DN21 2NA on 24 July 2025 commencing at 6.30 pm.

Present: Councillor Owen Bierley (Chairman for the meeting)
Councillor Emma Bailey
Councillor Matthew Boles
Councillor Stephen Bunney
Councillor Ian Fleetwood
Councillor Paul Key
Councillor Jeanette McGhee
Councillor Mrs Lesley Rollings
Councillor Tom Smith
Councillor Trevor Young

Also Present: Councillor T Bridgwood
Councillor J Snee (Present for Minute Number 28-30)

In Attendance:
Bill Cullen Interim Head of Paid Service
Peter Davy Director of Finance and Assets (Section 151 Officer)
Lisa Langdon Assistant Director People and Democratic (Monitoring Officer)
Alan Bowley Interim Director of Operational and Commercial Services
Sue Leversedge Business Support Team Leader
Sarah Elvin Homes, Health & Wellbeing Team Manager
Katie Storr Democratic Services & Elections Team Manager
Natalie Smalley Democratic and Civic Officer

Apologies: Councillor Paul Swift

Membership: Councillor E Bailey was appointed substitute for Councillor P Swift

17 TO OPEN THE MEETING AND APPOINT A CHAIRMAN

The Democratic and Civic Officer opened the meeting and explained that, as there was currently no Chairman or Vice Chairman of the Corporate Policy and Resources Committee, the first item of business for the Committee was to appoint a Chairman for the meeting. Proposals were duly sought.

A Member of the Committee proposed Cllr Bierley, this was duly seconded.

A Member of the Committee proposed Cllr McGhee, this was duly seconded.

A Member made a request for a recorded vote, which was duly seconded.

With no other proposals forthcoming, on being put to the vote, votes were cast in the following manner:

In favour of Councillor Bierley: Councillors Bailey, Bierley, Bunney, Fleetwood, Key, McGhee, Smith.

In favour of Councillor McGhee: Councillors Rollings, Young.

Abstain: Councillor Boles.

With a total of seven votes cast in favour of Councillor Bierley, two votes in favour of Councillor McGhee, and one abstention, it was

RESOLVED that Cllr Bierley would be the Chairman for the duration of the meeting.

Cllr Young and Cllr Rollings gave notice that they would be leaving the meeting early to attend another online meeting.

18 PUBLIC PARTICIPATION PERIOD

There was no public participation.

19 MINUTES OF PREVIOUS MEETING/S

The Chairman explained there were two sets of minutes, one for approving and one for noting.

Having been moved and seconded it was

RESOLVED that the Minutes of the Meeting of the Corporate Policy and Resources Committee held on Thursday 12 June 2025 be confirmed and signed as a correct record.

With no comments or questions, the minutes of the Joint Staff Consultative Committee held on Thursday, 29 May 2025, and Thursday, 3 July 2025, were **NOTED**.

In response to a question about the membership of the Joint Staff Consultative Committee, the Deputy Monitoring Officer explained that the meeting in question was quorate in accordance with the Committee's terms of reference.

20 DECLARATIONS OF INTEREST

There were no declarations of interest as this point in the meeting.

21 MATTERS ARISING SCHEDULE

In response to a question regarding the sharing of health and safety data, the Democratic and Civic Officer explained that the Committee would be updated in due course.

With no further comments or questions, the Matters Arising Schedule, setting out the position of previously agreed actions as at 16 July 2025, was **NOTED**.

22 ASYLUM DISPERSAL IN WEST LINDSEY

The Committee heard from the Homes and Health Team Manager, who explained that the purpose of the report was to consider the allocation of asylum dispersal funding currently held by the Council, totalling over £185,000. Committee Members were provided with an overview of the funding's purpose, and the current asylum position in West Lindsey. It was explained that the funding had initially been described as un-ringfenced, with the intention that it be used to mitigate new burdens on frontline Council services, particularly homelessness and housing. For this reason, the reserve had been held within the relevant service area.

Members of the Committee were informed that a modest increase had been observed in the number of individuals presenting as homeless following receipt of their asylum decisions. Consequently, it was proposed that the majority of the funding be allocated to homelessness support, in order to safeguard frontline services and prevent overstretching of existing budgets. Attention was also drawn to the lack of structured support for community integration of asylum seekers and refugees, which had thus far been addressed informally by voluntary and community sector (VCS) groups. The Manager proposed that a portion of the funding be made available through the Council's community grants mechanism, enabling collaboration with the VCS to deliver support services that promote community cohesion and assist individuals transitioning from asylum accommodation.

It was noted that the Prosperous Communities Committee had already approved the use of the community grant funding process for the distribution of this funding at its meeting held on 15 July 2025. Therefore, the paper presented to the Corporate Policy and Resources Committee sought formal approval for the allocation of £125,295 from the asylum dispersal reserve to homelessness functions, as detailed in the report, and for the remaining £60,000 to be used for community activities supporting asylum seekers and refugees within the district.

The Chairman thanked the Manager for the introduction and invited questions and comments from the Committee.

A Committee Member enquired about the management of language barriers for asylum seekers approaching the Council for housing. In response, it was confirmed by the Manager that the Council currently utilised LanguageLine services and was exploring additional software solutions to improve communication. It was acknowledged that while asylum seekers represented a small proportion of those requiring language support, improvements could be made to better serve all customers.

Concerns were expressed by a Member of the Committee regarding the broader issue of

English language provision in the district. It was noted that the Gainsborough Multicultural Group had identified a significant gap in structured ESOL (English for Speakers of Other Languages) services. Existing provision was described as informal and insufficient to meet demand. In response, the Manager confirmed that discussions had taken place with the multicultural group regarding the potential use of funding for ESOL provision. It was acknowledged that this area had not previously been considered from a skills perspective, but it was agreed that further exploration with skills providers could be undertaken if deemed a priority by the Council.

The Chairman acknowledged the Committee Member's point and referred to a recent report presented to the Prosperous Communities Committee. The report had been considered helpful in outlining how the skills and contacts available to the Communities Team could potentially be utilised to improve accessibility and advance service delivery. In response, a Member of the Committee reminded Councillors that detailed decisions regarding expenditure would be undertaken by the Prosperous Communities Committee.

With no further comments or questions, and having been proposed and seconded, it was unanimously

RESOLVED that

- a) the allocation of £125,295 from the Asylum Dispersal Grant to the Homelessness functions as detailed in table 1 for the financial years 2025/2026 and 2026/2027, be approved; and
- b) the allocation of the remaining Asylum Dispersal Grant funding £60,055 to be utilised for community activity supporting asylum seekers and refugees, be approved.

23 BUDGET AND TREASURY MONITORING QTR 1 2025/26

Members of the Committee heard from the Business Support Team Leader concerning the budget and treasury management for the first quarter of the 2025–26 financial year. It was explained that the report covered the period from the end of May 2025, and as anticipated at this early stage of the financial year, few budget variances had been identified. The Officer stated that there was a forecast net underspend of £19,000 against revenue budgets; within the figure, significant offsetting variances were highlighted. The Committee were informed that a salary underspend of £94,000 was forecast due to existing vacancies across the Council; this forecast had been based on a 3% pay award included in the Medium-Term Financial Plan (MTFP). However, it was confirmed that a 3.2% employer pay award offer had been accepted, which would further reduce the underspend by approximately £27,000. Further reductions were expected as vacant posts were filled.

The Officer highlighted that a housing benefit subsidy pressure of £150,000 was forecast, attributed to supported accommodation placements involving unregistered landlords. It was noted that one such landlord was seeking registration, although the process was acknowledged to be lengthy. For reference, a subsidy loss of £86,000 had been incurred during the 2024–25 financial year. For the current year, this pressure was being partially offset by forecast savings of £23,000 in housing benefits administration.

The Officer outlined the recommendations to the Committee. It was stated that an amendment to the fees and charges schedule for markets, was being proposed, with a new fee of £50 for stalls and pitches for event traders only, as detailed in the report. Two capital programme amendments were also proposed. It was stated that an increase of £31,000 in the food waste collection budget was requested to reflect the cost of vehicles and caddies already received or expected before year-end, to be funded by the Defra grant. Additionally, a carry-forward of £188,000 was requested for the Gainsborough Heritage Regeneration Scheme to enable project completion in the following financial year.

The Chairman thanked the Officer for the introduction and invited comments and questions from the Committee.

A Committee Member began by querying the benefits of landlord registration for tenants. The importance of registration was emphasised in safeguarding tenants, and it was suggested that referral practices could be used to encourage compliance among landlords. Another Member of the Committee requested data on the number and trend of individuals seeking supported accommodation, citing an observed increase in housing difficulties. It was agreed that further information on this matter would be circulated to the Committee following the meeting.

The complexity of the issue was highlighted by Members of the Committee, including the role of subletting arrangements, the impact of Universal Credit on rent payments, and the increasing costs involved for landlords.

A Committee Member sought clarification on whether the discussion pertained to intensive housing management costs, suggesting that the issue was linked to registered providers of supported housing and the associated management expenses. In response, the Chairman noted that workshops had previously been held on housing-related topics, including landlord registration, funding, and support. It was suggested that consideration be given to holding a future workshop to address the issues raised during the meeting. It was confirmed that further details regarding housing benefit matters would need to be provided by the relevant Officer, with information to be circulated to Members of the Committee, and wider Members of the Council if appropriate.

A procedural clarification was provided by the Monitoring Officer regarding recommendation C. It was stated that while the Committee held authority to approve amendments to existing fees and charges, any new fees and charges would require referral to full Council for approval. This clarification did not affect the substance of the recommendation.

With no further comments or questions, having been proposed and seconded, and with the understanding that any new fees would need to be recommended to full Council for approval noted, it was unanimously

RESOLVED that

REVENUE

- a) The forecast out-turn position of a £0.019m net contribution to reserves as of 31st May 2025 (see Section 2) relating to revenue activity, be accepted;

and

- b) the use of Earmarked Reserves approved by the Chief Finance Officer using Delegated powers (2.4.1), be accepted; and
- c) the Committee approves the amendment to the fees and charges schedule for 2025/2026 and **RECOMMENDS** the new fee to full Council for approval (2.3.2).

CAPITAL

- d) The current projected Capital Outturn position of £13.228m (Section 3), be accepted; and
- e) the amendments to the Capital Schemes as detailed in 3.2, be approved.

TREASURY

- f) The report, the treasury activity and the prudential indicators (Section 4), be accepted.

24 BUDGET CONSULTATION & LGR ENGAGEMENT PROPOSAL 2025

The Committee heard from the Section 151 Officer concerning the Budget Consultation and Local Government Reorganisation (LGR) engagement proposal for 2025. It was reported that the Budget Consultation would inform the budget-setting process for the 2026–27 financial year and would be conducted throughout the remainder of the calendar year. A range of engagement methods was proposed, including both online and in-person formats. The S151 Officer noted that market stall events had previously proven popular with residents, with high levels of engagement and questionnaire completion. However, in-person events held in Caistor and Nettleham had experienced low or no attendance and were therefore proposed for removal from the schedule. The Gainsborough event, which had been well attended, was proposed to continue in the same format as the previous year.

With regard to LGR, it was explained that the LGR exercise would be conducted alongside the Budget Consultation. Questions relating to this exercise were included in the report and would inform a subsequent report to be presented to Council in early September.

A Member of the Committee expressed support for the proposed approach, describing it as sensible and well considered.

However, Members of the Committee raised concerns regarding the effectiveness of budget consultations, suggesting that they often amounted to a token gesture. Queries were raised regarding the framing of questions within the LGR consultation, particularly question nine, which asked respondents to indicate a preference for future groupings of local areas. It was suggested that if the responses were unlikely to be actionable, the question should be narrowed to reflect more realistic scenarios.

A Committee Member suggested that a visual aid, such as a map, be included to clarify

terms like “central Lincolnshire,” to avoid confusion with broader regional designations such as Greater Lincolnshire.

Further discussion ensued regarding LGR, with a Committee Member stating that decisions would ultimately be made by Central Government, regardless of local feedback. It was suggested that the Council be transparent about its limited influence, while still valuing public opinion and ensuring it was communicated to decision-makers.

The Interim Head of Paid Service provided an update to the Committee based on recent discussions held with other Chief Executives across Lincolnshire. It was reported that various consultation and engagement activities were underway across the region, including in areas not submitting formal proposals. It was confirmed that West Lindsey would not be submitting its own proposal but would engage with those that were active. The Interim Head of Paid Service highlighted that a key takeaway from the Committee discussion could be to request Officers to focus on identifying priorities for residents, communities, and businesses in West Lindsey that should be reflected in any future bid.

The Chairman supported this approach and noted that face-to-face engagement remained valuable in fostering understanding and dialogue between the Council and its residents.

A Member of the Committee proposed that a question be included in the consultation asking whether residents supported LGR. It was also suggested that if residents were asked to indicate a preferred area for grouping, a free-text box should be included to allow respondents to explain their reasoning. The Member of the Committee noted that preferences might be influenced by factors such as employment, education, or family connections, and that understanding this context would be beneficial.

A query was raised by a Committee Member regarding question three of the consultation, which referred to pausing fees at the current level and increasing them by inflation the following year. It was noted that the current rate of inflation had not been specified within the consultation materials. A request was therefore made for this information to be included to assist respondents in making informed decisions, along with any forecasted changes to inflation.

The Deputy Monitoring Officer clarified that if the Committee were minded to do so, an additional recommendation could be added which delegated authority to the Head of Paid Service to agree the final questions prior to launch, in accordance with the Committee’s comments.

Having been proposed and seconded, and with the additional recommendation included, it was unanimously

RESOLVED that

- a) the Budget Consultation process for 2025, be agreed; and
- b) the intention to run a public engagement exercise on Local Government Reorganisation alongside the 2025 Budget Consultation be noted.
- c) the Head of Paid Service be granted delegated authority to agree the final

questions prior to launch, in accordance with the Committee's comments.

25 RECOMMENDATION FROM JSCC: REVIEW OF THE COUNTER FRAUD, CORRUPTION AND BRIBERY POLICY

Members of the Committee heard from the S151 Officer, who presented the report. It was confirmed that the policy had been reviewed following an Internal Audit recommendation concerning the Council's fraud function. The S151 Officer explained that the revised policy had been approved by the Joint Staff Consultative Committee and was brought before the Corporate Policy and Resources Committee for final approval.

It was stated that while fraud could not be entirely eliminated, the associated risks could be managed and minimised. High-risk areas had been identified, and appropriate measures had been implemented to mitigate exposure. The importance of ethical conduct among staff and members was emphasised, with mechanisms in place for reporting concerns to designated officers. Regarding benefit fraud, it was confirmed that the Council participated in the National Fraud Initiative and employed an Officer to analyse data in collaboration with the Department for Work and Pensions.

A Member of the Committee raised a number of points regarding Member conduct and transparency. It was noted that, under the Localism Act 2011, powers to disqualify members for breaches of the Code of Conduct had been removed. Concerns were expressed about the limited sanctions available and the potential for misconduct in areas such as expenses. A suggestion was therefore made that Councillor expenses be published more frequently and prominently, such as on individual profile pages on the Council's website, in order to promote transparency.

In response, it was confirmed by the Deputy Monitoring Officer that all Member expenses were already published annually in accordance with statutory requirements. In addition, the Monitoring Officer added that expenses were subject to Freedom of Information requests and that the Council's remuneration scheme was overseen by an independent panel, although the feasibility of publishing expenses quarterly would be reviewed.

The Monitoring Officer also confirmed that the Council had a refreshed Whistleblowing Policy, which had recently been approved and promoted internally, providing an additional mechanism for reporting concerns. It was reiterated that the Code of Conduct and other relevant policies were also in place to support ethical standards and transparency; the Interim Head of Paid Service later added that the Council's approach was consistent with some other councils, and likely a range of councils across Lincolnshire.

The Chairman expressed reservations about increasing the visibility of personal information, noting that many Members had opted not to publish details such as home addresses due to concerns over personal safety.

Committee Members expressed the view that additional publication of Member expenses data was unnecessary. It was stated that Members undertaking substantial duties, including travel for meetings and training, were entitled to claim expenses, and that Officers applied rigorous checks to all claims. It was suggested by another Member of the Committee that the process could be further improved through the adoption of electronic systems for travel

claims, which would automatically calculate distances and enhance efficiency. Similarly, another Committee Member requested that the current expenses process be reviewed to assess whether it represented value for money, given the time and effort required of Officers.

Praise was then given to the Officer responsible for processing Member expenses, with recognition of the volume of work and the efficiency with which it was handled. The Chairman concurred and acknowledged the Officer's contribution as exemplary.

In response to a query regarding the process for handling allegations of inappropriate expense claims, the S151 Officer explained that an Annual Whistleblowing Report was submitted to the Governance and Audit Committee. It was stated that while data protection considerations limited the level of detail provided, the number of cases could be reported. It was noted that no whistleblowing incidents had been recorded in the most recent report.

With regard to further training, a Committee Member suggested that Members of the Council, in addition to staff, should receive training on anti-bribery and corruption.

A Member of the Committee expressed concern that local Councillors had been unfairly treated, despite receiving modest remuneration and generally exercising restraint in expense claims. It was noted that while some Members chose to make their addresses public, others had valid reasons for withholding such details. The importance of individual judgement and public accountability through democratic processes was emphasised.

Cllr Bridgwood, Visiting Member, noted that fraud could be difficult to detect and often remained hidden due to organisational complacency. The importance of maintaining vigilance and robust procedures was emphasised, with systems in place to verify claims and detect irregularities.

The Monitoring Officer highlighted that potential updates on changes to the standards regime were being monitored, and Members were to be kept informed. It was proposed that training be offered to Members in conjunction with the Section 151 Officer, following the adoption of the revised policy.

Having been proposed and seconded, it was unanimously

RESOLVED that

- a) the recommendation from the Joint Staff Consultative Committee, be accepted, and the revised Counter Fraud, Corruption and Bribery Policy, be approved; and
- b) minor housekeeping amendments be delegated to the Section 151 Officer following consultation with the Chairmen of the JSCC and CP&R Committees.

26 COMMITTEE WORK PLAN

With no comments or questions, the Committee Work Plan was **DULY NOTED**.

27 EXCLUSION OF PUBLIC AND PRESS

RESOLVED that under Section 100 (A)(4) of the Local Government Act 1972, the public and press be excluded from the meeting for the following items of business on the grounds that they involved the likely disclosure of exempt information as defined in paragraph 3 & 5 of Part 1 of Schedule 12A of the Act.

Note: The meeting entered closed session at 7.57pm

28 GAINSBOROUGH LEISURE PROVISION

Note: Councillors Bailey, Key, and McGhee left the meeting at 7.57pm and returned at 8.00pm.

Members heard from the Interim Director of Operational and Commercial Services who presented the Gainsborough Leisure Provision report. It was explained that the Committee was being asked firstly to note the initial feasibility works completed to date and secondly, agree the creation of an evidence based/needs assessment. In addition to this, the Committee was being asked to agree the establishment of a Member/Officer working group, with Terms of Reference to be drafted by Officers; the group would then agree a scope for phase two feasibility works, which would subsequently be brought before both Prosperous Communities and Corporate Policy and Resources Committee. The Director stated that although the original recommendation presented in the report pack recommended that Members agree to the establishment of Member/Officer Working Group, if Members were content in agreeing to the amendment, the Officers advised that the group should instead be a Member/Officer Task and Finish Group. Lastly, the fourth and final recommendation was to agree to tender for phase two feasibility works, following agreement of scope.

It was explained by the Director that the work done to date had provided a solid baseline from which the Task and Finish group would then be able to set the scope and objectives of the project.

Members of the Committee thanked the Director for his introduction and emphasised the importance of taking a holistic approach in exploring options for the both the inside and outside of the Gainsborough Leisure Centre. A Member of the Committee stressed the value of public consultation, stating the need for community buy-in.

Responding to discussion about future options for the facility, a Committee Member suggested that Members should be able to visit other nearby leisure centres such as those in Harrogate and Knaresborough for further information on how to utilise outdoor spaces. The Interim Head of Paid Service agreed, adding that Officers would be happy for members of the Task and Finish Group to facilitate visits to other leisure centres to ensure freedom of scope.

In response to a question from a Member of the Committee, the Interim Director of Operational and Commercial Services assured the Committee that no decisions regarding the scope of the project had yet been made. It was explained that the scope would be

determined by the Task and Finish Group, with a work programme subsequently brought to both the Prosperous Communities and Corporate Policy and Resources Committees in order to show key stages in the process.

Officers responded to questions about the potential costs of the project; it was explained that definitive figures and public consultation were necessary but would come at a later stage in the process.

Several Members of the Committee considered the project's progress to date, noting how staffing changes within the Council had previously impacted the decision-making process. In response, the Director expressed hope that the Committee was now assured about the plans to ensure proper levels of governance and scrutiny going forward. Committee Members expressed support for the plans to renew the leisure centre in some format.

The Chairman concluded the discussion by seeking approval from the Committee to alter the wording of recommendation C from 'Working Group' to 'Task and Finish Group'; in response, the Committee indicated their consensus for the alteration to be made.

Having been proposed, seconded, and voted on, with the proposed wording change to recommendation C noted, it was

RESOLVED that

- a) the initial feasibility works completed to date be noted; and
- b) the creation of evidence base/needs assessment, be agreed; and
- c) the establishment of a Member/Officer task and finish group, be agreed. Officers to develop Terms of Reference for the group to be approved by the Committee at a future meeting. The group can then agree scope of works for phase 2 feasibility works to recommend back to Prosperous and CP&R; and
- d) tendering for phase 2 feasibility work be agreed to commence following agreement of the scope (referred to in C above).

Note: The S151 Officer and Interim Director of Operational and Commercial Services left the Chamber at 8.50pm prior to the Committee's consideration of the Market Street Renewal Ltd – 2025/2026 Business Plan item.

29 MARKET STREET RENEWAL LTD - 2025/2026 BUSINESS PLAN

Members of the Committee heard from the Monitoring Officer who presented the Market Street Renewal Ltd – 2025/2026 Business Plan. An overview of the current financial situation was given followed by an overview of the involvement of WLDC Staff in Market Street Renewal. It was explained that the Committee was being asked to approved changes to WLDC Staff roles. The Monitoring Officer outlined the recommendations and invited questions from Members of the Committee.

Note: Cllr Rollings and Cllr Young left the meeting at 9.02pm

With no comments or questions, and having been proposed, seconded, and voted on, it was unanimously

RESOLVED that

- a) the contents of the Business Plan 2025/26 provided in Appendix 1 be noted; and
- b) the creation of a new company director post be approved; and
- c) Mr Alan Bowley be approved into the newly created Director Post; and
- d) Mr Comie Campbell be approved as the Company Secretary; and
- e) Mr Peter Davy be approved as the Council's shareholder representative on the company board.

Note: The S151 Officer and Interim Director of Operational and Commercial Services returned to the Chamber at 9.05pm following the Market Street Renewal Ltd – 2025/2026 Business Plan item.

30 THURROCK/APSE LITIGATION UPDATE

The Committee heard from the Monitoring Officer who presented the Thurrock/APSE Litigation Update. It was explained that report was intended to update the Committee on the Council's current position regarding the litigation. An overview of the Council's involvement in the case was provided.

In response to questions about risk with respect to the Council's continued APSE membership, the Monitoring Officer stated that APSE had been in contact with the councils involved to provide reassurance that certain actions had been taken to ensure reduced risk in the future. The Committee was assured that if the Council's solicitors deemed future risk to be significant, then the Council's membership of APSE would be evaluated.

The Monitoring Officer outlined some of the advantages of APSE membership in response to questions from Members of the Committee, and a Committee Member suggested that the appropriate body within the Council conduct a review of APSE membership.

Members thanked the Monitoring Officer for the update, and with no requirement for a vote, the report was **DULY NOTED**.

The meeting concluded at 9.25 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	Additional Information re Health and Safety Data	Please share additional information regarding the health and safety data contained within the 2024/25 Q4 P&D Report	<p>CP&R 12.06.25 - additional info requested</p> <p>Information shared with Councillors.</p> <p>Health and Safety incidents at West Lindsey are reported and categorised as follows:</p> <p>Near Misses Slip Trips and falls Fall from Height Manual Handling Needle Stick Injury - all types Vehicle / Plant / Property damage Dangerous Occurrences Diseases Miscellaneous Physical Violence Verbal RIDDOR Reportable</p> <p>The above will cover all our staff while on work duties and customers where ever they are within our building and events.</p>		Claire Bailey
Black	Data requested re supported accommodation	Please share the number and trends of individuals seeking supported accommodation with Members of the Committee.	<p>CP&R 24.07.25: 'Another Member of the Committee requested data on the number and trend of individuals seeking supported accommodation, citing an observed increase in housing difficulties. It was agreed that further information on this matter would be circulated to the Committee following the meeting.'</p> <p>Update: Briefing note containing this information shared with all councillors via email on 19 August 2025 .</p>		Angela Matthews
Black	Information requested re benefits of	Please share information regarding the benefits of landlord registration for tenants.	CP&R 24.07.25: 'Committee Member began by querying the benefits of landlord registration for tenants. The importance of registration was emphasised in safeguarding tenants, and it was suggested that referral practices could be used to		Angela Matthews

	landlord registration		encourage compliance among landlords.'		
			Update: Briefing note containing this information shared with all councillors via email on 19 August 2025.		
Black	Query regarding intensive housing management costs	Please clarify whether housing benefit subsidy pressure, as detailed in Budget and Treasury Monitoring Qtr 1 2025/26 report, is related to intensive housing management costs.	CP&R 24.07.25: 'A Committee Member sought clarification on whether the discussion pertained to intensive housing management costs, suggesting that the issue was linked to registered providers of supported housing and the associated management expenses.'		Angela Matthews
			Update: Briefing note containing this information shared with all councillors via email on 19 August 2025.		
Black	Warm Homes Local Grant - Mapping to be Shared	Please share the mapping info with Members of CP&R once available.	CP&R 11.03.25: A Member of the Committee requested that the mapping information was shared once available, to which Officers confirmed this would be done.		Veronica Edwards
			Update: information sheet including mapping details shared via email		
Green	Opportunities for Member Development	Identified requests for Member Development opportunities to be retained within the Democratic Services team, for Officers to arrange in due course.	CP&R 24.07.25: 'With regard to further training, a Committee Member suggested that Members of the Council, in addition to staff, should receive training on anti-bribery and corruption.' and 'the Chairman noted that workshops had previously been held on housing-related topics, including landlord registration, funding, and support. It was suggested that consideration be given to holding a future workshop to address the issues raised during the meeting.'	31/10/25	Ele Snow

Agenda Item 6a



CORPORATE POLICY AND RESOURCES COMMITTEE

Thursday, 25th September
2025

Subject: Review of banking facilities - Gainsborough and surrounding area

Report by:

Director of Planning, Regeneration &
Communities

Contact Officer:

Claire Hill
Economic Growth Officer

claire.hill@west-lindsey.gov.uk

Purpose / Summary:

To respond to the motion brought forward by Cllr M Snee, unanimously supported by Council, tasking officers with a review of banking services within Gainsborough and establishing the need for / deliverability of a banking hub.

RECOMMENDATION(S):

Members note:

- The review of banking provision within Gainsborough and the surrounding area
- The LINK Cash Access Assessment Outcome for Gainsborough published in January 2025
- The proposed next steps and Communications Plan in relation to banking facilities within Gainsborough

Members approve the following actions:

A letter from the Chair of WLDC's Corporate Policy and Resources Committee to:

LINK encouraging them to reconsider their current protocols in relation to assessment notification and include District Councils in this process whilst the re-organisation of local government is still to be finalised.

Lloyds Banking Group encouraging them to consider ongoing community banking provision in Gainsborough.

IMPLICATIONS

Legal:

No legal implications

Financial:

There are no financial implications arising from this report.

Fin Ref: FIN/61/26/MT/SL

Staffing:

No staffing implications the communications activity will be carried out as business as usual.

Equality and Diversity including Human Rights :

Research shows that the digitally excluded, older people, people in poor health, those with lower financial resilience and those with lower financial capability depend more on cash.

Whilst the January 2025 LINK Cash Access Assessment for Gainsborough was not progressed beyond stage 1, the wider assessment process (which would be enacted for any future loss of service provision) does ensure that the impact of any removal of services considers the impact on different groups, such as those detailed above.

Data Protection Implications:

None identified.

Climate Related Risks and Opportunities:

None identified in relation to this review.

Section 17 Crime and Disorder Considerations:

Not applicable.

Health Implications:

Research by the Financial Conduct Authority (FCA) in 2022 found that the digitally excluded, older people, people in poor health, those with lower financial resilience and those with lower financial capability depend more on cash and are therefore more likely to be negatively affected by bank branch closures. Gainsborough's Town centre is in the South West Ward an area with a higher level of deprivation than other areas of the district, this position will need to be considered within any future assessment triggered by further loss of banking and/or access to cash provision.

Small businesses in the UK rely on bank branches for things that can't be done easily online, like cash deposits, obtaining change and face-to-face help. For many of our district's SMEs there is a continuing reliance on payment methods that remain rooted in the operations of both small businesses and local economies, removal of these affects the health of their business.

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

<https://researchbriefings.files.parliament.uk/documents/CBP-9453/CBP-9453.pdf>

Risk Assessment:

As this report is for noting there has been no formal risk assessment carried out.

We do however note that despite the increasing range of payment methods used by small businesses, cash is still vital to the operation of many local economies. Reduced footfall because of customers being unable to access cash is therefore a potential risk to the town centre economy.

In the Federation of Small Businesses report in 2016 small businesses identify a lack of digital skills as a key obstacle to their doing more banking online. This was a more significant issue for older small business owners, as a result, businesses in rural areas such as ours are disproportionately at risk of both financial and digital exclusion.

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**

Executive Summary

This report responds to the motion to Council from Cllr M Snee. At its meeting on 27th January 2025 Council resolved unanimously that:

A review of the banking facilities available in the Gainsborough and surrounding area be considered as part of the wider market place regeneration, and a report be submitted to the Corporate Policy and Resources Committee by November 2025 detailing whether a banking hub, like that in Market Rasen is necessary and deliverable.

Recommendations for Banking Hub provision are made by LINK to Cash Access UK who are tasked with delivery, the process is set out within paragraphs 1.3 to 1.9 of this report. It should be noted that the Financial Services and Markets Act 2023 only provided protections for cash access - not face-to-face banking services or advice.

Gainsborough's current provision as assessed by LINK in January 2025 (which incorporated the planned closure of Halifax) is above the threshold for recommendation of additional services.

The criteria that LINK uses to assess a community's needs have been developed and agreed after extensive consumer and small business group input. Their considerations include rurality, demographics, business profile, financial vulnerability, physical geography, transport options/ease and seasonal demand for services.

The January 2025 assessment made no recommendations for further facilities within Gainsborough as the remaining services meet the criteria for the size of population, No' of businesses, demographic and geography.

A reassessment of this position cannot be requested through the LINK process within 12 months of an existing assessment being carried out, unless the community's circumstances / provision have significantly changed.

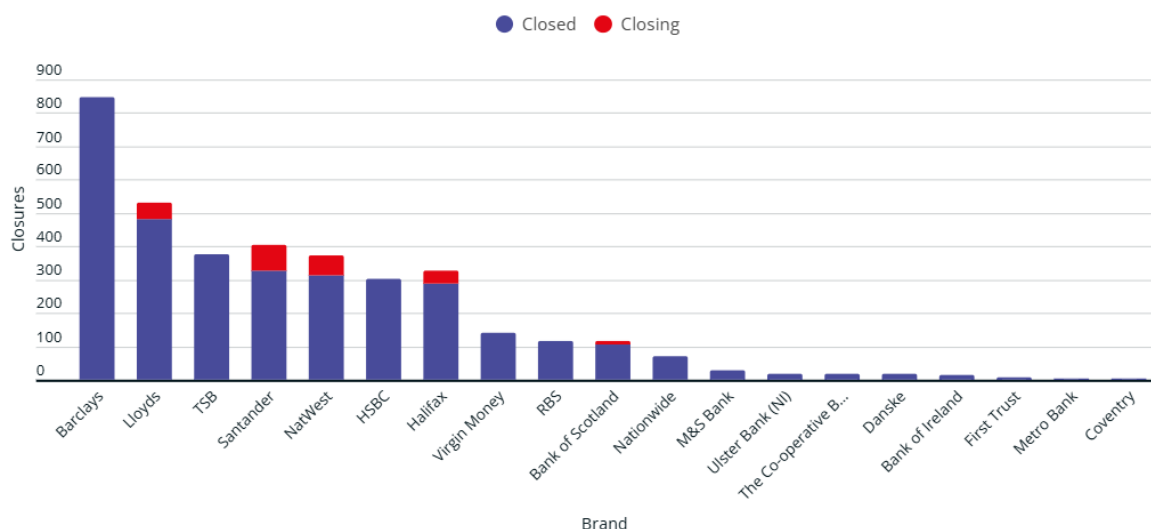
This report sets out:

- a. The background in relation to bank and building society branch provision and the Cash Access Assessment process in place nationally
- b. A review of banking facilities and ATM coverage within Gainsborough and the immediate surrounding area
- c. The protocols in relation to Banking Hub provision and Cash Access Assessment and includes as an Appendix, the LINK Cash Access Assessment for Gainsborough, carried out in January 2025.
- d. An outline Communications Plan for publicising the current available provision as identified within the review.

1 Introduction

- 1.1 According to data collected by the consumer organisation Which? 64% of the bank and building society branches that existed in January 2015 have now closed. Since that date 6,443 branches have closed across the UK including branches at major current account providers.

The chart below shows the number of closures and scheduled closures between January 2019 and December 2026.



- 1.2 The same research breaks down the position by parliamentary constituency and records the Gainsborough parliamentary constituency as losing 81% of its bank and building society network since 2015. Nationally thirty-three parliamentary constituencies have lost 100% of its network and are without a single bank branch, while another seventy-six are down to their last branch.
- 1.3 Under powers granted to it by The Financial Services and Markets Act 2023 (FSMA) the Financial Conduct Authority (FCA) has responsibility for overseeing the Country's maintenance of a well-functioning cash system. The new regulations mean that from 18 September 2024, banks and building societies are required to make sure they are plugging significant gaps in local cash access. It should be noted that the FSMA only provided protections for cash access - not face-to-face banking services or advice. There is a legislative gap if face-to-face services are to be protected.
- 1.4 The FCA requires banks and building societies to assess cash access and check whether additional services are needed when changes are made to local services, such as the closure of a local branch.
- 1.5 This is facilitated by LINK a not-for-profit company governed by an independent Board. It has a public interest objective to protect access to cash across the UK.
- 1.6 As part of its work, LINK manages the UK's main cash machine (ATM) network. LINK's network connects most ATMs (both free and charging) in the country and allows customers of banks and building societies (card issuers) that are LINK Members to make cash withdrawals and balance

enquiries with their payment cards at almost all ATMs. All the UK's major card issuers and ATM operators currently choose to become Members of LINK.

- 1.7 LINK is notified by participating banks of their intention to close branches and assesses the impact on these closures on communities. LINK also receives requests directly from communities to review cash access (as was the case with Market Rasen in 2023).
- 1.8 LINK determines whether that community needs extra cash services via their access to cash assessment process. Further detail in relation to this process is provided at Appendix A. The most recent assessment for Gainsborough was carried out in January 2025 triggered by the impending closure of Halifax (June 2025), this is provided at Appendix B. No additional facilities were recommended by this assessment. The outcome of LINK cash access assessments is published on their website and communicated via email to the highest tier of the relevant local authority. In the case of Gainsborough, a notification was sent to Lincolnshire County Council. As such, West Lindsey District Council will not have received any direct communication from LINK in relation to the assessment.
- 1.9 Where certain criteria are not met, LINK recommends new cash facilities. Responsibility for implementing the LINK recommendations is with a bank-owned infrastructure company called Cash Access UK (CAUK). Identified gaps could be filled via a range of recommendations including Banking Hubs, ATMs and Post Office facilities.

- **Banking hubs** - Provide counter services run by Post Office staff, where personal and business customers of any bank signed up to the Banking Framework Agreement with the Post Office can carry out basic services such as deposits, withdrawals and paying bills.

The everyday banking transactions available within a Post Office with counter banking services and available within a banking hub are the same. The difference is the private spaces available within a hub for more complex enquiries and advice from community bankers on rotation. For example, the Market Rasen banking hub is shared by HSBC, Lloyds, Santander, NatWest and Halifax. Which banks utilise a hub is determined by the top five banks in that area by transaction volume.

- **Multi-bank ATM deposit machines** – Offer access to cash services such as withdrawals, balance enquiries, PIN management to customers of all major banks. They also offer free cash deposits to customers of Barclays, Bank of Scotland, Danske Bank, Halifax, HSBC, Lloyds, NatWest, Royal Bank of Scotland, Santander, TSB, Ulster Bank and Virgin Money.
- **Cash Hubs** - Are owned by Cash Access UK and operated by the Post Office. They are cash counters which don't have the community banker service of a banking hub, but will support cash access in smaller, particularly rural locations. They provide face to face cash services which

includes depositing cash (notes and coins) and cheques, withdrawals, paying utility bills and change giving services for registered businesses.

- **Post Office banking services** - Introduction of or improvement to Post Office banking services including the roll out of enhanced services in some Post Offices which include new transactional machines and a dedicated banking counter.

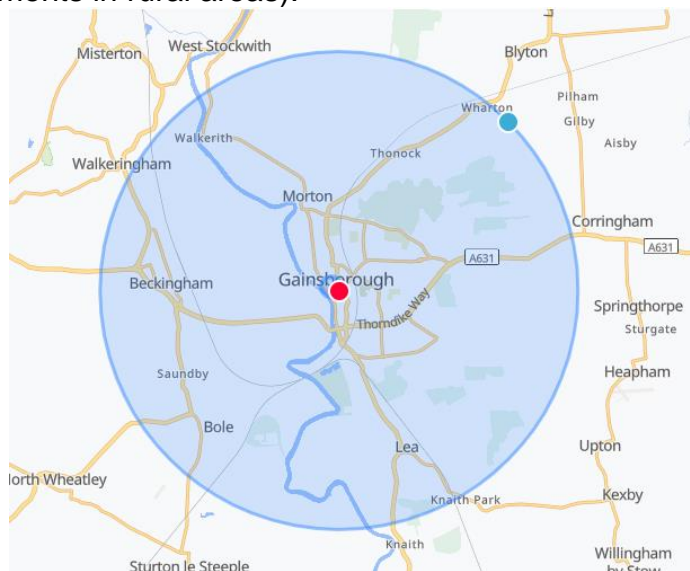
2 Review of current provision

2.1 Following Cllr M Snee's Motion to Council on 27th January 2025, officers have undertaken a review of banking facilities within Gainsborough which are detailed within this report at paragraphs 2.4 to 2.13.

2.2 This review includes:

- Desk top research
- Site visits to the providers within Gainsborough's town centre including the Community Banking offer hosted at the library
- Meeting with LINK - the UK's Coordination Body responsible for ensuring communities maintain access to essential cash services and the body which would assess eligibility for a Banking Hub

2.3 Following discussion with Cllr M Snee for the purposes of this review surrounding area has been classified as village settlements within a 3 mile radius of Gainsborough's town centre, namely Morton and Lea. (3 miles reflects the 'reasonable distance' applied by LINK to their assessments in rural areas).



2.4 Existing provision within Gainsborough and surrounding area

Banks and Building Societies

The historic town centre houses the remaining Bank and Building Society premises within the town, following the closure of Halifax in June 2025 this now consists of:

- Nationwide Building Society – Market Place, Gainsborough
- TSB – Market Street, Gainsborough
- Yorkshire Building Society - Market Place, Gainsborough

Post Offices (PO)

- Lea Road (Prepaid parcel service only)
- Market Street
- Queensway
- Ropery Road

A summary of the **in-person** services available for both personal and business current accounts in Gainsborough is shown in the table below:

Banks and Building Societies					
Personal Banking					
	Cash Withdrawal (Notes & Coins)	Cash deposit	Cheque Deposit	Staffed at Counter	Open Saturday
Barclays	N Community banking service (private room within library). No counter or cash transactions. Service focussed on bereavement assistance, money management and digital banking assistance. Cash / Cheque at PO Counter only			Mon & Tue 9am to 4pm Thurs 9am to 12 noon	N
Halifax	N Community banking service (private room within library). No counter or cash transactions. Service focussed on bereavement assistance, money management and digital banking assistance. Cash / Cheque at PO Counter only			Fri 9am to 3pm twice a month	N
Nationwide Building Society	Y	Y	Y	Y	N Limited service available from PO
TSB	Y	Y	Y	Y	N Services available at PO
Yorkshire Building Society	Y Savings accounts only	Y	Y	Y	N
Business Banking					
	Cash Withdrawal (Notes & Coins)	Cash deposit**	Cheque Deposit**	Change giving service*	Open Saturday
Barclays	N At PO Counter only Community banking service (private room within library) offers no counter or cash transactions.				N Services available at PO
Halifax	N At PO Counter only Community banking service (private room within library) offers no counter or cash transactions.				N Services available at PO
Nationwide Building Society	Offer Business Saving accounts only (currently closed to new applications) – No business current account offer				N
TSB	Y	Y	Y	Y	N
	In Branch or at PO				Services available at PO
Yorkshire Building Society	Personal savings accounts only – No business current account offer				

*Change giving services are subject to collateral as specified by the individual bank

**Deposit services are normally subject to provision of personalised paying in slip

Post Offices					
Personal Banking					
	Cash Withdrawal (Notes & Coins)	Cash deposit	Cheque Deposit	Staffed at Counter	Open Saturday
Lea Road – Within Bankside convenience store	Pre Paid parcel drop off only				7am to 9pm
Market Street	Selected banks	Selected banks	Selected banks	Y	9am to 2pm
Queensway	Selected banks	Selected banks	Selected banks	Y	8am to 1pm
Ropery Road – Within PJs convenience store	Selected banks	Selected banks	Selected banks	Y	6am to 6pm
Business Banking					
Lea Road	Pre Paid parcel drop off only				
Market Street	Selected banks	Selected banks	Selected banks	Y	9am to 2pm
Queensway	Selected banks	Selected banks	Selected banks	Y	8am to 1pm
Ropery Road	Selected banks	Selected banks	Selected banks	Y	6am to 6pm

- 2.5 There remains one full-service bank open in Gainsborough (TSB) which is staffed five days a week and for current account services this provides the most comprehensive 'offer' for those wishing to conduct their banking in person. It should be noted however that the traditional bank counter capacity within the branch is significantly reduced from that historically provided.
- 2.6 Of the two building societies with branches in Gainsborough one offers a personal current account neither offer business current accounts.
- 2.7 Therefore, outside of TSB and Nationwide residents and businesses are largely reliant on the framework agreement between the Post Office and banks and building societies to ensure access to cash services locally. This framework agreement was first established in 2017 and is now in its fourth iteration – the latest secured in April 2025 ensures the continued provision of cash and basic banking services at Post Office branches to December 2030. This ensures that customers of 30 banks and building societies can continue to access services like cash withdrawals and deposits, balance enquiries, and cheque deposits at Post Office branches across the UK.
- 2.8 An example of the impact of this framework agreement in practice can be seen in activity levels at the Post Office on Market Street which typically carried out 24 cash transactions a week for Halifax customers prior to the branch closing, since closure this has risen to 144 transactions a week.
- 2.9 The level of services available at the Post Office does not directly replicate the services or transaction levels that would be available in branch and the services available at the Post Office differ depending on

the bank / building society. Appendix C highlights the differences in service provision via the Post Office across the main operators.

- 2.10 Many high street banks have introduced Community Bankers – professional bank staff who travel to areas with no branches and meet customers in banking hubs or shared local spaces. Whilst this service does not offer cash transactions it does provide a number of services not available at the Post Office such as support with payments and transfers, card and PIN help, replacement cheque book and credit books, statement viewing and ordering, account closure, help with online and telephone banking, registering a death, appointing someone to manage your account, adding a third party to your account, registering support needs, help with money management, fraud support, proof of identity and registering a complaint.
- 2.11 The community banking services currently in Gainsborough are provided by Barclays and Halifax (who can also assist Lloyds and Bank of Scotland Customers) operating from the library on Cobden Street. The Community banking service from Barclays has been running for several years and is available 2.5 days a week (Monday and Tuesday all day and Thursday mornings). There are no published activity levels, but the community banker did share during the review visit that during week commencing 21st July 25 customers visited on Monday, 15 on Tuesday and 8 had visited within the first hour of trading on Thursday. She also advised that whilst the service was well established, she regularly was visited by customers unaware that the service existed.
- 2.12 The Halifax community banking service is more recent, introduced because of the branch closure in June 2025. Currently the service is available fortnightly on a Friday – dates are listed online through to 12th December 2025. Initial announcements about this service stated that it would run to November 2025. Information on arrangements beyond this date were requested via the review visit on 25th July and via a follow up contact on 22nd August a definitive answer is still outstanding. The community banker advised that activity levels and levels of assistance needed were internally monitored. Typically, customer volume was higher in the mornings and to date (the community bank had been operational for three dates only at the time of our review visit) they had seen circa 15 customers on each date so far. As it is part of the Lloyds banking group the community banker can provide the same services for Halifax, Lloyds and Bank of Scotland customers.
- 2.13 For completeness this review includes an overview of ATM services at locations across Gainsborough, Lea and Morton. This is provided at Appendix D.

Whilst nationally post pandemic ATM cash withdrawal levels are circa 50% lower than pre pandemic levels, Gainsborough has not seen the same level of reduction in cash withdrawals which is thought to be associated with the demographic and social / economic position of residents. The local ATM provision includes three 'Cash at Till' locations, which allow for withdrawals without an associated purchase and at any value (so if your account balance was below the £10 minimum value

available from an ATM this facility allows you to still access the funds and without the need to purchase anything).

3 Deliverability of a Banking Hub

- 3.1 As set out within paragraph 1.7 to 1.9 of this report. Recommendations for a banking hub facility are made by LINK following a cash access assessment to the body tasked with delivery - CAUK.
- 3.2 A LINK cash access assessment for Gainsborough was triggered when Halifax announced the closure of their Lord Street branch. The assessment completed in January 2025 (Appendix B) concluded that there was no need for any additional services.
- 3.3 Essentially Gainsborough meets the criteria for Stage 1 of the assessment process – access to two places with adequate capacity (in addition to the closing branch) for cash deposit and withdrawal services. Stage 2 of the process determines which method of additional services is most appropriate (ATM, Banking Hub, upgraded Post Office etc) is only enacted where the Stage 1 criteria is not met.
- 3.4 Officers met with Adam Wilkinson, Public Affairs Manager at LINK on 25th July to discuss the assessment made in January, wider process and look at the detail of some of the measures LINK can recommend when a town /community does not have the agreed level of service provision in place.
- 3.5 Unless there is a significant shift in service Gainsborough exceeds the threshold provision for a banking hub. Critically Adam highlighted that the counter banking service within a banking hub is exactly the same as that provided within a 'standard' Post Office banking services environment. The difference is the attendance of community banking staff in the hub for face-to-face advice and support, which Gainsborough currently has in place from two high street banks.

4 Next Steps

- 4.1 Promoting what facilities are available - Given the recent changes to provision and local intelligence from this review, there would appear to be value in WLDC promoting the banking services that are available in Gainsborough to support both financial inclusion and local economic growth. Doing so is an investment in the financial well-being of individuals and the overall strength and prosperity of the community.
- 4.2 The Communications Plan will include a campaign that highlights the following:
 - Availability of personal and business banking services including those available through the Post Office framework
 - Community banking provision
 - LINK Cash Locator online tool
 - Opportunities for support with money management, financial inclusion and financial education

This will be delivered by the Communications teams across a variety of mediums including social media, established newsletter routes and other partners.

- 4.3 Maintaining a watching brief - There is now one full-service bank remaining in Gainsborough (offering both personal and business services) this is a TSB which will be subject to the Santander acquisition as announced in July 2025. Whilst there is an obligation on the banks to notify LINK of any impending changes, officers should also monitor closely any communications in relation to branch or service changes resulting from this acquisition to ensure they are best placed to support and inform any resulting cash access assessment.
- 4.4 Whilst LINK will not recommend to CAUK additional services for Gainsborough based on current provision, this does not prevent direct approach to CAUK by other parties. WLDC should be minded of this as an opportunity when holding strategic conversations in relation to town centre offer with key partners and stakeholders.
- 4.5 WLDC to issue formal communication to LINK encouraging them to reconsider their current protocols in relation to assessment notification and include District Councils in this process whilst the re-organisation of local government is still to be finalised. This should highlight the valuable local intelligence this tier of local government is able to provide to support the work of LINK across communities.
- 4.6 WLDC to issue formal communication to Lloyds Banking Group urging them to retain their Halifax community banking service at Gainsborough library beyond the current scheduled advertised date of 12th December 2025.

ACCESS TO CASH ASSESSMENT PROCESS



Begin



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What is good access to cash?

Our job is to protect good access to cash across the UK. In 2024, the Government decided that, as 95% of people live within a reasonable distance of cash access, we should aim to keep that level of access overall.

That means we will be focusing on communities which have a problem, or where a change in the cash network causes a problem, rather than searching to extend cash access to every corner of every region.



What is a reasonable distance?

In towns and cities, we need to consider whether 95% of people are able to withdraw and deposit cash **within 1 mile** of where they live.

In rural areas, we need to consider whether 95% of people are able to withdraw and deposit cash **within 3 miles** of where they live.

What we know about different communities

Different types of communities need different services:

We keep a database of every high street in the UK, and work out who might need to use cash on each high street. We start to work out who needs what services by looking at the number of shops and the number of people who live nearby.

Retail Centre

- **Small:** 5 to 39 retailers who rely on cash
- **Medium:** 40+ retailers who rely on cash
- **Large:** 70+ retailers who rely on cash and 10k+ Population
- **Very Large:** 100+ retailers who rely on cash and 30k+ Population

How do we calculate the population?

We focus on the number of people over the age of 18 who live within the local area as this is a good way of understanding who will need the services we are looking at.

What's the local area?

To know what's changed, we need to know who uses the High Street.

Local Areas

For every High Street in the country, we will try to understand the local area which relies on that High Street.

We know that each area is different, and we take lots of steps to understand as much as we can about each place, so we take into account things like rivers, roads, hills and other barriers in working out who uses the high street.

- We will use standard geographical boundaries to build a picture of the local area, and take into account data about where people travel to do their banking, and then work out the population who are likely to be affected by any change in cash services locally.



Reasons for us to do a cash access assessment

We will carry out assessments when one of the following things happens:

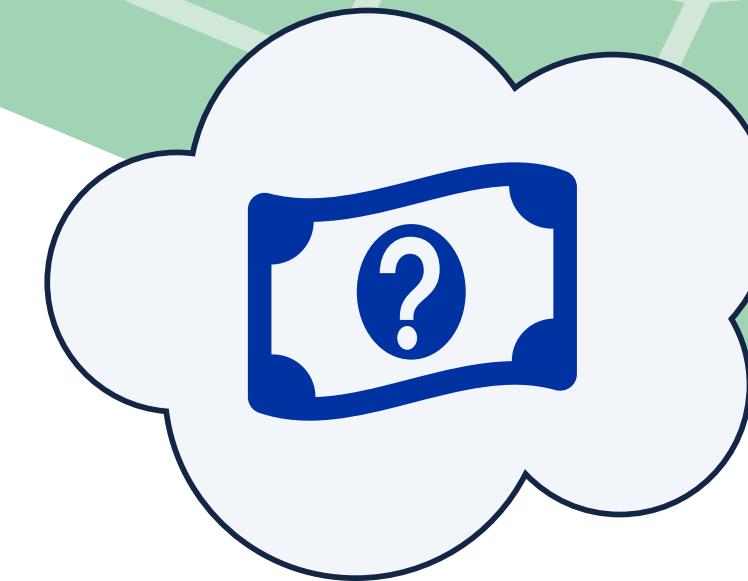
- Where a cash service closes or changes significantly. That could be the closure of a bank branch, or a reduction in the number of counters in the branch.
- When someone gets in touch with us to make a request. They've got to have some knowledge of the local community before we act.
- When we have done an access to cash assessment and made a decision, and someone asks us to review that decision within 28 days of us publishing it.

We follow 3 steps to understand cash access in each community.

Step 1 - What services are left on the high street and are they enough?

Step 2 - Is the impact of the change significant?

Step 3 - What services, if any, does the community need instead?





Step 1: What services are left and are they enough?

For an assessment, we need to understand what services are left in a community and whether they are adequate.

When we do an assessment, we've got to consider:

- Whether the cash services we're looking at are accessible to 95% of people within the relevant distance
- Whether the facilities that are available have the capacity to serve people in the local area
- Whether it is reasonable for people to travel to the facilities.

At Step 1, we consider what will be left in a community after a change to the cash services on a high street.

Examples

If a bank is closing but there are at least two other places to deposit and withdraw cash, including a Post Office, we usually won't need to do anything more unless there is something to indicate that there isn't enough capacity to serve people and businesses.

If the last bank in town is closing, we will investigate further.

If a Post Office is closing, we will look at whether there are alternatives and whether 95% of people can access cash services within a reasonable distance.

Note: We will also look at these issues where there is a temporary closure (as defined by regulation) and a material change in opening hours.



Designated firms

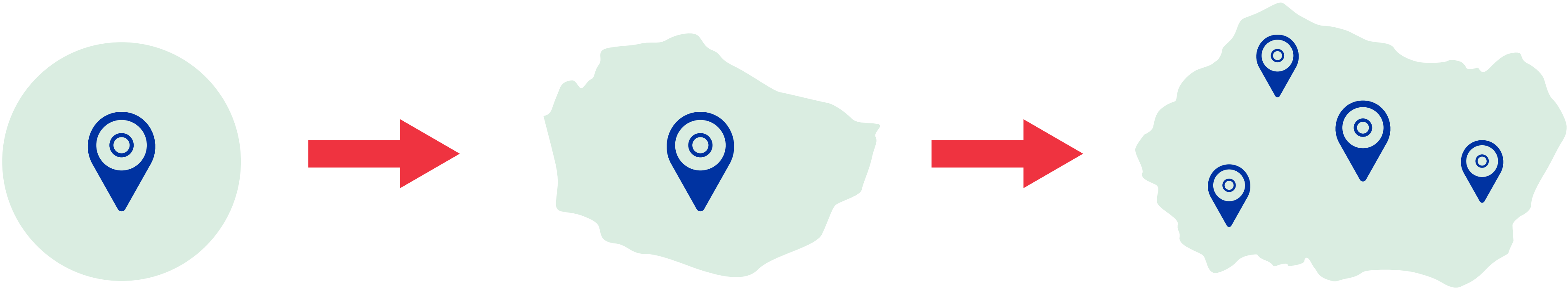
Click logo to visit website





Step 2: Does the deficiency have a significant impact on the local area?

LINK will use a 3-tiered approach to understand the impact of trigger events across the local area, as shown below:



Retail Centre

Is there a significant impact within 1 mile or 3 miles from the High Street?

Local Area

Is there a significant impact within the area surrounding the high street?

Catchment Area

Is there a significant impact when considering other nearby high streets?





How do we decide if an impact is significant?

We look at what impact it will have on people. We know that cash users are more likely to be financially vulnerable, not own a smartphone, and be older than average.

1. How close are the nearest options to get cash?

- How easy is it to get there?
- How much does it cost on the bus?

Criteria measure	Rating		Notes
	urban	rural	
Proximity to provision	1+ mile or 15+ mins	3+ miles or 30+ mins	Journey time will be measured using public transport time between high streets.
	Under 1 mile or 15 mins	Under 3 miles or 30 mins	

Green = £0 - £3.50 / Red = £3.51+

2. How financially vulnerable the community are

3. Whether people have good digital skills

4. How many older people live nearby

We use data from [CACI](#) to support our understanding of the adults living near a High Street. CACI give us robust and consistent data to help us make well informed decisions on where the need is the greatest.

Seasonality & Small businesses

We also check whether there is likely to be seasonal demand for cash and whether there is suitable access to coin and notes for local retailers.

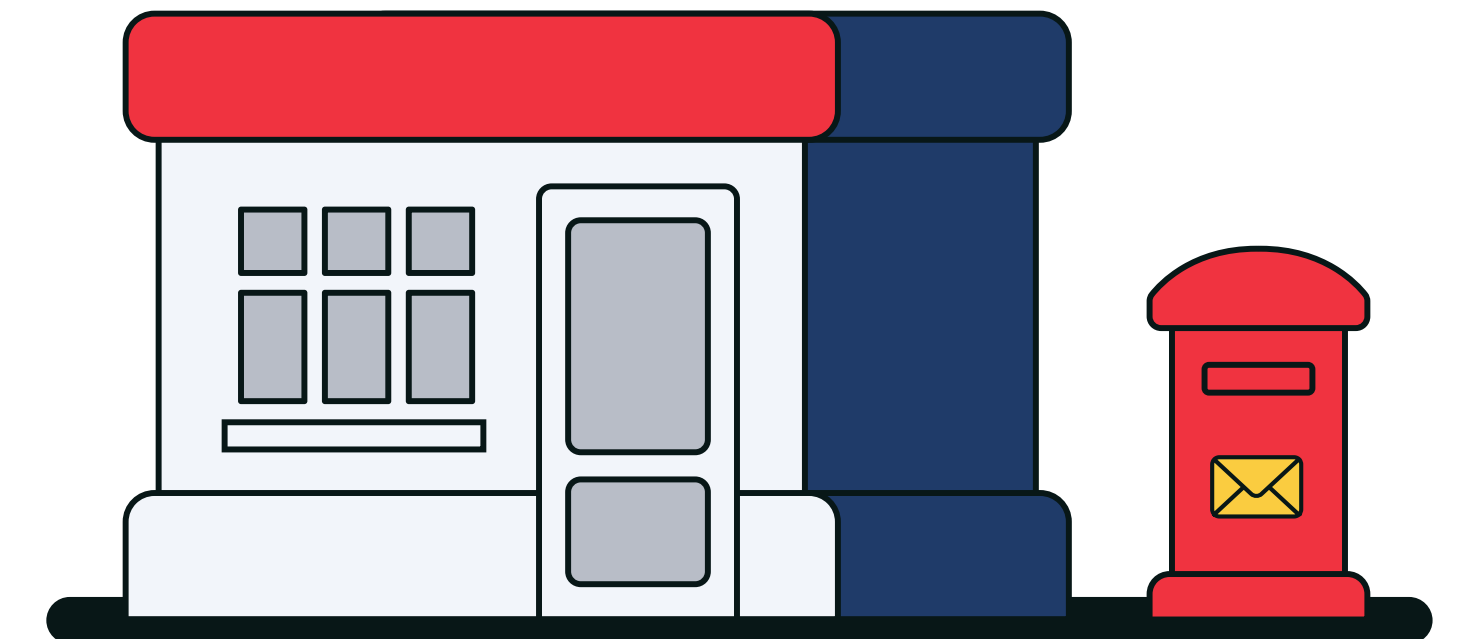




Our site visit – Post Offices

Criteria measure	Description	Rating
Proximity to Post Offices within 1 mile urban or 3 miles rural	Distance to the nearest Post Office - fully accessible and fit for purpose	1+ mile urban or 3+ miles rural
		Under 1 mile urban or 3 miles rural
Opening hours of Post Offices within 1 mile	Minimum opening hours of 5 days per week during core hours	Less than 5 days
		5+ days
Transaction capacity of Post Offices within 1 mile	Volume vs. capacity of Post Office	Needs significant increase
		Needs marginal increase
		Has capacity
Features of local Post Office	Accessibility requirements met and security/privacy offered	Yes/No

We know that what we see on a computer screen is not always enough to know what is right - so where we think we need to, we'll visit to understand more about the place.

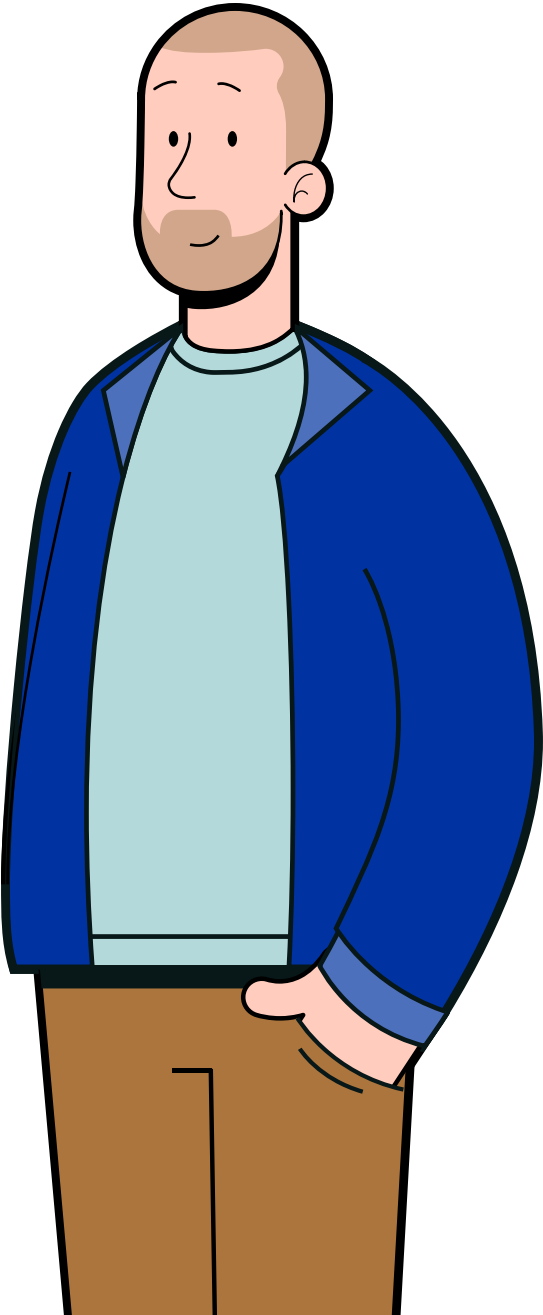




Our site visit – Other considerations

We'll always look at a community as a whole, and take into account a range of things, including:

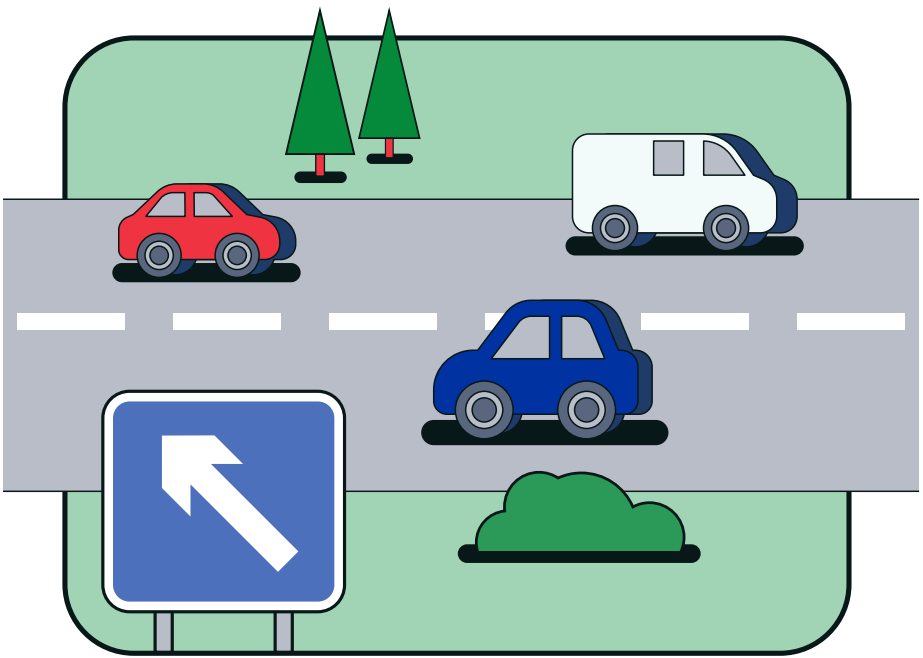
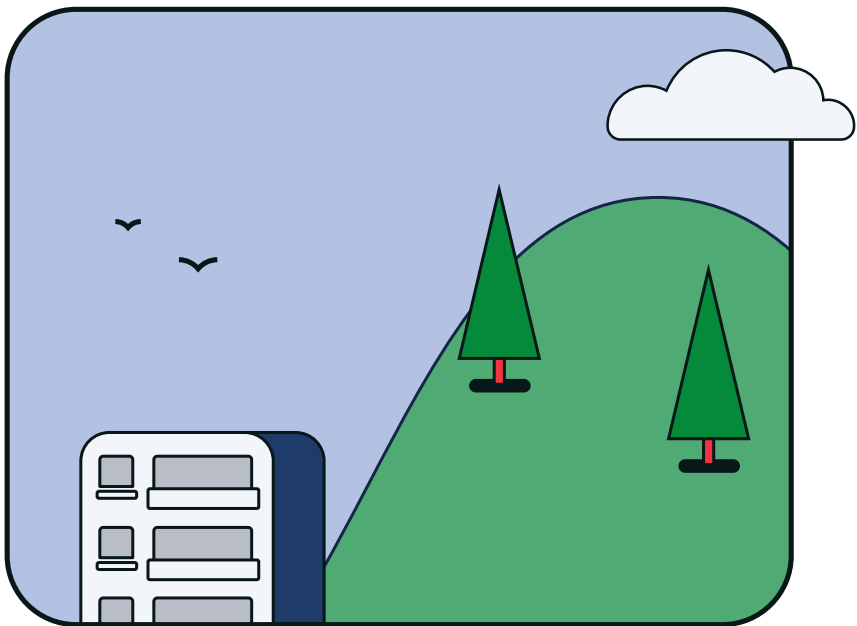
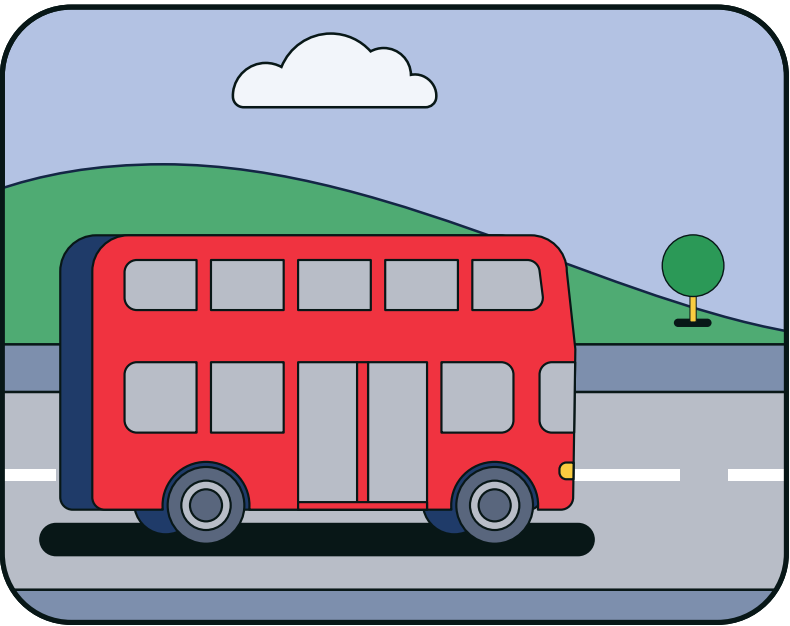
Transaction volumes of closing branch	<ul style="list-style-type: none"> How busy is the closing branch, and how well will remaining alternative cash services be able to deal with its closure.
Relevant retailers	Number of relevant retailers within 1 mile (urban) or 3 miles (rural) of retail centre
Local cash services	<ul style="list-style-type: none"> Are there other services, apart from Designated Banks and Post Offices, offering access to cash (inc. deposit/withdrawals for notes and coins for both SME and consumers). Are any temporary solutions being offered in the local community presently? ATMs - location, free or not, available hours, extent to which impacted by closures.
Local cash need	Community features that influence local cash need (e.g. market, nightlife etc.) and focus on regeneration, housing developments etc.





Our site visit - Proximity

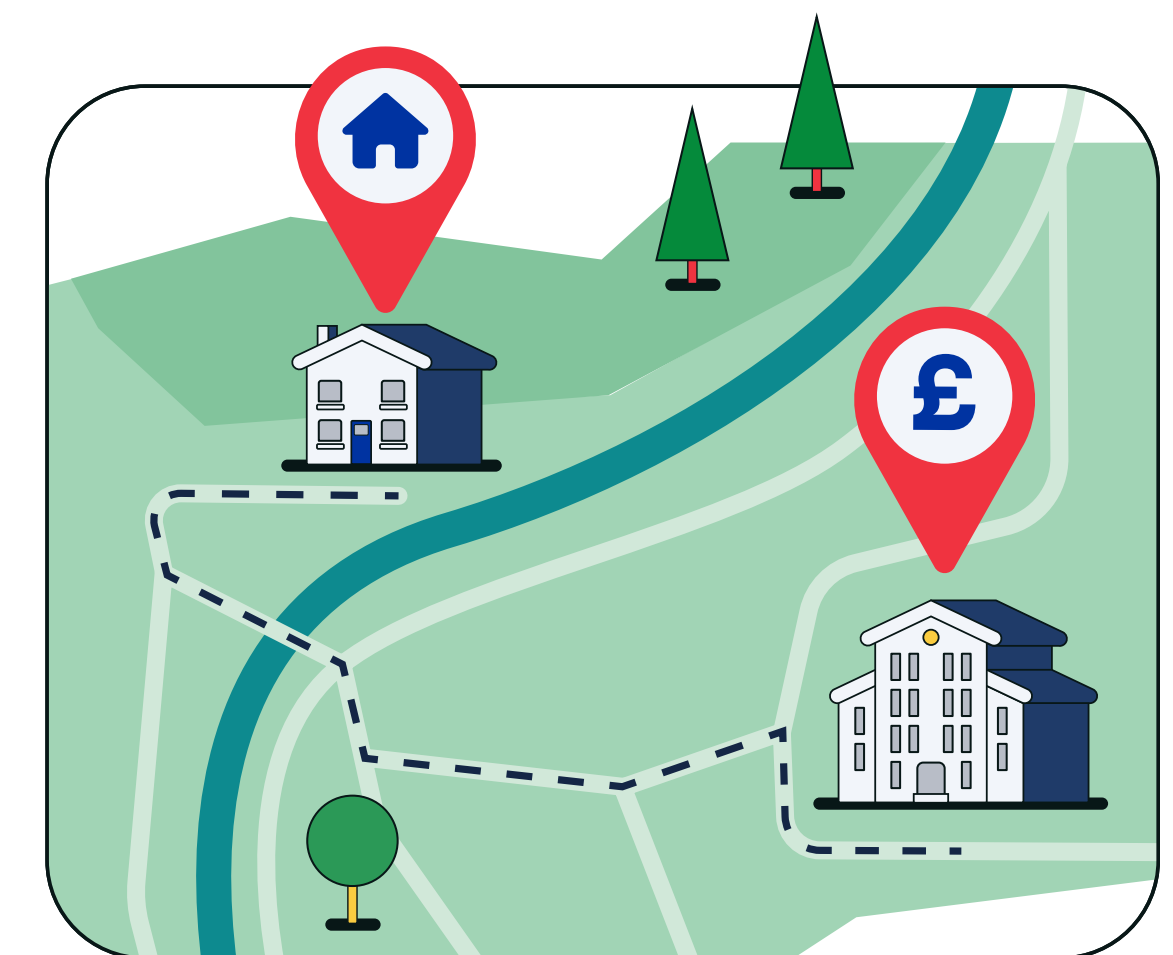
Criteria measure	Description	Rating	
Validation of how far it is to another banking facility.	Validate journey time and distance to nearest qualifying bank branch - with a sense check on geographical barriers (e.g. rivers)	Urban	Rural
		1+ mile or 15+ mins	3+ miles or 30+ mins
		Under 1 mile or 15 mins	Under 3 miles or 30 mins
Notes			
We will consider how easy it is for someone to get to alternative cash services via public transport. We don't think it is suitable if people have to use 2 buses to access an alternative way to access cash services, and we'll also factor in geographic barriers like hills, rivers and major roads.			





Step 3: What services are needed

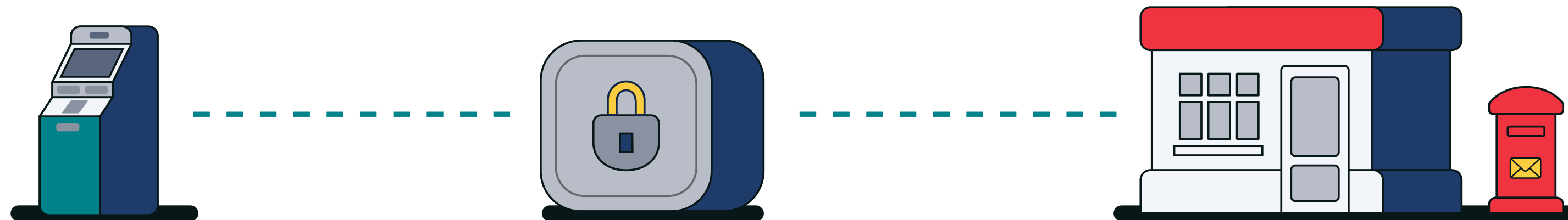
- We will focus on ensuring people and businesses can **withdraw and deposit** notes and coins **conveniently**.
- Where there is a problem for people doing that, we will **recommend services** to help them do it.
- What that service includes depends on the size of the place, and how well remaining services are set up to serve the local area.
- We won't always recommend new services. In some places, if what is already there has good capacity and meets local needs, it may continue to be suitable for local people and businesses.
- When we decide a community needs more services, we recommend the types of services it needs. Some places may need better options to deposit notes and coins, others may need “assisted cash services” - i.e. the sort of support you currently get in a banking hub.
- We will recommend what we think is needed, and [Cash Access UK](#) will usually be asked to deliver something that meets those needs. This could be an enhancement to a Post Office, a machine to speed up deposits, or a banking hub. We'll say what we think the minimum service will be.





Step 3: Service solutions

- In small places, a **Post Office** or **ATM** will usually be enough to meet the demand.
- In medium sized places, where there are at least 40 shops, we might recommend better ways to **deposit cash** or assisted cash services where a lot of local people are vulnerable, and where they have to travel a significant distance to access cash. That could mean automated deposit services or a **banking hub** are delivered to serve the local area.
- In large locations, where there are at least 70 retailers, we will consider the need for better ways to deposit cash or assisted cash services when people and businesses have to travel too far to access cash services. That could mean automated deposit services or a banking hub are delivered to serve the local area.
- In the largest places with over 100 retailers, we are more likely to recommend assisted cash services. Depending on the services available locally, this is more likely to result in a banking hub being delivered.



Link

Link Scheme Holdings Ltd
RSM Central Square
5th Floor
29 Wellington Street
Leeds
LS1 4DL

link.co.uk

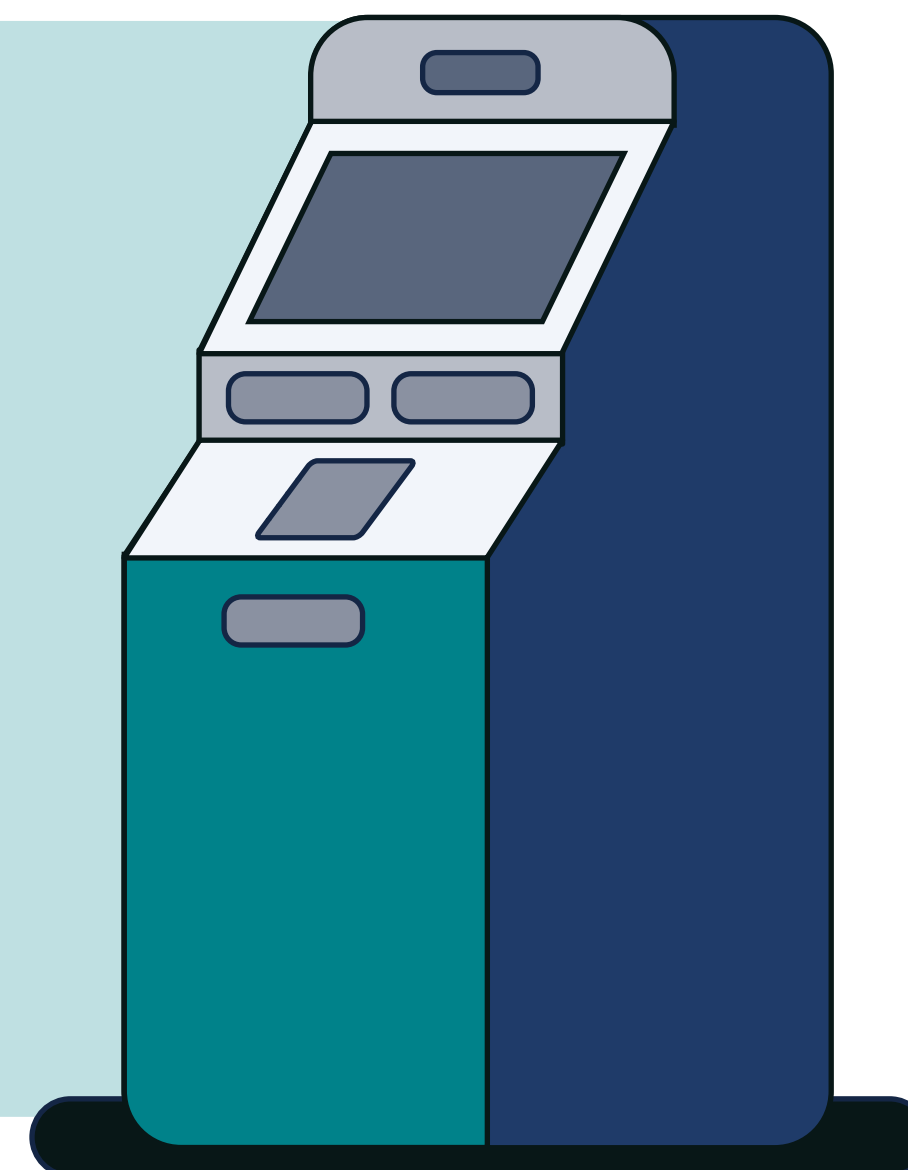


Click below to...

Make a request

Find our assessments

Visit the cash locator



On 29/01/2025, LINK completed an assessment of cash access in Gainsborough.

This assessment was done because a cash access facility, the branch of Halifax at 32 Lord Street, Gainsborough, DN21 2DQ is due to close on 02/06/2025.

Defining the Local Area

To see if there is a gap in cash access services, we need to define the local area we are assessing. We do this by mapping the area, deciding if it's urban or rural, and seeing how many people and businesses would be affected by any gap.

For this assessment, the local area is Gainsborough. We've checked:

- Where the people and businesses most affected by any gap are located.
- What cash access services are still available within a 1-mile radius of where at least 95% of the area's residents live.

How we do the assessment

The assessment we undertake is in three steps:

Step 1: We check the cash access facilities within a 1-mile (urban) or 3-mile (rural) radius of the local area and identify the services available.

Step 2: We assess the potential impact of any actual or proposed closure and any gaps we've found.

Step 3: Using the outputs from Step 2 we identify any extra cash access services needed to address the gaps, and we recommend what's reasonable to put in place to lessen the impact on people and businesses.

You can find out more about our process [here](#).

Outcome of this assessment

In this case our assessment process stopped at Step 1 and we are not recommending the provision of any new cash access services in Gainsborough at this time.

This is because our assessment shows there are already cash access services and facilities which are suitable for the needs of the local area.

The facilities include:

- Free cash deposit and withdrawal services for personal current accounts.
- Cash deposit and withdrawal services for business accounts that allow for a reasonable mix of notes and coins to be deposited or withdrawn.
- A Post Office.
- A Bank branch.
- A Building Society.
- A Withdrawal ATM.



We know how important it is for people to be able to deposit and withdraw cash. We want to make sure everyone can access and manage their money easily and you can use our [Cash Locator tool](#) to find out more about the cash access services near to you.

Requesting a review of our Cash Access Assessment

We'll review our cash access assessment decision if you ask us to but only in these circumstances:

- You have a good reason to care about fair access to cash services in your local area.
- You put your request in writing: e-mail: accesstocash@link.co.uk or write to:
Link Scheme Ltd (Cash Access Request), Central House, Otley Road, Harrogate,
HG3 1UF.
- You ask within 28 days of our initial decision.
- You provide new information that we didn't know about and that could change the result.
- You point out mistakes in our initial decision that could change the result.

We'll finish any review within twelve weeks, tell you what we have decided, and post the results on our website.

These personal banking services are available from thousands of Post Office branches.¹

March 2025	Cash withdrawal Debit card	Cash deposit Debit card	Balance enquiry Debit card	Cheque deposit Envelope	Cash deposit Deposit slip / barcoded
AIB (NI)	✓	✓	✓	✓	n/a
Allied Irish Bank (GB)	✓	✓	✓	✓	n/a
Bank of Ireland UK	✓	✓	✓	✓	✓ ⁽²⁾
Bank of Scotland	✓	✓	✓	✓	✓
Barclays	✓	✓	✓	✓	n/a
Cahoot	✓	✓	✓	✓	n/a
Courts	✓	✓	✓	✓	n/a
Danske Bank	✓	✓	✓	NI only	✓
First Direct	✓	✓	✓	✓	n/a
Halifax	✓	✓	✓	✓	✓
Handelsbanken	✓	✓	✓	n/a	n/a
HSBC UK	✓	✓	✓	✓	n/a
Lloyds Bank	✓	✓	✓	✓	✓
Monese	n/a	✓	n/a	n/a	n/a
Monzo	n/a	✓	n/a	n/a	n/a
Nationwide Building Society	✓	n/a	✓	n/a	n/a
NatWest	✓	✓	✓	✓	✓
Royal Bank of Scotland	✓	✓	✓	✓	✓
Santander UK	✓	✓	✓	✓	n/a
Smile	✓	✓	✓	✓	n/a
Starling Bank	✓	✓	✓	n/a	n/a
The Co-operative Bank	✓	✓	✓	✓	✓
Thinkmoney	✓	✓	n/a	n/a	n/a
TSB Bank	✓	✓	✓	✓	✓
Ulster Bank	✓	✓	✓	✓	✓
Virgin Money	✓	✓	✓	✓ ⁽¹⁾	n/a
Zempler Bank	✓	✓	✓	n/a	n/a

These business banking services are available from thousands of Post Office branches.¹

March 2025	Cash withdrawal Debit card	Cash deposit Debit card	Balance enquiry Debit card	Cheque deposit Envelope	Cash deposit Deposit slip / barcoded	Business Change Giving ⁽³⁾
AIB (NI)	✓	✓	✓	✓	n/a	✓
Allied Irish Bank (GB)	✓	✓	✓	✓	n/a	✓
Bank of Ireland UK	✓	✓	✓	✓	✓ ⁽²⁾	✓ ⁽⁴⁾
Bank of Scotland	✓	✓	✓	✓	✓	✓
Barclays	✓	✓	✓	✓	n/a	✓
CAF Bank	n/a	n/a	n/a	✓	✓	n/a
Countingup	n/a	✓	n/a	n/a	n/a	n/a
Danske Bank	✓	✓	✓	NI only	✓	✓
Handelsbanken	✓	✓	✓	n/a	n/a	✓ ⁽⁴⁾
HSBC UK	✓	✓	✓	✓	n/a	✓
Lloyds Bank	✓	✓	✓	✓	✓	✓
Metro Bank	n/a	✓	n/a	✓	✓	✓ ⁽⁴⁾
Mettle	n/a	n/a	n/a	n/a	✓	✓ ⁽⁴⁾
Monzo	n/a	✓	n/a	n/a	n/a	✓
NatWest	✓	✓	✓	✓	✓	✓ ⁽⁴⁾
Reliance Bank	n/a	n/a	n/a	n/a	✓	✓ ⁽⁴⁾
Royal Bank of Scotland	✓	✓	✓	✓	✓	✓ ⁽⁴⁾
Santander UK	✓	✓	✓	✓	✓	✓ ⁽⁴⁾
Starling Bank	✓	✓	✓	n/a	n/a	n/a
The Co-operative Bank	✓	✓	✓	✓	✓	✓ ⁽⁴⁾
Tide	n/a	✓	n/a	n/a	n/a	n/a
TSB Bank	✓	✓	✓	✓	✓	✓ ⁽⁴⁾
Ulster Bank	✓	✓	✓	✓	✓	✓ ⁽⁴⁾
Unity Trust Bank	n/a	n/a	n/a	n/a	✓	✓
Virgin Money	✓	✓	✓	✓ ⁽¹⁾	✓	✓ ⁽⁴⁾
Zempler Bank	✓	✓	✓	n/a	n/a	n/a

¹Visit www.postoffice.co.uk/branch-finder for more information.

⁽²⁾For sort codes starting '82' or '05'.

⁽³⁾Nominated bank customers only.

⁽⁴⁾Arrangement made via bank.

⁽⁴⁾Change Giving Card or Change Giving barcoded slip.

n/a – not available.

Some banks may charge for selected services.

Please speak to your bank for details.

Information correct at time of going to press.



For more details,
please scan this
QR code with your
smartphone

Appendix D ATM Provision across Gainsborough and Surrounding area

Gainsborough:

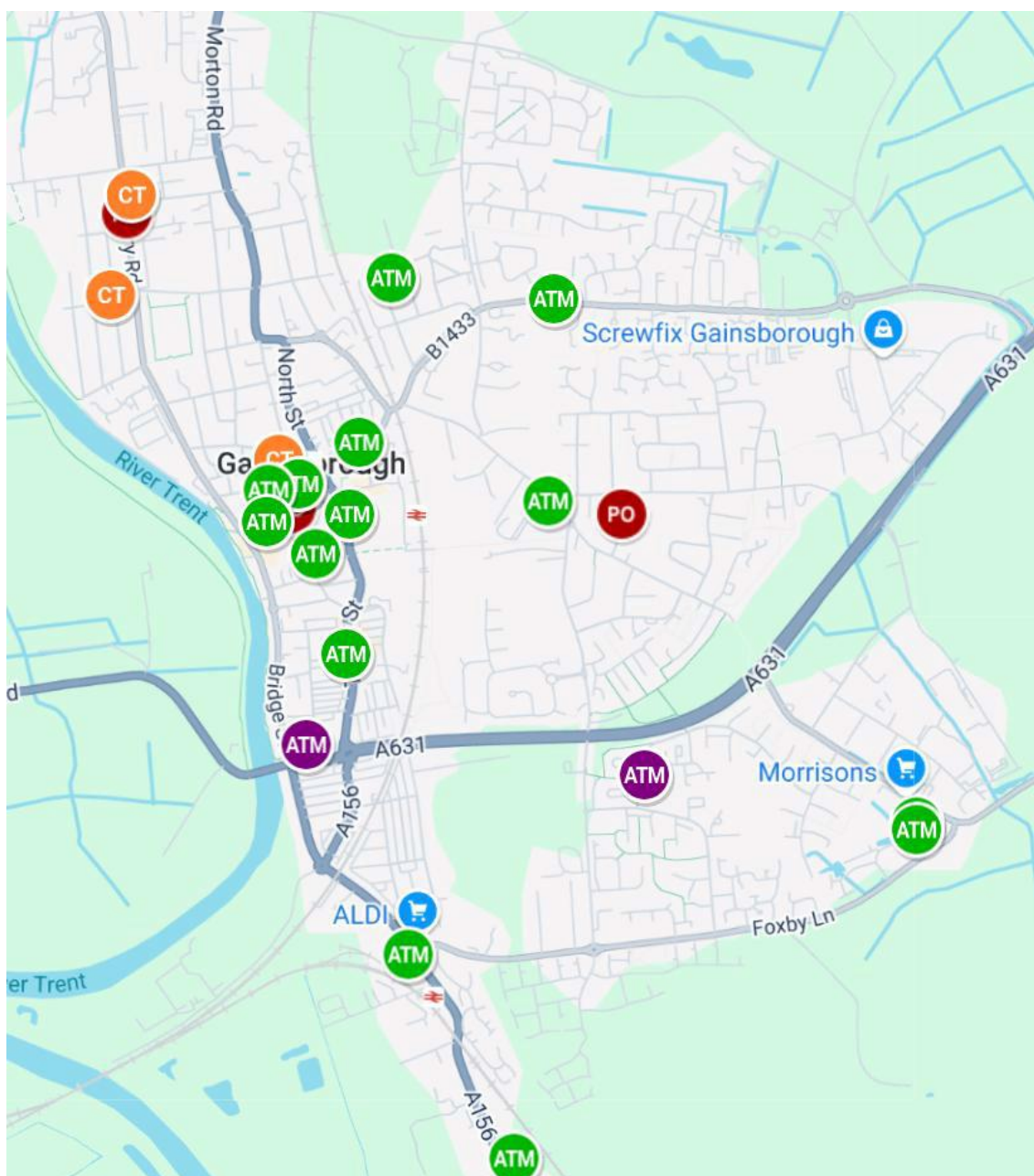
3 x Cash at till where you can withdraw any amount in your bank account from 1p up to £50

2 x Pay to Use ATM which surcharge withdrawals at £1.99

14 x Free to Use ATM at 13 different locations

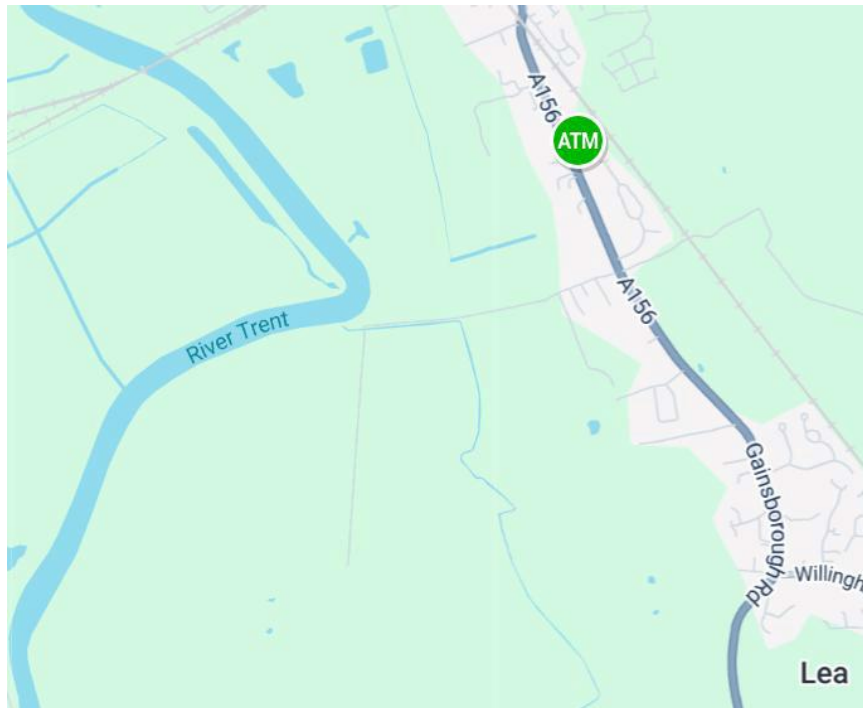
Of the fourteen ATM free terminals within the town, six locations have 24hr access: Beaumont Street, Corringham Road, Market Place, Market Street, Marshalls Yard and Spital Terrace.

There are no ATM deposit terminals within Gainsborough outside of bank / building society premises.



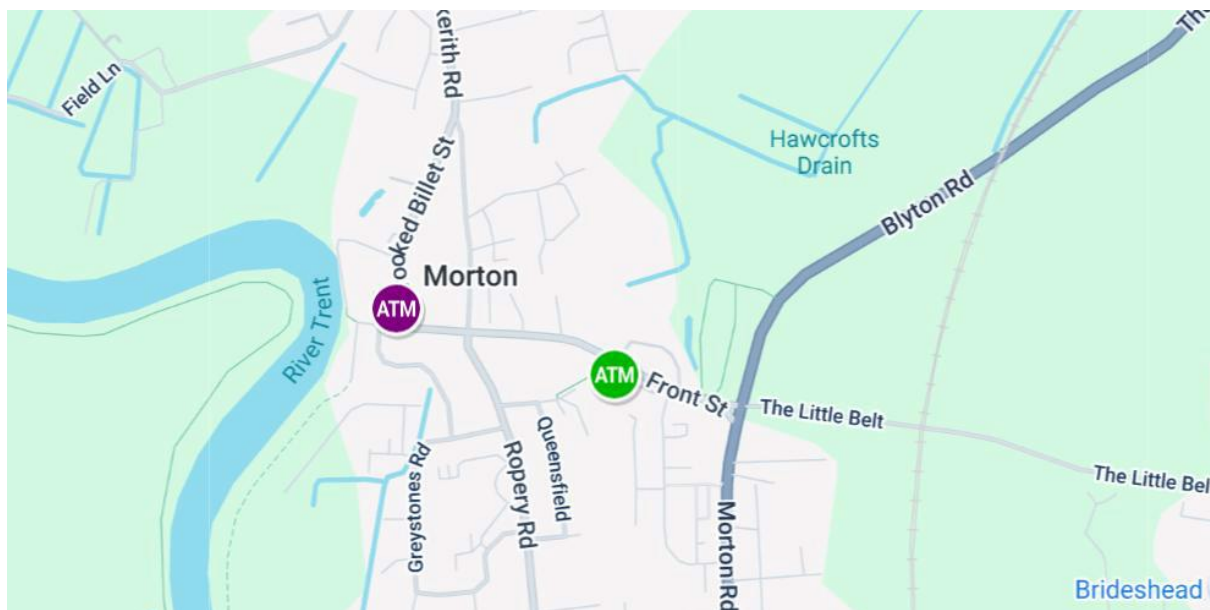
Lea:

No ATM provision however an ATM for withdrawals is available on Lea Road, within Bankside Stores (so not 24hr access), which is approx. 15 minute walk from the center of the village.



Morton:

2 x ATM for withdrawals (one of which is free and one of which is pay to use), both facilities are located within stores so are not available 24hrs.



Map Key



ATM Free to use



ATM Pay to use



Cash at till (free to use)



Post Office

Agenda Item 6b



**Corporate Policy and
Resources**

**Thursday, 25th September
2025**

Subject: Changing Places

Report by:

Director of Planning, Regeneration &
Communities

Contact Officer:

Amy Potts
Programme Manager

Amy.Potts@west-lindsey.gov.uk

Purpose / Summary:

Following CP&R on the 12th June 2025, at which a £100k budget was allocated to develop a Changing Places provision within the district, this paper outlines a series of options and officer recommendations to enable Members to agree which option to take forwards.

RECOMMENDATION(S):

CP&R Committee to:

1. Note the background work and engagement completed to date.
2. Approve the upgrade of the existing Council run WC provision at Roseway Car Park, Gainsborough to include a Changing Places Toilet in the form of a Modular Unit.
3. Approve the capital expenditure of the allocated budget of £100,000 in General Fund Balances for the purpose of delivering a Changing Places Toilet at Roseway Car Park, Gainsborough, and add into the Capital Programme for 2025/2026.
4. Approve the ongoing revenue budget pressure of £10,000 pa from 2026/2027 for facility repairs and maintenance.
5. Task officers to continue engagement and investigations into district wide options for Changing Places Facilities.

IMPLICATIONS

Legal: N/A

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

Financial : FINREF FIN/83/26/CPR/CC

On the 12th June 2025 Corporate Policy and Resources Committee approved the allocation of £100k from the net budget underspend at year end 2024/2025 to General Fund Balances to consider options to a 'changing places' facility within West Lindsey.

Members are requested to approve the expenditure of the allocated budget of £100k for the purpose of delivering a Changing Places Toilet at Roseway Car Park, Gainsborough, and to add the project into the Capital Programme for 2025/2026.

Members are also requested to approve the ongoing revenue budget pressure of £10k pa from 2026/2027 for facility repairs and maintenance. Any additional costs incurred during 2025/2026 to be met from within existing budget provision.

(N.B.) All committee reports MUST have a Fin Ref

Staffing :

This project will be delivered by existing staff resources (For MT purposes this would be the recently advertised Corporate Projects Officer role).

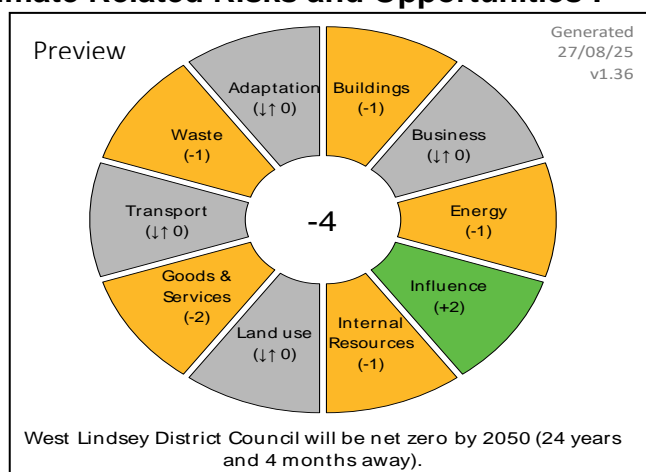
(N.B.) Where there are staffing implications the report MUST have a HR Ref

Equality and Diversity including Human Rights :

Full EIA carried out, only recommended action was to continue engagement with the local Changing Places groups as the project progresses. The project lead has involved the lead member of the CP group throughout the process. Full EIA available in appendix.

Data Protection Implications : N/A

Climate Related Risks and Opportunities :



The primary environmental costs centre on increased energy consumption and material use. The modular unit requires manufacturing resources, and ongoing operation will increase the council's energy footprint. The facility will also generate operational waste and require periodic replacement of equipment over its anticipated 30-year minimum lifespan.

The environmental benefits are more indirect but significant from a sustainability perspective. By making Gainsborough and West Lindsey more accessible and inclusive, the facility supports sustainable community development principles. It demonstrates that environmental sustainability must work alongside social sustainability rather than replacing it.

Recommendations for Future Iterations:

When planning additional Changing Places facilities across the district, consider incorporating renewable energy sources like solar panels on the modular units. Specify low-energy LED lighting and efficient heating systems. Explore options for sustainable materials in construction and ensure waste management systems are optimised for recycling.

Climate-Optimised Approach:

The most climate-friendly approach would involve designing the facility as a net-zero energy building through solar panels, highly efficient systems, and perhaps battery storage. Use sustainable building materials where possible, and design waste systems to minimise environmental impact. However, these additions would likely exceed the current £100,000 budget.

Monitoring Methods:

Property Services will track energy consumption through utility bills once operational – as is usual practice – and report through the established annual GHG emissions report. Monitor waste generation through cleaning contracts. Document any increase in visitor numbers to assess whether the facility encourages sustainable tourism. These metrics are readily available through existing council systems.

Key Constraints:

The primary constraint is the limited budget, which restricts options for incorporating more sustainable technologies. The specialised requirements for Changing Places facilities also limit design flexibility. However, the overarching constraint is balancing environmental considerations with the essential social need this facility addresses.

Long-term Implications:

This decision will have consequences extending well beyond 2030, as the facility is expected to operate for at least 12 years. The ongoing energy consumption and maintenance requirements represent a permanent addition to the council's environmental footprint, though a relatively minor one.

Conclusion:

While this project shows minor negative environmental impacts, these must be weighed against substantial social benefits that fall outside the CESIA scope. The environmental costs are relatively small and manageable, while the facility supports the council's broader sustainability goals of creating inclusive, resilient communities. The project demonstrates that environmental sustainability and social sustainability can work together, even when there are trade-offs to navigate.

The assessment suggests proceeding with the project while incorporating energy-efficient systems where possible within the budget constraints, and using lessons learned to optimise future Changing Places facilities for both environmental and social outcomes.

Section 17 Crime and Disorder Considerations : N/A

Health Implications: N/A

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

[Minutes Template](#)

CP&R 12th June 2025 Minutes

Risk Assessment :

Risk	Likelihood	Impact	Rating	Mitigation
Risk 01. Potential vandalism risk	2. Possible	3. Major	Amber	CCTV monitoring and consideration of access options i.e.. Code, radar key etc.

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

Executive Summary

What is a Changing Places Toilet?

In the UK, thousands of people with profound and multiple disabilities cannot use standard accessible toilets.

People may be limited in their own mobility so need equipment to help them or may need support from one or two carers to either get on the toilet or to have their continence pad changed.

Standard accessible toilets do not provide changing benches or hoists and most are too small to accommodate more than one person. Using these facilities can pose a risk to the person with disabilities, sometimes having to use the floor of these accessible spaces for changing purposes. This is dangerous, unhygienic, and undignified.

Changing Places Toilets are different from, and needed in addition to, standard accessible toilets because they meet the needs of different people. Over 300,000 people in the UK require use of Changing Places facilities to enable them to get out and about and enjoy the day-to-day activities which many of us take for granted.

A Changing Places Toilet provides:

- An adult sized, height-adjustable changing bench
- A hoist (mobile or ceiling track)
- A peninsular toilet and washbasin
- A privacy screen
- At least 12m² space for disabled person and up to two carers/companions
- wide paper roll
- large waste disposal bin
- washbasin, preferably height adjustable
- Back rest on toilet seat

The Gainsborough Changing Places Campaign highlights the importance of Changing Places Toilets (CPTs) and how they are essential in addition to standard accessible toilets. In 2007 there were just 30 registered UK Changing Place Toilets (CPTs) – as of 2025 there are over 2400 registered Changing Places toilets. The campaign group has been championing the delivery of a CPT in Gainsborough for some time.

The Corporate Plan, policies and strategic objectives for West Lindsey state that ‘our vision is to make West Lindsey a better place to live, work, invest and visit. Understanding that communities in the district have diverse needs is fundamental to our capacity to deliver services to suit everybody and we are committed to equality, diversity and inclusion in both employment practice and service delivery..’

The Corporate Plan vision for West Lindsey is that **“West Lindsey is a great place to be where people, businesses and communities can thrive and reach their full potential..”**

Corporate Plan Extract:

Relevant Theme	Strategic Aim	How does the project align?
Our People	To reduce health inequalities, promote healthy lifestyles and improve wellbeing across the district	Provision of a Changing Places facility, improving accessibility for local people and visitors

1 Introduction

- 1.1 On the 12th June 2025, West Lindsey District Councils' Corporate Policy and Resources Committee met and agreed to allocate a £100k budget from the net budget underspend at year end 2024/2025 to General Fund Balances for the delivery of a Changing Places facility.
- 1.2 It was recognised by Members that this had been discussed and raised previously, however it was considered by the Visiting Member to be a key part of the tourism economy to be able to provide facilities for all, and that it would extend the scope of attracting visitors to the area and delivery of a facility would be in line with the Councils current strategies.
- 1.3 Members of the Committee welcomed the input from the Visiting Member and supported the introduction of accessible facilities, such as 'Changing Places' and shop mobility schemes. It was highlighted there had been a review previously undertaken which had considered options for such a facility as was being suggested.
- 1.4 A Member of the Committee stated his support and proposed that an amendment to the recommendation contained within the report, that: an amount of money to be held in reserve for installing a 'changing places' facility in Gainsborough.
- 1.5 A Member of the Committee, in seeking further clarity regarding the amendment requested whether the options were to be district wide or Gainsborough focussed, with concerns raised as to whether it was prudent to specify only one area of the district. There was a second proposal made that: an amount of money be held in reserve, subject to a district wide options paper being presented to the Committee, for the installation of a 'changing places' facility.
- 1.6 The Democratic Services Officer clarified for the Committee that there were two amendments on the table, summarising the first being to look at options for a facility in Gainsborough, the second being to look at options for a facility in West Lindsey. It was RESOLVED that recommendation (b) be amended to include the following, noting this would also amend the amount of funds for the Business Rates Volatility Reserve: Up to £0.1m to a reserve to consider options for a 'changing places' facility within West Lindsey, with Officers requested to present a report to a future meeting of the Corporate Policy & Resources Committee detailing updated quotations, requirements and technical specifications, and how to undertake engagement and consultation with experts, service users, and town and parish councils.

2 Review of Locations

- 3 Changing Places Toilets are built to a specific standard, outlined in BS 8300-2:2018, which ensures adequate space, equipment, and safety features. The government previously issued a Changing Places manual, developed in conjunction with Muscular Dystrophy UK, setting out these requirements.
- 4 West Lindsey has one existing Changing Places facility which is located at the Exo Centre in the Lincolnshire Showground.

- 4.1 West Lindsey Leisure Centre has accessible facilities but no formal Changing Places Toilet. As work progresses to consider the future options for the leisure centre, a Changing Places Toilet would form part of plans.
- 4.2 Officers have reviewed a number of options for the delivery of a facility against the Changing Places Consortium guidance. These include *(those with a * show possibility for project development)*:
- **Marshalls Yard** – ruled out for a variety of factors, current facilities too small with no ability to enlarge, only space large enough for modular unit sits on top of rainwater harvesting equipment and specialists advised this is unsuitable.
 - **WLDC Offices Guildhall** – ruled out due to current facilities being too small with no ability to enlarge and no location for a modular unit.
 - **Trinity Arts Centre** - ruled out due to current facilities being too small with no ability to enlarge and no location for a modular unit.
 - **Former WC at Whitton's Gardens** – ruled out as conversion of space did not meet Changing Places Consortium criteria and a committee decision was taken to include the asset as part of the Levelling Up Programme; it has now been developed into a café.
 - **Units at Market Arcade** - ruled out due to current facilities being too small with no ability to enlarge.
 - ***Existing provision at St Johns Street Market Rasen** – WLDC asset. Exploring possibility of provision at this location, would require feasibility work.
 - ***Existing provision at Festival Hall Market Rasen** – Market Rasen Town Council are keen to explore options here further and are checking on sizes but would be interested in Modular Units if conversion was not an option.
 - ***Existing provision at Caistor Town Hall** - Caistor Town Council are keen to explore options here further and are checking on sizes but would be interested in Modular Units if conversion was not an option.
 - ***Existing provision at Bridge Street, Saxilby (Saxilby Parish Council)** – current facility too small and not able to expand, but the Parish Council are keen to explore other options to offer a provision in the area
 - **Richmond House, Gainsborough** – current facility too small and not able to expand.
- 4.3 The criteria to ensure a Changing Places Toilet meets the needs of users are specific and the floor space requirements, height availability, car parking and access to drainage and utilities has ruled out a number of options for immediate delivery. It has also included the ability to have good CCTV coverage of provision and how publicly available the facility would be.
- 4.4 Rand Farm Park have also expressed a desire to add a Changing Places Facility to their attraction.
- 4.5 The delivery of a facility at Roseway Car Park has been reviewed. Roseway Car Park has been identified as a good location for a Changing

Places facility, due to it being central to the towns key attractions, adjacent to existing WC facilities and with the required accessible car parking. The current toilet block does not have the space/structure to be extended, and so a purpose built, modular unit would be the proposal for this location. This would ensure that the criteria required could be met without issue. A review of the location has suggested that connection to utilities is within reach of the proposed position.

- 4.6 **The Changing Places Gainsborough campaign group have shown support for development of this option.** It has reasonable proximity to Marshalls Yard, the cinema, the Old Hall, the Trinity Arts Centre, the new green spaces down the Riverside, the Market Place, the bus station, the Gainsborough Central train station, the Old Nick, Council Services, various car parks, and more. It was noted by the group that the use of a modular facility would also be a swift route to delivery.

5 **Procurement and delivery**

- 5.1 Pre-procurement activity has been completed to understand the market, requirements, options etc. This has concluded that a Changing Places Toilet can delivered at Roseway Car Park within the £100,000 budget. Due to the value of the works a formal invitation to tender process is required. A scope of works has been developed and is ready for launch pending a decision to proceed. Procurement is likely to take 12-16 weeks, with all contractors estimating that once contracts and all consents are in place the likely timeline for installation is 10-12 weeks for modular units. Conversion of existing facilities would require further feasibility work and investigation which would come at cost.

6 **Planning**

- 6.1 Full planning permission would be required to proceed with a modular unit in Roseway Car Park. The application is ready for submission pending a decision to proceed.

7 **Finance**

- 7.1 A £100k budget was allocated to General Fund Balances on the 12th June 2025 at the Corporate Policy and Resources committee. Pre-procurement activity suggests this will only be enough to provide **one** modular unit within the district.
- 7.2 Officers will continue to monitor other funding opportunities particularly to support our businesses who wish to deliver Changing Places Toilets.
- 7.3 There is an ongoing revenue cost of cleaning, servicing and maintaining a Changing Place Toilet. Adding a facility to the existing provision at Roseway Car Park will maximise efficiency within the current cleaning contract. The total additional revenue cost is estimated to be £10k per annum. The majority of this is the cleaning contract, but there would be a requirement for the host to have 6 monthly LOLER (Lifting Operations and Lifting Equipment Regulations 1998) testing at a cost of approx. £0.15k per time which is within the £10k per annum estimate. Subject to

the other items within the facility being monitored and cleaned effectively, they are anticipated to have a minimum life span of 12 years.

Appendix
[Changing Places Toilets](#)

Climate Environment & Sustainability

Report Name	Changing Places
Report date	1st September
Report author	Amy Potts
Project Notes	Development of options for a Changing Places facility in West Lindsey.
Export filename	<i>Changing Places CCIA 1st September</i>

Category	Impact
Buildings	Building construction
Buildings	Building use
Buildings	Green / blue infrastructure
Buildings	
Business	Developing green businesses
Business	Marketable skills & training
Business	Sustainability in business
Business	
Energy	Local renewable generation capacity
Energy	Reducing energy demand
Energy	Switching away from fossil fuels
Energy	
Influence	Communication & engagement
Influence	Wider influence
Influence	Working with communities
Influence	Working with partners
Influence	
Internal Resources	Material / infrastructure requirement
Internal Resources	Staff time requirement
Internal Resources	Staff travel requirement
Internal Resources	External funding
Internal Resources	
Land use	Carbon storage
Land use	Improving biodiversity adaptation
Land use	Natural flood management
Land use	

Goods & Services Food & Drink

Goods & Services Products

Goods & Services Single-use plastic

Goods & Services Services

Goods & Services	
Transport	Decarbonising vehicles
Transport	Improving infrastructure
Transport	Supporting people to use active travel
Transport	
Waste	End of life disposal / recycling
Waste	Waste volume
Waste	
Adaptation	Drought vulnerability
Adaptation	Flooding vulnerability
Adaptation	Heatwave vulnerability
Adaptation	
Other	Other 1
Other	Other 2
Other	Other 3
Other	Other 4

/ Impact Assessment Tool (v1.36)

.png

Notes / justification for score / existing work

(see guidance sheet or attached notes for more information)

Depends on decision taken by Members, could be a new modular unit (but these offer lower carbon options and by nature reduce waste) or could be refitting an existing facility

The building would be used by disabled people and their companions as a toilet and changing

Neither negative or positive impact based on the guidance sheet

N/A no business impact

N/A no business impact

N/A no business impact

Neither negative or positive impact based on the guidance sheet

Would require energy input to operate safely

Neither negative or positive impact based on the guidance sheet

Neither negative or positive impact based on the guidance sheet

Neither negative or positive impact based on the guidance sheet

Neither negative or positive impact based on the guidance sheet

Neither negative or positive impact based on the guidance sheet

Neither negative or positive impact based on the guidance sheet

Neither negative or positive impact based on the guidance sheet

Neither negative or positive impact based on the guidance sheet

Neither negative or positive impact based on the guidance sheet

Neither negative or positive impact based on the guidance sheet

Neither negative or positive impact based on the guidance sheet

Neither negative or positive impact based on the guidance sheet

N/A

N/A

Due to the nature of activity within the facility, and hygiene factors, single use plastic use is likely to increase

N/A

N/A

N/A

N/A

Increased recycling

Increase waste

N/A

N/A

N/A

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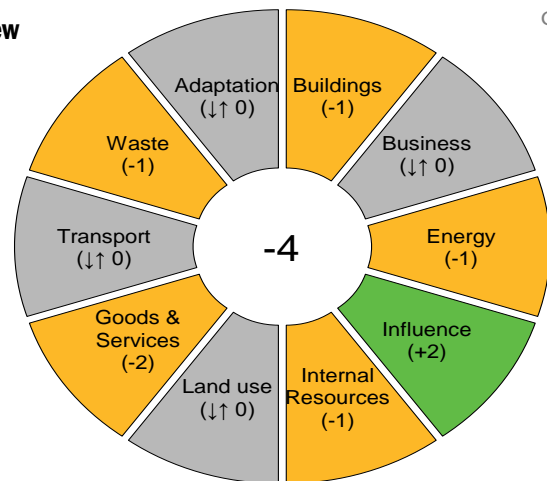
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Preview



West Lindsey District Council will be net zero by 2050 years and 3 months away).

Cheat Sheet

1. We are looking at the effects of **this** decision (not our past performance, or that represent future decisions)
2. We are looking at the **whole impact** of the decision (regardless of geographical location or organisational boundary)
3. We are only looking at the **climate / environmental impact** - other impacts, such as social, economic, wellbeing measures should be recorded elsewhere
4. We need to stay **accessible**. Click on the "copy alt-text" button above and then paste the result into the alt text box for your infographic in word. Click here for a guide
5. Your report should include some explanation as well as the infographic. **If your decision will have longer term consequences (past 2030) you must say so in your report.**
6. While there are no other specific rules for writing the summary, some of the things you may want to discuss include:
 - What are the biggest costs and benefits of this activity in terms of the climate and environment?
 - Are there things that we will have to include in future iterations of this activity that you have a recommendation?
 - Are there measures already included in your plan to minimise the costs and maximise benefits with respect to climate change?
 - Are there other costs and benefits which are outside the scope of the CES example, does the project have high value in terms of economic or social which outweighs the climate cost? Is this a valuable climate action which is worth the cost elsewhere?

-	<ul style="list-style-type: none"> • What are your ambitions for this activity – what is technically feasible and you think we should be aiming for?
-	<ul style="list-style-type: none"> • If we were to carry out the activity in the best possible way for the climate environment, what would that look like?
-	
-	<ul style="list-style-type: none"> • What method(s) if any are available to monitor our climate / environment performance on this activity? This might include internal data (electricity b milage claims etc.) or an external verification process. Is this feasible? If not?
-	
-1	<ul style="list-style-type: none"> • What are the constraints which stop you doing more? Time, money, exper political support, partner buy in, something else?
-	
-	
	<p>If you get stuck, contact Steve Leary or a member of the Policy & Strategy te advice</p>

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Equality Impact Assessment

Form v.2

September 2024

Version Control

Version	Responsible Officer	Review Date	Changes
V.1	Katy Allen	29/01/24	New
V.2	Katy Allen	9/9/24	Changes from initial training session

This tool helps West Lindsey District Council ensure that we fulfil legal obligations of the Public Sector Equality Duty to have due regard to the need to:

- a) Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the Act.
- b) Advance equality of opportunity between people who share a relevant protected characteristic and those who do not.
- c) Foster good relations between people who share a protected characteristic and those who do not.

Guidance on completing this form can be found at [Equality and Diversity \(sharepoint.com\)](#) and for support please contact the Corporate Governance Officer on engagement@west-lindsey.gov.uk.

This form needs to be completed as part of a team as noted in the Equality Impact Assessment Guidance and once undertaken sent to engagement@west-lindsey.gov.uk.

Name and job title for the lead officer
Amy Potts, Programme Manager

Name and job titles for other members of the assessment team
Katy Allen – Corporate Governance Officer Lyn Marlow – Customer Services Manager

Date of assessment
28 th August 2028

Stage 1 – Scoping and Defining

1. Name of strategy, policy, plan, project or change to the service
Changing Places

2. What is the objective or purpose of the strategy, plan, project or change?
To deliver a Changing Places facility in West Lindsey. There is one facility in the district at Lincolnshire Showground, but none within the rest of the district which limits accessibility for those who need a facility.

3. Who will be affected by this strategy, policy, plan, project or change to the service?	
Residents	<input checked="" type="checkbox"/>
Visitors	<input checked="" type="checkbox"/>
Staff	<input checked="" type="checkbox"/>

Elected Members	<input checked="" type="checkbox"/>
<p>Please state any specific group or groups that may be affected:</p> <p>All groups, as disabilities can apply to any and the disability groups who would benefit from the use of a facility is vast.</p>	

4. What type of change is this?	
New	<input checked="" type="checkbox"/>
Major change	<input type="checkbox"/>
Minor change	<input type="checkbox"/>
Stopping service	<input type="checkbox"/>

Stage 2 - Information Gathering

5. What research methods/evidence have you used in order to identify equality impacts of your strategy, policy, plan, project or change to your service?
<ul style="list-style-type: none"> - Used information from the Changing Places Consortium - Working closely with local campaign group, Changing Places Gainsborough - Attended presentations and information sessions from disability groups and campaign groups - Social media feedback and commentary around lack of provision

6. What consultation has been used as part of the information gathering?
<ul style="list-style-type: none"> - Worked with the Changing Places Gainsborough group to liaise with their users and members to understand level of need, preference, etc - Engaged with key members following committee actions

7. Has there been any demographic changes or trends locally and if so what?

Stage 3 – Engagement and Consultation

8. Consultation	
a. Do you need to undertake any new consultation?	
Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>
b. If yes, what consultation is needed?	
Continuing work with Changing Places local groups but new consultation not required	

Stage 4 – Potential Impacts

For each category below, explain if the strategy, policy, plan or service change could have a positive or negative impact or no impact. Where an impact is identified from the information gathering and consultation, please explain what it is. Consider how this impact would affect each user (residents/visitors/staff/elected members/any other group).

9. Age
Positive – all ages with disabilities that would benefit from a Changing Places facility wanting to visit Gainsborough would be positively impacted in having this facility available to them to use, there is space for parents of children to use equipment etc, and for adults caring for other adults, there is privacy elements included

10. Disability
Positive – improves accessibility to Gainsborough attractions by providing the Changing Places facility. The campaign group tell us that at the moment, for some of them Gainsborough feels like a location they are unable to visit.

11. Sex

No impact

12. Gender reassignment

No impact

13. Race

No impact

14. Religion or belief

No impact

15. Sexual orientation

No impact

16. Pregnancy and maternity

No impact

--

17. Marriage and civil partnership
No impact

18. Member of Armed Forces Community
No impact

19. Care Experience
No impact

20. Any other factors that may lead to inequality such as low-income groups or those experiencing poverty or groups which have more than one protected characteristic
No impact – free to use

Stage 5 – Recommendation and potential actions

21. What course of action is recommended	
No major change needed	<input checked="" type="checkbox"/>
Adjust the strategy, policy, plan or service	<input type="checkbox"/>
Adverse impact but continue	<input type="checkbox"/>
Stop progress	<input type="checkbox"/>

22. What actions are needed?
Continue engagement with changing places group, review need as project develops. Work with P&A on cleaning regime.

Stage 6 – Sign off

23. Date of EIA sign off

24. Name and title of Director for sign off

These completed forms are important documents and the Equality and Human Rights Commission may request to examine them in the event of any challenge, therefore once sign off has taken place these forms but be forward to the Corporate Governance Officer on engagement@west-lindsey.gov.uk. These are to be taken into account for any relevant committee report and will be reported in the annual Equality, Diversity and Inclusion Report.

Agenda Item 6c



**Corporate Policy and
Resources**

25th September 2025

Subject: Warm Homes Local Grant (WHLG)

Report by: Veronica Edwards
Healthy and Accessible Homes Team Leader

Contact Officer: Veronica Edwards
Healthy and Accessible Homes Team Leader
01427 675 187
veronica.edwards@west-lindsey.gov.uk

Purpose / Summary: To provide information on Warm Home Local Grant allocation and seek approval to sign the grant funding agreement.

RECOMMENDATION(S):

1. Members agree to accept the award of £5,027,000 funding on behalf of Central and South Lincolnshire Consortium for the Warm Homes Local Grant from Midlands Net Zero Hub (MNZH) and authorise signing of the grant funding agreement by Section 151 Officer, for return to MNZH.
2. Members approve creation of a new capital scheme in the Capital Programme and create a capital and revenue budget for the Warm Homes Local Grant once funding agreement has been signed.

IMPLICATIONS

Legal:

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

MNZH have issued a grant funding agreement to the Council which includes all details of the funding to be allocated to the Consortium for Warm Homes Local Grant. As accountable body, to the Central and South Lincolnshire Consortium, WLDC have sought a review of the grant funding agreement by Legal Services Lincolnshire.

The Council will need to ensure that WHLG Delivery proposal is compliant with UK subsidy control rules. This will be reviewed by Legal Service Lincolnshire as part of the contracting procedure.

All procurement activity will be undertaken in line with the Council's Contract Procedure Rules (CPRs) and ultimately Public Contract Regulations 2015 (PCRs), which is embedded into UK Law. All frameworks which the Council are using and may consider using are PCR compliant.

Financial: FIN/74/26/MT/SST

Committee are asked to approve the signatory of the Grant Funding agreement, due to the value of the contract – an allocation of **£5,027,000** to be spent across the 4 districts, all funds and processing of invoices will be held/completed via WLDC.

The table below is the total allocation for capital and admin and ancillary.

	Capital	Admin & Ancillary (A&A)	FY Total
FY 25/26	£325,750	£114,250	£440,000
FY 26/27	£2,158,340	£173,660	£2,332,000
FY 27/28	£2,085,910	£169,090	£2,255,000
Scheme Total	£4,570,000	£457,000	£5,027,000

Admin & Ancillary to be used for the Energy Efficiency Project Officer hosted by West Lindsey District Council and any costs incurred in utilising a partner for the delivery of the scheme .

Table below is an estimate of cost based on Band 8. This officer is already in post due to decision at CP&R on 11th March 2025.

	SCP	Salary	Ni	Super	Total
25/26	8a	£34,434	£4,407	£8,091	£46,932
26/27	8b	£36,474	£4,688	£8,936	£50,098
27/28	8c	£38,390	£4,914	£9,405	£52,709

Staffing :

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

The scheme will be delivered by the following:

- Current staff within Homes, Health and Wellbeing Team
- An extension to the Energy Efficiency Project officer post funded by the Warm Homes Local Grant administration allocation, hosted by WLDC previously agreed at CP&R in March
- Customer journey support provided by MNZH appointed partner
- Installations, and all other services via procured delivery partner.

HR comments:

Should the contract end for this post-holder, this will be a dismissal due to redundancy with the associated costs. Upon receipt of the grant funding agreement, should it be possible, we will look to incorporate any redundancy costs within the A&A budget.

The current postholder would have been employed for more than 4 years and therefore has permanent employment status.

NB The Energy Efficient Project Officer has been evaluated at Band 7.

HR Ref: HR245-08-27

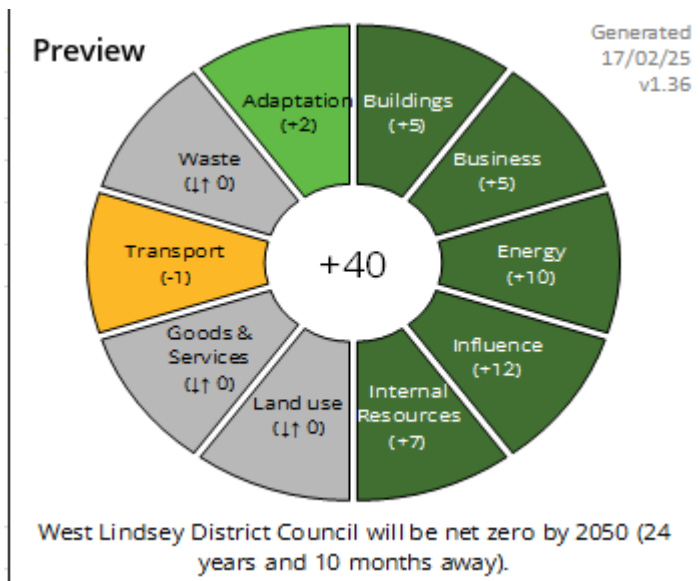
Equality and Diversity including Human Rights :

N/A

Data Protection Implications :

Data Sharing agreement in place with Midlands Net Zero Hub

Climate Related Risks and Opportunities:



This scheme strongly aligns with the council's environmental objectives, particularly:

- Becoming a net-zero carbon council by 2050
- Supporting residents to reduce emissions
- Addressing fuel poverty while promoting sustainability

Monitoring methods:

- Before and after EPC ratings
- Energy consumption data from participating households
- Carbon savings calculations
- Number and types of measures installed

In conclusion, the Warm Homes Local Grant demonstrates very significant positive environmental impacts, particularly in energy efficiency and carbon reduction. While there are some very minor negative impacts from implementation and transport mileage, these are vastly outweighed by the long-term environmental benefits. The scheme represents an excellent opportunity to achieve both social and environmental objectives simultaneously.

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.

Offering such initiatives also supports the work of the Good Homes Alliance.

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

Warm Homes Local Grant – 11th March CP&R

[Agenda for Corporate Policy and Resources Committee on Tuesday, 11th March, 2025, 6.30 pm | West Lindsey District Council](#)

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

x

Key Decision:

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

Yes

x

No

☐

1. Executive summary

- 1.1 Midlands Net Zero Hub (MNZH) have secured funding via Department for Energy, Security and Net Zero (DESNZ) for Government funding through Warm Homes Local Grant (WHLG) on behalf of Midlands Councils, amongst this is the Central and South Lincolnshire Consortium comprising of West Lindsey, North Kesteven, City of Lincoln and South Kesteven Councils.
- 1.2 An allocation of £5,027,000 has been allocated to the consortium to deliver the new grant initiatives under the WHLG scheme.
- 1.3 Funding secured from DESNZ will be used to carry out a range of improvements on homes owned by low-income families in the district – making them warmer, reducing energy bills, and improving the quality of our residents lives.
- 1.4 A decision is required to accept the grant award, and sanction return of the grant funding agreement from the S151 Officer.
- 1.5 This approval will enable delivery of the scheme to start immediately, with installations commencing as soon as contracts are in place, and release spend from the administration allocation which will fund the Energy Efficiency Project Officer post hosted by WLDC.

2. Warm Homes Local Grant

- 2.1 The Government have committed to a Warm Homes Plan to upgrade five million homes over next five years to cut bills for families and deliver warmer homes to slash fuel poverty.
- 2.2 This ambition is a key part of the Government's 'second mission' to transform Britain into a clean energy superpower, including providing the country with clean energy by 2030, reducing bills, and transitioning homes to clean heat as part of the wider ambition to reach net zero by 2050.
- 2.3 As a key part of the Warm Homes Plan, the Government has committed to partnering with combined authorities, local and devolved governments to deliver insulation measures and other improvements such as solar panels, batteries and low carbon heating to cut bills for families, slash fuel poverty, and reduce carbon emissions in support of our net zero 2050 target.
- 2.4 The Warm Homes: Local Grant is a government-funded scheme delivered by Local Authorities that will take the first steps to delivering on the ambitions of the Warm Homes Plan.
- 2.5 The Warm Homes: Local Grant will begin delivery in 2025 and will provide energy performance upgrades and low carbon heating via local authorities, to households that:
- are in England
 - are low income
 - have an Energy Performance Certificate (EPC) between D and G
 - are privately owned (owner occupied or privately rented)
- 2.6 Once in delivery local authorities will be able to install energy performance measures and low carbon heating to eligible homes in their area. Measures could include:
- insulation
 - solar panels
 - an air source heat pump if suitable
- 2.7 Upgrades should be tailored to individual homes so that the most appropriate measures are installed. Occupants on a low income will not contribute to the cost of upgrades.
- 2.8 These upgrades will be open to all fuel types, including on gas households (those heated by mains gas), and off gas households (those heated by electricity, oil, coal, or liquid petroleum gas).
- 2.9 There has been positive changes to delivery guidance from previous grant schemes, one major change includes landlords will now be eligible for one property to be retrofitted free of charge, any subsequent properties require a 50% contribution.

- 2.10 All eligibility criteria and eligible works that are to be undertaken through this grant scheme are set by Central Government and cannot be dictated by Local Authorities. West Lindsey will be administering this scheme on behalf of Central Government and cannot make any decisions on the eligibility of applicants or the measures that are covered through the grant. More detail about the scheme itself can be found at this link [Warm Homes: Local Grant - GOV.UK](#)
- 2.11 To support delivery of the Warm Homes Plan, the primary and a secondary objectives of the Warm Homes: Local Grant are:
- To deliver progress towards the statutory fuel poverty target for England, by improving as many fuel-poor homes as reasonably practicable to energy efficiency rating of Band C by 2030, delivering significant annual energy bill savings for the occupants, not just in the short term, but for good.
 - To deliver progress towards Net Zero 2050, and the Carbon Budgets, by installing energy performance upgrades and low carbon heating in homes that drive carbon abatement.
- 2.12 Alongside those leading objectives, the Warm Homes: Local Grant will help to ensure homes are healthy living environments, thermally comfortable, efficient and well-adapted to climate change. It will also support the green economy, local supply chains, and skilled jobs for tradespeople in every part of England.
- 2.13 By focusing on low-income households and areas of high economic deprivation, upgrades made to the housing stock will support deprived communities throughout England, ensuring that they are not left behind in the transition towards Net Zero, but instead lead the way.

3. Background

- 3.1 Central and South Lincolnshire Consortium (WLDC, NKDC, SKDC, CoL) formed to deliver the Sustainable Warmth Competition (SWC) grants LAD3/ HUG1 and HUG2 in 2022.
- 3.2 Due to the success of the scheme, good working partnerships formed, and following approval from Management Team in November 2024, the expression of interest was submitted as a consortium for Warm Home Local Grant funding.

4 Warm Homes Local Grant allocation, delivery, and timeframes

- 4.1 The total allocation for Central & South Lincolnshire Consortium is **£5,027,000**.
- 4.2 The table below is the total allocation for capital and admin and ancillary, 10% of the total allocation can be used for admin & ancillary purposes. For FY1 a maximum A&A limit of 25% can be utilised to cover start up costs, the reduced A&A available in FY2&3 must be split equally between the two years. It is proposed to increase A&A spend in FY1 to cover staff costs adequately.

	Capital	A&A	FY Total
FY 25/26	£325,750	£114,250	£440,000
FY 26/27	£2,158,340	£173,660	£2,332,000
FY 27/28	£2,085,910	£169,090	£2,255,000
Scheme Total	£4,570,000	£457,000	£5,027,000

4.3 For previous energy grant schemes, a delivery partner was appointed via the Fusion 21 Framework to provide a full turnkey delivery service, and installation of energy efficiency measures. We propose to go with a similar approach to deliver the new grants.

4.4 It was agreed to extend the current Energy Efficiency Project Officer role for a further 3 years, funded by the administration allocation to deliver this scheme. This is hosted by WLDC.

	SCP	Salary	NI	Super	Total
25/26	8a	£34,434	£4,407	£8,091	£46,932
26/27	8b	£36,474	£4,688	£8,936	£50,098
27/28	8c	£38,390	£4,914	£9,405	£52,709

4.5 As with previous initiatives, MNZH will require the Council to submit a delivery plan, outlining how it intends to allocate the Warm Homes Grant to fuel poor households in the Consortium Districts. The Delivery plan must set out the number of properties, type of measures and cost of the retrofit works the council expects to be able to deliver within the parameters of the grant guidance. As the lead authority, this will be led and submitted by WLDC but the plan will be drafted by the consortium as a whole.

4.6 The Council will be expected to submit monthly reports to MNZH on progress delivery. Delivery of WHLG will also be monitored via KPI'S, Housing and Wellbeing Programme Board, and quarterly capital expenditure via CP&R.

5. Decision and Next Steps

- 5.1 As the lead authority and holder of funds, WLDC are required to sign and return a grant funding agreement. Works are underway to complete the delivery plan for submission to MNZH and procurement for an installer has commenced. Once the delivery plan has been approved, and procurement is in place, a delivery assurance check will be scheduled, once passed this will allow for commencement of grant funding delivery to begin.
- 5.2 On signing the grant funding agreement, the council will receive the revenue admin and ancillary costs percentage as detailed above, followed by a 15% deposit payment which will be received after Delivery Assurance Check has been approved by MNZH.

- 5.3 A decision is being requested to seek approval for signing and returning the grant funding agreement once it is received.

6. Recommendations

- 6.1 Members agree to accept the award of £5,027,000 funding on behalf of Central and South Lincolnshire Consortium for the Warm Homes Local Grant from Midlands Net Zero Hub (MNZH) and authorise signing of the grant funding agreement by Section 151 Officer, for return to MNZH.
- 6.2 Members approve creation of a new capital scheme in the Capital Programme and create a capital and revenue budget for the Warm Homes Local Grant once funding agreement has been signed.

DATE: 4th July 2025

Grant Funding Agreement

- 1. Nottingham City Council**
- 2. West Lindsey District Council**

Warm Homes: Local Grant

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This **GRANT FUNDING AGREEMENT** is dated 4th July 2025.

Between:

Parties

- 1) **Nottingham City Council** of Loxley House, Station Street, Nottingham NG2 3NG (**we, us, our, Funder**); and
- 2) West Lindsey District Council whose address is at The Guildhall, Marshall's Yard, Gainsborough, Lincolnshire, DN21 2NA (**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 Scheme.
- 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:

Agreed Development Plan	means the Development Plan approved by the Funder as may be replaced, updated or varied from time to time.
Additional Resource	the additional resource for customer journey support made available by the Funder to the Recipient in relation to the Project.
Additional Resource Protocol	the protocol set out in Schedule 5.
Additional Resource Provider	the provider of the Additional Resource from time to time.
Approved Batch Application	means any Batch Application submitted by the Recipient in accordance with the process set out in Schedule 1 and approved by the Funder.
Batch Application	means an application to commence works on a batch of 'ready to retrofit homes', as further described in Schedule 1.

Batch Submission Form the batch application form for the Scheme made available by the Funder to the Recipient and as may be amended, updated or replaced from time to time.

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.

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.

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of this agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - i. the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
 - ii. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;
- (b) any information developed by the Parties in the course of delivering the Project;
- (c) any personal data (within the meaning of the UK GDPR or the EU GDPR as the context requires) supplied for the purposes of, or in connection with, this agreement by the Funder to the Recipient; and
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (e) was public knowledge at the time of disclosure (otherwise than by breach of this agreement and/or associated undertakings);
- (f) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (g) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (h) is independently developed without access to the Confidential Information.

Commencement Date	the date of this agreement.
Contract Year	The first Contract Year shall run from the Commencement date until 31 March 2026. 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 within the Grant Summary and Agreed Development Plan as may be updated or amended and as set out within an agreed Project Change Request from time to time.
Delivery Assurance Check	has the meaning given in the MoU.
Delivery Partner	any third party or parties appointed or funded by the Recipient to deliver the Project using the Grant.
Development Plan	means the template plan for delivery of the Project submitted by the Recipient in accordance with Clause 5.2 substantially in the format set out in Schedule 2.
DPA 2018	the Data Protection Act 2018.
Eligible Expenditure	has the meaning given in the MoU.
Eligible Household	has the meaning given in the MoU.
Eligible Measures	has the meaning given in the MoU.
Exit Plan	Has the meaning given in the MoU

Extension Period	has the meaning given in clause 3.2.
EU GDPR	means the General Data Protection Regulation ((EU) 2016/679).
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. For the purposes of this agreement, the threshold for an occurrence to be considered fraud or fraudulent shall be consistent with the threshold set out in the MoU.
Ineligible Expenditure	means those purposes which are specified in the MoU as being purposes for which the Grant must not be used, including but not limited to those set out in Clause 45 and Clause 97 of the MoU.
Information Sharing Agreement	the Information Sharing Agreement entered into between the parties and substantially in the form set out in Schedule 3.
Installer	means any third party appointed by the Recipient or any Delivery Partner to carry out Eligible Measures in respect of the Project.
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	the Guidance, the MoU and any related documents and grant determination letters issued to the Funder by the Lead Funder in relation to the Scheme from time to time, as may be amended or varied.
Grant Period	means the period from the Commencement Date until the 31 March 2028 unless terminated earlier or extended in accordance with clause 3.2.
Grant Summary	The grant summary set out Schedule 1.
Guidance	the “WH: LG Policy Guidance Document” the “WH: LG Mobilisation and Delivery Guidance Document” and the “WH: LG Allocation Guidance Document” (in each case as defined in the MoU) produced by the Lead Funder as may be amended or varied from time to time.
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 Scheme 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 Scheme.
Measure Limit Requirements	Price	the Funder and Lead Funder's requirements in relation to measure price limits as notified to the Recipient by the Funder from time to time.
Mid-Mobilisation Review		has the meaning given in the MoU.
Minimal Financial Assistance Requirements		means the requirements set out within section 36 and section 37 of the Subsidy Control Act 2022.
Monthly Report		the monthly report to be produced by the Recipient in accordance with Schedule 6.
MoU		The Memorandum of Understanding entered into between the Lead Funder and the Funder for the delivery of Warm Homes: Local Grant as set out in Schedule 4 and as may be amended or updated from time to time.
NDA		means the non-disclosure agreement entered into between the Recipient and the Funder on or around the date of this agreement in relation to specific confidential information related to the Project, largely in the form set out in Schedule 9.
Personal Data		shall have the same meaning as set out in the Data Protection Legislation.
Personal Data Breach	Data	shall have the same meaning as set out in the Data Protection Legislation.
Pre-Delivery Requirements		the return to the Funder of a properly completed and signed NDA and Information Sharing Agreement and appropriately completed Development Plan, in each case in accordance with Schedule 1.
Prohibited Act		(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:

- (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
- (b) showing or not showing favour or disfavour to any person in relation to this agreement or any other contract with the Funder;

(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;

(3) committing any offence:

- (a) under the Bribery Act;
- (b) under legislation creating offences in respect of fraudulent acts; or
- (c) at common law in respect of fraudulent acts in relation to this agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project	means the project described at Schedule 1 and within the Agreed Development Plan and Approved Batch Applications and any Project Change Request agreed by the Funder from time to time.
Project Change Request	means a project change request form in the form required by the Funder from time to time documenting a change to the Project.
Project Manager	the individual who has been nominated to represent the Funder for the purposes of this agreement as set out in Schedule 1.
Property	means any property which is an Eligible Household for the purposes of the Grant Conditions;
Public Procurement Rules	means any obligations of the Recipient in relation to public procurement including under the Public Procurement Regulations 2015 and the Procurement Act 2023 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 in accordance with the terms of this agreement including but not limited to Schedule 1 (Grant Summary and Grant Application).
Rectification Plan	has the meaning given in Clause 30.3.
Recovery Plan	has the meaning given in the MoU;
Remediation Plan	has the meaning given in the MoU;
Responsible Director	Means the director of the Recipient identified as such in Schedule 1, or if no such person is identified in Schedule 1, any director of the Recipient.
Scheme	means the Warm Homes: Local Grant scheme.
SPEI Assistance	means the requirements set out within section 38 and section 39 of the Subsidy Control Act 2022.
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 Government Supplier Code of Conduct set out within Annex 8 of the MoU as may be updated or replaced from time to time.
Template Privacy Notice	means the template privacy notice for the Scheme provided by the Funder to the Recipient as may be updated or replaced by the Funder from time to time.
Term	means the Grant Period and any Extension Period.
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.

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- 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 enure 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 Clauses 3.2 and 3.4 shall continue until the end of the Grant Period unless terminated earlier in accordance with Clause 25.
- 3.2 The Funder may at any time prior to expiry of the Grant Period give notice to the Recipient that it is extending the term of this agreement on the same terms mutatis mutandis for a further period (**Extension Period**). Should the Funder elect to extend the duration of this agreement it will confirm the Grant available

in respect of the relevant Extension Period and the duration of the Extension Period in writing.

- 3.3 Payment of the Grant in any Extension Period shall be subject to:
 - 3.3.1 agreement between the parties of any changes to this agreement requested by the Funder (including but not limited to the Agreed Development Plan); and
 - 3.3.2 receipt by the Funder of sufficient funds from the Lead Funder to pay the Grant in any Extension Period.
- 3.4 Should the Lead Funder alter the duration of the Funding Period (as defined in the Grant Conditions) the Funder may elect to alter the term of this agreement to align with the alteration to the Grant Conditions upon providing reasonable notice. Such a change will not require the Recipient's consent.
- 3.5 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. This shall include, but not be limited to, obligations in respect of actions required after the termination or expiry of the MoU.

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 take such actions 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, or otherwise result in non-compliance with, 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 from time to time;
 - 4.1.4 not take any action or make any omission that has or is likely to have a negative impact on the Delivery Assurance Check or Mid-Mobilisation Review undertaken by the Lead Funder or which would cause the Lead Funder to freeze the Batch Process in accordance with paragraph 134 of 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 from time to time 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 connection with the Project 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;
- 4.1.7 undertake its delivery of the Project, and ensure that any Delivery Partners undertake their duties in connection with the Project in a manner consistent with the MoU and the Guidance in all respects;
- 4.1.8 comply with, and/or support the Funder in its compliance with, the terms of any Recovery Plan or Remediation Plan or any other plan to improve delivery of the Project, or any Exit Plan, in each case requested by the Lead Funder under the MoU;
- 4.1.9 engage with the Funder, the Lead Funder and any third parties engaged by the Lead Funder in connection with the Project collaboratively and in accordance with any requirements of the MoU;
- 4.1.10 comply with any request or instruction made by the Lead Funder in connection with paragraph 214 of the MoU;
- 4.1.11 comply with all rules, requirements and limitations relating to the use of the Grant and the delivery of the Project set out within the MoU as if they applied directly to the Recipient, save that any references in the MoU to the Lead Funder (or Authority) shall be read as references to the Funder. The Recipient's attention is drawn in particular (but without limitation) to the following provisions of the MoU:
 - (a) clauses 23 to 25;
 - (b) clauses 26 to 28;
 - (c) clauses 29 to 44;
 - (d) clauses 45 and 46;
 - (e) clauses 47 to 53;
 - (f) clause 54 and 55;
 - (g) clauses 59 to 61;
 - (h) clause 63;
 - (i) clauses 69 to 71;
 - (j) clauses 80 to 83;
 - (k) clause 84;
 - (l) clauses 85 to 97;
 - (m) clauses 118 to 144;

- (n) clauses 169, 170, 171 (1) (2), (4) – (9), 172, 173, 178, 179, 181;
 - (o) clauses 212 to 216;
 - (p) clauses 221 to 227;
 - (q) clause 246;
 - (r) clauses 252 to 258;
 - (s) clauses 259 to 261; and
 - (t) clauses 263 to 264.
- 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 Delivery Partners and subcontractors which give the Recipient sufficient rights to enable the Recipient to comply with its obligations under this agreement.
- 4.4 Although the MoU is expressed to be non-binding, the Parties agree that as between themselves, they shall treat the MoU as binding on the Funder, and the Recipient agrees to waive any claim or defence it would or may otherwise be able to claim in respect of this agreement on the basis that the MoU is non-binding.

5 **Purpose of Grant**

- 5.1 The Recipient shall, and shall ensure that the Delivery Partners shall, use the Grant only for the 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 submit its Development Plan and Batch Applications to the Funder in accordance with Schedule 1 and any further instructions of the Funder.
- 5.3 The Agreed Development Plan and each Approved Batch 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 20th June 2025 and throughout the Grant Period unless agreed in writing by the Funder and shall not apply and shall ensure that any Delivery Partners do not apply, the Grant to Ineligible Expenditure.
- 5.5 The Recipient shall not make any change to the Project, or the Agreed Development Plan, nor shall it allow any Delivery Partner to make any change to the Project, or the Agreed Development Plan without the Funder's prior written agreement.

- 5.6 The Recipient shall not commence capital delivery of the Project until the Funder has confirmed that the Delivery Assurance Check has been passed. The Recipient shall not commence delivery of Eligible Measures in any Property until the Funder has confirmed that the relevant Batch Application is an Approved Batch Application.
- 5.7 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 18.2, the Funder shall pay the Grant to the Recipient provided that the Recipient has met the Pre-Delivery Requirements, and provided that sufficient funds are made available to the Funder by the Lead Funder when payment falls due in the relevant Contract Year, and subject also to the provisions of Schedule 1 and Schedule 2 and Schedule 6 and Schedule 7. 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 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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 Project.

- 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 Scheme, 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 20th June 2025;
- 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 shall, 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 The Recipient shall deliver the Project in accordance with the Measure Price Limit Requirements.
- 7.9 At the end of each Contract Year, and on expiry or termination of this agreement, 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 or within fifteen (15) Working Days of the date of expiry or termination unless agreed in writing by the Funder.

- 7.10 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.
- 7.11 The Recipient shall, and shall ensure that its Delivery Partners shall, 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.
- 7.12 The Recipient shall, as soon as practicable, report any breach or suspected breach of the Supplier Code of Conduct (whether such breach or suspected breach occurs in relation to the Recipient and its supply chain or any Delivery Partner and its supply chain) to the Funder and shall comply, and procure that any Delivery Partner shall comply with the requirements of the Funder in relation to the management of such breach.
- 7.13 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 7.13 to the Funder immediately on becoming aware of such breach or suspected breach.
- 7.14 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. The Recipient shall, and shall ensure that its Delivery Partners shall, work with their supply chains and the Funder to comply with the requirements of the MoU in relation to modern slavery.
- 7.15 The Recipient shall report any breach or suspected breach of Clause 7.14 and/or the obligations of the Recipient and/or its Delivery Partners under the Anti-Slavery Laws to the Funder immediately on becoming aware of such breach or suspected breach.
- 7.16 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.
- 7.17 The Recipient shall have in place an adequate policy for safeguarding responsibilities, and shall ensure that all Subcontractors and Delivery Partners that interact with residents, occupants of social housing or homeowners meet the requirements specified by the policy. Safeguarding concerns should be recorded on the risk register and discussed in the monthly meetings. The Recipient shall be responsible for updating and monitoring its safeguarding policy.

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 including applying the Minimal Financial Assistance Requirements or the SPEI Assistance Requirements as appropriate.

- 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.
- 8.4 The Recipient shall comply with the transparency obligations set out in clauses 32 to 34 of the Subsidy Control Act 2022 in relation to any subsidies granted using the Grant.
- 8.5 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.
- 8.6 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:
 - 8.6.1 the representations and warranties made by the Recipient under this agreement do not remain materially true and correct;
 - 8.6.2 variation, repayment, or recovery is, in the reasonable opinion of the Funder, required under or by virtue of the Subsidy Control Rules; or
 - 8.6.3 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.

- 8.7 The Recipient shall ensure that its Delivery Partners are subject to terms equivalent to those set out in Clauses 8.1 to 8.6.

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, both during the Term and for ten (10) years following the end of the Term. 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 the Public Procurement Rules 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, and in relation to quality compliance and/or risk assessments and fraud (**Relevant Records**) for a period of at least ten (10) years following the end of the Term. 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 six (6) 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 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 6 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, and shall ensure that its Delivery Partners and subcontractors shall, support the Funder in all activities relating to monitoring, evaluation and audits including any necessary or random spot-checks. The Grant Recipient shall, and shall ensure that its Delivery Partners and subcontractors shall:
 - 10.3.1 respond fully, truthfully and promptly to any enquiries the Funder, Lead Funder or the Comptroller and Auditor General, or their representatives, may make about the Project or the use of the Grant and provide any information and evidence reasonably requested, including by providing a statement of usage of the Grant (at such times, and in such form, as they may reasonably specify).
 - 10.3.2 allow the Funder, Lead Funder and the Comptroller and Auditor General, and their representatives, access to all relevant documents and records, and reasonable access for inspecting any relevant site.
 - 10.3.3 where requested, ensure that any information or evidence provided to the Funder, the Lead Funder, the Comptroller and Auditor General, or their representatives, is audited by an identified and independent reporting accountant or otherwise confirmed or verified by a person of such other relevant expertise as they may reasonably specify.
 - 10.3.4 give reasonable assistance to the Funder and the Lead Funder to carry out work in connection with the Grant throughout delivery of the Project and up to two years after completion of the Project for example as part of the Funder and Lead Funder's ongoing monitoring and evaluation commitments.
 - 10.3.5 cooperate with the Funder and the Lead Funder on related evaluation projects (e.g., the Warm Homes: Social Housing Fund (WH:SHF), the Smart Meter Enabled Thermal Efficiency Ratings (SMETER))

Innovation Programme) and cooperate with the Lead Funder's appointed advisers.

- 10.3.6 include these data collection requirements in all relevant contracts with Installers and Delivery Partners, ensuring they understand and accept them. Make available the Template Privacy Notice between Grant Recipients and household to all data subjects, prior to the collection of data, to support compliance with data processing transparency requirements.
 - 10.3.7 maintain sufficient staffing resource to manage the delivery of the Project to an effective level of quality and maintain this level of resource for the full Project duration.
 - 10.3.8 provide the Funder and the Lead Funder upon request with any audit reporting conducted by the Recipient, or an appointed external party, or audit materials produced in relation to the Grant spend or use. The Recipient must notify the Funder of any audit activity conducted, including timeline and purpose.
- 10.4 The Funder reserves the right at any reasonable time and as it may deem necessary to require the Recipient at its own cost 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 or subcontractors, 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 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.
- 10.8 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.
- 10.9 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:
- 10.9.1 provide all reasonable assistance;
 - 10.9.2 respond to all reasonable requests; and
 - 10.9.3 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.
- 10.10 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.
- 10.11 The rights of access afforded at Clauses 10.7 to 10.9 shall include rights to:
- 10.11.1 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;
 - 10.11.2 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;
 - 10.11.3 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;
 - 10.11.4 receive information at the times and in the formats requested; and/or

- 10.11.5 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 and shall ensure that its Delivery Partners, in organising any publicity or advertising in relation to this Grant request prior written approval from the Funder for such publicity or advertising.
- 11.3 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 Scheme and Grant funded activity, including without limitation:
- 11.3.1 using appropriate Funder, Lead Funder, and any relevant Scheme 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);
- 11.3.2 following any guidelines that the Funder or the Lead Funder may require in relation to branding, marketing, publicity, engagement and communications; and
- 11.3.3 using any toolkit provided by the Funder or the Lead Funder in relation to branding, publicity, engagement and communications.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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 Scheme. 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):
- 11.7.1 participate in networking opportunities;

- 11.7.2 share information, practice and methods; and
- 11.7.3 share materials produced using the Grant.
- 11.8 The Recipient will comply with all reasonable requests from the Funder to provide case studies, photos, good news stories and relevant information on the delivery of measures across the lifetime of the Scheme.
- 11.9 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:
 - 12.4.1 Intellectual Property created whilst delivering the Project; and
 - 12.4.2 reporting, monitoring and application data or data related to the Scheme that has been funded through the provision of the Grant.
- 12.5 Where the Recipient creates data, learning material or technical systems in relation to the Scheme or Scheme 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.
- 12.6 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.
- 12.7 Where the Project gives rise to the generation of any Intellectual Property, the Recipient will not subsequently seek to make profit from the use of such Intellectual Property.

13 Confidentiality

- 13.1 Subject to Clause 14, the Recipient shall during the term of this agreement and thereafter keep secret and confidential all Confidential Information disclosed to it as a result of the agreement and shall not disclose the same to any person save as expressly authorised in writing by the Funder
- 13.2 Nothing in this clause shall prevent the Funder from disclosing any Confidential Information obtained from the Recipient:
 - 13.2.1 for the purpose of the examination and certification of the Funder's accounts, or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Funder has used its resources;
 - 13.2.2 to any government department, consultant, contractor or other person engaged by the Funder provided that in disclosing information, the Funder only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or
 - 13.2.3 as required by law.
- 13.3 The Recipient shall ensure that its Delivery Partners are subject to terms equivalent to those set out in Clause 13.1.
- 13.4 Notwithstanding the generality of clause 13.1, the Recipient shall comply at all times with the terms of the NDA.

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 Both Parties 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 the Information Sharing Agreement substantially in the form set out in Schedule 3.
- 15.3 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).
- 15.4 The Recipient shall comply at all times with the terms of the Information Sharing Agreement.
- 15.5 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.

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 and Schedule 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 fails to comply with its obligations set out in Clause 4;
- 16.1.3 the Recipient fails to comply with its obligations set out in the NDA;
- 16.1.4 the Recipient fails to comply with its obligations set out in the Information Sharing Agreement;

- 16.1.5 the Recipient fails to pass the Delivery Assurance Check with a 'green' rating or 'amber with conditions';
- 16.1.6 the Recipient or any Delivery Partner fails to achieve the Deliverables or is otherwise considered by the Funder (in its absolute discretion) to be performing poorly or failing to meet its delivery targets;
- 16.1.7 the Recipient or any Delivery Partner uses the Grant for purposes other than those for which it has been awarded;
- 16.1.8 the delivery of the Project has not been completed by the end of the Grant Period unless agreed in writing by the Funder;
- 16.1.9 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;
- 16.1.10 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);
- 16.1.11 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;
- 16.1.12 the Recipient or any Delivery Partner obtains duplicate funding from a third party for the Eligible Expenditure;
- 16.1.13 the Recipient fails to comply with its obligations in Clauses 8 and/or 10;
- 16.1.14 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;
- 16.1.15 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;
- 16.1.16 the Recipient or a Delivery Partner commits or has committed a Prohibited Act;
- 16.1.17 any overpayment of the Grant is made (including but not limited to situations where advance Grant Payments exceed the value attributable to the achieved Deliverables or where the Recipient's A&A spend exceeds (in the absolute discretion of the Funder) the applicable threshold (further described in Schedule 1 and Schedule 8) or an amount is paid to the Recipient in error);
- 16.1.18 the Funder is subject to a withdrawal, reduction, repayment, suspension (including but not limited to the freezing of a Batch Process or suspension of a Delivery Assurance Check), 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 and whether or not as a result of any action or inaction of the Recipient or Delivery Partner or not;

- 16.1.19 the Recipient fails to comply with the provisions of any Rectification Plan, or to take any corrective action required by the Funder (whether or not in relation to a Rectification Plan, Recovery Plan or Remediation Plan);
- 16.1.20 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;
- 16.1.21 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;
- 16.1.22 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);
- 16.1.23 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 its chief finance officer makes a report under s.114 of the Local Government Finance Act 1988 (a s.114 notice) or any event analogous to the above occurs in respect of the Recipient or any Delivery Partner;
- 16.1.24 the Recipient ceases to be a consortium member of the Midlands Net Zero Hub by withdrawing from the Scheme and has any un-spent Grant at the point of exit;
- 16.1.25 there is a change in ownership or control (other than political control) of the Recipient;
- 16.1.26 if at any time, the proposed or actual use or operation of the Project ceases to materially comply with the Agreed Development Plan and/or the relevant Approved Batch Application;
- 16.1.27 in the Funder's reasonable opinion, there is a significant change in the nature or scale of the Project;
- 16.1.28 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;

- 16.1.29 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;
 - 16.1.30 there is a finding of illegal State Subsidy in respect of the Project or Scheme;
 - 16.1.31 a court, tribunal or other competent body requires the funding to be withheld, suspended or repaid;
 - 16.1.32 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 36.1 and the parties are unable to reach an agreement in accordance with Clause 36.2 and such deletion renders this agreement invalid, unlawful, or unenforceable;
 - 16.1.33 the Funder is directed to take such action by the Lead Funder;
 - 16.1.34 this agreement is terminated for any reason; or
 - 16.1.35 the Recipient or any Delivery Partner breaches the Code of Conduct, or fails to notify the Funder of an actual or suspected breach of the Code of Conduct.
- 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 (whether or not the Funder is legally obliged to make such payment), 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 Scheme in accordance with Schedule 6. 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 Additional Resource

- 17.1 The Recipient acknowledges that if it makes use of the Additional Resource it shall comply with the Additional Resource Protocol.

18 Change

- 18.1 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.
- 18.2 Payment of the Grant shall be subject to the Recipient's compliance with 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.
- 18.3 Any changes to this agreement in relation to the delivery of the Project agreed between the parties 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.
- 18.4 Any changes to this agreement which are proposed by the Funder 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.

19 Anti-discrimination

- 19.1 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.
- 19.2 The Recipient shall take all reasonable steps to secure the observance of Clause 19.1 by Delivery Partners and all servants, employees or agents of the Recipient or Delivery Partners and all subcontractors engaged on the Project.

20 Human Rights

- 20.1 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).
- 20.2 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.

21 Fraud

- 21.1 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.
- 21.2 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.
- 21.3 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 and error risks, and to report on them to the Lead Funder.

22 Limitation of liability

- 22.1 Nothing in this agreement limits either party's liability for:
- 22.1.1 personal injury or death which is caused by that party's negligence;
 - 22.1.2 fraud or misrepresentation; or
 - 22.1.3 any other matter in respect of which liability cannot, by applicable law, be limited.
- 22.2 Subject to Clause 22.1, 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.

22.3 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, its 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.

22.4 Subject to Clause 22.1, the Funder's liability under this agreement is limited to the payment of the Grant.

23 Warranties

23.1 The Recipient warrants, undertakes and agrees that:

23.1.1 it has full capacity and authority to deliver the Project and enter into this agreement;

23.1.2 If, upon submitting a Batch the circumstances have materially changed since submitting the Proposal, the Recipient will inform the Funder;

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

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

23.1.5 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;

23.1.6 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;

23.1.7 it has and shall keep in place adequate procedures for dealing with any conflicts of interest and shall promptly report any current or arising conflicts of interest to the Funder;

23.1.8 it will use the Grant in relation to the Project in a manner which is compliant with the Subsidy Control Rules;

23.1.9 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;

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

- 23.1.11 it has and shall keep in place robust systems and processes for quality assurance in relation to the services provided;
- 23.1.12 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 23.1.13 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;
- 23.1.14 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;
- 23.1.15 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;
- 23.1.16 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;
- 23.1.17 since the date of its last accounts there has been no material change in its financial position or prospects;
- 23.1.18 if the Recipient chooses to use electronic signing, this will be done through secure means only;
- 23.1.19 it accepts the provisions and principles of this agreement and understands its obligations in relation to the Grant Conditions; and
- 23.1.20 It shall obtain warranties equivalent to those set out at Clauses 23.1.1 to 23.1.19 from any Delivery Partner.

24 Insurance

- 24.1 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**).
- 24.2 The Required Insurances referred to above shall include (but are not limited to):
 - 24.2.1 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;
 - 24.2.2 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;

24.2.3 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

24.2.4 appropriate insurance in respect of data breaches and cyber security.

24.3 The Recipient shall on request provide the Funder with copies of such insurance policies and evidence that the relevant premiums have been paid.

25 Termination

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

25.2 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:

25.2.1 should any of the occurrences listed in Clauses 16.1.1 to 16.1.35 occur;

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

25.2.3 should the MoU be terminated for any reason.

26 Assignment

26.1 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.

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

27 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.

28 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.

29 **Dispute Resolution**

- 29.1 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.
- 29.2 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.
- 29.3 In the absence of agreement under Clause 29.2, 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.

30 **Escalation Process**

- 30.1 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:
 - 30.1.1 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.
 - 30.1.2 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.
 - 30.1.3 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.
- 30.2 The stages of the escalation process outlined in Clause 30.1 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.
- 30.3 Notwithstanding the provisions of Clause 30.1 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.

31 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.

32 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.

33 Variation

Except as expressly stated in Clause 18, no variation to this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

34 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.

35 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.

36 Severability

36.1 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.

36.2 If any provision or part-provision of this agreement is deemed deleted under Clause 36.1 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.

37 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.

38 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 deed.

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

Schedule 1 Grant Summary and Approved Batch Applications

Part 1 Grant Summary

The Warm Homes: Local Grant (WH:LG) is a government-funded grant scheme that provides energy efficiency upgrades and low carbon heating to low-income households living in the worst quality, on and off-gas grid homes in England.

The primary and secondary objectives of the Warm Homes: Local Grant are:

1. To deliver progress towards the statutory fuel poverty target for England, by improving as many fuel-poor homes as reasonably practicable to energy efficiency rating of Band C by 2030, delivering significant annual energy bill savings for the occupants, not just in the short term, but for good.
2. To deliver progress towards Net Zero 2050, and the Carbon Budgets, by installing energy performance upgrades and low carbon heating in homes that drive carbon abatement.

A non-binding aspiration for upgraded homes to reach Energy Performance Certificate (EPC) Band C – where this is not possible within the cost caps a value for money and strategic approach to measures selection should be adopted which could include installing low carbon heat. Please note, if a property has received funded upgrades through the Home Upgrade Grant (HUG) or Local Authority Delivery (LAD) scheme/s, the property must either reach EPC band C or receive a low carbon heating technology as part of receiving further treatment under Warm Homes: Local Grant.

Delivery will run from April 2025 to March 2028.

The Grant Period shall begin on the Commencement Date and expire on 31 March 2028 unless this agreement is terminated in accordance with its provisions, or unless the Grant Period is extended in accordance with clause 3.2.

The first Project Manager shall be Rachel Wood.

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

MNZH.WHLG@nottinghamcity.gov.uk / rachel.wood@nottinghamcity.gov.uk

The Scheme is mixed tenure but social housing for 'in-fill' purposes is capped at 10% of total number of homes.

The Grant Amount must only be used for the installation of 'Eligible Measures', in 'Eligible Households', by 'Eligible Installers' each as defined in the MOU in 'Definitions'.

The Grant Amount must be used to pay for the Eligible Measure in full, except for when a private landlord has installations on additional properties after the first fully funded. In this instance, a 50% contribution will be required by private landlords for additional properties. The Grant Recipient will ensure that landlords within the Social Rented Sector will contribute at least 50% (half) towards the cost of upgrading homes.

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.

Allocation and Deliverables

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The total Grant is £5,027,000.00.

Table 1 below shows your overarching total allocation for WH:LG each financial year.

Year	Total Year Allocation	Capital Allocation	A&A (10% of Capital)	Capital upfront payment (5%) <i>On DAC approval</i>	Retained Funding <i>(for A&A and/or Capital)</i>
2025/26	£440,000.00	£400,000.00	£40,000.00	£20,000.00	£7,058.82
2026/27	£2,332,000.00	£2,120,000.00	£212,000.00	£106,000.00	£37,411.76
2027/28	£2,255,000.00	£2,050,000.00	£205,000.00	£102,500.00	£36,176.47
Scheme Total	£5,027,000.00	£4,570,000.00	£457,000.00	N/A	N/A

Table 2 below shows the Recipient's adjusted Admin & Ancillary (**A&A**) allocation, if requested in accordance with Schedule 8. Where an adjusted A&A allocation has been requested, the Recipient's A&A and capital allocation will be paid in the proportions set out in Table 2, in accordance with Schedule 7 and Schedule 8. Where no adjusted A&A Allocation has been requested, the Recipient's A&A and capital allocation will be paid in the proportions set out in Table 1.

DN: Recipients wishing to request an adjusted A&A allocation as described in Schedule 8 should use the WH:LG A&A Calculator set out in Schedule 8 to calculate their adjusted A&A and Capital Allocations and populate the table below prior to signature of the GFA.]

Year	Total Year Allocation	Capital Allocation	A&A (10% of Capital)	Capital upfront payment (5%) <i>On DAC approval</i>	Retained Funding <i>(for A&A and/or Capital)</i>
2025/26	£440,000.00				
2026/27	£2,332,000.00				
2027/28	£2,255,000.00				
Scheme Total	£5,027,000.00				

An Admin & Ancillary payment will be provided at the start of each financial year in accordance with Table 1 or Table 2 (as applicable). This will be paid within ten (10) working days of receiving a signed Grant Agreement, Information Sharing Agreement, NDA and completed Development Plan. This is followed by a 5% capital upfront payment (after Delivery Assurance Check approval). This will be paid within 10 working days of Delivery Assurance Check approval. Additional A&A payments will be made in accordance with Table 2 and Schedule 8 where the Recipient has requested an increased proportion of A&A in financial year 25/2026.

The remaining funds will be drawn down in batches and paid out subject to delivery performance compared to performance indicators and conditions specified in the MoU and in Schedule 6. 'Ready to retrofit' homes must be submitted at batch application stage and approved before measures can be installed for Warm Homes: Local Grant.

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The deposit payment ensures upgrades can start immediately upon batch approval in the weeks whilst the Lead Funder transfers the remainder of the funding to the Funder. The Lead Funder may take up to 10 weeks to release funds for an approved batch. Both the deposit payment and A&A payment must be spent by the end of financial year. To avoid upfront payments not being utilised within the financial year, or claw back being required, payments for batches being delivered in quarter 4 of a financial year will in the first instance utilise any remaining upfront payment before providing any additional required costs to deliver the batch.

Pre-Delivery Requirements

Information Sharing Agreement and NDA

- The Recipient must complete and sign an Information Sharing Agreement for their project substantially in the form set out in Schedule 3 and return it to the Funder. A signed Information Sharing Agreement is required before the Project can be submitted for the Delivery Assurance Check.
- The Recipient must sign an NDA for their project substantially in the form set out in Schedule 9 and return it to the Funder. A signed NDA is required before the Project can be submitted for the Delivery Assurance Check.

Development Plan

- The Recipient must submit a Development Plan for their project to the Funder substantially in the form set out in Schedule 2. This information is required to pass the Delivery Assurance Check.
- The Development Plan must be submitted and approved by MNZH before 1st October 2025.
- The Development Plan must be submitted in accordance with MNZH and DESNZ guidance: <https://www.gov.uk/government/publications/home-upgrade-grant-phase-2>
- The Agreed Development Plan shall upon agreement by the Funder form part of this agreement, whether or not it is appended to this agreement.

Delivery Assurance Check

- The Recipient must submit a Development Plan for their project to the Funder substantially in the form set out in Schedule 2. This information is required to pass the Delivery Assurance Check.
- The Delivery Assurance Check will check adequate progress has been made - specifically, how projects have been resourced, if contractors have been procured and are in place to begin upgrades immediately, and any revised project delivery forecasts or project plans.
- The Funder will undertake the Delivery Assurance Check interview at consortia level on behalf of the Recipient.

- The Recipient must provide sufficient information as part of the Development Plan, and additional information if required, to pass the Delivery Assurance Check with the Lead Funder.

The Recipient must pass the Delivery Assurance Check to unlock the Batch Application Process.

Batch Application Stage Approval

- The Recipient must submit actual housing stock data, measure mixes, and costs for a batch of 'ready to retrofit' homes (households signed up, validated, and assessed for measures in line with PAS 2035) in the Batch Submission Process.
- The Recipient must pass the Batch Application stage to draw down capital funds to deliver upgrades to homes included within the Batch Submission Form.
- This process is repeated throughout the delivery window, with funding released in batches.
- The Batch Submission Form (via an online Automated Batch System (ABS)) must be approved by the Lead Funder before the Recipient can start installing measures. The Funder will notify the Recipient of Lead Funder approval or rejection within three (3) working days of confirmation of outcome from the Lead Funder.
- The streamlined batch system will not have a policy control element (as seen under Home Upgrade Grant Phase 2) and 'approval' will be to monitor delivery and spend trends and ensure funding can be smoothly drawn down when required.

Part 2– Approved Batch Applications

As set out in Clause 5.3 above, each Approved Batch Application shall upon approval form part of this agreement, whether or not it is appended to this agreement.

Responsible Director

The Responsible Director of the Recipient appointed to deal with disputes in accordance with clause 29 is: [REDACTED]

Schedule 2 Template Development Plan

Schedule 2 to this agreement comprises of the file entitled Development Plan_WHLG.xlsx containing the Template Development Plan which is embedded in the word version of this document.



Development
Plan_WHLG.xlsx

Schedule 3 Template Information Sharing Agreement

Schedule 3 to this agreement comprises of the file entitled “FINAL MNZH – CLEAN Information sharing agreement (controller to controller) 01/07.25” containing the Template Information Sharing Agreement which is embedded in the word version of this document.



FINAL MNZH -
CLEAN Information :

Schedule 4 MoU

Schedule 4 to this agreement comprises of the file entitled Final Signed MoU 20.06.25 (GFA) containing the MoU which is embedded in the word version of this document



Final Signed MoU
20.06.25 (GFA).pdf

Schedule 5 Additional Resource Protocol

Customer Journey Support

The Additional Resource Provider will provide a central point of contact to eligible households and support local authorities in the region to deliver capital measures. This will include providing, as a minimum, the following services:

- Supporting the implementation and customer journey of Warm Homes: Local Grant.
- Supporting local authorities within each of the six defined Areas with referrals;
- Informing citizens of the process and provide a single point of contact and support; and
- Checking household eligibility, answering questions on the scheme, providing details regarding energy efficiency measures, supporting on complaints process as well as providing additional support to help tackle fuel poverty.

The core service will be providing a tailored provision required to support delivery to create a holistic approach to regional domestic retrofit.

To access the support paid for by the Funder, the Recipient must submit a project plan for their project to the Funder in the template provided by the Funder. This information is required to agree level of provision and any additional services.

Additional Services

In addition to the core services, Recipients may want additional project services to support their delivery as defined. This will be optional, but if provided this service will be agreed directly between the Additional Resource Provider and the Recipient in the project plan and delivered under a separate contract.

Optional services include:

Energy Performance Certificates

Pre and Post Energy Performance Certificates

Retrofit Assessments

Energy Performance Certificate (pre and post) and Retrofit Assessment

Retrofit Coordinator (RC)

Project Support

Project Management

Retrofit Advisor (RA_d)

Retrofit Coordinator (RC), Retrofit Advisor (RA_d) and Retrofit Assessor (RA)

Retrofit Coordinator (RC) and Retrofit Assessor (RA)

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Retrofit Coordinator (RC) and Retrofit Advisor (RAd)

Retrofit Designer (RD)

Contract Management

Tenant engagement events/Road shows

Landlord liaison

This service may be extended to cover other funding scheme delivery at the set rate of 3% for capital projects and fixed or proportional rates for additional services outlined in the CJS Application.

Escalation Process

If the Funder or the Lead Funder reasonably believe that the Recipient is behaving unprofessionally towards the Additional Resource Provider, then the escalation process set out in Clause 30 shall be followed.

If the recipient has concerns in relation to the Additional Resource Provider's performance, then the Recipient shall contact the Funder to discuss this.

Schedule 6 Reporting Requirements

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

1. The Recipient and relevant Additional Resource Provider will have a regular monthly meeting to discuss the progress of delivery of the Agreed Development Plan 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 WH:LG to the Funder Project Team covering the period from the first to last day of the month and provided on or before the 5th Working Day of the subsequent month (the “**Monthly Report**”). For example, the report covering the delivery period of 1 - 31 May 2025 will be required to be submitted by the 5th Working Day of June 2025. The Recipient’s first report is required the 5th Working Day of the month subsequent to the month in which the Commencement Date falls.
3. The Recipient and Funder will have a bi-monthly meeting to discuss the progress of the Agreed Development Plan and any issues arising from the Monthly Report. Attendance will be monitored and will be required to release payments.
4. The Funder will monitor the Monthly Report by applying a RAG rating. If the Recipient is meeting 65% or less of forecasted delivery, this will be rated Red. If the Recipient is meeting less than 80% but more than 66% 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.
5. The Recipient will comply with the reporting requirements notified to it by the Funder from time to time.
6. 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 5th 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 (see Annex 4 of the MoU) including an update on the Recipient’s progress against each Key Performance Indicator set out within the MoU; The Lead Funder has the right under the MoU to change the data point requirements and the Recipient shall provide reporting against any revised or additional data points required by the Funder from time to time to comply with any revised or additional requirements of the Lead Funder.
 - b. The top five (5) risks, issues, basic information surrounding any incidents of fraud/loss, or prevented fraud/loss and information on the number of homes that work is being conducted on per batch; and

- c. 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 30 of this agreement.
7. The Recipient will attend and participate in any meetings requested by the Funder.
8. The Recipient will use the provided data submission process to provide the data as outlined in the MoU Annex 4: Monitoring and Evaluation Data Requirements for WH:LG. The Recipient will make reasonable effort to ensure that data is kept up to date and in line with the monthly reports provided to the Funder. This will be monitored, and any significant and continued discrepancies will be escalated.
9. 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 template provided to it by the Funder and any other instructions of the Funder.
10. The Recipient will produce monthly fraud/error management performance reports 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. For clarity, where an installer, homeowner, etc provides incorrect information that would gain extra funding they are otherwise not entitled to, if the intent is not known or knowable on balance of probability, then it would reasonably be classed as error, but if on balance the falsehood was likely intentional then it is classed as fraud.

Schedule 7 Claim process

Subject to compliance with the Funding Preconditions, the Admin & Ancillary (A&A) payment described in Schedule 1 will be provided at the start of each financial year, followed by 5% upfront capital payment. Additional A&A payments may be made in accordance with Schedule 8.

The A&A funding for 2025/26 will be received within ten (10) working days of signing this agreement, the Information Sharing Agreement and NDA, and submitting the completed Development Plan. A 5% upfront capital payment will be issued on approval of the approval of the Delivery Assurance Check.

For the financial year 2026/27 and 2027/28 A&A funding will be issued on receipt of funding from the Lead Funder followed by a 5% capital upfront payment minus any underspend from the previous financial year.

The remaining capital funds will be drawn down in batches and paid out subject to delivery performance compared to performance indicators and conditions specified in the MoU. It is important that cost caps of grant claim per type of property are adhered to as this will ensure that the grant claim is compliant with the requirements set out by the Lead Funder.

A&A / capital spend must be kept within the amounts set out in the grant award letter and in any event within 10% of capital spend by the end of the Grant Period, (or 10% of total project spend by the end of the Grant Period where the specific circumstances set out in Schedule 8 apply). Any breaches will be investigated and could have a direct impact on subsequent payments. Batch Payments will be issued within ten (10) weeks of approval and payment by the Lead Funder to the Funder however, this could take longer depending on bank processing time.

Schedule 8 Admin and Ancillary Approach

1. The provisions of this Schedule are subject at all times to any amendments required in order to comply with the requirements of the Lead Funder.
2. The Recipient must remain within the compliant A&A limit of 10% of capital spend by the end of the Grant Period, unless the below thresholds are met. Each financial year's A&A allocation (as set out in either Table 1 or Table 2 of Schedule 1) will be paid to the Recipient at the beginning of each financial year, unless agreed otherwise in accordance with this Schedule 8.
3. For the purposes of this paragraph 3 and paragraph 4 below, the term **Original Capital Allocation** refers to the Capital Allocation for the relevant financial year, as set out in Table 1 of Schedule 1 where the Recipient has not requested an altered A&A allocation for 2025/26, or as set out in Table 2 of Schedule 1 where the Recipient has requested an altered A&A allocation for financial year 2025/26. Each financial year, if the Recipient meets the below thresholds and the Funder is satisfied (in its absolute discretion) that the Recipient is performing its obligations in accordance with the terms of this agreement, a retained amount of funding (described in paragraph 4) (**Retained Amount**) may (in the Funder's absolute discretion) be released to be used as either A&A and/or capital spend. Recipients may contact the Funder to request that the Retained Amount is released and shall provide the Funder with such evidence as the Funder may reasonably require to demonstrate that the thresholds and all requirements of this agreement have been met prior to the release of the Retained Amount. The thresholds are:
 - At least 50% of Original Capital Allocation spent for that financial year (this can be invoiced but not yet paid)
 - At least an additional 30% of Original Capital Allocation for that financial year committed (this can be evidenced through batch approvals)
4. The Funder may consider alternative threshold approaches such as 60% of Original Capital Allocation spent and 20% of Original Capital Allocation committed and shall be entitled to apply alternative threshold approaches in its absolute discretion. Evidence of thresholds being met will be required through monthly reporting and batch submission data.
5. The retained funding that will be released is the difference between 10% of capital spend and 10% of total spend as calculated by the Funder. If the thresholds are met each financial year and retained funding is released, the Recipient will need to ensure their A&A spend remains within 10% of total project spend by the end of the Term (as opposed to 10% of capital spend.) Recipients can check their total spend against total project spend using the WHLG calculator (see further paragraph 6).
6. This approach mitigates the financial risk of clawback for Recipients in accordance with clause 16.1.17 if capital delivery does not meet projected targets. However, Recipients should be aware that taking this approach does not limit the right of the Funder to clawback such proportion of the A&A spend as may exceed 10% of total project spend by the end of the Term. A calculator, which is embedded in Schedule 8 (**WHLG Calculator**), has been provided to the Recipient to calculate the funding amount that is retained each financial year.

7. Recipients have the option in financial year 2025/26 to increase the proportion of A&A paid to them. This would reduce the proportion of A&A available to spend in later years. The limit to this is up to 25% of the Recipient's total scheme A&A. If Recipients' wish to be paid an increased A&A amount in FY2025/26 they must let the Funder know prior to signing the Grant Funding Agreement. If The Recipient is requesting an adjusted A&A % this should be set out in Table 2 of Schedule 1.
8. The total funding allocated to each financial year remains the same even if an increased proportion of total A&A is requested in FY25/26. This will result in a reduced proportion of total capital allocation being available in FY25/26 and a reduced A&A allocation in later years but across the scheme the total capital and A&A allocations will remain the same. Recipients should be aware that the requirement to keep A&A spend within 10% of total capital spend (or 10% of total project spend where paragraph 4 applies) remains if the option to receive an increased proportion of A&A spend is exercised.
9. If the Recipient requests an increased A&A in FY25/26 but later decides this is not required, this can be transferred across to capital allocation within FY25/26 upon a Project Change Request that the Funder will submit to and require approval from the Lead Funder before the Recipient can transfer funds between A&A and capital allocation.
10. If the Recipient requests an increased A&A in FY25/26 this will be paid after the initial 10% A&A, once the Funder has received these funds from the Lead Funder.



WHLG Calculator.xlsx

Schedule 9 Template NDA

Schedule 9 to this agreement comprises of the file entitled “FINAL Non Disclosure Agreement – MNZH Version” containing the Template NDA which is embedded in the word version of this document.



FINAL Non
Disclosure Agreement

EXECUTED as a DEED

by the affixing of the COMMON SEAL of

NOTTINGHAM CITY COUNCIL

in the presence of:

.....

Authorised Signatory

.....

Name

EXECUTED as a DEED

by the **[NAME OF RECIPIENT]**

**[Local Authority Recipients to insert their
preferred execution/sealing block]**



**Corporate Policy &
Resources Committee**

**Thursday, 25 September
2025**

**Subject: Recommendation from JSCC: Telephone Call and Screen
Recording Policy**

Report by:	Director of Change Management, ICT & Regulatory Services
Contact Officer:	Lyn Marlow Customer Strategy and Services Manager lyn.marlow@west-lindsey.gov.uk
Purpose / Summary:	To provide an update on the existing policy following the implementation of screen recording and changes in legislation

RECOMMENDATION(S):

- a) That the Corporate Policy and Resources Committee accept the recommendation from JSCC and the updated Telephone Call and Screen Recording Policy and appendices within this report be **approved**, to provide the right guidance to employees and customers regarding this matter.
- b) That any future minor housekeeping amendments be delegated to the Director of Change, ICT and Regulatory Services in consultation with the Chairs of the Joint Staff Consultative and Corporate Policy and Resources Committees.

IMPLICATIONS

Legal: The internal procedure and external policy ensures we comply with all legal requirements regarding call and screen recording and any relevant Data Protection and Payment Card Industry (PCI) compliance matters as detailed below:

- The Regulation of Investigatory Powers Act 2000
- The Telecommunications (Lawful Business Practice) (Inception of Communications Regulations) 2000
- The Telecommunications (Data Protection and Privacy) Regulations 1999
- Payment Card Industry Data Security Standards (PCI DSS)
- UK General Data Protection Regulation
- Data Protection Act
- The Human Rights Act 1998

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

Financial : FIN/58/26/CPR/SL

There are no financial implications arising from this report.

(N.B.) All committee reports **MUST** have a Fin Ref

Staffing :

(N.B.) Not required as no change to establishment because of this report

Equality and Diversity including Human Rights : Telephone call and screen recording will ensure that customers and officers operating within the Genesys CX Platform are treated fairly as these recording will provide evidence of any inappropriate behaviour or mishandling of customer data.

Data Protection Implications: Data Protection implications have been considered in conjunction with the Data Protection Officer. A Data Protection Impact Assessment (DPIA) has been produced for the Genesys CX Platform which will continue to be reviewed annually as a minimum.

We have identified legitimate legal bases for processing personal data for the purpose of screen and telephone call recording. Retention periods have been defined.

Privacy notices have been updated so customers are provided with the privacy information required by GDPR and are directed to this via a recorded message whenever making a call to our Genesys CX Platform.

Users of the Genesys CX Platform have had specific training on recognising and reporting data protection breaches.

We are aware we may record sensitive personal data, and this must be treated with due care, as it presents more risk than general personal data. Officers are aware that recordings, they feature in, could be requested by the customer as part of a subject access request, although due to sensitive information about our IT systems, screen recording will not be released to Customers.

ICT have confirmed relevant technical security is in place and only relevant officers are provided with access to the Genesys CX telephone call and screen recording system.

Telephone Call recordings are set to auto delete at 6 months and screen recordings at 3 months. To prevent auto delete a request must be submitted (see appendix 2)

A process for accessing Telephone call and screen recordings is at Appendix 2.

Climate Related Risks and Opportunities: None

Section 17 Crime and Disorder Considerations: None

Health Implications: None

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

<https://itshared.sharepoint.com/sites/Minerva/SitePages/Unacceptable-Customer-Behaviour-policy-upd>

<https://democracy.west-lindsey.gov.uk/mgAi.aspx?ID=23528>

<https://www.west-lindsey.gov.uk/council-democracy/have-your-say/customer-experience/customer-experience-strategy-may-2024>

Risk Assessment :

There are risks associated with recording of customer contact, risks are managed, and the benefits of recording customer contact outweigh those potential risks.

A customer can request to see the information the Council holds about them via a Subject Access request (SAR), excluding screen recording. (See Data Protection Implications above)

The benefits of recording customer contact enables the council to;

1. Protect Customers against staff misuse/mishandling their data
2. Use the recordings as part of a formal complaint, data breach investigation, staff retraining or disciplinary (in cases of misconduct).
3. Continued coaching and development, using recordings as a means of enhancing the skills of our staff.
4. Undertaking performance management reviews as part of ongoing staff coaching and development in line with our Customer Experience Strategy.
6. The monitoring of our systems to improve the customers experience in line with our Customer Experience Strategy
7. Capturing error messages during system outages and issues
8. Transition to new software changes and future phases of the delivery of the Genesys CX Contact Centre
9. Checking compliance with our regulatory responsibilities
10. Where there is a health and safety concern that will impact staff/visitors/customers

Call in and Urgency:

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

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

Yes

☐

No

☐

Key Decision:

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

Yes

☐

No

☐

1 Introduction

- 1.1 The Council's Telephone Call Recording procedure and policy has been in place since 2009, with updates occurring when Contact Centre software changes were introduced and applied, or for legislation and compliance requirements.
- 1.2 Due to improvements in Contact Centre technology, part of the standard software package is that the platform records both telephone calls and officer screen activity, whilst handling a customer telephone call.
- 1.3 Following the recent installation of our new Contact Centre technology to the Genesys CX Platform, it is appropriate to review and update the Telephone Call Recording procedure and policy, to also include screen recording and update any legislative changes. The software allows for officer screen recordings to take place, which is optional and controlled by the Council, while telephone call recording is mandatory and already in use at WLDC.
- 1.4 Due to the volume and varied contact to the teams using the Genesys CX Platform, it is beneficial to enable screen recording to:
 - I. Protect Customers against staff misuse/mishandling their data
 - II. Use the recordings as part of a formal complaint, data breach investigation or staff disciplinary, these recordings may be retained for longer than 6 months to aid the investigation.
 - III. Continued coaching and development, using recordings as a means of enhancing the skills of our staff.
 - IV. Undertaking performance management reviews as part of staff ongoing coaching and development in line with our Customer Experience Strategy.
 - V. The monitoring of our systems to improve the customers experience in line with our Customer Experience Strategy
 - VI. Capturing error messages during system outages/issues
 - VII. Transition to new software changes and future phases of the delivery of the Genesys CX Platform.
 - VIII. Checking compliance with our regulatory responsibilities
 - IX. Where there is a health and safety concern that will impact staff/visitors/customers

(NB: Currently it is not proposed to use screen recording in Revenues and Benefits as we need to ensure that screen recording complies with our Memorandum of Understanding agreement with the DWP)

2. Telephone Call and Screen Recording Policy

- 2.1 The Telephone Call and Screen Recording Policy will ensure:
 - I. All recordings will be stored securely within the Council's Data Centre with additional protections, using a range of encryption methods, to protect those recordings.

- II. All recordings will be processed in accordance with the UK General Data Protection Regulation (UK GDPR).
- III. Customers can request the deletion of their data if it is not relevant to any ongoing investigations. To do this the customer needs to make a request to the Data Protection Officer by emailing dpo@west-lindsey.gov.uk
- IV. Customers can request access to their call recordings, by submitting a SAR with their telephone number, date, and time of the call, to the Data Protection Officer by emailing dpo@west-lindsey.gov.uk
- V. Customers are notified about recording via our website and during the initial call greeting along with details on how to access our Privacy Policy which refers to how their data is stored and used.
- VI. All WLDC Genesys CX Platform users will receive guidance on this policy and procedures (see appendices) and their responsibilities regarding recording.
- VII. Any incidents involving the misuse of recordings will be reported to the Data Protection Officer immediately via our Data Breach procedures.

3. Telephone Calls

3.1 All calls made from or received into the Customer Services Team and the Revenues and Benefits Teams will be recorded, without exception. When a call is transferred outside of these teams, recording of the call ceases. The recordings will only be used for the purposes set out in this policy.

3.2 Recordings will be held securely and only accessible to authorised managers and supervisors and are retained for no longer than 6 months, these are then automatically deleted by the system. Call recordings may be kept longer than this as outlined in 1.4 (I to IX)

4. Screen Recording

4.1 Screen recordings will be kept for 3 months and then automatically deleted. Recordings may be kept longer than this as outlined in 1.4 (I to IX)

4.2 Screen recording will be held securely and only accessible by authorised managers and supervisors. The screen recording option will be reviewed at the end of 2025/6 to establish its usefulness.

4.3 Screen recording commences when a telephone call is answered and continues throughout the wrap up/administrative period. Recording ends when the officer's status changes from "wrap up" to "ready".

5. Legal Considerations

5.1 All recordings will be used fairly, and we will comply with the requirements of relevant legislation, including:

- I. The Regulation of Investigatory Powers Act 2000
- II. The Telecommunications (Lawful Business Practice) (Inception of Communications Regulations) 2000
- III. The Telecommunications (Data Protection and Privacy) Regulations 1999
- IV. Payment Card Industry Data Security Standards (PCI DSS)
- V. UK General Data Protection Regulation
- VI. Data Protection Act
- VII. The Human Rights Act 1998

6. The Scope

6.1 All telephone calls made from or received into the Genesys CX Platform will be recorded. Only the Customer Services Team will undertake screen recording, unless advised otherwise, as part of a pilot to establish its usefulness.

6.2 Normally, all telephone calls and screen recordings will not be retrieved or monitored unless required for the purposes as listed above in section 1.4

6.3 This policy will be produced in the WLDC agreed format and will be reviewed annually or sooner for any legislative changes including GDPR.

6.4 The Appendices have been created in a user-friendly format for use by staff and customers as required.

Appendix One - Telephone Call and Screen Recording Procedure

Document Control			
Organisation		West Lindsey District Council	
Title		Telephone Call and Screen Recording Procedure	
Version		1.2	
Author		Lyn Marlow, Customer Strategy and Services Lead	
Filename		Telephone Call and Screen Recording Procedure	
Subject		Management of information	
Next Review Date		March 2026	
Revision History/date	Reviser	Previous version	Description of revision
2019	Lyn Marlow	2009	Amended job titles
July 2025	Lyn Marlow	2019	Included Screen Recording to this procedure. Review of this new procedure at Management Team, JSCC and for the policy/procedures to be adopted at CP&R

Telephone Call and Screen Recording Procedure

1: Purpose

- 1.1 The purpose of this procedure is to govern Call and Screen Recordings within West Lindsey District Council, and how access to and use of those recordings is managed.
- 1.2 The implementation of Call and Screen Recording supports effective coaching, training and performance monitoring. It supports the delivery of excellent customer services, across high contact teams, to enable the Council to deal efficiently with internal or external complaints, investigations, implementation of

the Customer Experience Strategy and continued delivery of excellent customer service.

2: Scope

- 2.1 The procedure aims to minimise intrusion by restricting access to and use of recordings being limited to specified purposes only.
- 2.2 This procedure outlines:
 - a) Recorded information
 - b) Purposes of Call & Screen Recording
 - c) Access and availability
 - d) Information Security (GDPR)
 - e) Monitoring and review

3: Recorded Information

- 3.1 All contact received via Genesys CX Platform will be recorded, stored securely for up to 6 months for telephone calls and 3 months for screen recordings and will then be automatically deleted, unless highlighted for the purposes of an investigation.
- 3.2 Calls currently included in the call recording scope are for the following services:
 - a) Customer Services
 - b) Revenues
 - c) Benefits
- 3.3 Calls transfer to the back office that are received by the Genesys CX Platform will cease recording upon transfer.
- 3.4 Call recording will apply to outgoing and incoming calls via the Genesys CX Platform.
- 3.5 Calls and screen recording, where the customer is making a payment will be subject to a mid-call solution to comply with Payment Card Industry Security Standards (PCI-DSS), ensuring that the Council will not hold any credit/debit card data and staff do not have access to customer credit/debit card details.

4: Purposes of recording

- 4.1 The purpose of call and screen recordings is to provide an exact record of the contact as set out below:
 - a) Protect Customers against staff misuse or mishandling their data
 - b) Use the recordings as part of a formal complaint, data breach investigation or staff disciplinary, this may result in these recording being retained for longer than 6 months to aid the investigation.

- c) Continued coaching and development, using recordings as a means of enhancing the skills of our staff.
 - d) Undertaking performance management reviews as part of staff ongoing coaching and development in line with improving our customer experience when dealing with the Council.
 - e) The monitoring of our systems to improve the customers experience in line with our Customer Experience Strategy
 - f) Capturing error messages during system outages and issues
 - g) Transition to new software changes and future phases of the delivery of the Genesys CX Platform
 - h) Checking compliance with our regulatory responsibilities
 - i) Where there is a health and safety concern that will impact staff, visitors or customers
- 4.2 Recordings may also provide evidence for crime prevention, although this is not the primary purpose of the recordings. We will, where requested, co-operate with any police investigation which may include providing access to recordings.

5: Internal access and availability

- 5.1 Access to recordings will be carefully controlled in accordance with UK GDPR requirements.
- 5.2 Only those with the appropriate authority can access recordings. (See Appendix 2)
- 5.3 Access to recordings may happen for several reasons. We anticipate the main reasons will be as outlined in 4.1 above.
- 5.4 The Managers and Supervisors of Genesys CX Platform users routinely review telephone calls and where accessible, screen recordings to undertake performance monitoring of staff. An audit trail exists for these recordings that are accessed.
- 5.5 Recordings will also be viewed where a complaint, a GDPR, HR or a criminal investigation is underway or where the Business Team are carrying out system admin functions that require a review of recordings.
- 5.6 Recordings may be downloaded if required as part of evidence in an appeal, hearing or employment tribunal, these recordings will be sent via email as an audio file attachment. (See Appendix 2)
- 5.7 Authorisation to review recording will be granted in accordance with the attached process (See Appendix 2)

6. GDPR

- 6.1 A Data Protection Impact Assessment (DPIA) has been carried out in conjunction with the Council's Data Protection Officer in June 2024 and was

reviewed in January 2025, the next review will be January 2026 unless legislation changes.

- 6.2 Recordings constitute the personal data of the caller and the officer dealing with the customer. Therefore, they will be managed in such a way that the rights of the data subject (callers and officers) can be fulfilled, and all obligations of the data controller (WLDC) are observed, as per our data protection policy.
- 6.3 Every caller who telephones 01427 676 676 will be notified that the call may be recorded and why, before the conversation commences. This is done through a pre-recorded message within the council's telephone welcome message before a connection is made to an officer. Details of call recording and the Council's GDPR requirements are also available on our website
- 6.4 Call Recordings will be retained for 6 months and screen recording for 3 months and then automatically deleted by the Genesys CX system in accordance with GDPR.
- 6.5 Recordings may be retained beyond 6 months under the following circumstances:
 - a) Where a formal complaint, data breach investigation or staff disciplinary is underway.
 - b) Where a compliance audit or check regarding our regulatory responsibilities is underway.
 - c) There is an ongoing health and safety, cyber-attack or criminal investigation.
- 6.6 Staff need to be aware that customers have the right to request access to recordings of their own calls, via the council's subject access request procedures.
- 6.7 Recording will be located by the customer's telephone number, date and time of the call and the officer's identity
- 6.8 Recordings will generally be emailed to customers. Exceptions to this will be reviewed as they occur.
- 6.9 Screen recordings are not available to customers due to the sensitive nature of our IT systems, which are captured during screen recording.

Appendix Two – Process for accessing recordings

Document Control			
Organisation		West Lindsey District Council	
Title		Accessing Telephone Call & Screen Recording Process	
Version		1.2	
Author		Lyn Marlow, Customer Strategy and Services Lead	
Filename		Accessing Call and Screen Recording Process	
Subject		Management of information	
Next Review Date		March 2026	
Revision History/date	Reviser	Previous version	Description of revision
2019	Lyn Marlow	2009	Amended job titles
June 2025	Lyn Marlow	2019	Included Screen Recording Review of procedure at Management Team, JSCC and policy/procedure adoption at CPnR

Accessing Call & Screen Recording Process

1. Accessing Call Recordings (Internally)

- 1.1 Any designated manager or supervisor of the Genesys CX Platform can routinely access call recordings of staff for coaching, training and monitoring purposes. The system provides an audit trail of who accessed which recordings and if downloaded.
- 1.2 All officers who received telephone calls via the Genesys CX Platform may wish to access recordings they have been involved in and can do this by

speaking with their line manager/supervisor. These recordings are not downloaded. If a download is required, then a formal request must be made via the form on Minerva detailing the following:

- a) number the customer rang from
- b) date and time of the call
- c) reason for the request, for example SAR, complaint investigation, coaching of staff and inappropriate behaviour of a customer

- 1.3 A file of the recording will be sent to the requester by email.
- 1.4 It is the requester's responsibility to delete any call recordings requested once the investigation/coaching etc is complete and if retained must be deleted within 6 months unless needed for an ongoing investigation. Recordings will be deleted once any investigation has been satisfactorily closed.
- 1.5 Calls are deleted automatically by the Genesys CX Platform, once they hit 6 months old, unless flagged for retention. Once deleted, recordings cannot be retrieved.
- 1.6 To request a call(s) to **not be deleted**, please submit a request via Minerva detailing the following:
 - a) Number the customer rang from
 - b) Date and time of the call
 - c) Reason for the request, for example SAR, Complaint, investigation or inappropriate behaviour of customer
 - d) New date for deletion

2. Accessing Call Recordings (by customers)

- 2.1 Customers can request access to call recordings by completing a Subject Access request (SAR), to include:
 - a) Number the customer rang from
 - b) Date and time of the call (or a date range if more than one call recording to/from the telephone number is required)
 - c) Once the SAR is validated, the Data Protection Officer will complete the Minerva form to retrieve the relevant call recordings

3. Accessing screen recordings

- 3.1 Screen recording **will not be** provided to customers due to the sensitive nature of technical data held on the recordings.
- 3.2 Any designated Contact Centre Manager/Supervisor can routinely access screen recordings of staff for coaching, training and monitoring purposes. The

system holds an audit trail of who accessed which recordings and whether the recording was downloaded.

- 3.3 Screen recordings will be deleted automatically after 3 months, by the Genesys CX Platform.
- 3.4 To request a downloaded screen recording submit a Minerva request detailing the following:
 - a) Date and Time
 - b) User details
 - c) Reason for needing the screen recording
- 3.5 To request a screen recording to **not** be deleted submit a Minerva request detailing the following:
 - a) Date and Time
 - b) User details
 - c) Reasons for needing the screen recording
 - d) New date for deletion

Appendix Three – External Procedure for Customer requesting telephone call recordings

Document Control			
Organisation		West Lindsey District Council	
Title		Accessing Telephone Call Recording Process - External	
Version		1.2	
Author		Lyn Marlow, Customer Strategy and Services Lead	
Filename		Accessing Call Recording Process - External	
Subject		Management of information	
Next Review Date		March 2026	
Revision History/date	Reviser	Previous version	Description of revision
2019	Lyn Marlow	2009	Amended job titles
June 2025	Lyn Marlow	2019	Review of Internal procedure/Policy at Management Team, JSCC and policy adoption at CPnR

1. Accessing call recording – External

- 1.1 Customers can request access to their call recordings, by submitting a Subject Access Request (SAR) to the Council verbally or in writing. They can also email to the Data Protection Officer (DPO) dpo@west-lindsey.gov.uk
- 1.2 When submitting your request please help us to locate the relevant recording(s) by providing the following:
 - a) The Telephone number from which you made the call
 - b) Date and time of your call(s)
 - c) Your Name and Address

- d) Please note recordings are only available for 6 months from the date the call was made. See 1.7 and 1.8 below.
- 1.3 Customers may also request deletion of their data under UK GDPR, provided it is not relevant to any ongoing investigations. Requests can be made verbally, in writing or by emailing dpo@west-lindsey.gov.uk
- 1.4 Customers are notified about recording via our website and during the initial call greeting along with details of how to view our Privacy Policy which refers to how customers' data is stored and used. See also www.west-lindsey.gov.uk/privacynotices
- 1.5 All recordings are stored securely within the Council's Data Centre with additional protections, using a range of encryption methods, to protect those recordings.
- 1.6 All recordings are processed in accordance with the UK General Data Protection Regulation and the Data Protection Act.
- 1.7 Recordings are held for no longer than 6 months. After this period, they are automatically deleted by the system.
- 1.8 Once deleted, call recordings cannot be retrieved from the system.
- 1.9 Call recordings may be kept longer if an investigation is underway due to a customer complaint.
- 1.10 When requested, call recordings will be provided to the police to assist in a police investigation in accordance with data protection legislation.



**Corporate Policy and
Resources**

**Thursday, 25 September
2025**

Subject: Local Government Reorganisation (LGR)

Report by:

Chief Executive

Contact Officer:

Rachael Hughes
Head of Policy and Strategy

rachael.hughes@west-lindsey.gov.uk

Purpose / Summary:

To request funding to support the Council's role
in Local Government Reorganisation

RECOMMENDATION(S):

- **Notes the matters set out within this report, specifically acknowledging both the opportunities and challenges that Local Government Reorganisation presents.**
- **Members approve £150,000 from the Project Investment Reserve to support the Council's on-going work in relation to preparing the organisation for Local Government Reorganisation.**

IMPLICATIONS

Legal:

On 16th December 2024, the Secretary of State for Housing, Communities and Local Government presented the English Devolution White Paper to Parliament. The overarching intention of the White Paper is for Devolution to become the universal position across England, accompanied by a large-scale, England wide programme of Local Government Reorganisation (LGR). In respect of Devolution, a Mayoral Combined County Authority (MCCA) has already been established in Greater Lincolnshire, with a new Mayor elected in May 2025. The focus of this paper is purely on the Local Government Reorganisation element of the White Paper.

In respect of LGR, the White Paper sets out the intention to facilitate a programme of reorganisation for all two-tier areas in England, and for unitary councils where there is evidence of failure or where the size or boundary may be hindering their ability to deliver sustainable and high-quality public services.

The legal framework for unitarisation is provided by the Local Government and Public Involvement in Health Act 2007. Under the legislation, the Secretary of State may invite a principal authority to propose single tier local government arrangements and then consult upon these proposals before making a decision under this legislation.

The Local Government and Public Involvement in Health Act 2007, sets out the various different options for restructuring that can be put forward. The options as drafted in the Act does not currently include a scenario where two existing unitary councils, like North and North East Lincolnshire Councils may be merged together in isolation. This means that currently any proposal that suggests this must instead leave those two councils as separate unitaries.

Any proposal which suggests an existing unitary council merges with a district council is permissible under the current operating legislation and therefore can remain unchanged.

However, some of the proposals previously being promoted by Lincolnshire Councils included proposals to merge the two unitary councils in North Lincolnshire and North-East Lincolnshire. To reflect the legal stipulation of the Local Government and Public Involvement in Health Act 2007, these proposals have had to be amended which has resulted in an increase in the number of unitary councils being proposed for Greater Lincolnshire.

Following the publication of the White Paper, on 5th February 2025, the Minister for Local Government and English Devolution issued a statutory invitation to Council Leaders in two-tier areas inviting them to develop proposals for reorganisation. The Council submitted its interim proposal on 21st March 2025, with initial feedback received via a government letter to Lincolnshire Leaders on 3rd June. Any final proposals must be submitted by 28th November 2025.

A period of statutory consultation will follow during the Spring/Summer 2026, prior to a ministerial decision on the future unitary council coverage across Greater Lincolnshire.

On current government timelines, it is expected that new unitary authorities in Greater Lincolnshire will become operational on 1st April 2028, known as Vesting Day. Elections to the new Shadow Authority are expected to take place in May 2027.

Financial : FIN/66/26/CPR/SL

On the 7th July 2025 Council acknowledged that there are resource implications as a result of LGR both in the short and longer term. Due to the scale of evidence, resource and financial implications had not at that time been fully developed and as such it was acknowledged that a sum of up to £50,000 can be drawn down through existing delegation from reserves or contingencies to support and facilitate the Council's involvement during the summer.

A commitment to bring a further paper to Corporate Policy and Resources Committee on 25th September was made.

This paper provides further updates on LGR, resource and financial implications of developing the Council's position in relation to the Governments ambitions for LGR and the implications on West Lindsey of the various proposals being drawn up by other Local Authorities across Greater Lincolnshire.

It is considered that due to the extent and specialist nature of the ongoing work required that a further £100,000, **a total of £150,000**, be approved, with delegated authority to spend on activities relating to LGR, up to the decision by ministers on the final geography.

It is proposed to fund the allocation of £150,000 from the Project Investment Reserve.

It is anticipated that following the decision by Government on the final geography of Greater Lincolnshire that a further paper on broader financial implications in relation to supporting the transformation and transition arrangements into a new unitary Council will be required.

Staffing :

LGR is a new priority workstream for all Councils undergoing LGR which will, by its nature, put pressure on the capacity and resources of some corporate and other service areas who will be required to respond to the different elements of the LGR process. At West Lindsey, this includes, but is not limited to, input from the Policy & Strategy Team, Finance Team, People Services, Change, Performance and Programmes Team, Communications Team, and Senior Management Team.

Whilst the initial allowance of up to £50,000 provides support to enable some work to be carried out over the summer to deliver a position for the Final Submission date of 28th November 2025. Following that date there will be more significant implications for the Council's own resources to facilitate and enable to transition into a new unitary Council.

This will need to be considered as part of the broader staffing structure and considered in a future paper.

However, by approving a fund of £150,000 for the purposes of facilitating the LGR workstream, this allows consultants to continue to support existing staff and mitigates the impact the Council's ability to continue to deliver priorities.

Council staff are being kept informed of key developments relating to LGR via a dedicated page on the Council's intranet, through weekly staff messages, and all staff updates as required. This will continue throughout the next stages of the indicative LGR timeline.

Equality and Diversity including Human Rights :

High-level consideration has been given to Equality, Diversity and Human Rights implications and more detailed considerations will be undertaken over the course of this work, as part of the Council's options appraisal of the final proposals that are in development.

Data Protection Implications :

Effective collaboration through the development of shared assumptions and datasets is a key requirement within the government's assessment criteria. It is therefore expected that councils will openly and effectively share data and information, with government prepared to intervene where this is not the case.

In Greater Lincolnshire, a shared data agreement is in place, facilitated through a secure shared data portal where individual councils can upload their data and information. Much of this is open-source data, however, the data sharing agreement includes provisions to safeguard and ensure handling of data is GDPR compliant and that high standards of data management are adhered to at all times.

A shared financial and demand baseline is also in development which will allow all bids put forward on behalf of Greater Lincolnshire to be based on the same principles, and allowing for alternative forecasting and assumptions to be tested in support of the variety of models being developed.

Climate Related Risks and Opportunities :

None arising from this report.

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:

[English Devolution White Paper 2024](#)

[Statutory Invitation from the Minister for Local Government & English Devolution to Greater Lincolnshire Council Leaders - 05.02.2025.](#)

[Local Government Boundary Commission for England LGR FAQs](#)

[MHCLG: Summary of Feedback on Interim Plans - 03.06.2025](#)

[WLDC LGR Update Paper to Full Council - 07.07.2025](#)

[WLDC LGR Update Paper to Full Council 08.09.2025](#)

Risk Assessment :

The Government has stated its intention to reorganise all two-tier local authority areas within this Parliament.

Within the criteria, Government has been clear that Councils should work together to develop a single proposal for the area. It is therefore important that all Councils engage in the process to ensure their area is appropriately represented in discussions and decisions.

Not engaging in the discussions creates a risk that any future decisions regarding local government structures in Greater Lincolnshire do not represent the best interests of West Lindsey.

Likewise, not developing a clear position on LGR, including priorities, opportunities and challenges risks West Lindsey's interests not being properly considered during the programme of LGR and reduces the Council's scope of influence across Greater Lincolnshire.

These risks are mitigated by the Council continuing to proactively prepare their position, integrate LGR into day-to-day business and by engaging with competent and experienced consultants who are able to provide advice and resource to respond effectively to the various stages of LGR.

Equally, the Council also undertakes regular and consistent engagement in LGR discussions at the local, regional and national level by both members and senior officers.

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

☐

Executive Summary

In publishing the English Devolution White Paper 2024, the Government set out its intention to redraw the Local Government landscape in England via an enhanced programme of devolution, and the reorganisation of all remaining two-tier local government areas in England. Such change, if delivered, represents the largest reform of the Local Government sector since 1974.

This paper provides an overview on activity over the summer, building on that reported to Council on 07th July and 08th September 2025, in relation to Local Government Reorganisation, specifically the development of key materials and evidence which has been used by the Council to undertake 'Supportive Engagement' with all Greater Lincolnshire authorities.

The paper also provides a forward look at activities required to be undertaken by the Council in preparation for LGR following the Final Submission date in November, the statutory consultation and subsequent decision by Government in early to mid-Spring and beyond to transition and vesting day of the new authority(s).

In acknowledging the scale, complexity, and evolving nature of work related to the LGR programme, it is essential for West Lindsey to stay actively involved, both to meet government requirements and advocate for district interests. This paper requests approval for a budget to support these efforts and achieve the best outcomes for West Lindsey residents after the new unitary authority(s) Vesting Day.

It is considered that due to the extent and specialist nature of the ongoing work required that a total of £150,000, be approved, with delegated authority to spend on activities relating to LGR, up to the decision by ministers on the final geography.

This would consist of a sum of up to £50,000 which can be drawn down through existing delegation, as detailed in the Council report on LGR on 07th July and a further £100,000 from the Project Investment Reserve.

Updates on the work being undertaken and activity against spend will be reported to Council as part of the on-going decision-making process relating to wider LGR programme of work and timeframes established by Government.

1 Introduction

- 1.1 In publishing the English Devolution White Paper 2024, the Government set out its intention to redraw the Local Government landscape in England via an enhanced programme of devolution, and the reorganisation of all remaining two-tier local government areas in England. Such change, if delivered, represents the largest reform of the Local Government sector since 1974.
- 1.2 This paper provides an update on activity over the summer in relation to Local Government Reorganisation, specifically the development of key materials and evidence which has been used by the Council to undertake 'Supportive Engagement' with all Greater Lincolnshire authorities.
- 1.3 The paper also provides a forward look at activities required to be undertaken by the Council in preparation for LGR following the Final Submission date in November, the statutory consultation and subsequent decision by Government in early to mid-Spring and beyond to transition and vesting day of the new authority(s).

2 Background

- 2.1 Following the Statutory Invitation, appendix 1, issued on 5th February 2025, the Minister for Local Government and English Devolution ("the Minister"), Jim McMahon OBE MP wrote to all council Leaders in remaining two-tier areas formally inviting the submission of proposals for LGR.
- 2.2 The letter set out the process for LGR and a series of milestones for key activities to ensure that the timelines for reorganisation would be met, as can be seen in Fig. 1 below.

Fig. 1 LGR timelines for reorganisation



- 2.3 In acknowledging that LGR represents the largest reform of the Local Government sector since 1974, the Council, has worked with consultants to support the development of our response to Government requirements with the focus of ensuring that the outcome of LGR meets the needs of West Lindsey residents, businesses and stakeholders.

3 Activity to Date

- 3.1 In line with the Statutory Invitation and timelines set out by Government, Council have considered the requirements and implications of LGR at three Council meetings this year.
- 3.2 At Council on 18th March, prior to the Interim Submission deadline of 21st March Council considered the data and information presented to them which considered 6 options for LGR across Greater Lincolnshire.
- 3.3 Each option was supported by a comprehensive assessment of data and strategic fit of West Lindsey priorities.
- 3.4 At that meeting Council resolved the following and an Interim Submission which detailed all 6 options was submitted to Government.
 - a. the matters set out in the report be noted, and further updates in respect of Local Government Reorganisation be received in due course; and
 - b. the options included as Appendix A be submitted to Government by 21 March 2025 as the Council's interim position on LGR, noting the preferences detailed in the above debate; and
 - c. the requirement by government for councils to work together be noted and work with other Greater Lincolnshire councils to develop proposals for Local Government Reorganisation be agreed; and
 - d. officers be supported and provided with further direction for further development of proposals for Local Government Reorganisation, with referral back to Council for any decisions required in accordance with the timeline set out by Government.
- 3.5 Following the submission and in acknowledgement of Council resolution officers continued to work on LGR, working with Greater Lincolnshire Councils, formalising relationships in relation to this workstream and sharing data and information.
- 3.6 Government provided feedback on the Interim Submissions made by Greater Lincolnshire authorities on 03rd June. The feedback provided set out 6 guiding principles for the Final Submission for LGR proposals on 28 November 2025. These guiding principles are summarised as follows:

1. Collaboration and Evidence Base

- The Government welcomes interim planning efforts and intentions for future joint working.
- Councils are encouraged to strengthen collaboration, particularly around data sharing, to support a robust shared evidence base.
- Final proposals should:
 - i. Use consistent assumptions and datasets.
 - ii. Clearly demonstrate how data supports proposed outcomes and aligns with assessment criteria.

- iii. Include an options appraisal to justify the preferred approach.

2. Proposal Structure and Coordination

- Each council may submit one Final Proposal with a clear single option and defined geography.
- Joint Final Proposals are encouraged to reduce duplication and resource strain.
- Proposals should aim to consolidate differing views into fewer, well-supported submissions.

3. Geographic Scope and Neighbouring Areas

- Acknowledge that some Interim Proposals included areas like Rutland, which lies outside the GLCCA invitation area.
- Confirms Councils may explore cross-boundary options but must:
 - i. Assess impacts on the entire neighbouring area.
 - ii. Engage and share data with affected councils.
 - iii. Reflect any cross-boundary support in both sets of proposals.

4. Population Considerations

- While a population of 500,000+ is a guiding principle, flexibility is allowed.
- All proposals should clearly justify their population rationale, whether above or below the guideline.

5. Boundary Changes

- Boundary changes are permissible with strong justification.
- Proposals must specify the proposed unitary area, using clear identifiers (e.g. parish/ward boundaries or maps).
- Councils may alternatively propose unitary structures using existing boundaries and request a Principal Area Boundary Review (PABR) later.

6. Implications for GLCCA

- Proposals should detail the governance implications for GLCCA and how each option supports local communities.
- Engagement with the new GLCCA Mayor is recommended.
- Proposals involving Rutland should explain the impact on GLCCA and Leicestershire proposals.

3.7 On 07th July, in the light of these guiding principles Council considered the options and next steps in engaging in LGR and ultimately were asked to make a decision on whether to make a Final Submission to government on LGR in November. Members considered 3 options:

1. 'No Engagement' *Do not submit a Final Proposal for LGR in Greater Lincolnshire and do not engage with the development of any other Final Business case's being developed by other authorities in Greater Lincolnshire.*

2. 'Supportive Engagement' *Work across all Final Proposals being developed for Greater Lincolnshire*
3. 'Directive Engagement & Full Submission' The Council develop its own Final Proposal and work up a full business case which accords with the requirements of the Governments criteria.

3.8 At the Council meeting, members resolved that:

- a. The matters set out in this report, including government feedback on the interim proposals submitted by councils in Greater Lincolnshire be noted;
- b. option two be approved as the Council's next course of action, this being to undertake 'Supportive Engagement' working across all Final Proposals being developed for Greater Lincolnshire, with further assessment and decision-making opportunities for members at a future Council meeting; and
- c. the financial and resource implications for the Council in preparing for LGR and the allocation of £50,000, which will be approved in line with financial procedure rules, and which will facilitate the initial preparation of data and evidence to enable the Council to engage effectively with the Final Proposals being worked on across Greater Lincolnshire be noted.

3.9 Following this resolution officers have continued to provide supportive engagement with all Greater Lincolnshire authorities over the course of the summer. As part of this supportive engagement officers have continued to work with consultants to develop the Councils position, hone the areas of influence and positioning.

3.10 A suite of materials are in development to support and promote the Councils position, both in relation to the Final Submission date in November but also beyond this point preparing for transition.

3.11 This includes data led assessment of emerging proposal being promoted across Greater Lincolnshire, development of place profiling and good practice case studies to promote the strengths and achievements of the Council.

3.12 At Corporate Policy and Resources Committee on 24th July, members considered the Budget Consultation and LGR Engagement proposals.

3.13 The Committee resolved that:

- a. the Budget Consultation process for 2025, be agreed; and
- b. b) the intention to run a public engagement exercise on Local Government Reorganisation alongside the 2025 Budget Consultation be noted.
- c. c) the Head of Paid Service be granted delegated authority to agree the final questions prior to launch, in accordance with the Committee's comments.

- 3.14 An overview of submissions to the LGR Engagement survey so far, was reported to Council on 08th September, with the questionnaire having closed on 15th September.
- 3.15 The full and final results will be used to inform the Councils next steps.

4 Next Steps

- 4.1 In acknowledging the close relationship between the Council's current and future priorities and LGR, as well as supporting the transition process, it is important that the Councils priorities are reviewed.
- 4.2 As resolved by Council on 08th September a review of the Corporate Plan was agreed. The Corporate Plan will, as previously, be driven by the priorities of members, which this time will also need to be considered through the lens of LGR.
- 4.3 Staff and member workshops have been taking place in September to explore member priorities within the context of LGR and Government Criteria and how these can be delivered in a financially sustainable way.
- 4.4 In acknowledging that whilst West Lindsey District Council may not be in existence from 01st April 2028, West Lindsey the place and the people certainly will. As such ensuring that priorities and delivery acknowledge this fact but also proactively respond to this.
- 4.5 As such the workshops have been designed to provide an opportunity to explore how the Council can bring together its priorities and assimilate that into its position in respect of LGR and the proposals that are in development, supported by case studies and a robust evidence base.
- 4.6 Establishing a direction of travel which continues the positive delivery to date but also ensures that delivering for West Lindsey the place beyond the life of the Council is a focus of these workshops.
- 4.7 A further update report to Council on LGR will be presented on 10th November. Submission of Final Proposals is 28th November 2025.
- 4.8 It was reported at Council on 08th September that there were currently six proposals being worked on across Greater Lincolnshire. An update from each Council developing a proposal was included in the report. Noting that some proposals were further developed in detail than others.
- 4.9 As shown in figure 1 in this report, whilst the submission deadline is a key milestone in the Government's LGR programme, it is still very early on the programme and much work is needed prior to that date to prepare for the transition to a unitary authority, which ever geography is successful.
- 4.10 Having a clear and data led understanding of what each of the Final Proposals submitted really means for the Council, understanding the

risks and the opportunities will help the Council formulate a position to submit as part of the Statutory Consultation period.

- 4.11 However, understanding this will also allow the Council to prepare robust transition plans, including understanding financial and resource implications, as well as continue to support our communities and businesses prepare for a new local government model in Greater Lincolnshire.
- 4.12 This work will provide stability for the people and the place that make West Lindsey unique and important in the Greater Lincolnshire context.
- 4.13 This work will continue up until the point that a Ministerial decision is made on the final geography. Once the decision on the final geography is made, the focus of the work will shift to implementation, focussing on service transition and transformation and risk management to name but a few activities.
- 4.14 As described at the beginning of this report, the scale and complexity of LGR as a programme of work is substantial. Whilst there are examples of unitarisation across the country, one of the established learning points is, that each area is different, and whilst certain principles may be applied, acknowledging and responding to the specific features and requirements of each area is fundamental.
- 4.15 For the Council to continue to represent West Lindsey's people and unique place effectively in Greater Lincolnshire's LGR journey it is requested that the committee approve a budget specifically for LGR.
- 4.16 This will be used to support the Council continue to actively engage in the LGR programme and respond to both the Governments requirements, but also ensure we are able to effectively promote the districts interest and ultimately deliver the best possible outcome for the resident of West Lindsey beyond the Vesting Day for the new unitary authority.
- 4.17 An initial amount of up to £50,000 was identified to enable works to be undertaken over the summer to facilitate the initial preparation of data and evidence to enable the Council to engage effectively with the Final Proposals.
- 4.18 However, it is considered that due to the extent and specialist nature of the ongoing work required that a further £100,000, in addition to the £50,000 be approved, with delegated authority to spend on activities relating to LGR, up to the decision by ministers on the final geography. It is proposed to fund the additional budget of £100,000 from the Project Investment Reserve – a total of £150,000.
- 4.19 In approving this funding, it ensures that the Council can continue to engage in the process to ensure West Lindsey is appropriately represented in discussions and decisions.

- 4.20 By not having the finances and resources available to actively engage in the discussions and develop evidence to support the Council's position creates a risk that any future decisions regarding local government structures in Greater Lincolnshire will not represent the best interests of West Lindsey.
- 4.21 Likewise, not developing a clear position on LGR, including priorities, opportunities and challenges risks West Lindsey's interests not being properly considered during the programme of LGR and reduces the Council's scope of influence across Greater Lincolnshire.
- 4.22 These risks are mitigated by the Council making available a fund which allows us to continue to proactively prepare a clear position on LGR, integrate this into day-to-day business and decision making and by engaging with competent and experienced consultants who are able to provide advice and resource to respond effectively to the various stages of LGR.
- 4.23 Updates on the work being undertaken and activity against spend will be reported to Council as part of the on-going decision -making process relating to wider LGR programme of work and timeframes established by Government.
- 4.24 The total cost of LGR in Lincolnshire remains unknown at this stage, however other Councils having gone through this process previously have needed to allocate funding in the region of £1.5million to facilitate the transition and integration required.
- 4.25 Therefore, as the process of LGR in Greater Lincolnshire progresses and further information and clarity is given, a future paper on finance and resources for LGR will be coming forward for members to consider.

Corporate Policy & Resources Committee Work Plan (as at 17 September 2025)

Purpose:

This report provides a summary of items 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
25 SEPTEMBER 2025				
25 Sep 2025	Review of banking facilities - Gainsborough and surrounding area	Claire Hill, Economic Growth Officer	Review of banking facilities available in Gainsborough and surrounding area and deliverability of a banking hub in Gainsborough, as per the motion to Council at the end of January 2025.	16 July 2025
25 Sep 2025	Telephone and Screen Recording Procedure & Policy	Lyn Marlow, Customer Strategy and Services Manager	To approve updated Telephone Recording Procedure & Policy to include Screen Recording for internal purposes and update current policy with line with replacement Contact Center and legislative amendments.	16 July 2025
25 Sep 2025	Local Government Reorganisation (LGR)	Rachael Hughes, Head of Policy and Strategy	Update on LGR work and finances	
25 Sep 2025	Warm Homes Local Grant	Sarah Elvin, Homes, Health & Wellbeing Team Manager	Update in Warm Homes Local Grant Financial Position	
25 Sep 2025	Changing Places	Amy Potts, Programme Manager	Report outlining options and officer recommendations for a Changing Places facility, following a decision taken at 12th June CP&R to allocate £100k funding to enable provision	

within the district.

25 Sep 2025	Building Control ICT Contract	Nova Roberts, Director of Change Management, ICT & Regulatory Services	Seek approval to award a contract to Civica Flare for the on going provision of the Building Control ICT system
25 Sep 2025	Establishment of West Lindsey Leisure Centre Task & Finish Group	Alan Bowley, Interim Director of Operational and Commercial Services	To agree the terms of reference and membership of the West Lindsey Leisure Centre Task and Finish member working group
25 Sep 2025	LGR Consultant Contract Award	Rachael Hughes, Head of Policy and Strategy	Paper seeking approval to issue a Contract to Mutual Ventures to provide consultancy support in relation to LGR
25 Sep 2025	Replacement of Guildhall Emergency Standby Generator	Sue Leversedge, Business Support Team Leader	Following routine testing of the Guildhall's Emergency standby generator it developed a fault and stopped working. A replacement is now required and due to the value is required to be added to the Council's Capital Programme.

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13 NOVEMBER 2025

22 Sep 2025	Gainsborough Health Provision	Amy Potts, Programme Manager	A report to outline existing GP provision in Gainsborough's scope, requirements and options, to form a business case working with the NHS Integrated Care Board (ICB) for a future working model	04 June 2025
13 Nov 2025	Levelling Up Fund Reconciliation	Sally Grindrod-Smith, Director Planning, Regeneration & Communities	Report to CP&R to demonstrate spend on the Thriving Gainsborough Levelling Up Fund Programme since 2021, and outline proposals for any budget remaining	04 June 2025
13 Nov 2025	Budget and Treasury Monitoring Qtr 2 25/26	Sue Leversedge,	This report sets out the revenue, capital	04 June 2025

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		Business Support Team Leader	and treasury management activity from 1st April 2025 to 30th September 2025.	
13 Nov 2025	Proposed Fees and Charges 26/27	Sue Leversedge, Business Support Team Leader	Proposed Fees and Charges to take effect from 1 April 2026.	04 June 2025
13 Nov 2025	Options Report: Review of Civic Transport Arrangements	Katie Storr, Democratic Services & Elections Team Manager	To present a detailed options appraisal for retention and use of the civic car, or alternative arrangements, following deferral of the paper presented to the Corporate Policy & Resources Committee in February 2025.	04 June 2025
13 Nov 2025	Implementation of a new Two Stage Complaints Process	Natalie Kostiuk, Customer Experience Officer	The Local Government and Social Care Ombudsman have issued a complaint handling code that recommends a two stage complaints process. They will be assessing local authorities against this new code from April 2026.	
13 Nov 2025	Garden Waste Subscription charge for 2026	Louise Deegan, Garden Waste & Fleet Co-ordinator	Corresponding Business Plan with recommendations for 2026 charges	

11 DECEMBER 2025

11 Dec 2025	Progress and Delivery Quarter Two (2025/26)	Claire Bailey, Change, Projects and Performance Officer, Darren Mellors, Performance & Programme Manager	Progress and Delivery Quarter Two (2025/26)	04 June 2025
11 Dec 2025	Council Debts for Write Off 2025/26	Alison McCulloch, Revenues Manager	Council Debts for Write Off 2025/26	04 June 2025
26 Jan 2026	Local Council Tax Support Scheme 2026/27	Angela Matthews, Benefits Manager, Alison McCulloch, Revenues Manager	Local Council Tax Support Scheme 2026/27	04 June 2025

15 JANUARY 2026

26 Jan 2026	WLDC Corporate Plan	Paul Burkinshaw, Chief Executive	This report presents, for adoption, the Council's new Corporate Plan	
12 FEBRUARY 2026				
12 Feb 2026	Budget and Treasury Monitoring Qtr. 3 2025/2026	Sue Leversedge, Business Support Team Leader	This report sets out the revenue, capital and treasury management activity from 1st April 2025 to 31st December 2025.	16 July 2025
12 Feb 2026	2026/27 Progress & Delivery Measure Set	Claire Bailey, Change, Projects and Performance Officer, Darren Mellors, Performance & Programme Manager	Recommendations for the 2025/26 Progress and Delivery measure set,	

Agenda Item 8a

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

Document is Restricted

Agenda Item 8c

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

Document is Restricted

Agenda Item 8d

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

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