

# Cheltenham Borough Council Cabinet

**Meeting date:** Tuesday, 17 December 2024

**Meeting time:** 6.00 pm

**Meeting venue:** Council Chamber - Municipal Offices

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## **Membership:**

Councillors Victoria Atherstone, Flo Clucas, Mike Collins, Iain Dobie, Rowena Hay, Martin Horwood, Peter Jeffries, Alisha Lewis and Izaak Tailford

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## **SECTION 1 : PROCEDURAL MATTERS**

### **1 Apologies**

### **2 Declarations of interest**

### **3 Minutes of the last meeting (Pages 5 - 20)**

### **4 Public and Member Questions and Petitions**

Questions must be received no later than 12 noon on the seventh working day before the date of the meeting

## **SECTION 2 :THE COUNCIL**

*There are no matters referred to the Cabinet by the Council on this occasion*

## **SECTION 3 : OVERVIEW AND SCRUTINY COMMITTEE**

*There are no matters referred to the Cabinet by the Overview and Scrutiny Committee on this occasion*

## **SECTION 4 : OTHER COMMITTEES**

*There are no matters referred to the Cabinet by other Committees on this occasion*

## **SECTION 5 : REPORTS FROM CABINET MEMBERS AND/OR OFFICERS**

### **5 Housing Revenue Account Revised Forecast 2024-25 and Interim Budget Proposals 2025-26 for consultation**

TO FOLLOW

### **6 General Fund Revenue & Capital - Interim Budget Proposals 2025-26 for consultation**

TO FOLLOW

### **7 Counter Fraud and Enforcement Unit Collaboration Agreement (Pages 21 - 54)**

### **8 First Homes Technical Advice Note (Pages 55 - 88)**

### **9 To approve CBC's Fencing, Hedgerow and Boundary Policy (Pages 89 - 114)**

**10 Approval for publication of this year's Infrastructure Funding Statement and CIL Rate Summary Statement (Pages 115 - 152)**

**SECTION 6 : BRIEFING SESSION**

- Leader and Cabinet Members

**11 Briefing from Cabinet Members**

**SECTION 7 : DECISIONS OF CABINET MEMBERS**

Member decisions taken since the last Cabinet meeting

**SECTION 8 : ANY OTHER ITEM(S) THAT THE LEADER DETERMINES TO BE URGENT AND REQUIRES A DECISION**

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# Cheltenham Borough Council

## Cabinet

## Minutes

**Meeting date:** 26 November 2024

**Meeting time:** 6.00 pm - 7.50 pm

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### **In attendance:**

#### **Councillors:**

Victoria Atherstone, Flo Clucas, Mike Collins, Iain Dobie, Rowena Hay, Martin Horwood, Peter Jeffries, Alisha Lewis and Izaak Tailford

#### **Also in attendance:**

Gareth Edmundson (Chief Executive), Gemma Bell (Director of Finance and Assets and Deputy S151 Officer) and Chris Gomm (Head of Development Management, Enforcement and Compliance)

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### **1 Apologies**

There were none.

### **2 Declarations of interest**

There were none.

### **3 Minutes of the last meeting**

Minutes of the Cabinet meetings held on 24 September and 08 October were approved unanimously as true records, and signed accordingly.

### **4 Public and Member Questions and Petitions**

No Member questions or petitions had been received.

There was one public question, as follows:

**1. Question from Ian Mason to Cabinet Member for Waste, Recycling and Public Realm, Councillor Izaak Tailford**

I am concerned that those who are doing the bulk collections for CBC are apparently not insured to enter our properties. The result of this is that tenants with long-term health conditions/disabilities are being expected to carry domestic appliances such as fridge freezers and washing machines down several flights of stairs prior to collection. This is something they have neither the equipment or the training to do safely and are therefore being put at risk of serious injury. My impression is that the service has been designed for people who live in houses, with kitchens at ground level, and that no thought or provision has been given to those many residents who live in flats, this includes not only the long-term sick and disabled, but the elderly and pregnant women who just happen to live on the 3<sup>rd</sup> floor.

**Cabinet Member response**

Thank you for the question. I understand the concern and I am personally very keen to make sure we do what we can to help residents living with disabilities and long-term health conditions.

The Council's kerbside bulky waste service is delivered by a third party, Reclaim. Collections are booked via the Council and passed on to Reclaim to deliver the service. Reclaim rarely go into people's properties (dwellings or gardens) because the current arrangement is for kerbside pick-up, just like most of our other waste and recycling services, and it is priced accordingly.

Having said this, in special circumstances and at no extra charge to the council, Reclaim have entered properties where a resident has needed extra assistance for example, where age, medical condition or disability prevents someone from depositing their items at the kerbside and where they are unable to call on anyone for assistance.

Reclaim's insurance does extend to such work, but it is not part of the standard service and most residents have friends or family or can help take items to the kerbside. Where this is genuinely not possible assistance can be provided but should be reserved only for those in real need of help.

The service is priced on a kerbside pick-up basis to keep prices as low as possible. Entry pick-ups take much longer to do and they are not as straight forward.

Some of the common issues found when collecting furniture donations for resale are listed below:

- customer absent and unable to gain entry;
- customers asks for safety boots to be removed;
- items require dismantling;
- items require disconnection from gas, water or electricity;

- items were in place before internal structures were altered, e.g. smaller doors or radiators installed that prevent exit with item;
- Lack of preparation by customer, including:
  - route out blocked by furniture or other things,
  - fridges and freezers not defrosted and/or containing food items
  - unfriendly dogs present.

We need to keep number of Entry pick-ups as low as we can, to ensure the overall pricing of the service can remain as low as possible for residents. So we ask that residents use friends, family and neighbours to help them get items to kerbside where they can.

### **Supplementary question**

When services are being designed, can the widest possible cross-section of residents be involved in the process to ensure it is as accessible as it can be for everyone?

### **Cabinet Member response:**

As set out in the main response, the system is adaptable and collectors can go in and help where there is genuine need. This is not advertised too widely for the reasons given, and to avoid abuse of the system.

## **5 Local Planning Enforcement Plan**

The Cabinet Member for Planning and Building Control said that a planning enforcement plan is not a statutory requirement for local authorities and that CBC is going above and beyond to keep residents informed. He said so much has changed since the last version was written ten years ago that it was decided to write a completely new document, which is informative and clear to understand, fits in with corporate plan priorities, is in line with National Planning Policy Guidance, and is fair, balanced and realistic. It also includes a useful one-page guide.

Members welcomed this well-designed, clear and easy-to-understand document, and thanked officers for the work that has gone into it. It will be a helpful tool for residents in explaining what is and isn't planning enforcement, together with useful tips and web links for further information. The timings, prioritisation and rationale behind planning enforcement are clearly explained in the 12-page document, which is recommended reading for anyone who wants to be better informed.

In view of the significant backlog in planning enforcement cases dating back to the pandemic, and people's frustration about enforcement issues, a Member welcomed the appointment of the Head of Planning, and asked what progress had been made in recruiting an enforcement team which is so crucial at ground level.

The Head of Planning confirmed that recruiting an enforcement officer to work with the senior enforcement officer has proved challenging, with very little interest in the role. He has recently revisited the job description, which originally required the post-holder to be a qualified planner, focussing instead on the investigative nature of the role, and there has been some interest in the internal advert – so there is light at the

end of the tunnel. In the meantime, a three-month agency contract will help clear the backlog.

The Leader pointed out that there is a national problem in recruiting planners. She said that retro-fitting Cheltenham's many beautiful listed buildings for the future continues to be a challenge and people often make genuine mistakes around planning enforcement, but it is important that these are picked up and rectified to preserve the heritage of the town.

### **RESOLVED THAT:**

- 1. the draft Local Planning Enforcement Plan is approved;**
- 2. the public-facing draft Local Planning Enforcement Guide is approved.**

### **6 Award of Rent Support Grants to voluntary sector organisations**

The Cabinet Member for Finance and Assets said how great it is to be able to offer grants to tenants who do good work for the town, and she was therefore delighted to offer Whaddon Bowls Club a 24% reduction in their rent in recognition of their important contribution, providing exercise and a social space which creates real joy in a central location. She welcomed the report and thanked Whaddon Bowls Club for being a real asset to Cheltenham.

The Leader said that CBC is happy to award grants to a wide range of voluntary sector partners, from scout groups and community centres to the Gardens Gallery, in recognition of the work they do to keep communities strong

### **RESOLVED THAT:**

- 1. a rent support grant of 24% of current market rent to Whaddon Bowls Club, Whaddon Road is agreed;**
- 2. authority is delegated to the Participation and Engagement Team Leader, in consultation with the Director: One Legal to agree the terms of a rent support grant agreement with the applicant.**

### **7 Treasury Mid-term Report 2024-25**

The Cabinet Member for Finance and Assets said this fascinating report sets out how the council safeguards and invests taxpayers' money to underpin the vital services it delivers, including No Child Left Behind and investment in Golden Valley to provide homes and jobs for Cheltenham's future. She is heartened that the strategy has weathered the storm of the last few years, and that CBC can start looking at recovery. Our borrowing strategy is very carefully worked out, putting CBC in a strong place compared with other councils, and she thanked the officer team who



lead on this work and keep finances on the straight and narrow with exciting and innovative ideas.

The Cabinet Member for Major Developments and Housing Delivery agreed, saying this is one of the most important documents produced by the council, demonstrating what is being done with taxpayers' money, and noting how hard the team works to be innovative, responsive and reactive in achieving the best rates and maintaining a strong overarching financial position.

### **RESOLVED THAT:**

- the contents of this summary report of the treasury management activity during the first six months of 2024/25 are noted.

### **8 Budget Monitoring Report 2024/25 - position at 30 September 2024**

The Cabinet Member for Finance and Assets began her introduction by saying that CBC goes far beyond its statutory requirements in many ways, but despite the substantial cost of this, manages its finances wisely and remains in a good position, driven by officers across the council who want to do the best they can for the people of Cheltenham. They chart a difficult course between what people what deserve and what the council's means allow for, having to look constantly at the services the council provides and how to deliver them. Innovation, prudence, and careful financial planning ensure targets are met and vital services are maintained. In addition, the Communities team does extra work with grant applications, making the most of all opportunities.

She said that the shortfalls early in the report are down to timing, particularly around planning, with some major applications coming in too late to be included in the report and other exciting projects still to pay off. She thanked Gemma Bell and the finance team for their excellent work to make it all possible.

The Cabinet Member for Housing and Customer Services was happy to note how officers have raised money to enable the council to help the poorest families in Cheltenham, helping 7000 children over the last couple of years. She thanked the Communities team for the work they do, and hopes it will continues. She also thanked the finance team for recognising the need to change the future for many people.

She noted a typo in Paragraph 4.9 of the report:

*The current Government policy is that supported accommodation managed by an organisation that is not a Registered Provider does ~~that~~ not qualify to receive full Housing Benefit Subsidy*

The Leader said the Mid-Term Treasury Report and Budget Monitoring Report demonstrate how well the council is doing since the pandemic. Before 2020, the trajectory was to be financially sustainable by 2025, without government support. The resilience of Members and officers shows in that the council is well on that road again, although it will of course take longer, and some services have had to be

reduced or done differently in order to keep delivering what the council wants to do for the people of Cheltenham.

**RESOLVED THAT:**

- the contents of this report are noted, including the key projected variances to the general fund and Housing Revenue Account (“HRA”) 2024/25 revenue and capital budgets approved by Council on 23 February 2024, and the actions to ensure overspends are reduced as far as possible by the end of the financial year.

**9 Waste and Recycling Review**

The Cabinet Member for Waste, Recycling and Public Realm gave a long and detailed introduction to this item, highlighting the main issues as set out in his report. He began by explaining the reasons for the proposed temporary closure of the Household Recycling Centre (HRC), specifically the new Environment Agency requirements and the high cost of the necessary improvements, with no guarantee of a permit at the end. He was aware that the proposal is controversial, and that the HRC is a valued site, but pointed out that waste disposal is in fact a county council function - CBC is not required to provide the service, and kerbside collection of recyclables and garden waste has grown exponentially since the HRC was opened 40 years ago. As a result, the HRC has become more of a tip than a recycling centre which was never the intention, and over the last two years, daily visits have dropped from 1000 to 400-500; these can be absorbed by Wingmoor Farm which also accepts a wider range of types of rubbish.

The estimated costs of the work, in addition to the regular running costs, represent a very large percentage of CBC’s 11% council tax share but a very small percentage of the county’s 74% share. CBC has subsidised the provision of waste disposal for 40 years, and it does not make financial sense for both county and borough to provide the same service. He hopes that that county will be willing to work with CBC to find a solution which works for the people of Cheltenham; some conversations have already taken place, and a face-to-face meeting will be held soon.

The recommendation is to close Swindon Road HRC for a prolonged period while different options are being considered. These include:

- the county council taking on the Swindon Road site;
- the expansion Wingmoor Farm – which has recently been upgraded and much improved with an efficient booking system in place;
- the opening of a brand new site.

If none of these are taken forward, other options will have to be considered, and residents will be able to share their thoughts through the budget consultation process. Charging for visits to the site is not workable – the cost to residents would be too high - and with the current site no longer fit for purpose, both councils will have to consider medium-term plans and decide whether it is worth spending £1m on the existing site for a short-term solution.

It is hoped that the additional drive to Wingmoor Farm won't result in an increase in criminal fly-tipping, which is a challenge for all councils; this will be monitored closely. Savings from the Swindon Road site will be re-invested in other services - weeding, leaf clearance, bring banks, and fly-tipping clearance.

If approved, the Overview and Scrutiny Committee will be invited to look at the issue, and there will be public consultation, including a resident survey in 2025, and regular updates throughout – the council recognises the importance of this.

The second part of the report concerns small commercial waste collection which currently loses money and requires investment. The council's vehicles cannot collect all that is required, and it would cost many hundreds of thousands of pounds to buy enough new vehicles. However, many private companies offer the service and the council is keen to explore opportunities to work with small businesses to find an alternative, which will also offer employment opportunities for those affected by the decision.

The third part of the report concerns delivery charges for waste and recycling receptacles, introduced earlier this year. There has been no drop-off in orders since the charges were introduced, but the proposal is to reduce the costs as set out in the report, to coincide with the closure of HRC.

He ended by saying that this is not a report he would have wanted to present, but action is required and he hoped to work collaboratively to find the best solution for tax payers and residents. Although it is not a popular decision, he hoped that residents would understand why it had to be made.

The Leader invited Councillor Davies, co-leader of the Green Party, to speak. She said she and other Green Members had been talking to concerned residents who had many suggestions and questions they were unable to answer. She hoped to see positive outcomes, and is looking forward to seeing equitable and accessible methods of waste disposal in the future. She will forward a document of feedback comments to Members, and encouraged people to share their thoughts via the budget consultation.

In response to her question as to why the proposal is to close the HRC in January and when exactly the legislation to make it non-compliant is expected to come into effect, the Cabinet Member for Waste, Recycling and Public Realm said legislation was originally going to come into force in November 2024, but the change in

government has delayed this till 2025 – with no official date yet. As the council budget for the year must be planned, with or without the £1m required to upgrade the HRC, the proposal has been made and residents are invited to comment via the budget consultation. The window between closure of the site in early January and the end of the current financial year will give time to see how kerbside collections, bring banks and Wingmoor Farm are coping with the loss of the Swindon Road facility.

The Cabinet Member for Climate Emergency supported the proposal, saying CBC now collects a larger range of recyclables than anywhere in the country. He was aware that the HRC is located in a residential area, and cars have traditionally queued to get in with their engines running; he wondered what monitoring of the effect on air pollution would take place during the time services were suspended, and whether this would be fed back into the report and shared with residents, who he hoped would benefit from the reduction in traffic.

The Cabinet Member for Waste, Recycling and Public Realm agreed that this is an important consideration, and said that the more kerbside collections the council can do the better, reducing the number of car trips people need to make.

The Cabinet Member for Planning and Building Control thanked the Cabinet Member for Waste, Recycling and Public Realm for a detailed and difficult-to-present report. He said it is important that people understand that the job of waste disposal is a statutory requirement of the county council; CBC is the only authority in the UK to provide this discretionary service, which it has done for the last 40 years, in effect subsidising the county council. Regarding fly-tipping, although this is a particular issue in some areas, he doesn't imagine that residents will fly-tip as a matter of course rather than taking their rubbish to Wingmoor Farm.

The Cabinet Member for Finance and Assets commented that central government sees Cheltenham with its economic prosperity as a place where more houses could be built to help with the national housing crisis, but as councillors know, this would result in an enormous stretch on infrastructure, and money and means would need to be found to support the growth. She wondered if central government has been forthcoming in supporting the work needed to provide this discretionary service and the population growth they have in mind. The Cabinet Member for Waste, Recycling and Public Realm said this is one of the challenges the council faces, for example, the requirement to collect soft plastics by 2025-27 but no confirmation as to whether New Burdens funding will be available. It is left to councils to work things out and purchase the right vehicles, which is a lot more challenging.

The Cabinet Member for Economic Development, Wellbeing and Culture thanked the Cabinet Member for Waste, Recycling and Public Realm and the team for the report, aware that they had agonised over the decision. He also thanked Councillor Davies for the constructive way in which she asked her question, looking to the future, and noting that many Green Party-led district councils cannot provide this type of service.

With this in mind, he asked if the ultimate aim of CBC is to increase recycling overall and continue on an upward trajectory. He also asked whether, as a comparison, when the HRC opened 40 years ago there was no kerbside recycling at all, and now 90% of recycling is collected at the kerbside with most of the remainder taken to bring banks? If this is the case, it would suggest that the time has passed for HRCs.

The Cabinet Member for Waste, Recycling and Public Realm confirmed that 40 years ago, nothing was collected at the kerb; paper collection started in the early 2000s, followed by glass, cans and garden waste, and by 2011 the council was collecting a huge range of items, with coffee pods added a couple of years ago. The council is always looking for more ways to recycle, including adding another bring bank site, and working with local organisations and charities that will take goods such as larger electricals and furniture items to be recycled and re-used, thus reducing waste.

The Cabinet Member for Major Developments and Housing Delivery said the report was detailed and inclusive, and reflected on the fact that forward-thinking residents of Cheltenham were keen to recycle decades ago. The world and the town have changed hugely since then, and although this current change is being forced by improved environmental standards, it is a good opportunity to review how we do things. The recommendations have his whole-hearted support.

The Cabinet Member for Waste, Recycling and Public Realm confirmed that, if the proposals are approved, he wants the council to take the public on the journey, being as open and honest as possible at every stage, and making sure residents are updated throughout.

### **RESOLVED THAT:**

- 1. Cabinet agrees that from Friday 10 January 2025 the Swindon Road recycling centre will undergo a prolonged closure in order for a full options appraisal to be undertaken on the future of the Swindon Road Depot and the Household Recycling Centre. The options appraisal will include an assessment of the site and the potential for finding a cost-effective solution to meet with new and future environmental legislation and regulations, engagement with GCC, engagement and consultation and appropriate involvement of the Overview and Scrutiny Committee.**
- 2. Cabinet agrees that the Council will cease to provide a direct commercial waste service to businesses in Cheltenham from a date to be determined by the Chief Executive.**
- 3. authority is delegated to the Chief Executive to implement recommendation 1 and 2, including the necessary contract variation with Ubico and to make suitable alternative arrangements for existing customers of the Council's commercial waste service.**

- 4. Cabinet agrees that the delivery charges for receptacles agreed by Cabinet on 23 July 2024 (recommendation 1) are amended as follows with effect from 1 January 2025 to assist residents using the kerbside service for any items which can no longer be taken to the Household Recycling Centre: £4.99 for up to 3 items (with a reduced delivery charge of £2.99 for up to 3 items for residents in receipt of benefits as listed in reported dated 23 July 2024) and £9.98 for up to 6 items (with a reduced delivery charge of £5.98 for up to 6 items for residents in receipt of benefits as listed in the report dated 23 July 2024).**

## **10 Grant of lease at St Mark's and Hester's Way Community Centre**

The Cabinet Member for Finance and Assets said that St Mark's and Hester's Way Community Centre is an amazing asset, which it is the council's privilege to safeguard and help to continue in community use. Since the previous tenant surrendered the lease, it has been a difficult challenge to find an exciting new tenant, particularly as the building requires some attention. However, after some excellent bids were submitted, with advice from the property team on how to make the building fit for purpose, and due diligence was undertaken, the council is happy to offer the lease to Alliance for Equality. They have big and exciting plans to maintain the building as an accessible and inclusive community space, and she wishes them the best of luck going forward.

The Cabinet Member for Safety and Communities thanked the Cabinet Member for Finance and Assets for her report, which highlighted the important role community centres play in the heart of the communities they serve. This is an opportunity to work with a great organisation, which will bring new life and community engagement back to the centre, supporting the community organisations already based there.

The Cabinet Member for Planning and Building Control welcomed the report, and also the aims and energy of the new leaseholder. They have challenges ahead, but he is confident they can overcome them and bring this building back to full use in a part of town which needs such a facility.

The Leader agreed that community centres are at the heart of communities and very much valued by residents. As things evolve and times change, it is exciting to see a new group coming forward to rejuvenate the building, move with the times, and take it in a new direction.

### **RESOLVED THAT:**

- 1. the completion of due diligence on the submitted proposals for the site is agreed;**
- 2. authority is delegated to the Director of Finance and Assets to negotiate the terms of the lease to Alliance for Equality, in consultation with the Director of One Legal.**

## **11 Grants Policy**

Introducing her report, the Cabinet Member for Finance and Assets said that CBC is entrusted with a great deal of money from various partners and stakeholders, and a rigorous process is required to ensure that every penny of it is allocated wisely. The Grants Policy outlines policies and procedures, as well as advising on how to make grant applications and launch grant schemes. She thanked officers for their work, in particular the Monitoring Officer, Claire Hughes, for her huge knowledge and impeccable eye for detail, and for ensuring that the process is better and more transparent than ever before.

The Cabinet Member for Safety and Communities thanked officers, the Cabinet Member and Monitoring Officer for a particularly well-written report, with all elements brought together to ensure the process is transparent, efficient, effective and fair to everyone – a good and effective step in the right direction.

### **RESOLVED THAT:**

- **the Grants Management Policy (Appendix 3) is approved.**

## **12 Annual Local Council Tax Support Scheme**

The Cabinet Member for Finance and Assets said this scheme allows people who need it most to pay reduced or no council tax, giving them one less thing to worry about when they are struggling financially. The new scheme is more generous than previously, allowing the council to support people to the very best of its ability. It includes a new category for people in receipt of armed forces support, disregarding that payment as income, and next year will be even more generous.

The Cabinet Member for Waste, Recycling and Public Realm said this is one of the areas where Cheltenham Borough Council goes above and beyond what most councils do, to help the most vulnerable people. He commended the report.

The Cabinet Member for Housing and Customer Services asked for confirmation that people who do not have internet access can apply by phone. The Cabinet Member for Finance and Assets confirmed that CBC understands the differing expectations across the town, and that access to services by phone is still important, particularly since the pandemic. She encouraged anyone in need of assistance to reach out.

The Cabinet Member for Major Developments and Housing Delivery said that one of the beauties of Cheltenham is that the services residents value are maintained. This scheme supports some of the most financially vulnerable people in the town; elsewhere in the country, similar schemes have been scrapped.

The Leader said the council has to make some hard financial decisions, but for her, this is an easy one. It recognises the effect of the financial crisis on people

struggling with the cost of living and rising household bills, and not just the poorest communities. The demand for council tax support has increased as the cost of living has gone up. The winter fuel allowance cut is also having an impact on many older people, and she encouraged pensioners to ask the council for assistance, which may be direct benefits or help and signposting to what else is available for them.

**RESOLVED THAT:**

- 1. the outcome of the consultation on the Local Council Tax Support Scheme in Appendix 3 is noted;**
- 2. the Local Council Tax Support Scheme for working age customers in Appendix 4 and summarised in Appendix 5 is approved as the preferred option for 2025/26.**
- 3. the proposed scheme is adopted and Council is recommended to approve and adopt the proposed Local Council Tax Support Scheme for working age customers for 2025/26.**
- 4. Council is recommended to give authority to the Deputy Chief Executive in consultation with the Cabinet Member Finance and Assets to uprate any premiums, allowances and determine the income levels in line with any increase in Welfare Benefits by 21 February 2025.**

**13 Corporate Risk Register - update**

The Leader introduced her report, reminding Members of what risk means in reality: every report carries a risk assessment, some high, some low, some non-existent, but all must be acknowledged. Her pet phrase in 2016, in relation to commercial strategy, was that the council needs to be risk aware but not risk averse, and it is good to see how risks reduce and sometimes disappear, as with the MX building – the risk was high when getting the project over the line, was acknowledged at every stage, and has now disappeared with the project completed. Bringing housing services back to CBC carries some inevitable risks, which need to be addressed, as does the Golden Valley project, but transparency is key.

The Cabinet Member for Major Developments and Housing Delivery said this vital document sits in the background; it is important to be aware of the risks, which help Members and officers to be better informed when making decisions. He was sorry to note that the vulnerability of homelessness funding has remained on the register for many years, and hoped that the government will invest in this area.

**RESOLVED THAT:**

- the Corporate Risk Register is noted.**



## 14 Briefing from Cabinet Members

The Cabinet Member for Economic Development, Wellbeing and Culture shared the following:

- despite terrible weather, Cheltenham launched its Christmas shopping season at the weekend, a collaboration between local business, the council, BID, the Cheltenham Trust and several local groups. On Thursday the ice rink will open, using battery power to reduce its carbon emissions by 98.7% and less noise for local residents. Thanks to Helen Mole and especially to Tara for working with sponsors, including Lidl, the headline sponsor;
- thanks to the Mayor of Annecy, Monsieur Francois Astorg, and Hugo Epineuse of this team, who hosted a delegation from Cheltenham. It included representatives of Cheltenham Festivals, with a view to forging closer links between the jazz festival and the new Annecy jazz festival, sharing information about multi-use venues used for culture, music and sport, and budget cuts from governments requiring them to make enormous savings;
- congratulations to Cheltenham Festivals on a successful literature festival, with numbers almost back to pre-Covid levels. The event was fossil-free for the second year, welcomed 12000 children over six days, and used AI in innovative and interesting ways. Thanks to Andrew Lansley, who has worked for the council and the Cheltenham Culture Board for all his work;
- thanks to Laurie Bell, the outgoing chief executive of the Cheltenham Trust. She is retiring after six years, and has done an enormous amount of work for the Trust and the town.

The Cabinet Member for Housing and Customer Services was interested to hear about the Annecy event, and told members about a meeting due to take place in Leeds in December which will bring together French and British elective representatives to look at ways in which they can work together on climate and culture. It will be a great opportunity to build on relations with Annecy as well as other French towns and cities.

In addition, she shared the following briefings:

- she attended a very interesting briefing meeting with the housing regulator, who explained their role and methods, and answered questions. It was notable that tenants feature highly in every aspect of their work, and with a tenant rep on the Housing Cabinet Committee, CBC will continue to work together closely to ensure the tenant voice is at the core of everything we do;
- the housing support forum brings together everyone connected with housing across social housing and private rental, to discuss what they do and how they do it. She suggested that at future meetings, the police, social services and health service representatives could be included to look at how they can work together, on matters such as anti-social behaviour and drug dealing which affect people in Cheltenham and the wider community;
- she will attend a meeting of the Council of European Municipalities and Regions next week in Karlsruhe, where delegates will be discussing housing amongst other things. Also, the EU is planning to introduce a European card, a bank card that can be used across Europe, and it will be interesting to hear how that will work as we may find ourselves affected by it, despite no longer being in the EU.

The Cabinet Member for Climate Change reported on the previous week's Schools Climate Conference in the Council Chamber, in which 14 schools and 65 students took part in a Mock Cop29 event. It was hugely successful, with excellent media coverage from Radio Gloucester and Points West. The students held their own

COP negotiations, then grilled a panel of local climate experts with some tough questions. He hopes that it will become an annual event.

The Cabinet Member for Waste, Recycling and Public Realm reported that:

- the council is always looking to do the best it can for the planet and the public purse, and last year switched to Plan B as its material broker for recycled material. Not only do they pay a better price, but they also offer higher social value – as part of the contract they donate to food banks, and since March 2023 have donated 8000 items for families in need. Last year's recycling rate was 51%, and he encouraged residents to recycle as much as possible, as the higher the rate of recycling, the more Plan B donate to food banks;
- Fiddlers Green Park recently received new play equipment, partly funded by community organisations, and it is good to see children and families enjoying themselves.

The Cabinet Member for Safety and Communities had two updates:

- she thanked the organisers of Cheltenham Interfaith Week, where places of worship open their doors and share their beliefs and values to get a better understanding of each other. She thanked all involved for these enlightening events which demonstrated that regardless of faith, they are all working together and doing good work in their communities. The week ended with a lovely meal at the Hindu Centre;
- on Monday 25 November, 16 days of action started to raise awareness of and help end gender-based violence. The council has a group which focuses on Violence Against Women and Girls, working with community groups and businesses in the town centre. More information about the 16 days of action can be found on the CBC website; activities include exploitation training, Reclaim the Night walk on Friday 29 November, and a creative art project at Pittville school.

The Cabinet Member for Finance and Assets invited anyone with any questions about the budget consultation to email her, as she wants to ensure people are in a good place before the consultation starts.

The Leader shared three updates:

- the new government requires each county to have a growth plan, and CBC is rising to the challenge through a recent event at the MX building, which was well attended by local academics, voluntary sector, building companies and businesses; their conclusions will be fed into the bigger mix for the county council and inform the growth plan. The evening ended with a poll of priorities and it was heartening to note that the top priority is attainable housing, recognising the logical fact that without this there will be no growth;
- twenty years of IT Schools Africa (ITSA) was recently celebrated at Kohler Mira in Cromwell Road, with many businesses in attendance for the launch of a new limb, getting more people to sign up. The organisation started by providing technology and computers to young people in South Africa, but this year has done a lot more in Gloucestershire, broadening out its original offer. It was a pleasure to see people's commitment to supporting this important work;
- on Monday, the University of Gloucestershire officially launched FuturePark, an exciting new learning space at Park Campus offering Cyber Security, Computing, and Computer Games Design and Programming courses. It was opened by the Director of GCHQ and the Golden Valley development was mentioned. Students and lecturers provided tours and demonstrations, and it was exciting to anticipate Cheltenham growing its own talent feed into its future as a major cyber centre.

## 15 Cabinet Member decisions since the last meeting

Three Cabinet Members reported on decisions they had taken since the last meeting of Cabinet:

1. 24 October 2024: Cabinet Member for Waste, Recycling and Public Realm, Councillor Izaak Tailford

[To award a contract to Dennis Eagle Ltd for the supply of two refuse collection vehicles](#)

2. 13 November 2024: Cabinet Member for Finance and Assets, Councillor Alisha Lewis

[To appoint Tersus Consulting Ltd to undertake asbestos surveying and associated duties](#)

3. 21 November 2024: Cabinet Member for Economic Development, Wellbeing and Culture, Councillor Martin Horwood

[Award of grant to the Cheltenham Trust for replacement gym equipment](#)

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## Cheltenham Borough Council

### Cabinet - 17 December 2024

#### Counter Fraud and Enforcement Unit

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**Accountable member:**

Cabinet Member Finance and Assets, Councillor Alisha Lewis

**Accountable officer:**

Paul Jones, Deputy Chief Executive (S151 Officer)

**Ward(s) affected:**

All indirectly

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**Key Decision:** No

**Executive summary:**

To seek approval to the Counter Fraud and Enforcement Unit Partnership Collaboration Agreement between Cheltenham and Tewkesbury Borough and Cotswold, Forest of Dean, Stroud and West Oxfordshire District Councils.

**Recommendations: That Cabinet:**

- **approves the council entering into the Counter Fraud and Enforcement Unit Partnership Collaboration Agreement.**
- 

#### 1. Implications

##### 1.1. Financial, Property and Asset implications

The Service is a shared one across the County and, as such, overheads and management costs are also shared equally meaning there is increased value for money.

The support and delivery of corporate and strategic work streams is costed separately within the budget. Delivery of this support is consistent across partner Councils, with all benefitting equally.

In relation to operational investigation and enforcement delivery, the fee is proportionally based on the individual partner Councils' average use of operational days over the previous 3 years.

Any underspend is moved to reserves held by Cotswold on behalf of the Partnership with an option to utilise this to subsidise partner Council funding each year.

The fee for Cheltenham Borough Council for 2024/25 is £84,086 and is included within the budgets approved by Council for 2024. This represents the overheads and management contribution and 15% of the total operational days provided in total to all partner Councils.

**Signed off by:** Gemma Bell, Director of Finance and Assets (Deputy S151 Officer), [Gemma.Bell@cheltenham.gov.uk](mailto:Gemma.Bell@cheltenham.gov.uk)

## 1.2. **Legal implications**

There are no significant legal implications associated with this report.

The agreement, with the intention of establishing a collaboration for the parties' respective counter fraud and enforcement activities, establishes a 'horizontal arrangement' between public bodies, with the aim of exercising public functions in accordance with paragraph 3 of Part 1 to the Procurement Act 2023. It is also entered into pursuant to section 113 of the Local Government Act 1972, section 1 of the Local Authorities (Goods and Services) Act 1970 and under general powers within section 1 of the Localism Act 2011.

The Council may leave the agreement by serving no less than 12 months' notice to the other parties, it should be noted that such notice must expire on 31<sup>st</sup> March of the following year. Otherwise, the term of this agreement is 10 years with the option to extend by periods exceeding no more than 3 years.

**Signed off by:** One Legal, [legalservices@onelegal.org](mailto:legalservices@onelegal.org)

## 1.3. **Environmental and climate change implications**

None.

## 1.4. **Corporate Plan Priorities**

This report contributes to the following Corporate Plan Priorities:

- Being a more modern, efficient and financially sustainable Council.

### 1.5. **Equality, Diversity and Inclusion Implications**

Where any safeguarding concerns are identified during the course of the Counter Fraud and Enforcement Unit duties, appropriate referrals will be made.

Prosecutions will only be considered where the evidential and public interest tests are met with due consideration to the welfare of individuals.

The Council will only take enforcement action where appropriate to do so with due consideration to older offenders, offenders with disabilities and where the offender lacks mental capacity. The CFEU seeks to ensure that public authorities' actions are consistent with the Human Rights Act 1998 (HRA). It balances safeguarding the rights of the individual against the needs of society as a whole to be protected from crime and other public safety risks.

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## 2. **Background**

- 2.1. In administering its responsibilities, this Council has a duty to prevent fraud and corruption, whether it is attempted by someone outside or within the Council such as another organisation, a resident, an employee or Councillor.
- 2.2. The Counter Fraud and Enforcement Unit (CFEU) is a partnership formed in 2017 to mitigate fraud risk and to reduce criminal activity and financial loss in each member Council's jurisdiction.
- 2.3. The CFEU has evolved over the past seven years to provide a comprehensive, efficient and cost effective corporate, strategic and investigative work service for its partner authorities. The six partner Councils at present are Cheltenham Borough, Cotswold District, Forest of Dean District, Stroud District, Tewkesbury Borough and West Oxfordshire District. Stroud District Council has commissioned services from the CFEU for several years but only became a partner on 1 April 2024.
- 2.4. The Host Authority is Cotswold District Council who are the direct employers of the CFEU staff however, all staff are seconded to work at each partner Council making the delivery of the service as efficient as possible.
- 2.5. The current Collaboration Agreement which acts as the overarching legal framework is due to end on 31 March 2025. This report presents a revised Collaboration Agreement to commence on 1 April 2025.

## 3. **Reasons for recommendations**

- 3.1. The team provides counter fraud, investigative and criminal enforcement support for the Partnership Councils. In addition, they also provide fraud prevention and detection services for Social Housing Providers and more recently, the CFEU

## Page 24

commenced work for a Registered Charity, The Cheltenham Trust, and for the Royal Borough of Windsor and Maidenhead.

- 3.2. The CFEU acts as an in-house support service supplying preventative activities, proactive drives and reactive investigations and enforcement support. There is a focus on a holistic approach, sharing data and efficiencies across partners. Whilst some areas are generic for resource efficiencies the work plans are bespoke and consider district / borough demographic and individual Council priorities.
- 3.3. The structure of the unit allows partners to maximise the benefits they receive from the service, by providing resilience, shared knowledge and efficiencies of scale that could not be achieved by one Council as a stand-alone service.
- 3.4. Annual costs are subsidised by third party income and through the generation of revenue income streams.
- 3.5. The CFEU Partnership Board attendees are the Chief Finance (S151) Officer (CFO) at each Council. The Board meet biannually to discuss overall budget and resourcing. Regular meetings are also held with each CFO to agree work plans and to discuss delivery and results specific to their authority.
- 3.6. In addition, the CFEU reports biannually to Audit Committees across the partnership and attends each Council's Governance Group. The Head of Service meets quarterly with Internal Audit to discuss activities and internal control risks. This ensures Councillors, corporate management and governance officers are briefed in relation to fraud risk and current activities. By having a dedicated team collecting and recording this data, the partnership is ensuring a well-rounded risk management approach that is working to continuously review and improve internal controls.
- 3.7. Externally the CFEU belongs to the local MAAF (Multi Agency Approach to Fraud) Group, working with Gloucestershire Constabulary, Trading Standards, Victim Support and the NHS to collaboratively reduce and disrupt fraud across the County.
- 3.8. The CFEU works across its partners and the wider criminal enforcement community to share good practice, develop knowledge and improve detection and prevention.
- 3.9. The revised agreement is for 10 years with an option to extend for up 3 years at a time. There is no limit on the number of times the agreement can be extended.
- 3.10. There is an option for the Host Council to cease acting as host on 31 March in any year of the term by giving the other Councils 18 months' notice. Where notice is given to the Partnership Board, they are to meet to consider the appointment of another Council as the Host Authority.
- 3.11. Any Council can leave the agreement on the service of 12 months' notice to expire on the 31 March.



- 3.12. The Host Council is permitted to undertake third party work provided that they have the agreement of the Partnership Board. A clause has been included outlining that should there be an adverse effect on the services to the Councils due to the third party work the Partnership Board may require the host council to modify the services or terminate those provided to the third parties.

#### **4. Alternative options considered**

- 4.1. The Counter Fraud and Enforcement Unit is working with all Gloucestershire Local Authorities, West Oxfordshire District Council, Royal Borough of Windsor and Maidenhead and other public sector bodies such as housing associations.
- 4.2. The Council could decide to seek the services elsewhere, consider insourcing the provision or cease to fund these activities. These options have been considered but dismissed as being less effective and providing less value for money than the option recommended. None.

#### **5. Consultation and feedback**

- 5.1. The Collaboration Agreement has been reviewed by the Head of Service, Counter Fraud and Enforcement Unit, One Legal and the Director of Finance and Assets (Deputy S151 Officer).

#### **6. Key risks**

- 6.1. The Council is required to proactively tackle fraudulent activity in relation to the abuse of public funds and social housing.
- 6.2. Failure to undertake such activity would accordingly not be compliant and expose the authority to greater risk of fraud and/or corruption. If the Council does not have effective counter fraud and corruption controls it risks both assets and reputation.

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#### **Report author:**

Emma Cathcart, Head of Service Counter Fraud and Enforcement Unit,  
[Emma.Cathcart@cotswold.gov.uk](mailto:Emma.Cathcart@cotswold.gov.uk)

#### **Appendices:**

- i. Risk Assessment
- ii. Collaboration Agreement

#### **Background information:**

N/A.

## Appendix 1: Risk Assessment

Risk ref	Risk description	Risk owner	Impact score (1-5)	Likelihood score (1-5)	Initial raw risk score (1 - 25)	Risk response	Controls / Mitigating actions	Control / Action owner	Deadline for controls/ actions
1	The authority suffers material loss and reputational damage due to fraud	Executive Director Finance, Assets & Regeneration	3	3	9	Reduce	Maintain a Counter Fraud Team to reduce the likelihood of the risk materialising and also to help recover losses, thus reducing the impact.	Head of Service, Counter Fraud and Enforcement Unit	Ongoing
2	Without dedicated specialist staff in place, the Council may be unable to take effective and efficient measures to counter fraud, potentially resulting in authority suffering material losses due to fraud and error	Executive Director Finance, Assets & Regeneration	3	4	12	Reduce	Retain a specialist Counter Fraud Team to tackle the misuse of public funds on behalf of the Council.	Head of Service, Counter Fraud and Enforcement Unit	Ongoing

**APPENDIX 2: DRAFT Counter Fraud and Enforcement Unit Collaboration Agreement**

**Dated this                      day of**

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**COTSWOLD DISTRICT COUNCIL**

**AND**

**WEST OXFORDSHIRE DISTRICT COUNCIL**

**AND**

**FOREST OF DEAN DISTRICT COUNCIL**

**AND**

**CHELTENHAM BOROUGH COUNCIL**

**AND**

**THE COUNCIL OF THE BOROUGH OF TEWKESBURY  
(NORTH GLOUCESTERSHIRE BOROUGH COUNCIL from  
date of Agreement)**

**AND**

**STROUD DISTRICT COUNCIL**

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**COLLABORATION AGREEMENT**  
**in relation to the Counter Fraud and Enforcement Unit**

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Contents

Item	Page
1	DEFINITIONS AND INTERPRETATION ..... 2
2	TERM ..... 5
3	PRINCIPLES AND AIMS OF COLLABORATION ..... 5
4	DATA PROCESSING..... 6
5	THE SERVICES ..... 6
6	APPLICATION OF SECTION 113 LOCAL GOVERNMENT ACT 1972 ..... 6
7	GOVERNANCE..... 7
8	FINANCIAL ARRANGEMENTS ..... 7
9	MONITORING OF THE SERVICES..... 7
10	EQUIPMENT ..... 7
11	INTELLECTUAL PROPERTY ..... 8
12	PREMISES ..... 8
13	DEFAULTS ..... 8
14	WITHDRAWAL AND CHANGE OF HOST COUNCIL ..... 8
15	TERMINATION OF THIS AGREEMENT ..... 9
16	CONSEQUENCES OF TERMINATION..... 9
17	INSURANCE ..... 10
18	INDEMNITIES AND LIABILITIES..... 10
19	DISPUTES..... 11
20	CONFIDENTIALITY ..... 12
21	DATA PROTECTION..... 13
22	FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 13
23	WAIVER AND SEVERABILITY ..... 14
24	CONFLICTS OF INTEREST ..... 14
25	ENTIRE AGREEMENT ..... 15
26	EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE ..... 15
27	NO PARTNERSHIP OR AGENCY ..... 15
28	THIRD PARTIES ..... 15
29	VARIATIONS ..... 15
30	ASSIGNMENT AND SUBCONTRACTING ..... 15
31	GOVERNING LAW AND ENFORCEMENT ..... 16
32	NOTICES..... 16
	SCHEDULE 1 – SERVICE SPECIFICATION ..... 19
	SCHEDULE 2 – DATA PROCESSING AGREEMENT..... 21

**THIS AGREEMENT** is made on the                      day of

**BETWEEN:**

- (1) **COTSWOLD DISTRICT COUNCIL** of Trinity Road, Cirencester, Gloucestershire, GL7 1PX ("Cotswold")
- (2) **WEST OXFORDSHIRE DISTRICT COUNCIL** of Woodgreen, Witney, OX28 1NB ("West Oxfordshire")
- (3) **FOREST OF DEAN DISTRICT COUNCIL** of Council Offices, High Street, Coleford, GL16 8HG ("FOD")
- (4) **CHELTENHAM BOROUGH COUNCIL** of Municipal Offices, Promenade, Cheltenham, GL50 9SA ("Cheltenham")
- (5) **COUNCIL OF THE BOROUGH OF TEWKESBURY (NORTH GLOUCESTERSHIRE BOROUGH COUNCIL from date of Agreement)** of Public Services Centre, Gloucester Road, Tewkesbury, Gloucestershire, GL20 5TT ("Tewkesbury")
- (6) **STROUD DISTRICT COUNCIL** of Ebley Mill, Westward Road, Ebley, Stroud, Gloucestershire, GL5 4UB ("Stroud")

(together known as the "Councils" and each as a "Council").

**BACKGROUND**

- (A) The Councils have agreed that their respective counter fraud and enforcement activities will be best achieved through a collaborative arrangement in which a Host Council provides counter fraud and enforcement services for itself and each of the other Councils.
- (B) This Agreement sets out the terms and conditions for the establishment and operation of the Services between the Councils.
- (C) This Agreement is one that establishes an 'horizontal arrangement' between public bodies which is entered into with the aim of achieving objectives that the Councils have in common in connection with the exercise of a public function which is exercised solely in the public interest pursuant to paragraph 3 of Part 1 of Schedule 2 to the Procurement Act 2023.
- (D) This Agreement is entered into pursuant to and in reliance on the exclusive rights given to Local Authorities to undertake administrative arrangements of this nature in Section 113 of the Local Government Act 1972, Section 1 of the Local Authorities (Goods and Services) Act 1970 and the regulations made under these Acts; together with the general power within Section 1 of the Localism Act 2011.

**IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless the context requires otherwise:

**Agreement** means this Agreement (including all Schedules).

**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.

**Charges** means the sums payable by the Councils to the Host Council for the provision of the Services

**Chief Finance Officer** means the Section 151 Officers of a Council.

**Commencement Date** means 1 April 2025.

**Confidential Information** means any information, data and/or material of any nature which has been designated as confidential by the Councils in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, Staff and other personnel, service users and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.

**Contract Term** means the term of this Agreement as set out in Clause 2.

**Data Processing Agreement** means the obligations between the Host Council and each of the Receiving Councils as set out in Schedule 2.

**Default** means any breach of the Agreement which does not amount to a Fundamental Breach.

**Direct Losses** means all damages, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an indemnity basis), proceedings, demands and charges whether arising under statute, contract or at common law.

**Dispute** means any dispute relating to or arising from the terms of this Agreement.

**Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR (as defined under section 3(10) (as supplemented by section 205(4) of the DPA 2018) and the Data Protection Act 2018 as the same may be amended, as well as any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**EIR** means the Environmental Information Regulations 2004 and any subordinate legislation made under the Regulations from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Exit Plan** has the meaning given at Clause 15.6.

**Financial Year** means each financial accounting period of 12 months ending on the 31 March of each year.

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Fundamental Breach** means:

- (a) three or more Defaults in a six month period;
- (b) a Default which is not capable of remedy in accordance with Clause 13 (Defaults).

**Host Council** means the Council which employs the Staff and delivers the Services to the Councils under the terms of this Agreement.

**Initial Term** has the meaning given to it in Clause 2.1.

**Intellectual Property Rights** means any and all patents, inventions, trademarks, logos, service marks, domain names, registered designs, utility models, copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or individual property rights whether or not registered or capable of registration and whether now or in future residing in the United Kingdom or any other part of the world together with all or any goodwill and accrued rights of action.

**Lead Officer** means the officer of each Council appointed pursuant to Clause 7.2

**Monitoring Officer** means the Monitoring Officer from time to time of each of the Councils.

**Premises** means any office address in any of the Councils' administrative areas from which the Service are provided or to which access is required from time to time for the performance of the Services.

**Receiving Council** means each and every Council (except the Host Council) to which the Services are being provided by the Host Council.

**Services** means the counter fraud services more particularly described in the Service Specification.

**Service Specification** means the description of the Services attached at Schedule 1 and such similar services as may be agreed between the Parties from time to time.

**Service Delivery Plan:** means the plan referred to in clause 5 detailing the planned work for each year of the Contract Term.

**Staff** means those employees engaged by the Host Council in the delivery of the Services.

**Sub-Contract** means any contract or agreement, or proposed contract or agreement between the Host Council and any third party whereby that third party agrees to provide to the Host Council the Services or any part of the Services, or facilities or services necessary for the provision of the Service or any part of the Service, or necessary for the management, direction or control of the Service.

**Sub-Contractor** means the third parties that enter into a Sub-Contract with the Host Council.

**Working Day(s)** means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.

1.2 In this Agreement, unless the context requires otherwise:

1.2.1 references to clauses, paragraphs, recitals and Schedules are references to clauses and paragraphs of, and recitals and schedules to, this Agreement. The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules. The recitals and headings to clauses and Schedules are for convenience only and shall not affect the construction or interpretation of this Agreement;

1.2.2 a reference to a statute or a statutory provision includes a reference to:

- (a) the statute or statutory provision as modified or re-enacted or both from time to time (whether before or after the date of this Agreement); and
- (b) any subordinate legislation made under the statute or statutory provision (whether before or after the date of this Agreement),

provided that any such modification, re-enactment or legislation made after the date of this Agreement does not materially change the relevant provision;

1.2.3 references to a **person** shall be construed so as to include any individual, firm, corporation, government, state or agency of a state or any joint venture, trust, association or partnership (whether or not having separate legal personality);

1.2.4 references to any gender shall include every gender, and the singular shall include the plural and vice versa;

- 1.2.5 words and expressions defined in the Companies Acts shall have the same meanings when used in this Agreement;
- 1.2.6 references to writing or written shall include any mode of reproducing words in a legible and non-transitory form;
- 1.2.7 references to a **party, Council** or the **Councils includes** any person who agrees to be bound by the provisions of this Agreement from time to time but, for the avoidance of doubt, shall not refer to any person who has ceased to have any obligations under this Agreement from time to time;
- 1.2.8 in construing this Agreement, the rule known as ejusdem generis rule shall not apply nor shall any similar rule or approach to the construction of this Agreement and accordingly general words introduced or followed by the word(s) **other** or **including** or **in particular** shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- 1.2.9 references to a **month** shall be construed as a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or, if there is no numerically corresponding day in the next calendar month, the last day in the next calendar month; and
- 1.2.10 where in this Agreement an individual is referred to by name or by the post they hold within their organisation, such reference shall be deemed to mean either that individual or the person from time to time holding that appointment or post or such suitably qualified person as may from time to time be nominated by that organisation.

## **2 TERM**

- 2.1 Subject to Clause 2.2 this Agreement will start on the Commencement Date and shall continue for a period of ten (10) years ("the Initial Term") unless terminated earlier in accordance with Clause 15 of this Agreement.
- 2.2 Upon the expiration of the Initial Term this Agreement may be extended for a further period or periods up to three (3) years on the same terms as set out in this Agreement unless notice is provided in accordance with Clause 15.

## **3 PRINCIPLES AND AIMS OF COLLABORATION**

- 3.1 The Councils agree to co-operate fully with each other in relation to the Services and to act at all times in such a way as to safeguard and further the common interests of the Councils in respect of the Services.
- 3.2 The Councils agree to co-operate as follows:
  - 3.2.1 to work together in the operation of the Services;
  - 3.2.2 where appropriate, harmonising administrative and other relevant policies, procedures and structures;
  - 3.2.3 developing and sharing resources where appropriate; and
  - 3.2.4 developing and sharing any other common facilities.
- 3.3 The Host Council agrees that the following aims apply to the provision of the Services:
  - 3.3.1 produce real and demonstrable savings for Councils from intelligence based counter fraud and enforcement activity.



- 3.3.2 pursue criminals with an effective, self-sufficient and robust counter fraud and enforcement team, which can operate locally with partners or with third parties and other public bodies.
- 3.3.3 continue to operate and adapt to any reorganisation, restructure or political change.
- 3.3.4 fight local fraud by matching datasets across all demographics.
- 3.3.5 fight regional fraud by legally exchanging data.

#### **4 DATA PROCESSING**

- 4.1 The Host Council shall comply with the Data Processing Agreement and obligations set out in Schedule 3.

#### **5 THE SERVICES**

- 5.1 Cotswold will act as the Host Council from the Commencement Date in respect of all aspects of the delivery of the Services.
- 5.2 Following consultation with each Council's Lead Officer, by no later than the end of February each year the Host Council shall submit to each Council a Service Delivery Plan for approval by each Council by the end of March in readiness for the start of each financial year.
- 5.3 The Host Council shall provide the Services:
  - 5.3.1 in accordance with this Agreement including the Service Specification; and
  - 5.3.2 with all the skill, care and diligence to be expected of a competent local authority carrying out the Services.
- 5.4 The Host Council shall provide a quarterly update against planned work in the Service Delivery Plan, identifying significant changes or any failure to meet targets or objectives identified in the said Plan.
- 5.5 With the prior approval of the Partnership Board, the Host Council may provide services similar to the Services to third parties such as local authorities and social housing providers where permitted by law provided that
  - i) these new services do not cause the Councils to be in breach of the requirements of paragraph 3(3) to Part 1 of Schedule 2 to the Procurement Act 2023
  - ii) in doing so there shall be no adverse effect on the provision of the Services to the Councils.

- 5.6 Should there be an adverse effect on the provision of the Services to the Councils provided to third parties pursuant to clause 5.5, without prejudice to the Councils rights under this Agreement, the Partnership Board may require the Host Council to terminate or modify the services provided to third parties

#### **6 APPLICATION OF SECTION 113 LOCAL GOVERNMENT ACT 1972**

- 6.1 Each Council agrees that where the Staff are engaged on work for that Council as a Receiving Council the provisions of Section 113 Local Government Act 1972 will apply and that the Staff will be placed at the disposal of the Receiving Council, with their agreement, for the purposes of the Receiving Council's functions and such Staff shall be treated at all times as an officer of the Receiving Council whilst so engaged. The Councils shall use an agreed Section 113 Agreement for each Receiving Council and each Staff member.

- 6.2 The Host Council confirms that they have duly consulted such employees prior to placing them at the Receiving Council's disposal and that such employees will remain employees of the Host Council for all relevant purposes.
- 6.3 The Councils acknowledge that there is no intention that the Transfer of Undertakings (Protection of Employment) Regulations 2006 will apply in relation to this Agreement or that there should be any movement of staff between the Councils unless specifically agreed following any necessary consultation.

### **7 GOVERNANCE**

- 7.1 The Councils agree that that the Partnership Board, made up of the Chief Finance Officers shall meet twice a year (or as otherwise agreed between the Councils) at such time and place as shall be agreed between the Councils with the purpose of budget and resourcing oversight, strategic policy and performance management in respect of the Services and any other issues in respect of this Agreement.
- 7.2 Each Council's Chief Finance Officer shall be the Lead Officer for their Council and shall be empowered to act on behalf of that Council under this Agreement.

### **8 FINANCIAL ARRANGEMENTS**

- 8.1 The proposed financial arrangements for the Services will be prepared by the Host Council and presented to each Council annually by no later than the end of November in each year. These financial shall include the Charges payable by each Council to the Host Council for the following Financial Year
- 8.2 Following receipt of the proposed financial arrangements pursuant to clause 8.1, each Council shall notify the Host Council whether they approve the proposed financial arrangements by the end of February of each year in readiness for the start of each Financial Year. If a Council does not approve the financial arrangements then the provisions of Clause 19 (Disputes) shall apply and the previous Financial Year's financial arrangements will continue until the dispute resolution process has been completed or the end of the Financial Year for which the financial arrangements have not been approved or otherwise agreed or determined whichever is the sooner.
- 8.3 The Councils shall promptly pay the Charges and any other money properly due in accordance with this Agreement to the Host Council quarterly in advance and the Host Council shall invoice each Council accordingly.
- 8.4 The Councils agree that the Host Council will be responsible for managing the budget of the Services and accounting for income and expenditure.
- 8.5 A full audit trail of income and expenditure relating to the Services shall be kept by the Host Council.
- 8.6 The financial arrangements shall each be reviewed annually by the Partnership Board and, if deemed reasonably necessary by the Councils (acting reasonably), revised and agreed in writing by the Councils.

### **9 MONITORING OF THE SERVICES**

The Host Council shall provide and share such information (in such format as is agreed between the Councils) as is reasonably necessary and on such frequency as is reasonably required to enable the Receiving Councils at a meeting of the Partnership Board to review the overall delivery and operation of the Services.

### **10 EQUIPMENT**

- 10.1 The Host Council shall provide all equipment and assets which are necessary for the provision of the Services at the Commencement Date (such equipment and assets being the "Host Council Equipment").

10.2 The Host Council Equipment shall remain the property of the Council which provided it at all times including upon termination or expiry of this Agreement.

10.3 The Host Council shall keep and maintain the Host Council Equipment in good repair and condition as is necessary for the proper and satisfactory provision of the Services.

### **11 INTELLECTUAL PROPERTY**

11.1 Each Council grants to the other or shall procure the grant to the other of a non-exclusive, royalty-free, worldwide, irrevocable, freely assignable, perpetual licence of any Intellectual Property owned by that Council or licensed to it which is necessary or desirable for the effective and efficient operation of the Services. Ownership of such Intellectual Property shall not be affected by this Agreement and accordingly, to the extent that such Intellectual Property exists at the Commencement Date, ownership of it shall remain with the Council which owns it at that date.

11.2 All Intellectual Property created after the Commencement Date and during the term of this Agreement which is wholly or substantially connected with the Services shall be owned by the Councils jointly and each Council undertakes that it will, at its own cost, execute such further documents and do such acts as may be necessary for securing, confirming or vesting right, title and interest in such Intellectual Property in the other Councils.

### **12 PREMISES**

12.1 The Councils agree that the Services are to be provided from the premises of each Council and each Council accordingly undertakes to make available to the Staff all necessary accommodation, working space and facilities including meeting rooms as shall be necessary for the proper performance of the Services.

12.2 Each Council hereby grants a licence to the Host Council to occupy a specified area as accommodation working space and facilities, as agreed prior to occupation, and agrees to permit the Host Council to utilise free of charge such associated services and facilities as are necessary for the delivery of the Services .

12.3 The Councils shall use reasonable endeavours to avoid or minimise any disruption to the other Council's operations for the duration of the Agreement.

12.4 The Councils shall (so far as is reasonably practicable) commit such non-monetary resources and assistance and in-kind support (including staff time of those of their respective staff who are not engaged in the provision of the Services) as shall be reasonably requested by the Host Council from time to time.

### **13 DEFAULTS**

13.1 If any of the Councils commit a Default then they shall as soon as reasonably practicable notify the other Councils in writing and take such steps as are necessary to rectify the Default.

13.2 If the Default has not been rectified within thirty (30) Working Days to the reasonable satisfaction of the other Councils then the matter shall be referred to the relevant Lead Officers unless the Councils agree a longer period.

13.3 The Councils shall use reasonable endeavours to resolve the Default through the Lead Officers.

13.4 If the Councils cannot resolve the Default within a reasonable time any of the Councils may escalate the matter for resolution through their Chief Finance Officers in accordance with Clause 19 (Disputes).

### **14 WITHDRAWAL AND CHANGE OF HOST COUNCIL**

14.1 A Council may withdraw from this Agreement by giving to the other Councils not less than 12 months' notice to expire on 31 March .

- 14.2 Where notice under 14.1 is given the Partnership Board shall meet to consider the financial arrangements and resourcing implications and agree appropriate action.
- 14.3 The Host Council may cease to act as Host Council by giving to the other Councils not less than 18 months' notice to expire on 31 March
- 14.4 Where notice under 14.3 is given the Partnership Board shall meet to consider the appointment of another Host Council or such other arrangements to ensure the continuation of the provision of the Services

### **15 TERMINATION OF THIS AGREEMENT**

- 15.1 This Agreement shall terminate on the expiry of the Initial Term unless extended by prior agreement between the relevant parties in accordance with clause 2.2.
- 15.2 Any Council may terminate this Agreement by serving notice immediately at any time upon another Council committing a Fundamental Breach of this Agreement. Such a notice can only be served when the process set out in Clause 13 has been exhausted.
- 15.3 In the event of any Council not approving the financial arrangements set out in clause 8.2 and which are not subsequently agreed or determined by the dispute resolution process, this Agreement will terminate at the end of the Financial Year for which the financial arrangements have not been approved or otherwise agreed or determined.
- 15.4 This Agreement may be terminated by the mutual consent of all of the Councils on a date mutually agreed between the Councils.
- 15.5 Where by reason of any change in law or other reason not attributable to the fault of the Councils a Council is prohibited or prevented from giving effect to their obligations under this Agreement, any Council may terminate this Agreement so as to avoid that Council from breaching legislative or otherwise binding obligations upon it by giving written notice to the other Councils effective upon receipt , specifying the date upon which the termination should take effect, provided that the terminating Council has first entered into discussion in good faith with the other Councils and used all reasonable endeavours to negotiate a solution with the other Councils, whereby the intent and purpose of this Agreement may be fulfilled by other means
- 15.6 Upon termination the Partnership Board shall cooperate in good faith to agree an 'Exit Plan' setting out how the arrangements considered in this Agreement will be ended and which shall be in accordance with the following agreed principles:
- 15.6.1 ensuring continuation and quality of service delivery and the options available for the continuation of the delivery of the Services;
  - 15.6.2 the minimising of the costs to the Councils of exiting or terminating this agreement;
  - 15.6.3 the identification of critical timescales and issues as appropriate with proposals to address them;
  - 15.6.4 liabilities relating to the Services shall be, in the absence of specific agreed alternatives or provision in this Agreement, shared and/or borne by the Councils equally.

### **16 CONSEQUENCES OF TERMINATION**

- 16.1 All liabilities under Clause 18 shall survive the termination of this Agreement.

- 16.2 In the event of termination of this Agreement under Clause 15.2 any Direct Losses of the Councils arising out of such termination shall be borne by the Council that has committed the Fundamental Breach of this Agreement.
- 16.3 In the event of termination of this Agreement under Clause 15.2 any of the Councils shall also be at liberty to pursue all remedies available to them at law.
- 16.4 In the event of termination of this Agreement under Clause 15.3, 15.4 or 15.5, the costs and losses of such termination shall be borne by the Councils in such proportions as they shall (acting reasonably) mutually agree and in the event of dispute shall be referred to dispute resolution as set out in Clause 19. each Council shall bear its own costs and losses as a result of such termination provided that if any Council has not entered into discussions in good faith with the other Councils and/or not used all reasonable endeavours to negotiate a solution with the other Councils, whereby the intent and purpose of this agreement may be fulfilled by other means, that Council shall indemnify the other Councils against all Direct Losses (which the other Councils shall take all reasonable steps to mitigate) incurred by the other Councils as a result of such termination.
- 16.5 In the event of termination of this Agreement under Clause 15.4 each Council shall bear its own losses as a result of such termination.
- 16.6 In the event of termination of this Agreement under Clause 15.5 each Council shall bear its own losses.

### **17 INSURANCE**

- 17.1 The Host Council shall take out and maintain or procure the taking out and maintenance of the following insurances and any other insurance as may be required by law to cover the activities of the Services:
- 17.1.1 Public liability insurance in the sum of £10M;
  - 17.1.2 Employers liability insurance in the sum of £5M; and
  - 17.1.3 Professional indemnity insurance in the sum of £5M.
- 17.2 Each Council shall, at its own cost, take out and maintain or procure the taking out and maintenance of insurance to cover the use of its Premises by the Host Council and the Staff.
- 17.3 All Host Council Equipment shall be insured by the Host Council.
- 17.4 No Council shall take any action or fail to take any reasonable action or (insofar as it is reasonably within its power) allow anything to occur (including a failure to disclose any fact) which would entitle any insurer to refuse to pay any claim under an insurance policy in which that Council is assured, a co-insured or an additional person or which may make such a claim wholly or partly repayable.
- 17.5 Each Council shall provide to the others on request:
- 17.5.1 Copies of insurance policies required to be maintained under this Clause 17; and
  - 17.5.2 Evidence that the premiums under all insurances have been paid and that the insurances are in full force and effect in accordance with the requirements of this Clause 17.

### **18 INDEMNITIES AND LIABILITIES**

- 18.1 Subject to the following provisions of this clause, each Council shall be responsible to the other Councils for and shall promptly make good all losses, damages, costs, expenses, liabilities, claims or proceedings suffered by the other as a result of any Default that the Council at fault commits.
- 18.2 A Council that suffers loss as a result of another Council's Default must:

- 18.2.1 in consultation with the defaulting Council, take such steps as are reasonable in order to mitigate its loss;
  - 18.2.2 promptly notify the defaulting Council of any claim or liability;
  - 18.2.3 allow the defaulting Council (if it so requests) to conduct and control (at the defaulting Council's sole expense) the defence of any claim and any related settlement negotiations; and
  - 18.2.4 afford the other defaulting Council all reasonable assistance (at the Defaulting Council's sole expense) and make no admission prejudicial to the defence of such claim.
- 18.3 Except in respect of fraud or of death or personal injury caused by the negligence of the Council at fault (for which no limitation applies) no Council shall be liable to any other Council for any loss of profit, loss of business, loss of revenue, loss of anticipated savings or loss of use or value or any indirect, special or consequential loss however arising by reason of:
- 18.3.1 any representation (unless fraudulent); or
  - 18.3.2 any implied warranty, condition or other term; or
  - 18.3.3 any duty at common law; or
  - 18.3.4 any express term of this Agreement.
- 18.4 Except in respect of death or personal injury caused by the negligence of the Council at fault (for which no limitation applies) the entire liability of each Council under or in connection with this contract shall not exceed the Charges payable by the Council in question for the Services in respect of the Financial Year in which such liability arose.

## **19 DISPUTES**

- 19.1 The Councils shall attempt, in good faith, to resolve any Dispute promptly by negotiation which shall be conducted as follows:
- 19.1.1 the Dispute shall be referred to the Lead Officers of the disputing Councils
  - 19.1.2 if the Dispute cannot be resolved to the satisfaction of the Councils by the Lead Officers within fourteen (14) days after the Dispute has been referred in writing to the Lead Officers, the Dispute may be referred, by any Council, to the Partnership Board for resolution;
  - 19.1.3 if the Dispute cannot be resolved to the satisfaction of the Councils by the Partnership Board within fourteen (14) days after the Dispute has been referred in writing to the Partnership Board, the Dispute may be referred, by any Council, to the Chief Executives / Heads of Paid Service of the disputing Councils for resolution;
  - 19.1.4 if the Dispute cannot be resolved by the Chief Executives / Heads of Paid Service within fourteen (14) days after the Dispute has been referred in writing, any Council may give notice to the other Council in writing ("Dispute Notice") that a Dispute has arisen.
- 19.2 Within twenty-one (21) days of receipt of the Dispute Notice the disputing Councils may attempt to resolve the Dispute by mediation in accordance with Clause 19.3.
- 19.3 If the disputing Councils have failed to agree on a resolution, any Council may refer any Dispute for mediation pursuant to this Clause 19.3. No Council may commence any court proceedings / arbitration in relation to any Dispute until it has attempted to settle the Dispute by mediation and either the mediation has terminated or the relevant Council has failed to participate in the mediation, provided

that the right to issue proceedings is not prejudiced by a delay. The following provisions shall apply to any such reference to mediation:

- 19.3.1 the reference shall be a reference under the Model Mediation Procedure (MMP) of the Centre for Effective Dispute Resolution (CEDR) for the time being in force;
- 19.3.2 the Councils shall, immediately on such referral, co-operate fully, promptly and in good faith with CEDR and the mediator and shall do all such acts and provide all such information or documents as CEDR or the mediator may reasonably require to give effect to such mediation, including entering into an agreement in, or substantially in, the form of CEDR's Model Mediation Agreement for the time being in force; and
- 19.3.3 to the extent not provided for by such agreement of the MMP:
  - (a) the mediation shall commence by a Council serving on the others written notice setting out, in summary form, the issues in dispute and calling on the other Councils to agree the appointment of a mediator; and
  - (b) the mediation shall be conducted by a sole mediator (which shall not exclude the presence of a pupil mediator) agreed between the Councils or, in default of agreement, appointed by CEDR.

- 19.4 Should the mediation fail, in whole or in part, any of the Councils may, upon giving written notice, and within twenty eight (28) days thereof, apply to the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless the Councils have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2000 Edition), as amended, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales
- 19.5 Without prejudice to any rights to seek redress in court, the Host Council shall continue to provide the Services and the Councils shall continue to perform their obligations under this Agreement notwithstanding any Dispute or the implementation of the procedures set out in this Clause 18.

## **20 CONFIDENTIALITY**

- 20.1 Each Council undertakes to the other Councils that neither it nor any of its sub-contractors will at any time after the date of this Agreement (save as required by Law or by order of a Court of competent jurisdiction or any other relevant regulatory authority or as expressly permitted to be disclosed) use any Confidential Information (other than for the purposes of this Agreement) or disclose or divulge any Confidential Information to any person (other than to officers or employees of the Councils) and that it shall use its best endeavours to prevent such use or publication or disclosure of any Confidential Information by any other person.
- 20.2 Except to the extent set out in this Clause 20, or where disclosure is expressly permitted elsewhere in this Agreement, each Council shall:
  - 20.2.1 treat the other Councils' Confidential Information as confidential; and
  - 20.2.2 not disclose the other Councils' Confidential Information to any other person without the owner's prior written consent.
- 20.3 Clause 20.1 shall not apply to the extent that:
  - 20.3.1 such information was in the possession of the Council making the disclosure, without obligation of confidentiality, prior to its disclosure;
  - 20.3.2 such information was obtained from a third party without obligation of confidentiality;

20.3.3 such information was already in the public domain at the time of disclosure otherwise than through a breach of this Agreement; or

20.3.4 such information was independently developed without access to the other Councils' Confidential Information.

20.4 Each Council may only disclose Confidential Information to its employees who are directly involved in the provision of the Services and who need to know the information for the purposes of the Service. Each Council shall ensure that such employees are aware of, and comply with, these confidentiality obligations.

## **21 DATA PROTECTION**

21.1 Subject to the Data Processing Agreement each Council agrees that in relation to any personal data (as defined in the Data Protection Legislation) it holds in relation to this Agreement it will comply, as a data controller if necessary, with the Data Protection Legislation including:

21.1.1 the data protection principles listed in the Data Protection Legislation;

21.1.2 requests from data subjects in respect of their rights under the Data Protection Legislation; and

21.1.3 the requirements relating to notification to the Information Commissioner by data controllers under Part 11 of the Data Protection Legislation.

21.2 Each Council agrees that if it acquires personal data from the other Councils in connection with this Agreement it will:

21.2.1 only undertake processing of such personal data where it is reasonably required in connection with the performance of its obligations under this Agreement;

21.2.2 not disclose such personal data to any third party other than:

(a) a disclosure on terms substantially the same as and no less stringent than those required by this Clause, to its employees, agents and contractors to whom such disclosure is reasonably necessary in connection with the performance of its obligations under this Agreement; or

(b) as required by court order;

21.2.3 bring into effect and maintain all technical and organisational measures to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data including taking reasonable steps to ensure the reliability of staff having access to the personal data; and

21.2.4 where there is a lawful basis for that disclosure.

21.3 Nothing in this Agreement requires either Council to disclose any information to another party if that Council considers that to do so would be in breach of the Data Protection Legislation.

## **22 FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004**

22.1 Each Council acknowledges that the others are subject to the requirements of the FOIA and EIR and shall where reasonable assist and co-operate to enable the other Councils to comply with these information disclosure obligations.



- 22.2 Where a Council receives a request for information under the FOIA or EIR in relation to information which it is holding on behalf of the other Councils in relation to the Service, it shall (and shall procure that its sub-contractors shall) :
- 22.2.1 transfer the request for information to the other Council as soon as practicable after receipt and in any event within two (2) Working Days of receiving a request for information;
  - 22.2.2 provide the other Council with a copy of all information in its possession or power in the form that the authority requires within ten (10) Working Days (or such longer period as the authority may specify) of the Council requesting that information; and
  - 22.2.3 provide all necessary assistance as reasonably requested by the other Council to enable the Council to respond to a request for information within the time for compliance set out in the FOI or EIR.
- 22.3 Where a Council receives a request for information under the FOIA or EIR which relates to the Agreement or the Service, it shall inform the other Council of the request for information as soon as practicable after receipt and in any event at least two (2) Working Days before disclosure and shall use all reasonable endeavours to consult with the other Councils prior to disclosure and shall consider all representations made by the other Councils in relation to the decision whether or not to disclose the information requested.
- 22.4 Each of the Councils shall be responsible for determining in their absolute discretion whether any information requested under the FOIA or EIR:
- 22.4.1 is exempt from disclosure;
  - 22.4.2 is to be disclosed in response to a request for information.
- 22.5 Each of the Councils acknowledges that the other Councils may be obliged under the FOIA or EIR to disclose information:
- 22.5.1 without consulting with the other Councils where it has not been practicable to achieve consultation; or
  - 22.5.2 following consultation with the other Councils and having taken their views into account.

## **23 WAIVER AND SEVERABILITY**

- 23.1 A failure or delay in exercising any rights, powers or privileges under this Agreement will not operate as a waiver of them. The single or partial exercise of any right, power or privilege does not prevent any other exercise of it or the exercise of any other right, power or privilege (whether arising out of the same factual situation or otherwise). Any waiver of a breach of this Agreement is not to be effective unless given in writing signed by the Council waiving its entitlement. No waiver is to be deemed a waiver of any subsequent breach or default nor is it to affect the other terms of this Agreement.
- 23.2 The receipt of money does not prevent the Councils receiving it questioning the correctness of the amount or any other statement in respect of the money.
- 23.3 If any term of this Agreement is illegal, void or unenforceable the remainder of this Agreement will continue in force as though that term had not been included in it.

## **24 CONFLICTS OF INTEREST**

- 24.1 If any situation arises where there is an actual or potential conflict of interest or a perceived conflict of interest between the Councils or any of the Officers of the Councils then such conflict of interest shall be drawn to the attention of the Monitoring Officer of the relevant Council, in writing, specifying the details of the actual, potential or perceived conflict.

- 24.2 Upon receipt of written notice of such a conflict the Monitoring Officer shall advise the Monitoring Officers of the other Councils and each Monitoring Officer shall:
- 24.2.1 consider the position in relation to their own Council;
  - 24.2.2 notify the Lead Officers of the circumstances of the conflict;
  - 24.2.3 prepare recommendations for consideration by the Chief Finance Office Group as to how such a conflict may be managed or avoided or other appropriate action with a view to ensuring that Officers or the Councils are not compromised in performing their functions;
- 24.3 The Host Council shall keep a record on behalf of the Chief Finance Office Group specifying the details of all actual, potential or perceived conflicts of interest and how each one was managed or resolved.

### **25 ENTIRE AGREEMENT**

- 25.1 This Agreement sets out the whole agreement between the Councils in relation to the Services. It supersedes the existing arrangements and invalidates all other commitments, representations and warranties relating to its subject matter which any of the Councils has made orally or in writing.
- 25.2 Each of the Councils warrants that it has not entered into this Agreement on the basis of any representation made by the other except to the extent that such representation is expressly included in it (but nothing in this Clause 25 excludes any liability for fraudulent misrepresentation).

### **26 EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE**

- 26.1 Nothing in this Agreement is to require any Council to act in any way which is inconsistent with its obligations as a Local Authority.
- 26.2 Each Council subject to Clause 26.1 shall do all things and execute all further documents that the other may reasonably require to give effect to this Agreement.

### **27 NO PARTNERSHIP OR AGENCY**

- 27.1 Nothing in this Agreement is to constitute or be deemed a partnership within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other legislation concerning partnerships or limited liability partnerships.
- 27.2 No Council shall hold itself out as the agent of the other or have any authority to bind the other except to the extent that this Agreement expressly provides otherwise.

### **28 THIRD PARTIES**

- 28.1 This Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to this Agreement.

### **29 VARIATIONS**

- 29.1 Any variations to this Agreement shall only be effective where agreed in writing by all of the Councils.
- 29.2 No consents to any variation to this Agreement are required from any person who is not party to this Agreement.

### **30 ASSIGNMENT AND SUBCONTRACTING**

- 30.1 No Council may transfer, assign or pledge its rights or obligations under this Agreement.

30.2 The Host Council may subcontract any of its obligations under this Agreement with the consent of the other Councils (such consent not to be unreasonably withheld or delayed) but the Host Council is to be liable for the performance of its subcontractors

**31 GOVERNING LAW AND ENFORCEMENT**

31.1 The formation, construction, performance, validity and all aspects of this Agreement are to be governed by English law and subject to where provided otherwise under Clause 19 the Councils agree to submit to the exclusive jurisdiction of the courts of England and Wales.

31.2 The rights and remedies given by this Agreement are cumulative and do not exclude any other rights or remedies given by law or under this Agreement.

**32 NOTICES**

32.1 Notices or other communications under this Agreement will be duly served if given by and sent to the Lead Officer of each of the Councils to be served in accordance with the following table with the date of service and method of proof being as set out in it:

<b>Method of service</b>	<b>Date of service</b>	<b>Proof of service</b>
Personal delivery to the Lead Officer	Day of delivery	Proof of handing to the Lead Officer
Personal delivery of a letter addressed to the Lead Officer at the address for service.	Day of delivery if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of delivery.
First class letter addressed to the Lead Officer at the address for service.	48 hours after posting if that is a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of posting unless returned through the Post Office undelivered service within twenty one (21) days of posting.

32.2 Each Council’s address for service is the address set out at the start of this Agreement or such other address as it notifies to the other in writing.

32.3 The Lead Officer for the receipt of notices under this Agreement is the Section 151 Officer of each Council or such other person as that Council nominates by written notice to the others.

**IN WITNESS** whereof the Councils hereto have executed this Agreement as a Deed the day and year first written

**The Common Seal of** )  
**Cotswold District Council** )  
 was affixed to this Deed in the )  
 presence of and attested by: )

**Authorised Signatory**

**The Common Seal of** )  
**West Oxfordshire District Council** )  
was affixed to this Deed in the )  
presence of and attested by: )

**Authorised Signatory**

**The Common Seal of** )  
**Forest of Dean District Council** )  
was affixed to this Deed in the )  
presence of and attested by: )

**Authorised Signatory**

Executed as a Deed by )  
**THE COMMON SEAL of CHELTENHAM** )  
**BOROUGH COUNCIL** being affixed hereto and )  
authenticated by the undermentioned person )  
authorised by the Council to act for that purpose: )

**Authorised Signatory**

THE COMMON SEAL of COUNCIL )  
OF THE BOROUGH OF TEWKESBURY )  
(NORTH GLOUCESTERSHIRE BOROUGH COUNCIL) )  
was hereto affixed In the presence of: )

**Authorised Signatory**

**THE COMMON SEAL** of **STROUD DISTRICT** )  
**COUNCIL** being affixed hereto and )  
authenticated by the undermentioned person )  
authorised by the Council to act for that purpose:)

**Authorised Signatory**

## SCHEDULE 1 – SERVICE SPECIFICATION

### 1. GENERAL DUTIES

- 1.1. To provide a Counter Fraud and Enforcement Service to the Client (and the Council's and Client's data processors) by way of Counter Fraud and Enforcement Unit Officer(s) which could include all or some of the general duties listed at 1.1 and any further activities which the parties agree which are associated with the general duties:
1. To deter proactively, prevent and detect fraud, corruption, misuse of public funds, bribery and theft within or against the Client.
  2. To provide proactive fraud drives and reactive investigatory work to promote income generation, loss avoidance and to act as a deterrent.
  3. To undertake internal disciplinary or code of conduct investigations.
  4. To consider reputational damage and the public interest test when investigating any instances of fraud, corruption, bribery or theft.
  5. To investigate and gather evidence in relation to alleged criminal actions relating to fraud, regulatory offences or other criminal matters within the remit of a Council Officer in accordance with the Criminal Procedures and Investigations Act 1996 (CPIA).
  6. To conduct interviews under caution when appropriate in accordance with the Police and Criminal Evidence Act 1984 (PACE).
  7. To undertake any surveillance operation or obtaining any communications data, adhering to the Regulation of Investigatory Powers Act 2000 (RIPA) and the Investigatory Powers Act 2016.
  8. To undertake verification and tracing activities in relation to applications for services for example housing, grants etc. or debt recovery.
  9. To report to the appropriate Statutory Officer, Senior Officer(s) (Director or equivalent) for decisions in relation to legal proceedings.
  10. To enable the Council to apply appropriate sanctions, to include criminal proceedings, and to assist in the recovery of losses in accordance with the Council's Policies and Procedures.
  11. To prepare Civil and/or Criminal Witness Statements and appropriate Civil/Criminal paperwork for the Council and the Client's Lawyers.
  12. To attend and present evidence in the Courts, Tribunals or other as a witness for the Client.
  13. To provide recommendations to inform Policy, system and internal control improvements.
  14. To provide fraud awareness or other appropriate training and updates for staff as requested.
  15. To publicise successes where appropriate.
  16. To keep records of all cases and of all sanctions imposed and provide regular reports.
  17. To ensure clear reporting protocols with the Client's External Auditors, Internal Auditors and the Client's appropriate governance groups and Committees.

18. The Counter Fraud and Enforcement Unit Officer(s) will perform the services with due diligence, skill and care in a good and professional manner and in accordance with legislative requirements.
19. In addition to the general duties, the Counter Fraud and Enforcement Unit can undertake other tasks requested by the Council including but not limited to the specific duties listed.

## SCHEDULE 2– DATA PROCESSING AGREEMENT

### DEFINITIONS

**Authority:** means either Cheltenham Borough Council, Forest of Dean District Council, Stroud District Council, Tewkesbury Borough Council or West Oxfordshire District Council as the context requires.

**Host Authority:** means the Authority acting as Host Council under the terms of this Agreement.

**Controller:** has the meaning set out in the Data Protection Legislation.

**Data Subject:** an individual who is the subject of Personal Data.

**Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Processor or Controller under this Agreement and/or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach

**Personal Data Breach:** has the meaning set out in the Data Protection Legislation and relates only to personal data, or any part of such personal data, of which the Authority is the Controller and in relation to which the Host Authority is providing services under this Agreement.

**Personal Data:** has the meaning set out in the Data Protection Legislation and relates only to personal data, or any part of such personal data, of which the Authority is the Data Controller and in relation to which the Host Authority is providing services under this Agreement.

**Processing and process:** have the meaning set out in the Data Protection Legislation.

**Processor:** has the meaning set out in the Data Protection Legislation.

**Protective Measures:** appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

### DEFINITIONS

#### 1. Obligations of the Processor

- 1.1. The Authority and the Host Authority acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Host Authority is the Processor of any Personal Data.
- 1.2. The Host Authority shall process the Personal Data provided by the Controller only to the extent, and in such a manner, as is necessary for the purposes specified in the Appendix to this Schedule and in accordance with the Authority's instructions from time to time and shall not process the Personal Data for any other purpose. The Host Authority will keep a record of any processing of Personal Data it carries out on behalf of the Authority.
- 1.3. The Host Authority shall promptly comply with any request from the Authority requiring the Host Authority to amend, transfer or delete the Personal Data.
- 1.4. In the event that the Host Authority is required to collect Personal Data on behalf of the Authority, the Host Authority shall only collect Personal Data via a suitable form approved by the Authority in advance of its use which will contain a privacy notice informing the Data Subject of the identity of the Controller and the Processor, the identity of any data protection representative it may have appointed, the purpose or purposes for which the Data Subject's Personal Data will be processed and any other



information required under the Data Protection Legislation and any other information which is deemed necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair. The Host Authority shall not modify or alter the form in any way without the prior written consent of the Authority.

- 1.5. If the Host Authority receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation, it shall immediately notify the Authority and it shall provide the Authority with full co-operation and assistance in relation to any such complaint, notice or communication including providing the Authority with full details and copies of the complaint, communication or request and providing such assistance in a timely manner so as the Authority can comply within the timescales set out in the Data Protection Legislation;
- 1.6. At the Authority's request, the Host Authority shall provide the Authority with a copy of all Personal Data held by it in the format and on the media reasonably specified by the Authority.
- 1.7. The Host Authority shall not transfer the Personal Data outside the UK without the prior written consent of the Authority.
- 1.8. The Host Authority will promptly and without undue delay notify the Authority if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Host Authority will restore such Personal Data within its control at its own expense.
- 1.9. The Host Authority will immediately and without undue delay notify the Authority if it becomes aware of:
  - a) any accidental, unauthorised or unlawful processing of the Personal Data; or
  - b) any Personal Data Breach.
- 1.10. Where the Host Authority becomes aware of (a) and/or (b) above, it shall, without undue delay, also provide the Authority with the following information:
  - a) description of the nature of (a) and/or (b), including the categories and approximate number of both Data Subjects and Personal Data records concerned;
  - b) the likely consequences; and
  - c) description of the measures taken, or proposed to be taken, to address (a) and/or (b), including measures to mitigate its possible adverse effects.
- 1.11. Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. The Host Authority will reasonably co-operate with the Authority in the Authority's handling of the matter, including:
  - a) assisting with any investigation;
  - b) providing the Authority with physical access to any facilities and operations affected;
  - c) facilitating interviews with the Host Authority's employees, former employees and others involved in the matter;
  - d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Authority; and

- e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or unlawful Personal Data processing.
- 1.12. The Host Authority will not inform any third party of any Personal Data Breach without first obtaining the Authority's prior written consent, except when required to do so by law.
- 1.13. The Host Authority agrees that the Authority has the sole right to determine:
- a) whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Authority's discretion, including the contents and delivery method of the notice; and
  - b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 1.14. The Host Authority will cover all reasonable expenses associated with the performance of the obligations under clause 1.9 and clause 1.11 unless the matter arose from the Authority's specific instructions, negligence, wilful default or breach of this Agreement, in which case the Authority will cover all reasonable expenses.
- 1.15. The Host Authority will also reimburse the Authority for actual reasonable expenses that the Authority incurs when responding to a Personal Data Breach to the extent that the Host Authority caused such a Personal Data Breach, including all costs of notice and any remedy as set out in clause 1.13.
- 1.16. The Host Authority will at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data, and periodically review such measures to ensure they remain current and complete.
- 1.17. The measures under 1.16 above will be implemented so as to ensure a level of security appropriate to the risk involved including as appropriate:
- a) the pseudonymisation and encryption of personal data;
  - b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
  - d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

## **2. The Host Authority's Employees**

- 2.1. The Host Authority shall ensure that access to the Personal Data is limited to:
- a) those employees who need access to the Personal Data to meet the Host Authority's obligations under this Agreement; and
  - b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.
- 2.2. The Host Authority shall ensure that all employees:

- a) Do not process Personal Data except in accordance with this Agreement and particularly the appendix to this Schedule
- b) are informed of the confidential nature of the Personal Data;
- c) have undertaken adequate training in the laws relating to and the use, care, protection and handling of Personal Data; and
- d) are aware both of the Host Authority's duties and their personal duties and obligations under such laws and this Agreement.

2.3. The Host Authority shall take reasonable steps to ensure the reliability of any of the Host Authority's employees who have access to the Personal Data.

### **3. Rights of the Data Subject**

3.1. The Host Authority shall notify the Authority within 1 working day if it

- a) Receives a request from a Data Subject for access to that person's Personal Data.
- b) Receives a request to rectify, block or erase any Personal Data;
- c) Receives any other request, complaint or communication relating to either party's obligations under Data Protection Legislation

3.2. The Host Authority shall provide the Authority with full co-operation and assistance in relation to any request made in accordance with clause 3.1.

3.3. The Host Authority shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Authority or as provided for in this Agreement.

### **4. Rights of the Authority**

4.1. The Authority is entitled, on giving at least 2 days' notice to the Host Authority, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Host Authority.

4.2. The requirement under clause 4.1 to give notice will not apply if the Authority believes that the Host Authority is in breach of any of its obligations under this Agreement.

4.3. The Host Authority shall notify the Authority within 1 working day if it;

- a) Receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- b) Receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law.

4.4. The Host Authority shall provide such assistance as is reasonably requested by the Authority to enable the Authority to;

- a) comply with a Data Subject Access Request and do so within the timescales set out in the Data Protection Legislation; or
- b) Review and answer with any request for information from the Information Commissioner's Office or other third party following a Data Loss Event; or
- c) answer any request from the Information Commissioner's Office or any consultation by the Authority with the Information Commissioner's Office.

### **5. Warranties**

5.1. The Host Authority warrants that:

- a) it will process the Personal Data in compliance with all the Data Protection Legislation and all applicable laws, enactments, regulations, orders, standards and other similar instruments; and

b) it will take appropriate Protective Measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data.

5.2. The Host Authority shall notify the Authority immediately if it becomes aware of any advance in technology and methods of working which mean that the Authority may want to consider revising its security measures.

### **6. Appointment of sub-Contractors**

6.1. Before allowing any Sub-Contractors to process any Personal Data related to this Agreement, the Host Authority must:

- a) Notify the Authority in writing of the intended Sub-Contractor and Processing;
- b) Obtain the written consent of the Authority
- c) Enter into a written agreement with the Sub-Contractor which give effect to the terms of this Schedule such as they apply to the Sub-Contractor; and
- d) Provide the Authority with such information about the Sub-Contractor as the Authority may reasonably require.

6.2. The Host Authority shall remain fully liable for all acts and omissions of any Sub-Contractor

### **7. Return or Destruction of Personal Data on Termination**

7.1. On any termination of this agreement for any reason or on expiry of the Term the Host Authority shall as soon as reasonably practicable return or destroy (as directed in writing by the Authority) all Personal Data provided to it by the Authority or collected by the Host Authority on behalf of the Authority in connection with this Agreement.

7.2. If the Authority elects for destruction rather than return of the materials under clause 7.1 above, the Host Authority shall as soon as reasonably practicable ensure that all copies of the Personal Data are deleted from the Host Authority's systems and paper copies destroyed and within 7 days of the destruction of the Personal Data, shall send a written notice to the Authority confirming the destruction of the Personal Data.

**Appendix - Purposes for which Personal Data shall be Processed**

All data will be processed in accordance with the six principles of the Data Protection Act 2018. In summary, personal data for law enforcement purposes must be:

- (i) processed lawfully and fairly;
- (ii) obtained and held only for the purposes specified, which must be explicit, legitimate and not processed in a manner incompatible with the law enforcement purpose for which it was collected;
- (iii) only held when adequate, relevant and not excessive in relation to the purpose;
- (iv) accurate and, where necessary, kept up-to-date and if inaccurate is erased or rectified without delay;
- (v) held for no longer than necessary with appropriate time limits established for periodic review;
- (vi) processed in a manner that ensures appropriate security using technical or organisational measures, to include measures against unauthorised or unlawful processing and against accidental loss, destruction or damage.

<b>Description</b>	<b>Details</b>
Subject matter of the processing	Provision of counter fraud and enforcement activities
Duration of the processing	For the term of this agreement and any extensions agreed between the parties in accordance with this agreement
Nature and purposes of the processing	Prevention and detection of fraud pursuant to powers under various legislative provisions
Type of Personal Data	All types of personal data including special categories of personal data, including but not limited to <ul style="list-style-type: none"> <li>• Name</li> <li>• Gender</li> <li>• Address</li> <li>• Contact details such as telephone numbers and email address</li> <li>• Date of birth</li> <li>• National Insurance Number</li> <li>• Details about family and relationship circumstances</li> <li>• Details about your involvement with a Council</li> <li>• Health records</li> <li>• Political affiliations</li> <li>• Racial or ethnic information</li> <li>• Religious or philosophical beliefs</li> <li>• Criminal conviction data</li> </ul>
Categories of Data Subject	individuals, staff of the Councils, suppliers or prospective suppliers to the Councils, councillors,
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Host Authority will return to the relevant Authority all data held on its behalf either once the processing is complete (in accordance with the Host Authority's data retention schedule) or at the end of the agreement or an agreed extension to the agreement

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## Cheltenham Borough Council

### Cabinet – 17 December 2024

### First Homes Technical Advice Note

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**Accountable member:**

Cabinet Member for Housing & Customer Services, Councillor Flo Clucas

**Accountable officer:**

Housing Strategy and Partnerships Manager, Martin Stacy

**Ward(s) affected:**

All

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**Key Decision: Yes****Executive summary:**

In May 2021, the Conservative Government introduced a new type of affordable housing tenure, called 'First Homes' through the publication of its [First Homes Written Ministerial Statement](#) and accompanying [First Homes Planning Practice Guidance](#) (PPG). A 'First Home' is a type of discounted market sale housing provided exclusively to first-time buyers. It offers a minimum 30% discount secured in perpetuity against market values. The PPG also states that 25% of all new affordable housing provided by developers through planning obligations (such as Section 106 agreements) should be First Homes.

In July 2024, the new Labour Government published a [National Planning Policy Framework \(NPPF\) consultation](#). This consultation proposes to keep open the option for local authorities to support the provision of First Homes locally (to reflect local needs and priorities) whilst removing the requirement for 25% of all new affordable housing secured through planning obligations to be First Homes. These proposals are likely to be implemented in the updated NPPF which is expected to be published at the end of this calendar year. They will provide local authorities with much greater freedoms and flexibilities to deliver First Homes in accordance with local housing needs.

In light of the government's proposals, Cheltenham Borough Council (CBC) has

produced a First Homes Technical Advice Note (TAN) which sets out our approach to delivering First Homes within Cheltenham.

**Recommendations: That Cabinet:**

- 1. approves the First Homes Technical Advice Note (TAN) as set out in Appendix 3; ss**
- 2. approves setting a £175 administration fee per dwelling to be charged by CBC to developers in respect of the initial sale of First Homes, and to vendors in respect of resales;**
- 3. delegates authority to the Housing Strategy & Partnerships Manager to undertake any minor updates to the First Homes TAN (including the administration fee) in consultation with the Cabinet Member for Housing.**

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**1. Implications**

**1.1 Financial, Property and Asset implications**

As set out in this report, CBC will apply a £175 administration fee on the sale (and resale) of each First Homes dwelling to take account of the administration that CBC will be required to undertake in order to facilitate the sale of First Homes dwellings to prospective purchasers. This fee is considered to be reasonable in light of the administration involved. This fee will be reviewed at least every 3 years.

**Signed off by:** Gemma Bell, Director of Finance and Assets,  
[gemma.bell@cheltenham.gov.uk](mailto:gemma.bell@cheltenham.gov.uk).]

**1.2 Legal implications**

This First Homes Technical Advice Note will help provide greater clarity for developers on CBC's position with regards to First Homes. Crucially, it will provide some, albeit limited, weight in planning decision making.

This First Homes Technical Advice Note provides clear guidance to applicants ensuring the process of decision-making is transparent and open.

This First Homes Technical Advice Note will assist the Council in meeting its obligations with regard to the delivery of First Homes in the Borough.

**Signed off by:** Charlotte Lockwood, Locum Senior Lawyer,



Charlotte.Lockwood@onelegal.org.uk

### 1.3 Environmental and climate change implications

The First Homes policy is a central government scheme, which therefore means assessing the associated implications through the CIAT is not within the scope of this report, as CBC cannot amend the guidance through the review process. However, CBC's Climate Change Supplementary Planning Document provides metrics on sustainable design to ensure new developments within the borough, in association with this scheme, demonstrate how they are responding to climate change and related issues aiming to reduce the negative environmental impacts on energy and carbon, climate change adaptation, water efficiency, flood prevention, pollution, sustainable transport, biodiversity and waste reduction.

**Signed off by:** Maizy McCann, Climate Officer, [Maizy.mccann@cheltenham.gov.uk](mailto:Maizy.mccann@cheltenham.gov.uk)

### 1.4 Corporate Plan Priorities

This report contributes to the following Corporate Plan Priorities:

- Increasing the number of affordable homes through our £180m housing investment plan
- Being a more modern, efficient and financially sustainable council

### 1.5 Equality, Diversity and Inclusion Implications

Please refer to Appendix 2 of this report.

### 1.6 Performance management – monitoring and review

CBC will keep under review our First Homes TAN in order to take account of any national policy changes and emerging local needs. In the event that significant changes are required to our First Homes TAN, then approval will be sought from Cabinet.

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## 2 Background

2.1 In May 2021, the Government published a [Written Ministerial Statement](#) and accompanying [First Homes Planning Practice Guidance](#) which introduced a new affordable housing product, known as 'First Homes'. [First Homes](#) are sold to first-time buyers at a minimum 30% discount against open market value. This discount is secured forever through a legal restriction passed onto future First Homes buyers. Government policy outlines that 25% of all affordable homes

delivered through planning obligations (i.e. via Section 106 agreements) should be First Homes, and that local authorities should set out how they intend to implement First Homes in line with their existing Local Plan policies. As part of the First Homes proposals, local authorities have the flexibility to implement a number of local criteria to reflect the needs of local communities. These are: setting local connection criteria, prioritising key workers, implementing greater First Homes discounts (i.e. either a 40% or 50% discount against open market values), establishing a local household income cap, and setting a First Homes price cap (i.e. a cap which sets out the maximum value a First Home can be sold for at first sale).

2.2 In July 2024, the new Labour Government published a [National Planning Policy Framework \(NPPF\) consultation](#), which, whilst retaining the option to deliver First Homes on new developments as part of the developers' affordable housing obligations, includes proposals to remove the 25% First Homes delivery requirement, thereby offering local authorities greater scope to implement First Homes in accordance with their local housing needs. As of writing, the Government is currently reviewing consultation responses. It is anticipated that a newly updated NPPF will be published at the end of this calendar year. It is highly likely that the proposed new flexibilities with regards to First Homes will be introduced, and locally we have already seen developers begin to reposition themselves on this type of affordable housing product by seeking views from CBC on whether we would be open to supporting the delivery of shared ownership homes instead.

2.3 In view of the direction of travel being taken by the new government, CBC has produced a First Homes Technical Advice Note (TAN) which sets out our position on First Homes. (Please see Appendix 3.) Essentially, our First Homes TAN makes it clear that CBC supports the provision of shared ownership accommodation in favour of First Homes in most circumstances. CBC does, however, recognise that there may be situations in which the delivery of First Homes is more appropriate, due to site-specific considerations. For example, in circumstances where the provision of shared ownership homes may not be practical on a particular site, and as such a commuted sum in lieu of affordable housing would otherwise need to be provided to CBC by the developer, then the delivery of affordable housing on-site, as First Homes, may be preferable to receiving a commuted sum.

2.4 In situations where First Homes are provided in Cheltenham, our First Homes TAN has included local connection criteria to ensure that local people are prioritised for this type of accommodation. For a local connection to be established, a purchaser will be required to show that they are either living, working, have close family connections living in the Borough, or that they are regularly carrying out voluntary work in the Borough (i.e. on at least a weekly

basis for the last 6 months). It is proposed that CBC will keep open the possibility that a local connection will also be established if the purchaser can demonstrate to CBC's satisfaction that there are other special factors supporting the need to purchase accommodation in the Borough – however, we anticipate that this 'special circumstances' category will only be used very exceptionally.

2.5 In addition, whilst First Homes will be available to households working in any occupation, CBC will be supportive of the take up of First Homes by keyworkers. CBC will monitor any such take-up, which may in turn help to inform any future updates to our TAN.

2.6 CBC does not propose to introduce any other local criteria at this stage.

### **3 Reasons for recommendations**

3.1 Producing a First Homes TAN will help provide greater certainty to developers when negotiating with CBC on its affordable housing obligations. This will in turn help to reduce the amount of time spent on affordable housing negotiations prior to planning decisions being made.

3.2 Whilst CBC has included local connection criteria to ensure that local people are prioritised for First Homes, we are keen to ensure that our criteria is not overly restrictive, as this may result in too few prospective buyers being eligible. (It should be noted that in the event that no eligible buyers are found within the first 3 months of marketing First Homes, then a developer can market them to eligible buyers without any local restrictions.)

3.3 CBC proposes not to include additional local criteria at this stage. At present there is insufficient data available to set a household income cap on prospective purchasers, which leaves open the risk that setting an income cap could overly restrict the market. As CBC implements First Homes, it may become possible to monitor the average household incomes of purchasers accessing these homes. This may in turn help to inform our future position on local household income caps. In addition, in order to set a price cap on the value of a First Home at the initial sale, and/or to increase the level of the First Homes discount from 30% to either 40% or 50%, it will be necessary to go through the local plan examination process. We will therefore consider these options as part of our development of the Cheltenham, Gloucester and Tewkesbury Strategic and Local Plan (SLP).

3.4 To take account of the administrative costs associated with First Homes, our TAN will require that developers (and vendors in the case of resales) will make a payment to CBC following the sale of each First Home. A fee of £175/dwelling will be charged, which is broadly comparable with the charges set by Homes England as part of their 2021-2023 First Homes pilot. (A fee of £150/dwelling was set by

Homes England at that time.) This fee will be reviewed at least every three years to take account of inflationary pressures, etc., and to ensure that it remains reflective of current administrative costs.

#### **4 Alternative options considered:**

4.1 To not produce a First Homes TAN. This option is not considered to be appropriate, in view of current Government policy which outlines the expectation that local authorities must clarify how First Homes will be implemented into existing Local Plan policies. In addition, given the emerging direction of travel under the new Labour Government which offers greater flexibility to local authorities to determine First Homes delivery, it is now essential that we provide clarity to developers on our position regarding this type of affordable housing product.

#### **5 Consultation and feedback**

5.1 The development of our First Homes TAN is informed and supported by CBC's Director of Communities and Economic Engagement and CBC's Head of Planning. Officers have also engaged with a number of local Registered Providers to understand their views on our overall position, and they too are supportive.

#### **6 Key risks**

6.1 The main risks relate to the potential impact First Homes might have on the financial viability of affordable housing schemes. This in turn could impact on the delivery of social rented homes, which are our priority. There are also risks that First Homes may become increasingly unaffordable for lower income households if open market house prices continue to rise. In view of these risks, CBC's First Homes TAN sets out our preference for delivering shared ownership accommodation over First Homes. (Essentially, shared ownership accommodation is a more accessible product for lower incomes households who are aspiring for home ownership due to the lower mortgage and deposit requirements associated with shared ownership). Officers will, however, also explore the potential for increasing the First Homes discount from the standard 30% to either 40% or 50%, as well as potentially implementing a cap on the value of a First Home, as part of the development of the Cheltenham, Gloucester and Tewkesbury Strategic and Local Plan.

6.2 A full breakdown of our risks is set out in Appendix 1.

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**Report authors:**

Martin Stacy, Housing Strategy & Partnerships Manager,  
[martin.stacy@cheltenham.gov.uk](mailto:martin.stacy@cheltenham.gov.uk)

Ewan Wright, Senior Housing Strategy & Enabling Officer,  
[ewan.wright@cheltenham.gov.uk](mailto:ewan.wright@cheltenham.gov.uk)

**Appendices:**

1. Risk Assessment
2. Equality Impact Assessment
3. First Homes Technical Advice Note
4. First Homes Administration Flowchart

**Background information:**

**N/A**

## Appendix 1: Risk Assessment

Risk ref	Risk description	Risk owner	Impact score (1-5)	Likelihood score (1-5)	Initial raw risk score (1 - 25)	Risk response	Controls / Mitigating actions	Control / Action owner	Deadline for controls/ actions
	If First Homes effectively replaces Shared Ownership dwellings, then Registered Providers (RPs) may struggle to deliver Affordable and Social Rented homes on viability grounds.	Housing Strategy & Partnerships Manager	3	4	12	Reduce	The First Homes TAN clarifies CBC's preference to deliver Shared Ownership over First Homes in the majority of circumstances, as well as clarifying the circumstances whereby First Homes provision would be accepted.	Senior Housing Strategy & Enabling Officer	Date of Cabinet – 17 <sup>th</sup> December 2024
	If market values rise across Cheltenham, then First Homes may be less affordable, thereby reducing the scope of available affordable home ownership options for residents.	Housing Strategy & Partnerships Manager	3	4	12	Reduce	As set out above, our First Homes TAN clarifies the preference to deliver Shared Ownership over First Homes.  Officers will also explore the adoption of higher First Homes discounts	Senior Housing Strategy & Enabling Officer	Date of Cabinet – 17 <sup>th</sup> December 2024  Ongoing, to coincide with the development

							through the Strategic and Local Plan examination.		of the Strategic and Local Plan
	If no eligible local First Home buyer can be found after 3 months of marketing, then developers will be able to sell First Homes free of any local restrictions.	Housing Strategy & Partnerships Manager	<b>3</b>	<b>3</b>	<b>9</b>	<b>Reduce</b>	Ensure CBC's First Homes TAN is not overly restrictive, and for Cabinet to approve the draft TAN as set out in Appendix 1.	Senior Housing Strategy & Enabling Officer	Date of Cabinet – 17 <sup>th</sup> December 2024
	If First Homes initial sales values exceed the national £250k ceiling, then delivering First Homes in higher value areas across the Borough will become unfeasible.	Housing Strategy & Partnerships Manager	<b>2</b>	<b>3</b>	<b>6</b>	<b>Reduce</b>	Affordable Housing negotiations will focus on securing Shared Ownership homes instead of First Homes.	Senior Housing Strategy & Enabling Officer	Ongoing

## Appendix 2: Equality Impact Assessment (Screening )

### 1. Identify the policy, project, function or service change

#### a. Person responsible for this Equality Impact Assessment

Officer responsible: Ewan Wright	Service Area: Place and Growth
Title: Senior Housing Strategy and Enabling Officer	Date of assessment: 22/10/2024
Signature: Ewan Wright	

#### b. Is this a policy, function, strategy, service change or project?

Function

If other, please specify:

#### c. Name of the policy, function, strategy, service change or project

First Homes Technical Advice Note

Is this new or existing?

New or proposed

#### Please specify reason for change or development of policy, function, strategy, service change or project

The First Homes Technical Advice Note (TAN) provides clarification regarding the Councils' interpretation and implementation of the Government's First Homes affordable home ownership tenure in practice, reflecting the Government's current requirement that local authorities should produce guidance to clarify how First Homes will be implemented into their existing local planning policy framework(s).

#### d. What are the aims, objectives and intended outcomes and who is likely to benefit from it?

**Aims:** The aim of the First Homes TAN is to provide developers, officers, Members and residents with clarity around how the Council will approach and implement First Homes delivered through developer contributions (Section 106).

**Objectives:** The primary objectives of the First Homes TAN is to provide clarity to developers and other interested parties in understanding the Council's approach to delivering First Homes in Cheltenham Borough. A secondary



	objective relates to confirming how the Council will introduce First Homes into our existing planning policy frameworks.
Outcomes:	To support the delivery of First Homes in Cheltenham Borough and inform future policy development, officers will monitor key information provided by First Homes buyers relating to buyer occupation(s), household incomes and local connection criteria on an ongoing basis. The Council will also record details surrounding the delivery of First Homes in Cheltenham Borough as part of our ongoing affordable housing monitoring processes.
Benefits:	It is anticipated that the guidance included within the First Homes TAN will provide clarity and certainty to developers, which will enable the timely determination of planning applications and First Homes delivery in line with the Council’s proposed approach. Cheltenham’s prospective purchasers will equally benefit from the delivery of new First Homes as a result of the clarity provided by this guidance note.

**e. What are the expected impacts?**

Are there any aspects, including how it is delivered or accessed, that could have an impact on the lives of people, including employees and customers.

**Yes**

Do you expect the impacts to be positive or negative?

**Positive**

Please provide an explanation for your answer:

By targeting local residents through the use of specific local connection criteria, it is anticipated that local first time-buyers will be positively impacted by the adoption of the First Homes TAN, as it provides another choice of affordable home ownership product for households who may not be able to access other forms of affordable home ownership (such as Shared Ownership). Additionally, the guidance provided by the First Homes TAN should also assist residents in quickly establishing whether they are eligible to buy a new First Home, facilitating a smooth customer experience.

**If your answer to question e identified potential positive or negative impacts, or you are unsure about the impact, then you should carry out a Stage Two Equality Impact Assessment.**

<b>f. Identify next steps as appropriate</b>	
Stage Two required	<b>Yes</b>
Owner of Stage Two assessment	<b>Ewan Wright</b>
Completion date for Stage Two assessment	<b>1.11.24</b>

**STAGE 2 – Full Equality Impact Assessment**

**1. Engagement and consultation**

The best approach to find out if a policy etc, is likely to impact positively or negatively on equality groups is to look at existing research, previous consultation recommendations, studies or consult with representatives of those equality groups.

**a. Research and evidence**

List below any data, consultations (previous, relevant, or future planned), or any relevant research, studies or analysis that you have considered to assess the policy, function, strategy, service change or project for its relevance to equality.

When designing the First Homes TAN, the council reviewed the Government’s published [First Homes Equality Impact Assessment](#), which assesses the equality impacts of the majority of protected characteristics affected by the First Homes tenure. The council is largely maintaining the majority of First Homes characteristics, with the exception of setting specific local connection criteria and encouraging key worker occupations to purchase First Homes.

When drafting the First Homes TAN, we have reviewed data from the latest [2020 Gloucestershire Local Housing Needs Assessment \(LHNA\)](#) to try and understand the level of demand for First Homes, however, this document did not provide a specific breakdown of need by affordable home ownership model, and therefore it is difficult to understand the equality implications in terms of the preferred approach from a needs-led perspective.

To better understand the purchase price of new-build homes in Cheltenham for first-time buyers, the council undertook research into [HM Land Registry data \(the UK House Price Index\)](#) to collate data on the market value of homes purchased by first-time buyers in Cheltenham. The latest statistics indicate that the average value of properties purchased by first-time buyers was £285,000, however, these statistics do not provide any insight into the protected characteristics or incomes of the purchasers, nor does this data make any distinction between the cost and first-time buyer characteristics associated with new-build and existing properties.

Officers also reviewed data published by the [Office of National Statistics \(ONS\) regarding local \(Cheltenham Borough\) median and lower quartile incomes](#) covering the 2023/24 financial year. However, the data produced by ONS doesn’t distinguish between first-time buyers and all subsequent purchasers, and therefore is of comparatively limited value in terms of aiding our understanding of the equality impacts of the proposals outlined within the First Homes TAN on residents with protected characteristics.

To inform our approach to ‘key worker occupations’, officers reviewed the [now withdrawn Government guidance](#) around children of workers operating in ‘critical occupations’. This document illustrated that the list of households (who are likely to possess some level of protected characteristics) is, by any definition, likely to be extremely wide and difficult to define in a fair and objective manner.

**b. Consultation**

Has any consultation been conducted?

**Yes**

Describe the consultation or engagement you have conducted or are intending to conduct. Describe who was consulted, what the outcome of the activity was and how these results have influenced the development of the strategy, policy, project, service change or budget option.

If no consultation or engagement is planned, please explain why.

Consultation has been undertaken with a number of officers within CBC to shape the draft First Homes Technical Advice Note. First, engagement was undertaken with CBC's Planning Policy team, former Head of Planning and current Director of Planning to gauge the planning implications and preferred approach to designing the First Homes TAN. The outcome of this consultation was that planning colleagues advised that the document should be significantly shortened to aid usability for readers, and that the document should take the form of a First Homes Technical Advice Note, rather than producing a Supplementary Planning Document (SPD) to support this objective. In response to this feedback, CBC's Housing Enabling team has significantly shortened the First Homes TAN to make it more accessible to a range of readers.

No public consultation has been undertaken on this document, as CBC's approach largely reflects national guidance (especially around the First Homes flexibilities).

## 2. Assessment

### a. Assessment of impacts

For each characteristic, please indicate the type of impact (positive – contributes to promoting equality or improving relations within an equality group, neutral – no impact, negative – could disadvantage them).

Please use the description of impact box to explain how you justify the impact and include any data and evidence that you have collected from surveys, performance data or complaints to support your proposed changes

Protected Characteristic	Specific Characteristic	Impact	Description of impact	Mitigating Action
<b>AGE</b>	Older people (60+)	Low negative	The English Housing Survey data identifies that 78.4% of surveyed households were owner occupiers, and therefore would be ineligible for purchasing First Homes, which are ring-fenced exclusively for local First Time Buyers (buyers with a local connection to Cheltenham Borough). Whilst the delivery of First Homes in Cheltenham Borough is anticipated to be modest, Statistics around first time-buyers with a local connection (and their age makeup) are not readily available, and therefore it is reasonable to assume that whilst the provision of First Homes to households with a local connection may have some minor negative impact, this is difficult to quantify at a local level.	The First Homes TAN outlines that CBC will prioritise the delivery of Shared Ownership homes on new developments- moving away from the Government's expectation that 25% of First Homes delivered through Section 106 should be First Homes. The First Homes EIA indicates that 8% of total households over the age of 55 purchased Shared Ownership homes. By prioritising the delivery of Shared Ownership over First Homes (the latter of which may exclude older buyers due to ring-fencing provision exclusively for first-time buyers), CBC can mitigate the impacts of delivering First Homes older age demographics.
	Younger People (16-25)	Neutral	Adopting the First Homes TAN will have no significant impact on younger people aged 16-25.	No mitigating actions required, as the impact of adopting the First Homes TAN upon younger people (16-25) is anticipated to be neutral.
	Children (0-16)	Neutral	Adopting the First Homes TAN will have no significant impact anticipated on children 0-16.	No mitigating actions required, as the impact of adopting the First Homes TAN upon children (0-16) is anticipated to be neutral.
<b>DISABILITY</b> A definition of disability under the Equality Act 2010 is available <a href="#">here</a> .  <i>See also carer responsibilities under other considerations.</i>	Physical disability	Positive and negative	The First Homes Equality Impact Assessment indicates that, in the event that First Homes provision displaces Shared Ownership, Affordable or Social Rented provision, this would have a net negative impact on housing provision available to households with a physical	Taken altogether, the prioritisation of Shared Ownership homes over First Homes, combined with the Council's decision to move away from the Government's 25% First Homes delivery requirement (and the slightly preferential viability impact of

			disability. On a local level, broadly speaking, First Homes have a marginally larger viability impact than the provision of equivalent Shared Ownership homes, which, in turn, could have a minor indirect impact on the provision of accessible homes across all affordable tenures. However, this is counteracted by evidence provided within the Government's First Homes Equality Impact Assessment, which indicates that up to 16% of First Homes purchasers were anticipated to have a long-term illness or disability, compared to only 4% of purchasers acquiring Shared Ownership homes. Accordingly, First Homes are anticipated to have both positive and negative impacts on households with physical disabilities.	Shared Ownership) will help to significantly mitigate the slightly negative impact of First Homes delivery on households with physical disabilities.
	Sensory Impairment (sight, hearing)	Neutral	Adopting the First Homes TAN will have a neutral impact on those households with sensory impairments.	No mitigating actions required.
	Mental health	Neutral	Adopting the First Homes TAN will have a neutral impact on households with mental health needs.	No mitigating actions required.
	Learning Disability	Neutral	Adopting the First Homes TAN will have a neutral impact on those households with learning disabilities.	No mitigating actions required.
<b>GENDER REASSIGNMENT</b>		Neutral	Adopting the First Homes TAN will have a neutral impact on people who are in the process of, or who have completed gender reassignment.	No mitigating actions required.

<b>MARRIAGE &amp; CIVIL PARTNERSHIP</b>	Women	Neutral	Adopting the First Homes TAN will have a neutral impact on women in marriages or civil partnerships.	No mitigating actions required.
	Men	Neutral	Adopting the First Homes TAN will have a neutral impact on men in marriages or civil partnerships.	No mitigating actions required.
	Lesbians	Neutral	Adopting the First Homes TAN will have a neutral impact on lesbians in marriages or civil partnerships.	No mitigating actions required.
	Gay Men	Neutral	Adopting the First Homes TAN will have a neutral impact on gay men in marriages or civil partnerships.	No mitigating actions required.
<b>PREGNANCY &amp; MATERNITY</b>	Women	Neutral	From the perspective of pregnancy and maternity, adopting the First Homes TAN will have a neutral impact on women.	No mitigating actions required.
<b>RACE*</b> Further information on the breakdown below each of these headings, is available <a href="#">here</a> . For example Asian, includes Chinese, Pakistani and Indian etc	White	Low negative	The Government's First Homes Equality Impact Assessment estimates that 81% of household representatives buying First Homes are likely to be white. This figure is notably lower than the number of household representatives buying Shared Ownership homes, which stands at 96% of all purchasers. Accordingly, whilst the Council is prioritising the delivery of Shared Ownership over First Homes, the modest delivery of First Homes is likely to have a low negative impact on white households.	The Council's Technical Advice Note prioritises the delivery of Shared Ownership homes in the majority of circumstances, with First Homes only being chosen for delivery in certain specific scenarios. This focus on delivering Shared Ownership homes will help to mitigate any modest impact that the adoption of the First Homes TAN may have on white households.

	Mixed or multiple ethnic groups	Positive	Evidence published within the First Homes Equality Impact Assessment reflects that, collectively, Black, Indian, Pakistani, Bangladeshi, or 'other' groups falling under the Government's 'BAME' categorisation are proportionately significantly more likely to purchase First Homes (19% of households) than Shared Ownership properties (4% of households). These figures are founded on the premise that First Homes will not displace rented (affordable) products, which act as an important and disproportionate source of accommodation for housing mixed or multiple ethnic groups. Accordingly, the Council's focus on protecting rented provision within the First Homes TAN will ensure that mixed or multiple ethnic groups are not negatively impacted by the modest First Homes delivery anticipated across Cheltenham Borough. In summary, then, mixed or multiple ethnic groups are likely to be positively impacted by the delivery of First Homes, even at modest levels.	No mitigating actions required.
	Asian	Positive	As covered above, the Government's First Homes Equality Impact Assessment reflects that 'BAME' households are more likely to purchase First Homes than Shared Ownership properties. Delivering First Homes in Cheltenham Borough, even in small numbers, will stand to positively benefit Asian households.	No mitigating actions required.



	African	Positive	As covered above, the Government's First Homes Equality Impact Assessment reflects that 'BAME' households are more likely to purchase First Homes than Shared Ownership properties. Delivering First Homes in Cheltenham Borough, even in small numbers, will stand to positively benefit African households.	No mitigating actions required.
	Caribbean or Black	Neutral	As covered above, the Government's First Homes Equality Impact Assessment reflects that 'BAME' households are more likely to purchase First Homes than Shared Ownership properties. Delivering First Homes in Cheltenham Borough, even in small numbers, will stand to positively benefit Caribbean or Black households	No mitigating actions required.
		Neutral		
<b>RELIGION &amp; BELIEF**</b> A list of religions used in the census is available <a href="#">here</a>	See note	Neutral	Adopting the First Homes TAN will have a neutral impact on people of all beliefs and religions.	No mitigating actions required.
<b>SEX (GENDER)</b>	Men	Neutral	Adopting the First Homes TAN will have a neutral impact on men. Whilst the Council are prioritising the delivery of Shared Ownership homes over First Homes, the Government's First Homes Equality Impact Assessment indicates that both Shared Ownership and First Homes have almost identical levels of male buyers (51% for First Homes, and 50% for Shared Ownership). In practice,	No mitigating actions required.

	Women	Neutral	<p>the adoption of the First Homes TAN will likely have a neutral impact on men.</p> <p>Adopting the First Homes TAN will have a neutral impact on women. Whilst the Council are prioritising the delivery of Shared Ownership homes over First Homes provision, the First Homes Equality Impact Assessment indicates that both Shared Ownership and First Homes have almost identical levels of female buyers (49% for First Homes, and 50% for Shared Ownership). In practice, the adoption of the First Homes TAN will likely have a neutral impact on women.</p>	No mitigating actions required.
	Trans Men	Neutral	The Council does not currently possess data, nor is aware of any publicly available data that can be used to measure the impact of adopting the First Homes TAN on Trans Men. Accordingly, it is assumed that adopting the First Homes TAN will have a neutral impact on Trans Men.	No mitigating actions required.
	Trans Women	Neutral	The Council does not currently possess data, nor is aware of any publicly available data that can be used to measure the impact of adopting the First Homes TAN on Trans Women. Accordingly, it is assumed that adopting the First Homes TAN will have a neutral impact on Trans Women.	No mitigating actions required.
	<b>SEXUAL ORIENTATION</b>	Heterosexual	Neutral	The Council does not currently possess data, nor is aware of any publicly available data that can be used to measure the impact of adopting the First Homes TAN on heterosexual people.

			Accordingly, it is assumed that adopting the First Homes TAN will have a neutral impact on heterosexual people.	
	Lesbian	Neutral	The Council does not currently possess data, nor is aware of any publicly available data that can be used to measure the impact of adopting the First Homes TAN on lesbians. Accordingly, it is assumed that adopting the First Homes TAN will have a neutral impact on lesbians.	No mitigating actions required.
	Gay	Neutral	The Council does not currently possess data, nor is aware of any publicly available data that can be used to measure the impact of adopting the First Homes TAN on gay people. Accordingly, it is assumed that adopting the First Homes TAN will have a neutral impact on gay people.	No mitigating actions required.
	Bisexual/Pansexual	Neutral	The Council does not currently possess data, nor is aware of any publicly available data that can be used to measure the impact of adopting the First Homes TAN on bisexual or pansexual people. Accordingly, it is assumed that adopting the First Homes TAN will have a neutral impact on these groups.	No mitigating actions required.
<b>Other considerations</b>				
<b>Socio-economic factors</b> (income, education, employment, community safety & social support)		Neutral	The adoption of the First Homes TAN is likely to have neutral socio-economic impacts.	No mitigating actions required.
<b>Rurality</b>		Neutral	The First Homes TAN provides guidance around how the Council wish for the First Homes tenure to be delivered in	No mitigating actions required.

i.e. access to services; transport; education; employment; broadband			Cheltenham Borough. As Cheltenham is primarily an urban borough (with the vast majority of sites located within the Borough's administrative boundaries). Therefore it is not anticipated that upon adoption, the First Homes TAN will have any impact upon access to services, transport, or education.	
<b>Other (e.g. caring responsibilities)</b>		Neutral	Adopting the First Homes TAN will have neutral impact on people of with caring responsibilities.	No mitigating actions required.

\* To keep the form concise, race has not been included as an exhaustive list, please augment the list above where appropriate to reflect the complexity of other racial identities.

\*\* There are too many faith groups to provide a list, therefore, please input the faith group e.g. Muslims, Buddhists, Jews, Christians, Hindus, etc. Consider the different faith groups individually when considering positive or negative impacts. A list of religions in the census is available [here](#)

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**3. Outcomes, Action and Public Reporting**

a. Please list the actions identified through the evidence and the mitigating action to be taken.

Action	Target completion date	Lead Officer
Publication of the First Homes TAN	End December 2024	Martin Stacy, Housing Strategy & Partnership's Manager

b. Public reporting

All completed EqIA's are required to be publicly available on the Council's website once they have been signed off. EqIA's are also published with the papers for committee and full council decisions.

Please send completed EqIA's to [email address]

**4. Monitoring outcomes, evaluation and review**

The Equalities Impact Assessment is not an end in itself but the start of a continuous monitoring and review process. The relevant Service or Lead Officer responsible for the delivery of the policy, function or service change is also responsible for monitoring and reviewing the EqIA and any actions that may be taken to mitigate impacts.

Individual services are responsible for conducting the impact assessment for their area, staff from Corporate Policy and Governance will be available to provide support and guidance, please email xxxx if you have any questions.

**5. Change log**

Name	Date	Version	Change

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**APPENDIX 3: Technical Advice Note**

**Section 1: Introduction to Cheltenham Borough Council’s First Homes Technical Advice Note (TAN)**

- 1.1 In May 2021, the Government published a [Written Ministerial Statement](#) and accompanying [First Homes Planning Practice Guidance](#) which introduced a new affordable housing product, known as ‘First Homes’.
- 1.2 The First Homes policy came into effect on 28 June 2021. This outlined the expectation that local authorities’ local plans would take account of First Homes requirements, unless falling under ‘transitional arrangements.’
- 1.3 Cheltenham Borough Council does not qualify for the First Homes transitional arrangements. Accordingly, the Government expects local authorities to specify how First Homes requirements will be applied under their existing Local Plan frameworks.<sup>1</sup>
- 1.4 Following the new Labour government taking power in July 2024, the Council will monitor the impact of new policy developments upon the implementation of First Homes and adapt our policy response accordingly.

**Section 2: What are First Homes?**

- 2.1 [First Homes](#) are a new affordable home ownership tenure, with homes being sold to local first-time buyers at a minimum 30% discount against open market value. This discount is secured forever through a legal restriction passed onto future First Homes buyers.
- 2.2 The key characteristics of First Homes and associated First Homes buyer requirements are captured in Figure 1, below.

*Figure 1- First Homes Characteristics and Buyer Requirements*

First Homes characteristics	First Homes buyer requirements:
Sales values (after applying discounts) capped at £250,000	Only available to first-time buyers. <sup>2</sup>
Sold with a minimum 30% discount on open market value	Household income cannot exceed £80,000

<sup>1</sup> Cheltenham’s adopted development plan framework is comprised of the [Gloucester, Cheltenham and Tewkesbury Joint Core Strategy](#) and the [Cheltenham Local Plan](#)

<sup>2</sup> With first-time buyers being defined within Paragraph 6 of [Schedule 6ZA of the Finance Act 2003](#) for the purposes of Stamp Duty Relief for first-time buyers.

Discount is passed onto all future buyers.	Must be a buyer's main residence
Sales cap only applies on first sale	Must be purchased with at least a 50% mortgage.

- 2.3 First Homes should account for at least 25% of all affordable homes delivered through planning obligations, secured via Section 106. First Homes are exempt from Community Infrastructure Levy (CIL) charges due to their affordable housing classification.
- 2.4 As per Government guidance, homes falling outside Section 106 agreements are exempt from the First Homes delivery requirements, including 100% affordable schemes.
- 2.5 First Homes will be delivered by developers through direct marketing to eligible households without Registered Provider (RP) involvement.

### Section 3: Cheltenham Borough Council's Local First Homes Eligibility Criteria:

- 3.4 The [First Homes Written Ministerial Statement](#) and accompanying [Planning Practice Guidance](#) gives local authorities the flexibility to set specific local connection, income, house price and key worker requirements. Cheltenham Borough's approach to these flexibilities is outlined below.

#### Cheltenham Borough Council Local Connection Criteria:

- 3.5 The Council is keen to ensure that any First Homes delivered in Cheltenham Borough meet the housing needs and aspirations of local residents.
- 3.6 Accordingly, buyers seeking to purchase First Homes in Cheltenham Borough (for first and all subsequent First Homes sales) will need to meet the Council's local connection criteria.
- 3.7 To qualify for a local connection to Cheltenham Borough under the First Homes scheme, eligible buyers only need to demonstrate one of the following local connection criteria:
- 3.8 Eligible buyers must:
  - Work in Cheltenham Borough and/or
  - Live in Cheltenham Borough and/or
  - Have close family connections living in Cheltenham Borough and/or



- Be currently undertaking in regular (i.e. at least weekly) voluntary work based in Cheltenham Borough, which has been continuous for at least the last 6 months and/or
- Be able to demonstrate other special factors.

3.9 For clarity, only one member of a household buying a First Home in joint names needs to have a local connection to Cheltenham Borough for all First Homes sales.

3.10 Buyers who meet the criteria outlined within [The Allocation of Housing \(Qualification Criteria for Armed Forces\) \(England\) Regulations 2012](#) will be exempt from the Council's local connection criteria.

#### Marketing First Homes to Local Key Workers:

3.11 The First Homes Written Ministerial Statement and Planning Practice Guidance encourage local authorities to prioritise First Homes delivery for eligible local residents working in key worker professions, with local authorities defining key workers in line with their local needs.

3.12 The Council is keen to encourage key workers working across a range of public sector and voluntary occupations to apply to secure new First Homes, as set out in Figure 2, below. Although potential buyers working in these occupations are strongly encouraged to apply for First Homes, this does not prevent residents working in other employment sectors from applying to buy new First Homes, provided that potential buyers meet the required national and local eligibility criteria.

*Figure 2- Key Worker Occupations*

- NHS and Social Care
- Police
- Teachers & Teaching Staff
- Fire & Rescue Service
- Ministry of Defence & GCHQ Employees
- Local Government Employees
- Civil Servants
- Charitable organisations

#### Level of First Homes Discounts Required

3.13 Local authorities have the discretion to increase the minimum First Homes percentage discount from 30% to 40% or 50% discounts respectively, provided that a need can be demonstrated through the Local Plan process.

- 3.14 Initially, First Homes in Cheltenham Borough will be sold with a minimum 30% discount against open market value, reflecting national standards.
- 3.15 Moving forwards, the feasibility of requiring higher First Homes discounts will be assessed through the forthcoming [Cheltenham, Gloucester and Tewkesbury Strategic and Local Plan](#) examination process.

#### Approach to Local Household Income Caps:

- 3.16 The First Homes Planning Practice Guidance provides local authorities with discretion to apply household income caps for First Home buyers below the £80,000 national household income ceiling, provided that a need for such price caps can be evidenced.
- 3.17 Cheltenham Borough Council will not apply household income caps to First Home buyers within the Cheltenham Borough administrative area. This is because CBC has limited evidence of local first-time buyer incomes. In the absence of this data, there is a risk that CBC could overly restrict the ability of households to access this type of affordable housing product. Going forward, officers will monitor the income range of households acquiring First Homes within our Borough. This will enable CBC to take a more informed position on whether to impose a Household Income Cap in the future.

#### Approach to First Homes Price Caps:

- 3.18 A further flexibility offered by the [First Homes Planning Practice Guidance](#) is the option of capping the open market value of new First Homes below the national maximum value (on first sale) of £250,000.
- 3.19 Again, CBC will not be introducing price caps on new First Homes. First Homes Planning Practice Guidance is clear that changes to price caps must be implemented through the Local Plan process, reflecting robust evidence relating to local incomes, house prices and mortgage requirements. Whilst CBC will review the feasibility of First Homes price caps as part of the Strategic and Local Plan examination, it is self-evident that a local price cap will limit the range of properties that could be sold as First Homes, given the high value of homes in our area.

### Section 4: Applying First Homes into Cheltenham's affordable housing requirements:

- 4.1 The Council's preference is to deliver Shared Ownership on 25% of affordable homes secured through developer contributions. This stance is justified on the

basis that Shared Ownership represents a more accessible product to lower income households than First Homes.

- 4.2 The remaining 75% of affordable homes secured through developer contributions will be delivered as Social Rent.
- 4.3 There may however be circumstances when First Homes, in preference to shared ownership, is a more appropriate product for on-site delivery due to specific site characteristics. For example, a large single block of flats may not necessarily lend itself to a mixed tenure scheme (i.e. a scheme which includes Social Rented and/or Shared Ownership homes alongside open market homes). Such schemes may receive little to no interest from Registered Providers if they are unable to secure the freehold of the affordable housing, as this would mean that the Register Provider would not have sufficient control over the setting of future service charges for its tenants and shared ownership occupiers. The risk is that these service charges could potentially become unaffordable for lower income households.
- 4.4 Where First Homes are an appropriate affordable housing option, it is anticipated that in all but exceptional circumstances, First Homes will be delivered on-site.
- 4.5 In exceptional circumstances, further guidance regarding the Council's approach to resolving issues relating to development viability impacting upon the delivery of the full (policy compliant) affordable housing requirement can be found within [JCS Policy SD12: Affordable Housing](#).

## Section 5: Delivering First Homes in Cheltenham Borough

- 5.1 Where house prices may exceed the First Homes maximum sales value of £250k, officers reserve the right at full or reserved matters stage to seek a review of the sales value of these homes (via a RICS accredited surveyor, acting on behalf of the developer). If there is a change to the sales value, then the new value of the First Homes will need to be included as an addendum to the developer's Affordable Housing Statement (which will have been originally submitted as part of their planning application).
- 5.2 If predicted sales values exceed the £250,000 price cap after applying the 30% discount, these units will not be classified as First Homes. Developers should work with the Council to amend the scheme to support the delivery of on-site First Homes that fall within the cap or explore the provision of Shared Ownership homes instead.
- 5.3 Where on-site First Homes are secured, these should include a range of house types and sizes to meet different purchaser price points.

- 5.4 It is expected that all new First Homes will be built in accordance with the sustainability standards set out within [Cheltenham's Climate Change Supplementary Planning Document](#).
- 5.5 Additionally, the delivery of First Homes should comply with the Council's clustering requirements, namely that affordable housing should be evenly distributed across and throughout the development scheme.
- 5.6 An affordable housing statement should be submitted with all planning applications and should specify the proposed sales value for each First Home, as well as clarifying the type/size and accessibility standards of all First Homes.

## Section 6: Securing and delivering First Homes in Cheltenham:

- 6.1 New First Homes will be sold by developers to eligible buyers on a first-come-first serve basis.
- 6.2 First Homes resales will be sold to eligible buyers on a first come-first serve basis.
- 6.3 The Council will expect developers to actively market First Homes for 3 months following the initial marketing date.
- 6.4 If no eligible buyer can be found within 6 months from the initial First Homes marketing date, local authorities will then be offered these First Homes for acquisition at the discounted rates. If the local authority does not acquire these homes, then the developer can sell them on the open market without restriction (with a sum equivalent to the value of the First Homes discount being provided to the local authority).
- 6.5 The Government has released [a First Homes Model Section 106 Agreement](#), which will be used as a template to secure specific First Homes provisions.
- 6.6 The Council will expect developers to follow the active marketing and advertising to be undertaken in accordance with the Local Authority [Government guidance notes](#).

## Section 7: First Homes Monitoring and Administration Fees

- 7.1 To take account of the administrative costs associated with First Homes, a fee of £175 will be paid to the Council by the developer for each new First Home delivered. For each First Home re-sale, a fee of £175 will be charged to the Vendor.

- 7.2 The Council commits to reviewing First Home fees every 3 years, to ensure that fees remain reflective of current administration costs.
- 7.3 The First Homes administration process is outlined within the flowchart found in Appendix 1.

## Section 8: Contacts

- 8.1 For any other queries relating to First Homes please email the Council's First Homes inbox at: [firsthomes@cheltenham.gov.uk](mailto:firsthomes@cheltenham.gov.uk)

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## Appendix 4: First Homes Administration Flowchart

- 1.1 This appendix provides a simplified, step-by-step breakdown of the First Homes administration process, outlining the role of the local authority in overseeing the smooth implementation of new-build First Homes. A separate document will be created to address First Homes resale administration.
- 1.2 The Authority to Proceed (ATP), Legal Declaration, Solicitors Undertaking, Authority to Exchange (ATE), Confirmation of Exchange and Certificate on Title are all found within the [First Homes Conveyancer Pack](#). This Pack should be tailored to reflect individual scheme requirements. The Conveyancer Pack highlights Local Authority (LA) responsibilities in yellow, whereas applicant and conveyancer responsibilities are highlighted in green.
- 1.3 Figure 1 overleaf provides a comprehensive breakdown of the steps that LAs must take to assist applicants in securing First Homes while meeting legal and policy requirements.

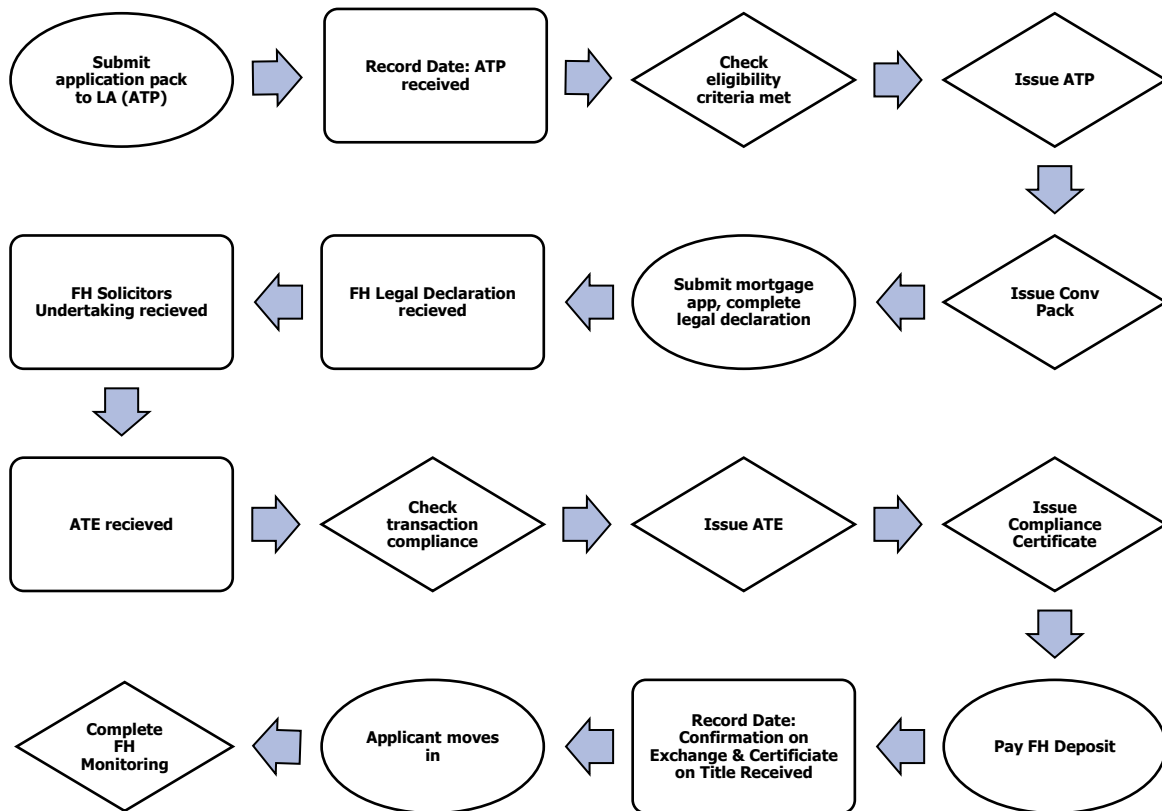
Figure 1- First Homes administration process

**Key:**

**CIRCLES** = actions undertaken by the applicant

**RECTANGLES** = important steps in the First Homes process. (This normally involves the LA receiving documentation from the applicants' solicitors.

**DIAMONDS** = actions undertaken by the LA.





## Cheltenham Borough Council

### Cabinet – 17 December 2024

## Fencing, Hedgerows and Boundary Policy

**Accountable member:**

Cllr Flo Clucas, Cabinet Member for Housing and Customer Services

**Accountable officer:**

Paul Leo, Interim Housing Transformation Director

**Ward(s) affected:**

All

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**Key Decision:** No

**Executive summary:**

The Fencing, Hedgerows and Boundary policy broadly sets out how Cheltenham Borough Council (CBC) will address the repairs, maintenance and renewals of existing boundary fencing. It sets out how we will respond to boundary issues raised by our tenants and others residing in adjacent properties.

The policy was considered by the Cabinet Housing Committee on 13 November who recommend it to cabinet for approval subject to it being reviewed in 1 year rather than 4 years, during which time the following should be carried out:

- The position on hedging should be reviewed so that it is on more equal terms with fencing.
- A cost benefit analysis of hedging vs fencing is carried out.
- Opportunities are explored which would enable the council to provide tenants with more support on how to manage and maintain hedges themselves so that the biodiversity benefits can be realised.
- The climate assessment is reviewed.

**Recommendations: That Cabinet:**

1. approves the Fencing Policy;

2. notes that the policy will be reviewed in one year;
  3. requests that during the review period officers carry out the actions set out in 5.2 of this report.
- 

## 1 Implications

### 1.1 Financial, Property and Asset implications

Budgetary provision was made in the HRA budget 24/25 proposals presented for Council approval in Feb 24, with a projection of budgetary requirements for the following two years. The HRA 30-year plan includes for investment in repairs and if necessary, renewal of these components. For future years no orders committing to spend will be raised until budget approval has been given on an annual basis.

**Signed off by:** Gemma Bell, Director of Finance and Assets,  
[gemma.bell@cheltenham.gov.uk](mailto:gemma.bell@cheltenham.gov.uk)

### 1.2 Legal implications

In dealing with any fences between CBC land and privately owned land, the Council should be aware of the provisions of the Party Walls etc Act 1996 and in particular the requirement to serve notices before carrying out any work to party structures. One Legal can provide further advice on individual cases if required.

It would also be advisable to enter into agreements with adjoining landowners regarding ongoing maintenance to avoid questions of future liability.

**Signed off by:** One Legal (Sian Cheetham, [Sian.Cheetham@onelegal.org.uk](mailto:Sian.Cheetham@onelegal.org.uk))

### 1.3 Environmental and climate change implications

This policy reduces negative environmental implications by adopting a 'Repair First' approach, which is a more sustainable, holistic practice over unnecessary renewal. By utilising this approach it follows good waste management practice, by maximising longevity of existing fences through repair. The protection of hedges, shrubs, bushes, and trees is also promoted, whereby tenants are encouraged to maintain existing and plant new hedgerows, instead of using fencing wherever practicable. Minimising further negative impacts on wildlife has been considered, for example gaps will be left at the base of fencing to allow wildlife (Hedgehogs etc) to roam freely. Assessment Table below with full report in Appendix 3.

**Fencing, Hedgerows and Boundary Policy**



Key	
	Significant and/or long-term positive impact identified. No changes needed.
	Slight or short-term positive impact identified. No changes needed but could be reviewed to improve.
	Not applicable or no cause for concern.
	Slight or short-term negative impact identified. Review to identify possible improvements.
	Significant and/or long-term negative impact identified. Changes needed before proceeding.

**This summary of the CIAT should be used to aid your decision making. Please note that red/amber segments simply mean that mitigations and changes should take place not that the project cannot go ahead.**

**Signed off by:** Maizy McCann, Climate Emergency Officer,  
[maizy.mccann@cheltenham.gov.uk](mailto:maizy.mccann@cheltenham.gov.uk)

**1.4 Corporate Plan Priorities**

This report contributes to the following Corporate Plan Priorities:

- Working with residents, communities and businesses to help make Cheltenham #netzero by 2030
- Ensuring residents, communities and businesses benefit from Cheltenham’s future growth and prosperity
- Being a more modern, efficient and financially sustainable council

**1.5 Equality, Diversity and Inclusion Implications**

An equalities impact assessment screening questionnaire has been completed and is attached at Appendix 2.

**1.6 Performance management – monitoring and review**

The policy will be reviewed in 1 year with performance being monitored every quarter. The performance reviews will include tracking of customer satisfaction, complaints and compliments and expenditure against budget.

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**2 Background**

- 2.1 The current Tenant Handbook states “we will only repair fences that are connected to public land, intermediate fences between properties will be posts with strands of wire”. However, the standard of posts with three stands of wire does not meet our customers' expectations and, historically this has not been adhered to, with concrete posts and chain link fencing becoming the minimum standard and, furthermore, a plethora of other fence types have been erected by us, by our tenants and by others in adjacent properties. The situation has been further complicated with the introduction of timber fencing being used for newly developed property and repairs having been completed to all types of fences and not just those connected to public land as stated in the Tenant's Handbook.
- 2.2 The current situation has arisen over many years and is not something that can be rectified quickly, however, the new policy sets out an aspirational long-term position and provides the means for more control over what happens now and going forwards. It will provide staff with the guidance they need when delivering services and will ensure that our tenants are fully informed about the approach we will take.
- 2.3 In terms of funding, there is insufficient budget in the HRA for a full fencing renewal programme, however, the numbers support an annual programme of replacement to the value of £150K -£300K per Annum. Therefore, the policy sets out a repairs first approach with renewals only to be programmed where fencing is beyond repair and where budget is available.

### **3 Reasons for recommendations**

- 3.1 To standardise the approach to repairs, maintenance and renewals of fencing, hedgerows and boundary renewals across CBC estates.
- 3.2 To provide clear guidance to staff and tenants and residents.
- 3.3 To set out CBC's aspirations for improvements in standards and acknowledge the importance of biodiversity on our estates.
- 3.4 To enable the actions requested by the Cabinet Housing Committee to be carried out.

### **4 Alternative options considered**

- 4.1 None, although cabinet could decide not to approve the policy.

### **5 Consultation and feedback**

5.1 The fencing policy was developed after cross-team consultation and following review by Tenant Panel it was amended accordingly. The policy sets out a standard approach that will be affordable and that can be easily followed by staff and explained to tenants. It will facilitate incremental improvements and renewals on our estates which should in turn be reflected with improved customer satisfaction.

5.2 The policy was considered by the Cabinet Housing Committee on 13 November who recommend it to cabinet for approval subject to it being reviewed in 1 year rather than 4 years, during which time the following should be carried out:

- The position on hedging should be reviewed so that it is on more equal terms with fencing.
- A cost benefit analysis of hedging vs fencing is carried out.
- Opportunities are explored which would enable the council to provide tenants with more support on how to manage and maintain hedges themselves so that the biodiversity benefits can be realised.
- The climate assessment is reviewed.

## 6. Key risks

6.1 A risk assessment has been completed and it attached at Appendix 1.

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### Report author:

Paul Leo, Interim Housing Transformation Director

### Appendices:

- i. Risk Assessment
- ii. Equality Impact Assessment – Screening
- iii. [Climate Change Impact Assessment](#)
- iv. Fencing, Hedgerow and Boundary Policy

### Background information:

Cabinet Housing Committee report dated 13 November and associated minutes: [Agenda for Cabinet Housing Committee on Wednesday, 13th November, 2024, 6.00 pm - Modern Council](#)

## Appendix 1: Risk Assessment

Risk ref	Risk description	Risk owner	Impact score (1-5)	Likelihood score (1-5)	Initial raw risk score (1 - 25)	Risk response	Controls / Mitigating actions	Control / Action owner	Deadline for controls/ actions
1	Without a policy in place there is a risk that we are unable to manage the expectations of our tenants resulting in complaints	Head of Busing Services	2	3	6	Reduce the risk	Introduce Policy	Head of Building Services	Dec 2024
2	Without a policy in place there is a risk that our services will be inconsistent thereby resulting in confusion amongst staff and contractors	Head of Building Services	3	3	9	Reduce the risk	Introduce policy and make sure staff are aware of its existence	Head of Building Services	January 2025
3	Without a policy in place there is a risk that we will not be able to maximise opportunities for increased biodiversity	Head of Building Services	2	3	6	Reduce the risk	Introduce policy and make sure staff are aware of its existence and publicise so tenants also become aware of it	Head of Building Services	January 2025
4.	Without a policy in place there is a risk that we will not be able to realise opportunities to minimise CBC's carbon footprint	Head of Building Services	2	3	6	Reduce the risk	Introduce policy and make sure staff are aware of its existence	Head of Building Services	January 2025

## Appendix 2: Equality Impact Assessment

### 1 Identify the policy, project, function or service change

#### a. Person responsible for this Equality Impact Assessment

Officer responsible: Mark Way / Debbie Copeland	Service Area: Housing
Title: Head of Building Services / Planned Maintenance Manager	Date of assessment: 11/09/24
Signature: M Way / D J Copeland	

#### b. Is this a policy, function, strategy, service change or project?

Policy

If other, please specify:

#### c. Name of the policy, function, strategy, service change or project

Fencing, Hedging and Boundary Policy

Is this new or existing?

New or proposed

Please specify reason for change or development of policy, function, strategy, service change or project

#### d. What are the aims, objectives and intended outcomes and who is likely to benefit from it?

Aims:

The aim of this policy is to provide guidance to all staff and customers about our approach to fencing to our customers' homes including CBC's obligations for repair and replacement.

Objectives:

To clearly set out the obligations of the landlord (Cheltenham Borough Council) and the obligations of tenants and leaseholders.

- To provide clarity for CBC staff, tenants and leaseholders through a document which clearly defines the type and standard of fencing adopted when renewal is required.
- To set out and define the principle of a "Repairs First" approach to maximise the longevity of existing boundary fences and thus make the renewal of fences to a higher standard affordable when renewal is required.
- To set out a standard approach where fences need renewal that will meet tenant expectation, reduce complaints, improve security and aesthetics, and simplify future repairs with a combined effect of improving efficiency and increasing tenant satisfaction
- To provide a means by which disputes and complaints can be resolved through the application of this policy

Outcomes:

The policy will ensure compliance with the Regulatory Framework for Social Housing in England as adopted by the Regulatory of Social Housing, outlined as:

- Repairs and Maintenance

	<ul style="list-style-type: none"> <li>○ Registered providers are required to:             <ul style="list-style-type: none"> <li>○ Provide a cost-effective repairs and maintenance service to homes and communal areas that respond to the needs of, and offers choices to, tenants, and has the objective of completing repairs and improvements right first time.</li> <li>○ Meet all applicable statutory requirements that provide for the health and safety of the occupants of their homes.</li> </ul> </li> <li>● Understanding and responding to diverse needs of tenants             <ul style="list-style-type: none"> <li>○ Registered providers are required to:                 <ul style="list-style-type: none"> <li>○ Treat all tenants with fairness and respect</li> <li>○ Demonstrate that they understand the different needs of their tenants, including in relation to the equality standards and tenants with additional support needs.</li> </ul> </li> </ul> </li> <li>● Neighbourhood management             <ul style="list-style-type: none"> <li>○ Registered providers are required to:                 <ul style="list-style-type: none"> <li>○ Keep the neighbourhood and communal areas associated with the homes that they own clean and safe. They shall work in partnership with their tenants and other providers and public bodies where it is effective to do so.</li> </ul> </li> </ul> </li> </ul>
Benefits:	By following this policy staff will be consistent and fair when dealing with fencing, hedging and boundaries

<b>e. What are the expected impacts?</b>	
Are there any aspects, including how it is delivered or accessed, that could have an impact on the lives of people, including employees and customers.	<b>Yes</b>
Do you expect the impacts to be positive or negative?	<b>Positive</b>
Please provide an explanation for your answer: Potential positive impacts but not specifically in relation to any of the protected characteristics.	
The policy will set out a standard approach where fences need renewal that will meet tenant expectation, reduce complaints, improve security and aesthetics, and simplify future repairs with a combined effect of improving efficiency and increasing tenant satisfaction	

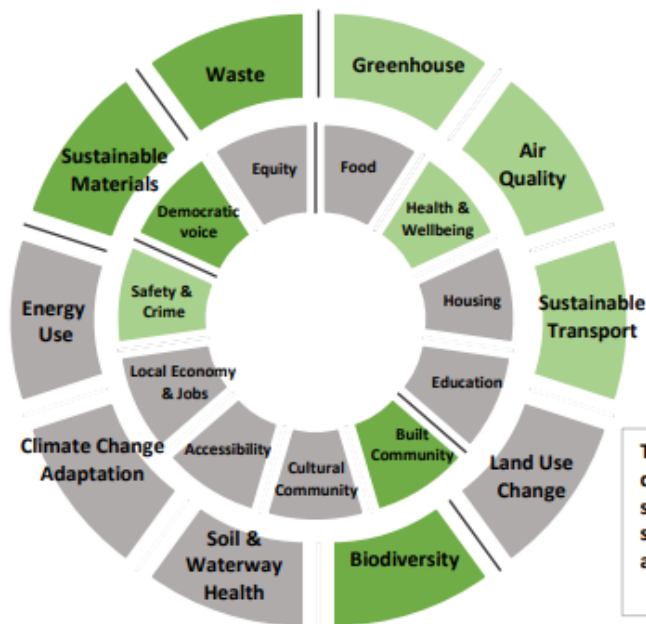
**If your answer to question e identified potential positive or negative impacts, or you are unsure about the impact, then you should carry out a Stage Two Equality Impact Assessment.**

<b>f. Identify next steps as appropriate</b>	
Stage Two required	<b>No</b>
Owner of Stage Two assessment	
Completion date for Stage Two assessment	



### Appendix 3: Climate Change Impact Assessment

#### Fencing, Hedgerows and Boudary Policy



**Key**

	Significant and/or long-term positive impact identified. No changes needed.
	Slight or short-term positive impact identified. No changes needed but could be reviewed to improve.
	Not applicable or no cause for concern.
	Slight or short-term negative impact identified. Review to identify possible improvements.
	Significant and/or long-term negative impact identified. Changes needed before proceeding.

This summary of the CIAT should be used to aid your decision making. Please note that red/amber segments simply mean that mitigations and changes should take place not that the project cannot go ahead.

Environmental	Scores	Justification
GHGs	2	Plans are in place to transition the fleet used for activities associated within this policy, away from diesel and to Electric or HVO. By utilising a 'Repair First' approach this also reduces the amount of waste and therefore the amount of products being purchases and thier associated embodied carbon.
Air quality	2	Please see section 1D. By encouraging tennants to plant and maintain hedges, shrubs, bushes, and trees used as boundaries, this will also improve localised air quality.
Sustainable Transport	2	As 1D above
Land use change	0	Policy applies to repairs and renewal of existing fences to domestic properties

<b>Biodiversity</b>	4	This policy aims to minimise further negative impacts on wildlife for example gaps will be left at the base of fencing to allow wildlife (Hedgehogs etc) to roam freely. Tenants are encouraged to maintain existing, and plant new hedgerows when practical, providing habitat for biodiversity.	
<b>Soil and waterway health</b>	0	0	
<b>Climate Change Adaptation</b>	0	0	
<b>Energy Use</b>	0	0	
<b>Sustainable Materials</b>	4	The Repair First' approach minimises primary material need, increasing the sustainability.	
<b>Waste</b>	4	Through forming this policy, it provides a framework which reduces unnecessary renewal of fencing, when repairs can be utilised instead, which will have a positive impact on waste.	

<b>Social</b>	<b>Scores</b>	<b>Justification</b>	
<b>Food</b>	0	Policy sets out approach to repair and renewal of fences in domestic properties.	
<b>Health</b>	2	CBC recognises that fencing is an important issue to tenants and believes, good fences make for better neighbours, and that good fencing can make a positive difference to the look and feel of neighbourhoods as well as improve security and safety.	
<b>Housing</b>	0	0	
<b>Education</b>	0	0	
<b>Community</b>	8	Policy supports biodiversity aspirations through preference towards hedgerows rather than fencing, and sets out a framework for improving facilities.	
<b>Culture</b>	0	0	
<b>Accessibility</b>	0	See 1D	
<b>Local Economy and Jobs</b>	0	0	
<b>Safety</b>	2	Secure boundaries can increase security and sense of safety, whilst also acting as a deterrent.	
<b>Equity</b>	0	0	

<b>Democratic Voice</b>	4	This policy has been formed in consultation with other teams, who provided feedback from tenant complaints.	
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Appendix 4

# Cheltenham Borough Council

## Fencing, Hedgerow and Boundary Policy



### Version control

**Document name:** Fencing, Hedging and Boundary Policy

Version: 1.1

Responsible officer

- Head of Building Services
- Head of Technical and Investment

Approved by: Cabinet

Next review date: December 2025

Retention period: 6 months from replacement

### Revision history

Revision date	Version	Description
November 2024	1	Draft reviewed by Cabinet Housing Committee
December 2024	1.1	Approved by Cabinet December 2024

### Consultees

#### Internal

- Tenant Panel
- Internal cross team consultation
- Heads of Service
- Cabinet Housing Committee

#### External

- Market research of Social Housing Sector

### Distribution

Staff, Tenants

**Contents**

1. Introduction.....3

2. Purpose of the Policy.....3

3. Scope of the Policy.....4

4. Policy Statement.....5

5. Accountability and Responsibility .....10

6. Set out clear definitions of acceptable actions/behaviours etc.....10

7. Non-Compliance with the Policy .....10

8. Related Policies, Procedures, Quality Standards and Legislation .....11

9. Consultation/Research Undertaken.....11

10. Communication, Monitoring and Review of the Policy .....11

APPENDIX 1:.....13

## 1. Introduction

- 1.1. The aim of this policy is to provide guidance to all staff and customers about our approach to fencing to our customers' homes including CBC's obligations for repair and replacement.
- 1.2. The policy covers how we will deal with requests for enclosing open plan spaces, day to day reactive repairs and requests for replacement of dividing or boundary fencing.
- 1.3. The policy will ensure compliance with the Regulatory Framework for Social Housing in England as adopted by the Regulatory of Social Housing, outlined as:
  - Repairs and Maintenance
    - Registered providers are required to:
      - Provide a cost-effective repairs and maintenance service to homes and communal areas that respond to the needs of, and offers choices to, tenants, and has the objective of completing repairs and improvements right first time.
      - Meet all applicable statutory requirements that provide for the health and safety of the occupants of their homes.
  - Understanding and responding to diverse needs of tenants
    - Registered providers are required to:
      - Treat all tenants with fairness and respect
      - Demonstrate that they understand the different needs of their tenants, including in relation to the equality standards and tenants with additional support needs.
  - Neighbourhood management
    - Registered providers are required to:
      - Keep the neighbourhood and communal areas associated with the homes that they own clean and safe. They shall work in partnership with their tenants and other providers and public bodies where it is effective to do so.

## 2. Purpose of the Policy

- 2.1. To clearly set out the obligations of the landlord (Cheltenham Borough Council) and the obligations of tenants and leaseholders.
- 2.2. To provide clarity for CBC staff, tenants and leaseholders through a document which clearly defines the type and standard of fencing adopted when renewal is required.
- 2.3. To set out and define the principle of a "Repairs First" approach to maximise the longevity of existing boundary fences and thus make the renewal of fences to a

higher standard affordable when renewal is required.

- 2.4. To set out a standard approach where fences need renewal that will meet tenant expectation, reduce complaints, improve security and aesthetics, and simplify future repairs with a combined effect of improving efficiency and increasing tenant satisfaction.
- 2.5. To provide a means by which disputes and complaints can be resolved through the application of this policy.

### **3. Scope of the Policy**

- 3.1 This policy will be applied to all rented dwellings owned by the council and tenants living in them.
- 3.2 CBC recognises that fencing is an important issue to tenants and believes, good fences make for better neighbours, and that good fencing can make a positive difference to the look and feel of neighbourhoods as well as improve security and safety.
- 3.3 CBC has consulted with tenants and agreed what CBC's responsibilities are regarding fencing repairs and replacement.
- 3.4 Where CBC has a repairing obligation to external boundary fencing, it reserves the discretionary right to undertake this obligation as a reactive repair, a planned repair or a planned renewal as a "one off" or as part of a programme of works as appropriate. The time taken to complete the work will therefore vary and the tenants will be informed of the anticipated timescales for completion.
- 3.5 There will be occasions where the work is deemed to be of a more urgent nature and the list below, although not exhaustive, provides examples of where work would be expedited:
  - The protection and / or privacy from people of vehicles entering a garden where it borders a busy thoroughfare or public space.
  - Separation of a garden from hazards such as streams or severe changes in ground level at the edge of a property.
  - Where social / health / occupational therapist care services have intervened and recommended that improvement to or renewal of the existing fencing or the installation of a new fence where none was there previously is required to safeguard the tenant/s or a member of their family residing in the property.
  - There is a long standing anti-social behaviour issue and fencing has been recommended as part of the solution.



- 3.6 The policy will apply to boundaries between tenanted property and privately owned property. The title deeds for the property will be reviewed and the ownership established. If the title is not proven or is shared, the costs shall be agreed before works begin and distributed by agreement.

#### **4. Policy Statement**

- 4.1 Fencing Quality Standard – CBC aspires to standardise the type and quality of fencing used across its estates, but financial restraints mean that this cannot happen immediately and practically there is no need to replace fencing that has not reached the end of its anticipated life cycle, has not failed and where reactive repairs will ensure that it remains serviceable.
- 4.2 Open Plan Estates – Many of the social housing estates managed by CBC are open plan i.e., they do not have fencing to the front of the properties and this open plan feature will be maintained as far as practicable. CBC has responsibility for the maintenance of the front gardens on open plan estates and services this responsibility through a ground's maintenance contract. Open unobstructed front gardens facilitate efficient cutting and maintenance. Requests to enclose gardens that form part of open plan spaces will in general be declined and only considered in absolute extreme cases, Where obstructions (Fences, demarcation posts, unofficial drives/parking areas) have been erected/created to front gardens on open plan estates, they will be removed as soon as practical with the ground being returned to open plan and once again becoming part of the ground's maintenance programme.
- 4.3 Empty Properties (Voids and Acquisitions) - CBC will check all fencing whilst the property is void before a new tenant moves into a property to ensure it is secure and free from any health and safety hazards.

The boundary will be checked against the deeds to ensure that it hasn't been moved or altered by a previous tenant or owner.

Work to existing fences of void properties will follow the "repairs first" approach for all existing fences to the front / rear / side gardens, providing the fencing is sound, of suitable quality and constructed from materials that are in keeping with the aesthetics and character of the neighbourhood. Where fences, demarcation posts and / or unofficial drives/parking areas have been erected/created in front gardens on open plan estates then, all such obstructions will be removed, and the front garden returned to open plan as mentioned in 4.1 above.

When only part of a fence is damaged only the damaged section will be renewed, either to match the existing fence or to meet the new standard. CBC Officers will use their discretion when deciding whether to match the existing fence or not, with

such decision dependent on the location and extent of the damage and the impact on aesthetics and character of the surrounding neighbourhood.

Gifting - Where a fence has been erected by the previous tenant and is deemed to be in good condition but not standard, the incoming tenant will be asked if they would like CBC to Gift the fence. In accepting the fence, the incoming tenant would be responsible for future repairs and maintenance, with replacement only occurring when CBC considers it to have reached the end of its life. Any replacement will be to the agreed standard fencing and may not be to the same standard as the “gifted” fence.

- 4.4 Where fencing is installed, CBC will not normally carry out systematic or cyclical maintenance programmes and will only complete repairs to fencing in circumstances where;
- Reported damage has been caused by an expected level of wear and tear
  - Damage is caused by adverse weather conditions
  - Damage has been caused by acts of wilful vandalism, that after investigation by CBC Officers is found not to be the responsibility of the tenant or their visitors.
- 4.5 Where damage is caused to fencing by acts of wilful vandalism and the responsibility can be established, CBC Officers will seek to recharge the costs of any remedial works or renewal to those parties responsible where it is feasible to do so.
- 4.6 Repair first Approach - Where there are existing fences, CBC reserves the discretionary right to follow a repair first approach rather than undertake partial or full renewal. In such instances the repair may be completed in response to a repair request from the tenant as a routine reactive repair (typically smaller non urgent works completed within 15 working days of notice) or as a planned repair (typically larger repair work). The tenant reporting the repair will be notified accordingly as to whether the work will be completed as a reactive or planned repair where a target completion date will also be provided.
- 4.7 Renewal of fencing – where CBC deems a fence to be beyond repair and / or a risk to health and safety, a planned renewal of the defective fencing will be completed as a one off. CBC Officers will use their discretion when deciding whether to match the existing fence or install a section in accordance with the new standard, such decisions will be dependent on the location and extent of the damage and the impact on aesthetics and character of the surrounding neighbourhood.

CBC will only carry out planned fencing renewal programmes when a budget is available to do so. In such circumstances tenants will be contacted in advance before the works are commenced to notify them that their property is included in the

programme.

4.8 Developing planned fencing renewal programmes – as stated above, these will only occur when a budget is available and where this is the case, CBC will first survey the areas under consideration and will decide to introduce new or renew fencing depending upon the following criteria:

- The original fence is no longer in place or is in such a condition that it is beyond repair, and it requires renewal and, to install a new fence will not breach any existing planning/building regulation or interfere with any existing permanent/semi-permanent structure or obstacle.
- The existing fence does not provide adequate security.
- The proposed installation is feasible, practical and affordable.
- Permission has been given by all adjoining residents affected by the fence for CBC or its contractors to access any land as required to complete the new installation.
- Any divisional fencing installed is faithful to the original boundary lines as identified in the property deeds.

4.9 Type / style of Fencing

4.9.1 Existing fencing – CBC has many different types and styles of fencing already in-situ around its properties and estates and in many cases hedges, shrubs, bushes and trees may form the boundary or part there of (see 4.9.2 below). Most fences remain perfectly serviceable and as previously stated, the intention is to repair and maintain these fences wherever practicable. In some circumstances, the type of and style of fencing forms an integral part of the aesthetics and character of the estate, for example, concrete post and chain-link fencing with steel gates, and to make a change to one property would spoil the overall effect and, therefore, in such circumstances repairs and renewals will be on a like for like basis.

4.9.2 Estate Biodiversity - Existing boundary Hedges, shrubs, bushes and trees (commonly referred to as hedgerows hereafter).

CBC aspires to maintain biodiversity on its estates wherever it is practicable to do so and will encourage tenants to maintain existing and plant new hedgerows instead of fencing wherever practicable. However, the maintenance of gardens and boundary hedgerows is a tenant responsibility and as such, the tenant has some choice over what they wish to plant and maintain in their garden and CBC will respect this.

Where fences are to be repaired or replaced, CBC will give consideration to the impact that such fencing may have on the biodiversity of the estate and will actively seek to create means to assist rather than hinder wildlife, for example, gaps will be

left at the base of fencing to allow wildlife (Hedgehogs etc) to roam freely.

- 4.9.3 New fencing standards – In consultation with tenants, a new standard has been agreed for existing fencing that is to be renewed, and the following points set out the standard, the caveat to this being like for like renewals that are required to maintain the aesthetics and character of the area.
- 4.9.3.1 CBC will not install new fencing where there has been none previously unless recommend to do so, see item 3.5 above.
  - 4.9.3.2 All timber used in new fencing will be pre-treated and will not need to be stained or painted. Tenants may stain their fences if they wish.
  - 4.9.3.3 Front Garden fences will be replaced as follows:
    - No fence installed where there is none previously
    - 0.9m timber picket fencing replaced where this exists currently
    - 1.2m Chain link – replaced where this exists currently
  - 4.9.3.4 Rear Garden fences between tenanted properties (each side and back fence)
    - 2 x privacy panels adjacent to or abutting the home (each 1.8m x 1.8m) constructed from concrete post, concrete gravel board and infilled with timber panel fencing (a timber post may be used if abutting/fixed to the home).
    - Remainder of fence line will be to be constructed from concrete post, concrete gravel board and infilled with 1.2m high timber panel fencing.
  - 4.9.3.5 Rear Garden Fences or walls between tenant and private property.
    - Check deeds to establish responsibility
    - If CBC has responsibility, inform the adjoining owner and replace as 4.9.3.4
    - If adjoining owner has responsibility, CBC will write to them informing them if repairs / replacement is necessary
    - If there is shared responsibility, CBC will obtain quotes and inform the adjoining owner and agree an action plan.
  - 4.9.3.6 Demarcation between front and rear of property
    - Fencing and side gates will only be repaired and / or replaced when they were originally installed by CBC
- 4.9.4 Public Space Boundaries - Boundary fencing, where the property is adjacent to a public accessible space, will in general, be of more substantial design providing additional security and resistance to vandalism. In such areas the type and style of the fencing will be chosen to compliment the aesthetics and character of the surrounding area. This type of fencing will not be used for standard divisional fencing.

4.10 Service Charges - Where fencing works on communal areas will cost more than £250 per leasehold flat, CBC will consult leaseholders in line with its statutory obligations under section 20 of the Landlord and Tenant Act 1985 (as amended by the Commonhold and Leasehold Reform Act 2002).

4.11 Tenant Responsibilities

- 4.11.1 Tenants are responsible for the safe enclosure of any pets to prevent escape onto neighbouring properties and highways.
- 4.11.2 Boundary alterations - The tenant must obtain written permission from CBC before commencing alteration to any boundary structure. This includes the taking down, alteration and installation of fences, hedges, trees and walls. The specification and standard for the works must also be agreed with CBC prior to the work starting.
- 4.11.3 It is the tenant's responsibility to ensure all other necessary approvals, for example, planning permission and/or building regulations are in place prior to work commencing. The landlord (CBC) will not give its permission until these are evidenced.
- 4.11.4 CBC reserves the right to remove fencing or boundaries, and recharge works to the tenant where the fencing or boundary constructed by the tenant is not deemed acceptable, is unsafe or where deliberate damage of the structure has taken place.
- 4.11.5 Any new boundary or fencing erected by the tenant must give due consideration to the setting, appearance and style of the surrounding neighbourhood. If any boundary or fencing erected by the tenant does not fit its surrounding, CBC reserves the right to remove it and recharge the tenant for the costs of this and any reinstatement work.
- 4.11.6 CBC accepts no responsibility for boundary structures installed by the tenant and will have no obligation to maintain, repair or renew and such responsibilities will remain with the tenant.
- 4.11.7 If, after being given reasonable notice, a tenant does not keep in good repair or renew a fence that is their responsibility to maintain under this policy, CBC may carry out the works itself (repair, remove or renew), and will recharge the tenant for the cost of this and all associated remedial work.
- 4.11.8 If a tenant fails to maintain their garden and, as a result, damages a fence owned by a third party to the point that it has to be replaced, CBC may, after giving reasonable notice to the tenant to pay for the replacement of the fence, agree with its owner to contribute to its replacement up to the cost of providing a four-foot chain link fence and recharge the tenant for that element of the cost.
- 4.11.9 A tenant is responsible for keeping any trees, bushes or flowers maintained and not allowing any such foliage to cause any damage to fences, or walls belonging to CBC. The tenant is responsible for any damage caused, for

rectifying such damage or CBC will do so and re-charge the tenant.

4.11.10 Generally, any work that the council carries out that are the tenant's responsibility under this policy, or the conditions of tenancy will be recharged and recovered in line with our recharge policy.

4.11.11 At the end of a tenancy CBC will be obliged to remove any fencing or other boundary structure that is found to be in a damaged, unsatisfactory, or unsafe condition. These works will be recharged to the former tenant(s) in line with CBC's recharge policy.

## **5. Accountability and Responsibility**

CBC's responsibilities once a repair or renewal request has been received are:

- 5.1 To establish ownership of the boundary structure.
- 5.2 To respond to the repair request in accordance with priority targets:
  - Emergency – respond within 2 hours, complete within 24 hours
  - Urgent – complete with 5 working days
  - Routine – complete with 15 working days
  - Planned Work -time frame to be confirmed
- 5.3 To undertake an inspection of the property / fence as and when appropriate to do so.
- 5.4 To communicate with the tenant / residents and inform them of what work, if any is to be done.
- 5.5 Issue recharges or service charges as necessary.

## **6. Set out clear definitions of acceptable actions/behaviours etc.**

- All staff to read and understand the policies and procedures
- All staff to adhere to policy, give explanations and communicate with tenants.
- All staff to report any damage or changes to fencing while on site.

## **7. Non-Compliance with the Policy**

Financial:

- Repairing and planning for the replacement of fencing will make sure the budget figure is more accurate. The Stock Condition Survey is out of date, but a detailed stock condition survey is being completed this financial year.

- There is a current contract for fencing which gives more accurate prices.
- The standardisation of fencing and the planned approach to the work will allow economies of scale.
- Savings in time and money for staff not dealing with complaints

#### Procedure

- Non-Compliance with this Policy: Colleagues and contractors who fail to comply with this policy will pose a risk to CBC. Training will be provided, and communications will be organised to mitigate against this. Where training and communications are not followed, an informal performance discussion will take place with those responsible and where matters fail to improve a formal performance review will follow.
- Strategic: Good fences that meet the aspirations of our tenants will reduce complaints and over the long term will improve service and provide cost savings.
- Risk in terms of reputational damage - due to complaints which may bring negative publicity.

### **8. Related Policies, Procedures, Quality Standards and Legislation**

- Landlord and Tenant Act 1985
- Commonhold and Leasehold Reform Act 2002
- Housing Act 2004
- Housing Health and Rating System (HHSRS) 2006
- Decent Homes Standard 2006
- The Equality Act 2010
- Homes Standard 2015
- The Safety and Quality standard – Consumer Standards April 2024 (Superseding the 2015 version)
- Tenant Satisfaction Measures 2023 (Updated 2024)

### **9. Consultation/Research Undertaken**

- Tenant Consultation has taken place via the Tenant Panel.
- Cross Team Consultation – a working party consisting of members from Technical and Investment, Repairs, Tenancy Management has met and reached consensus on the policy.
- Cabinet Housing Committee

### **10. Communication, Monitoring and Review of the Policy**





- 11.1 This policy will be shared with CBC staff and will be a public document shared via the CBC Website.

- 11.2 Training will be provided to all staff who may have need to refer to and / or use this policy.
- 11.3 A User Guide including a check list will be developed and issued to all staff visiting properties.
- 11.4 Good fences will help to reduce neighbourly issues if they are maintained to an appropriate standard that meets tenant aspirations but doing so can be costly. As this policy sets out aspirational standards and a firmer approach, for the foreseeable future, it will be reviewed annually to ensure it remains affordable.



**APPENDIX 1:**

Images of the fencing most commonly at CBC properties.

Examples of Existing Fencing		
<p>Post and Wire with concrete posts.</p> <p>As per tenancy agreement. With 2 x Privacy Panels</p>		
<p>Chain link with concrete posts. With 2 x Privacy Panels.</p>		
<p>Picket Fencing to front of some properties</p>		
Example of Proposed Fencing		
<p>Concrete post, Concrete Gravel Board infilled with 1.2m timber panel fencing.</p> <p>With 2 x 1.8m Privacy Panels nearest to property.</p>		

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## Cheltenham Borough Council

### Cabinet – 17 December 2024

# Infrastructure Funding Statement (IFS) and Community Infrastructure Levy (CIL) Rate Summary Statement

---

**Accountable member:**

Cabinet Member for Planning and Building Control, Cllr Mike Collins

**Accountable officer:**

Director of Communities & Economic Development, Tracey Birkinshaw

**Accountable scrutiny committee:**

Overview & Scrutiny Committee

**Ward(s) affected:**

All

---

**Key Decision:** Yes

**Executive summary:**

All Councils who charge Community Infrastructure Levy (CIL) and secure developer contributions by way of Section 106 (S106) agreements have a statutory obligation to prepare the following:

- Infrastructure Funding Statement (IFS) (Appendix 2) and
- Annual CIL Rates Summary Statement (Appendix 3).

The Infrastructure Funding Statement must include an Infrastructure List (provided in Chapter 3 of the IFS, see Appendix 2), to help guide future priorities for allocation of strategic community infrastructure funding monies.

### **Recommendations: That Cabinet**

- 1. approves the publication of the Infrastructure Funding Statement (IFS) relating to the financial year ending 31st March 2024 by 31<sup>st</sup> December 2024**
  - 2. notes that the Annual CIL Rate Summary Statement will be published alongside it by the 31<sup>st</sup> December 2024**
- 

### **1. Implications**

#### **1.1 Financial, Property and Asset implications**

No financial implications as a result of the recommendations.

**Signed off by:** Capital and Treasury Management Accountant,  
[andrew.sherbourne@cheltenham.gov.uk](mailto:andrew.sherbourne@cheltenham.gov.uk)

#### **1.2 Legal implications**

The production of an IFS, at least annually, including a regulation 121A Infrastructure List is a statutory obligation as a result of amendments to the Community Infrastructure Levy Regulations 2010 (the Regulation) by the Community Infrastructure Levy (Amendment) (England) (No.2) Regulations 2019. As is the publication of the Annual CIL Rate Summary Statement.

**Signed off by:** Chief Planning Lawyer, One Legal, [legalservices@onelegal.org.uk](mailto:legalservices@onelegal.org.uk)

#### **1.3 Environmental and climate change implications**

This is a report predominantly on income and expenditure of CIL/S106. However, the effective use of CIL/S106 receipts has the potential to have a positive environmental impact. [For example, the revised interim strategic 'infrastructure list' contains proposals including cycle hubs and links which will help to deliver modal shift, a contribution to better recycling facilities, developing mass transit, rail infrastructure enhancements, EV charging infrastructure and strategic green infrastructure, which all have a huge positive potential for tackling climate change].

**Signed off by:** Programme Director for Climate Change,  
[ClimateTeam@cheltenham.gov.uk](mailto:ClimateTeam@cheltenham.gov.uk)

## 1.4 Corporate Plan Priorities

The Council has a statutory function as Local Planning Authority and the statutory obligations relevant to this report link directly to that function. This report records the monies received and spent in respect of CIL and S106, it is the outcomes of this funding that contributes to the following Corporate Plan Priorities:

- Working with residents, communities and businesses to help make Cheltenham #netzero by 2030
- Increasing the number of affordable homes through our £180m housing investment plan
- Ensuring residents, communities and businesses benefit from Cheltenham's future growth and prosperity
- Being a more modern, efficient and financially sustainable council

## 1.5 Equality, Diversity and Inclusion Implications

None arising from this report.

## 1.6 Performance management – monitoring and review

CIL and Section 106 monies received are reviewed regularly and annually through the reports subject to this paper. During 2024 an audit assessment was undertaken of the processes of both CIL and Section 106, this looked at internal governance, systems in place to manage income received, reconciliation, monitoring and reporting. Based on the findings an action plan was put in place and delivered. The audit reports and updates on the action plan were reported to Audit, Compliance and Governance Committee, 10<sup>th</sup> July 2024

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## 2 Background

2.1 Producing an Infrastructure Funding Statement (IFS) annually is a legal requirement for Councils who charge Community Infrastructure Levy (CIL) and/or secure developer contributions by way of Section 106 (S106) agreements<sup>1</sup>. This is the Council's fifth IFS, which has been prepared ready for submission<sup>2</sup> and publication, as required, on the Council's website by the 31<sup>st</sup> December 2024<sup>3</sup>.

2.2 The IFS (Appendix 2) must include reports on the previous financial year, ending on the 31<sup>st</sup> March, for both CIL and S106 Planning Contributions as well as an

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<sup>1</sup> Regulation 121A requires us, as a 'contribution receiving authority' to publish an IFS annually "no later than the 31st December" that sets out details about 'planning obligation' and 'CIL' income and expenditure, actual and anticipated for the last 'reported year' ending on the 31st March, and an 'Infrastructure List'

<sup>2</sup> Ministry of Housing, Communities and Local Government (MHCLG)

<sup>3</sup> Community Infrastructure Levy Regulations 2010 (as amended) Regulation 121A

Infrastructure List.

2.3 An Annual CIL Rate Summary Statement (Appendix 3), applying the mandatory national CIL index<sup>4</sup> and setting out the charges for the following calendar year, must also be published in December<sup>5</sup>.

2.4 We are required to submit the IFS in a format that answers a series of purely factual questions on income and expenditure of CIL and S106 (collectively known as 'planning obligations' or 'developer contributions').

2.5 The 'Infrastructure List'<sup>6</sup> is a list of the infrastructure projects or types of infrastructure which "the charging authority intends will be, or may be, wholly or partly funded by CIL".

- The Infrastructure List is shared by the three Joint Core Strategy (JCS) Councils of Cheltenham, Gloucester and Tewkesbury, reflecting their co-operation on the JCS and its successor, the joint Strategic and Local Plan (SLP).

2.6 Further detail on the current Infrastructure List is provided in section 4 of this report. This list is now managed by the Joint CIL Committee which was formally agreed by the 3 councils of Cheltenham, Gloucester and Tewkesbury December 2023/January 2024. The inaugural meeting of the [Joint CIL Committee](#) took place on 12<sup>th</sup> November 2024. The next meeting is scheduled 30<sup>th</sup> January 2025, and it is at this meeting the Committee will make its first allocations in respect of the pooled strategic CIL monies. Further work is ongoing with wider infrastructure providers (e.g. NHS, emergency services, Environment Agency etc.) outside the local authorities to identify any wider infrastructure priorities to be considered by the Community Infrastructure Levy Joint Committee, this work is a key workstream that is feeding into the preparation of the SLP.

### **3 Infrastructure funding statement (Appendix 2)**

#### **IFS – CIL report**

3.1 Full details of CIL income and expenditure are presented in the IFS at Appendix 2.

3.2 In summary for the 'reporting year' (01 April 2023 to 31 March 2024):

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<sup>4</sup> Published by the Royal Institute of Chartered Surveyors (RICS) on the 1<sup>st</sup> November each year

<sup>5</sup> Regulation 121C (1) requires an Annual CIL Rate Summary Statement to be published "no earlier than 2nd December and no later than 31st December" each year updated in line with the CIL Index published by the Royal Institute of Chartered Surveyors (RICS) for the 1st November each year

<sup>6</sup> approved for publication in December 2020 and an updates approved each year since

- CIL Receipts = **£954,727.25**
- CIL expenditure by the borough council = **£113,696.23** made up of **£69,578.97** on Administration (collected in the previous reported year, 2022/23) and **£44,117.26** on Borough Neighbourhood Projects (Round 1). More details of these projects are included in 3.7, below.
- CIL Expenditure by the parish councils = **£0.00** (**£44,628.08** has been reported as spent in previous years)
- CIL Passed to Parish Councils = **£165,761.68** (**£81,332.59** on 28 April 2023 which was raised in the last six months of the previous reported year, 01 October 2022 to 31 March 2023 and **£84,429.09** on 28 October 2023 which was raised in the first six months of the reported year, 01 April 2023 to 30 September 2023 )

3.3 At the end of the 'reporting year' (31 March 2024):

- CIL Receipts Retained by the Borough Council = **£2,951,898.68**; made up of the following:
  - **£47,736.36** allocated to Administration (5% of total CIL receipts), to be transferred to Tewkesbury Borough Council as a contribution to the shared CIL service;
  - **£14,763.71** Neighbourhood Funding (15%<sup>7</sup> of total CIL receipts from parished areas<sup>8</sup>) collected by the Borough Council in the second six months of the reported year (01 October 2023 and the 31 March 2024) to be transferred to them on the 28 April 2024 (in the next reported year, 2024/25);
  - **£47,335.54** Neighbourhood Funding for unparished areas (15% of total CIL receipts from unparished areas) made up of **£43,409.47** from receipts in the reported year and **£3,926.07** remaining from (**£132,281.07** - £128,355.00 allocated in round 1) from previous years to be allocated by cabinet on the advice of the cross-party Neighbourhood Fund Panel; and
  - **£2,889,799.43** Strategic Infrastructure funding (currently 80% of total CIL receipts<sup>9</sup>) made up of **£764,771.12** from receipts in the reported year and **£2,125,028.31** from previous years, for the "provision, improvement,

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<sup>7</sup> No Parish Councils in the borough currently have an adopted (made) Neighbourhood Plan which raises this to an uncapped 25%.

<sup>8</sup> Subject to a cap of £100 plus indexation per existing dwelling in the parish, which no CIL payments have yet reached.

<sup>9</sup> The adoption of a Neighbourhood Plan by a Parish Council or Neighbourhood Forum would lower this percentage to 70% in those areas.

replacement, operation or maintenance of infrastructure to support the development of its area”.

### **Administration costs**

3.4 The council may use up to 5% of the CIL receipts to support administration. The JCS/SLP councils currently pool their administration funding; this supports the employment of a CIL Manager and CIL Officer, together with the required computer and systems software, and membership costs such as the Royal Institute of Chartered Surveyors (RICS), Building Cost Information Service (BCIS), Subscription etc, it also meets legal costs of reviews and appeals and will fund the administration, and work undertaken on behalf, of the CIL Joint Committee going forward. Funding is being utilised short term to support consultancy resource to support the next meeting of the Joint CIL Committee and will be used to put in place dedicated infrastructure officer resource over 2025, supporting the longer term activities of the Joint CIL Committee.

3.5 Appropriate administrative expenses associated with CIL that can be recovered from the 5% are broadly set out in the CIL [guidance](#), these include the costs of the functions required to establish and run a levy charging scheme. These functions include levy set-up costs, such as consultation on the levy charging schedule, preparing evidence on viability or the costs of the levy examination. There are similar costs associated with amending a levy charging schedule. They also include ongoing functions like establishing and running billing and payment systems, enforcing the levy, the legal costs associated with payments in-kind and monitoring and reporting on levy activity.

3.6 Over time as the CIL pots grow, Cheltenham will wish to fully recover all liable costs, both joint and those arising from Cheltenham only. This element is kept under regular review.

### **Neighbourhood funding**

3.7 Borough Neighbourhood Projects. **£128,355.00** was originally allocated to 16 projects in Round 1 (2023). By the end of the reported year (31 March 2024) **£44,117.26** of the allocated funding had been claimed. As an update for Cabinet, as of the 20 November 2024 the amount claimed has risen by £47,737.74 to **£91,855.00**, leaving **£36,500.00** still to be claimed. A breakdown by project is provided in the table below.



Neighbourhood CIL Projects 2023				
Organisation	Project	Amount granted	Amount claimed	Status
SPJARA (St Philip and St James Area Residents' Association)	Bath Road Utility Box Decoration	£1,000.00	£1,000.00	complete
Borough Councillor Tony Oliver	Bournside Safe Crossing Campaign	£12,000.00	£12,000.00	Funds claimed
Friends of Sandford Parks (FOSP)	Safer Sandford	£13,000.00	£13,000.00	complete
Friends of Pittville	Sensory beds in Pittville Park	£1,000.00	£0.00	Prep work done, there was a delay in appointing an artist but project due to complete early in 2025 in line with planting times. Funding will be claimed in arrears.
Vision 21 Gloucestershire	Planet Cheltenham	£17,000.00	£0.00	Match funding all in place Nov 2024 (total project cost in the bid £288,579). Project going ahead, redevelopment to commence early 2025.
Benhall Residents' Association	Benhall Air Quality Survey	£3,500.00	£0.00	Extension granted Sept 2024. Equipment ordered.
Public Hearts Defibrillator Campaign	Public Hearts Defibrillator Campaign	£9,000.00	£9,000.00	complete
Hester's Way Partnership	Springbank Creative Youth Space	£12,000.00	£12,000.00	complete
Hesters Way Forum	Fiddlers Green Park Play Area Improvement Project	£12,000.00	£12,000.00	complete
Friends of King George V (KGV) Playing Field	KGV Perimeter Path Phase 1	£9,855.00	£9,855.00	complete
Councillor Garth Barnes, Cheltenham Borough Council	Regent Street Outdoor Café Culture Project	£10,000.00	£0.00	No progress to date work now required to involve the businesses who wanted to see it happen.
Cheltenham Borough Council	Rowena Cade playground improvements	£10,000.00	£10,000.00	complete
Fairview Community Association	Cheltenham Cricket Club Disability Ramp	£3,000.00	£3,000.00	complete
We Create Cheltenham CIC	Honeybourne Honey	£2,500.00	£2,500.00	complete
Cheltenham Paint Festival	Cheltenham Paint Festival	£7,500.00	£7,500.00	complete
Springbank Community Group CIC	Reroofing the Ron Smith Pavilion – Phase 1	£5,000.00	£0.00	Update required. Chasers sent.
		<b>£128,355.00</b>	<b>£91,855.00</b>	

## IFS – S106 report

3.8 At the start of April 2023, there was a balance of **£1,954,463.16**. During the 'reporting year' we received **£2,097,899.02** and spent **£25,891.59** and transferred to revenue **£36,000.00** S106 contributions. At the end of March 2024, there was a closing balance of **£3,990,470.59**. The payments for S106 are related to the triggers set out in the agreed Heads of Terms in the S106 Agreement, a significant amount relates to the delivery of affordable housing and this falls within the councils housing enabling function that oversees delivery within the priorities set out by the Cheltenham Borough Council Housing, Homelessness and Rough Sleeping Strategy (2023 – 2028).

3.9 The S106 report also provides details of the **£5,196.00** of contributions and the **98** affordable homes secured in agreements entered into during the reporting year and the **64** affordable homes, secured in agreements entered into in previous years, delivered during the reported year.

3.10 The council's constitution clearly sets out the parameters for decision-making. Negotiation of S106 is a key element of the development management process when it is considered that a development will have impacts on the local area that cannot be moderated by means of conditions attached to a planning decision. The council's constitution (at Part 3) provides the responsibility for the determination of planning applications (of which S106 negotiation forms part), except as specifically allocated to Planning Committee (under Part 3C) <https://democracy.cheltenham.gov.uk/ieListDocuments.aspx?CId=279&MId=1960&Info=1&bcr=1>

3.11 It should be noted that historically Gloucestershire County Council have negotiated S106 for infrastructure delivery that is the responsibility of the county

including educations, libraries and highways improvements, these are reported on separately by the County Council via their Infrastructure Funding Statement. In respect of the strategic allocations which will be brought to Planning Committee for decision over 2025 in some cases we may be trialling a tripartite S106.

3.12 Decision making of planning decisions outside those undertaken by Planning Committee, including S106 agreements, are delegated to the Head of Development Management, Enforcement and Compliance. In negotiating S106, consultation with ward members is undertaken as appropriate and the relevant officer specialisms are engaged.

### **4 Infrastructure list**

4.1 The 'Infrastructure List' identifies projects which the Council intends will or may be wholly or partly funded from CIL locally and shared with the JCS/SLP partners.

4.2 The preparation of the SLP now underway provides the appropriate context for a full review of the Infrastructure List informed by updated evidence on infrastructure demands and delivery and by the priorities of the three councils, including our commitment to tackle climate change, achieve modal shift away from private car use and reflect changing patterns of work following the pandemic, the Council's Corporate Plan, including our 2030 net zero objectives.

4.3 Council last considered an updated Infrastructure List at its meeting on 11th December 2023. Chapter 3 provides a list of all relevant items identified by Cheltenham, Gloucester, Tewkesbury, and Gloucestershire County Council. Gloucester and Tewkesbury will be reporting on updates to the infrastructure list through their reporting procedures.

4.4 As noted at paragraph 2.6 above, there is a larger piece of engagement work ongoing with infrastructure providers outside the local authorities to identify any wider infrastructure priorities. This work will not only encompass the delivery of the JCS and District level plans but also, as progress on it's development is made, the requirements of the SLP.

### **5 Annual CIL rate summary statement**

5.1 The Annual CIL Rate Summary Statement (Appendix 3) must be based on the Royal Institute of Chartered Surveyors (RICS) CIL Index, published in November each year. Indexation is required so that the rates we charge are adjusted to take account of the costs of development and inflation. Whilst the most common index

is the Retail Prices Index (RPI), published by the Office for National Statistics, the CIL Regulations require us to use an index published by RICS.

### **6 Next steps**

6.1 Publication on the Council's website and submission and notification of the location of data to the Ministry of Housing, Communities and Local government by end December 2024.

6.2 Alongside the preparation of the SLP ensure the infrastructure needed to accommodate planned future development is fully considered through on-going engagement with a full range of infrastructure providers.

### **7 Reasons for recommendations**

7.1 Statutory obligation to prepare and publish:

7.1.1 Regulation 121A requires the Council, as a 'contribution receiving authority' to publish an IFS annually "no later than the 31<sup>st</sup> December" that sets out details about 'planning obligation' and 'CIL' income and expenditure, actual and anticipated for the last 'reported year' ending on the 31<sup>st</sup> March, and an 'Infrastructure List'; and

7.1.2 Regulation 121C(1) requires an Annual CIL Rate Summary Statement to be published "no earlier than 2<sup>nd</sup> December and no later than 31<sup>st</sup> December" each year updated in line with the CIL Index published by the Royal Institute of Chartered Surveyors (RICS) for the 1<sup>st</sup> November each year.

7.1.3 Regulations referred to are the Community Infrastructure Levy Regulations 2010 (as amended).

### **8 Alternative options considered**

8.1 Not relevant as statutory requirement.

### **9 Consultation and feedback**

10.1 One Legal, Finance, S151 Officer, Climate Change Officer, Cabinet Member for Planning and Building Control.

### **10 Key risks**

10.1 See Appendix 1.

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**Appendices:**

- i. Risk Assessment
- ii. DRAFT Borough Council Infrastructure Funding Statement 2024
- iii. FINAL Borough Council Annual CIL Rates Summary Statement 2024

**Background information:**

## Appendix 1: Risk Assessment

Risk ref	Risk description	Risk owner	Impact score (1-5)	Likelihood score (1-5)	Initial raw risk score (1 - 25)	Risk response	Controls / Mitigating actions	Control / Action owner	Deadline for controls/ actions
CIL	Failure to publish the required statements would be a breach of Government Regulations	Director Communities & Economic Development	1	1	1	Close	Cabinet report	CIL Manager	29.11.24
CIL/SLP	Not having a clear CIL prioritisation of infrastructure projects may risk receipts not being targeted towards the most critical infrastructure needed to deliver development and fulfil our requirements in the delivery of the JCS/Cheltenham Plan/SLP.	Director Communities & Economic Development	5	2	10	Reduce	Governance arrangements of CIL agreed.  Review of Infrastructure Delivery Plan as part of preparation of SLP. Put in place clear and	Council report Cheltenham, Gloucester and Tewkesbury: Community Infrastructure Levy Joint Committee  CIL Manager/SLP Task Group & Steering Group	Complete with Joint Committee Meeting for the first time in November 2024  In line with SLP programme and picked up via SLP risk register

Risk ref	Risk description	Risk owner	Impact score (1-5)	Likelihood score (1-5)	Initial raw risk score (1 - 25)	Risk response	Controls / Mitigating actions	Control / Action owner	Deadline for controls/ actions
							transparent governance		

# Cheltenham Borough Council

## Annual Infrastructure Funding Statement

For

Community Infrastructure Levy and  
Section 106

Reporting Period:

From 01 April 2023 to 31 March 2024

Contents

1. Community Infrastructure Levy Matters ..... 3

    CIL collected prior to the reported year ..... 3

    CIL receipts for the reported year..... 4

    CIL expenditure for the reported year ..... 4

    CIL collected towards administration expenses ..... 5

    CIL passed to Parish Councils ..... 5

    CIL receipts from all previous years retained at the end of the reported year ..... 9

2. Section 106 Matters..... 11

    Money received before the reported year which has not been allocated ..... 11

    Money received during the reported year ..... 11

    Money spent during the reported year ..... 12

    Money spent on the administration and monitoring of planning obligations ..... 13

    Money retained at the end of the reported year ..... 13

Section 278 Matters..... 14

3. INFRASTRUCTURE LIST ..... 15

    Background ..... 16

    The Allocation of CIL ..... 16

        Administration Fund ..... 16

        Neighbourhood Fund..... 16

        Infrastructure Fund..... 16

    The Partnership Approach ..... 16

    The ‘Infrastructure List’ ..... 16

        Projects Requesting CIL Funding..... 17

    The Pipeline..... 18

        Projects Requiring More Work to Identify Costs: ..... 18

    Format:..... 19



**Regulation 121A.**— Annual infrastructure funding statements (1) Subject to paragraph (2), no later than 31st December in each calendar year a contribution receiving authority must publish a document ("the annual infrastructure funding statement") which comprises the following—

(b) a report about CIL, in relation to the previous financial year ("the reported year"), which includes the matters specified in paragraph 1 of Schedule 2 ("CIL report");

## 1. Community Infrastructure Levy Matters

### Community Infrastructure Levy Regulations (2019 Amendment) Regulation 121A Schedule 2 Section 1

- a) The total value of CIL set out in all demand notices issued in the reported year was **£1,191,137.56**<sup>1</sup>. This value is of demand notices issued within the reported period that have not been suspended or superseded by new demand notices outside of the reported period.

The total value of Liability Notices (liable floorspace after any relief that has been granted) was **£1,177,831.65**.

The total value of surcharges imposed due to breaches of the Community Infrastructure Levy Regulations was **£8,520.64** and the total value of late payment interest accrued was **£4,785.27**.

#### CIL collected prior to the reported year

- b) The total amount of CIL collected prior to the reported period was **£2,649,963.76**. Of this total the following amount was collected in Cash and as Land Transactions (including payments in kind and infrastructure payments) and the following amounts remain unallocated<sup>2</sup>:

Type	Received	Unallocated
<b>Cash</b>	£2,649,963.76	£2,128,954.38
<b>Land Payment</b>	£0.00	£0.00

From the commencement of charging on the 1<sup>st</sup> January 2019 to the 31<sup>st</sup> March 2023, £132,498.19 was used for Administration (5%), £260,156.19 was transferred to Parish Councils and £128,355.00 was allocated by the Borough Council as Neighbourhood CIL Funding. The remaining £2,128,954.38 is made up of £2,125,028.31 unallocated funding for strategic infrastructure and £3,926.07 unallocated funding for Borough Neighbourhood Projects.

Cheltenham Borough Council works in partnership with Gloucester City Council and Tewkesbury Borough Council to prepare their Local Plan. The currently adopted Local plan consists of the Joint Core Strategy (JCS) (2017), which is a 'strategic plan' covering all three council areas, and three 'district plans', covering each council's

<sup>1</sup> R121A, Schedule 2, 1 (a)

<sup>2</sup> R121A, Schedule 2, 1 (c)

area only. Collectively, these documents set out a planning framework to guide development and infrastructure provision up to 2031.

Following the adoption of the JCS, the councils adopted their CIL Charging Schedules in October 2018, and began charging from the beginning of 2019.

In January 2024, the three partner councils gained agreement to establish a CIL Joint Committee. The Joint Committee will determine infrastructure projects to be funded from the strategic CIL 'Infrastructure' funds.

CIL receipts for the reported year

- c) The total amount of CIL receipts for the reported year was **£954,727.25<sup>3</sup>**.
- d) The total amount of CIL collected prior to the reported period allocated in the reported period in relation to cash received is **£0.00** and in relation to land payments (including payments in kind and infrastructure payments) is **£0.00<sup>4</sup>**.

CIL expenditure for the reported year

- e) The total amount of CIL expenditure for the reported year was<sup>5</sup>:

Type	Expenditure
<b>Admin CIL</b>	£69,578.97 (raised in 2022/23 reported year)
<b>Neighbourhood CIL</b>	£53,972.26 (reported by Parish Councils) £44,117.26 (Borough Council R59F)
<b>Total Value</b>	£167,668.49

- f) The total amount of CIL receipts, whenever collected, which were allocated but not spent during the reported year was as follows<sup>6</sup>, this does not include allocations made within the reported year that have been fully spent:

Infrastructure	Allocated	Spent	Remaining
<b>None</b>	£0.00	£0.00	£0.00
<b>Borough Council Neighbourhood CIL Allocations</b>	£128,355.00	£44,117.26	£84,237.74

- g) In relation to CIL expenditure for the reported year, summary details of—
  - i. The items of infrastructure on which CIL (including land payments) has been spent within the reported year, and the amount of CIL spent on each item was<sup>7</sup>:

<sup>3</sup> R121A, Schedule 2, 1 (b)  
<sup>4</sup> R121A, Schedule 2, 1 (d)  
<sup>5</sup> R121A, Schedule 2, 1 (e)  
<sup>6</sup> R121A, Schedule 2, 1 (f)  
<sup>7</sup> R121A, Schedule 2, 1 (g) (i)

Items of Infrastructure	Date	Amount	Description
None		£0.00	

- II. The amount of CIL spent on repaying money borrowed, including any interest, and details of the items of infrastructure which that money was used to provide (wholly or in part) was<sup>8</sup>:

Date	Amount Used	Loan/Interest	Infrastructure Funded
	£0.00	£0.00/£0.00	None

#### CIL collected towards administration expenses

- III. The amount of CIL collected towards administrative expenses was **£47,736.36**. This was 5% of the total CIL receipts collected (**£954,727.25**) in the reported year. The amount spent (transferred to Tewkesbury Borough Council as a contribution towards the shared service), raised in 2022/23 but transferred in 2023/24 was **£69,578.97**<sup>9</sup>. This was 5% of the total CIL receipts collected (**£1,391,579.40**) in 2022/23.

The percentage taken may differ due to Land payments (including payments in kind and infrastructure payments) not being allocated to administration expenses and Surcharges not being split with neighbourhood Areas.

- h) In relation to CIL receipts, whenever collected, which were allocated but not spent during the reported year, summary details of the items of infrastructure on which CIL (including land payments) has been allocated, and the amount of CIL allocated to each item<sup>10</sup>:

Item of Infrastructure	Amount Allocated	Amount Unspent	Allocation Dated
None	£0.00	£0.00	

When agreeing to establish a CIL Joint Committee, in January 2024, the three partner councils also agreed to pool their 'Infrastructure Funds' with the purpose of delivering those infrastructure projects identified in their joint 'Infrastructure List'. The first meeting of the Joint Committee took place on the 12 November 2024 with the first meeting in which allocations are to be made scheduled for the 30 January 2025.

#### CIL passed to Parish Councils

- i) The total amount of CIL passed to – (i) any parish council under Regulation 59A (collected on behalf of the neighbourhood zone in cash) was<sup>11</sup>:

Zone	Date	Amount Passed
<b>Charlton Kings Parish Council</b>	28 April 2023	£2,249.92

<sup>8</sup> R121A, Schedule 2, 1 (g) (ii)

<sup>9</sup> R121A, Schedule 2, 1 (g) (iii)

<sup>10</sup> R121A, Schedule 2, 1 (h)

<sup>11</sup> R121A, Schedule 2, 1 (l)

Zone	Date	Amount Passed
Leckhampton with Warden Hill Parish Council	28 April 2023	£42,690.35
Leckhampton with Warden Hill Parish Council	28 April 2023	£5,145.92
Leckhampton with Warden Hill Parish Council	28 April 2023	£1,911.27
Leckhampton with Warden Hill Parish Council	28 April 2023	£23,156.63
Leckhampton with Warden Hill Parish Council	28 October 2023	£3,750.00
Leckhampton with Warden Hill Parish Council	28 October 2023	£42,690.35
Leckhampton with Warden Hill Parish Council	28 October 2023	£2,679.74
Leckhampton with Warden Hill Parish Council	28 October 2023	£8,600.71
Leckhampton with Warden Hill Parish Council	28 October 2023	£23,156.63
Prestbury Parish Council	28 April 2023	£898.07
Prestbury Parish Council	28 April 2023	£5,280.43
Swindon Village Parish Council	28 October 2023	£3,551.66
<b>TOTAL</b>		<b>£165,761.68</b>

or 59B (cash provided by the Charging Authority to Neighbourhood Zones equivalent to what they would have received on a payment in kind) was:

Zone	Amount	Date	Re-allocated from
None	£0.00	N/A	N/A

and (ii) any person under regulation 59(4) (passing CIL to another person for that person to apply to funding the provision, improvement, replacement, operation or maintenance of infrastructure) was:

Infrastructure	Amount	Date	Spend Description
None	£0.00	N/A	N/A

- j) The total amount:
- I. Received in the reported year under Regulation 59E (CIL returned to the Charging Authority after 5 years if not spent) was **£0.00** and under Regulation 59F, CIL collected and retained by the Charging Authority for areas that are not designated Neighbourhood Zones, was **£43,409.47**<sup>12</sup>.
  - II. allocated during the reported year under Regulation 59E, CIL returned to the Charging Authority that had been passed to a Neighbourhood Zone and had not been applied to infrastructure after a 5 year period, during the reported year was:

<sup>12</sup> R121A, Schedule 2, 1 (J)

Infrastructure	Neighbourhood Zone	Amount	Date
None	N/A	£0.00	N/A

The amount of CIL spent under Regulation 59E during the reported year was:

Infrastructure	Amount	Date	Spend Description
None	£0.00	N/A	N/A

The amount of CIL allocated during the reported year under Regulation 59F was:

Infrastructure	Neighbourhood Zone	Amount	Date
<b>Bath Road utility boxes</b>	All Other Areas	£1,000.00	22 June 2023
<b>Sandford Park Lighting Scheme</b>	All Other Areas	£13,000.00	22 June 2023
<b>Borough Defibrillators</b>	All Other Areas	£9,000.00	22 June 2023
<b>Bourneside Road Crossing</b>	All Other Areas	£12,000.00	22 June 2023
<b>Cricket Club Disability Ramp</b>	All Other Areas	£3,000.00	22 June 2023
<b>Springbank Creative Youth Space</b>	All Other Areas	£12,000.00	22 June 2023
<b>Sensory beds in Pittville Park</b>	All Other Areas	£1,000.00	22 June 2023
<b>Planet Cheltenham</b>	All Other Areas	£17,000.00	22 June 2023
<b>Benhall Air Quality Survey</b>	All Other Areas	£3,500.00	22 June 2023
<b>Fiddlers Green Park Play Area Improvement Project</b>	All Other Areas	£12,000.00	22 June 2023
<b>King George V (KGV) Playing Field Perimeter Path Phase 1</b>	All Other Areas	£9,855.00	22 June 2023
<b>Regent Street Outdoor Café Culture Project</b>	All Other Areas	£10,000.00	22 June 2023
<b>Rowena Cade playground improvements</b>	All Other Areas	£10,000.00	22 June 2023
<b>Honeybourne Honey</b>	All Other Areas	£2,500.00	22 June 2023
<b>Cheltenham Paint Festival</b>	All Other Areas	£7,500.00	22 June 2023
<b>Reroofing the Ron Smith Pavilion – Phase 1</b>	All Other Areas	£5,000.00	22 June 2023
<b>TOTAL</b>		<b>£128,355.00</b>	

The amount of CIL spent under Regulation 59F during the reported year was:

Infrastructure	Amount	Date	Spend Description
<b>Bath Road utility boxes</b>	£1,000.00	30 August 2023	St Philip and St James Area Residents Association for the Bath Road utility boxes
<b>Sandford Park Lighting Scheme</b>	£4,264.51	07 December 2023	Sandford Park Lighting Scheme (part of Â£13k po number 12022100)
<b>Sandford Park Lighting Scheme</b>	£480.00	07 December 2023	Sandford Park Lighting Scheme (part of Â£13k po number 12022100)
<b>Sandford Park Lighting Scheme</b>	£1,687.20	07 December 2023	Sandford Park Lighting Scheme (part of Â£13k po number 12022100)
<b>Sandford Park Lighting Scheme</b>	£1,931.40	07 December 2023	Sandford Park Lighting Scheme (part of Â£13k po number 12022100)
<b>Sandford Park Lighting Scheme</b>	£339.66	07 December 2023	Sandford Park Lighting Scheme (part of Â£13k po number 12022100)
<b>Sandford Park Lighting Scheme</b>	£2,042.40	07 December 2023	Sandford Park Lighting Scheme (part of Â£13k po number 12022100)
<b>Sandford Park Lighting Scheme</b>	£2,254.83	07 December 2023	Sandford Park Lighting Scheme (part of Â£13k po number 12022100)
<b>Borough Defibrillators</b>	£1,036.94	07 December 2023	Public Hearts Defibrillator Campaign
<b>Bourneside Road Crossing</b>	£2,139.73	08 December 2023	GCC part of Bourneside Crossing Â£12k
<b>Bourneside Road Crossing</b>	£1,380.84	08 December 2023	GCC part of Bourneside Crossing Â£12k
<b>Bourneside Road Crossing</b>	£8,479.43	08 December 2023	GCC part of Bourneside Crossing Â£12k
<b>Cricket Club Disability Ramp</b>	£1,344.52	14 December 2023	Fairview Community Association part of Â£3k
<b>Cricket Club Disability Ramp</b>	£1,655.48	14 December 2023	Fairview Community Association part of Â£3k
<b>Borough Defibrillators</b>	£878.22	28 February 2024	Public Hearts Defibrillator Campaign
<b>Borough Defibrillators</b>	£497.72	28 February 2024	Public Hearts Defibrillator Campaign
<b>Borough Defibrillators</b>	£704.38	28 February 2024	Public Hearts Defibrillator Campaign
<b>Springbank Creative Youth Space</b>	£532.80	04 March 2024	Springbank Creative Space Project by Hesters Way Partnership
<b>Springbank Creative Youth Space</b>	£390.92	04 March 2024	Springbank Creative Space Project by Hesters Way Partnership
<b>Springbank Creative Youth Space</b>	£76.28	04 March 2024	Springbank Creative Space Project by Hesters Way Partnership

Infrastructure	Amount	Date	Spend Description
Springbank Creative Youth Space	£4,623.51	01 March 2024	Springbank Creative Space Project by Hesters Way Partnership
Springbank Creative Youth Space	£1,931.40	01 March 2024	Springbank Creative Space Project by Hesters Way Partnership
Springbank Creative Youth Space	£589.63	01 March 2024	Springbank Creative Space Project by Hesters Way Partnership
Springbank Creative Youth Space	£551.00	01 March 2024	Springbank Creative Space Project by hesters Way Partnership
Springbank Creative Youth Space	£3,304.46	01 March 2024	Springbank Creative Space Project by Hesters Way Partnership
<b>TOTAL</b>	<b>£44,117.26</b>		

- k) Summary details of any notices served in accordance with regulation 59E<sup>13</sup>, including
- I. The total value of CIL receipts requested from each parish council:

Town or Parish Council	Amount Requested
None	£0.00

- II. Any funds not yet recovered from each parish council at the end of the reported year:

Town or Parish Council	Amount Outstanding
None	£0.00

- l) The amount of –
  - I. CIL receipts for the reported year retained at the end of the reported year other than those to which regulation 59E or 59F applied was **£827,271.18** made up of:
    - £764,771.12, Infrastructure Funding (R59(i));
    - £47,736.36, Administration Funding to be transferred to Tewkesbury Borough Council as a contribution towards the shared service; and
    - £14,763.70, R59A Neighbourhood Funding raised between the 01 October 2023 and 31 March 2024 to be transferred on the 28 April 2024<sup>14</sup>.

CIL receipts from all previous years retained at the end of the reported year

- II. CIL receipts from previous years retained at the end of the reported year other than those to which regulation 59E or 59F applied was **£2,125,028.31**<sup>15</sup>.

<sup>13</sup> R121A, Schedule 2, 1 (K)

<sup>14</sup> R121A, Schedule 2, 1 (L) (i)

<sup>15</sup> R121A, Schedule 2, 1 (L) (ii)

- III. CIL receipts for the reported year to which regulation 59E or 59F applied retained at the end of the reported year was<sup>16</sup>:

Type	Allocated	Retained
<b>Regulation 59E</b>	£0.00	£0.00
<b>Regulation 59F</b>	£0.00	£43,409.47

- IV. CIL receipts from previous years to which regulation 59E or 59F applied retained at the end of the reported year was<sup>17</sup>:

Type	Allocated	Retained Unallocated
<b>Regulation 59E</b>	£0.00	£0.00
<b>Regulation 59F</b>	£84,237.74	£3,926.07

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<sup>16</sup> R121A, Schedule 2, 1 (L) (iii)

<sup>17</sup> R121A, Schedule 2, 1 (L) (iv)



**Regulation 121A.**— Annual infrastructure funding statements (1) Subject to paragraph (2), no later than 31st December in each calendar year a contribution receiving authority must publish a document ("the annual infrastructure funding statement") which comprises the following—

(c) a report about planning obligations, in relation to the reported year, which includes the matters specified in paragraph 3 of Schedule 2 and may include the matters specified in paragraph 4 of that Schedule ("section 106 report").

## 2. Section 106 Matters

### Community Infrastructure Levy Regulations (2019 Amendment) Regulation 121A Schedule 2 Section 3

a) The total amount of money to be provided under any planning obligations which were entered during the reported year is **£5,196.00**<sup>18</sup>. This figure does not consider indexation (inflation/deflation) that may be applied when the money becomes due.

#### Money received before the reported year which has not been allocated

b) The total amount of money under any planning obligations which was received before the reported year which has not been allocated by the authority was **£0.00**<sup>19</sup>.

#### Money received during the reported year

c) The total amount of money under any planning obligations which was received during the reported year was **£2,097,899.02**<sup>20</sup>.

d) Summary details of any non-monetary contributions to be provided under planning obligations which were entered into during the reported year, including details of —

i) In relation to affordable housing, the total number of units which will be provided<sup>21</sup> is **98**<sup>22</sup>.

ii) in relation to educational facilities, the number of school places for pupils which will be provided, and the category of school at which they will be provided<sup>23</sup>:

Education Type	Number of school places
N/A	N/A

The Number of affordable homes, secured in agreements entered into in previous years, delivered during the reported year is **64**.

<sup>18</sup> R121A, Schedule 2, 3 (a)

<sup>19</sup> R121A, Schedule 2, 3 (c)

<sup>20</sup> R121A, Schedule 2, 3 (b)

<sup>21</sup> R121A, Schedule 2, 3 (d) (i)

<sup>22</sup> 93 affordable homes at Swindon Farm, Manor Road, Elms Park & 5 at the Nurseries, Kidnappers Lane

<sup>23</sup> R121A, Schedule 2, 3 (d) (ii)

Summary details of all non-monetary obligations agreed within the reported year are as follows:

Covenant Type/Service	Deed Date	Clause	Planning Application
<b>93 x Affordable homes</b>	12/05/2023	5.1, Sch 2	20/00759/FUL
<b>5 x Affordable homes</b>	12/02/2024	2.1	22/02205/FUL

e) The total amount of money from planning obligations allocated towards infrastructure during the reported year was **£2,097,899.02**. Of this amount **£2,097,899.02** was not spent during the reported year.

#### Money spent during the reported year

f) The total amount of money from planning obligations spent during the reported year was **£25,891.59** with an additional **£36,000.00** being transferred to revenue. Of this amount **£0.00** was spent by a third party on behalf of Cheltenham Borough Council.

g) The following items have had money allocated towards them during the reported year with unspent allocations:

Infrastructure	Allocated	Planning Reference(s)	Unspent
<b>S106 CBC Affordable Housing - Starvehall Farm</b>	£1,703,067.30	10/01243/OUT	£1,703,067.30
<b>S106 Cotswold Beechwood SAC</b>	£27,840.00	Various	£27,840.00
<b>S106 CBC Affordable Housing - Telephone Repeater Station Parabola Road</b>	£209,640.72	19/00111/FUL	£209,640.72
<b>S106 CBC Play Spaces – Former Douglas Equipment Village Road</b>	£153,351.00	22/00474/FUL	£153,351.00
<b>S106 CBC Monitoring Fees – Land at Shurdington Road</b>	£4,000.00	20/01788/FUL	£4,000.00
<b>TOTAL</b>			<b>£2,097,899.02</b>

h) In relation to money which was spent by Cheltenham Borough Council during the reported year:

i) The items of infrastructure that planning obligation money has been spent on and the amount spent are as follows:

Items of Infrastructure	Date Spent	Planning Reference(s)	Spend Description
<b>Public Art</b>	£24,999.99	09/00176/OUT	Public Art Map and Trail App, Celebrating women feasibility and Public Art Strategy
<b>Play Space</b>	£891.60	09/01266/FUL	Off-site playspace enhancements

ii) The amount of planning obligation money spent on repaying money borrowed, including any interest, with details of the items of infrastructure which that money was used to provide are as follows:

Date	Amount Used	Loan/Interest	Infrastructure Funded
<b>N/A</b>	£	£0.00/£0.00	None

Money spent on the administration and monitoring of planning obligations

iii) The amount of planning obligation money spent in respect of administration of planning obligations and monitoring in relation to the delivery of planning obligations during the reported year was **£2,713.60** made up of

Salary – **£ 2,713.60**

Software - None per annum as 5 year contract entered into in 2020

Money retained at the end of the reported year

i) The total amount of money retained at the end of the reported year is **£3,990,470.59**. Of this amount **£36,000.00** has been retained for long term maintenance.

Section 278 Matters

**Community Infrastructure Levy Regulations (2019 Amendment) Regulation 121A  
Schedule 2 Section 4**

The following matters are agreements entered into during the reported year in respect to Highways Agreements under Section 278 of the Highways Act 1980. The financial values of these are not included in the matters under **Schedule 2 Section 3** of this report.

Date	Application/Deed/Clause/Covenant	Amount
N/A	N/A	N/A
	N/A	
	N/A	

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Joint Core Strategy (JCS) Authorities of Gloucester City Council,  
Tewkesbury Borough Council and Cheltenham Borough Council

## *Community Infrastructure Levy (CIL)*

### 3. INFRASTRUCTURE LIST



121A.— Annual infrastructure funding statements (1) Subject to paragraph (2), no later than 31st December in each calendar year a contribution receiving authority must publish a document ("the annual infrastructure funding statement") which comprises the following—

(a) a statement of the infrastructure projects or types of infrastructure which the charging authority intends will be, or may be, wholly or partly funded by CIL (other than CIL to which regulation 59E or 59F applies) ("the infrastructure list");

### Background

The Joint Core Strategy (JCS) partners of Gloucester City Council, Cheltenham Borough Council and Tewkesbury Borough Council are each both Community Infrastructure Levy (CIL) Charging and Collecting Authorities in their own right.

Regulation 121A of the Community Infrastructure Levy Regulations 2010 (as amended) requires CIL Charging Authorities to produce an annual "Infrastructure Funding Statement". This must include a list of schemes or types of infrastructure (the "Infrastructure List") that the Council intends may be wholly or partly funded from CIL.

### The Allocation of CIL

All CIL income must be allocated as follows:

**Administration Fund:** Up to 5% of CIL can be applied towards its implementation and ongoing administration of the Charging/Collection Authority(ies).

**Neighbourhood Fund:** 15% (subject to a cap based on number of existing dwellings in the Parish) rising to 25% in areas that have a 'made' Neighbourhood Development Plan (NDP also called neighbourhood Plans) in place, of each CIL charge payment received, is either:

- Passed to the Parish Council in whose boundary the development that made the payment is located;
- Held by the Charging Authority on behalf of a Designated Neighbourhood Forum, as once they have a made NDP they are entitled to direct the spending of their 25%, or
- 15% is held by the Charging Authority to be spent in the same way as all other Neighbourhood CIL.

**Infrastructure Fund:** The remaining 70 to 80% must be spent on infrastructure that supports the growth of the CIL Charging Authority's area.

The 'Infrastructure List' relates solely to schemes or infrastructure types that the Charging Authority intends may be wholly or partly funded from the 'Infrastructure' Fund.

### The Partnership Approach

The Joint Core Strategy (JCS) partnership of Gloucester City Council, Cheltenham Borough Council and Tewkesbury Borough Council has led to the development of a shared Infrastructure list.

### The 'Infrastructure List'

The inclusion of a project on the Infrastructure List does not represent a commitment that the Partners will necessarily spend CIL monies on that item and for clarity, there is no priority implied by the order in which the projects appear in the list itself.

The JCS Partners will continue to review this list and provide updates on at least an annual basis, alongside the preparation of their Infrastructure Funding Statement(s).

## Projects Requesting CIL Funding

### *Local*

1. Cheltenham Petersfield Community & Sports Hub (£306,185.57 to £629,721.65)
2. Cheltenham Spa Railway Station Enhancements (Honeybourne Line cycle path extension) (£1,326,804.12) – S106/County Council Funding Potential
3. Cheltenham Parks and Green Space Landscape and Recreation: maintenance & investment (£612,371.13) – Section 106 Commuted Sums for long term maintenance and Borough Council funding Potential.
4. Cheltenham central safe cycle hub pilot project (£25,515.46) – Neighbourhood Funding Potential
5. Cheltenham Town Centre Interchange study (£71,443.30) – S106/County Council Funding Potential
6. Cheltenham cycle spine phase 1 Construction Work (£1,326,804.12) – S106/County Council Funding Potential
7. Cheltenham Cycle Spine Phase 2 (Station to Pittville Park) Design Work (£612,371.13) – S106/County Council Funding Potential
8. Tewkesbury Town Centre and Riverside Public Realm Enhancements (£1,530,927.84) – S106 Funding Potential
9. Tewkesbury Town Centre children's play facilities (£76,546.39) (part of Tewkesbury Borough enhanced play facilities project) - S106/Neighbourhood Funding Potential
10. Hampton Place, Churchdown footpath (£20,412.37) (part of Tewkesbury Borough Active Travel network improvements) - S106/Neighbourhood/County Council Funding Potential
11. Melrose Walk, Mitton footpath (£10,206.19) (part of Tewkesbury Borough Active Travel network improvements) - S106/Neighbourhood/County Council Funding Potential
12. Wheatpieces Woodland Walk footpath (£10,206.19) (part of Tewkesbury Borough Active Travel network improvements) - S106/Neighbourhood/County Council Funding Potential
13. Gloucester to Haresfield Cycle Spine Design Work (£867,525.77) – S106 / County Council / Challenge Funding Potential
14. Gloucester Strategic Transport Interchange connectivity (£2,041,237.11 - £5,103,092.78) – S106/County Council/Challenge Funding Potential

### *Shared*

15. Recycling services depot (£29,087,628.87 split 60/40 between CBC and TBC respectively) – Section 106 Potential
16. Mass Rapid Transit, next business case stage (£2,041,237.11 divided by 3) – S106/County Council/Challenge Funding Potential

The Pipeline

Projects Requiring More Work to Identify Costs:

*Local*

17. Cheltenham High Street public realm improvements – Section 106 / Neighbourhood / County Council / Challenge Funding Potential
18. Tewkesbury Borough Crematoria / Cemeteries – Section 106 Potential
19. Tewkesbury Borough Bishops Cleeve Leisure Centre - Section 106 /Neighbourhood Funding Potential
20. Tewkesbury Ashchurch Rail Station/Infrastructure Enhancements - Section 106 / Challenge Funding Potential
21. Tewkesbury Garden Town enabling infrastructure - Section 106 / County Council / Challenge Funding Potential
22. Tewkesbury Town Centre enhanced cultural offer – Section 106 Potential
23. Tewkesbury Traffic management in historic core – Section 106 and County Council Potential
24. Tewkesbury Town Centre Business incubator units – Section 106 Potential
25. Tewkesbury Borough EV induction charging infrastructure – Section 106 / Challenge Funding Potential
26. Tewkesbury Borough Active Travel network improvements – Section 106 / Neighbourhood / County Council / Challenge Funding Potential
27. Tewkesbury Borough Community Places creation and improvement - Section 106 /Neighbourhood Funding Potential
28. Tewkesbury Borough Youth Facilities project creation and improvement - Section 106 /Neighbourhood Funding Potential
29. Tewkesbury Borough enhanced play facilities project - Section 106 /Neighbourhood Funding Potential
30. Tewkesbury Borough enhanced sports facilities project - Section 106 /Neighbourhood Funding Potential
31. Gloucester City GL1 Leisure Centre - Section 106 Potential/Neighbourhood Funding Potential
32. Gloucester City Oxstalls Sports Park - Section 106 Potential/Neighbourhood Funding Potential
33. Gloucester City Blackbridge Community and Sports Hub - Section 106 Potential
34. Gloucester Nature Park - Section 106 Potential/Neighbourhood Funding Potential
35. Gloucester Crematoria / Cemeteries - Section 106 Potential
36. Gloucester Strategic Green Infrastructure - Section 106 Potential/Neighbourhood Funding Potential

*Shared*

37. NHS GP Surgeries - Section 106 Potential
38. Expressbus Corridors – Section 106/County Council/Challenge Funding Potential
39. Brockworth to Cheltenham cycle link (via Shurdington) – Section 106/County Council/Challenge Funding Potential
40. Brockworth to Gloucester cycle link – Section 106/County Council/Challenge Funding Potential
41. Gloucester to Hartpury College cycle link – Section 106/County Council/Challenge Funding Potential
42. M5 J10 Scheme



43. M5 J9 & A46 Improvement Scheme

44. All Education requirements

### Format:

The Infrastructure List is broken down into:

- **'Projects Requesting CIL Funding'**, where sponsoring authorities have provided cost estimates for the project; and
- the pipeline of **'Projects Requiring More Work to Identify Costs'**.

It is anticipated that those projects with costs identified will be in a more advanced stage of preparation and will be the first to submit bids to secure funding. However this is simply a means of filtering the projects and as more work is undertaken on projects currently in the pipeline, and cost estimates are received, projects will move into the list of projects understood to be in a position to bid for CIL funding.

However, to re-iterate, inclusion of a project on the Infrastructure List does not, and cannot due to the gap in funding identified, represent a commitment that the Partners will necessarily spend CIL monies on that item and for clarity, there is no priority implied by the order in which the projects appear in the list itself.

The list has been further subdivided into:

- **'Local'** projects, identified by partner authority area; and
- **'Shared'** projects that will deliver infrastructure to serve more than one partner council's areas.

Prioritisation is within the remit of the **'CIL Joint Committee'** which the partner councils have established to provide governance for the strategic 'Infrastructure' element of CIL. The Joint Committee is responsible for the allocation of an agreed pool of CIL monies collected for the provision of infrastructure using the Infrastructure List to help identify the likely source of bids for CIL funding.

Responsibility for the neighbourhood element of CIL sits wholly with individual town and parish councils providing funds received are spent within the 5 years permitted.

For information, the Infrastructure List has been updated where new cost data is available and for those where it is not they have been increased by applying the Royal Institute of Chartered Surveyors BCIS All in Tender Price Index to reflect inflationary pressure over the last year.

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# Cheltenham Borough Council's 'Annual CIL Rate Summary Statement'

December 2024

## Introduction

The Community Infrastructure Levy (CIL) Regulations 2010 (as amended) require CIL Charging Authorities to:

"Each calendar year, no earlier than 2<sup>nd</sup> December and no later than 31<sup>st</sup> December ... publish a statement ("Annual CIL Rate Summary") in relation to the next calendar year".

Regulation 121C(1)

This 'Annual CIL Rate Summary' Statement sets out how 'indexation' will affect CIL charges within Cheltenham Borough from 1<sup>st</sup> January 2025 to 31<sup>st</sup> December 2025.

## Indexation

Indexation allows the rates we charge to be adjusted to take account of inflation.

Whilst the most common index is the Retail Prices Index (RPI), published by the Office for National Statistics, the CIL Regulations require us to use an index published by the Royal Institute of Chartered Surveyors (RICS).

The CIL Regulations require RICS to publish the CIL Index for 1<sup>st</sup> November each year, starting in 2019 and updated annually thereafter and for all Charging Authorities to apply this index.

## Calculating CIL

CIL is calculated by multiplying the net increase in gross internal area (GIA)<sup>1</sup> by the relevant CIL rate (£/m<sup>2</sup>). The CIL rates must be index linked from the year that CIL was introduced to the year that a planning permission is granted.

## Background

Prior to changes in the CIL Regulations in 2019 we were required to use the national 'All-In Tender Price Index', published by RICS' Build Cost Information Service (BCIS). Changes to the CIL Regulations that came into force on the 1<sup>st</sup> September 2019 now require us, from the Calendar year 2020, to use a new RICS 'CIL Index'.

Along with the other JCS Authorities Cheltenham Borough Council began charging CIL on planning permissions granted after the 1<sup>st</sup> January 2019. As required at the time the Authorities applied the 'All-In Tender Price Index' published on the 1<sup>st</sup> November 2018 for the first calendar year of charging.

The index is now applied annually on the 1<sup>st</sup> January each year based on the RICS 'CIL Index' published on the 1<sup>st</sup> November in the previous year.

## New Charges

From the 1<sup>st</sup> January 2025 to the 31<sup>st</sup> December 2025 rates have been adjusted in line with the RICS CIL Index published for the 1<sup>st</sup> November 2024.

The table below shows the original charges set for 2019 along with this years (2024) charges and the charges applying the index published on the 1st November 2024 as they will apply in the calendar year of 2025:

- The original charges in Year 1 (2019) when we began charging and the index was 322;
- the increased charges in Year 2 (2020) as the index rose by 3.73% to 334;
- the reduced charges in Year 3 (2021) as the index fell by 0.3% to 333;
- the reduced charges in Year 4 (2022) as the index fell by 0.3% to 332;
- the increased charges in Year 5 (2023) as the index rose by 6.9% to 355;
- the increased charges in Year 6 (2024) as the index rose by 7.3% to 381; and
- the increased charges in Year 7 (2025) as the index rose by 2.6% to 391.

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<sup>1</sup> The definition of gross internal area is not specified in the regulations; however, the generally accepted method of calculation is the RICS Code of Measuring Practice (6<sup>th</sup> edition, 2015)



## Charging Schedule

Development Category	All-in TPI 01/11/18	Year 1 (2019)	CIL Index 01/11/23	Year 6 (2024)	CIL Index 01/11/24	Year 7 (2025)
10 dwellings and under <sup>2</sup>	322	£148 per m <sup>2</sup>	381	£175.12 per m <sup>2</sup>	391	£179.71 per m <sup>2</sup>
Between 11 and 449 dwellings	322	£200 per m <sup>2</sup>	381	£236.65 per m <sup>2</sup>	391	£242.86 per m <sup>2</sup>
450 dwellings and over	322	£35 per m <sup>2</sup>	381	£41.41 per m <sup>2</sup>	391	£42.50 per m <sup>2</sup>
JCS Strategic Allocations A5 and B1	322	£35 per m <sup>2</sup>	381	£41.41 per m <sup>2</sup>	391	£42.50 per m <sup>2</sup>
Retirement Homes	322	£200 per m <sup>2</sup>	381	£236.65 per m <sup>2</sup>	391	£242.86 per m <sup>2</sup>
Extra Care Homes	322	£100 per m <sup>2</sup>	381	£118.32 per m <sup>2</sup>	391	£121.43 per m <sup>2</sup>

<sup>2</sup> For clarity this includes individual dwellings, irrespective of size (Regulation 42(2)), and extensions and annexes greater than 100 m<sup>2</sup> (Regulation 42(1)).

## **Publication**

Regulation 121C(3) requires us to “publish each annual CIL rate summary” on our “website”. This statement will therefore be published on-line, alongside Cheltenham Borough Council’s Infrastructure Funding Statement (IFS) no later than the 31<sup>st</sup> December 2024.

## **Contingency**

If the RICS CIL Index is discontinued, we will revert to using the BCIS Index and, in the event that both are discontinued, we will use the Retail Price Index.

Further information and all CIL forms are available on the Planning Portal website at: [www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil](http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil)

If you have any questions regarding CIL please contact us at:  
Cheltenham – [cil@cheltenham.gov.uk](mailto:cil@cheltenham.gov.uk)

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