



## NOTICE OF MEETING

**Meeting:** Cabinet

**Date and Time:** Thursday 1 April 2021 7.00 pm

**Place:** Council Chamber

**Enquiries to:** Helen Vincent  
Committeeservices@hart.gov.uk

**Members:** Ambler, Axam, Bailey, Blewett, Butler, Clarke, Cockarill, Crampton, Crisp, Crookes, Davies, Delaney, Dorn, Drage, Farmer, Forster, Harward, Kennett, Kinnell, Lamb, Makepeace-Browne, Neighbour, Oliver, Quarterman, Radley, Smith, Southern, Tomlinson, Wheale, Wildsmith, Worlock and Wright

Joint Chief Executive

CIVIC OFFICES, HARLINGTON WAY  
FLEET, HAMPSHIRE GU51 4AE

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## AGENDA

**This meeting is being administered under the provisioning of the Local Authorities and Police and Crime Panels (Coronavirus) (Flexibility of Local Authority and Police and Crime Panel Meetings) (England and Wales) Regulations 2020. The provision made in this regulation applies notwithstanding any prohibition or other restriction contained in the standing orders or any other rules of the Council governing the meeting and any such prohibition or restriction has no effect.**

**This Agenda and associated appendices are provided in electronic form only and are published on the Hart District Council website.**

- 1 MINUTES OF THE PREVIOUS MEETING** 5 - 7
- The Minutes of the meeting of 4 March 2021 are attached to be confirmed and signed as a correct record.
- 2 APOLOGIES FOR ABSENCE**
- To receive any apologies for absence from Members\*.
- \*Note: Members are asked to email Committee services in advance of the meeting as soon as they become aware they will be absent.*
- 3 DECLARATIONS OF INTEREST**
- To declare disposable pecuniary, and any other interests\*.
- \*Note: Members are asked to email Committee Services in advance of the meeting as soon as they become aware they may have an interest to declare.*
- 4 CHAIRMAN'S ANNOUNCEMENTS**
- 5 PUBLIC PARTICIPATION (ITEMS PERTAINING TO THE AGENDA)**
- 6 CLIMATE CHANGE WORKING GROUP UPDATE** 8 - 13
- Minutes of the meeting held on 2 March 2021 to be noted.
- 7 EQUALITY OBJECTIVES 2021 - 2023** 14 - 19
- To seek Cabinet approval for the Council's Equality Objectives 2021-2023, which were considered by Overview and Scrutiny Committee in March 2021.
- RECOMMENDATION**
- That the Equality Objectives 2021-2023 attached at Appendix 1 be approved by Cabinet and recommended to full Council.
- 8 DRAFT SERVICE PLANS FOR 2021/2022** 20 - 75
- To consider the draft Service Plans for 2021/22 as set out in Appendix 1.
- RECOMMENDATION**
- That Cabinet considers and adopts the draft Service Plans for 2021/22, as set out in Appendix 1, having regard to the agreed Budget for 2021/22.

To seek approval to transfer the Administration Authority function for the Joint Waste Service and employment of the Joint Waste Client Team from Hart District Council to Basingstoke and Deane Borough Council.

*Appendix G of this report is Exempt.*

### **RECOMMENDATION**

That Cabinet:

1. Agrees to the transfer of the Joint Waste Client team, and to delegate authority to the Joint Chief Executive, in consultation with the Portfolio Holder for Environment, to seek any minor changes to the client team arrangements as necessary.
2. Authorises the Joint Chief Executive in consultation with the Portfolio Holder for Environment, to finalise and enter into an amended contract that transfers the Administrating Authority function for the Joint Waste Service from Hart District Council to Basingstoke and Deane Borough Council.
3. Agrees to enter into an updated Inter Authority Agreement (IAA) and new Service Level Agreement (SLA) with Basingstoke and Deane Borough Council, substantially in the form attached at Appendices A and B, and delegates to the Joint Chief Executive, in consultation with the Portfolio Holder for Environment, authority to finalise the terms and complete both agreements on behalf of the Council.

- 10 HOUSING ADVICE SOFTWARE RE-PROCUREMENT** 179 -  
191
- To update Cabinet on the outcome of the procurement process undertaken to implement a new integrated housing advice software solution, and to seek approval to appoint the preferred supplier.
- Appendix 2 of this report is Exempt.*
- RECOMMENDATION**
- To request authority to draw down from housing earmarked reserves to fund the procurement of the new housing IT system.
- 11 FROGMORE DAY CARE CENTRE** 192 -  
195
- The Joint Chief Executive to inform Cabinet of an urgent decision taken under delegated powers to seek surrender of the existing lease for Frogmore Day Care Centre.
- 12 COVID 19 PANDEMIC - MOVING FROM EMERGENCY RESPONSE TO RECOVERY**
- The Monitoring Officer to confirm the decision-making implications under the adopted scheme of delegation arising from the impending move in status from Emergency response to Recovery.
- 13 CABINET WORK PROGRAMME** 196 -  
201
- The Cabinet Work Programme is attached for consideration and amendment.
- 14 EXCLUSION OF THE PUBLIC**
- The following items contain exempt information.
- RECOMMENDATION**
- Members must decide whether the public interest in maintaining an exemption outweighs the public interest in disclosing the information.
- It is recommended that, in accordance with Section 100A(4) of the Local Government Act 1972, the public be excluded during the discussion of the matters referred to, on the grounds that they involve the likely disclosure of exempt information, as defined in paragraphs 1 and 2 of Part 1 of Schedule 12A of the Act, and the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
- 15. HART DISTRICT COUNCIL LEISURE CONTRACT - COVID 19** 202 -  
3 204
- This report is exempt from publication.*

**Date of Publication: Thursday, 25 March 2021**

**CABINET**

**Date and Time:** Thursday 4 March 2021 at 7.00 pm

**Place:** Council Chamber

**Present:**

Ambler, Bailey, Cockarill, Kinnell, Neighbour (Chairman), Oliver, Quarterman and Radley

**In attendance:**

**Officers:** Foy, Hughes and Vincent

**105 MINUTES OF THE PREVIOUS MEETING**

The minutes of 4 February 2021 were confirmed and signed as a correct record.

**106 APOLOGIES FOR ABSENCE**

No apologies received.

**107 DECLARATIONS OF INTEREST**

No declarations made.

**108 CHAIRMAN'S ANNOUNCEMENTS**

The Chairman asked Joint Chief Executive to update Cabinet on any recent emergency decisions taken to respond to the Covid-19 pandemic.

The Joint Chief Executive announced recent emergency decisions made: 1. In consultation with the Leader, Deputy Leader and Leader of the Opposition Cabinet, that an amendment to the local discretionary business grant scheme had been made which would increase funding for businesses facing challenge as part of the continued lockdown, which would change the proportionality of funds distributed and those held for Covid-19 Recovery purposes, as previously agreed, based on the immediacy of need by our local businesses.

**109 PUBLIC PARTICIPATION (ITEMS PERTAINING TO THE AGENDA)**

None.

**110 CIVIC REGENERATION WORKING GROUP**

Minutes of the meeting held on 2 February were noted.

Following the meeting held in March the decision was made to postpone activity associated with a public consultation until after the May elections.

## **111 CLIMATE CHANGE WORKING GROUP**

Members were informed that Service Plans will include climate change impacts and the Working Group will engage with transport and building control to influence the move to net zero.

Minutes of the meeting held on 25 January 2021 were noted.

## **112 CORPORATE VEHICLE FOR PROPERTY HOLDING PURPOSES: DRAFT BUSINESS CASE**

The Council had agreed to establish a corporate vehicle for property holding purposes. The company will take the form of a company wholly owned by the Council limited by shares. The purpose of this report is to set out the draft business case and to ask Cabinet to recommend to Council that the Business Plan is approved.

Members discussed:

- Any rent increases proposed will abide to the rent increase legislation.
- The Business Case will be presented to the Overview & Scrutiny Committee in April followed by Cabinet in May with recommendation to full Council.
- Future business plans will be approved by full Council.
- The Council and the programme will focus on affordable housing.

### **RECOMMENDATION to Council**

Cabinet recommends to Council that the Business Case be approved.

## **113 2020-21 BUDGET MONITORING - TO END OF DECEMBER**

Cabinet was advised of the position on revenue and capital expenditure at the end of December 2020. Overview & Scrutiny Committee had considered this report at its meeting on Tuesday 16<sup>th</sup> February 2021.

The forecast overspend on controllable budgets is £612k for 2020/21 before accounting adjustments; any deficit required will be transferred from Reserves at the end of the year after all year-end adjustments have taken place. Accounting adjustments can significantly affect the year end position as it is only then that we can fully account for key areas of spend such as Housing Benefits and Business Rates payments to cover policy decisions made by Central Government during the year.

This overspend should reduce due to support from the Government of lost income and cost savings from IT restructuring.

Members considered:

- Initiatives and opportunities for financial support not missed due to subscriptions to LGP (Local Government Platform) and Grant Finders who provide information of support available to Councils.
- Invoices to Basingstoke & Deane for the Joint Waste Contract delayed due to additional pressures and timing differences.
- The available resourcing for the annual audit of accounts to accommodate all extra schemes is on target for the deadlines of 31<sup>st</sup> July and end of September 2021.

## **DECISION**

- 1 The revised projections and reasons for the main revenue variations highlighted in Paragraph 4 and analysed in Appendix 1 be noted.
- 2 The current spending position for Capital shown in Paragraph 5 and Appendix 2 which includes project details be noted.

## **114 CABINET WORK PROGRAMME**

The Cabinet Work Programme was considered and amended.

- 1 Car Boot Sales to be postponed.
- 2 The Corporate Vehicle Business Plan to be included in June.

The meeting closed at 7.44 pm

## TECHNICAL AND ENVIRONMENTAL CLIMATE CHANGE WORKING GROUP MEETING NOTES

**Tuesday 2<sup>nd</sup> March 2021 at 10:00am**

Present:

Councillor Butler	-	GB
Councillor Crampton		AC
Councillor Drage	-	AD
Councillor Forster	-	SF
Councillor Neighbour		DN
Councillor Oliver (Chair)	-	AO
John Elson	-	JE
Peter Summersell	-	PS
Sarah Taylor (notes)		ST

APOLOGIES FOR ABSENCE  
Councillor John Radley (JR)

Item		Action
<b>1.0</b>	<b>Welcome, Housekeeping</b>	
	AO opened the meeting.	
<b>2.0</b>	<b>Minutes of last meeting/matters arising</b>	
	<p>Outstanding minutes and matters arising were reviewed</p> <p><b>Waste Meeting Contract</b> Meeting to discuss carbon reduction of the waste &amp; recycling contract have now resumed, next meeting 4<sup>th</sup> March. PS to be in attendance.</p> <p>WG advised Serco were likely to be trialling electric vehicles in Maidenhead and Windsor very soon. HDC had an update on this at the Serco Partnership Board.</p> <p><b>Carbon emission reductions</b> A major facility to be evaluated for carbon reduction opportunities is our Frogmore Leisure centre because of its age. PS to set up a meeting with Hart, Everyone Active and HCC see what we can do to improve energy efficiency.</p> <p>WG agreed to keep any Carbon Offsetting reductions clearly identified to ensure transparency.</p> <p>SF advised that when the Hart Leisure Centre was built, we had the foresight to put in electric car charging point trunking. WG agreed to add EV charge points at Leisure centres to potential tender exercise. PS to confirm with Everyone Active</p>	PS

	<p><b>Green Homes Grant</b> PS to update WG on this after the meeting with the Energy Hub group on 3<sup>rd</sup> March, and a conversation with the HDC Housing team on potential targets.</p> <p><b>Solar Together</b> Scheme has been launched. PS to advise working group when we have numbers of people who have signed up for the scheme. PS to report figures when available.</p> <p>SF raised issue that has had no contact since signing up to the solar together scheme, AO advised that this was not his experience and should be taken up with supplier or HCC direct</p> <p>At the next officer group meeting, we are going to discuss a list of Harts fleet vehicles that we have within Hart. The list is to include the approx. timeframe for upgrade of vehicles. PS to include this in Officers group report.</p> <p>SF suggested that the WG, should look at contributing to Fleet Link as they provide a transport service to residents, we could provide a budget. AO advised there is no lack of intent in supporting public transport, it is just the funding. HCC are the responsible authority for this area and currently fund the service with Fleet Town Council. .It is hoped that HCC do not continue to cut bus services and subsidies which goes against their commitment on climate change</p> <p>Green grid link update on MOD Land; no report back from the project to advise WG on where we are in the process.. JE to ask Phil Sheppard for an update.</p> <p><b>Greentech south free business energy audits</b> These audits for SME only (companies under 250 employees), PS advised that Everyone Active would not be able to use these for the Leisure Centres</p> <p><b>Carbon Literacy Training Proposals</b> This was discussed at the climate change officers' meeting. We have had some quotes back, a trainer would be able have up to 22 people on a course. PS advised that in the Officers group some raised concerns that it would take up quite a lot of time because it is a whole day course, and wanted to make sure it was relevant</p> <p>PS to look to arrange course of June/July '21 for members and relevant staff, subject to training budget being approved by Senior Leadership Team</p> <p>PS advised that may struggle to get old carbon emission data from 2017/18, especially from waste contract as contractor has changed. Will try to get data when putting together 2020/21 carbon footprint</p>	<p>PS</p> <p>PS</p> <p>PS</p>
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	<p>sustainable energy using the right methods.</p> <p>AO stated that Hart is a rural area and cannot become carbon neutral on our own or within our own boundaries. We need to work and closely align our efforts with Hampshire CC.</p> <p>Energy use as reported down for the Civic Offices, officers group raised Concern that the savings made in the office are just being transferred to home.</p> <p>Sustainable transport forum group has been setup, Looking at transport options for the potential new settlement and linking to the green grid.</p> <p>Officers group is also looking at ways of supporting businesses and helping a green recovery.</p> <p>It was suggested that the WG have some timelines on these proposals and this should be fed back to the Officers working group.</p> <p>It was suggested to the WG that we should have actions within the service plans so that these can be reviewed and monitored</p> <p>JE confirmed we are linking this with the service plans, but it may be that we do not have the resources to action all the projects, other things may need to be dropped to do this. We are going to identify where the links are, and the prioritisation will come from the O&amp;S committee. This should then go back to SLT and also Cabinet separately.</p> <p>If this does not happen, we are failing on the Council's key pledge of climate change being a priority in our Corporate Plan.</p> <p>The member's working group was held a week prior to this meeting, and we are looking to book another meeting in about 6 weeks from today, around the 2<sup>nd</sup> week of April to allow notes to be discussed by the WG</p>	<p>PS</p> <p>JE</p> <p>CT/PS</p>
<b>4.0</b>	<b>Update on Climate Change Action Plan</b>	
4.1	<p>PS has updated this and shared this with the group. Noted that a lot of actions have been already been captured in this meeting.</p> <p>S1.2 - I have had a meeting with the Local Partnership and are looking at how we can go forward with the carbon pathways. Awaiting quote.</p> <p>S2.4 - Procurement – we need to have a way to have a sub-group set up and Ashley Grist in finance to lead on that.</p> <p>S 3.3 - We have done a basic feasibility study on potential solar project, however business case did not hold up. Working with finance so we can produce a toolkit to quickly access if a site is</p>	PS

	<p>worth looking further into.</p> <p>SF asked if there are any working papers on that? AO advised need to talk to the Commercialisation team before we start releasing working papers</p> <p><b>Green Grid Strategy</b></p> <p>SF asked if the link with Hartland village is being progressed?</p> <p>JE asked to advise which officer is progressing discussions with MOD</p> <p><b>Energy Audits</b></p> <p>Energy audits for civic offices and workshop should be carried out March '21, results to be reported back to the working group. Will also looking at getting cost for energy audit for leisure centre, previous quote was very high, so will look at other options.</p> <p>P1.1 Meeting setup with Serco 4<sup>th</sup> March.</p> <p>SF requested a copy of the Project Integra plans as he had not seen the update.</p> <p>Some of the detailed analysis has not been done on the waste tonnages due to COVID. Hart is doing well on recycling volumes</p> <p>SF requested to see the tonnages figures.</p> <p>A 1.3 PS suggest as a council should be looking at long-term at carbon emissions its effects and how it will impact Hart, and resulting mitigation and adaptation that would be needed. This was raised as a particular point to be looked at the officers working group.</p> <p>AO advised that is more one for the planning group, rather than this meeting. We may need some specialist input on that from the planning policy team with regards to mitigation.</p>	<p>JE</p> <p>PS</p>
<b>5.0</b>	<b>EV charge points update/Discussions</b>	
5.1	<p><b>EV survey questionnaire –</b></p> <p>PS advised on results on the questionnaire – we have received 274 responses so far. 48% residents said they have access to off-street charging. The takeout of the results - 74% of people were looking to change their vehicle in the next 5 years and 89% said it would an electric or hybrid vehicle.</p> <p>Suggestions for sites; there is quite a big appetite for leisure centre car parks and new builds development to having charging points. Mark Jaggard has consultants looking into provision for new developments.</p>	

5.2	<p><b>Procurement process for EV charge points</b></p> <p>There is a meeting next week to look at the tender process which will include the car parks. PS to attend the meeting next week and to advise on the best way to progress..</p> <p>A recommendation was made that we should be looking at the Kent frameworks for Tender And including Leisure Centre car parks</p> <p>PS was asked, is there any information from local garages on EV charging points? PS advised through suppliers where were not keen to put chargers in our car parks near petrol stations as it's likely the petrol stations will have rapid chargers installed which would make the business case less attractive.</p>	PS
5.3	SF advised that general attitude is that people do not want to go to a garage to charge their vehicles, they want to go to a retail park, so a lot of petrol station sites are likely to become vacant. The fast charging and lower access charging will become key. There is likely to be limited grid power available, and getting access early is something to be considered in the tender process.	
<b>O&amp;S</b>	<b>Website Update/Discussion</b>	
6.1	The website has been refreshed but is still a work in progress. WG members were asked to feed back to PS Links to the Environment Center supported by HCC to be added.	ALL
6.2	AD & AO suggested that we need to update the links to other businesses and also to signpost where Hampshire and the Parish's documents can be found on these web pages.	PS
6.3	HCC have some very good experts on reducing carbon emissions which is why SF suggested HCC should have net neutral aim for 2050 together with HCC. HCC 2050 plan to be shared to group.	SF
<b>7.0</b>	<b>AOB</b>	
7.1	<p>There are a lot of grant initiatives for applying for sustainable transport and green initiatives coming forward.</p> <p>Further information on potential sources of funding to be sent to JE</p> <p>SF suggested we could work with Hampshire highways in progressing this. Particularly the high priority cycle scheme from Calthorpe School to Elvetham.</p>	ALL  SF
<b>8.0</b>	<b>Date of next meeting</b>	
8.1	AO, taking on board the next meeting of the officers' working group is last week of March,	
	<p>Date agreed with all.</p> <p><b>Monday 12<sup>th</sup> April at 10:00am for 1.5 hours</b></p>	

Meeting ended: 11:22am

## CABINET

**DATE OF MEETING:** 1 APRIL 2021

**TITLE OF REPORT:** HART DISTRICT COUNCIL EQUALITY OBJECTIVES

**Report of:** Head of Community

**Cabinet member:** Councillor Stuart Bailey Portfolio Holder for Community

### 1 PURPOSE OF REPORT

1.1 To seek Cabinet approval, ahead of formal adoption by Full Council, for the Council's Equality Objectives 2021-2023, which were considered by Overview and Scrutiny Committee in March 2021.

### 2 RECOMMENDATIONS

2.1 That the Equality Objectives 2021-2023 attached at Appendix 1 be approved by Cabinet and recommended to Full Council for adoption.

### 3 BACKGROUND

3.1 Since April 2012, the Public Sector Equality Duty has required local authorities to publish one or more equality objectives at least every four years. Equality objectives help focus attention on the priority equality issues within an organisation in order to deliver improvements in policy making, service delivery and employment.

3.2 The Council's Equality Objectives for the period 2017-2021 are set out in Appendix 1. Good progress has been made against these objectives including:

3.2.1 Creation of a set of standard equality monitoring questions for use in surveys and consultations and embedding of these in the council's customer feedback survey.

3.2.2 Development and roll-out of a template and guidance to support services to assess the impact on equalities of any relevant new policy or service, or change to a policy or service.

3.2.3 Delivery of Equality Impact Assessment training for staff to support them in assessing the potential equality impacts of policies, projects, and service changes.

3.2.4 Delivery of a range of other training and awareness opportunities including Equality and Diversity Awareness training for staff and Members, and diversity awareness sessions as part of All Staff briefings, including

Autism awareness, Deaf awareness, Sight awareness, Armed Forces awareness, and an introductory course in British Sign Language.

3.2.5 Continued engagement with communities and partners through forums such as the Ageing Well and Starting Well Networks, and the Domestic Abuse Forum, to maintain a current understanding of community need and put in place schemes to address this.

3.2.6 Testing of different ways of communicating with younger residents such as Instagram advertising and video as part of the Your Way Forward campaign launched by the Hart Community Recovery Working Group.

- 3.3** The pandemic has affected everyone but it has not affected everyone equally. Covid-19 has brought into sharp focus the inequalities in our society. National evidence and local impact assessment highlights certain groups as experiencing disproportionately negative impacts compared to the general population.
- 3.4** Although the full impacts of the pandemic are not yet known, plans are now underway to move the organisation and the district towards recovery. This will include targeted action to address inequalities, as part of the Community Recovery plan which was formally adopted by Cabinet in October 2020.
- 3.5** The Equality Objectives for 2021-2023 will help to ensure that equality is at the fore as we work towards recovery with our communities and partners, and continue to develop and deliver programmes and services during these challenging times.
- 3.6** Three Equality Objectives have been identified for the period 2021-2023. These have been developed through engagement workshops with Leadership Team, Management Team and the Change Champions. The Change Champions group is made up of staff representatives from across the organisation whose remit is to shape and support change within the organisation.
- 3.7** The Local Government Association's Equality Framework for Local Government was used to guide discussions about possible objectives. The framework helps organisations to review and improve their performance for people with characteristics protected by the Equality Act 2010, through 4 improvement modules including: Understanding and working with your communities; Leadership and organisational commitment; Responsive services and customer care; and, Diverse and engaged workforce.
- 3.8** Overview and Scrutiny Committee considered the draft Equality Objectives 2021 – 2023 at their meeting on 16th March 2021 and recommended it to Cabinet without amendments.

#### **4 EQUALITY OBJECTIVES 2021-2023**

- 4.1** The Equality Objectives 2021-2023 are set out below and further detail can be found in Appendix 2:

4.3.1 To develop a communication and engagement strategy and guidance for the organisation in order to enhance our approach to engagement across the Council and to ensure we hear from our diverse communities.

4.3.2 To refresh our approach to assessing the equality impact of policies, programmes and services, to ensure this is integrated systematically into planning and decision-making across the organisation.

4.3.3 To refresh the equality information we hold about our staff and use this, alongside equality information from applicants and best practice from other organisations, in order to identify measures that encourage and support a diverse workforce.

**4.2** These objectives are in addition to work which may take place within individual service areas and programmes such as the Community Recovery programme. The Equality Objectives will ensure the Council has a strong foundation on which to carry out this work.

## **5 FINANCIAL AND RESOURCE IMPLICATIONS**

Is the proposal identified in the Service Plan?	Yes
Is the proposal being funded from current budgets?	Yes
Have staffing resources already been identified and set aside for this proposal?	Yes

The Community Service Plan includes an objective to support the organisation to deliver the 2-year Equality Objectives.

The Equality Objectives will be delivered within existing staff resources.

## **6 ACTION**

**6.1** It is requested that Cabinet approves the Equality Objectives 2021-2023 and recommends them to Full Council for adoption.

**6.2** Once adopted, a more detailed action plan will be produced to support delivery of the objectives.

**Contact Details:** Liz Glenn / 4228 / [liz.glenn@hart.gov.uk](mailto:liz.glenn@hart.gov.uk)

## **APPENDICES / CONFIDENTIAL APPENDICES**

### **Appendix 1**

#### **Corporate Equality Objectives 2017-2021**

**Objective 1: Improve our understanding of Hart's community and its needs, through consultation and engagement, to complement existing data (e.g. Census data)**

<b>Specific actions</b>	<b>RAG</b>
Introduce a set of standard equality monitoring questions to the council's customer feedback survey and to other surveys and consultations as appropriate	
Continue to engage with a range of groups, organisations, and forums*, and establish further links where necessary, so that our understanding of Hart's community and its needs remains current and gaps in our understanding are filled	
Continue to use a range of communication channels to reach a range of groups within Hart's community, and develop new channels where gaps are identified including the use of video to reach younger generations	

\*Such as, the Hart Health & Wellbeing Partnership, Hart Ageing Well Network, Over 55s Forums, Hart Military Covenant Partnership, Hart District Association of Parish & Town Councils, Community Safety Partnership, North East Hampshire Domestic Abuse Forum, Vulnerabilities Operational Group, Hart Local Children's Partnership, Hart Housing Forum, Fleet Nepalese Community Group, Fleet Indian Community, Basingstoke & Deane, Hart & Rushmoor Learning Disability Local Implementation Group (LIG), Autism Friendly Fleet project group, Citizens Advice Hart, Hart Voluntary Action

**Objective 2: Use our improved understanding of Hart's community to continue to ensure our services are accessible and responsive to the needs of different groups, and to work with partners and communities to address needs and inequalities**

<b>Specific actions</b>	<b>RAG</b>
Develop and roll-out guidance and templates to support services to assess the impact on equalities of any relevant new policy or service, or change to a policy or service, using local equality information and evidence of local need as much as possible	
Continue to develop and roll out learning opportunities for staff and councillors, to help mainstream equalities considerations into the council's everyday business	
Continue to work with a range of groups, organisations, and forums, to address inequalities in health, wellbeing and quality of life of residents through partnership programmes such as the Homelessness Prevention Trailblazer	

**Objective 3: To continue to celebrate diversity and promote inclusion within our workforce and community**

Specific actions	RAG
Support local and national diversity awareness and inclusion activities such as Hampshire Pride, UK Older People’s Day, and disability awareness campaigns	
Set up a programme of diversity awareness sessions to help staff get to know different groups within Hart’s community	

**Objective 4: Continue to monitor the impact of our employment policies and practices to ensure all groups have access to employment opportunities**

Specific actions	RAG
Annual review and publication of workforce equality information and any adverse trends identified and addressed	Decision taken not to publish equality profile of staff due to some equality categories showing values of below 10 and therefore risk of individuals being identified. The Council has fewer than 150 employees and is therefore not required to publish this information under the Public Sector Equality Duty.

## Appendix 2

### Hart District Council Equality Objectives 2021-2023

No.	Objective	High level actions
1	To develop a communication and engagement strategy and guidance in order to enhance our approach to engagement across the Council and to ensure we hear from our diverse communities.	<ul style="list-style-type: none"><li>• Produce the strategy</li><li>• Create practical guidance for staff and Councillors around effective and meaningful engagement</li><li>• Deliver learning opportunities for staff around effective and meaningful engagement</li></ul>
2	To refresh our approach to assessing the equality impact of policies, programmes and services, to ensure this is integrated systematically into planning and decision-making across the organisation.	<ul style="list-style-type: none"><li>• Refresh and streamline Equality Impact Assessment template and guidance</li><li>• Embed Equality Impact Assessment in corporate project management and policy/service development process</li><li>• Set up a process whereby the Council's Change Champions group becomes a sounding board/critical friend for all Equality Impact Assessments for major projects or policy development</li><li>• Deliver a refresher workshop for relevant staff on equality impact assessment</li></ul>
3	To refresh the equality information we hold about our staff and use this, alongside equality information from applicants and best practice from other organisations, in order to identify measures that encourage and support a diverse workforce.	<ul style="list-style-type: none"><li>• Review the equality data we currently hold about our staff and identify gaps in the information</li><li>• Engage with staff to enhance the equality information</li><li>• Analyse the equality information we hold about our applicants and staff to identify opportunities for encouraging and supporting a diverse workforce</li><li>• Review of best practice to identify potential measures for encouraging and supporting a diverse workforce</li></ul>

**CABINET**

**DATE OF MEETING: 1 APRIL 2021**

**TITLE OF REPORT: DRAFT SERVICE PLANS 2021/2022**

**Report of: Joint Chief Executive**

**Cabinet Member: Councillor David Neighbour, Leader**

**1 PURPOSE OF REPORT**

1.1 To consider the draft Service Plans for 2021/22 as set out in Appendix 1.

**2 OFFICER RECOMMENDATION**

2.1 That Cabinet considers and adopts the draft Service Plans for 2021/22, as set out in Appendix 1, having regard to the agreed Budget for 2021/22.

**3 BACKGROUND INFORMATION**

3.1 Service Plans set out the key actions each service will undertake during the coming year to deliver the Council's objectives and priorities, as well as core services.

3.2 The draft Service Plans published in March for last year were developed based on the year's priorities, having regard to the agreed Budget, the Corporate Plan 2017 – 2022 and the Vision to 2040.

3.3 That plan reflected the implementation of key strategic policies already adopted by the Council:

- Climate Change
- Commercialisation
- Digitalisation

3.4 However, with the evolving Covid-19 pandemic, Cabinet were unable to meet in April 202 to consider the draft Service Plans as they had in previous years, and these plans understandably did not reflect the impact the pandemic would have on our service delivery.

3.5 An Interim Service Plan was agreed at Cabinet in July 2020 on the basis that Cabinet noted the unprecedented impact that Covid-19 had had on the organisation and that approval of the draft Service Plans for 2020/2021 recognised that delivery against these ambitions would be dependent on future impacts of Covid-19 should they occur.

**4 CONSIDERATIONS**

4.1 Service Plans and the Service Planning process form a key part of the Councils existing performance management framework.

- 4.2 All the fundamental principles of important key strategies for the Council remain as they were at the beginning of 2020, around climate change, commercialisation and continued improvements in digitalisation.
- 4.3 Whilst the outlook now appears optimistic with regards to Covid-19 and a clear 'roadmap' out of lockdown; at the time of writing, Hampshire Local Resilience Forum is still in a declared major civil emergency, and it is clear, the impact of Covid-19 will have long shadows across our communities and organisations such as Hart District Council, who serve them.
- 4.4 The Service Plans have been drafted and should be considered within this context. They should also be considered in conjunction with the Corporate Risk.
- 4.5 Overview and Scrutiny Committee have considered these Service Plans in advance of this evening's consideration by Cabinet. Overview and Scrutiny Committee had no suggestions or alterations to the anticipated workplans themselves, but did seek to gain a greater clarity regarding resources available to deliver these plans, by gaining greater consistency between the structure charts in each Service Plan. Based on this feedback, further information around resourcing has been provided.

## **5 FINANCIAL AND RESOURCE IMPLICATIONS**

- 5.1 The draft Service Plans are linked to the agreed budget for 2021/22. They reflect the resources available to the Council. Should members wish to introduce new or expanded work streams then additional resources will first need to be identified.

## **6 MANAGEMENT OF RISK**

- 6.1 If the Council does not adopt Service plans with clear targets and tasks that are aligned with its budgets, there is a risk that it will fail to deliver its objectives and priorities.

## **7 CONCLUSIONS**

- 7.1 Cabinet is recommended to consider the draft Service Plans and subject to any amendments, adopt the Service Plans
- 7.2 Once agreed, the performance against Service Plan priorities and objectives will be monitored and reviewed quarterly by Overview and Scrutiny.

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## **APPENDICES:**

Appendix 1 – Draft Service Plans for 2021/22



## Hart District Council's Service Plans 2021-2022

As the Covid-19 pandemic has shown over the past year, we live in a complex and interconnected world where our communities, the impact of social inequalities, the economy and quality of where we live can have a big impact on our lives.

These big picture issues have implications, not just for those living, visiting or working in Hart, but the whole country.

Addressing current challenges and making the most of coming opportunities is not something that any one organisation can do alone. It will require strong partnership with the local community, business sector and statutory and non-statutory organisations to foster a better understanding of the needs of our place and people who make up the community of Hart. Covid-19 has shown us that it is only through working together, we can embed real change.

Recognising a change in direction to respond to Covid-19, key achievements have included;

- Moving the Council and all council services to agile and remote working with a complete refresh of laptops and launch of Windows 10
- Facilitating online Committee Meetings and democratic decision making, evolving as the technology progresses
- Adoption of the Local Plan at the first 'virtual' meeting of the Council just 26 working days after formal lockdown
- Created, within a matter of days, the Hart Response Hub, to protect and support those shielding and help them with food and medicines as well as loneliness bringing staff from across the organisation to deliver.
- Ensured all people homeless were 'brought in' and provided social isolation payments (for those who were required to quarantine) as well as providing a range of discretionary social isolation payments and hardship payments as well as provision of grants to voluntary groups who were supporting the community response to Covid-19
- Installed new applications, equipment and processes to ensure that the Council Offices were safe places of work, as well as safe for our residents to visit.
- Launched the Edenbrook Bike Track

- Delivered a wide range of business grants to businesses struggling due to the economic impact of the crisis as well as increased business support information
- Dealt with the major fish death at Fleet Pond which occurred due to the weather conditions
- Insourced HR and Payroll as well as Community Safety Services
- Increased and sustained regular Covid-19 updates for all Councillors, Parish Councils
- Increased and sustained weekly updates for staff and monthly Staff Briefings
- Created a forum with Covid Community Co-ordinators to ensure effective communications, and sharing of issues and solutions
- Began work on Covid-19 Recovery, with the adoption of a Covid-19 Recovery plan by Cabinet and the creation of a 'Community Sounding Board' as well as delivering a District wide Covid questionnaire.
- Carried out an election canvas and began the implementation of Modern.Gov
- Created and launched the Later Flow Community Testing Site at the Council offices
- Continued all services, as far as possible, for all residents.

Page 24 Public services as a key facilitator of change are facing ever increasing challenges, there is a greater need for us to have a clear picture of where we are now, and to keep looking ahead to how we will provide services in the future. Looking to the future these challenges include:

- The long shadow of the Covid19 pandemic and the need to work with our communities on recovery
- The fast and necessary pace of change we have needed in technology and communications, which will increase in the future
- Continued financial uncertainty at a time of reduced income and increased costs
- The ability to support our residents, with increasing needs and higher expectations.

As a district council we will have a clear set of priorities that working in partnership with those across the district, we can focus our resources where they are most needed and will bring the greatest benefit to the communities we serve. We will make sure that everything we do is sustainable and flexible so that we can withstand future change and challenges.

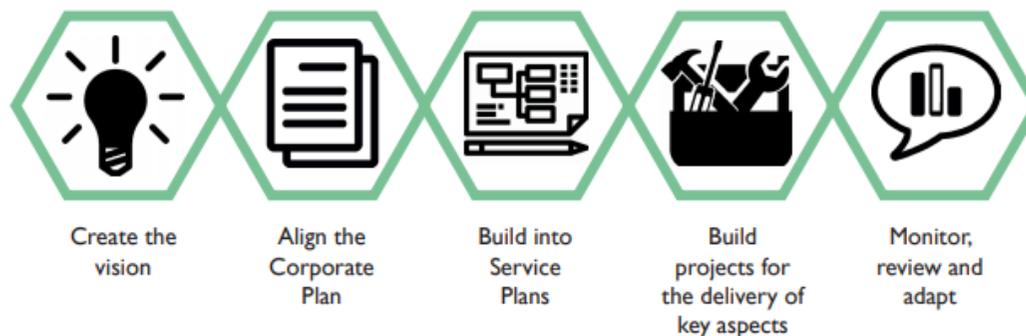
This Service Plan is written in the context of the Corporate Plan and the recently adopted twenty-year vision for Hart, which will provide a clear direction and will shape our council and working environment. It will help us to improve our use of resources and align our strategies to reach the outcomes our communities deserve.

It is about keeping Hart a healthy and desirable place where people can live, work and visit. Everything we do should contribute to the council's priorities via a 'golden thread' so that all our effort and resources are linked into the delivery of the Vision.

## Vision for Hart

To become the best Place, Community and Environment to live, work and enjoy:

- Theme One: To become the best Place to live, work and enjoy by creating a connected environment
- Theme Two: Design the Community to live in, work with and enjoy by helping our community to thrive through
- Theme Three: Enhance the Environment to live in, work in and enjoy enhancing our environment
- Theme Four: Develop the Organisation which can deliver working in partnership





## HART Values

The Council has embedded a shared culture and ethos across all its people, acting and behaving as a single organisation based on the Council’s core values of:

**Helpful** – we will really listen to what our citizens, customers and residents want to achieve and help them reach their goals.

**Approachable** – we will be open, friendly and fair, working with others and helping others to succeed.

**Responsive** – we will strive to do things well and look for ways to innovate and improve.

**Take Ownership** – we will take responsibility, do what we say we will and see things through. People and teams will be required to work collaboratively with others both inside and outside the organisation and actively share learning and best practice.

If you are being **helpful**, you will be:

- genuinely listening to what the resident or what your colleague wants
- treating everyone as individuals and with respect and dignity
- trying to understand what outcome they want to achieve
- be honest about what you and your service can do
- searching for then suggesting alternatives where you cannot help and providing the correct contact information

If you are being **approachable**, you will be:

- enthusiastic and knowledgeable about the service and the council

- friendly, fair and easy to talk to
- using your skills to recognise that residents and colleagues differ and may need you to change your approach, to suit different people's needs.
- Actively listening and check important messages are understood.
- Be welcoming and work as an effective team player, to listen and share ideas.
- Using plain English which our residents can understand

If you are being **responsive**, you will be:

- Enthusiastic about using change to improve services
- Asking if anyone need help and be happy to lend support wherever it is needed
- Spotting issues or areas for potential improvements, flagging these up and suggesting solutions
- Putting solutions suggested by you or others in place quickly and helping others to understand those changes.

If you are taking **ownership**, you will be:

- Finding the outcomes or solutions residents want, even if they fall outside your area of expertise
- Making sure you complete work on time, or if you notice problems, reporting these immediately
- Looking for opportunities to keep your skills and knowledge updated.
- Using feedback both as an individual and as a team, to improve.
- Being accountable for your own actions, giving your name and contact details, so that anyone can contact you again.



## Service Plan: Community Services 2021/22

### Service Overview

Community Services covers a wide range of services including private sector housing, engagement and support, community safety, housing enabling, and health, well-being and partnerships provided to the community directly and in partnership with many other agencies.

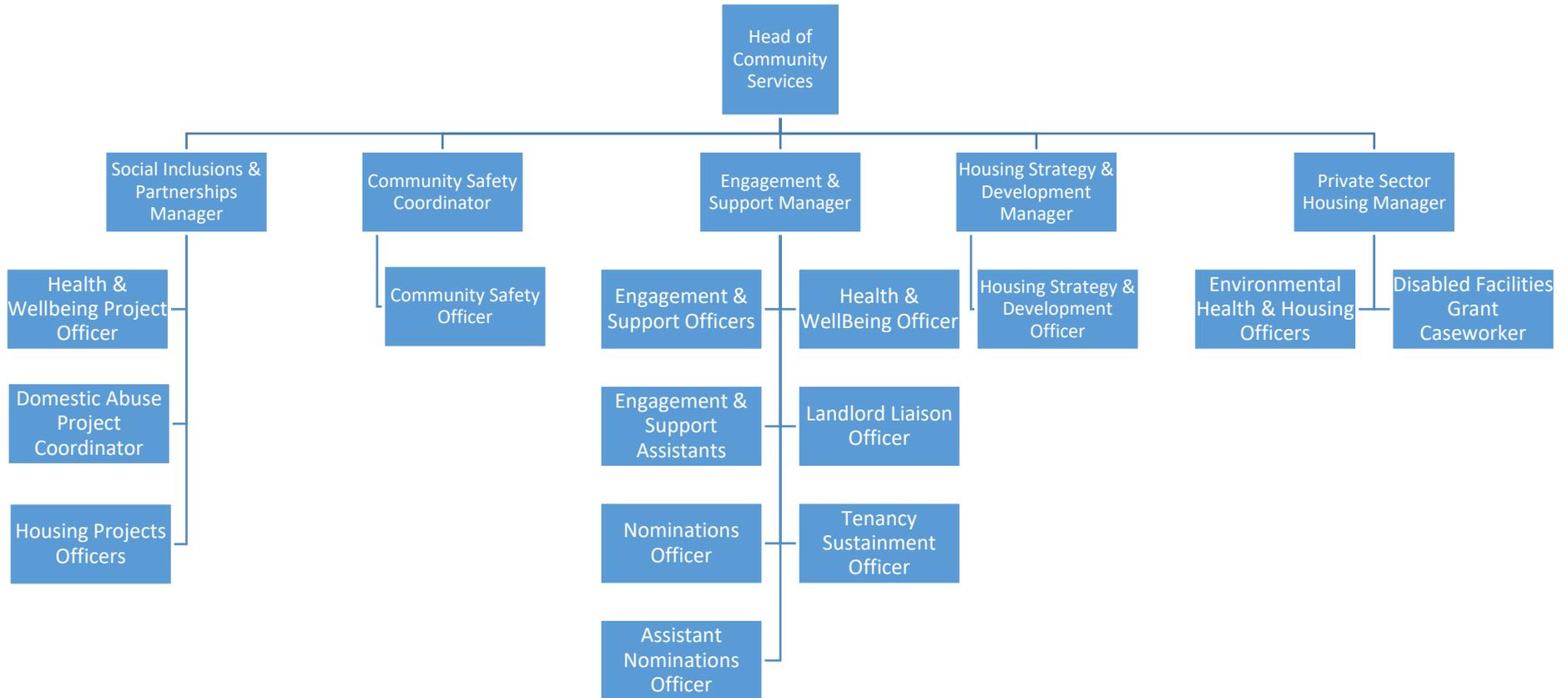
Services include:

- prevention of homelessness
- provision of accommodation for those who are homeless,
- community safety,
- maintenance of the housing register,
- delivery of the council's programme of Disabled Facilities Grants
- private sector housing
- dealing with unauthorised encampments
- housing enabling,
- health and wellbeing (providing support to the community and to the Council)
- social inclusion
- Covid 19 Community recovery work

**Resourcing**

The staffing structure for Community Services is below:

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## Service Priorities

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
1	Deliver the Community Recovery element of the Covid 19 Recovery Plan	Support for our town and village centres  Support the local economy	Delivery of Recovery Plan outcomes	Ongoing – Action Plans in place, developed via the Sounding Board
2	Re procurement of Housing system	An efficient and effective council	Increased digitalisation  Fit for purpose IT  Improved digital experience for customers  Better value for money / cost savings	October 2021
3	Support the ongoing development & Delivery of the Hart employment & Skills Hub	Support residents in becoming economically active	Clients assisted into training and employment	Ongoing

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
4	Support the organisation to deliver the 2-year Equality & diversity objectives	Healthy community and people	A strengthened approach across the Council to meeting the requirements of the Equality Act 2010 and Public Sector Equality Duties	Ongoing
5	Contribute to the delivery of the North Hampshire Community Safety Partnership (CSP) Partnership Plan	A clean, green, and safe environment  Healthy community and people	Delivery of initiatives in support of key objectives of the CSP Plan  Promotion of crime prevention and safety initiatives through project work  Joint work with the Police on ABCs and CPNs	March 2022
6	Provision of an antisocial behaviour (ASB) support service	A clean, green and safe environment  Healthy community and people	Reduction of repeat ASB for 50% of those who approach	Ongoing
7	Review and update nomination agreements with RPs (registered providers) with stock in the District	Ensure access to housing  Promoting high quality design and a good standard of amenity	Ensure all documentation is UpToDate and streamlined for all RP's  Clear and current arrangements for nominations to affordable housing between the Council and RP's	March 2022

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
8	Delivery of a homelessness prevention service	Ensure access to housing	Prevention of homelessness for 50% of those who approach	Ongoing
9	Review Homelessness Out of Hours Provision	Ensure emergency contact is well publicised and accessible.	Homelessness Out of Office Hours or due Office Closure is reportable and actioned	May 2021
10	Review of Engagement & Support service staffing structure	An efficient and effective council	Review and streamline the service for better outcome for residents	December 2021
11	Implement Housing IT	An efficient and effective council	Increased digitalisation Fit for purpose IT Improved digital experience for customers Better value for money / cost savings	March 2022
12	Ensure we have an active private rented sector, engaging with landlords and hosting landlord events. Delivery of landlord support and tenancy sustainment services	Ensure access to housing	Annual landlord events over digital platform Branded private sector lettings product	March 2022

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
13	Working with and supporting Parish Councils to advise and facilitate delivery of exception sites	<p>Supporting residents in shaping their local communities</p> <p>Support for our town and village centres</p> <p>Ensure access to housing</p> <p>Promoting high quality design and a good standard of amenity</p>	<p>Member of Hampshire Homes Hub</p> <p>Delivery of exception schemes including rural exception sites</p> <p>Affordable housing included in Neighbourhood Plans</p> <p>Supporting community groups to explore housing schemes</p>	Ongoing
14	Enabling the delivery of affordable homes, including maximising 40% affordable homes on all eligible sites	<p>Ensure access to housing</p> <p>Promoting high quality design and good standard of amenity</p>	<p>Delivery of programme of 40% affordable housing, through planning framework</p> <p>Maintain a good working relationship with the RP's to deliver good quality homes to meet local housing need</p> <p>Creation of sustainable and desirable housing products</p>	Ongoing

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
15	Produce an Annual Housing Update	An efficient and effective Council	Production of an annual update	March 2022
16	Undertake research to examine the affordability of 1,2,3 and 4-bedroom affordable rented properties in the district	Ensure access to housing	Evidence base on affordability to use as a basis for discussions with RPs	June 2021
17	Work with RP partners to review the way in which we record which affordable homes already have adaptations and improve the way these are advertised and let	Ensure access to housing	Better use of existing stock  Better property / client matching	March 2022
18	Prepare for the provision of First Homes in the District if/when Government announce an implementation timeframe for the scheme	Supporting residents in shaping their local communities  Support for our town and village centres  Ensure access to housing  Promoting high quality design and a good standard of amenity	The Council has clear policies and guidance for the provision of First Homes in the District  The Council has clear procedures for dealing with the sale and required checks for these homes	March 2022

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
19	Update affordable housing stock information for stock held by RPs in the District	Ensure access to housing	Accurate data about affordable housing stock to include locations, type, size, and occupancy levels	Sept 2021
20	Delivery of Disabled Facility Grant service	Ensure access to housing  Work with partners to keep Hart healthy and active	Enabling residents to remain in independent living accommodation (80 per year)	Ongoing - Number completed in 2021/22 may be impacted by Covid where lockdowns have resulted in grants being put on hold.
21	Penny Hill Caravan Site - deal with any breaches of site licence and produce revised site licence conditions, as necessary.	Ensure access to housing	Enabling residents to remain on site and maintain conditions on site.	March 2022

### Service risk register

A detailed service risk assessment has been completed and is reviewed at a minimum quarterly. This helps inform the Hart District Council Corporate Risk Register which is reported to Overview & Scrutiny Committee on a quarterly basis.

## Performance indicators and targets

KPI	Description	Annual Target
H02	Number of applicants for whom homelessness is relieved or prevented	to be 50% of those presenting
H04	Households living in Temporary Accommodation	<i>Below 30</i>
H06	Number of families in B&B for more than 6 weeks	<i>zero</i>
H10	Number of gross affordable homes delivered	<i>100</i>
H11	Number of energy efficiency measures installed	<i>4</i>
H15	Number of Hart residents assisted into employment or training each year through the skills cafe	<i>20</i>
H16	Disabled Facilities Grant spends against budget	<i>100%</i>
H17	Number of gypsy / traveller illegal encampments	<i>INFO ONLY</i>



## Service Plan: Corporate Services 2020/21

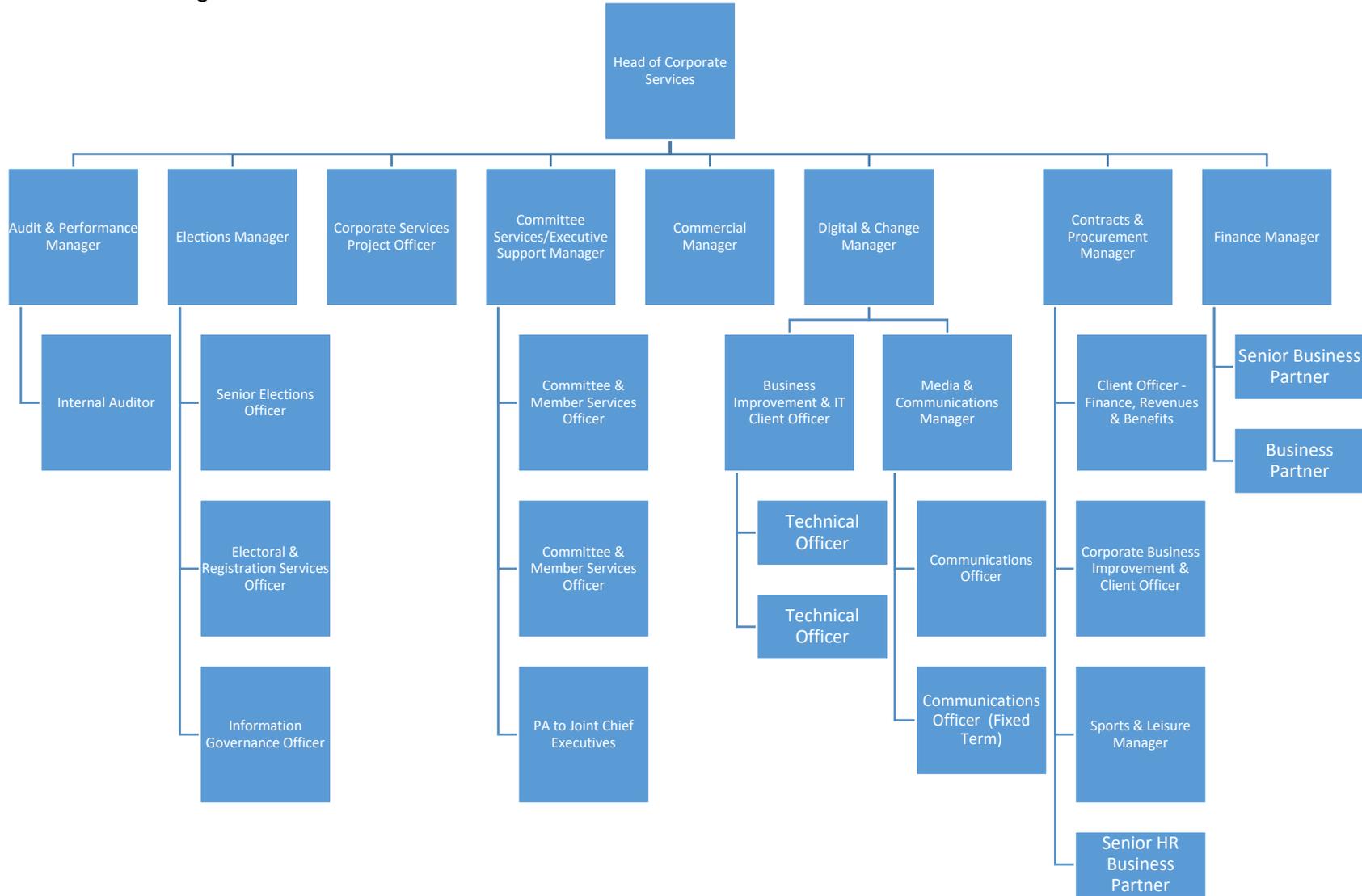
### Service Overview

Corporate Services covers a broad range of both front and back office functions for the council including

- Audit, and Performance
- Communications
- Business Grants Payments
- Elections and Electoral Registration,
- Corporate Strategy and Policy,
- Committee Services,
- Commercialisation,
- IT, Digitalisation and Change,
- Contracts and Procurement and GDPR
- Finance
- Garden Community
- Payroll and Human Resources
- A range of services are contract managed by the Corporate Team including
  - Legal Services
  - Leisure Services
  - Revenues and Benefit Services
  - Land Charges Service
  - Exchequer Services
  - Contact Centre and front line reception services

**Resourcing**

The current service organisation chart is shown below:



## Service Priorities

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
1	Delivery of the council's response to Covid-19 pandemic	<p>Ensure that the Council meets its statutory obligations under the Civil Contingencies Act.</p> <p>Support for our town and village centres</p> <p>Support the local economy</p> <p>Support our residents</p>	<p>Policy and payment of Business Rates Grants</p> <p>Corporate Impact Assessment</p> <p>Action plans arising from these</p> <p>Administration of Test and Trace Isolation payments</p> <p>Submission of grant funding applications</p> <p>Hardship payments to council tax-payers</p> <p>Effective communications to assist in duty to warn and inform.</p> <p>Deliver Revitalise Hart.</p>	Ongoing

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
2	New Ways of Working – Policy Support	Updating HR policies to reflect new ways of working	Remote working policy Travel and Expenses Policy Car Allowance policy Flexible working policy	31 <sup>st</sup> December 2021
3	Produce updated Medium Term Financial Strategy for Cabinet, predicated on the priorities within the Corporate Plan and reflecting current understanding of local government finance	Ensuring our Medium-Term Financial Strategy is focused on strategic priorities. Stable Financial Sustainability.	The Council's financial resources and commitments are aligned with its strategic priorities	Ongoing
4	Implementation and regular review of the Commercialisation Strategy	Maximising income opportunities, and identifying new opportunities for income generation	Investment in commercial property (£10m indicative budget in capital programme) Develop further stream of commercial property options.	October 2021

	<b>Service Priority</b>	<b>Link to corporate plan</b>	<b>Expected Outcomes</b>	<b>Completion date</b>
<b>5</b>	Continue to work with local commercial agents in renting out spare office space	Maximising Council income through effective asset management and collection activities	Refurbish and let out third floor	May 2021
<b>6</b>	Manage changes within the 5 Councils Partnership arrangement	Continuing to work closely with partners to deliver joint services	Services within the contract are aligned to the requirements of the Council and delivered in the most effective way feasible	September 2021
<b>7</b>	Implement the provision of Committee Services software	To realise our ambitions to deliver more for less	The Council makes full use of technology to improve the way it delivers Committee Services	March 2021
<b>8</b>	Review and replacement of the telephony system	To realise our ambitions to deliver more for less	The Council controls its overhead costs for direct dial telephony whilst expanding the flexibility for staff via a non desk-based solution	December 2021
<b>9</b>	Delivery of Edenbrook apartments project	Maximising income opportunities, and identifying new opportunities for income generation	The Council delivers the project on time and within budget to maximise the investment potential	May 2021

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
10	Implementation of Housing Company	Maximising income opportunities, and identifying new opportunities for income generation	Business Plan approved, Company set up, run first full financial year	31 March 2022
11	Review of expansion opportunities for Edenbrook Leisure Centre including the potential for Adventure Golf	Maximising income opportunities, and identifying new opportunities for income generation	The Council ensures the facilities offered to the public remain relevant and aligned with demands, whilst also delivering additional revenue in return	May 2022
12	Achievement of accreditation of both Bronze Armed Forces Covenant and the Armed Forces Employer Recognition Scheme	Continuing to work closely with partners to deliver joint services	Become member of the AFERS and gain Bronze stage in the Armed Force Covenant	March 2022
13	Upgrade the network and improve wifi access across the Council	An efficient and effective Council	Provide end user with more capacity and quicker speeds	June 2021
14	Create data map for Hart, consider data maturity and define data strategy	An efficient and effective Council	To transform decision making and how we deliver services	December 2021

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
15	Draft and consult on Communication and engagement strategy incorporating Hart News.\aqa	An efficient and effective Council	To provide principles and direction around corporate communication, social media and change programme	December 2021
16	Website accessibility review and accreditation	An efficient and effective Council	Resolve technical and content issues	June 2021
17	Deliver Elections	An efficient and effective Council	Smooth, efficient, safe and legal election	May2021
18	Create change programme including culture and behaviours	An efficient and effective Council	Staff survey. Create action plan	December 2021
19	Garden Community	Healthy Communities and People	Progress the exploration of the opportunity	Ongoing
20	Update current website	An efficient and effective Council	To provide quality information and services to residents	March 2022

### Service risk register

A detailed service risk assessment has been completed and is reviewed at a minimum quarterly. This helps inform the Hart District Council Corporate Risk Register which is reported to Overview & Scrutiny Committee on a quarterly basis.

## Performance indicators and targets

Corporate Services is currently in transition across a number of the support services including HR, IT, Finance, Revenues and Benefits. Many of the performance indicators will change as a result and those where data is available, are reported through the 5 Councils governance structure. Those shown below reflect the key indicators currently available.

KPI	Description	Annual Target
IA01	Percentage of Audit Plan completed during the year	100%
IA04	% of High Risk Audit Recommendations Implemented by Department	100%
CS01	Quality of Customer Service Call Handling - % score from monitoring sample	90%
F1	Implementation of savings schemes targets to meet MTFS requirements	90%
CS02a	% of telephone calls answered by Contact Centre in 30 seconds	70%
RB05	Percentage of Non-domestic Rates Collected	98%
RB06	% of Council Tax collected	98%
IT05	% uptime of key systems	99%
IT06	% uptime of Hart DC website	98%



## Service Plan: Environment and Tech Services 2021/22

### Service Overview

Environment and Technical Services is responsible for delivery of the following services:

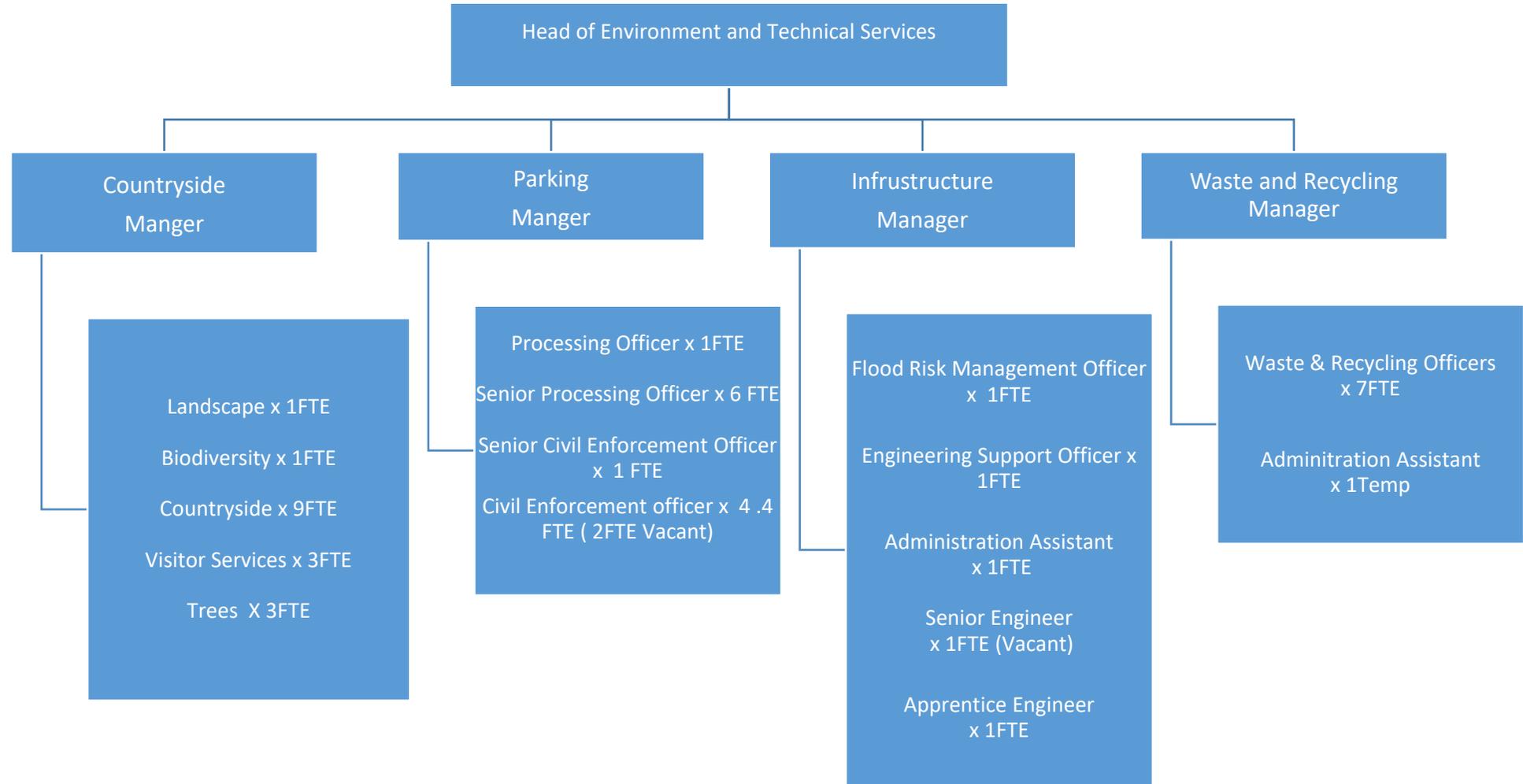
- Waste and recycling collections for both Hart and Basingstoke and Deane.
- Management of Harts countryside sites.
- Management of Harts trees and implementation and enforcement of tree preservation orders.
- Management and enforcement of Harts car parks.
- Implementation, management and enforcement of parking restrictions on the public highway on behalf of Hampshire County Council.
- Maintenance of Harts drainage assets and delivery of Environment Agency funded flood alleviation schemes.
- Delivery of Harts climate change action plan.

The following services which are reported through Environment and Technical Services are delivered as part of a shared service by a neighbouring authority:

- CCTV – Delivered by Rushmoor (due to transfer to Runnymede BC in summer 2021)
- Street Cleaning and Grounds Maintenance – Delivered by Basingstoke and Deane
- Litter and Dog Fouling Enforcement – Delivered by East Hampshire

**Resourcing**

The service is delivered by 42.24 FTEs working across the following four service areas:



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## Service Priorities

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
1	Delivery of the council's response to Covid-19 pandemic	Statutory requirement	Ensure that the Council meets its statutory obligations under the Civil Contingencies Act.	Ongoing
2	New ways of working	Corporate	Working with the council's operational recovery team to identify and implement opportunities for new ways of working.	Ongoing
3	Identify budget saving/ increased income opportunities.	Corporate	Review all service budgets for saving/income opportunities.	Oct 21
4	Co-ordination of Harts climate change action plan.	Improve energy efficiency Promote a clean environment	Facilitate member and officer working group meetings and provide update reports to Cabinet.	Ongoing

	<b>Service Priority</b>	<b>Link to corporate plan</b>	<b>Expected Outcomes</b>	<b>Completion date</b>
<b>5</b>	Develop a proposal for the installation of electrical vehicle charging points on land in Harts ownership.	Improve energy efficiency  Promote a clean environment	Develop and tender proposal.	July 21
<b>6</b>	Replacement of Harts vehicle fleet with electric vehicles.	Improve energy efficiency  Promote a clean environment	Produce costed proposal for replacement of Harts vehicle fleet with Electric vehicles.	Sept 21
<b>7</b>	Increase knowledge and awareness of climate change matters	Improve energy efficiency  Promote a clean environment	Arrange staff and member training sessions.	Sept 21
<b>8</b>	Reduce carbon emissions from Harts operational buildings.	Improve energy efficiency  Promote a clean environment	Energy audit to be completed of Hart operational buildings.	Dec 21
<b>9</b>	Carbon offsetting	Improve energy efficiency  Promote a clean environment	Produce draft proposal for carbon offsetting on Hart owned land.	March 22

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
10	Reduction in carbon emissions from contracted services.	Improve energy efficiency Promote a clean environment	Work with Serco and Steetcare team to develop carbon reduction plan for services.	March 22
11	Climate change adaption plan.	Improve energy efficiency Promote a clean environment	Produce a climate change adaption plan for Hart.	March 22
12	Delivery of Fleet Pond Green Corridor - Phase 1	Enhance access to open space and recreation facilities Protect and enhance biodiversity	Contract for Phase 1 to be awarded. Work on construction of Phase 1 to commence. Phase 1 complete.	March 21. October 21 March 22
13	Design of Fleet Pond Green Corridor – Phase 2 (car park and access road at Fleet Pond)	Enhance access to open space and recreation facilities Protect and enhance biodiversity	Design of new car park layout, access road and sustainable drainage system Tender preparation	December 21 March 22
14	Delivery of Ecological	Enhance access to open space and recreation facilities	Scoping study	April 21

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
	Feasibility Study at Fleet Pond	Protect and enhance biodiversity	Costed plan agreed  Feasibility study to be considered by Cabinet	September 21  October 21
15	Delivery of Phase 1 works at Edenbrook Country Park	Enhance access to open space and recreation facilities  Work with partners to keep Hart healthy and active	Award contract for construction of skate park.  Skate park to open.  Work to commence on community allotments.  Community allotments to be open.	July 21  Nov 21  March 21  September 21
16	Adoption of Poulters Meadow	Enhance access to open space and recreation facilities	Snagging works complete  Legal transfer  Adoption	August 22  September 22  Nov 22

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
17	Delivery of wetland at Bramshot Farm	<p>Protect and enhance biodiversity</p> <p>Enhance access to open space and recreation facilities</p>	<p>Work commences.</p> <p>Work complete.</p>	<p>March 21</p> <p>July 21</p>

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
18	Delivery of Countryside Vision and Commercialisation Strategy	<p>Protect and enhance biodiversity</p> <p>Enhance access to open space and recreation facilities</p> <p>Supporting the Local economy</p> <p>Promoting high quality design and good standard of amenity</p> <p>Work with partners to keep Hart Healthy and Active</p> <p>Explore options to increase financial self –sustainability</p>	Outline proposals to be considered, and way forward agreed.	April 21

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
19	Delivery of communal bins project.	Promote a clean environment	<p>Review communal areas identify needs for improved signage, bins and information for residents</p> <p>Work with Management Companies and Housing Associations – workshops</p> <p>Implement the new bins/signage and deliver leaflets and talks to residents.</p> <p>Monitor use of sites.</p> <p>Anticipated outcomes include improved service delivery, reduction in contamination and increased recycling.</p>	March 22

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
20	Waste contamination project	Promote a clean environment	<p>Identify areas with highest contamination</p> <p>Target highest contamination areas and link with the communal bins project.</p> <p>Increase awareness of the materials that can be recycled.</p> <p>Anticipated outcomes include, reduction in contamination and increased recycling.</p>	March 22
21	Review of the Joint Waste Client Team	Promote a clean environment	Cabinet to consider recommendation to transfer team to Basingstoke and Deane.	April 21

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
22	Introduction of kerbside collections for small electrical items	Promote a clean environment	<p>Complete review of contract requirements</p> <p>Agree specification for the service</p> <p>Service Implementation</p>	<p>April 2021</p> <p>June 2021</p> <p>March 22</p>
23	Introduction of wheeled bin repair service.	Promote a clean environment	<p>Review of contract requirements</p> <p>Service Outline</p> <p>IT Development with BDBC IT</p> <p>Service Implementation</p> <p>Monitoring of the service</p>	<p>April – May 2021</p> <p>May 2021</p> <p>May to October 2021</p> <p>March 22</p> <p>April 2022 onwards</p>

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
			Final Review	September 2022
24	Work with HCC and partner organisations to develop proposals that address the outcomes of the Waste and Resources Strategy.	Promote a clean environment.  Explore options to increase financial self-sustainability	Respond to Government Consultation.  Work with Project Integra Partners to develop Waste Strategy for Hampshire.  Obtain Cabinet approval for Waste Strategy.	April 21  October 21  November 21
25	Delivery of the 21/22 traffic management programme.	Support our town and village centres  Support the local economy	Delivery of the traffic management programme for 21/22.	March 22
26	Complete asset management plan for Council car parks.	Support our town and village centres  Support the local economy	Cabinet to approve draft asset management plan and programme of works.	October 21

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
		Promote a clean environment		
27	Delivery of approved flood alleviation schemes	Support our town and village centres Support the local economy	Completion of approved projects for Blackwater, Hartley Wintney and North Warnborough.	March 22
28	Complete water environment asset management plan	Support our town and village centres Support the local economy Promote a clean environment	Draft an asset management plan and programme works for Harts water assets.	March 22
29	Produce annual parking report.	Support our town and village centres Support the local economy	Delivery of a revised parking policy, and development of annual parking report.	March 22
30	Monitoring and management of Harts CCTV	Support our town and village centres	Transfer complete.	Sept 21

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
	cameras to be transferred to Runneymede BC.			
31	Implement approved changes to on and off street car parking charges.	Support the local economy	Revised parking order to be drafted and advertised  Charges to be introduced.	April 21  May 21

**Service risk register**

A detailed service risk assessment has been completed and is reviewed at a minimum quarterly. This helps inform the Hart District Council Corporate Risk Register which is reported to Overview & Scrutiny Committee on a quarterly basis.

## Performance indicators and targets

KPI	Description	Annual Target
ET03	Number of Green Flags held	3
ET04	Number of complaints received for Street Cleaning.	TBA
ET05	Number of complaints received for Grounds Maintenance.	TBA
ET06	Number of missed collections excluding garden waste (per 100,000)	40
ET07	Number of missed garden waste collections (per 100,000)	250
ET08	Overall cost of waste per household	£25
ET09	Total recycling rate	46%
ET10	Carbon footprint for Council operations	TBA
ET11	Number of hours of CCTV camera downtime per month	10 days
ET12	Number of hours of litter enforcement work carried out per month	118 hrs



## Service Plan: Place Service 2021/22

### Service Overview

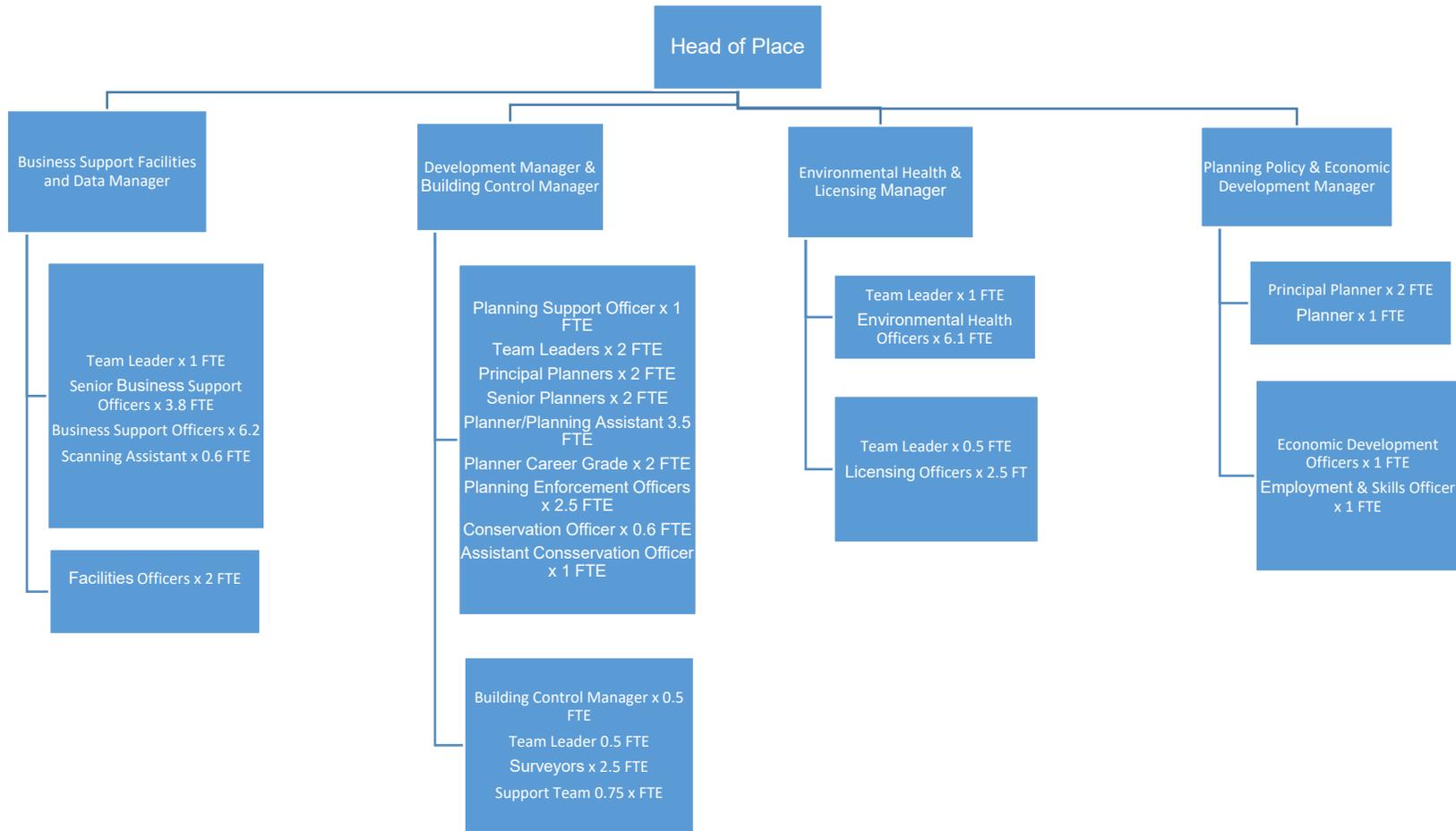
The Place Service covers a range of services focussed on delivering excellent services to our resident, businesses and other stakeholders. Implementation of policies, plans and budgets to deliver effective and efficient place making services within legislative requirements and in compliance with the Council's policies, financial regulations and standing orders. The key services within the scope of the Place Service include:

- Planning Development Management (including Heritage & Planning Enforcement)
- Building Control (shared service with Rushmoor Borough Council)
- Business Support & Data
- Facilities Management
- Planning Policy
- Economic Development, Employment & Skills
- Environmental Health (including Food Safety, Infectious Diseases, Health & Safety, Public Health Nuisance, Fly Tipping, Pollution Control, Special Treatment Licensing)
- Dog Warden service
- Licensing (shared service with Basingstoke & Deane Borough Council)
- Corporate Health and Safety (shared service with Basingstoke & Deane Borough Council)

We create a vision for the Place of Hart – Place Shaping - through the Local Plan and other development plan documents delivered by our Planning Policy & Economic Development team; and deliver the great developments – creating the Conservation Areas of the future - through Place Making and our Planning Development Management team. Every day, we deliver critical services such as Environmental Health. We work hard to support economic growth, and employment opportunities for our residents. Meanwhile, we continue to strengthen the partnerships behind shared services and contributing to new strategic policies. A key feature of 2020/21 and again in this 2021/22 Service Plan is be the Council's response to the Covid-19 Pandemic, and moving into the recovery phase.

**Resourcing**

The Service is made up of 4 teams, part of which are delivered as a Shared Service with Basingstoke & Deane Borough Council and Rushmoor Borough Council. The staffing structure for Place Service is below:



## Service Priorities

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
1	Covid-19 Response	A thriving local economy Healthy communities & people	Office safe and prepared for social distance working Covid-19 Patrols Business Newsletter	On going
2	Covid-19 Recovery	A thriving local economy Healthy communities & people	Offices of the future	On going
3	Uniform Project: Make better use of Uniform throughout the Service / Council to ensure we are making the best most efficient use of this product	Effective & efficient Council	To ensure we get the best use of the software to help run an efficient and effective service	On-going – continuous improvement
4	GIS Project: make better use of GIS throughout the Service/Council to ensure we are making the best most efficient use of this product	Effective & efficient Council	To ensure we get the best use of the software to help run an efficient and effective service	On-going – continuous improvement

	<b>Service Priority</b>	<b>Link to corporate plan</b>	<b>Expected Outcomes</b>	<b>Completion date</b>
<b>5</b>	Review all webpages relating to the Place Service to ensure they are helpful, up to date, relevant, easy to navigate. Includes overhaul of DM and Planning Policy pages	Effective & efficient Council	Helping our residents, businesses and other customers find the answers on-line 24/7 to enable more effective self-service	On-going – continuous improvement All Place webpages reviewed at least once per year Overhaul of DM & Planning Policy pages (1 <sup>st</sup> October 2021)
<b>6</b>	Improved Customer Satisfaction	Effective & efficient Council	Improve customer engagement and feedback  Review criteria for Customer Excellence Award	Engaging with planning agents and developers and other stakeholders including set up agents' forum (Summer 2021)
<b>7</b>	Complaints: Examine level and nature of complaints received to identify any common causes or areas of concern	Effective & efficient Council	To reduce the number of complaints received in Place Service	Action Plan by 30 <sup>th</sup> June 2021

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
8	Facilities Management	<p>Effective &amp; efficient Council</p> <p>Clean, green and safe environment</p> <p>Healthy communities &amp; people</p>	Preparing the office for new ways of working	On-going
9	Implement the Development Management Service Action Plan	<p>Thriving local economy</p> <p>Clean, green and safe environment</p> <p>Healthy communities &amp; people</p> <p>Effective &amp; efficient Council</p>	Improved Development Management service	<p>Short term 31 Mar 2021</p> <p>Medium 31 Dec 2021</p> <p>Long 30 Jun 2022</p>

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
10	Produce an Action Plan for the Planning Enforcement Service following the external review	<p>A thriving local economy</p> <p>Clean, green and safe environment</p> <p>Healthy communities &amp; people</p> <p>Effective &amp; efficient Council</p>	Improved Planning Enforcement service	Summer 2021
11	Review pre-application advice process and introduce the use of Planning Performance Agreements (PPA) and frontloading (introduction of an appropriate Protocol)	Effective & efficient Council	Production of an updated pre application service and associated charges	Summer / Autumn 2021

	<b>Service Priority</b>	<b>Link to corporate plan</b>	<b>Expected Outcomes</b>	<b>Completion date</b>
<b>12</b>	Prepare a protocol and practice guidance note on Extensions of Time (EoTs) on planning applications	Effective & efficient Council	Ensure there is less need to seek EoT on the majority of planning applications	Summer 2021
<b>13</b>	Update the Planning Local Enforcement Plan	Effective & efficient Council	Best practice is to review and keep updated the Planning Local Enforcement Plan. Look to ensure there is conformity with similar plan across the Council	Autumn 2021
<b>14</b>	Statement of Community Involvement (SCI)	Effective & efficient Council	Update to the SCI primarily linked to the Development Management service	Summer 2021
<b>15</b>	Building Control: Maintaining market share and IT improvements	Effective & efficient Council	Data transfer and harmonising two systems	On-going

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
16	Review and update the Local Development Scheme (LDS)	<p>A Thriving Local Economy</p> <p>A Clean, Green and Safe Environment</p> <p>Healthy Communities and People</p>	The LDS is a high-level project plan for the production of development plan documents	Spring 2021
17	Community Infrastructure Levy (CIL) charging schedule	<p>A Thriving Local Economy</p> <p>A Clean, Green and Safe Environment</p> <p>Healthy Communities and People</p>	A CIL charging schedule is first step to securing an increase in developer contributions towards infrastructure	<ul style="list-style-type: none"> <li>• Two consultations within the monitoring year</li> <li>• Submit for examination Spring/Summer 2022</li> </ul>
18	Car & Cycle Parking Supplementary Planning Document (SPD)	A Clean, Green and Safe Environment	New parking standards and guidance on how to design-in parking on new developments	Adopt Spring 2022
19	Annual Monitoring Report (AMR)	Effective & efficient Council	Reports annually on development plan matters in accordance with legal requirements	December 2021

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
20	Infrastructure Funding Statement (IFS)	Effective & efficient Council	Report of developer contributions towards infrastructure in accordance with legal requirements	December 2021
21	Supporting Neighbourhood Plans	A Thriving Local Economy A Clean, Green and Safe Environment Healthy Communities and People	Supporting Parishes and Town Councils with Neighbourhood Plans including carrying out statutory functions e.g. public consultation, arranging examination, referenda and adoption	Crandall and Crookham Village NPs referenda in May 2021  Winchfield NP and Yateley NP have both started. Depending on their progress, based on current timetables during this year HDC could be arranging Reg 16 consultations, examinations, referenda and adoption (making) for both plans

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
22	Fulfil legal and other obligations including: Housing data returns to Govt; Five Year Housing Land Supply; Self Build and Brownfield Registers; Assets of Community Value; TBHSPA JSPB related work.	<p>Effective &amp; efficient Council</p> <p>A Clean, Green and Safe Environment</p>	Fulfil legal and other obligations. Up to date 5-year housing land supply position statement important for maintaining control over residential development.	Deadlines throughout the year, or ongoing tasks
23	Employment Land Article 4 Direction	<p>A Thriving Local Economy</p> <p>Healthy Communities and People</p>	In light of recent changes to the Use Classes Order, and of proposed changes to permitted development rights and the NPPF, consider a new Article 4 direction to protect key employment sites against permitted development rights from commercial to residential use	To be confirmed following Government consultation on changes to permitted development rights

	<b>Service Priority</b>	<b>Link to corporate plan</b>	<b>Expected Outcomes</b>	<b>Completion date</b>
<b>24</b>	Work with Town and Parish Councils to update Conservation Area Appraisals	A Clean, Green and Safe Environment	Updated Conservation Area appraisals. At present the following Parishes are involved: Odiham, Crondall, Fleet, Hartley Wintney.	Ongoing to parish timetables
<b>25</b>	Covid-19 Economic Recovery Action Plan: deliver, monitor and review in light of changing circumstances	A Thriving Local Economy	Support for parishes to prepare town/village strategies  Encourage inward investment  Improved engagement with businesses	Timescales contained within Economic Recovery Action Plan
<b>26</b>	Update the Economic Strategy and Action Plan	A Thriving Local Economy	An up-to-date strategy to supporting the local economy – aim to improve performance of local economy	Spring 2022 - subject to capacity (Economic Recovery Action Plan is priority)

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
27	Helping local people into local jobs / assisting businesses with access to a skilled workforce	A Thriving Local Economy	Supporting delivery of the Hartland Village employment and skills plan  Local companies better able to access suitable local workforce More local people helped into work	2-year project from March 2020
28	Environmental Health	Effective & efficient Council	Devise an Action Plan on how to improve EH Service including:  Learn from the best EH services, focusing initially on statutory nuisance investigations  Improve resilience of Service through cross skilling and enhancing procedures	Summer 2021  On-going through recruitment, training and development of staff

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
29	Licensing	Effective & efficient Council	<p>Successful transfer of data from Hart to B&amp;D's database</p> <p>Review and renewal of the Shared Licensing Service (current agreement expires July 2021)</p>	<p>Summer 2021</p> <p>Completion by July 2021</p>
30	Update the Fly Tipping Strategy	A Clean, Green and Safe Environment	<p>To update the Council's strategy and priorities in relation to fly tipping</p> <p>To combat fly tipping in open spaces within the District</p> <p>To continue to raise awareness of fly tipping in the District through publicity.</p>	March 2022

	Service Priority	Link to corporate plan	Expected Outcomes	Completion date
31	Reduce incidence of dog fouling through education and targeted enforcement	A Clean, Green and Safe Environment	<p>Dog fouling patrols targeted at hotspots</p> <p>Enforce District-wide Public Spaces Protection Order to deter dog fouling</p> <p>Review effectiveness of PSPO</p>	<p>Weekly dog fouling patrols for Parish Councils and directed patrols in hotspots</p> <p>On-going</p> <p>March 2022</p>

### Service risk register

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A detailed service risk assessment has been completed and is reviewed at a minimum quarterly. This helps inform the Hart District Council Corporate Risk Register which is reported to Overview & Scrutiny Committee on a quarterly basis.

## Performance indicators and targets

KPI	Description	Annual Target
Development Management (KPIs currently under review)		
	Major development application decisions made within the statutory determination period	60%
	Minor development application decisions made within the statutory determination period	70%
	Other application decisions made within the statutory determination period	85%
	% of Tree Preservation works applications determined within eight weeks	90%
	Planning application fee income	<i>Data only</i>
	Income from Pre-Application Advice and PPAs (including LBCs)	<i>Data only</i>
Building Control		
	Number of Building Control Applications Received	<i>Data only</i>
	Building Control income	<i>Data only</i>
Environmental Health		

KPI	Description	Annual Target
	% of proactive inspections (including food, health and safety, animal welfare and licensed premises) completed within prescribed time	80%
	% of Environmental Health complaints (including noise, public health, food) responded on time	90%
	Number of fly-tipping enforcement actions	Data only
	Number of fly-tipping complaints received by service	Data only
	Income	Data only
	Number of Food Hygiene Training sessions run / number of participants	Data only
Planning Policy		
% of Local Development Scheme (LDS) milestones met	The LDS is the project plan for all development plan documents and sets out the key milestones	100%
Completion of SANG/Strategic Access Management and Monitoring (SAMM) returns	HCC act as 'banker' for monies paid by developers to Blackwater Park SANG and for the SAMM project (Strategic Access Management and Monitoring).	Quarterly returns to HCC submitted on time

KPI	Description	Annual Target
and payments to Hampshire County Council (HCC)	Each quarter it is necessary to transfer funds received to HCC along with information regarding the developments which the monies relate to, (numbers and sizes of dwellings etc.)	
Brownfield Register –	Statutory Duty to publish annually an update to the register of previously developed land that has been deemed as suitable for residential development	Publish by 31 <sup>st</sup> December each year
Authority Monitoring Report	Statutory duty to publish annually, reporting on matters including local plan policy formulation and implementation, duty to cooperate activity and Neighbourhood Plans.	Publish by 31 <sup>st</sup> December each year
Infrastructure Funding Statement	Statutory duty to publish annually, reporting on s106 and where relevant CIL monies secured, received, allocated and spent.	Publish by 31 <sup>st</sup> December each year
Housing Land Supply Position Statement	Identifies whether the Council has at least a 5 year supply of land for housing, which is a requirement of national planning policy.	Publish by end September each year

## **CABINET**

**DATE OF MEETING:** 1 APRIL 2021

**TITLE OF REPORT:** FUTURE ARRANGEMENTS FOR THE JOINT WASTE CLIENT TEAM AND INTER AUTHORITY AGREEMENT.

**Report of:** Head of Environment & Technical

**Cabinet Portfolio:** Environment

**Key Decision** Yes

**Confidentiality** Non Exempt

### **1 PURPOSE OF REPORT**

- 1.1 To seek approval to transfer the Administration Authority function for the Joint Waste Service and employment of the Joint Waste Client Team from Hart District Council to Basingstoke and Deane Borough Council.

### **2 OFFICER RECOMMENDATION**

That Cabinet:

- 2.1 Agrees to the transfer of the Joint Waste Client team, and to delegate authority to the Joint Chief Executive, in consultation with the Portfolio Holder for Environment, to seek any minor changes to the client team arrangements as necessary.
- 2.2 Authorises the Joint Chief Executive in consultation with the Portfolio Holder for Environment, to finalise and enter into an amended contract that transfers the Administrating Authority function for the Joint Waste Service from Hart District Council to Basingstoke and Deane Borough Council
- 2.3 Agrees to enter into an updated Inter Authority Agreement (IAA) and new Service Level Agreement (SLA) with Basingstoke and Deane Borough Council, substantially in the form attached at appendices A and B, and delegates to the Joint Chief Executive, in consultation with the Portfolio Holder for Environment, authority to finalise the terms and complete both agreements on behalf of the Council.

### **3 BACKGROUND**

- 3.1 Hart District Council (HDC) has been in a strategic partnership with Basingstoke and Deane Borough Council (BDBC) for the provision and delivery of waste collection and recycling services since October 2011.

- 3.2 Initially the contract for kerb-side collections was provided by Veolia, until following a competitive procurement process it was awarded to Serco who have operated the contract since October 2018.
- 3.3 When the Joint Waste Service was initially set up it was agreed that HDC would be the Administering Authority for the Joint Contract and that a Joint Waste Client Team (JWCT) would be set up to manage and monitor the contract and they would be employed by Hart.
- 3.4 Governance of the joint waste service is controlled through the precepts and principles held within an inter-authority agreement (IAA) between the respective Councils. This established a Joint Governance Group (JGG), which meets regularly and includes Portfolio Holders and Senior Officers at each authority, to consider and agree such matters as forward strategy, service improvements, contract performance and costs.
- 3.5 This approach has worked well for both parties up until recent times, providing a forum to raise concerns, highlight opportunities and resolve misunderstandings.

#### **4 CONSIDERATIONS**

- 4.1 During the final months of the Veolia contract and the mobilisation of the new contract with Serco, there were a range of service performance issues which impacted on residents. In particular the impact was most felt in Basingstoke, due in part to the larger number of properties in the BDBC area but also because they receive a greater number of collections per household, as their residual waste is collected weekly, rather than fortnightly as in Hart.
- 4.2 As a result of these concerns in the Spring of 2019 BDBC commissioned external consultants White Young Green (WYG) to consider the journey we had been on, and the management arrangements for the Joint Waste Service and make recommendations on improvements.
- 4.3 A copy of this report was shared with Hart District Council in September 2019 and a summary of this can be seen in appendix C. The report highlighted some learning points but in particular it noted that:
- 4.3.1 The team should not be held responsible for the poor performance of the contractor.
- 4.3.2 The team were under-resourced and that further skills around data management and integration with IT systems were required to improve systems, processes and workflows.
- 4.4 Whilst the report was not discussed in detail at a subsequent JGG meeting, in December 2019, HDC received formal notification from BDBC of their stated wish to take over management of the JWCT. The Cabinet at BDBC subsequently made a formal resolution on this issue on 10 March 2020, with Hart being provided with a copy of this in June 2020.

- 4.5 In the months that followed, there were regular discussions between the respective Councils with regard to this issue with a short cessation of discussions during the first wave of the Covid pandemic. During this time Hart obtained independent legal advice on BDBC's proposed transfer of the service and it was confirmed that this required that agreement of both parties.
- 4.6 In the summer of 2020, it was agreed (without making any commitment on which authority would be designated as the administering authority and employing authority for the JWCT) that HDC and BDBC would jointly commission WYG to consider and comment on a structure and operating model proposed by the JGG that would increase capacity whilst providing each authority with a level of autonomy that was being delivered on their behalf. The resulting structure proposed by WYG and approved by the JGG for consultation with the JWCT is shown at appendix D.
- 4.7 During this period, it must be noted that the team themselves were stretched beyond anything that could have been anticipated; over the summer the JWCT had to manage the cessation and re-establishment of the garden waste service across both councils and the imposition of alternative weekly collections in Basingstoke, with a return to normal service in late summer. The incredible commitment and professionalism of the team, during this time should be recognised.
- 4.8 At its meeting on 13 October 2020 having considered the structure proposed by WYG and each authority's costs for hosting the JWCT, the JGG agreed that the principle of transferring staff to BDBC should be investigated, subject to:
- agreement of financial matters
  - Cabinet agreement
  - Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) consultation
- 4.9 On 20 October, the Joint Chief Executive alongside the Head of Technical and Environmental Services and Unison representatives, met face to face (in a Covid Secure office) to informally consult the JWCT on the principle of transferring the team to Basingstoke.
- 4.10 There were two key themes that evolved from that meeting:
- 5.5.1 A genuine concern that the structure as proposed would provide insufficient resources to BDBC, that it lacked administrative support and for these reasons the team would not be effective and
- 5.5.2 Practical concerns around a transfer to Basingstoke and whether it would improve services.
- 4.11 Further to this, the JWCT put forward a counter proposal in November 2020. Having considered the costed counter proposal the JGG agreed (subject to agreement of a minor adjustment that the administration role would be created as a fixed term position) that this had much merit and that it would be adopted as the preferred solution. A copy of the final structure approved by the JGG for staff consultation is provided at appendix D.

- 4.12 The recommended structure provides an increase in resourcing within the overarching team specific to those areas identified as a concern by the WYG report, whilst retaining clearly identifiable resources for each Council and enabling a delineation between strategic and operational issues.
- 4.13 On 10 December senior officers from both HDC and BDBC met with the JWCT and briefed them on the JGG agreement to their counter proposal and the proposed timeline for transfer of the team to BDBC. A copy of the proposed timeline is attached at appendix F.
- 4.14 On 17 December Hart's Staffing Committee considered the proposal and agreed that TUPE consultation with the team could commence.
- 4.15 Staff consultation commenced on the 12 January when an initial meeting was held with the team to brief them on the consultation process. The team were asked to provide their initial responses to this consultation by 12 March so this feedback could be included within this report.
- 4.16 A summary of feedback provided by the JWCT to the consultation, together with a list of the posts which will be subject to TUPE transfer to BDBC is provided at confidential appendix G.

## **5 ALTERNATIVE OPTIONS CONSIDERED AND REJECTED**

- 5.1 The following options were considered but rejected during the JGG discussions:
1. For the role of administration authority and employment of the JWCT to retained by HDC.  
Reason Rejected: For the same service delivery, the service would cost more (due to overhead recharges being split over a smaller organisation).
  2. For each authority to employ its own client team.  
Reason Rejected: Contract with Serco is predicated on a JWCT and would not be compliant with the current contract. The contract could be amended but would give rise to a risk of duplication of activity, potential divergence of approaches and cost increases from Serco.

## **6 RELEVANCE TO THE CORPORATE PLAN AND/OR THE HART VISION 2040**

- 6.1 The recommendations of this report support delivery of the following priorities in the council's Corporate Plan:
- **Promote a clean environment** - Finalising and implementing a new joint waste contract.
  - **An Efficient and Effective Council** - Continuing to work closely with partners to deliver joint services.

## 7 SERVICE PLAN

Is the proposal identified in the Service Plan?	Yes
Is the proposal being funded from current budgets?	Yes
Have staffing resources already been identified and set aside for this proposal?	Yes

## 8 FINANCIAL AND RESOURCE IMPLICATIONS

8.1 A key 'red line' with regard to any potential transfer of the Joint Waste Client Team to Basingstoke, was that the residents of Hart should not be asked to pay for a change in service delivery that was not at their behest. As part of this, through the Joint Governance Group, it has been agreed that Basingstoke and Deane will pay up to £35K in project costs for the safe transition of the Joint Waste Client team. This will cover such expenses as;

- Specific HR support for the TUPE transfer consultation process
- Specific IT support for transfer of data
- Specific Legal advice on the TUPE transfer or resultant changes to the Inter Authority Agreement.
- Analysis of the TUPE transfer consultation outcomes and creation of a report to Cabinet

8.2 The budgeted cost to Hart District Council of the waste contract is provided in the tables below for 2020-21 and 2021-22. The proposed budget in the 2021-22 table includes two additional staff as recommended in the WYG report.

<b>2020-21</b>	£
Staff Costs Hart	185,201
Supplies and Services	11,128
Other costs	4,810
Hart Recharges	119,371
<b>Total Cost to Hart</b>	<b>£320,510</b>

<b>2021-22</b>	£
Staff Costs Hart	33,098
BDBC Recharges	311,900
Supplies and Services	12,000
Hart Recharges	119,371
Contribution to recharges*	(101,667)
<b>Total Cost to Hart</b>	<b>£374,702</b>

\* Contribution to recharges is time limited - £200K will be paid over the next three years with an additional £35K in 2021/22 to cover consultancy fees.

This represents an increase in costs for 2021-22 of £54,192.

- 8.3 The additional £54K for the Joint Waste Client Team is included in the Hart annual budget. The increase includes the provision of new posts in the proposed team structure as shown at appendix E.
- 8.4 Regardless of which authority hosts the team, one matter that was unanimously agreed by the JGG was that the existing team structure was under resourced and that additional posts would need to be created in the team. Whilst the salaries for these new posts have yet to be confirmed the estimated cost of funding these posts is included in the 21/22 budget. With regard to the existing posts it is anticipated that all current staff members will continue in their existing roles and hence their salary costs will remain unchanged.
- 8.5 Transfer of the JWCT to BDBC will require amendment of the existing IAA which it is proposed should be supported by a new SLA. External legal advice is currently being sought on both these documents but draft copies of the agreements is attached at appendices A and B. One of this reports recommendations is that the Joint Chief Executive, in consultation with the Portfolio Holder for Environment, is delegated authority to finalise the terms and complete both agreements.
- 8.6 Transfer of the role of administering authority from HDC to BDBC will require a novation (transfer) of the Joint Waste Contract. Subject to Cabinet approval, Serco will be informed of the required novation.

## **9 EQUALITIES**

- 9.1 An equalities impact assessment has been completed for the proposed transfer of the client team the outcome of which was that there would be no major change for the team and that there is no potential for discrimination or adverse impact. All opportunities to promote equality have been taken.

## **10 CLIMATE CHANGE IMPLICATIONS**

- 10.1 Delivery of an effective waste and recycling service and maximising the amount residual waste that residents recycle forms an important part of Harts climate change action plan. Whilst the transfer of the JWCT to BDBC will not increase the amount of recycling, the provision of two new posts within the team will allow the council to provide a more resilience for the team, and provide greater capacity for the delivery of recycling initiatives.

## **11 ACTION**

- 11.1 Approval of this reports recommendations will result in the following actions be taken:

- 1.The staff in the JWCT will be informed that Hart Cabinet have agreed to the transfer the team to BDBC, with a view to the transfer being completed at the earliest opportunity.
2. Serco will be informed of the required contract novation.
3. An updated inter authority agreement with BDBC will be finalised and signed.

4. Work will commence on recruitment to the two new posts in the new team structure.

**Contact Details: John Elson Head of Environment and Technical Services / john.elson@hart.gov.uk**

### Appendices

Ref.	Title of Appendix	Exemption Paragraph Number (if applicable) <i>If some/all of the information is confidential, you must indicate why it is not for publication by virtue of Part 1 of Schedule of the Local Government Act 1972 by ticking the relevant</i>						
		1	2	3	4	5	6	7
A	Draft Inter Authority Agreement.							
B	Draft Service Level Agreement							
C	Summary of White Young Green							
D	Current Structure and Original Proposed Structure created by Joint Governance Group							
E	Adopted Structure for TUPE Consultation (based on Joint Waste Client Team Counter Proposal)							
F	Project Plan for transfer of the team.							
G	A summary of feedback provided by the JWCT in response to the initial consultation and a list of the posts which will be subject to TUPE transfer to BDBC.	X	X					

### Background papers:

Title of any background paper(s)	Exemption Paragraph Number (if applicable) <i>If some/all of the information is confidential, you must indicate why it is not for publication by virtue of <a href="#">Part 1 of Schedule 12A of the Local Government Act 1972</a> by ticking the relevant box.</i>						
	1	2	3	4	5	6	7
Future Management of Joint Waste Client Team – Staffing Implications – Staffing Committee Report - 17 December 2020.							
Waste & Recycling Services: Review of Management Structure Waste & Recycling Services: Review of Management Structure – WHITE YOUNG GREEN REPORT - August 2019.							



Basingstoke  
and Deane



working together

**DATED**

**2021**

**BASINGSTOKE AND DEANE BOROUGH COUNCIL (1)**

and

**HART DISTRICT COUNCIL (2)**

**INTER-AUTHORITY AGREEMENT**

relating to the Provision of Household  
Waste Collection and Recycling Services

Fiona Thomsen, Solicitor  
Head of Law & Governance and Monitoring Officer  
Shared Legal Services  
Basingstoke & Deane Borough Council and Hart District Council  
Civic Offices  
London Road  
Basingstoke  
Hampshire  
RG21 4AH

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## INTER-AUTHORITY AGREEMENT

**DATE** 2021

### **PARTIES**

- (1) **BASINGSTOKE AND DEANE BOROUGH COUNCIL** of Civic Offices, London Road, Basingstoke, Hampshire, RG21 4AH ("**BASINGSTOKE**"); and
- (2) **HART DISTRICT COUNCIL** of Civic Offices, Harlington Way, Fleet, Hampshire, GU51 4AE ("**HART**")

### **IT IS AGREED AS FOLLOWS:**

#### **RECITALS:**

- (A) BASINGSTOKE and HART (the 'Parties') are the waste collection authorities for their respective administrative area under section 30(3) of the Environmental Protection Act 1990.
- (B) The Parties entered into an Inter-Authority Agreement dated 15<sup>th</sup> February 2012 (the 'Previous Inter-Authority Agreement') for the purpose of providing joint arrangements for the management of an economic, efficient and effective joint household waste and recycling collection service.
- (C) The Parties have decided to continue their joint arrangements and, following a procurement process carried out in pursuance of contract notice 2017/S 017-027595 published on 25<sup>th</sup> January 2017 in the Official Journal of the European Union, have entered into the Collection Contract for the provision of a joint household waste and recycling service.
- (D) The Parties have further agreed:
  - (i) to provide an interest free finance facility to the Collection Contractor, via the Vehicle Loan Agreement, to cover its cost of purchasing new vehicles (to be used exclusively to operate the Services) prior to the Commencement Date. The proportions in which the Parties provided such finance are set out in **Schedule 2**;
  - (ii) to enter into this Agreement for the purpose of regulating their respective rights and obligations to each other as a consequence of the joint arrangements for the management of a joint household waste and recycling service; and
  - (iii) that BASINGSTOKE will replace HART as the Administering Authority for the purposes of this Agreement, the Principal Contracts and the Vehicle Loan Agreement.

- (E) HART has agreed to delegate to BASINGSTOKE its statutory functions in relation to the collection and recycling of waste.
- (F) The Joint Governance Group [and Partnership Board] shall oversee the strategic performance of this Agreement.

## I. DEFINITIONS AND INTERPRETATION

I.1 In this Agreement unless the context otherwise requires:

<b>"Administering Authority"</b>	means Basingstoke and Deane Borough Council;
<b>"Agreement"</b>	means this agreement (including its schedules);
<b>"Annual Budget"</b>	means the annual budget of the Joint Waste Client Team for a Financial Year, as set out in <b>Schedule 5</b> , as approved or amended by the Parties for each year in accordance with <b>clause 12</b> and <b>Schedule 5</b> ;
<b>"Business Day"</b>	means a day (other than a Saturday, Sunday or Bank Holiday) on which banks are open for domestic business in the City of London;
<b>"CEDR"</b>	means the Centre for Effective Dispute Resolution;
<b>"Chief Executive"</b>	means the Chief Executive or Joint Chief Executive or the head of paid service of either of the Parties;
<b>"Collection Contract"</b>	means the contract for the provision of household waste and recycling services for the local authority areas of Basingstoke & Deane and Hart in the County of Hampshire dated 26 <sup>th</sup> April 2018 between Hart (1) and the Collection Contractor (2), as novated by the Novation Agreement dated [date] 2021 between Hart (1); the Collection Contractor (2); and Basingstoke (3)
<b>"Collection Contractor"</b>	means Serco Limited (or such other contractor as may be appointed under the terms of the Collection Contract from time to time);
<b>"Commencement Date"</b>	means the date of this Agreement;
<b>"Confidential Information"</b>	means all know how and other information whether commercial, financial, technical or otherwise relating to the operations, affairs or methods of both or either party which is contained in or discernible in any form

	whatsoever (including without limitation software, data, drawings, film, document, and computer readable material) whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure;
<b>“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures”</b>	have the meaning assigned to them in the Data Protection Legislation;
<b>“Data Protection Legislation”</b>	means UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;.
<b>“Domestic Law”</b>	means the law of the United Kingdom or a part of the United Kingdom;
<b>"EIR"</b>	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations;
<b>"EPA 1990"</b>	means the Environmental Protection Act 1990;
<b>"Financial Year"</b>	means a calendar year commencing on 1st April in any year;
<b>"FOI Act"</b>	means the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such Act;

<b>“[Relevant Senior Officer]”</b>	means [title of senior Basingstoke officer] – <i>role currently performed by Hart’s Head of Technical Services &amp; Environmental Maintenance;</i>
<b>"Joint Waste Client Team" or "JWCT"</b>	means the group of officers employed by the Administering Authority appointed from time to time pursuant to <b>clause 8;</b>
<b>“Joint Governance Group” or “JGG”</b>	means the group formed in accordance with and having the roles and responsibilities set out in <b>clause 9;</b>
<b>“Law”</b>	the laws of England and Wales and (where applicable) the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Parties must comply;
<b>"LGA 1972"</b>	means the Local Government Act 1972;
<b>"Material Change"</b>	means a change proposed to this Agreement which either of the Parties (acting reasonably) considers to be a material change to the nature or operation of the rights and obligations of the Parties (including a change which has a material impact on the scope or the cost of the services provided under the Principal Contracts) and which it considers must be subject to approval by elected members of the Parties;
<b>“Materials Recovery Facility” (MRF)</b>	means the Materials Recovery Facility at Alton that separates all the dry mixed recyclables (newspapers, magazines, plastic bottles, tins and cans) that are collected from the kerbside, and which also provides specialist sorting processes to segregate the materials before they are baled up and sent to private companies for recycling.
<b>"Monitoring Officer"</b>	means the Monitoring Officer of the Administering Authority;
<b>"Parties"</b>	means together BASINGSTOKE and HART;
<b>“Payment Date”</b>	means the date upon which HART is required to make a payment to the Administering Authority in accordance with <b>clause 12.3</b> and <b>Schedule 5;</b>
<b>“Performance Board”</b>	means ...[details to be added]?
<b>“Previous Collection Contract”</b>	means the contract for the provision of household waste and recycling services covering the period 3 <sup>rd</sup> October 2011 to 30 <sup>th</sup> September 2018

	(as amended) entered into by the Administering Authority on behalf of the Parties and Veolia Environmental Services (UK) Plc;
<b>"Principal Contracts"</b>	means the Collection Contract and any contracts replacing such contracts and such other contracts as the Administering Authority may administer from time to time on behalf of the Parties;
<b>"Prohibited Act"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) offering, giving or agreeing to give to any servant of the Parties any gift or consideration of any kind as an inducement or reward: <ul style="list-style-type: none"> <li>(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or the Principal Contracts; or</li> <li>(ii) for showing or not showing favour or disfavour to any person in relation to this Agreement or the Principal Contracts;</li> </ul> </li> <li>(b) entering into this Agreement or any other contract with either of the Parties or other public body relating to this Agreement in connection with which commission has been paid or has been agreed to be paid by either of the Parties or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the other party;</li> <li>(c) committing any offence relating to this Agreement or the Principal Contracts: <ul style="list-style-type: none"> <li>(i) under the LGA 1972;</li> <li>(ii) under the Bribery Act 2010;</li> <li>(iii) under legislation creating offences in respect of fraudulent acts; or</li> <li>(iv) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with HART; or</li> </ul> </li> </ul>

	(d) defrauding or attempting to defraud or conspiring to defraud the Parties in relation to this Agreement or the Principal Contracts;
<b>“Quarter Months”</b>	means the months of March, June, September and December;
<b>"Review Report"</b>	means a report of a review referred to in <b>clause 17.3</b> ;
<b>“Scrutiny Arrangements”</b>	means the arrangements set out in the constitutions of BASINGSTOKE and HART governing the roles and responsibilities of their respective Overview and Scrutiny Committees;
<b>“Service Credit”</b>	means the sums attributable to a Service Failure as specified in <b>Schedule 3, Part 3</b> , of the Collection Contract;
<b>“Service Failure</b>	means a failure by the Collection Contractor to provide services in accordance with the terms and conditions of the Collection Contract;
<b>“Service Level Agreement”</b>	means the service level agreement set out at <b>Schedule 1</b> (as amended by the Parties from time to time)
<b>"TUPE"</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time;
<b>“UK Data Protection Legislation”</b>	Means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
<b>"VAT"</b>	means value added tax;
<b>“Vehicle Loan Agreement”</b>	means the Vehicle Loan Agreement dated 10th October 2018 made between HART and the Collection Contractor, a copy of which is annexed at <b>Schedule 4</b> ;
<b>[“Waste &amp; Recycling Manager”]</b>	[currently Hart’s Waste & Recycling Manager responsible for managing the Joint Waste Client Team];

## 1.2 Interpretation

1.2.1 In this Agreement (unless the context requires otherwise):

- (a) references to clauses and schedules are to the clauses and schedules of this Agreement. Any reference to a sub-clause is to the relevant sub-clause of the clause in which it appears;
- (b) the table of contents and headings are not part of this Agreement and are not to be taken into account in the interpretation of this Agreement;
- (c) the use of the masculine gender alone includes the feminine and neuter genders and the singular includes the plural and vice versa;
- (d) references to legislation (including subsidiary legislation), determinations, and directions include all amendments, replacements, or re-enactments thereof and all regulations, determinations, directions and statutory guidance made or given under them save that the treatment under this Agreement of any such amendment or modification that imposes any new or extended obligation or liability adversely affecting the parties or any of them shall be determined by the Joint Governance Group, provided that where either of the Parties (acting reasonably) considers such amendment or modification would result in a Material Change, the amendment or modification shall require the approval of that party;
- (e) any reference to a requirement for "consent" or "approval" shall be taken to be the prior written consent or approval of the relevant person or body;
- (f) the terms "including" and "in particular" are illustrative only and are not intended and shall not limit the meaning of the relevant words that precede them;
- (g) the term "persons" means individuals, companies, industrial and provident societies, limited liability partnerships, statutory bodies, or other bodies with a legal personality and includes H.M. Government, government departments, and the European Union and its constituent parts; and
- (h) the Schedules to this Agreement are to have effect as if set out in full in the body of this Agreement and references to this Agreement include the Schedules.

1.2.2 The principles set out in this **clause** 1.2 shall be borne in mind and applied so far as appropriate in the interpretation of this Agreement and in the resolution of any disputes under this Agreement.

## 2. POWERS AND DELEGATION

2.1 The Parties have entered into this Agreement pursuant to the provisions of sections 101, 102 and 113 of the Local Government Act 1972 and sections 9EA and 9EB of the Local Government Act 2000, together with Section 1 of the Localism Act 2011, the supporting provisions within section 111 of the Local Government Act 1972 and all other relevant enabling powers.

- 2.2 The Parties recognise that nothing in this Agreement shall prejudice or prevent them carrying out their individual statutory duties and responsibilities as waste collection authorities or restrict the decisions to be made with regard to such duties and responsibilities.

### **3. COMMENCEMENT AND DURATION**

- 3.1 This Agreement and the rights and obligations of the Parties under this Agreement shall take effect on the Commencement Date.
- 3.2 The Agreement shall terminate on the earlier of:
- 3.2.1 the termination or expiry of the Principal Contracts (subject to the option of the Parties to extend the Collection Contract in accordance with **clause 4.1 of Schedule 9**);
  - 3.2.2 a notice of termination being served in accordance with **clause 28.2.4 (c)**; or
  - 3.2.2 the agreement of both Parties in writing at any time.
- 3.3 This Agreement is intended to supersede and replace the Previous Inter-Authority Agreement and shall, save to the extent the Parties have undischarged obligations in relation to the Previous Inter-Authority Agreement (in which case they will continue to assist and co-operate with each other as appropriate in order to discharge such obligations), cease to have effect and the rights and obligations under this Agreement shall be deemed to take effect from the Commencement Date.

### **4. GUIDING PRINCIPLES AND OBJECTIVES**

- 4.1 The Parties will work together in a spirit of partnering in connection with their dealings with each other in respect of the subject matter of this Agreement so that wherever possible the activities of one complement and enhance the activities of the other for the benefit of all residents, businesses and visitors to their respective administrative areas.
- 4.2 The Parties recognise the importance of consultation and liaison on issues concerning waste services to include, without limitation, planning and (where possible) harmonising the implementation of future proposals for the management and collection of waste and in particular the reduction, reuse, recycling, composting and recovery of waste.
- 4.3 The Parties agree to commit themselves to the principle of consultation with each other and, where appropriate, with the community, on any issue which the Parties agree to be significant and which will impact upon those receiving waste related services within their respective administrative areas.
- 4.4 For the purposes of this Agreement, the spirit of partnering referred to in clause 4.1 above means that the Parties:

- 4.4.1 work in good faith with each other in pursuit of overall benefits to the community, resolve problems together rather than taking an adversarial stance, act reasonably and in so far as is reasonably possible share information that could reasonably be expected to impact upon this Agreement or the other party;
- 4.4.2 take all reasonable steps (without incurring excessive expenditure) to mitigate any losses arising from a Parties' actions under this Agreement;
- 4.4.3 provide information to each other that will (or could) impact upon the obligations, rights and liabilities of either Party to this Agreement or to the Collection Contractor;
- 4.4.4 will not take a decision independently of the other Party which could have a detrimental and financial implication for one or both of the Parties without first providing relevant information in accordance with **clause 4.4.3**
- 4.4.5 work together to ameliorate any "detrimental impact" on the Collection Contract arising from their activities (and the term detrimental impact shall include the application of any relief or remedy available to the Collection Contractor);
- 4.4.6 work together to achieve statutory targets and as far as is reasonable or practicable work to ameliorate the detrimental impact on the Parties and the public in the event that one of the Parties fails to carry out its obligations under this Agreement;
- 4.4.7 use reasonable endeavours working with the other party to minimise waste and to increase the amount recycled, composted and recovered from wastes collected in line with UK Government targets, Legislation and in particular the Landfill Directive (1999/31/EC);
- 4.4.8 work together to:
- 4.4.8.1 continue to promote and raise awareness of waste issues and to give people the knowledge and resources to take action at school, at work and in the community through waste related education, awareness raising and behavioural change programmes where possible;
  - 4.4.8.2 make the strategic planning and development of each of the Parties' waste services as transparent as possible to each other and to the public as a whole;
  - 4.4.8.3 research, develop and implement detailed proposals to achieve the purposes referred to in **clause 4.4.6** above and this **clause 4.4.8**;

4.4.8.4 explore other appropriate partnering opportunities with both the private and public sectors in the pursuit of the aims and objectives of this Agreement.

4.5 The Parties will discuss and agree ways in which they may respond to local needs, achieve value for money and, in particular, efficiencies and economies of scale through this partnering arrangement including where appropriate by sharing resources that achieve the best 'whole service cost' for tax payers with cost being defined as both financial and environmental.

4.6 The Parties acknowledge that any decisions made pursuant to this Agreement are subject to appropriate delegations and the decision making procedures of each Party. Any decisions are not intended to fetter the constitution of either of the Parties.

## 5. **VEHICLE LOAN AGREEMENT**

In respect of the Vehicle Loan Agreement, whereby the parties agreed to provide interest free finance to the Collection Contractor to cover its cost of purchasing new vehicles (to be used exclusively to operate the Services) prior to the Commencement Date, the Parties wish to record that they provided such monies in the proportions set out in **Schedule 4, Part 2**.

## 6. **ADMINISTERING AUTHORITY**

6.1 The Parties agree that BASINGSTOKE shall replace HART as the Administering Authority for the purposes of this Agreement.

6.2 The Administering Authority shall:

6.2.1 arrange for the Joint Waste Client Team to discharge its roles, functions and responsibilities as set out in the Service Level Agreement;

6.2.2 manage HART's share of the Annual Budget calculated in accordance with the principles set out in **Schedule 6 (Budget and Cost Sharing Agreement)**;

6.2.3 make the payments due under the Collection Contract;

6.2.3 ensure that the terms and conditions of the Vehicle Loan Agreement are complied with at all times, including the repayment by the Collection Contractor of all monies due thereunder and apportionment of such repayments between the Parties in accordance with **Schedule 4, Part 2**;

6.2.5 arrange for the Monitoring Officer to promptly and diligently notify the monitoring officer of HART should it appear to him at any time that any proposal decision or omission of the Administering Authority constitutes or may give rise to a contravention of any enactment or rule of law or maladministration under Part III of the Local Government Act 1974;

6.2.6 provide or arrange promptly and diligently such legal advice, via the shared service arrangements between the Parties for the provision of legal

services, as may be required in connection with any aspect of this Agreement from time to time;

- 6.2.7 provide or arrange promptly and diligently such human resources advice, health & safety, staff well-being and any other related services as may be required in connection with any aspect of this Agreement from time to time;
  - 6.2.8 provide or arrange promptly and diligently such additional administrative services, resources and office facilities that may be reasonably necessary to discharge the duties and obligations of the Administering Authority and/or the Joint Waste Client Team under the provisions of this Agreement;
  - 6.2.9 where agreed, to hold any capital assets in respect of the Principal Contracts and the Joint Waste Client Team on behalf of the Parties;
  - 6.2.10 to carry out any functions delegated to it by HART; and
  - 6.2.11 instigate and defend legal proceedings on behalf of the Parties (subject to obtaining the prior written consent of HART and itself as appropriate).
- 6.3 Following the transfer of staff of the Joint Waste Client Team pursuant to **Schedule 8**, the Administering Authority shall be responsible for the appointment, employment and management of all staff of the Joint Waste Client Team and for the payment of the salaries, wages, income tax, national insurance contributions, and all other payments and emoluments of such staff provided that such payments shall not, without the approval of HART exceed the amount specified within the Annual Budget for such expenditure.
- 6.4 The Administering Authority shall provide such administrative services, resources and arrange or provide such office facilities that may be reasonably necessary to enable the Joint Waste Client Team to carry out its functions and activities.
- 6.6 The Administering Authority shall not assign in whole or part or delegate or sub-contract any of its responsibilities under this Agreement to any other authority, company, persons or individuals without the prior written consent of HART.

## **7. HART'S RESPONSIBILITIES**

- 7.1 HART acknowledges the role and responsibilities of the Administering Authority and its obligations to share in good faith the costs of the Administering Authority in accordance with this Agreement.
- 7.2 Any provision in HART's constitution, standing orders and scheme of delegation which requires that an action can only be taken with the consent of the relevant officer of HART shall, except where such a construction is abhorrent, contrary to law or otherwise contrary to the requirements of HART, be taken and construed as a reference to the consent of the [Relevant Senior Officer - currently Hart's Head of Technical Services and Environmental Maintenance].

- 7.3 HART acknowledges and agrees that it shall promptly pay any money properly due in accordance with this Agreement (including but not limited to its contribution to the Annual Budget) to the Administering Authority.
- 7.4 Where HART (acting in good faith) disputes all or any part of any sum due the undisputed amount of such sum shall be paid to the Administering Authority in accordance with **clause 12** and the principles set out in **Schedule 6** (Budget and Cost Sharing Agreement) and the provisions of **clause 28** shall apply in respect of the disputed amount.
- 7.5 Following resolution of the dispute in question any amount agreed or determined to have been payable shall be paid forthwith to the Administering Authority together with any additional amount calculated in accordance with **clause 12.6**.
- 7.6 HART shall use all reasonable endeavours to make any decisions or ratify any decisions of the Administering Authority as required by this Agreement as soon as reasonably practicable.
- 7.7 HART shall consider any proposed amendments to the Annual Budget in good faith and act reasonably in considering whether or not to approve any proposed amendments.
- 8. JOINT WASTE CLIENT TEAM**
- 8.1 The Administering Authority shall maintain the Joint Waste Client Team in accordance with the organisational structure set out in **Schedule 2**, save that the Parties agree and acknowledge that the structure may, from time to time, be subject to review and amendment in accordance with **clause 8.5**.
- 8.2 The parties agree that the provisions of **Schedule 8** shall apply to any Relevant Transfer of staff under this Agreement.
- 8.3 The Administering Authority shall, following a Relevant Transfer of Hart Transferring Staff be the employer of the staff who work in the Joint Waste Client Team.
- 8.4 The Administering Authority shall determine the staff training, development and continuing professional development needs of the Joint Waste Client Team through annual Performance Development Reviews and One to One Meetings held regularly.
- 8.5 Any recruitment to Joint Waste Client Team shall be in accordance with the Administering Authority's normal staff recruitment policies.
- 8.6 The Administering Authority shall be entitled to change the structure of the Joint Waste Client Team subject to prior consultation with HART. Where any such change results in any savings or increase in costs, the Annual Budget shall be adjusted in accordance with **Schedule 6** (Budget and Cost Sharing Agreement).
- 8.7 The Joint Waste Client team shall carry out its roles, functions and responsibilities as set out in the Service Level Agreement.

## 9. JOINT GOVERNANCE GROUP

**[does provision also need to be made for role of Performance Board?]**

- 9.1 The Joint Governance Group, which is responsible for overseeing the strategic performance of this Agreement, shall comprise the following persons:
- (a) relevant Portfolio Holder (or their nominated deputy) from each of the Parties;
  - (b) corporate director (for BASINGSTOKE) or joint chief executive (for HART) or their nominated deputy;
  - (c) [Relevant Senior Officer];
  - (d) [Waste & Recycling Manager]; and
  - (e) other invited officers as may be required.
- 9.2 The JGG shall meet as and when required and the Parties shall share (in accordance with the principles set out in **Schedule 6 (Budget and Cost Sharing Agreement)**) any administrative costs and arrangements required for the JGG.
- 9.3 The Parties agree that the JGG shall have the following roles and responsibilities:
- 9.3.1 to ensure that the legal duties and statutory functions of HART delegated to the Administering Authority in accordance with this Agreement are being discharged effectively in accordance with relevant legislation and with due economy, efficiency and effectiveness;
  - 9.3.2 monitoring the performance of the Joint Waste Client Team in accordance with the Service Level Agreement;
  - 9.3.3 to review and comment on the performance monitoring reports submitted by the Joint Waste Client Team and make recommendations for any actions it deems necessary (acting reasonably) in accordance with Principal Contracts;
  - 9.3.4 to review the Annual Budget prepared by the Administering Authority and where relevant make recommendations for any changes it deems necessary (acting reasonably) before submission to HART for approval;
  - 9.3.5 to review the Health & Safety reports from the contractor as well as the Joint Waste Client Team and take responsibility for the management of this area.
  - 9.3.6 to consider such other reports submitted by the Joint Waste Client Team, including the Services risk register, regarding the performance of the Principal Contracts;
  - 9.3.7 to consider any other information provided in accordance with **clause 9.3.6** which may have a detrimental and financial implication for one or both of the Parties and, as far as possible, agree and recommend action(s) to the relevant internal decisions-maker of the Party concerned; and

- 9.3.8 to review the effectiveness of the JGG in:
- (a) helping the Parties to meet its statutory and local targets; and
  - (b) achieving efficiency savings on behalf of the Parties,
- following which it shall report and, where appropriate, make recommendations to the Parties on the effectiveness of the JGG and any changes or amendments necessary to improve the effectiveness of the JGG.

9.3.9 act in dispute resolution in accordance with **clause 29.1**;

9.3.10 review and set a standard agenda for all meetings including the following:

- (a) Client Team Monthly Report;
- (b) Budget position;
- (c) Contract Update:
  - (i) Current work
  - (ii) Any issues or problems
  - (iii) Defaults
  - (iv) Innovation
  - (v) IT development
- (d) Health & Safety
- (e) Complaints

9.4 Where the Parties decide to continue with the joint arrangements set out in this Agreement the JGG shall:

9.4.1 consider, review and give direction on any process for the re-tendering of the Collection Contract, which shall include (but not exclusively) such matters as:

- (a) exploring opportunities and benefits that might be delivered by extending the current joint working arrangements to include other local authorities;
- (b) exploring alternative opportunities for procurement of the waste service, including in house provision, and joint venture;
- (c) reviewing current service provision across both councils and identify opportunities for service improvement;
- (d) considering the value of extending the waste contract to incorporate other service areas, i.e. Streets/Grounds, Bulky and Clinical Waste;

- (e) reviewing the results of any re-tendering process and to make appropriate recommendations to each Parties' cabinet for the award (or otherwise) of a contract to the preferred tenderer.

9.4.2 consider and recommend terms and conditions to their respective councils for extending this Agreement or entering into a replacement Agreement, as appropriate, for the purpose of regulating the rights and obligations of the Parties relating to the future management arrangements for the joint household waste and recycling service (and any additional service areas) following completion of a re-tendering process of the existing Collection Contract.

9.5 The JGG may prepare, and amend from time to time, such terms of reference as it deems appropriate to record its administrative arrangements and to facilitate the performance of its roles and responsibilities set out in this **clause 9**.

## **10. SCRUTINY ARRANGEMENTS**

10.1 The decisions, actions and activities of the Administering Authority shall be subject to the Scrutiny Arrangements of each of the Parties.

10.2 The Administering Authority and the Joint Waste Client Team and its officers shall fully co-operate with the Scrutiny Committees of each of the Parties and shall ensure that any reports to be considered by a Scrutiny Committee are prepared and submitted to the most appropriate meeting, and in a timely fashion, in order not to cause any undue delays to the planned work of the Administering Authority.

10.3 Any decision of the Administering Authority called in for Scrutiny before it is implemented shall not be implemented until the Scrutiny procedures of either the Parties whose membership has called in the decision has been completed.

10.4 A call in of such a decision can only be made if the decision concerned affects either of the Parties whose membership wishes to call in the decision.

## **11. ANNUAL BUDGET**

11.1 HART acknowledges the requirements of **Schedule 6** (Budget and Cost Sharing Agreement) in respect of the preparation and agreement of the Annual Budget.

11.2 HART shall provide such reasonable assistance as is necessary to the Administering Authority to assist in preparing the Annual Budget.

## **12. PAYMENTS BY THE HART**

### **12.1 HART shall:**

12.1.1 contribute to the Annual Budget in accordance with the principles set out in **Schedule 6** (Budget and Cost Sharing Agreement); and

12.1.2 pay an appropriate proportion of all sums that become payable by the Administering Authority to the Collection Contractor in accordance the Collection Contract, such payments to be calculated and made in accordance with the principles set out in **Schedule 6** (Budget and Cost Sharing Agreement).

12.3 The amount of HART's annual contribution towards the costs arising out of its obligations under this Agreement in any Financial Year shall be such amounts as shall be specified for HART in the schedule of payments attached to the Annual Budget for that Financial Year.

12.4 HART shall pay to the Administering Authority monthly instalments each equal to one twelfth of the sums payable by it in accordance with this **clause 12** and **Schedule 6** (Budget and Cost Sharing Agreement), such payment to be made within 5 working days of receipt of a statement detailing the sums due.

12.5 The sums payable in accordance with **clause 12.3** shall be reconciled and adjusted, as necessary, at the end of each Quarter Month to take account of any additions or variations to the actual costs incurred under the Collection Contract or otherwise. HART shall pay to the Administering Authority any additional sums that become due as a consequence of such reconciliation and adjustment, such payment to be made in the calendar month following completion of the reconciliation and adjustment and in accordance with this **clause 12** and **Schedule 6** (Budget and Cost Sharing Agreement).

12.6 Where HART (acting in good faith) disputes all or any part of any sum due the undisputed amount of such sum shall be paid to the Administering Authority forthwith and the provisions of **clause 29** shall apply in respect of the disputed amount.

12.7 Following resolution of the dispute in question any amount agreed or determined to have been payable shall be paid forthwith to the Administering Authority together with the reasonable costs and compensation for any losses incurred by the Administering Authority calculated in accordance with **clause 12.8**.

12.8 In the event of HART failing to make a payment under **clauses 12.4** and **12.5** on the relevant Payment Date, the Administering Authority may, in respect of any losses incurred relating to the outstanding instalments, require HART to pay interest on any amount not paid on the Payment Date from that date to the date of payment at a rate equal to two (2) % above the Bank of England base rate.

- 12.9 Before the start of each Financial Year, the Administering Authority shall issue to HART an annual payment and invoicing schedule for the forthcoming Financial Year, identifying the twelve monthly payments due on the Payment Date.
- 12.10 The Administering Authority and HART agree to keep under review the structure of the payment of contributions under this Agreement to minimise any adverse VAT implications for HART.

### **13. ACCOUNTS, AUDIT AND REPORTING**

- 13.1 The Administering Authority shall maintain accounts relating to all financial matters and payments arising under this Agreement for in accordance with the requirements of the Local Authorities (Accounts and Audit) Regulations 2015 and the Audit Commission Act 1998 and with the requirements of relevant central government departments, H.M. Revenue and Customs and all other applicable requirements.
- 13.2 The Administering Authority shall procure that such accounts shall be audited annually by a properly appointed external auditor.
- 13.3 The Administering Authority shall ensure that all financial statements are submitted to the Joint Governance Group for approval and copies shall be provided to the section 151 officer of HART by no later than 30<sup>th</sup> April in each Financial Year in respect of the un-audited accounts and by no later than 30<sup>th</sup> June in each Financial Year in respect of the audited accounts.
- 13.4 The Administering Authority shall provide sufficient financial information to the section 151 officer of HART to enable HART to report on the financial status of the joint working arrangements against the relevant Annual Budget.

### **14. ARRANGEMENTS FOR INSURANCE, INDEMNITIES AND CONDUCT OF CLAIMS**

#### **Indemnities**

- 14.1 Excluding any liabilities in respect of the Collection Contract (which shall be subject to **clause 15.5**) insofar as the Administering Authority shall perform its obligations and functions as Administering Authority in accordance with the provisions of this Agreement, HART hereby agrees to be bound by and comply with any or all outcomes of the exercise of such obligations and functions and HART hereby undertakes to pay to the Administering Authority its appropriate share of any additional costs, contributions to claims or liabilities which may arise as a result of the performance by the Administering Authority of its obligations under this Agreement in accordance with the principles set out in **Schedule 6** (Budget and Cost Sharing Agreement).
- 14.2 HART shall indemnify the Administering Authority from and against any damages or awards (including legal expenses on an indemnity basis) paid by it to their employees or their personal representatives or to third parties in settlement of any

claims arising from a breach by HART of this Agreement, negligence of HART or its employees or agents acting in the course of their employment, damage to real and personal property or injury to persons including injury resulting in death.

- 14.3 Neither of the Parties shall be responsible or obliged to indemnify the other for:
- 14.3.1 any liability which arises as a direct result of either of the Parties acting on the instructions of the other Party claiming under any indemnity in this Agreement (to the extent that the party is entitled to give such instructions); or
  - 14.3.2 any injury, loss, damage, cost and expense caused by the negligence, wilful misconduct or a breach of this Agreement by one of the Parties claiming under any indemnity in this Agreement or an agent, contractor or employee of that party.
- 14.4 Neither of the Parties shall be liable in tort to the other for any negligent act or omission of that other party relating to this Agreement and the only remedy of such other party is under this Agreement. The Parties shall use reasonable endeavours to procure that no agent, contractor or employee of it brings a claim in tort or otherwise against either of them.
- 14.5 Any indemnity under this **clause** 14 shall be without prejudice to any indemnity by the Parties under any other provision of this Agreement.
- 14.6 None of the indemnities under this Agreement shall apply, and there shall be no right to claim damages for breach of this Agreement whatsoever to the extent that any loss claimed is for loss of profits, loss of use, loss of production, loss of business or loss of business opportunity or is a claim for consequential or for indirect loss of any nature allegedly suffered by the Parties.

## **Insurance**

- 14.7 The Administering Authority shall take out and maintain the following insurances in respect of the employees, premises (except the Springwell Lane Depot, which shall be insured by HART) and equipment allocated to the Joint Waste Client Team:
- 14.7.1 public liability insurance;
  - 14.7.2 employees liability insurance;
  - 14.7.3 buildings and/or contents insurance; and
  - 14.7.4 any other insurances required by law or agreed by the Joint Governance Group to be appropriate.
- 14.8 In relation to the insurances referred to in **clause** 14.7:
- 14.8.1 HART shall neither take any action or fail to take any action nor allow anything to occur which would entitle an insurer to refuse a claim under any of the insurance policies or which may render such a claim wholly or partially repayable; and

- 14.8.2 the Administering Authority shall provide on request to HART copies of insurance policies referred to in this **clause 14.8** and evidence of the payment of the premiums and that the insurances are in full force and effect at all material times.
- 14.9 HART shall assist the Administering Authority in respect of the insurance requirements and obligations in this Agreement.

### **Conduct of claims**

- 14.10 This **clause 14.10** shall apply to the conduct, by either the Parties from either of whom an indemnity is sought under this Agreement, of claims made by a third person against either of the Parties having (or claiming to have) the benefit of the indemnity. The party having, or claiming to have, the benefit of the indemnity is referred to as the "**Beneficiary**" and the party giving the indemnity is referred to as the "**Indemnifier**". Accordingly:
- 14.10.1 if the Beneficiary receives any notice, demand, letter or other document concerning any claim for which it appears that the Beneficiary is, or may become entitled to, indemnification under this Agreement, the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable having regard to any timescale imposed by a notice, demand, letter or any other form of document received by the Beneficiary;
- 14.10.2 subject to **clauses 14.10.3, 14.10.4 and 14.10.5** below, on the giving of a notice by the Beneficiary pursuant to **clause 14.10.1** above, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of at least half of the liability arising out of the claim, the Indemnifier shall (subject to providing the Beneficiary with an indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action (over and above those which the Beneficiary would otherwise have borne if the Indemnifier had no entitlement to conduct the relevant claim) be entitled to dispute the claim in the name of the Beneficiary at the Indemnifier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations. The Beneficiary shall give the Indemnifier all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- 14.10.3 with respect to any claim conducted by the Indemnifier pursuant to **clause 14.10.2** above:
- (a) the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the claim;
  - (b) the Indemnifier shall not bring the name of the Beneficiary into disrepute; and
  - (c) the Indemnifier shall not pay or settle such claims without the prior consent of the Beneficiary, such consent not to be unreasonably withheld or delayed;

- 14.10.4 the Beneficiary shall be free to pay or settle any claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Agreement if:
- (a) the Indemnifier is not entitled to take conduct of the claim in accordance with **clause 14.10.2** above; or
  - (b) the Indemnifier fails to notify the Beneficiary of its intention to take conduct of the relevant claim within 20 Business Days of the notice from the Beneficiary under **clause 14.10.2** above or notifies the Beneficiary that it does not intend to take conduct of the claim; or
  - (c) the Indemnifier fails to comply in any material respect with the provisions of **clause 14.10.3** above;
- 14.10.5 the Beneficiary shall be free at any time to give notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which **clause 14.10.2** above applies. On receipt of such notice the Indemnifier shall promptly take all steps necessary to transfer the conduct of such claim to the Beneficiary, and shall provide to the Beneficiary all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim. If the Beneficiary gives any notice pursuant to this **clause 14.10.5** then the Indemnifier shall be released from any liability under its indemnity under **clause 14** (as the case may be) and, without prejudice to any accrued liabilities, any liability under its indemnity given pursuant to **clause 14.10.2** in respect of such claim;
- 14.10.6 if the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:
- (a) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out of pocket costs and expenses properly incurred by the Beneficiary in recovering the same; and
  - (b) the amount paid to the Beneficiary by the Indemnifier in respect of the claim under the relevant indemnity; and
- 14.10.7 any body taking any of the steps contemplated by **clauses 14.10.2** to **14.10.5** shall comply with the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement.

## 15. COLLECTION CONTRACT

- 15.1 The Parties accept the terms of and agree to be bound by the Collection Contract.
- 15.2 HART agrees that the provisions of this **clause 15** and **Schedule 9** (Collection Contract) shall apply in respect of the administration of the Collection Contract.
- 15.3 The Administering Authority shall (acting as a reasonable local authority) administer the Collection Contract in accordance with its terms.
- 15.4 The Administering Authority shall indemnify HART in respect of any claims, losses or liabilities incurred by HART as a result of the Administering Authority:
- 15.5.1 wilfully breaching the terms of the Collection Contract;
  - 15.5.2 negligently administering the Collection Contract; and/or
  - 15.5.3 failing to act as a reasonable local authority in administering the Collection Contract;
- 15.5 HART hereby undertakes to pay to the Administering Authority its appropriate share of any additional costs, contributions to claims or liabilities which may arise as a result of the performance by the Administering Authority of its obligations under the Collection Contract in accordance with **clause 12** and the principles set out in **Schedule 6** (Budget and Cost Sharing Agreement).
- 15.6 The Parties agree that any decision taken by the Joint Governance Group which puts the Administering Authority in breach of the Collection Contract shall not be implemented and that in the event that any costs or losses are incurred by the Administering Authority (arising from any decision of the Joint Governance Group which puts the Administering Authority in breach of the Collection Contract) each of the Parties shall bear an appropriate share of such any additional costs or losses.
- 15.7 Switch to Alternate Weekly Collection
- 15.7.1 The Parties recognise and acknowledge that BASINGSTOKE may, at some stage during the term of the Collection Contract, wish to switch to fortnightly, rather than weekly, collection of all residual household across the BASINGSTOKE district ("Alternate Weekly Collection") (to align the collection frequency to that carried out across the HART district) or the Parties may require to otherwise vary the frequency of such collection across both or either of their districts.
  - 15.7.2 In the event that BASINGSTOKE requires to switch to Alternate Weekly Collection, the provisions of **Schedule 3** shall apply.
  - 15.7.3 In the event of the Parties requiring to otherwise vary the frequency of any collection services provided under the Collection Contract, the provisions of **clause 16** shall be followed.

## 15.8 Optional Services

15.8.1 Where a Party wishes to introduce any of the optional services listed below (**Optional Services**) (which were specified in the Invitation to Tender, but not included in the scope of services to be provided under the Collection Contract from the Commencement Date), the Party concerned shall follow the procedure set out in **Schedule 9**, paragraph 2:

- (a) Textiles in Basingstoke and Deane
- (b) Glass moving to four Weekly – Hart DC and Basingstoke and Deane BC
- (c) Glass Kerbside moving to Bring Banks/sites – Hart DC and Basingstoke and Deane BC
- (d) Bulky Waste – Hart DC and Basingstoke and Deane BC
- (e) Healthcare (Clinical) Waste– Hart DC and Basingstoke and Deane BC

## 16 **CHANGES**

16.1 Where a Party wishes to propose a change to this Agreement, other than a change to the Collection Contract (which shall be dealt with in accordance with **Schedule 9**, paragraph 2), it shall arrange for the proposed terms of the change to be discussed at a meeting of the Joint Governance Group.

16.2 The Party seeking a change shall provide a report setting out:

- 16.2.1 the terms of the proposed change;
- 16.2.2 its likely impact on the requesting Party;
- 16.2.3 the likely impact on the other Party;
- 16.2.4 the likely cost of the change and/or savings resulting from the change;
- 16.2.5 how the proposed change should be implemented; and
- 16.2.6 any other relevant implications.

16.3 The Relevant Senior Officer shall arrange for the terms of all proposed changes to be considered at a meeting of the Joint Governance Group as soon as practical.

16.4 The Relevant Senior Officer shall provide a report setting out the terms of the proposed change and its likely impact on the Parties, the likely cost implications of the change and/or any savings resulting from it, how it would be implemented along with any other relevant implications of the change.

16.5 Any change that only has impact for the Party requesting the change and has no impact on the other Party is likely to be agreed and implemented with effect from a mutually acceptable date.

16.6 The Joint Governance Group shall determine whether or not any other change shall be accepted. The Relevant Senior Officer shall effect the change if approved by the Joint Governance Group, or, if the change is not agreed then the Relevant Senior Officer shall notify the Parties that such change was not approved.

## 17. REVIEW OF AGREEMENT

17.1 The Parties shall review this Agreement, including the structure and functions of the Joint Waste Client Team, 12 months after the Commencement Date and every two (2) years thereafter (the total number of such reviews being subject to whether the Parties extend the Collection Contract in accordance with **Schedule 9**, paragraph 4).

17.2 The Joint Governance Group shall determine the terms of reference of the review and the person or persons (which may include members of the Joint Governance Group or one or more of the Chief Executives) by whom it is to be conducted and the timescale for its completion.

17.3 On production of the Review Report copies thereof shall be supplied to the Joint Governance Group and the Parties for them to comment thereon in accordance with such reasonable timescale as the Joint Governance Group shall decide.

17.4 On receipt of comments from the Parties within the timescale referred to in **clause 17.3** (or any extension thereof agreed by or on behalf of the Joint Governance Group), the Joint Governance Group shall meet to consider the content and recommendations of the Review Report in the light of the comments received from the Parties and determine the amendments (if any) it recommends should be made to this Agreement or to the operation of the Joint Governance Group and report to the Parties with its recommendations.

17.5 Where the Joint Governance Group proposes any amendments in accordance with **clause 17.4** above, it shall forthwith notify the Chief Executive of each of the Parties of such proposal. The Parties shall have an initial period of 25 Business Days from receipt of the proposal in which to consider it and where either/both of the Parties (acting reasonably) considers the proposed amendment is a Material Change. Such initial period shall exclude any subsequent period that may be required to obtain a formal member approval.

17.6 Where neither of the Parties considers the proposal to be a Material Change (in accordance with **clause 17.5**), any proposed amendment shall be implemented as soon as is practical. Provided that where the proposed amendment involves a variation to this Agreement it shall require the written approval of both Parties in accordance with **clause 27**.

17.7 Where either of the Parties considers the proposed amendment is a Material Change under **clause 17.5**, and has notified the other party of its view in writing, such proposed amendment shall not be implemented unless and until the party which has given the notice has approved the proposed amendment.

## 18. CONFIDENTIALITY

### Confidentiality

- 18.1 Without prejudice to **clause** 18.2 and subject to **clauses** 18.4 to 18.8, the Parties shall during the currency of this Agreement and at all times following termination keep private and confidential and shall not use or disclose (whether for its own benefit or that of any third party) save as provided by this Agreement any confidential information about the business of or belonging to the Parties or any party to the Principal Contracts or other contract entered into which has come to its attention as a result of or in connection with this Agreement provided always that this obligation shall not relate to any such information which:
- 18.1.1 comes into the public domain or is subsequently disclosed to the public (other than through default on the part of the Parties or any other person to whom the Parties are permitted to disclose such information under this Agreement); or
  - 18.1.2 is required to be disclosed by law (including, but not limited to, any request of or inquiry by the Information Commissioner); or
  - 18.1.3 was already in the possession of the Parties (without restrictions as to its use) on the date of receipt.
- 18.2 The Parties shall be entitled to use or disclose any confidential information about the content or operation of this Agreement insofar as this is reasonably necessary for the discharge of its functions.
- 18.3 The Parties acknowledge that the other party may be obliged to disclose information relating to this Agreement pursuant to a request for such information made by a third party under the FOI Act or the EIR as the case may be (a "**Request**").
- 18.4 Where either of the Parties (the "**Requesting Party**") receives a Request in relation to information in the other party's possession, the Requesting Party shall notify the other party (the "**Receiving Party**") in writing of the Request and the Receiving Party shall provide that Requesting Party at no charge (save where a payment can be recovered from the person submitting the Request, in which case a charge may be imposed not exceeding the amount of such payment recovered) with any information which is in the Receiving Party's possession and such other assistance as the Requesting Party may reasonably require which is needed from the Receiving Party to enable it to respond to the Request.
- 18.5 Where a Requesting Party requires information from a Receiving Party as envisaged by **clause** 18.4, the Requesting Party shall notify the Receiving Party in writing as soon as possible, after receiving the Request, of the information and/or assistance required, the form in which it should be provided and the date by which it is needed. The Receiving Party shall provide the information to the Requesting Party in accordance with the Requesting Party's notice. The Receiving Party shall notify the Requesting Party forthwith if it does not hold the requested information.

- 18.6 The Parties shall not disclose any information relating to this Agreement or the Principal Contracts that they consider in their unfettered discretion, is exempt as described in Part II of the FOI Act or Part II of the EIR (as the case may be).
- 18.7 A Receiving Party shall not respond directly to any Request notified to it pursuant to **clause 18.4** unless expressly authorised to do so by the Requesting Partner.
- 18.8 A Requesting Party shall notify the Receiving Party as soon as practicable but in any event within five Business Days of receiving the Request.
- 18.9 The Parties shall inform the other party in writing as soon as reasonably practicable (and in any event within five Business Days) whenever it receives a Request relating to this Agreement setting out:
- 18.9.1 the nature of the Request;
  - 18.9.2 where possible, the identity of the person making the Request;
  - 18.9.3 what information relating to this Agreement is covered by the Request;
  - 18.9.4 whether and to what extent either of the Parties intends to disclose the information requested (including the intention to disclose any information relating to this Agreement); and
  - 18.9.5 a reasonable timescale in which either of the Parties may make any representations to the party receiving the Request.
- 18.10 Notwithstanding the provisions of this **clause 18** any other term of this Agreement, HART hereby gives his consent for the Administering Authority to publish the Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the contract, to the general public.
- 18.11 Subject to **clause 15.6**, the Parties shall not be responsible to the other party for any loss, damage, harm or detriment howsoever caused, arising from or in connection with the disclosure of any information in respect of any Request.

### **Announcements**

- 18.12 Subject to the terms of this Agreement, the Parties shall not make any public statement or issue any press release or publish any other public document relating to, connected with or arising out of this Agreement or the matters contained therein without obtaining the other Party's prior approval as to the contents thereof and the manner of its presentation and publication.
- 18.13 The provisions of this **clause 18** shall survive termination or expiry of this Agreement.

## 19. DATA PROTECTION

- 19.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This **clause 19** is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 19.2 In relation to Personal Data, both Parties shall at all times comply with the Data Protection Legislation as a data controller if necessary. **Schedule 10** sets out the scope, nature and purpose of processing by the Parties, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 19.3 The Parties shall only undertake processing of Personal Data reasonably required in connection with this Agreement and shall not transfer any Personal Data to any country or territory outside the EEA.
- 19.4 Without prejudice to the generality of clause 19.1, the Parties will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the other Party for the duration and purposes of this Agreement.
- 19.5 Without prejudice to the generality of clause 19.1, the Parties shall, in relation to any Personal Data processed in connection with the performance of their obligations under this Agreement:
- (a) process that Personal Data only on the documented written instructions of the other Party, unless required by Domestic Law to otherwise process that Personal Data. Where a Party is relying on Domestic Law as the basis for processing Personal Data, that Party shall promptly notify the other Party of this before performing the processing required by Domestic Law unless the Domestic Law prohibits such notification;
  - (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation) to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 the technical and organisational measures adopted by it);
  - (d) notify the other Party immediately if it receives:
    - (i) a request from a Data Subject to have access to that person's Personal Data;
    - (ii) a request to rectify, block or erase any Personal Data;

- (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (e) assist the other Party in responding to any request from a Data Subject and in ensuring compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other Party without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement;
- (g) at the written direction of the other Party, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the agreement unless required by Law to store the Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 19 and allow for audits by the other Party or the Party's designated auditor and immediately inform the Customer if, in the opinion of that Party, an instruction infringes the Data Protection Legislation.

19.6 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

#### 19.7 **Indemnity**

The Parties shall indemnify and keep indemnified the other party against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by them in respect of any breach of this **clause 19** by any act or omission of that party.

### 20. **EQUAL OPPORTUNITIES**

20.1 The Parties shall adopt a policy to comply with its statutory obligations under the Race Relations Act 1976 (as amended), the Sex Discrimination Act 1975 (as amended), the Disability Discrimination Act 1995 (as amended), the Equality Act 2006, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Sex Discrimination) Regulations 2005, the Employment Equality (Age) Regulations 2006, Equality Act 2010 ('Equality Act') and Codes of Practice issued in pursuant of the Equality Act or any other relevant legislation relating to discrimination in the employment of employees and accordingly will not unlawfully treat one group of people less favourably than others because of their colour, race, disability, sex, sexual orientation, nationality, ethnic origin or age in relation to decisions to recruit, train, promote, discipline or dismiss its personnel.

- 20.2 In the event of any finding of unlawful discrimination being made against the Administering Authority or a contractor of the Administering Authority in respect of any matter relating to this Agreement by any court or industrial tribunal, or of any adverse finding in any formal investigation by the Commission for Equality and Human Rights the Administering Authority shall inform HART of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 20.3 The Administering Authority shall, on request, provide HART with details of any steps taken under **clause 20.2**.
- 20.4 The Administering Authority shall set out its policy on the prevention of unlawful discrimination:
- 20.4.1 in instructions to those concerned with recruitment, training and promotion;
  - 20.4.2 in documents available to its personnel, recognised trade unions or other representative groups of its personnel; and
  - 19.4.3 in recruitment advertisements and other literature.
- 20.5 The Administering Authority shall provide such information as HART may reasonably request for the purpose of assessing the compliance of the Administering Authority with this **clause 20**.
- 20.6 The Administering Authority shall procure that any contractors or sub-contractors (including the contractors and sub-contractors under the Principal Contracts) providing services to HART comply with the obligations set out in **clauses 20.1 and 20.3 to 20.4 (inclusive)**.

## **21. LOCAL COMMISSIONER**

- 21.1 Where any investigation by the Commission for Local Administration in England takes place the Parties shall:
- 21.1.1 provide any information requested in the timescale allotted;
  - 21.1.2 attend any meetings as required and permit their personnel so to attend;
  - 21.1.3 promptly allow access to and investigation of any documents deemed to be relevant;
  - 21.1.4 allow themselves and any employee deemed to be relevant to be interviewed;
  - 21.1.5 allow themselves and any employee to appear as witnesses in any ensuing proceedings; and
  - 21.1.6 co-operate fully and promptly in every way required by the Commission during the course of that investigation.

## **22. WAIVER AND SEVERABILITY**

### **22.1 Waiver**

22.1.1 No term or provision of this Agreement shall be considered as waived by the Parties unless a written waiver is given by that authority.

22.1.2 No waiver under **clause 22.1.1** shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Agreement unless (and then only to the extent) expressly stated in that waiver.

### **22.2 Severability**

If any term, condition or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this Agreement.

## **23. NO PARTNERSHIP**

23.1 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.

23.2 Neither of the Parties shall hold itself out as the agent of the other party or to have any authority to bind the other party except to the extent that this Agreement expressly provides otherwise.

## **24. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

## **25. ENTIRE AGREEMENT**

Except where expressly provided in this Agreement, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement.

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

26.1 Nothing in this Agreement is to require the parties to act in any way that is inconsistent with its obligations or duties as a local authority.

26.2 The Parties undertake (subject to **clause 26.1**) to do all things and execute all further documents that may reasonably be required by either of them to give effect to this Agreement.

## 27. VARIATIONS

Subject to the express provisions of this Agreement, no variation of this Agreement will be valid or effective unless agreed unanimously by the Parties and recorded in writing.

## 28. CORRUPTION

### 28.1 Corrupt gifts and fraud

The Parties warrant that in entering into this Agreement they have not committed any Prohibited Act.

### 28.2 Termination for corrupt gifts and fraud

28.2.1 If either of the Parties (or anyone employed by or acting on behalf of either of them) or any of their agents commits any Prohibited Act, then either Party shall be entitled to act in accordance with the provisions of this **clause 28**.

28.2.2 Upon discovering that a Prohibited Act has occurred the relevant party may serve notice on the other party of the Prohibited Act that has occurred (a “**Notice of a Prohibited Act**”), such notice to specify the nature of the Prohibited Act and the employee or agent who they believe has committed the Prohibited Act.

28.2.3 Upon receipt of a Notice of a Prohibited Act the party subject to the Prohibited Act shall have 3 months to take such steps and actions as are reasonable and are agreed by the Joint Governance Group taking account of the nature of the Prohibited Act which may include suspending the relevant employee and taking action under the relevant party’s disciplinary procedure.

28.2.4 Where either of the Parties fails to take action in accordance with **clause 28.2.2** the other party may:

- (a) require the Party who the Notice of Prohibited Act was served to remove from performance of this Agreement the employee or agent who committed the Prohibited Act;
- (b) take such other action or steps as are reasonable taking into account the nature of the Prohibited Act and its effect on this Agreement and the Principal Contracts; or
- (c) terminate this Agreement on serving [3] months written notice to other Party, in which case the provisions of **Schedule 7** shall apply.

## 29. DISPUTE RESOLUTION

29.1 Any dispute arising from the interpretation and operation of this Agreement shall in the first instance be referred to the Joint Governance Group, which shall, acting in good faith, attempt to resolve such dispute.

29.2 Where either the Joint Governance Group is unable to resolve such dispute, or where in the opinion of the Joint Governance Group such dispute might be more effectively resolved in another forum, the Joint Governance Group may refer such dispute to the following bodies/forums (listed in order of referral) until such dispute is resolved:

28.2.1 a meeting of the Chief Executives and/or leaders of the Parties; then

28.2.2 a mediator appointed by the Parties in accordance with **clause 29.3**; then

28.2.3 an arbitrator appointed by the Parties in accordance with **clause 29.4**.

### 29.3 Mediation

29.3.1 A referral of a dispute to mediation shall be in accordance with the CEDR Model Mediation Procedure.

29.3.2 If the Parties cannot agree on a mediator, they shall appoint a mediator nominated by CEDR.

29.3.3 The Parties shall use their reasonable endeavours to conclude the mediation within 40 Business Days of referral of the dispute to mediation.

29.3.4 The Parties shall each bear their own costs incurred in relation to any mediation.

### 29.4 Arbitration

29.4.1 If the dispute is not resolved in accordance with **clause 29.3** within 40 Business Days of referral of the dispute to mediation, either of the Parties may (by service of a written notice on the other party within 10 Business Days of expiry of the period for mediation) refer the dispute to an arbitrator who shall be of not less than 10 years standing or qualification.

29.4.2 If the parties cannot agree on an arbitrator within 15 Business Days of service of the written notice referred to in **clause 29.4.1** above, they shall appoint an arbitrator nominated by the President for the time being of the Chartered Institute of Arbitrators.

29.4.3 Any reference to arbitration in accordance with this **clause 29.4** shall be conducted in accordance with the Rules of the London Court of International Arbitration and the arbitration shall be held at a venue agreed by the arbitrator.

29.4.4 The arbitrator's decision shall be final and binding on the parties.

29.4.5 The costs of the arbitration shall be paid as directed by the arbitrator.

### **30. GOVERNING LAW AND ENFORCEMENT**

This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to **clause 29**, the English courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agreement.

### **31. NOTICES**

#### **31.1 Form and service of notices**

All notices under this Agreement shall be in writing and all certificates, notices or written instructions to be given under the terms of this Agreement shall be served by sending the same by first class post, facsimile or by hand, or leaving the same at:

**Basingstoke and Deane Borough Council**

Civic Offices, London Road,  
Basingstoke, Hampshire, RG21 4AH

**Hart District Council**

Civic Offices, Harlington Way,  
Fleet, Hampshire, GU51 4AE

#### **31.2 Provision of information to representatives**

Where any information or documentation is to be provided or submitted to a Parties representative, it shall be provided or submitted by sending the same by first class post, facsimile or by hand, or leaving the same at the addresses set out in **clause 30.1** marked for the attention of the relevant Parties representative.

#### **31.3 Change of details**

The Parties shall notify any change of its nominated address or facsimile number by prior notice to the other party.

#### **31.4 Notices by post**

Notices given by post shall be effective upon the earlier of actual receipt and five Business Days after mailing. Notices delivered by hand shall be effective upon delivery. Notices given by facsimile shall be deemed to have been received where there is confirmation of uninterrupted transmission by a transmission report and there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile has not been received in legible form:

31.4.1 within two hours after sending, if sent on a Business Day between the hours of 9 a.m. and 4 p.m.; or

31.4.2 by 11 a.m. on the next following Business Day, if sent after 4 p.m. on a Business Day but before 9 a.m. on that next following Business Day.

**32. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

**IN WITNESS** whereof this Agreement has been duly executed as a deed and has been delivered on the date that appears at the front of this Agreement.

The Common Seal of )  
**BASINGSTOKE AND DEANE** )  
**BOROUGH COUNCIL** )  
was hereunto affixed and this document )  
thereby executed as a deed in the )  
presence of: )

Authorised Signatory

The Common Seal of )  
**HART DISTRICT COUNCIL** )  
was hereunto affixed in the presence of: )

Authorised Signatory

**SCHEDULE I**

**Service Level Agreement**

**[to be inserted]**

DRAFT

**SCHEDULE 2**

**Joint Waste Client Team**

**(Structure)**

**[to be inserted]**

DRAFT

## SCHEDULE 3

### Switch to Alternate Weekly Collection

1. Where, in accordance with clause 15.6 of this Agreement and clause 5 of the Collection Contract, BASINGSTOKE requires Alternate Weekly Collection of household residual waste to be provided across the BASINGSTOKE district (to align the collection frequency to that carried out across the Hart district) the procedure set out below shall be followed.
2. The Administering Authority shall issue a Change Control Notice in accordance with Part 2 of Schedule 9 (Change Protocol) of the Collection Contract no later than nine months prior to the required date for implementation of Alternate Weekly Collection.
3. The Contractor will review the Change Control Notice and, within 15 Business Days, provide the Administering Authority with details of whether the implementation of Alternate Weekly Collection will require:
  - 3.3.1 the execution of any deed of amendment to this Contract by the Parties, and the Contractor's anticipated costs in respect of the same (to include any costs related to the disposal and/or acquisition of refuse collection vehicles);
  - 3.3.2 any other details of likely third party costs of the Contractor in implementing Alternate Weekly Collection;
  - 3.3.3 the disposal and /or acquisition of any waste collection vehicles, together with associated costs.

Any costs related to implementing Alternative Weekly Collections shall be determined by reference to the Indicative Financial Model set out at Annex B to Schedule 9 (Change Protocol) of the Collection Contract.
4. The Administering Authority will, within 10 Business Days of receipt of the Contractor's response pursuant to paragraph 2, provide a written report to the [Joint Governance Group] [corporate director of BASINGSTOKE] setting out full details of all costs associated with implementing Alternate Weekly Collection and any other service delivery implications.
5. Following consideration by [Joint Governance Group] [corporate director of BASINGSTOKE] of the written report provided pursuant to paragraph 4, [Joint Governance Group] [corporate director of BASINGSTOKE] may make such recommendations as it considers appropriate and the BASINGSTOKE shall then, at its discretion and pursuant to clause 4.6, seek such further internal decisions as are deemed appropriate prior to making any final decision on whether to proceed with implementation of Alternate Weekly Collection.

**SCHEDULE 4**

**Part I**

**Vehicle Loan Agreement**

**[to be inserted]**

DRAFT

**Part I**

**Basingstoke and Hart Contributions**

**[to be inserted]**

DRAFT

**SCHEDULE 5**

**Annual Budget**

**(Joint Waste Client Team)**

DRAFT

## SCHEDULE 6

### Budget & Cost Sharing Agreement

#### 1. Cost Sharing Principles

1.1 These cost sharing principles are intended to ensure that the costs of the Parties and the relevant services administered by the Administering Authority on behalf of the Parties are shared on a fair and equitable basis.

1.2 The general approach adopted is to identify each cost element and to apportion it in the most logical and transparent way possible, being mindful of the need to avoid any one of the Parties subsidising another.

#### 2. Collection Contract

2.1 The Collection Contract is a joint contract for the provision of household waste and recycling services for the local authority areas of Basingstoke and Deane and Hart.

2.2 The Collection Contractor has provided a completed pricing schedule for the Collection Contract and the split of costs has been agreed between BASINGSTOKE and HART [in appendix xx]. These figures will be used to recharge the contract costs to HART on a regular basis ideally monthly but to be agreed. The Serco submitted pricing schedule [will be split as detailed in appendix xx which] shows the cost attributable to each Party and which BASINGSTOKE should recover from HART.

2.3 The Collection Contractor (Serco) will issue a single VAT invoice to the Administering Authority in respect of services delivered in HART only. The Administering Authority will recover 100% of this sum from HART.

2.4 The Administering Authority shall be responsible for ensuring the accuracy of the invoices paid to the Collection Contractor.

#### 3. Joint Waste Client Team

3.1 The Administering Authority is responsible for paying all costs (the Annual Budget) associated with performance of the client role activities.

3.2 The initial division of costs of the Annual Budget between the Parties shall be:

3.2.1 **BASINGSTOKE** - xx%; and

3.2.2 **HART** - xx%

such proportions being subject to review and amendment by the Parties at any time in accordance with **clause 16**.

This is based on xx% of the Head of Service's total time being allocated to this Agreement, the cost of all managerial roles (Waste and Recycling Manager and

others as detailed) being shared equally between the Parties and the costs associated with the waste and recycling officer roles being apportioned on property numbers as the Collection Contract is based (xx% HART and xx% to the Administering Authority), albeit that this resource will be used flexibly as required to ensure proper performance of this Agreement.

These costs are based on current property numbers and should be reviewed annually to ensure the correct split is maintained. Any change must be agreed and approved by the Joint Governance Group.

#### **4. Forecast of Annual Budget and Collection Contract Costs**

- 4.1 In each Financial Year the Administering Authority, and by no later than 31<sup>st</sup> October, shall provide HART with the projected Annual Budget and forecast costs for the Collection Contract for the following Financial Year in order that HART may include such sums in its annual budget process for approval.
- 4.2 The Annual Budget shall be a forecast of the costs and income, reflecting the actual costs and income of the previous Financial Year and forecast changes in the costs of the Joint Waste Client Team and the Administering Authority.
- 4.3 The forecast of costs for the Collection Contract shall take account of the price review mechanisms in the Collection Contract.
- 4.4 The Annual Budget and forecast setting process shall take account of any savings targets set by the Joint Governance Group in consultation with the Partner Authorities. In each Financial Year the Joint Governance Group shall be required to assess the Annual Budget forecast of costs for the Collection Contract and performance to drive out inefficiencies. The section 151 officers from each of the Parties shall meet with the Joint Governance Group annually to consider any proposals for savings targets and to share relevant financial information.
- 4.5 The Administering Authority shall follow normal local government conventions and shall ensure that the Annual Budget setting process is transparent and open to scrutiny by the Parties.

#### **5. Payment to Administering Authority**

- 5.1 The Administering Authority will request 12 equal monthly payments (including VAT where appropriate) from HART no later than the 5<sup>th</sup> of each month starting on 8th October 2018. The payments will, as necessary and by agreement of the Parties, be adjusted at the end of each Quarter Month to reflect the actual costs incurred.
- 5.2 The Administering Authority will notify HART of any amounts owed (creditors) by the Hart or owed to HART (debtors) at the end of each financial year (by second week in April). The relevant amounts will be shown in the balance sheets of each Party.

## **6. Service Credits**

Any Service Credits payable by the Collection Contractor to the Administering Authority pursuant to clause 20 and Schedule 3 of the Collection contract shall be apportioned to the Party in whose district the related Service Failure occurred, or if a Service failure relates to the Collection Contract as a whole then the Service Credit will be apportioned based on the actual authority area the credit is for.

## **7. Recycling Credits, Glass Income Share and Materials Recovery Facility (MRF) Recycling Income**

- 7.1 The Administering Authority will on HART's behalf make claims on a quarterly basis for recycling credits from Hampshire County Council in accordance with the procedures.
- 7.2 Details of all claims submitted to Hampshire County Council will be passed to HART's accountants for their records.
- 7.3 Hampshire County Council will make payments directly to the Administering Authority .
- 7.4 The Administering Authority will advise HART on all projected income for the glass income share and MRF recycling income on a monthly basis based on information received from HCC.

## SCHEDULE 7

### Exit Arrangements

#### PART I

##### I. INTRODUCTION

I.1 In the event of the termination of this Agreement in accordance with **clause 3.2**, this **Schedule 7** describes the duties and responsibilities of the Parties in order to ensure the smooth transition of provision of the Services by BASINGSTOKE to HART and/or Replacement Provider (Exit Arrangements).

I.2 Definitions used in this **Schedule 7** shall be the same as those set out in the Agreement, with the following additional definitions:

**"Administering Authority Obligations"**

means the obligations of BASINGSTOKE under this Agreement which for the avoidance of doubt shall include the Collection Contract Obligations;

**"Collection Contract Obligations"**

means the obligations of the Administering Authority as party to the Principal Contracts;

**"Exit Assistance"**

means the provision of advice, training, assistance, information, data (and format thereof) and actions as are reasonably requested by the Replacement Administering Authority to effect a smooth transfer (and continued operation) of any of the Administering Authority Obligations from the control and provision of the Outgoing Administering Authority to HART and/or Replacement Provider;

**"Exit Plan"**

means the agreed plan for the transfer and transition arrangements, setting out the timetable and scope of required activities as set out in this **Schedule 7**, for transferring all or part of the Administering Authority Obligations from the control and provision by BASINGSTOKE to the control and provision of HART and/or Replacement Provider;

## **PART 2**

### **2. EXIT PLANNING**

#### **2.1 Date for provision of Exit Plan**

- 2.1.1 BASINGSTOKE shall provide Hart with a draft Exit Plan by the [third] anniversary of the Commencement Date or no later than 20 Business Days from the date of the Parties becoming aware that this Agreement will terminate as a consequence of the operation of clause 3.2.
- 2.1.2 The draft Exit Plan shall specify in detail how and when (having regard to the timescales set out in this **Schedule 7**) Basingstoke will fulfil all the obligations of this **Schedule 7** and any other obligations relating to exit in the Collection Contract.
- 2.1.3 HART shall provide to BASINGSTOKE its reasonable comments on the draft Exit Plan within 20 Business Days of BASINGSTOKE's receipt of the draft Exit Plan. BASINGSTOKE shall incorporate HART's comments and suggestions and shall issue a revised version of the Exit Plan within 10 Business Days of receipt of HART's reasonable comments and suggestions.
- 2.1.4 The Exit Plan shall not be effective until approved by HART and the Joint Governance Group.
- 2.1.5 The Parties shall review and update the Exit Plan in consultation with the Joint Governance Group as appropriate up to and including the date of termination of this Agreement.

#### **2.2 Exit Management Roles**

- 2.2.1 Each Party shall appoint a suitable individual to manage the exit process (an "**Exit Manager**").

## **PART 3**

### **3. EXIT ARRANGEMENTS**

#### **3.1 Exit Assistance**

- 3.1.1 The obligation to provide the Exit Assistance and fulfil all the obligations of this **Schedule 3** from the relevant date is independent of and not contingent upon the Parties having an agreed form of Exit Plan in place. Where there is an agreed Exit Plan in place, Basingstoke shall provide to HART and to the Joint Governance Group weekly reports of progress against the Exit Plan and of any problems, anticipated problems and delays and of any appropriate actions to be taken by BASINGSTOKE in response.
- 3.1.3 At HART's request, BASINGSTOKE shall continue to provide the Exit Assistance and continue with the implementation of the Exit Plan for a period of up to [three] months from the date of termination of this Agreement.

#### **3.2 Variation and/or Novation of the Collection Contract and any Third Party Contracts**

- 3.2.1 Where this Agreement is terminated pursuant to clause 3.2.2, the Collection Contract shall need to be either varied and/or novated, with respect to those parts of the services which the Parties wish the Collection Contractor to continue to provide in respect of their administrative areas, or else will need to be determined in accordance with the provisions of the Collection Contract.
- 3.2.2 BASINGSTOKE shall be required to use reasonable endeavours to vary and/or novate the Collection Contract in accordance with the agreement reached by HART.
- 3.2.3 In the event that HART wishes to continue to have services provided by the Collection Contractor following a variation and/or novation of the Collection Contract, it may be necessary to continue other third party contracts held by BASINGSTOKE, in which case these will also need to be varied and/or novated to HART.
- 3.2.4 Where a third party consent is required to any variation and/or novation, BASINGSTOKE shall use reasonable endeavours to procure such variation and/or novation to HART and do all other things reasonably necessary to obtain such third party consents.
- 3.2.5 Where a third party consents to the variation and/or novation of a third party contract, HART shall pay any fees charged by the third party in association with such variation and/or novation.
- 3.2.6 BASINGSTOKE shall provide HART and/or Replacement Provider with an up-to-date list of existing and/or threatened disputes relating to the

obligations under the Collection Contract, and use its best endeavours to resolve such disputes. Where the dispute affects the interests of HART, BASINGSTOKE shall not settle the dispute or accept any liability without consulting the Joint Governance Group and without the prior consent of HART, such consent not to be unreasonably withheld or delayed.

### 3.3 **Software**

BASINGSTOKE shall use all reasonable endeavours to procure the right or a licence to use any software required to carry out services substantially similar to the Services performed by BASINGSTOKE under this Agreement at no cost.

### 3.4 **Intellectual property rights**

3.4.1 BASINGSTOKE shall at the reasonable request of Hart promptly execute such documents and take or desist from such action as HART may reasonably require in order to assure to Hart the full benefit of any intellectual property created by BASINGSTOKE pertaining to HART's and/or Replacement Provider's future provision performance of services substantially similar to the Services performed by BASINGSTOKE under this Agreement and to confirm HART's title thereto.

3.4.2 To the extent that it is permitted to do so, BASINGSTOKE shall grant to HART a licence to use any third party intellectual property rights used in the performance of the Services and necessary for the provision of future services by HART and/or Replacement Provider. To the extent that BASINGSTOKE is not permitted to grant licences to HART of any third party intellectual property rights, it shall use its reasonable endeavours to assist HART and/or Replacement Provider to procure the necessary rights direct from the relevant third party(ies).

### 3.5 **Transfer of Joint Waste Client Team Staff**

In the event that any staff comprising the Joint Waste Client Team will transfer to HART following the termination of this Agreement, the Parties agree that the provisions of **Schedule 8** (TUPE) paragraphs 6 and 7 shall apply.

### 3.6 **Apportionment of Costs**

Any costs, expenses, losses or liabilities of any nature which arise as a consequence of the termination of this Agreement shall be borne in such proportion as shall be agreed by the Parties and in the absence of such agreement the matter shall be determined in accordance with the provisions of paragraph 3.10 of this Schedule.

### 3.7 **Dispute Resolution**

In the event of the Parties failing to reach agreement on any part of the above Exit arrangements it shall be determined in accordance with **clause 28** (Dispute Resolution).

## SCHEDULE 8

### TUPE

#### I. Definitions

In this Schedule, the following definitions shall apply:

**Acquired Rights Directive:** the Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11 pm on 31 January 2020.

**Employee Liabilities:** all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**Employment Regulations:** the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;

**Replacement Services:** any services which are the same as or substantially similar to the Services following the expiry or termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;

**Replacement Provider:** any third party service provider of Replacement Services appointed by the Authority from time to time (or where HART is providing Replacement Services for its own account);

**Relevant Transfer:** a transfer of employment to which the Employment Regulations apply;

**Relevant Transfer Date:** in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

**Services;** the services provided by Basingstoke in accordance with the terms and conditions of this Agreement, including the Service Level Agreement;

**Service Transfer:** any transfer of the Services (or any part of the Services), for whatever reason, from Basingstoke to a Replacement Provider;

**Service Transfer Date:** the date of a Service Transfer;

**Staffing Information:** in relation to all persons identified on Basingstoke's Provisional Staff List or Basingstoke's Final Staff List, as the case may be, such information as HART may reasonably request (subject to all applicable provisions of the Data Protection Legislation ), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;

- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

**Basingstoke's Final Staff List:** a list provided by Basingstoke of all Basingstoke Staff who will transfer under the Employment Regulations on the Relevant Transfer Date;

**Basingstoke Staff:** all officers and employees of Basingstoke engaged in the performance of Basingstoke's obligations under this Agreement;

**Basingstoke's Provisional Staff List:** a list prepared and updated by Basingstoke of all Basingstoke Staff who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by Basingstoke;

**Transferring Hart Staff:** those employees of HART to whom the Employment Regulations will apply on the Relevant Transfer Date [as contained in Annex ANNEX A, and accurate as at the date on which this Agreement is signed by both Parties];

**Transferring Basingstoke Staff:** those employees of Basingstoke to whom the Employment Regulations will apply on the Service Transfer Date.

## **Transferring Hart Staff at commencement of Services**

### **2. Relevant Transfers**

#### **2.1 HART and BASINGSTOKE agree that:**

- (a) the commencement of the provision of the Services will be a Relevant Transfer in relation to the Transferring Hart Staff; and
- (b) as a result of the operation of the Employment Regulations, the contracts of employment between HART and the Transferring Hart Staff (except in relation to any terms dis-applied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between Basingstoke and each such Transferring Hart Staff.

#### **2.2 HART shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Hart Staff in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant**

Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) HART; and (ii) BASINGSTOKE.

### 3. HART indemnities

3.1 Subject to **Error! Bookmark not defined.**3.2, HART shall indemnify BASINGSTOKE against any Employee Liabilities in respect of any Transferring Hart Staff (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- (a) any act or omission by HART occurring before the Relevant Transfer Date;
- (b) the breach or non-observance by HART before the Relevant Transfer Date of:
  - (i) any collective agreement applicable to the Transferring Hart Staff; and/or
  - (ii) any custom or practice in respect of any Transferring Hart Staff which HART is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing the Transferring Hart Staff arising from or connected with any failure by HART to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (i) in relation to any Transferring Hart Staff, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
  - (ii) in relation to any employee who is not Transferring Hart Staff and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from HART to BASINGSTOKE as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
- (e) a failure of HART to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Hart Staff arising before the Relevant Transfer Date;

- (f) any claim made by or in respect of any person employed or formerly employed by HART other than Transferring Hart Staff for whom it is alleged Basingstoke may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
- (g) any claim made by or in respect of Transferring Hart Staff or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Hart Staff relating to any act or omission of HART in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by Basingstoke to comply with regulation 13(4) of the Employment Regulations.

3.2 If any person who is not identified by HART as being Transferring Hart Staff claims, or it is determined in relation to any person who is not identified by HART as being Transferring Hart Staff, that his/her contract of employment has been transferred from HART to BASINGSTOKE pursuant to the Employment Regulations or the Acquired Rights Directive then:

- (a) BASINGSTOKE shall, within five Working Days of becoming aware of that fact, give notice in writing to HART; and
- (b) HART may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by BASINGSTOKE, or take such other reasonable steps as HART considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

3.3 If an offer referred to in paragraph 3.3(b) is accepted, or if the situation has otherwise been resolved by HART, BASINGSTOKE shall immediately release the person from his/her employment or alleged employment.

3.4 If by the end of the 15 Working Day period specified in paragraph 3.2(b):

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved,

BASINGSTOKE may within five Working Days give notice to terminate the employment or alleged employment of such person.

3.5 Subject to BASINGSTOKE acting in accordance with the provisions of paragraph 3.3 to paragraph and in accordance with all applicable proper employment procedures set out in applicable Law, HART shall indemnify BASINGSTOKE (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 3.4 provided that Basingstoke takes all reasonable steps to minimise any such Employee Liabilities.

3.6 If any such person as is referred to in paragraph 3.2 is neither re-employed by HART nor dismissed by BASINGSTOKE within the time scales set out in paragraph 3.4 such person shall be treated as having transferred to BASINGSTOKE and BASINGSTOKE shall comply with such obligations as may be imposed upon it under applicable Law.

#### 4. **BASINGSTOKE indemnities and obligations**

4.1 Subject to paragraph 4.2, BASINGSTOKE shall indemnify HART against any Employee Liabilities in respect of any Transferring Hart Staff (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- (a) any act or omission by BASINGSTOKE whether occurring before, on or after the Relevant Transfer Date;
- (b) the breach or non-observance by BASINGSTOKE on or after the Relevant Transfer Date of:
  - (i) any collective agreement applicable to the Transferring Hart Staff; and/or
  - (ii) any custom or practice in respect of any Transferring Hart Staff which HART is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Hart Staff arising from or connected with any failure by BASINGSTOKE to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- (d) any proposal by BASINGSTOKE made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Hart Staff to their material detriment on or after their transfer to BASINGSTOKE on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Hart Staff but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by BASINGSTOKE to, or in respect of, any Transferring Hart Staff before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with HART in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;

- (i) in relation to any Transferring Hart Staff, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
    - (ii) in relation to any employee who is not Transferring Hart Staff, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from HART to BASINGSTOKE, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
  - (g) a failure of BASINGSTOKE to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Hart Staff in respect of the period from (and including) the Relevant Transfer Date; and
  - (h) any claim made by or in respect of any Transferring Hart Staff or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Hart Staff relating to any act or omission of the Administering Authority in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from HART's failure to comply with its obligations under regulation 13 of the Employment Regulations.
- 4.2 The indemnities in paragraph 4.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of HART whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from HART's failure to comply with its obligations under the Employment Regulations.
- 4.3 BASINGSTOKE shall comply with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of the Transferring Hart Staff, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between HART and BASINGSTOKE.
- 4.4 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this paragraph 4, to the extent necessary to ensure that any Replacement Provider shall have the right to enforce the obligations owed to, and indemnities given to, any Replacement Provider by BASINGSTOKE or HART in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

4.5 Despite paragraph 4.4, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

## 5. Information

BASINGSTOKE shall promptly provide to HART in writing such information as is necessary to enable HART to carry out its duties under regulation 13 of the Employment Regulations. HART shall promptly provide to BASINGSTOKE in writing such information as is necessary to enable BASINGSTOKE to carry out their respective duties under regulation 13 of the Employment Regulations.

## Employment exit provisions

### 6. Pre-service transfer obligations

6.1 BASINGSTOKE agrees that within 20 Working Days of the earliest of:

- (a) 12 months before the expiry of this Agreement or any earlier termination date agreed between the Parties in accordance with clause xx; or
- (b) receipt of a written request of HART at any time (provided that HART shall only be entitled to make one such request in any six month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, Basingstoke's Provisional Staff List, together with the Staffing Information in relation to Basingstoke's Provisional Staff List and it shall provide an updated Basingstoke's Provisional Staff List at such intervals as are reasonably requested by Hart.

6.2 At least 28 days prior to the Service Transfer Date, BASINGSTOKE shall provide to Hart:

- (a) Basingstoke's Final Staff List, which shall identify which of the Basingstoke Staff are Transferring Basingstoke Employees; and
- (b) the Staffing Information in relation to Basingstoke's Final Staff List (insofar as such information has not previously been provided).

6.3 Basingstoke warrants, for the benefit of HART, that all information provided pursuant to paragraph 6.1 and paragraph shall be true and accurate in all material respects at the time of providing the information.

6.4 From the date of the earliest event referred to in **Error! Bookmark not defined.6.1 (a), Error! Bookmark not defined.6.1(b)** and paragraph 6.1(c), BASINGSTOKE agrees that it shall not assign any person to the provision of the Services who is not listed on Basingstoke's Provisional Staff List and shall not without the approval of HART (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Basingstoke Staff listed on Basingstoke's Provisional Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
- (b) make, promise, propose or permit any material changes to the terms and conditions of employment of Basingstoke Staff (including any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Basingstoke Staff save for fulfilling assignments and projects previously scheduled and agreed;
- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on Basingstoke's Provisional Staff List;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on Basingstoke's Provisional Staff List save by due disciplinary process,

and shall promptly notify HART of any notice to terminate employment given by Basingstoke or received from any persons listed on Basingstoke's Provisional Staff List regardless of when such notice takes effect.

6.5 BASINGSTOKE shall provide all reasonable cooperation and assistance to HART to ensure the smooth transfer of the Transferring Basingstoke Staff on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Basingstoke Staff to be paid as appropriate. Without prejudice to the generality of the foregoing, within five Working Days following the Service Transfer Date, BASINGSTOKE shall provide to HART, in respect of each person on Basingstoke's Final Staff List who is a Transferring Basingstoke Staff:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

## **7. Employment regulations exit provisions**

- 7.1 HART and BASINGSTOKE acknowledge that the termination of this Agreement in accordance with clause 3 may result in a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. HART and BASINGSTOKE further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between Basingstoke and the Transferring Basingstoke Staff (except in relation to any contract terms dis-applied through operation of regulation 10(2) of the Employment Regulations) will have effect on the Transfer Date as if originally made between HART and each such Transferring Basingstoke Staff.
- 7.2 BASINGSTOKE shall comply with all its obligations in respect of the Transferring Basingstoke Staff arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge shall perform and discharge, all its obligations in respect of all the Transferring Basingstoke Staff arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) BASINGSTOKE; and (ii) HART and/or Replacement Provider.
- 7.3 Subject to paragraph 7.4, BASINGSTOKE shall indemnify HART against any Employee Liabilities in respect of any Transferring Basingstoke Staff (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- (a) any act or omission of BASINGSTOKE whether occurring before, on or after the Service Transfer Date;
  - (b) the breach or non-observance by BASINGSTOKE occurring on or before the Service Transfer Date of:
    - (i) any collective agreement applicable to the Transferring Basingstoke Staff; and/or
    - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Basingstoke Staff which BASINGSTOKE is contractually bound to honour;
  - (c) any claim by any trade union or other body or person representing any Transferring Basingstoke Staff arising from or connected with any failure by BASINGSTOKE to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

- (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (i) in relation to any Transferring Basingstoke Staff, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
  - (ii) in relation to any employee who is not a Transferring Basingstoke Staff, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from BASINGSTOKE to HART and/or Replacement Provider, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- (e) a failure of BASINGSTOKE to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Basingstoke Staff in respect of the period up to (and including) the Service Transfer Date);
- (f) any claim made by or in respect of any person employed or formerly employed by BASINGSTOKE other than a Transferring Basingstoke Staff for whom it is alleged Hart may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- (g) any claim made by or in respect of any Transferring Basingstoke Staff or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Basingstoke Staff relating to any act or omission of BASINGSTOKE in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by HART and/or Replacement Provider to comply with regulation 13(4) of the Employment Regulations.

7.4 The indemnities in paragraph shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of HART and/or Replacement Provider whether occurring or having its origin before, on or after the Service Transfer Date.

7.5 If any person who is not Transferring Basingstoke Staff, or it is determined in relation to any person who is not Transferring Basingstoke Staff, that his/her contract of employment has been transferred from BASINGSTOKE to HART pursuant to the Employment Regulations or the Acquired Rights Directive, then:

- (a) HART shall give notice in writing to BASINGSTOKE; and

- (b) BASINGSTOKE may offer employment to such person within 15 Working Days of the notification by HART or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

7.6 If such offer is accepted, or if the situation has otherwise been resolved by BASINGSTOKE, HART shall immediately release or procure the release of the person from his/her employment or alleged employment.

7.7 If after the 15 Working Day period specified in paragraph 7.5(b) has elapsed:

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

BASINGSTOKE shall advise HART and/or Replacement Provider that it may within five Working Days give notice to terminate the employment or alleged employment of such person.

7.8 Subject to HART and/or Replacement Provider acting in accordance with the provisions of paragraph 7.5 to paragraph , and in accordance with all applicable proper employment procedures set out in applicable Law, BASINGSTOKE shall indemnify the HART and/or Replacement provider against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 7.7 provided that HART takes, or shall procure that the Replacement Provider takes, all reasonable steps to minimise any such Employee Liabilities.

7.9 The indemnity in paragraph 7.8 shall apply only where the notification referred to in paragraph 7.5(a) is made by HART and/or Replacement Provider to BASINGSTOKE within six months of the Service Transfer Date.

7.10 If any such person as is described in paragraph 7.5 is neither re-employed by BASINGSTOKE nor dismissed by HART and/or Replacement Provider within the time scales set out in paragraph to paragraph , such person shall be treated as Transferring Basingstoke Staff and HART and/or Replacement Provider shall comply with such obligations as may be imposed upon it under applicable Law.

7.11 BASINGSTOKE shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Basingstoke Staff before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date).

- 7.12 BASINGSTOKE shall promptly provide to HART and/or Replacement Provider, in writing such information as is necessary to enable HART and/or Replacement Provider to carry out their respective duties under regulation 13 of the Employment Regulations. HART shall promptly provide to BASINGSTOKE in writing such information as is necessary to enable Basingstoke to carry out their duties under regulation 13 of the Employment Regulations.
- 7.13 Subject to paragraph 7.14, HART shall indemnify, and shall procure that and Replacement Provider indemnifies, Basingstoke any Employee Liabilities in respect of each Transferring Basingstoke Staff (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Basingstoke Staff) arising from or as a result of:
- (a) any act or omission of HART and/or Replacement Provider;
  - (b) the breach or non-observance by HART and/or Replacement Provider on or after the Service Transfer Date of:
    - (i) any collective agreement applicable to the Transferring Basingstoke Staff; and/or
    - (ii) any custom or practice in respect of any Transferring Basingstoke Staff which HART and/or Replacement Provider is contractually bound to honour;
  - (c) any claim by any trade union or other body or person representing any Transferring Basingstoke Staff arising from or connected with any failure by HART and/or Replacement Provider to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
  - (d) any proposal by HART and/or Replacement Provider to change the terms and conditions of employment or working conditions of any Transferring Basingstoke Staff on or after their transfer to Hart and/or Replacement Provider on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been Transferring Basingstoke Staff but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
  - (e) any statement communicated to or action undertaken by HART and/or Replacement Provider to, or in respect of, any Transferring Basingstoke Staff on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with BASINGSTOKE in writing;

- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (i) in relation to any Transferring Basingstoke Staff, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
  - (ii) in relation to any employee who is not Transferring Basingstoke Staff, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from Basingstoke to HART and/or Replacement Provider to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- (g) a failure of HART and/or Replacement Provider to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Basingstoke Staff in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Basingstoke Staff or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Basingstoke Staff relating to any act or omission of HART and/or Replacement Provider in relation to obligations under regulation 13 of the Employment Regulations.

7.14 The indemnities in paragraph 7.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of BASINGSTOKE whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by BASINGSTOKE to comply with its obligations under the Employment Regulations.

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## SCHEDULE 9

### Collection Contract

#### I. ADMINISTRATION OF THE COLLECTION CONTRACT

Unless otherwise defined in this Agreement, terms used in this **Schedule** shall be as defined in the Collection Contract.

#### 2. PARTNER NOTICE OF PROPOSED CHANGE

- 2.1 Either of the Parties may order a change to the Services (including the provision of the Optional Services or any new services) by serving a notice of change (a "**Partner Notice of Proposed Change**") on the other party setting out the required change in the Services in sufficient detail to enable the Collection Contractor to provide an Estimate.
- 2.2 The Parties shall not issue a Partner Notice of Proposed Change which:
  - 2.2.1 requires the Services to be performed in a way that infringes legislation;
  - 2.2.2 would cause any Planning Permission or Necessary Consent to be breached and/or revoked;
  - 2.2.3 would materially and adversely affect the health and safety of any person; and/or
  - 2.2.4 would substantially alter the scope of the Services.
- 2.3 Within 10 Business Days of receipt of the Partner Notice of Proposed Change, the Administering Authority shall invite a meeting of the Joint Governance Group to consider the implications of the Partner Notice of Proposed Change and to recommend any changes to the Partner Notice of Proposed Change.
- 2.4 On receipt of any comments from the Joint Governance Group the party issuing the Partner Notice of Proposed Change shall consider at its absolute discretion whether any amendment to the Partner Notice of Proposed Change is required.
- 2.5 The Administering Authority shall serve a Notice of Proposed Change setting out the change in Services requested by the party in the Partner Notice of Proposed Change on the Collection Contractor in accordance with clause 43.2 of the Collection Contract.
- 2.6 The Administering Authority shall within 10 Business Days of receipt of the Estimate given by the Collection Contractor pursuant to clause 43.4 of the

Collection Contract, forward such Estimate to the Joint Governance Group and to the party that requested the change.

- 2.7 Within 25 Business Days of receipt of the Estimate the party which requested the change may in consultation with the Joint Governance Group require the Administering Authority to:
  - 2.7.1 confirm in writing the Estimate;
  - 2.7.2 suggest reasonable amendments to the Estimate; or
  - 2.7.3 request the withdrawal of the Notice of Proposed Change.
- 2.8 If a party does not confirm its decision in writing to the Administering Authority in relation to the Estimate within 20 Business Days of the provision of the Estimate, its approval shall be deemed not to have been given and the Notice of Proposed Change will be withdrawn in accordance with clause 43.6 of the Collection Contract.
- 2.9 If the party confirms in writing to the Administering Authority the Estimate, the Administering Authority shall confirm such change to the Collection Contractor and the change in the Services shall be effected as an agreed variation to the Collection Contract.
- 2.10 The party requesting the change in the Services shall meet all additional costs of the Estimate through an adjustment to its contribution to the Annual Budget and in accordance with the principles set out in **Schedule 6** (Budget and Cost Sharing Agreement).
- 2.11 Where any such change in the Services results in any consequential additional costs or liabilities the party requesting the change in the Services shall meet all such additional costs or liabilities of the other party through an adjustment to its contribution to the Annual Budget and in accordance with the principles set out in **Schedule 6** (Budget and Cost Sharing Agreement).
- 2.12 Where any change in the Services results in a reduction in the Services Payment the party requesting the change in the Services shall receive a reduction in its contributions to the Annual Budget in accordance with the principles set out in **Schedule 6** (Budget and Cost Sharing Agreement), provided always that such change has not increased the costs or liabilities of the other party in which case these costs or liabilities shall be taken into account in calculating the reduction in the party's contributions.
- 2.13 Where the Collection Contractor requests that the Administering Authority issues a Notice of Proposed Change pursuant to clause 43.8 of the Collection Contract, the Administering Authority shall request that the Joint Governance Group decides whether or not to issue such a Notice of Proposed Change. A Notice of Proposed Change may only be issued if agreed by the Joint Governance Group.

### **3. WITHDRAWAL FROM THE COLLECTION CONTRACT**

- 3.1 In the event of this Agreement being terminated in accordance with **clause 7.3**, the Administering Authority shall obtain from the Collection Contractor an Estimate of the costs of novating the Collection Contract to the Parties for the remainder of the original contract term or the period any extension as may have been agreed at the point of service of the notice under **paragraph 3.1** of this **Schedule**.
- 3.2 If the Parties agree and accept the Estimate, the Administering Authority shall confirm such change to the Collection Contractor and arrange for the Collection Contract to be novated to the Parties on the basis of the same terms and conditions save only for any amendment to the prices and rates as set out in the Estimate.
- 3.3 The relevant party(ies) shall meet the additional costs of the Estimate in accordance with the principles set out in **Schedule 6** (Budget and Cost Sharing Agreement) and the provisions of **Schedule 7** (Exit arrangements).
- 3.6 The Partner Authorities agree that where this Agreement terminates the Parties agree that the provisions of **Schedule 3** shall apply to the transfer of staff to the HART or Replacement Provider.

### **4. EXTENSION OF THE COLLECTION CONTRACT**

- 4.1 No later than 18 months prior to the expiry of the Collection Contract the Parties shall meet and consider whether or not to extend the term of the Collection Contract (in accordance with clause 2.2 of the Collection Contract).
- 4.2 Where both Parties agree to extend the Collection Contract, the Administering Authority takes all reasonable steps necessary to extend the Collection Contract (in accordance with the terms of that contract).
- 4.3 Where only one party wishes to extend the Collection Contract, the Administering Authority shall not extend the Collection Contract and it shall come to an end in accordance with the terms of that contract.

### **5. DISPUTES**

- 5.1 If a dispute arises in relation to any aspect of the Collection Contract, which cannot be resolved between the Contract Manager and the Contractor's Representative in accordance with clause 36.1.1 of the Collection Contract, the Administering Authority shall promptly notify the Joint Governance Group of the dispute.
- 5.2 In the event that any dispute is referred to mediation or arbitration in accordance with clauses 36.2 and 36.3 of the Collection Contract the

Administering Authority shall promptly notify the Joint Governance Group and shall keep the Joint Governance Group regularly informed of the progress of the dispute referred to mediation or arbitration.

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## **SCHEDULE 10**

### **Data Processing**

**1.1 Scope**

**1.2 Nature**

**1.3 Purpose of processing**

**1.4 Duration of processing**

**2. Types of Personal Data**

**3. Categories of Data Subject**



Basingstoke  
and Deane



working together

**SERVICE LEVEL AGREEMENT FOR  
PROVISION OF A JOINT WASTE CLIENT TEAM FUNCTION**

<b>Rev.</b>	<b>Date</b>	<b>Amendment</b>	<b>Authorised By: HDC Rep</b>	<b>Authorised By: BDBC Rep</b>
0.1	05.03.2021	David Burrell		

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## **I. Introduction**

1.1 This Service Level Agreement ('SLA') is made between:

- (i) **BASINGSTOKE AND DEANE BOROUGH COUNCIL ('BDBC');** and
- (ii) **HART DISTRICT COUNCIL ('HDC')**

collectively known as 'the Councils'

## **2. Background**

2.1 Following a procurement process carried out in pursuance of public procurement rules, the Councils jointly selected and awarded a contract to Serco Limited to provide household waste and recycling services across both of their districts for a term of 8 years, commencing on 1<sup>st</sup> October 2018, with the option to extend for a further 8 years ('Serco Contract').

2.2 By virtue of an Inter Authority Agreement dated [ date ] 2021 made between BDBC (1) and HDC (2) ('IAA'), the Councils agreed that BDBC will perform the role and responsibilities of the Administering Authority pursuant to the Serco Contract, including hosting of the Joint Waste Client Team, and all related contractual arrangements ('Service').

## **3 Purpose**

3.1 The purpose of this SLA is to describe:

- (i) the role and responsibilities of the Councils in relation to how the Joint Waste Client Team will function pursuant to the IAA;
- (ii) the scope and standards of the services to be provided by **BDBC** under this SLA, and the manner and quality of such provision agreed with **HDC**;
- (iii) the responsibilities both Councils will have to make this arrangement successful; and
- (iv) the mechanisms by which success will be measured.

3.2 The SLA can be used by the Joint Client Team staff to clarify how the relationship will function for the duration of the IAA.

#### **4 Conflict**

If there is an inconsistency between any of the provisions of this SLA and the provisions of the IAA, the provisions of [this agreement/ the IAA] shall prevail.

#### **5 Future Reviews and Amendments to this Service Level Agreement**

This SLA will be reviewed annually, save that the Parties may agree changes any time to respond to prevailing operational needs and/or unforeseen circumstances, and any proposed changes will be agreed and confirmed at the next meeting of the Joint Governance Group.

#### **6 Objectives of Service**

6.1 To administer the Serco Contract in line with:

- (a) its terms and conditions and the specification set out therein;
- (b) the guiding principles and objectives of the IAA; and
- (c) all current regulations, agreed policies, accepted professional standards and relevant legislation.

6.2 To carry out the Service in such a way that fosters and strives to achieve continuous improvement in the relationship with Serco to underpin the successful delivery of the services they provide under the Serco Contract.

6.3 To carry out the Service in a manner that enables:

- (a) both Councils to perform and comply with their respective obligations under the IAA; and
- (b) BDBC to perform its obligations under the Serco Contract; and
- (c) BDBC to manage, monitor and, where appropriate, enforce the provisions of the Serco Contract to ensure that the quality and reliability of services delivered to residents is maintained at all times.

6.4 To liaise with and co-ordinate any inter-dependent support services, such as contact centre, communications and IT

6.5 To identify efficiency savings and support the implementation of continuous business improvements to the benefit of the Joint Waste Client Team.

## 7 Team Contact Details

Name	Role	Tel No	Email

## 8 Joint Waste Client Team Principal Activities

The Joint Waste Client Team shall carry out the following principal activities:

- (a) monitor and manage the performance of the Serco Contract;
- (b) in conjunction with support provided by BDBC, acting in its capacity as the Administering Authority, to prepare, monitor and control the annual budget (as detailed in the IAA);
- (c) ensure that where any information is received from or requested by Serco under the Serco Contract, the dissemination, collation and provision of information is effected within a timescale which is compatible with any time provisions detailed in the Serco Contract and in any event as soon as is reasonably practicable;
- (d) refer any requests from Serco for a consent or approval to appropriate officers, Joint Governance Group, committee or cabinet as appropriate and then communicate any decision back to Serco under the Serco Contract. Such communications shall be within a timescale which is compatible with any time provisions detailed in the Serco Contract and, in any event, as soon as reasonably practicable;
- (e) prepare a strategic risk register relating to the IAA, this SLA and the performance of the Serco Contract and regularly submit this, together with details of any mitigation actions implemented, to the Joint Governance Group; and
- (f) carry out the day to day responsibilities set out in clause 9 below.

## 9 Joint Waste Client Team Day to Day Responsibilities

### 9.1 Waste Strategy

- (a) Produce the Waste Strategy(ies) for the Councils in conjunction with the Project Integra partner authorities.
- (b) Arrange for an appropriate officer to attend Project Integra meetings and support of members at Project Integra meetings as required.
- (c) Set appropriate targets as required.

- (d) Provide technical waste advice to the senior management and members of the Councils as required.
- (e) Produce consultation responses as required.
- (f) Produce robust business continuity plans for the services provided under the Serco Contract.

## 9.2 Contract Monitoring

- (a) Undertake all requirements of the Serco Contract terms and conditions which the Joint Waste Client Team are required to undertake.
- (b) Manage and supervise Serco under the terms and conditions of the Serco Contract.
- (c) Review and monitor the performance of Serco against the KPI's set out in the Serco Contract.
- (d) Issue Remediation and Default Notices where appropriate.
- (e) Report any significant non-performances by Serco to the Councils.
- (f) Provide monthly reports on the performance of Serco and other activities.
- (g) Process and implement variations to the Serco Contract where required.
- (h) Liaise with Serco as required.
- (i) Monitor Serco's Health & Safety Compliance including receiving details of any accidents, near misses etc.
- (j) Ensure that Serco provides up to date information as required under the Serco Contract, e.g., risk assessments, method statements.
- (k) Undertake Health and Safety audits twice a year across the Serco Contract.
- (l) Attend regular meetings with Serco as agreed and detailed within the Serco Contract.
- (m) Client Team Officers to meet regularly with Serco to discuss any matters / projects or issues which arise on a regular basis at least weekly.
- (n) Prepare reports from Serco's Whitespace system and provide any reports required to the Joint Governance Group.

## 9.3 Meetings

- (a) [Head of xxxxx (BDBC)] and/or [Waste and Recycling Manager] to attend monthly 1 to 1 meetings with a Joint CX/ corporate director or their nominated deputy of each of the Councils as required.
- (b) [Head of xxxxx (BDBC)] and/or [Waste and Recycling Manager] to attend meetings of the Joint Governance Group.
- (c) [Head of xxxxx (BDBC)] and/or [Waste and Recycling Manager] to attend monthly Portfolio Holder meetings as required.

- (d) Project Integra meetings – attend all meetings as representatives of both Councils as required, including:
- Operations Group
  - Strategy Officers Group
  - Strategic Board
  - Waste Technical Group – Waste & Recycling Manager has been requested as a member of this group
  - RAG – Resource Awareness Group (Waste Prevention Group has now been merged with the RAG)
  - Other ad-hoc meetings as required

Provide updates on all these meetings as part of the monthly client team report.

#### 9.4 Customer Interface

- (a) Deal with communication escalated by the contact centre.
- (b) Deal with complaints in accordance with the Councils' corporate guidelines and systems.
- (c) Respond to letters in accordance with the Councils' corporate standards.
- (d) Meet regularly with the contact centre to discuss any issues/problems new projects to ensure that they are kept up to date on all issues which may arise within the Serco.
- (e) Ensure the contact centre are kept up to date on all Joint Waste Client Team matters.
- (f) Monitor the contact centre in relation to the Serco Contract and discuss as necessary.
- (g) Ensure the contact centre is trained to use Serco's Whitespace IT system and link into each Council's own systems as required.
- (h) Ensure the contact centre has up to date service information.
- (i) Ensure that the contact centre is kept up to date on any improvements to Serco's Whitespace IT system.

## 9.5 Communications and Education

[this section also needs to be reviewed by the Comms teams of both councils]

- (a) Agree branding for all waste communications and education with both Councils and also the contractor to simplify the process and production of all leaflets, bin hangers, stickers etc.
- (b) In conjunction with the communication teams of both Council and Serco, to set up a Communications Strategy for the Serco Contract.
- (c) All communications to be reviewed by each Council's communications team.
- (d) Produce all communications for both Councils to the agreed branding and format.
- (e) Ensure that [four (4)] times a year bin hangers are produced with relevant information on projects, systems or other that the Councils wish to promote to residents i.e. garden waste or reducing contamination. Note – is 4 times per year as per Serco contract?
- (f) All communications will be reviewed annually against the Communications Strategy through the Joint governance Group.
- (g) Produce literature as required.
- (h) [Manage and/or arrange for the management of] the Councils' website content relating to waste.
- (i) Communicate to residents regarding service changes.
- (j) Conduct education campaigns as agreed with the Joint Governance Group or [Portfolio Holder] (as appropriate).
- (k) Liaise with the media and produce press releases as appropriate.

## 9.6 Civil or Environmental Emergency

- (a) Provide the Councils with contact details of relevant staff who would be responsible for managing any emergency situations
- (b) Liaise and discuss circumstances and issues with:
  - Serco
  - Corporate Directors
  - Portfolio Holders

and, in consultation with such persons, agree a course of action for resolving emergency
- (c) Provide information on agreed course of action to corporate communications teams of both Councils.

9.7 Member Liaison

- (a) Produce reports and attend committees, including Scrutiny committees, as required.
- (b) Answer member queries and complaints as required.

9.8 Administration/Finance

- (a) Produce a monthly report on the Joint Waste Client Team to include details of any contract matters, Health and Safety reports, progress on projects, Project Integra Meetings and any other aspect that is required.
- (b) Attend each Council's Health and Safety committee to report on the Serco Contract.
- (c) Produce Service Plans and Business Continuity Plans as required by both Councils in accordance with their policies.
- (d) Pay invoices received from Serco (or any other suppliers) within HDC timescales (where such timescales are shorter than those of BDBC).
- (e) [Waste and Recycling Manager] to liaise with HDC's Accountant in relation to any payments made on the Serco Contract and to provide regular invoices for payment of any made on HDC's behalf by BDBC.
- (f) Both BDBC and HDC's accountants to meet regularly to discuss any outstanding matters and payments.
- (g) Provide information/data required by both Councils especially HDC for collection of fees and charges.
- (h) Input information to waste data flow and any other performance management systems required on both Councils' behalf.
- (i) Provide information to other partners as required.
- (j) Procure works/goods/services where required.
- (k) Provide budget forecasts for the MTFS in line with HDC timetables.
- (l) Provide monthly forecasts for the Budget monitoring process in line with each of the Councils' timetables.
- (m) Provide explanations for variations to the Budget.
- (n) Provide financial implications for reports.
- (o) Provide financial information for year-end accounting processes in line with each of the Councils' timetables.
- (p) Supply information and working papers.
- (q) Complete any request for statistical returns.

- (r) Agree on an annual basis HDCs performance targets in line with those contained within the Serco Contract, for example:
  - Recycling Rate
  - Other Key Performance Indicators which HDC require
- (s) Liaise with and provide information to auditors (either internal or external) as required.
- (t) Determine any VAT liability in relation to the contributions made by HDC.

In addition, the Joint Waste Client Team will provide HDC with the following information relating to its corporate processes:

(i) Annual Budget and Policy Framework

- Budget Strategy – in [September] each year, provide a figure for unavoidable costs as a result of demographic growth and inflation, including client element.
- Proposals for fees and charges together with an explanation of the rationale between each proposed fee, including benchmarking and an analysis of the cost of service provision and an explanation of the change/assumptions made.
- In [October] each year, provide detailed estimate working papers for waste management and explanations for inclusion in the published budget book.
- Organise the replacement of any equipment owned by the Councils required to fulfil the services to be provided under the IAA of this SLA.

(ii) Budget Monitoring/Planning – Monthly

- A forecast of expenditure up to 31<sup>st</sup> of March for current financial year.
- Forecasting model to back up the forecast.
- A written explanation of any variation to the latest approved budget – split between price and growth.
- Identify any risk that is included in the forecast e.g. number of bins.
- What action is being taken to correct any forecast overspend – will a budget virement be required.

(iii) Budget Monitoring/Planning - Quarterly

In addition to monthly requirements set out above:

- Additional information that may be required for Portfolio Holder Reports.
- Additional Information that may be required for the Joint Governance Group.

(iv) Annually Final Accounts

In accordance with HDC final accounts timetable and to ensure completeness and accuracy of accounts:

- Scheduled creditors
- Scheduled debtors
- Explanations for budget variations
- Identify future budget implications
- Any other items that are significant and require special treatment

(v) Other Financial Support

- Attendance at Council and committee meetings when required
- Brief Portfolio Holders quarterly and annually
- Support for project teams

**10 HDC Responsibilities**

10.1 **HDC** shall provide the Joint Waste Client Team with access to all information and data relevant to the provision of the Services.

10.2 **HDC** shall ensure that relevant officers and, where required, HDC members are, pursuant to clause 9.3, available to attend any meetings relating to the provision of the Services and/or the Serco Contract.

10.3 **HDC** shall ensure that suitable accommodation, equipment, electronic systems and support services are available for when it is necessary or expedient for any meetings, either of the JGG, between officers of both Councils or with Serco that are to be held at HDC's offices.

10.4 **HDC** shall [details of expected levels of IT support from Hart to be included].

## 11 Service Levels/Standards

HDC and BDBC have agreed the following service levels:

### 11.1 Waste Strategy

KPI	Compliance Target	Review period	Method
Produce the Waste Strategy(ies) for the Councils in conjunction with the Project Integra partner authorities	100%	Annually	Audit
Consultation responses are produced on time as may be required	100%	Annually	Tracked via Client Team Report
Produce robust business continuity plans for the services provided under the Serco Contract	100%	Annually	Audit

### 11.2 Contract Monitoring

KPI	Compliance Target	Review period	Method
Undertake all requirements of the Serco Contract terms and conditions which the JWCT are required to undertake	100%	Quarterly	Audit and Client Team Report
Review and monitor the performance of the Serco against the KPI's set out in the Serco Contract	100%	Monthly	Contractor Report review and Client Team Report
Issue Remediation Notices and Default Notices where appropriate	100%	Quarterly	Audit and Client Team Report
Provide monthly reports on the performance of Serco	100%	Monthly	Contractor Report review and Client Team Report
Process and implement variations to the Serco Contract where required	100%	Quarterly	Audit and Client Team Report
Undertake Health and Safety audits twice a year across the Serco Contract	100%	Bi-Annual	Audit and Client Team Report
Manage and supervise Serco under the terms and conditions of the Serco Contract	100%	Annually	Audit and Client Team Report

Ensure that the Whitespace IT system used by Serco is fully operational within the JWCT for the Contact Centre and that any report requirements are met.	100%	Monthly (or as required)	Audit and Client Team Report
Ensure that the Contract Risk Register is maintained for both Councils and kept under review. Any changes to be updated, presented to and agreed by the Joint Governance Group.	100%	Monthly (or as required)	Audit and Client Team Report
Maintain a formal Contract Management process in respect of the Waste and Recycling service in accordance with the BDBC Contract Management Handbook	100%	Annual	Audit

### 11.3 Meetings

KPI	Compliance Target	Review period	Method
To arrange meetings as may be required by the IAA and to ensure officers relevant to the agenda are included in the dissemination of invitations, agenda, minutes and actions	100%	Monthly (or as required)	Audit and Client Team Report
[Head of xxx and Waste and Recycling Manager] to attend meetings as may be required; to include but not limited to: monthly 1:1 meetings with the Joint CX/corporate director; Joint Governance Group and other officers; monthly Portfolio Holder meetings; the Partnership Board	100%	Monthly (or as required)	Audit and Client Team Report
Project Integra meetings – attend all meetings as representatives of the Councils as required. Provide updates on all these meetings as part of the monthly JWCT report	100%	Monthly (or as required)	Audit and Client Team Report
To create and circulate minutes (minutes/actions/deliverable dates) for	100%	Monthly (or as required)	Audit and Client Team Report

meetings within 10 working days following the meeting			
Create and maintain action log(s) to track and deliver activities in a timely manner for the parties	100%	Monthly or as required	Audit

#### 11.4 **Customer Interface**

<b>KPI</b>	<b>Compliance Target</b>	<b>Review period</b>	<b>Method</b>
Deal with complaints in accordance with the Councils' corporate guidelines and systems	100%	Monthly	Client Team Report
Meet regularly with the Contact Centre to discuss any issues/problems new projects/JWCT matters to ensure that they are kept up to date on all issues which may arise within the contract	100%	Monthly	Client Team Report
Facilitate meetings between the Contact Centre and Serco to ensure any issues raised by any party can be promptly and efficiently tracked and resolved, preventing adverse service impact	100%	Monthly	Client Team Report
Ensure the Contact Centre is trained to use and kept up to date with the functionality of Serco's Whitespace IT system and link into each Council's own systems as required	100%	Monthly	Client Team Report

#### 11.5 **Communications and Education**

<b>KPI</b>	<b>Compliance Target</b>	<b>Review period</b>	<b>Method</b>
Agree a streamlined branding process for all planned waste communications and education with the Councils and also Serco to simplify the process and production of all leaflets, bin hangers, stickers etc.	100%	Annually	Client Team Report

Set up a communications strategy for the Serco Contract, which will be led by the Councils' Corporate Communications teams and Serco's manager and supported by the JWCT	100%	Annually	Client Team Report
All planned communications will be reviewed annually through the Joint Governance Group	100%	Annually	Client Team Report
Provide technical support to the Councils' Corporate Communications teams as appropriate for reactive waste communication	100%	Monthly	Client Team Report

11.6 **Civil or Environmental Emergency**

KPI	Compliance Target	Review period	Method
Provide the Councils with contact details of relevant staff who would be responsible for managing any emergency situations	100%	Annual	Audit
Liaise and discuss circumstances and issues with: <ul style="list-style-type: none"> <li>• Serco</li> <li>• Joint CX/Corporate Directors</li> <li>• Portfolio Holders</li> </ul> and, in consultation with such persons, agree a course of action for resolving the emergency	100%	As may be required	Audit
Provide information on agreed course of action to the Councils' Corporate Communications teams	100%	As may be required	Client Team Report

11.7 **Member and Officer Liaison**

KPI	Compliance Target	Review period	Method
Produce reports and attend scheduled committees and meetings	100%	Quarterly	Client Team Report
Attend unscheduled ad-hoc meetings with other Council officers where reasonable notice, i.e., 2 working days,			

is given, subject to the availability of relevant officers from the JWCT and/or subject to such attendance not otherwise adversely affecting provision of the Services			
Respond to member queries and complaints within the prescribed timescale for each Council	100%	Quarterly	Client Team Report

### 11.8 Administration/Finance

KPI	Compliance Target	Review period	Method
Produce a monthly report on the JWCT to include details of any contract matters, Health and Safety reports, progress on projects, Project Integra Meetings and any other aspect, as required by the JGG.	100%	Annual	Audit
Attend each Council's Health and Safety committee to report on the Serco Contract	100%	Quarterly	Client Team Report
Produce Service Plans and Business Continuity Plans as required by both Councils in accordance with their policies	100%	Annual	Audit
Pay invoices received from Serco (or any other suppliers) within HDC's timescales (where such timescales are shorter than those of the Administering Authority)	100%	Quarterly	Client Team Report
[Waste and Recycling Officer] to liaise with HDC's Accountant in relation to any payments made on the Serco Contract and to provide regular invoices for payment of any made on HDC's behalf by BDBC.	100%	Quarterly	Client Team Report
Provide information/data required by both authorities, for collection of fees and charges	100%	Quarterly	Client Report

Provide explanations for variations to the Budget	100%	As may be required	Client Team Report
Agree on an annual basis HDC's performance targets in line with those contained within the Serco Contract for example: <ul style="list-style-type: none"> <li>Recycling Rate</li> <li>Other Key Performance Indicators which HDC require</li> </ul>	100%	Annual	Audit

**11.9 In addition, the JWCT will provide BDBC with the following information relating to its corporate processes**

<b>KPI</b>	<b>Compliance Target</b>	<b>Review period</b>	<b>Method</b>
Budget Strategy – in [September] each year, provide a figure for unavoidable costs as a result of demographic growth and inflation, including client element  In [October] each year, provide detailed estimate working papers for waste management and explanations for inclusion in the published budget book	100%	Annual	Audit
Organise the replacement of any BDBC owned equipment required to fulfil the services			
Provide timely budget monitoring/planning for Monthly activities	100%	Monthly	Client Team Report
Provide timely budget monitoring/planning for Quarterly activities	100%	Quarterly	Client Team Report
Provide timely budget monitoring/planning for Annual activities	100%	Annually	Client Team Report

- 11.10 Target compliance information will be collated by the [Manager] in liaison with the [xxxxxxx]. All information will be reported to the Joint Governance Group in line with clause xx of the IAA.

## 12 Reporting

- 12.1 To support the agreed service levels, the JWCT will submit reports to **HDC** in the following manner to demonstrate delivery of services against agreed KPIs:

Type of Report	Frequency and Recipient		
	Monthly	Quarterly	Annually
Audit	[BDBC HoS]	[HDC Joint CX / corporate director / JGG]	JGG
Audit and Client Team	[BDBC HoS]	[HDC Joint CX / corporate director / JGG]	JGG
Client Team	[BDBC HoS]	[HDC Joint CX / corporate director / JGG]	JGG
Contractor	[BDBC HoS]	[HDC Joint CX / corporate director / JGG]	JGG

- 12.2 Quarterly and Annual reports will, unless otherwise agreed between the Councils, be made available one week prior to any meeting at which they will be considered / reviewed. This will allow attendees to appraise the information and contribute effectively to the meeting.

## 13 Escalation

- 13.1 If either Council has any issues, concerns or complaints about any matter concerning the operation of this SLA, that Council shall notify the other Council and the [ ] of both Councils shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Joint Governance Group, which shall decide on the appropriate course of action to take.

13.2 Where a resolution cannot be reached pursuant to paragraph 12.1, the matter will be escalated in accordance with the dispute resolution process set out in the IAA (clause xx).

**14 Governing Law and Jurisdiction**

This SLA shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 12, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

SIGNED BY:	Signature here
Name in Capitals:	Name of Authoriser here
for and on behalf of <b>Basingstoke and Deane Borough Council</b>	
SIGNED BY:	Signature here
Name in Capitals:	Name of Authoriser here
For and on behalf of <b>Hart District Council</b>	

## Basingstoke & Deane/Hart District Council: Waste & Recycling Services, Review of Management Structure



WYG was engaged by Basingstoke & Deane Borough Council (BDBC) to undertake a review of the management structure (the 'client side', based at Hart District Council – HDC) which oversees its joint waste and recycling contract (and service) with Hart District Council. Following a re-procurement, the contract for these services was awarded to Serco, who commenced operations in October 2018. Prior to then the contract was held by Veolia.

Towards the end of the Veolia contract and during the first six months of the new contract, residents experienced a poorer service than they had been used to / would have reasonably expected in terms of missed collections: and this problem was greater for BDBC than for HDC. The poor level of service and the large number of complaints caused understandable concern amongst the Officers and Members of BDBC that prompted WYG's review, carried out in 2019, our final report sent in September 2019.

It is quite clear to us that in the last months of the Veolia contract as well as in the first six months of the Serco contract, services were not delivered to the required / desired standard. It is also abundantly clear to us that BDBC has been disproportionately affected by this poor level of performance.

We are quite clear that the responsibility for the service failures lies firmly with the contractors. However, it is the client team's function to monitor and measure the contractor's performance and to take action in the case of poor performance in terms of holding them to account. Notwithstanding that deductions have been made from the contractors, the length of time that it has been taken for them to resolve problems and the fact that they have been allowed to take such time asks questions as to the style and strength of the current client structure.

In our view the current client structure is inadequate in terms of resource levels for the work which it currently has to deal with. Given the level of contractor performance over the period studied, it is actually quite remarkable that the current resource has delivered what it has, not only having to manage the day-to-day service but procure and mobilise a new contract and demobilise another.

We believe that the current client structure is too flat: and the Waste & Recycling Manager has too many direct reports. Also (in our view) this officer is dragged into too many day-to-day issues which, though important, means diversion of this key resource from dealing with strategic matters.

We believe that, with the introduction of a new ICT system, a new post should be created within the structure to be responsible for data accuracy as well as some other administrative roles (e.g. scrutiny of KPIs and other reports which come from the system).

We believe that there is not an adequate distinction within the client team between those looking after day-to-day issues and more strategic issues. We propose the introduction of a new post to specifically deal with day-to-day issues, which would engage with the contractor, as well as the public, and hold the contractor to

## Basingstoke & Deane/Hart District Council: Waste & Recycling Services, Review of Management Structure



account for service failures: leaving the Waste & Recycling Manager, as well as the Head of Service, to engage with the contractor at a more strategic level.

We believe that the post of Performance and Development Officer is entirely appropriate but should be developed so that it covers projects plus public engagement / communications.

As regards the Waste & Recycling Officers, the numbers have been insufficient and the current standards for responding to customer complaints / enquiries is simply unacceptable. We recommend the introduction, for an initial period, of three full-time equivalents. In the longer term, once the service begins to perform at an acceptable level, the number of Waste & Recycling Officers can be reviewed.

A fundamental query that we have been asked is whether it is (still) appropriate for the waste client team to be based at HDC and for BDBC to continue to be served by that team. In WYG's opinion there is no fundamental reason as to why a team based at, and working for, HDC cannot deliver this service for BDBC. We believe that, provided the appropriate changes are made, as described above, the optimal answer is to continue with one team; and there is no reason why HDC should not continue to host this arrangement (unless it is believed that this would make the changes, as recommended, incapable of implementation). That said, if there was a strong desire for change, it is possible for the recommended structure to be moved from HDC to BDBC.

We believe that there is scope for 'hot-desking' at BDBC offices and for those Waste & Recycling Officers covering the BDBC area to be based there, for say three days per week each. We suggest that team meetings could, with this new structure, be split into sessions so that one of the direct reports to the Waste & Recycling Officer could be freed up at various points in the meeting.

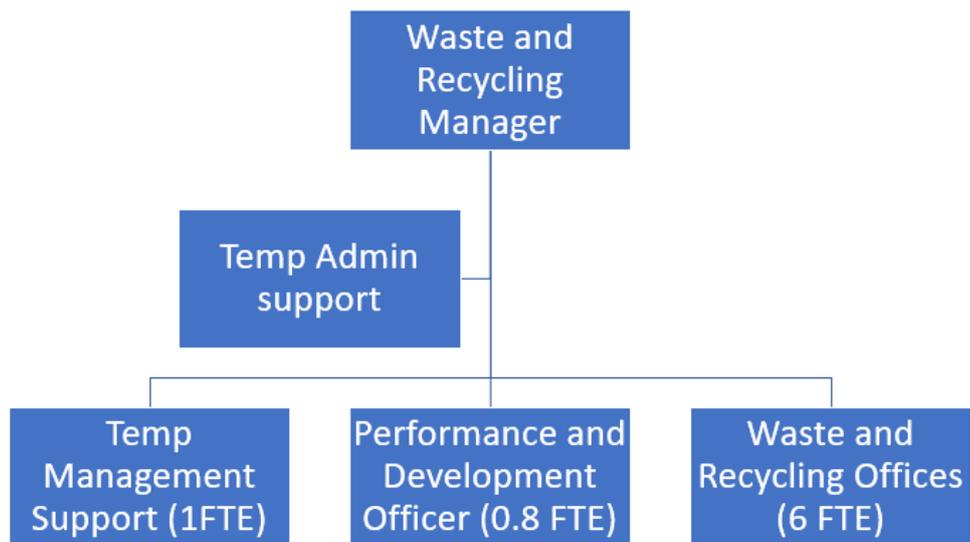
We believe that there should be cover at a senior level (Waste & Recycling Manager, Waste Service Manager, Performance & Development Officer, Admin Manager) plus at least two Waste & Recycling Officers during all of the hours that the contact centre is open. An additional consideration might be in relation to some presence during Bank Holidays on which the waste and recycling services are delivered.

Perhaps more importantly than the physical changes to the structure that we have recommended, we believe that the focus of the team needs to shift. We have noted that the failures in service are caused by the contractor not performing: and it is our contention that the client team is often too sympathetic to the contractor.

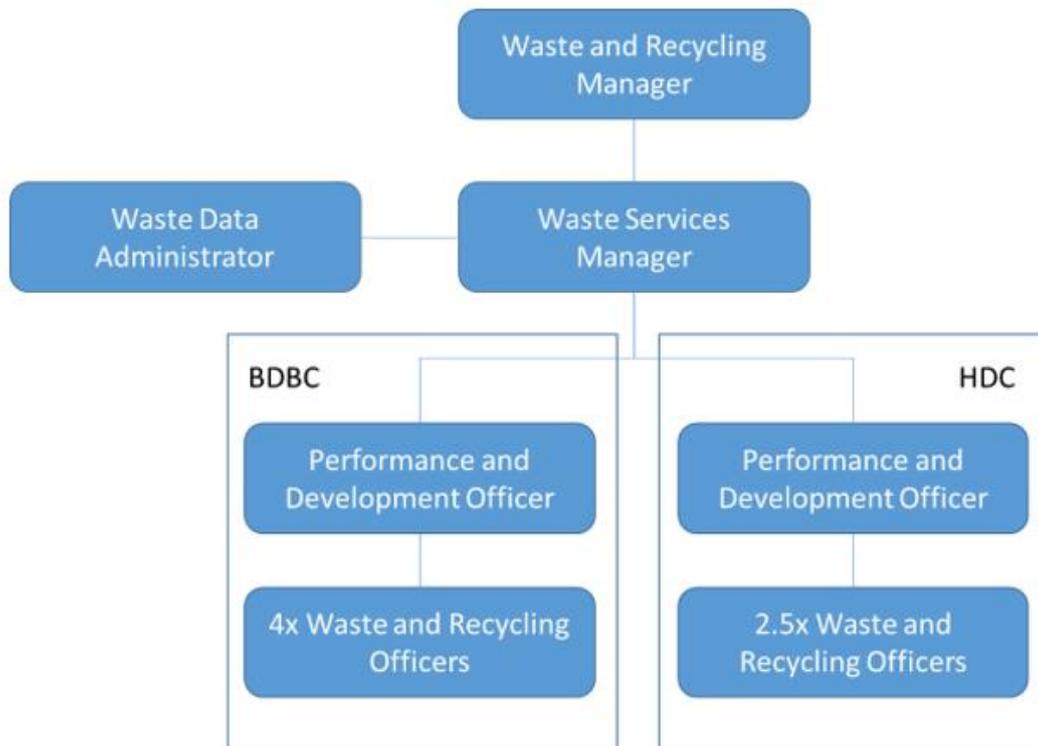
## Appendix D

### Current Structure and Original Proposed Structure created by Joint Governance Group

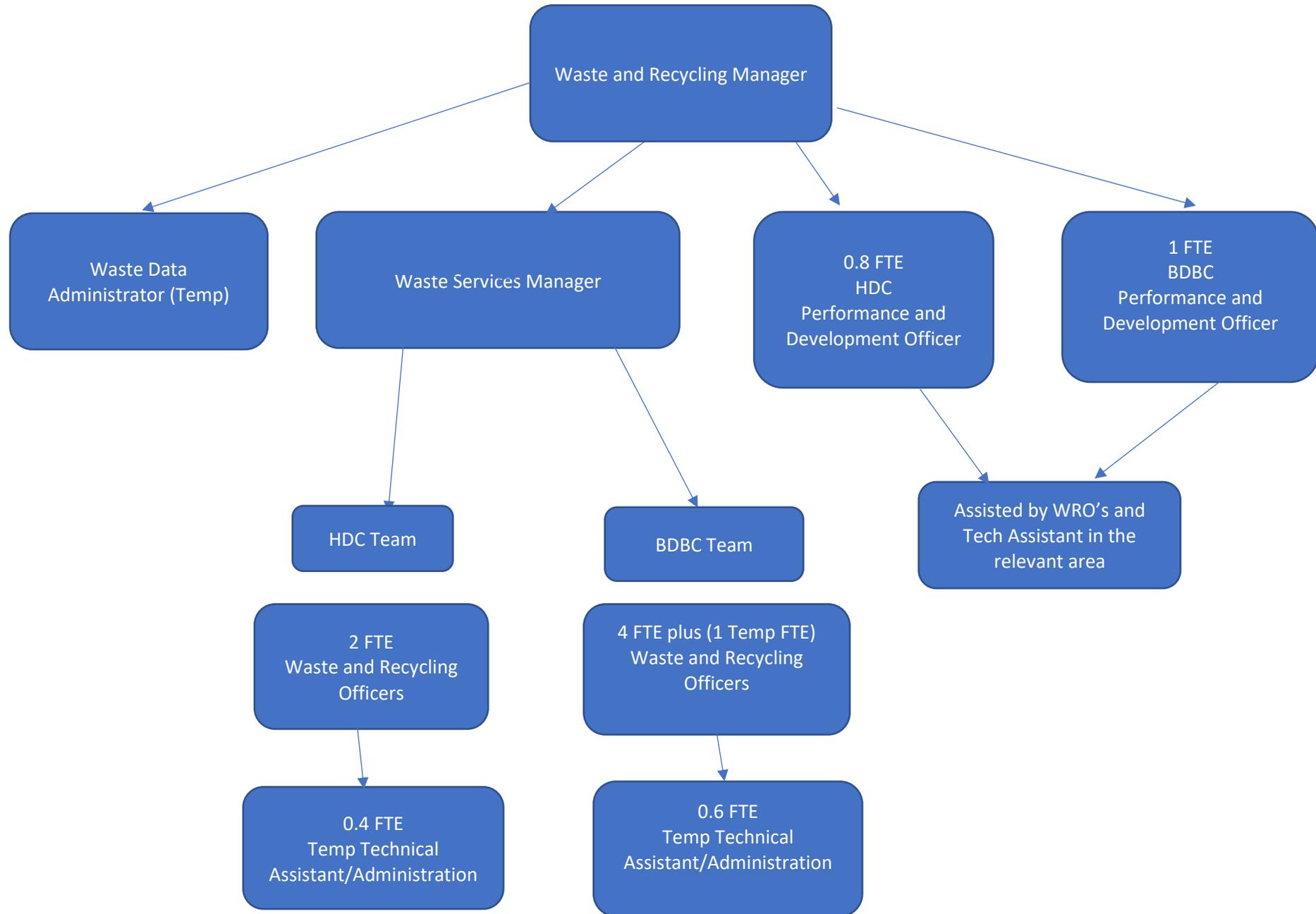
Current Structure – 7.8 FTE plus 2 temporary roles



**Proposed Structure agreed by JGG for consultation with Joint Waste Client Team (Oct 20) – 11.5 FTE**



Adopted structure for staff consultation (based on JWCT counter proposal) – (12.8 FTE (increase on BDBC side))



## Project Plan for transfer of Joint Waste Client Team

	Dates	Action
1	17 December 20	Consideration of proposal by Hart Staffing Committee.
2	18 <sup>th</sup> - 24 <sup>th</sup> December 20	Subject to Staffing Committee approval: Preparation of consultation letters and arrangement of consultation interviews (including consultation with Unison).
3	Early – Mid January 21	Commencement of staff consultation - HDC consultation interviews with all affected members of staff.
4	12 March	Initial consultation responses collated for feedback to Cabinet.
5	1 April	Cabinet considers the implications of the potential transfer of the Joint Waste Client Team
6	Early April	Formal confirmation to all affected staff members of the intended transition of staff to Basingstoke and Deane Borough Council and 1-1 meetings scheduled with affected staff.
7	Early May	Staff transfer to Basingstoke and Deane

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

Document is Exempt from Publication

**CABINET**

**DATE OF MEETING:** 1<sup>st</sup> APRIL 2021

**TITLE OF REPORT:** HOUSING SYSTEM PROCUREMENT

**Report of:** Head of Community Services

**Cabinet members:** Councillor Stuart Bailey,  
Portfolio Holder for Community

Councillor Simon Ambler  
Portfolio Holder for Digital

**1 PURPOSE OF REPORT**

- 1.1 To update Cabinet on the outcome of the procurement process undertaken to implement a new integrated housing advice software solution, and to seek approval to appoint the preferred supplier.
- 1.2 To request authority to draw down from housing earmarked reserves to fund the procurement of the new housing IT system.

**2 OFFICER RECOMMENDATION**

- 2.1 That Cabinet approve the award of the contract to the highest scoring supplier (Supplier A), following the detailed evaluation process that has taken place between December 2020 and February 2021 by the project evaluation team as set out in paragraph 4.5.
- 2.2 That Cabinet endorse the proposed initial contract term of 24 months for the new system, with the option to extend annually for a further 24 months, as laid out within the Crown Commercial Services G- Cloud 12 framework as set out in paragraph 3.4.
- 2.3 That Cabinet approve the use of earmarked reserves for the procurement of new housing IT system as set out in paragraph 5.2 & 5.3.
- 2.4 That Cabinet approves the officer recommendation to proceed with implementation as set out in paragraph 5.4.

**3 BACKGROUND**

- 3.1 The existing housing advice IT system currently being used by Hart District Council has been in place for approximately 15 years. This system provides residents, on the housing register, the opportunity to bid on homes as they become available, in accordance with the Councils current Allocations Policy.

The system also allows the Council to carry out Homelessness duties in accordance with Homelessness regulations.

The current system has limitations in functionality, particularly in terms of reporting. There will be IT integration issues in the future should we retain the existing system, that will in time, compromise system functionality.

- 3.2** Recognising these concerns, in line with the constitution and procurement regulations, the Council instituted a competitive procurement process.
- 3.3** The process began with a detailed exercise of soft market testing between June 2019 and July 2020. This included attending demonstrations, assessing innovations in the marketplace and discussing system provider software experiences with colleagues in other local authorities, in order to get a comprehensive understanding of what was available.
- 3.4** Having established the most appropriate specification, Hart District Council established that the Crown Commercial Service (CCS) 'G-Cloud 12' Framework and Digital Marketplace would offer the most cost-effective way (compliant with contract standing orders), to complete the procurement process. G Cloud 12 is the latest version of a government framework that helps customers in the UK public sector find and buy cloud computing services. Any G-Cloud 12 call-off will have an initial maximum duration of 24 months with two extension options of up to 12 months each and must be specified in the initial contract terms.
- 3.5** In December 2020 Hart District Council formally commenced a procurement for the supply and installation, of a fully managed and hosted integrated housing advice software solution, offering a full case management and resident self-service portal system to cover the Council's legal housing functions, which included: -
- Administration of the housing needs register for the district.
  - Advertising and allocating of social and affordable rented housing through a Choice Based Lettings system.
  - Provision of a homelessness advice service and administration of homelessness statutory duties in line with the Homelessness Reduction Act 2017 as amended.
  - Recording and reporting of data and sensitive information in relation to the above functions.
- 3.6** The system will effectively allow Hart District Council to carry out their legal functions, including administration of the housing needs register for the district, advertising and allocating of rented affordable housing through a Choice Based Lettings system, and the provision of a homelessness advice service and administration of homelessness statutory duties in line with the Homelessness Reduction Act 2017 as amended.
- 3.7** In line with CCS 'G-Cloud 12' guidance, the project evaluation team formulated a 'long list' call-off of potential suppliers and then created a short list based on the documentation provided within CCS 'G-Cloud 12' Digital Marketplace.

- 3.8 A list of six 'short listed' suppliers were selected based on whether they could supply all the required specification including: Housing Register, Choice Based Lettings and Homelessness.
- 3.9 To help with the evaluation of the short-listed supplier offerings via CCS 'G-Cloud 12' Digital Marketplace, each supplier was invited to respond to a 'Clarification Note' by completing a detailed specification document. An evaluation score sheet template (**Appendix 1**) was also provided outlining how the returned information within the specification document would be assessed by the Hart District Council evaluation team, to ensure suppliers met the essential requirements of the solution.
- 3.10 The evaluation team carried out a detailed evaluation of each service offering using the via CCS 'G-Cloud 12' scoring methodology. The team comprised experts from Housing, IT, and Procurement.

**4 CONSIDERATIONS**

- 4.1 The current housing IT system requires considerable upgrades, giving officers limited functionality, particularly in terms of reporting. Continued long term use is not viable, as it is no longer supported by the provider. The current annual charges are no longer value for money.
- 4.2 A new system would offer an improved digital experience for residents and staff. Several key functions will be automated, and the resident will hold a personal account, where they are able to check the status of their housing application, giving increased knowledge, control and accountability. A number of paper-based processes will be replaced or streamlined, making for a more efficient and user-friendly service.
- 4.3 The Customer Portal will allow residents to have more control over uploading their own supporting evidence and correspondence directly to the system. The website and all online forms provided by the new supplier will be fully responsive so can be used with any mobile or tablet device. A mobile 'app' is also available for both Android or Apple devices, therefore providing residents with more choice on how to access the system.

**5 FINANCIAL AND RESOURCE IMPLICATIONS**

5.1

Is the proposal identified in the Service Plan?	Yes
Is the proposal being funded from current budgets?	Yes
Have staffing resources already been identified and set aside for this proposal?	Yes

- 5.2 The procurement proposal is within the Service Plan. Previous years earmarked reserves were set aside to assist with the upfront costs for the procurement of the IT system as laid out in **Confidential Appendix 2 Table 2 & Table 3.**

- 5.3 On system go-live, over a 48-month contract, there will be savings made to Housing IT system costs as laid out in **Confidential Appendix 2 Table 5**
- 5.4 Staffing resources have been identified and an implementation plan has been produced. This will be further developed on completion of the award of the new contract, but the key target dates are set out in the table below:

Key implementation timelines	
April 2021	Contract Award Letter Issued
July 2021	New system ready for testing by Council
September 2021	New system complete
September 2021	Staff Training
October 2021	System go-live

- 5.5 The outcome of the procurement exercise shows one clear preferred supplier, based on a combined assessment of cost and quality. The evaluation team is agreed that Supplier A should be awarded the contract as laid out in **Confidential Appendix 2 – Table 1.**
- 5.6 The total life costs of the contract represent a significant investor save over both the existing contract's annual costs and of alternative suppliers evaluated in the procurement process as laid out in **Confidential Appendix 2 – Table 4.**

## 6 ACTION

- 6.1 That Cabinet approve the award of the contract to the highest scoring Supplier A, following the detailed evaluation process that has taken place between December 2020 and February 2021 by the project evaluation team.
- 6.2 That Cabinet note that the proposed initial contract term of two years for the new system, with the option to extend annually for a further two years.
- 6.3 That Cabinet approves the use of ear-marked reserves to fund this project.

### Contact Details:

Guy Clayton - Housing Projects Officer e-mail: [guy.clayton@hart.gov.uk](mailto:guy.clayton@hart.gov.uk)

### Appendices / Confidential Appendices

**Appendix 1 - Hart District Council evaluation template for procurement of Housing Register, Choice Based Lettings & Homelessness Module.**

### **Confidential Appendix 2: -**

**Table 1 - Housing system re-procurement shortlisted supplier quality and cost evaluation score summary.**

**Table 2 - Four-year costing comparison of Supplier A vs Current System**

**Table 3 - Requested Earmarked Reserves**

**Table 4 - 4 Year Annual Costing Comparison of Supplier A vs Current System**

**Table 5 - Net Cost Savings over 4 years**

## APPENDIX 1



### Hart District Council evaluation template for procurement of Housing Register, Choice Based Lettings & Homelessness Module.

This evaluation template is provided in conjunction with the specification document. The returned information within the specification document will first be assessed by the Hart District Council evaluation team to ensure suppliers meet the essential requirements of the solution.

The evaluation team will then carry out an evaluation of each service offering using the scoring method as outlined in table below. The quality criteria will be assessed based on the returned specification document, clarification detail and the documentation provided within G-cloud.

The contract, if awarded, will be awarded, based on the following criteria.

Criteria		Score
<b>Price</b> The percent share will be given the maximum score available. Other scores will then be calculated as a proportion of this based on the formula below. (Lowest price / Price of next quote to be considered)		<b>30%</b>
<b>Quality</b> (which is scored on against the sub-criteria below):		<b>70%</b>
Section 1	Integration, Security, Audit & Data Protection, Passwords.	10%
Section 2	Requirements Applicable to all Modules.	10%
Section 3	Housing Register.	10%
Section 4	Choice Based Lettings.	10%
Section 5	Homelessness Casework Management.	10%
Section 6	Training, Support & Quality Management.	10%
Section 7	Implementation.	10%

Each section in the Quality criteria will be scored by the evaluation team using the following template:

<b>Descriptor</b>	<b>Mark awarded</b>
The Supplier's Service Offering (Service Definition, Terms and Conditions, and Supporting Documentation) provides information of such a poor standard as to provide no confidence that the service meets the requirements.	0
The Supplier's Service Offering (Service Definition, Terms and Conditions, and Supporting Documentation) provides little confidence that the Service meets the requirements. The response shows many or all of the issues listed at mark awards 2.	1
<p>The Supplier's Service Offering (Service Definition, Terms and Conditions, and Supporting Documentation) demonstrates some clear strengths but giving some concern, because some of the following apply:</p> <ul style="list-style-type: none"> <li>• The approach described appears to only partially meet the requirement; and/ or</li> <li>• The approach described appears not to deliver expected levels of (as appropriate) functionality, performance, environmental performance, outcome, ease of use or other relevant characteristics; and/or</li> <li>• The approach does not reflect accepted good practice; and/or</li> <li>• The response is insufficiently specific; and/ or</li> <li>• The supporting documents are of insufficient quality, depth or relevance.</li> </ul>	2
The Supplier's Service Offering (Service Definition, Terms and Conditions, and Supporting Documentation) demonstrates degree of weakness but where the weakness does not cause fundamental concerns and is outweighed by the strengths.	3
<p>A good Service Offering (Service Definition, Terms and Conditions, and Supporting Documentation) where the strengths clearly outweigh any minor weakness(es), and the majority of aspects below apply:</p> <ul style="list-style-type: none"> <li>• The approach described fully meets the requirement</li> <li>• The approach reflects accepted good practice</li> <li>• The response is specifically meets our organisational requirements and, where relevant, to the organisations specific circumstances</li> <li>• The approach offers good levels of (as appropriate) functionality, performance, environmental performance, outcomes, ease of use and other relevant characteristics; and</li> <li>• The supporting documents are of good quality, relevant and of sufficient depth.</li> </ul>	4
A robust and fully comprehensive Service Offering (Service Definition, Terms and Conditions, and supporting Documentation) with all relevant bullet points from a mark of 4 applying.	5

**Shortlisted Supplier TEMPLATE**

**Section 1 - Integration, Security, Audit & Data Protection, Passwords**

The following quality criteria will be assessed based on the returned specification document, clarification detail and the documentation provided within The Supplier's Service Offering on G-cloud 12

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
1. Integration				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
2. Audit & Security Requirements				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
3. Data Protection				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
4. Passwords				

**Section 2 - Requirements Applicable to all Modules**

The following quality criteria will be assessed based on the returned specification document, clarification detail and the documentation provided within The Supplier's Service Offering on G-cloud 12

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
5. Reporting				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
6. Document & Information Storage and Management				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
7. Customer Portal				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
8. Letter Generating and Editing				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
9. Additional general requirements				

### Section 3 - Housing Register

The following quality criteria will be assessed based on the returned specification document, clarification detail and the documentation provided within The Supplier's Service Offering on G-cloud 12

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
10. Online Applications				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
11. Application Renewals				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
12. Management of Housing Register Applications				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
13. Housing Register Workflow Requirements				

**Section 4 - Choice Based Lettings**

The following quality criteria will be assessed based on the returned specification document, clarification detail and the documentation provided within The Supplier's Service Offering on G-cloud 12

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
14. General Requirements				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
15. Advertising				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
16. Shortlisting and Allocation Requirements				

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**Section 5 - Homelessness Casework Management**

The following quality criteria will be assessed based on the returned specification document, clarification detail and the documentation provided within The Supplier's Service Offering on G-cloud 12

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
17. General Requirements				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
18. Homelessness Casework Management Workflow Requirements				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
19. Homelessness Casework Management Statutory Recording Requirements				

### Section 6 - Training, Support & Quality Management

The following quality criteria will be assessed based on the returned specification document, clarification detail and the documentation provided within The Supplier's Service Offering on G-cloud 12

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
20. Training				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
21. Support				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
22. Quality Management				

### Section 7 - Implementation

The following quality criteria will be assessed based on the returned specification document, clarification detail and the documentation provided within The Supplier's Service Offering on G-cloud 12

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
23. Implementation Timetable & Consultancy				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
24. ICT Evaluation				

Service Offering	Score	Areas of particular strengths	Areas of particular weaknesses	Rational
25. Technical Requirements				

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

Document is Exempt from Publication

## **CABINET**

**DATE OF MEETING:** 1 April 2021

**TITLE OF REPORT:** FROGMORE DAY CARE CENTRE

**Report of:** Head of Corporate Services

**Cabinet Member:** Councillor James Radley, Deputy Leader and Finance

### **1 PURPOSE OF REPORT**

1.1 To inform Cabinet of an urgent decision taken to seek surrender of the existing lease for Frogmore Day Care Centre.

### **2 OFFICER RECOMMENDATION**

2.1 That Cabinet note the urgent decision taken to seek surrender of the existing lease for Frogmore Day Care Centre.

### **3 BACKGROUND**

3.1 Members will recall that Hart District Council entered into a 99 year lease with Hampshire County Council for land adjacent to Frogmore Comprehensive School for the provision of leisure facilities and a day care facility

3.2 Since the Council completed construction in early 2000, Frogmore Day Care Centre has been occupied by the Frogmore Day Care Centre Trust (FDCCT) on a 25 year Lease from 21<sup>st</sup> September 2000, with a Lease expiry date of 31 March 2025.

3.3 On 30 January 2020, prior to the impacts of Covid-19 representatives of FDCCT informed the Council of their intention to wind up the operation and Charity due to financial constraints deeming the provision by the Trust at the centre as unviable. The centre closed on 31<sup>st</sup> March 2020.

3.4 The existing Lease only permitted a Tenant only break option on 21 September 2021, with a requirement for six months' notice of the intention to use that break clause i.e. 21 March 2021.

3.5 Additionally there have been a range of complicating factors including issues associated with the number of surviving Trustees, and the legal ability to seek a formal surrender of the lease, however, our Legal Team has been working alongside their legal advisors to seek to bring this matter to a satisfactory resolution.

3.6 Whilst Frogmore Dare Care Centre Trust has now lodged a letter formally confirming their intention to use the break clause, to seek to bring matters to a close before September, both parties have separately agreed to a deed of surrender, which must now be lodged with the Land Registry.

- 3.7 Once the Council has formally taken possession of the Frogmore Day Care Centre site, its future use will be considered by Cabinet in accordance with the Councils Contract Standing Orders. It is key to note that there has been a range of charitable and public sector organisations who have expressed interest in these premises, even prior to any formal tendering or marketing.

#### **4 REASON FOR URGENT DECISION**

- 4.1 In accordance with the Constitution, the Council can take decisions, outside of the budget or policy framework if the decision is a matter of urgency. Such decisions may only be taken if it is not practicable to convene a quorate meeting of the full Council and if the chairman of Overview and Scrutiny Committee agrees that the decision is urgent.
- 4.2 In this case, there was a clear advantage for the Frogmore Day Care Centre Trust and to Hart District Council to resolve the outstanding lease issues.
- 4.3 The Portfolio Holder and Chairman of Overview and Scrutiny considered and discussed the request and formal notification of agreement to the urgent decision was received around midday on Thursday 18<sup>th</sup> March, the Legal Team were duly advised to action the Deed of Surrender and lodge it with the Land Registry.

#### **5 BUDGETARY IMPACT**

- 5.1 There are no direct costs associated with this decision, nor impacts to equalities, crime and disorder or climate change.

#### **6 NEXT STEPS**

- 6.1 Consideration of the future of the Frogmore Day Care Centre and the budgetary impact of this, will be subject to a future Cabinet report for consideration.

**Contact Details: Patricia Hughes [patricia.hughes@hart.gov.uk](mailto:patricia.hughes@hart.gov.uk)**

#### **Appendices**

Appendix 1 – Urgent Executive Decision Form



Chief Executive  
Civic Offices  
Harlington Way  
Fleet  
Hampshire  
GU51 4AE

## URGENT EXECUTIVE DECISION BY JOINT CHIEF EXECUTIVE

**REPORT TITLE:** Frogmore Day Care Centre:

**PORTFOLIO:** Corporate

**DELEGATED POWER:** Constitution delegated power 263: Urgent Decisions

**KEY DECISION:** NO

### PROPOSED DECISION

To seek the surrender of lease with Frogmore Day Care Centre Trust, and for that surrender to be registered with the Land Registry

**PAPER ATTACHED** NO

### REASON FOR DECISION

Frogmore Day Care Centre Trust formally wound up their operations before the onset of the Covid pandemic

They have served notice of their intention to use the 'tenant only break clause' which would enable the Council to gain possession of the site from the 21<sup>st</sup> September. However, Frogmore Day Care Centre Trust has also agreed a Deed of Surrender which if completed and registered with the Land Registry, would bring the Centre back into the possession of the Council before September, enabling the consideration of its alternative use – as we exit lockdown - quicker

### ALTERNATIVE OPTIONS CONSIDERED AND REJECTED WHEN THIS DECISION WAS MADE

The alternative considered was to not agree the Deed of Surrender and simply allow the 'tenant only break clause' to proceed. The Council would not be able to gain possession until towards the end of September and it is likely in such circumstances, that with the need to seek alternative uses and Cabinet to consider these, the Centre would not come back into use until 2022 at the earliest.

**WHO HAS BEEN CONSULTED?**

Portfolio Holder for Finance and Corporate Services, The Chairman of Overview and Scrutiny
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Monitoring Officer, S151 Officer
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**HAS ANY CONFLICT OF INTEREST BEEN  
DECLARED BY AN EXECUTIVE MEMBER**

**NO**

**RESOURCE/ RISK/ CRIME AND DISORDER IMPLICATIONS:**

No financial issues directly associated with this decision
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**BACKGROUND PAPERS**

	<b>Date:</b>	<b>Signed:</b>
<b>CABINET MEMBER:</b>	18 <sup>th</sup> March 2021	<i>James Radley</i>
<b>CHAIRMAN OF OVERVIEW AND SCRUTINY</b>	18 <sup>th</sup> March 2021	<i>Jane Worlock</i>
<b>S 151 OFFICER (Head of Finance)</b>	18 <sup>th</sup> March 2021	<i>Emma Foy</i>
<b>Monitoring Officer</b>	18 <sup>th</sup> March 2021	<i>Daryl Phillips</i>

**CABINET**

**KEY DECISIONS/ WORK PROGRAMME, AND EXECUTIVE DECISIONS MADE**

**April 2021**

Cabinet is required to publish its Key Decisions and forward work programme to inform the public of issues on which it intends to make policy or decisions. The Overview and Scrutiny Committee also notes the Programme, which is subject to regular revision.

<b>Report Title</b>	<b>Date item agreed for report</b>	<b>Outline/Reason for Report/Comments</b>	<b>Original Due Date</b>	<b>Revised Due Date</b>	<b>Key Decision Y? Note 1</b>	<b>Cabinet Member (Note 2)</b>	<b>Service (Note 3)</b>	<b>* This item may contain Exempt Information</b>
Consideration of the arrangement for the future Client Management function for the Waste Contract	Apr 21	Further to a report to Staffing Committee to consider the arrangements for the Client Management function for the Waste Contract shared with Basingstoke and Deane Borough Council	Apr 21		Y	AO	TS	
Housing Re-Procurement	Sep 20	To inform Cabinet of new software to manage the allocations, choice-based lettings, housing options and homelessness aspects of Housing Services	Mar 21	Apr 21	Y	SB	H	Y
Climate Change Working Group	Mar 21	To update on the action plan of the Working Group.	Apr 21			AO	TS	

Report Title	Date item agreed for report	Outline/Reason for Report/Comments	Original Due Date	Revised Due Date	Key Decision Y? Note 1	Cabinet Member (Note 2)	Service (Note 3)	* This item may contain Exempt Information
Service Plans	Annual	Post consideration by Overview & Scrutiny Committee, agree the 2021/22 Service Plans	Apr 21			DN	All	
Equality Objectives 2021-2023	Mar 21	Post consideration by Overview & Scrutiny of Hart's equality objectives for 2021-2023	Apr 21			SB	CS	
Frogmore Day Care Centre	Jan 21	To update Cabinet on the position.	Jan 21	Apr 21		JR	F	
Regulatory Services Enforcement Policy	Apr 21	Post consideration by Overview & Scrutiny Committee, to consider the adoption of an enforcement policy as recommended by the Government	Jun 21			SK	P	
Car Boot Sales	Sep 20	To update Cabinet on car boot sales	Jan 21	Jun 21		RQ	JCX	
Debt Recovery Policy	Nov 20	Post consideration by Overview & Scrutiny to update Cabinet on the Debt Recovery policy	Jun 21			JR	F	

Report Title	Date item agreed for report	Outline/Reason for Report/Comments	Original Due Date	Revised Due Date	Key Decision Y? Note 1	Cabinet Member (Note 2)	Service (Note 3)	* This item may contain Exempt Information
Outside Bodies	Annual	Post consideration by Overview & Scrutiny of the effectiveness of the Council's involvement with outside bodies	Jun 21			DN	JCX	
Corporate Vehicle for Property Holding Purposes: Business Plan	Mar 21	Post consideration by Overview & Scrutiny Committee, to consider the business plan for the Corporate Property Holding Company	Jun 21			JR	F	
Budget Monitoring	Quarterly	Post consideration by Overview & Scrutiny Committee, to consider a report on Quarterly Budget Monitoring	Jun 21 Sep 21 Dec 21			JR	F	
Shared Licensing Service	Mar 21	Approval required for new deed for the shared Licensing Service with Basingstoke and Deane which expires July 21	Jul 21			SK	P	
Food and Health and Safety Service Plan	Annual	Recommend to Council that the annual Food Safety Plan be adopted	Jul 21			SK	P	

Report Title	Date item agreed for report	Outline/Reason for Report/Comments	Original Due Date	Revised Due Date	Key Decision Y? Note 1	Cabinet Member (Note 2)	Service (Note 3)	* This item may contain Exempt Information
Revenue and Capital Outturn 2020/2021	Annual	Post consideration by Overview & Scrutiny Committee, to consider the Annual report on outturn	Aug 21			JR	F	
Treasury Management 2020/2021 (Annual Report)	Annual	Post consideration by Overview & Scrutiny Committee, to consider the Annual report on Treasury Management Activities 2020/21	Aug 21			JR	F	
Treasury Management 2021/22 (Half Year Report)	Annual	Post consideration by Overview & Scrutiny Committee, to consider a Half Year review report on Treasury Management Strategy 2020/21	Dec 21			JR	F	
Budget and Medium Term Financial Strategy	Annual	To give an early consideration of the emerging budget for 2021/22 and the MTFS	Dec 21			JR	F	
Draft 2021/22 Revenue Budget, Capital Programme and Council Tax Proposals	Annual	Post consideration by Overview & Scrutiny Committee, to agree to recommend to Council the 2021/22 Revenue Budget, Capital Programme and Council Tax Proposals	Feb 21			JR	F	

Report Title	Date item agreed for report	Outline/Reason for Report/Comments	Original Due Date	Revised Due Date	Key Decision Y? Note 1	Cabinet Member (Note 2)	Service (Note 3)	* This item may contain Exempt Information
Draft 2021/22 Capital Strategy, Treasury Management Strategy Statement and Asset Management Plan	Annual	Post consideration by Overview & Scrutiny Committee, to agree to recommend to Council the 2021/22 draft Capital Strategy, the 2021/22 Treasury Management Strategy Statement and Asset Management Plan	Feb 21			JR	F	

**Note 1**

A “key decision” means an executive decision which, is likely to -

- a) result in Council incurring expenditure or the making of savings which amount to £30,000 or 25% (whichever is the larger) of the budget for the service or function to which the decision relates; or
- b) be significant in terms of its effects on communities living or working in an area comprising two or more wards within the area of the district of Hart.

**Note 2****Cabinet Members**

DN Leader  
SK Regulatory

SA Digital  
AO Environment

RQ Commercialisation (Cn)  
JR Finance and Corporate  
Services

SB Community (Cy)  
GC Place

**Note 3**

**Service:**

JCX	Joint Chief Executive	CS	Corporate Services	P	Place Services
CSF	Community Safety	PP	Planning Policy	TS	Environmental & Technical Services
F	Finance	H	Community Services		
SLS	Shared Legal Services	MO	Monitoring Officer		

**Note 4**

\* **This item may contain Exempt Information** - Regulation 5 of the Local Authority (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012

**EXECUTIVE DECISIONS**

18/03/21	Cllr Radley	Frogmore Day Care Centre	

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

Document is Exempt from Publication