

Public Document Pack



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25 October 2019

Dear Councillor

NOTICE IS HEREBY GIVEN THAT a meeting of the **CABINET** will be held at these offices (Council Chamber) on Monday 4 November 2019 at 11.00 am when the following business will be transacted.

Members of the public who require further information are asked to contact Kate Batty-Smith on (01304) 872303 or by e-mail at democraticservices@dover.gov.uk.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Nicky', written over a white background.

Chief Executive

Cabinet Membership:

T J Bartlett	Portfolio Holder for Environment and Commercial Services
S S Chandler	Deputy Leader of the Council and Portfolio Holder for Housing and Health
N J Collor	Portfolio Holder for Transport and Licensing
M J Holloway	Portfolio Holder for Community and Tourism
N S Kenton	Portfolio Holder for Planning and Regulatory Services
S C Manion	Portfolio Holder for Finance and Governance

AGENDA

1 **APOLOGIES**

To receive any apologies for absence.

2 **DECLARATIONS OF INTEREST** (Page 5)

To receive any declarations of interest from Members in respect of business to be transacted on the agenda.

3 **RECORD OF DECISIONS** (Pages 6-13)

The Decisions of the meeting of the Cabinet held on 7 October 2019 numbered CAB 62 to CAB 72 (inclusive) are attached.

4 **ISSUES ARISING FROM OVERVIEW AND SCRUTINY OR OTHER COMMITTEES**

To consider any issues arising from Overview and Scrutiny or other Committees not specifically detailed elsewhere on the agenda.

- a Local Government (Miscellaneous Provisions) Act 1976: Request for Increase in Hackney Carriage Fares (Page 14)

To consider the attached recommendations of the Overview and Scrutiny Committee.

- b Shared Ownership Sales Policy (Page 15)

To consider the attached recommendations of the Overview and Scrutiny Committee.

- c St James's Church, Woolcomber Street, Dover (Page 16)

To consider the attached recommendations of the Overview and Scrutiny Committee.

- d Review of Appointments to Outside Bodies (Page 17)

To consider the attached recommendations of the Overview and Scrutiny Committee.

- e Kearsney Parks - Cafe Provision (Page 18)

To consider the attached recommendations of the Overview and Scrutiny Committee.

EXECUTIVE - KEY DECISIONS

5 **'NO USE EMPTY' PROPERTY INITIATIVE TOP-UP LOAN AGREEMENT** (Pages 19-54)

To consider the attached report of the Head of Regulatory Services.

Responsibility: Portfolio Holder for Planning and Regulatory Services

6 **TOURISM AND VISITOR ECONOMY STRATEGY** (Pages 55-91)

To consider the attached report of the Head of Inward Investment.

Responsibility: Portfolio Holder for Community and Tourism

7 **CLIMATE CHANGE EMERGENCY** (Pages 92-101)

To consider the attached report of the Strategic Director (Operations and

Commercial).

Responsibility: Portfolio Holder for Environment and Commercial Services

EXECUTIVE - NON-KEY DECISIONS

8 **PERFORMANCE REPORT - SECOND QUARTER 2019/20**

To consider the report of the Chief Executive (to follow).

Responsibility: Portfolio Holder for Finance and Governance

9 **EXCLUSION OF THE PRESS AND PUBLIC** (Page 102)

The recommendation is attached.

MATTERS WHICH THE MANAGEMENT TEAM SUGGESTS SHOULD BE CONSIDERED IN PRIVATE AS THE REPORT CONTAINS EXEMPT INFORMATION AS DEFINED WITHIN PART 1 OF SCHEDULE 12A OF THE LOCAL GOVERNMENT ACT 1972 AS INDICATED AND IN RESPECT OF WHICH THE PROPER OFFICER CONSIDERS THAT THE PUBLIC INTEREST IN MAINTAINING THE EXEMPTION OUTWEIGHS THE PUBLIC INTEREST IN DISCLOSING THE INFORMATION

EXECUTIVE - KEY DECISIONS

10 **PURCHASE OF PROPERTIES FOR INTERIM HOUSING - NOAH'S ARK ROAD, DOVER** (Pages 103-105)

To consider the attached report of the Head of Finance and Housing.

Responsibility: Portfolio Holder for Housing and Health

11 **DEMOLITION OF FORMER DOVER LEISURE CENTRE** (Pages 106-128)

To consider the attached report of the Strategic Director (Operations and Commercial).

Responsibility: Portfolio Holder for Environment and Commercial Services

12 **WHITFIELD URBAN EXPANSION PHASE 1A - AFFORDABLE HOUSING DELIVERY** (Pages 129-133)

To consider the attached report of the Head of Finance and Housing.

Responsibility: Portfolio Holder for Housing and Health

13 **BUS RAPID TRANSIT PROJECT UPDATE** (Pages 134-186)

To consider the attached report of the Strategic Director (Operations and Commercial).

Responsibility: Portfolio Holder for Transport and Licensing

Access to Meetings and Information

- Members of the public are welcome to attend meetings of the Council, its Committees and Sub-Committees. You may remain present throughout them except during the consideration of exempt or confidential information.
- All meetings are held at the Council Offices, Whitfield unless otherwise indicated on the front page of the agenda. There is disabled access via the Council Chamber entrance and a disabled toilet is available in the foyer. In addition, there is a PA system and hearing loop within the Council Chamber.
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Large print copies of this agenda can be supplied on request.

Declarations of Interest

Disclosable Pecuniary Interest (DPI)

Where a Member has a new or registered DPI in a matter under consideration they must disclose that they have an interest and, unless the Monitoring Officer has agreed in advance that the DPI is a 'Sensitive Interest', explain the nature of that interest at the meeting. The Member must withdraw from the meeting at the commencement of the consideration of any matter in which they have declared a DPI and must not participate in any discussion of, or vote taken on, the matter unless they have been granted a dispensation permitting them to do so. If during the consideration of any item a Member becomes aware that they have a DPI in the matter they should declare the interest immediately and, subject to any dispensations, withdraw from the meeting.

Other Significant Interest (OSI)

Where a Member is declaring an OSI they must also disclose the interest and explain the nature of the interest at the meeting. The Member must withdraw from the meeting at the commencement of the consideration of any matter in which they have declared a OSI and must not participate in any discussion of, or vote taken on, the matter unless they have been granted a dispensation to do so or the meeting is one at which members of the public are permitted to speak for the purpose of making representations, answering questions or giving evidence relating to the matter. In the latter case, the Member may only participate on the same basis as a member of the public and cannot participate in any discussion of, or vote taken on, the matter and must withdraw from the meeting in accordance with the Council's procedure rules.

Voluntary Announcement of Other Interests (VAOI)

Where a Member does not have either a DPI or OSI but is of the opinion that for transparency reasons alone s/he should make an announcement in respect of a matter under consideration, they can make a VAOI. A Member declaring a VAOI may still remain at the meeting and vote on the matter under consideration.

Note to the Code:

Situations in which a Member may wish to make a VAOI include membership of outside bodies that have made representations on agenda items; where a Member knows a person involved, but does not have a close association with that person; or where an item would affect the well-being of a Member, relative, close associate, employer, etc. but not his/her financial position. It should be emphasised that an effect on the financial position of a Member, relative, close associate, employer, etc OR an application made by a Member, relative, close associate, employer, etc would both probably constitute either an OSI or in some cases a DPI.

Record of the decisions of the meeting of the **CABINET** held at the Council Offices, Whitfield on Monday, 7 October 2019 at 11.00 am.

Present:

Chairman: Councillor K E Morris

Councillors: T J Bartlett
S S Chandler
N J Collor
M J Holloway
N S Kenton
S C Manion

Also Present: Councillor S H Beer
Councillor E A Biggs
Councillor P M Brivio
Councillor M D Conolly
Councillor S J Jones
Councillor P D Jull
Councillor K Mills

Officers: Chief Executive
Strategic Director (Corporate Resources)
Strategic Director (Operations and Commercial)
Head of Assets and Building Control
Head of Commercial Services
Head of Finance and Housing
Head of Governance
Head of Regulatory Services
Housing Development Manager
Licensing Team Leader
Democratic Services Officer

The formal decisions of the executive are detailed in the following schedule.

Record of Decisions: Executive Functions

Decision Status	Record of Decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
CAB 62 7.10.19 Open Key Decisions No Call-in to apply Yes Implementation Date 15 October 2019	<u>APOLOGIES</u> There were no apologies for absence.	None.	To note any apologies for absence.	
Decision Status	Record of Decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
CAB 63 7.10.19 Open Key Decisions No Call-in to apply Yes Implementation Date 15 October 2019	<u>DECLARATIONS OF INTEREST</u> There were no declarations of interest.	None.	To note any declarations of interest.	

Decision Status	Record of Decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
<p>CAB 64 7.10.19 Open</p> <p>Key Decisions No</p> <p>Call-in to apply Yes</p> <p>Implementation Date 15 October 2019</p>	<p><u>RECORD OF DECISIONS</u></p> <p>It was agreed that the decisions of the meetings of the Cabinet held on 1 July and 2 September 2019, as detailed in decision numbers CAB 18 to CAB 31 and CAB 50 to CAB 61 respectively, be approved as correct records and signed by the Chairman.</p>	<p>None.</p>	<p>Cabinet is required to approve the Records of Decisions of the Cabinet meetings held on 1 July and 2 September 2019.</p>	
Decision Status	Record of Decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
<p>CAB 65 7.10.19 Open</p> <p>Key Decisions No</p> <p>Call-in to apply Yes</p> <p>Implementation Date 15 October 2019</p>	<p><u>LOCAL PLAN HOUSING POLICIES</u></p> <p>It was agreed that the Overview and Scrutiny Committee's recommendation, made at its meeting held on 9 September 2019 (Minute No 23), be approved as follows:</p> <p style="padding-left: 40px;">That provision for executive housing be addressed via the self and custom-build housing policy.</p>	<p>None.</p>	<p>At its meeting held on 9 September 2019, the Overview and Scrutiny Committee made a recommendation to Cabinet concerning executive housing and how it is addressed within the Local Plan.</p>	
Decision Status	Record of Decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or

<p>CAB 66 7.10.19 Open</p> <p>Key Decisions No</p> <p>Call-in to apply Yes</p> <p>Implementation Date 15 October 2019</p>	<p><u>TENANT ENGAGEMENT ON WITHDRAWAL FROM EAST KENT HOUSING ARM'S-LENGTH MANAGEMENT ORGANISATION</u></p> <p>It was agreed:</p> <p>(a) That the Overview and Scrutiny Committee's endorsement of Cabinet decision CAB 60, made at its meeting held on 9 September 2019 (Minute No 27), be acknowledged.</p> <p>(b) That Cabinet decision CAB 60 be reaffirmed.</p>	<p>None.</p>	<p>The Overview and Scrutiny Committee, at its meeting held on 9 September 2019, endorsed Cabinet decision CAB 60 of 2 September 2019.</p>	<p>consultees (if any)</p>
<p>Decision Status</p>	<p>Record of Decision</p>	<p>Alternative options considered and rejected (if any)</p>	<p>Reasons for Decision</p>	<p>Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)</p>
<p>CAB 67 7.10.19 Open</p> <p>Key Decisions Yes</p> <p>Call-in to apply Yes</p> <p>Implementation Date 15 October 2019</p>	<p><u>LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976: REQUEST FOR INCREASE IN HACKNEY CARRIAGE FARES</u></p> <p>It was agreed that the table of revised fares proposed by the Dover Federation of Licensed Taxi Operators should not be approved.</p>	<p>None.</p>	<p>The setting of maximum fare levels is a statutory function of the District Council under Section 65 of the Local Government (Miscellaneous Provisions) Act 1976.</p> <p>The Council has received proposals for a revised table of fares from the Dover Federation</p>	

			of Licensed Taxi Operators. This was the subject of public consultation in June/July, and Cabinet is now required to decide whether to adopt the revised fares.	
Decision Status	Record of Decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
CAB 68 7.10.19 Open Key Decisions No Call-in to apply Yes Implementation Date 15 October 2019	<u>SHARED OWNERSHIP SALES POLICY</u> It was agreed: (a) That the proposed Shared Ownership Sales Policy be approved. (b) That the Head of Finance and Housing, in consultation with the Portfolio Holder for Housing and Health, be authorised to undertake any necessary minor amendments to the policy prior to the formal review date.	None.	The Council acquired three shared ownership properties in June 2019 and a further 29 are currently being built. The Council has no shared ownership policy in place to direct the sales process, and it is recommended that a policy is adopted to ensure that legal, funding and regulatory requirements are met.	
Decision Status	Record of Decision	Alternative options considered and	Reasons for Decision	Conflicts of interest (if any) declared by

		rejected (if any)		decision maker(s) or consultees (if any)
<p>CAB 69 7.10.19 Open</p> <p>Key Decisions No</p> <p>Call-in to apply Yes</p> <p>Implementation Date 15 October 2019</p>	<p><u>ST JAMES'S CHURCH, WOOLCOMBER STREET, DOVER</u></p> <p>It was agreed:</p> <p>(a) That a project to undertake essential works to safeguard the structure of St James's Church in the short to medium-term, and which allows the former leisure centre to be demolished, be approved.</p> <p>(b) That the Strategic Director (Operations and Commercial), in consultation with the Portfolio Holder for Environment and Commercial Services, be authorised to take all necessary actions to deliver the project, including the awarding of relevant contracts.</p>	None.	The Council proposes to carry out a programme of works to St James's church in order to safeguard the structure in the short to medium-term.	
Decision Status	Record of Decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
<p>CAB 70 7.10.19 Open</p> <p>Key Decisions No</p> <p>Call-in to apply Yes</p> <p>Implementation Date 15 October 2019</p>	<p><u>REVIEW OF APPOINTMENTS TO OUTSIDE BODIES</u></p> <p>It was agreed that the recommendations set out at Appendix 1 to the report be approved, in particular that the appointments to Age Concern Deal (Liaison Committee), Dover Bronze Age Boat Trust and Dover District Volunteering Centre should be withdrawn with effect from May 2020, and that the appointments to Dover, Deal & District Citizens' Advice Bureau and Mary Hougham Almshouses should be reduced to one Member with effect from May 2020.</p>	None.	Following a reduction in Member numbers, Cabinet requested in June 2019 that a review be undertaken of the Council's appointments to outside bodies to establish whether they were still needed and beneficial to both	

			parties.	
Decision Status	Record of Decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
<p>CAB 71 7.10.19 Open</p> <p>Key Decisions No</p> <p>Call-in to apply Yes</p> <p>Implementation Date Immediate</p>	<p><u>EXCLUSION OF THE PRESS AND PUBLIC</u></p> <p>That, in accordance with the provisions of the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000, the press and the public be excluded during consideration of the following item of business on the grounds that it involves the likely disclosure of exempt information as defined in paragraph 3 of Schedule 12A of the Local Government Act 1972.</p>	None.		
Decision Status	Record of Decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
<p>CAB 72 7.10.19 Exempt</p> <p>Key Decisions Yes</p> <p>Call-in to apply Yes</p> <p>Implementation Date 15 October 2019</p>	<p><u>KEARSNEY PARKS - CAFE PROVISION</u></p> <p>It was agreed that the proposal for the Council to fit-out the café at Kearsney Abbey and operate an in-house catering service from the same be approved.</p>	None.	In 2016 the Council was awarded lottery funding of £3.1 million to restore and improve Kearsney Abbey and Russell Gardens. Works to extend and upgrade the current café building are due to finish later this year, and	

			Cabinet is requested to determine what catering service should be provided.	
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The meeting ended at 11.22 am.

ISSUES ARISING FROM OVERVIEW AND SCRUTINY OR OTHER COMMITTEES

LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976: REQUEST FOR INCREASE IN HACKNEY CARRIAGE FARES

Responsibility: Portfolio Holder for Transport and Licensing

Report of: Head of Regulatory Services

Decision Route

Cabinet	7 October 2019	CAB 67
Overview and Scrutiny Committee	14 October 2019	Minute No 38
Cabinet	4 November 2019	

Overview and Scrutiny Committee Recommendations

The Overview and Scrutiny Committee, at its meeting held on 14 October 2019, endorsed Cabinet decision CAB 67 as follows:

RESOLVED: That it be recommended to Cabinet that the table of revised fares proposed by the Dover Federation of Licensed Taxi Operators should not be approved.

ISSUES ARISING FROM OVERVIEW AND SCRUTINY OR OTHER COMMITTEES

SHARED OWNERSHIP SALES POLICY

Responsibility: Portfolio Holder for Housing and Health

Report of: Head of Finance and Housing

Decision Route

Cabinet	7 October 2019	CAB 68
Overview and Scrutiny Committee	14 October 2019	Minute No 39
Cabinet	4 November 2019	

Overview and Scrutiny Committee Recommendations

The Overview and Scrutiny Committee, at its meeting held on 14 October 2019, considered Cabinet decision CAB 68 and made an additional recommendation (highlighted in bold):

RESOLVED: That it be recommended to Cabinet:

- (a) That the proposed Shared Ownership Sales Policy be approved.
- (b) That the Head of Finance and Housing, in consultation with the Portfolio Holder for Housing and Health, be authorised to undertake any necessary minor amendments to the policy prior to the formal review date.
- (c) **That paragraph 12 of the policy be expanded to provide more detail in respect of the Council's actions in respect of rent arrears and non-payment of service charges occurring.**

ISSUES ARISING FROM OVERVIEW AND SCRUTINY OR OTHER COMMITTEES

ST JAMES'S CHURCH, WOOLCOMBER STREET, DOVER

Responsibility: Portfolio Holder for Environment and Commercial Services

Report of: Head of Assets and Building Control

Decision Route

Cabinet	7 October 2019	CAB 69
Overview and Scrutiny Committee	14 October 2019	Minute No 40
Cabinet	4 November 2019	

Overview and Scrutiny Committee Recommendations

The Overview and Scrutiny Committee, at its meeting held on 14 October 2019, endorsed Cabinet decision CAB 69 and made an additional recommendation (highlighted in bold) as follows:

RESOLVED: That it be recommended to Cabinet:

- (a) That a project to undertake essential works to safeguard the structure of St James's Church in the short to medium-term, and which allows the former leisure centre to be demolished, be approved.
- (b) That the Strategic Director (Operations and Commercial), in consultation with the Portfolio Holder for Environment and Commercial Services, be authorised to take all necessary actions to deliver the project, including the awarding of relevant contracts.
- (c) **That the Cabinet be congratulated on its actions to take care of the historic 'Tidy Ruin'.**

ISSUES ARISING FROM OVERVIEW AND SCRUTINY OR OTHER COMMITTEES

REVIEW OF APPOINTMENTS TO OUTSIDE BODIES

Responsibility: Leader of the Council

Report of: Head of Governance

Decision Route

Cabinet	7 October 2019	CAB 79
Overview and Scrutiny Committee	14 October 2019	Minute No 41
Cabinet	4 November 2019	

Overview and Scrutiny Committee Recommendations

The Overview and Scrutiny Committee, at its meeting held on 14 October 2019, endorsed Cabinet decision CAB 70 as follows:

RESOLVED: That it be recommended to Cabinet that the recommendations set out at Appendix 1 to the report be approved, in particular that the appointments to Age Concern Deal (Liaison Committee), Dover Bronze Age Boat Trust and Dover District Volunteering Centre should be withdrawn with effect from May 2020, and that the appointments to Dover, Deal & District Citizens' Advice Bureau and Mary Hougham Almshouses should be reduced to one Member with effect from May 2020.

ISSUES ARISING FROM OVERVIEW AND SCRUTINY OR OTHER COMMITTEES

KEARSNEY PARKS - CAFE PROVISION

Responsibility: Portfolio Holder for Environment and Commercial Services

Report of: Head of Commercial Services

Decision Route

Cabinet	7 October 2019	CAB7 2
Overview and Scrutiny Committee	14 October 2019	Minute No 43
Cabinet	4 November 2019	

Overview and Scrutiny Committee Recommendations

The Overview and Scrutiny Committee, at its meeting held on 14 October 2019, endorsed Cabinet decision CAB 72 as follows:

RESOLVED: That it be recommended to Cabinet that the proposal for the Council to fit-out the café at Kearsney Abbey and operate an in-house catering service from the same be approved.

Subject:	‘NO–USE EMPTY’ PROPERTY INITIATIVE TOP-UP LOAN AGREEMENT
Meeting and Date:	Cabinet – 4 November 2019
Report of:	Diane Croucher, Head of Regulatory Services
Portfolio Holder:	Councillor Nicholas Kenton, Portfolio Holder for Planning and Regulatory Services
Decision Type:	Key
Classification:	Unrestricted

Purpose of the report: To request the release of an additional £300,000 to support the ‘No–Use Empty’ Loan Initiative and to seek approval for the Head of Regulatory Services, in conjunction with the Solicitor of the Council, to enter into a further agreement with Kent County Council (KCC) to administer the loans.

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- Recommendation:**
1. That Cabinet agrees to supplement the existing commitment of £300,000 for top-up loans under the KCC ‘No-Use Empty’ scheme by a further £300,000 to bring the total availability to £600,000.
 2. That the Head of Regulatory Services, in consultation with the Solicitor of the Council, be authorised to sign an agreement with Kent County Council allowing them to continue to administer the funding on behalf of Dover District Council.
 3. That all monies received from the repayment of loans are used for further top-up loans under the KCC ‘No–Use Empty’ Property Initiative.
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1. Summary

- 1.1 DDC has worked in partnership with KCC to deliver its No Use Empty (NUE) Home scheme for many years. This provides interest free loans limited up to a maximum of £25,000 per unit to bring empty properties back into use.
- 1.2 On 3 July 2017 Cabinet approved a revised Housing Assistance Policy which included an element relating to Empty Homes. This outlined that that DDC could provide an additional ‘top up’ loan of £15,000 per unit for owners who obtain a Kent County Council (‘KCC’) No Use Empty loan.
- 1.3 The budget set aside for ‘top up’ loan scheme was £300k. However, the report advised that if the scheme was successful a recommendation to further increase the funding may be made to cabinet.
- 1.4 Due the popularity of the scheme an additional £300k is now being sought to supplement the scheme and bring the total commitment to £600k.

2. Introduction and Background

- 2.1 The Regulatory Reform (Housing Assistance) (England and Wales) Order 2002. (RRO), allows a Local Housing Authority (LHA) to give financial assistance to homeowners for repairs and improvements to their homes. The order requires the LHA to agree and publish a Housing Assistance Policy detailing the conditions and types of grants and loans that are to be made available. The current policy was approved by Cabinet in July 2017 and included an element relating to empty homes (Appendix 1).
- 2.2 DDC has worked in partnership with KCC to deliver its No Use Empty (NUE) Home scheme for many years. This provides interest free loans limited up to a maximum of £25,000 per unit to bring empty properties back into use. The scheme has been very successful in helping to tackle empty homes - By 2015 over 170 units had been brought back into use in Dover and resulted in over £8m of investment in the district.)
- 2.3 However, the funding is limited, and it is difficult for Council's to secure the amount of funding required for their area. Several Kent LA's now provide additional 'top up' loans under the scheme and in recognition for this financial commitment, KCC prioritises these Council areas for NUE funding.
- 2.4 DDC's 2017 Housing Assistance policy allows for Dover District Council to provide an additional loan of up to £15,000 per unit. This increased the maximum available loan funding to £40,000 per dwelling in the District under the KCC NUE scheme.
- 2.5 The total budget for the DDC empty homes 'top up' loans scheme is currently limited to £300,000. KCC charge DDC £850 fee to process each application which covers the cost of promoting the scheme, dealing with all enquiries, meeting the applicants, assessing the proposals, carrying out all legal checks, preparing loan documents, registering the legal charge etc. The total fee expenditure to date from the existing £300k budget is £3,400.
- 2.6 Each loan is agreed by the Private Sector Housing Manager and all the necessary financial checks on the applicant are carried out by KCC. The repayment period for the loans is 36 months but, based on KCC's experience, it is anticipated that many will be repaid earlier. The first loan from the initial £300k is due to be repaid by June 2021. All loans are secured by a legal charge on the property in case of non-payment.
- 2.7 All money repaid is recycled into the scheme to help bring further empty homes back into use.
- 2.8 The original budget of £300k had been successfully allocated by October 2018 to provide 24 dwellings on four properties in Dover town centre. Due to the success of the scheme it is recommended that a further £300k is provided. There is high demand for these loans with two schemes awaiting approval and we are aware of several other applications in the process of being considered by KCC.
- 2.9 KCC currently administer the loans provided by DDC under a written agreement between both parties. The current agreement will need to be amended if additional funding is agreed and is subsequently due for renewal in April 2021. Authority is sought for the Head of Regulatory Services to sign future agreements in consultation with the Solicitor to the Council. A copy of the new top up loan agreement providing an additional £300,000 is attached as appendix 2.

3. **Identification of Options**

3.1 Option 1:

- a) That the Cabinet agree to supplement the existing commitment of £300k for top up loans under the KCC No-Use Empty scheme by a further £300k to bring the total availability to £600k.
- b) To re-use all loan payments for further loans.
- c) To authorise the Head of Regulatory Services, following consultation with the Solicitor to the Council to sign future agreements with KCC regarding the administration of the scheme.

3.2 Option 2:

- a) To retain the existing £300k commitment for top up loans under the KCC No-Use Empty scheme and not supplement the scheme any further.
- b) To authorise the Head of Regulatory services, following consultation with the Solicitor to the Council, to sign future agreements with KCC regarding the administration of the scheme.

4. **Evaluation of Options**

4.1 Option 1: is the recommended option as it will enable the Council to provide additional support in bringing more empty properties back into use. The funding also lever's in larger funds from third parties at a time of scarce financial resources.

4.2 Option 2: is not recommended because without further funding no additional properties can be supported through the scheme until any existing loans are repaid in 2021. Alternative approaches will need to be considered in order to reduce the number of empty properties particularly in the town centre of Dover.

5. **Resource Implications**

5.1 The additional funding that is being proposed has already been allocated for this assistance. The loans will be repaid to enable the recycling of funds.

6. **Corporate Implications**

6.1 Comment from the Section 151 Officer: Accountancy has been consulted and has no further comment. (DL)

6.2 Comment from the Solicitor to the Council: The Head of Governance has been consulted during the preparation of this report and has no further comment to add.

6.3 Comment from the Equalities Officer: This report does not specifically highlight any equality implications however in discharging their duties members are required to comply with the public sector equality duty as set out in Section 149 of the Equality Act 2010 <http://www.legislation.gov.uk/ukpga/2010/15>

6.4 Other Officers (as appropriate):

7. **Appendices**

Appendix 1: Excerpt of the Private Sector Housing Assistance Policy 2017 that relates to empty property initiative.

Appendix 2: Kent Empty Property Initiative Top-up Loan Agreement 2017

8. **Background Papers**

Cabinet report of 3 July 2017 on the Revision of Existing Housing Assistance Policy

Contact Officer: Mr Robin Kennedy, Private Sector Housing Manager (ext. 2221).

NO-USE EMPTY PROPERTY INITIATIVE TOP-UP LOAN AGREEMENT

Cabinet – 4 November 2019

Extract from Housing Assistance Policy 2017

Empty Property Loan

Where a property owner has an approved Kent County Council no use empty loan to bring a long term empty property back into use, the Council will provide a further interest free loan of £15,000 for each dwelling brought back into use. The loan will fund no more than a maximum of 5 units for each application (£75,000 in total). With the no use empty loan, this will provide a loan of up to £40,000 per dwelling. The total budget will be £300k for this scheme. The loans will be administered by KCC and will be repaid after 3 years. The loans will be secured with a charge on property. These loans will be prioritised in the wards of Castle, Maxton and Elms Vale and Tower Hamlets.

Appendix 2: NUE Top Up Loan agreement 2017

Kent Empty Property Initiative Top-up Loan Agreement

THIS AGREEMENT is made the day of 2017

BETWEEN:

- (1) **THE KENT COUNTY COUNCIL** of Sessions House County Hall Maidstone Kent ME14 1XQ (“**KCC**”); and
- (2) **DOVER DISTRICT COUNCIL** of White Cliffs Business Park, Dover, Kent, CT16 3PJ (“**Dover**”)

(together “**the Parties**”)

WHEREAS:

1. KCC has agreed with Dover that KCC will bring a number of empty private sector properties in the Dover District Council administrative area back into use as accommodation under the county wide Kent Empty Property Initiative (“KEPI”).
2. KCC has powers to do this under section 25 of the Local Government Act 1988.
3. Dover has the authority to make a grant or loan under section 24 of the Local Government Act 1988 “...to provide financial assistance to any person for the purposes of, or in connection with... construction, conversion...improvement, maintenance...of any property which is to or is intended to be privately let as housing accommodation”. In addition, Dover has the authority under the Regulatory Reform (Housing Assistance) (England & Wales) Order 2002, subject to adopting a policy for the provision of assistance and having given public notice of the adoption of the policy.

Appendix 2: NUE Top Up Loan agreement 2017

4. Dover will pay a sum of money to KCC referred to in clause 1 below (“the Top-up Sum”) which KCC will then add to its own loans to successful applicants in the administrative area of Dover District Council to the No Use Empty Scheme.
5. This Agreement shall remain in force until 31 March 2021.

IT IS AGREED as follows:

1. Dover shall pay the Top-up Sum to KCC in accordance with clause 4 below.
The Top-up Sum shall be in aggregate a maximum sum of not more than £300,000.00 and KCC shall spend the Top-up Sum in accordance with the obligations set out in this Agreement and for no other purpose.
2. KCC shall approve qualifying loans in connection with the No Use Empty Scheme in its usual manner and shall recommend to Dover that a payment from the Top-up Sum be used (where applicable) to increase the size of the loan or to provide funding for additional or new units of accommodation where there is a shortfall in the amount that is required for the property to be converted, improved or maintained (“the Top-Up Loan”).
3. The Top-up Loan given to successful applicants shall be free of interest and the loan shall be repaid by the applicant to KCC at the end of the loan period (more specifically identified in the Loan Facility Agreement due to be entered into between KCC and the applicant, a copy of which is attached in Schedule 1). Any Top-up Loans that are repaid earlier than expected will be added to the Top-up Sum and used to make further Top-up Loans.
4. Dover shall make payments of the Top-up Sum in instalments

Appendix 2: NUE Top Up Loan agreement 2017

subject on each occasion to Dover being in receipt of a Loan Approval Sheet submitted in writing by KCC, and approved by Dover. Within seven days the Private Sector Housing Manager will authorise the agreed amount of funds to be transferred to KCC and used by them to pay the relevant developer for implementation of the KEPI within the administrative area of Dover.

5. Subject to Dover having agreed to KCC making the payment of the Top-up Loan by completion and return of the loan approval form to KCC, signed by Dover's appropriate officer, the borrower will be paid the KCC and Dover loans, as one amount, once KCC has placed a Legal Charge in KCC's favour on the property for the full amount in accordance with the Loan Facility Agreement in the form attached at Schedule 1 and the Legal Charge in the form attached at Schedule 2 or such other form of Loan Facility Agreement and Legal Charge as may be agreed with Dover. KCC undertakes to Dover that the period of every Loan Facility Agreement with each borrower for every Top-up Loan shall not be for a period of more than 36 months, unless otherwise agreed in writing by Dover.
6. Unless otherwise agreed between the Parties, KCC shall hold meetings with Dover at least six weekly to present and discuss all financial information including, loan applications received, loans approved using their monies, monies paid out, repayment dates and any repayment or recycling of loans pertinent to the Top-up Loans. On 31 March 2021, KCC shall provide a final report to Dover detailing monies still outstanding, expected due dates for such monies, how much will be repaid to Dover and whether there are any bad

Appendix 2: NUE Top Up Loan agreement 2017

debts. KCC will repay the Top-up Loan to Dover within 28 days of its being in receipt of the relevant sums (or part thereof) from the relevant borrower. The Parties' representatives for this Agreement shall be the Strategic Programme Manager for KCC (currently Steve Grimshaw) and the Private Sector Housing Manager for Dover.

7. Dover will not be able to require that any Top-up Sum is repaid to Dover until the amount to be repaid has been received by KCC from the relevant borrower. KCC undertakes that KCC shall always use best endeavours to ensure the return of the Top-up Loan from each borrower on every occasion and will inform Dover immediately in the event of failure (or anticipated failure) by any borrower to repay the relevant Top-up Loan.
8. Each of the Parties agrees to indemnify the other in respect of any bad debts that may arise from the Top-up Loans.
9. Dover agrees to pay KCC for administering the Top-up Loans—an administration fee of £850.00 per application which shall be paid by Dover on receipt of an invoice for such sum from KCC.
10. Unless otherwise agreed between the Parties, no press releases or other forms of publicity relating to or in the exercise of all or any part of this Agreement shall be issued without the prior consent of the Parties, such consent not to be unreasonably withheld, PROVIDED ALWAYS that the Parties shall be entitled to make public such details about the Agreement as may be required by Law.
11. If at any time any of the provisions of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law or resolution of any

Appendix 2: NUE Top Up Loan agreement 2017

jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction shall be in any way affected or impaired as a result.

12. This Agreement shall be for the benefit of and be binding on the respective successors in title and permitted assignees of either party.

13. This Agreement shall be governed by and construed in accordance with English Law.

IN WITNESS WHEREOF KCC and Dover have executed this Agreement as a Deed the day and year first before written

The Common Seal of)
The Kent County Council)
was hereunto affixed in)
the presence of;)

Authorised Signatory

The Common Seal of)
Dover District Council)
was hereunto affixed in)
the presence of;)

Authorised Signatory

Schedule 1

DATED _____ **201**

(1) THE KENT COUNTY COUNCIL

AND

(2) ALL_BORROWERS

LOAN FACILITY AGREEMENT

in respect of Property_SingleLineAddress

Ref: LS/DocOwnerLocation/MatterRef/DocOwnerInitials/DocCreatorInitials

Draft No. _____

Dated: _____

Engrossment dated: _____

Invicta Law Ltd. Priory Gate,
29 Union Street, Maidstone, ME14 1PT

DX: 133544 Maidstone

t 03000 416840
e info@invicta.law
w www.invicta.law

Our legal expertise, your peace of mind

Invicta Law Limited is a registered trade mark and trading name of Invicta Law, a private limited company registered in England & Wales No. 10079679. Authorised and regulated by the Solicitors Regulation Authority registration number 631655.

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THIS LOAN FACILITY AGREEMENT is made on the 2015
BETWEEN

- (1) **THE KENT COUNTY COUNCIL** of County Hall Maidstone Kent ME14 1XQ (the “Council”); and
- (2) **BORROWER1_FULLNAME** of Borrower1_SingleLineAddress and **BORROWER2_FULLNAME** of Borrower2_SingleLineAddress (the “Borrower”)

1. DEFINITIONS

“Agreement”	means this agreement and all appendices and schedules thereto
“Business Day”	means a day on which banks are generally open for business in London
“Completion Date	means the date referred to in Clause 11
“Default Rate of Interest”	means Interest_Rate% per annum
“Disposal”	means a transfer, lease or assured shorthold tenancy for a term of one year or more or any other disposition of the Property registerable at the Land Registry
“Event of Default”	means any act of default as referred to in Clause 13.1
“Legal Charge”	means the legal charge in the form as is attached to this agreement at Appendix 3
“Loan”	has the meaning given in Clause 2
“Loan Agreement Number”	Loan_AgreementNo
“Property”	means the freehold property known as Property_SingleLineAddress registered under title number Property_TitleNo
“Term Loan”	The Council offers and the Borrower accepts a term loan facility on the following terms and conditions
“Works”	means the works agreed by the Council and set out in Appendix 1 “Schedule of Works”, Appendix 2 “Decent Homes Standard” and any other conditions referred to in the Agreement

2. LOAN AMOUNT

The loan amount is Loan_Amount.

3. PURPOSE

The Loan shall be used to assist with various works approved by the Council in respect of the conversion and/or renovation of the Property to provide residential accommodation and to be carried out in accordance with the Works and for no other purpose.

4. TERM

The Term shall be, subject to the terms and conditions of this Agreement, the period of time from the date of completion of this Agreement until:

4.1 the date of Disposal of the Property or any part or parts of the Property; or

4.2 Repayment_Date,

whichever is the shorter period.

5. DRAWDOWN

Subject to the terms and conditions of this Agreement, the Loan will be paid by the Council to the Borrower within fourteen working days of receipt by the Council of notification from HM Land Registry that the legal charge document has been registered against the Borrower's Title No. Property_TitleNo.

OR

5.1 Subject to the terms and conditions of this Agreement, the first £_____ of the Loan will be paid by the Council to the Borrower within fourteen working days of receipt by the Council of notification from HM Land Registry that the legal charge document has been registered against the Borrower's Title No Property_TitleNo.

5.2 A retention of £___ of the Loan will be retained by the Council, which will be paid to you in two equal payments of £_____ in accordance with 5.3 and 5.4 below.

5.3 The second payment of £_____ (the "Second Payment") will be paid to you within 20 working days and of the following steps being satisfactorily completed:

5.3.1 the Council receiving a signed request for payment from the Borrower for the Second Payment;

5.3.2 the Council receiving invoices or receipts for payment of the works carried out to the Property in accordance with the Works to the total of or in excess of £_____;

5.3.3 an inspection by the Council's or [] Borough/District Council's employee to certify the Works referred to in 5.3.2 above have been completed to the satisfaction of the Council and in accordance with the terms and conditions of this Agreement and the Legal Charge.

5.4 The Final Payment of £_____ (the "Final Payment") will be paid to you within 20 working days of all the following steps being satisfactorily completed:

5.4.1 the Council receiving a signed request for payment from the Borrower of the Final Payment;

- 5.4.2 the Council receiving invoices or receipts for payment of works carried out to the Property in accordance with the works to the total of or in excess of £_____;
- 5.4.3 an inspection by the Council's or [_____] Borough/District Council's employee to certify the Works referred to in 5.4.2 above have been completed to the satisfaction of the Council and in accordance with the terms and conditions of this Agreement and the Legal Charge.
- 5.5 If the Second Payment and/or Final Payment have not been drawn down within Project_Timescale months of the date of this Agreement then the Council will no longer be liable to the Borrower for payment of the Second Payment and/or Final Payment
- 6. INTEREST**
- 6.1 If there is default under the terms of clause 13 hereof interest at a the Default Rate of Interest will be payable on the Loan by the Borrower to the Council from the date of payment of sums to the Borrower under the Loan until such sums are repaid.
- 6.2 Interest will be calculated daily and will be based on the full amount of the Loan outstanding.
- 6.3 The Council will notify the Borrower in writing at least two weeks prior to a due date for the payment of interest under this Agreement of the amount of interest due on that date.
- 7. REPAYMENT**
- 7.1 The Borrower agrees to repay the Loan on Repayment_Date unless:
- 7.1.1 there is a Disposal of the whole or any part or parts of the Property prior to Repayment_Date, in which case the Borrower agrees to repay the Loan on the date of such Disposal; or
- 7.1.2 an Event of Default occurs before the date on which the Loan is due to have been repaid in full, in which case the Borrower agrees to repay the Loan immediately.
- 7.2 The Borrower may prepay the Loan or any part of the Loan at any time. No amount repaid may be redrawn.
- 8. SECURITY**
- 8.1 The repayment of all monies at any time owing in respect of the Loan (whether by way of principal, interest, fees or otherwise) will be secured by the security of an all monies legal charge on the Property in the form of the Legal Charge.
- 8.2 The provisions of this Agreement are conditional upon and shall not take effect until the completion of the Legal Charge and if the Legal Charge shall not be completed within 84 days from the date of this Agreement then this Agreement shall forthwith upon the expiry of the said period of 84 days absolutely determine and cease to have effect.

9. PAYMENTS

- 9.1 All payments to be made by the Borrower under this Agreement shall be made in full without any set off or counterclaim whatsoever and (save as required by law) free and clear of and without deduction for any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions of any description. If the Borrower is required at any time by any applicable law to make any such deduction from any payment, the sum due from the Borrower in respect of such payment shall be increased by such amount as will result, notwithstanding the making of such deduction, in the Council's receipt on the due date for payment of each amount of a net sum equal to the sum that the Council would have received had no such deduction been required to be made.
- 9.2 If any payment would otherwise be due on a day which is not a Business Day, the next following Business Day shall be substituted.

10. EXPENSES

- 10.1 The Borrower shall promptly pay to the Council on demand all costs and expenses (including legal, administration and out-of-pocket expenses and together with Value Added Tax if any thereon) on a full indemnity basis incurred by the Council in connection with any amendment or extension of and the granting of any waiver or consent under and the discharge of this Agreement and/or the Legal Charge and/or in contemplation of or otherwise in connection with the enforcement of or preservation of any rights under this Agreement and/or the Legal Charge or otherwise in respect of any monies owing under or in respect of the Loan.
- 10.2 The Borrower will pay a Land Registry fee for the registration of the Legal Charge at the Land Registry and any Companies House fee for the registration of the Legal Charge at Companies House, on returning this Agreement and the Legal Charge to the Council.
- 10.3 The Borrower will pay to the Council the sum of £90 upon repayment of the Loan for the costs incurred by the Council in arranging for the Legal Charge to be discharged at the Land Registry and Companies House.

11. COMPLETION OF THE WORKS

- 11.1 The Borrower agrees to complete the Works by:
- 11.1.1 the first day on which Project_Timescale months will have passed since the completion of this Agreement; or
 - 11.1.2 where an alternative date to that set out in sub-clause 11.1.1 is agreed by the Council in accordance with sub-clause 11.2, such date.
- 11.2 The Council may in its absolute discretion and in exceptional circumstances upon receipt of a written application from the Borrower agree to a date by which the Borrower must complete the Works which is later than the date set out in sub-clause 11.1.1. The Council will notify the Borrower of such date in writing.

12. REPRESENTATIONS AND WARRANTIES

The Borrower represents warrants and undertakes to the Council, on the date of the Borrower's acceptance of this Agreement (with reference to the facts and circumstances then existing), as follows:

- 12.1 there are no pending or to the Borrower's knowledge threatened actions or legal proceedings affecting the Borrower which may have a material adverse effect on the Borrower's ability to repay the Loan;
- 12.2 the Borrower is not in breach of or in default under any agreement or obligation relating to (or analogous to) financial indebtedness;
- 12.3 no event or circumstance referred to in clause 13.1 below will occur, or has occurred and is continuing;
- 12.4 all factual information supplied to the Council in contemplation of the Loan was true as at its date and did not omit anything material, no change has occurred since the date of the information already supplied which renders it untrue or misleading and all statements of belief and opinion given by the Borrower to the Council were made in good faith after due and careful enquiry;
- 12.5 each of the representations and warranties shall be continuing.

13. EVENTS OF DEFAULT

- 13.1 An event of default will occur if:
 - 13.1.1 the Borrower fails to pay any sum payable under this Agreement when due; or
 - 13.1.2 the Property is not, [or the units comprising the] Property are not, made available for rent within 12 weeks of the Completion Date; or
 - 13.1.3 the Borrower commits any breach of any undertaking contained in or of any other provision of this Agreement and either such breach is in the Council's opinion not capable of remedy or such breach is in the Council's opinion capable of remedy and is not remedied within 21 days after the date of notice by the Council to the Borrower requiring remedy; or
 - 13.1.4 any representation or warranty made or deemed to be made by the Borrower in or pursuant to this Agreement is or proves to have been untrue or incorrect in any material respect when made or when deemed to be repeated with reference to the facts and circumstances existing at such time; or
 - 13.1.5 this Agreement is or becomes unlawful or unenforceable in any respect; or
 - 13.1.6 any consent referred to above is withdrawn or materially and adversely qualified; or
 - 13.1.7 the Borrower becomes insolvent or is unable to repay his debts; or

- 13.1.8 a receiver or administrative receiver or administrator or trustee in bankruptcy or supervisor shall be appointed over all or any of the Borrower's assets; or
 - 13.1.9 a petition shall be presented, or a resolution passed or proposed, for the winding up of the Borrower or appointment of an administrator or trustee in bankruptcy or supervisor of the Borrower; or
 - 13.1.10 an order shall be made for the winding up of the Borrower or appointment of an administrator or trustee in bankruptcy or supervisor of the Borrower; or
 - 13.1.11 a proposal shall be presented or made for a voluntary arrangement of the Borrower, or a resolution passed or order made in readiness for such a proposal, or the Borrower applies for an interim order for a voluntary arrangement; or
 - 13.1.12 where the Borrower is an individual, he dies; or
 - 13.1.13 where the Borrower is a partnership, the partnership is dissolved.
- 13.2 The Council may (without prejudice to any of its other rights) upon and at any time after the occurrence of an event of default, so long as the same is continuing, by notice to the Borrower:
- 13.2.1 declare that the Council's commitment and any obligation of the Council's to make any advance under this Agreement shall be terminated, whereupon such commitment shall be reduced to zero and such obligation shall be terminated forthwith; and/or
 - 13.2.2 declare that the Loan has become immediately due and payable, and demand that the Borrower shall forthwith repay the same together with all interest accrued and all other sums payable under this Agreement.
- 13.3 The Borrower will notify the Council forthwith in writing of the occurrence of any of the events specified in this clause 13.
- 13.4 The Borrower shall indemnify the Council on demand against any loss, damage or liability incurred by the Council as a consequence of any event of default under clause 13.1 and any acceleration of the repayment of the Loan under clause 13.2.2. The Council's certificate of any amounts due to the Council under this clause 13.4 shall be conclusive unless manifestly incorrect.

14. SEVERANCE

If at any time any of the provisions of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law or resolution of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction shall be in any way affected or impaired as a result.

15. WAIVER

No delay or failure by the Council in exercising any right or remedy shall be construed or take effect as a waiver or release of that right or remedy or of any other right or remedy and the Council shall always be entitled to exercise all its

rights and remedies unless the Council shall have expressly waived them in writing.

16. ASSIGNMENT

The Borrower may not assign or transfer all or any of his rights or obligations under this Agreement. The Council may at any time(s) assign or transfer all or any of its rights and obligations under this Agreement without the Borrower's consent.

17. LAW AND JURISDICTION

17.1 This Facility shall be governed by, and construed in accordance with, English law.

17.2 The Borrower irrevocably agrees that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of such courts.

18. NOTICES

18.1 Every notice or other communication under this Agreement shall be in writing and may be delivered personally or by letter despatched to the Borrower or the Council, as the case may be, at their respective address stated at the head of this Agreement or to such other address as may be notified by either of them to the other for such purpose.

18.2 In the event of a court claim being issued in relation to this contract the claim form may be served by the Council on the Borrower by posting the claim form to the Property or by leaving it at the Property

18.3 Every notice or other communication shall be deemed to have been received (if sent by post) 24 hours after despatch or (if delivered personally or sent by telex or facsimile) at the time of delivery or despatch if during normal business hours and otherwise at the opening of business on the next succeeding working day.

19. GENERAL

19.1 The Council's rights will not be affected by any forbearance as concession made by the Council to the Borrower.

19.2 If the Borrower is more than one person their obligations will be binding on each person separately and all persons jointly.

20. ACCEPTANCE

20.1 This Agreement is accepted by the Borrower signing without amendment this Agreement and the duplicate of it and the Legal Charge and returning them to Steve Grimshaw at Second Floor, Invicta House, Maidstone, Kent ME14 1XX.

20.2 If the Council does not receive such signed Agreement and duplicate and the signed Legal Charge within 12 weeks the Council's offer of the Loan will lapse without any liability or commitment on the Council's part.

21. CONFIRMATION

21.1 The Borrower confirms that he has obtained independent legal advice on the terms of and his obligations under the Agreement and the Legal Charge.

21.2 The Borrower accepts the offer of the Loan on the terms and conditions set out in the Agreement (including the Legal Charge) and agrees to perform all his obligations in respect thereof.

Executed as a Deed and delivered by the parties to it on the date set out above

THE COMMON SEAL of)
THE KENT COUNTY COUNCIL)
was affixed to this Deed in the presence of:-)

Authorised Signatory

A Member of the Kent County Council

SIGNED AS A DEED by the said)
BORROWER1_FULLNAME)
in the presence of:)

Witness signature.....

Name.....

Address.....

.....

.....

Occupation.....

SIGNED AS A DEED by the said)
BORROWER2_FULLNAME)
in the presence of:)

Witness signature.....

Name.....

Address.....

.....

.....

Occupation.....

EXECUTED as a deed by)
BORROWER1_FULLNAME)
Acting by a Director and its Secretary)
or two Directors)

Signed:.....
Director

Signed:.....
Director/Secretary

EXECUTED as a deed by)
BORROWER1_FULLNAME)
acting by a Director, in the presence of:)

Witness signature.....

Name.....

Address.....

.....

.....

Occupation.....

APPENDIX 1
SCHEDULE OF WORKS

[insert here]

APPENDIX 2

DECENT HOMES STANDARD

Criterion a: It meets the current statutory minimum standard for housing

To be decent, a dwelling should be free of category 1 hazards as assessed through the Housing Health and Safety Rating System.

Criterion b: It is in a reasonable state of repair

A dwelling satisfies this criterion unless:

- one or more key building components are old and, because of their condition need replacing or major repair; or
- two or more other building components are old and, because of their condition need replacing or major repair.

A building component can only fail to satisfy this criterion by being old and requiring replacing or repair. A component cannot fail this criterion based on age alone.

Building components

Building components are the structural parts of a dwelling (e.g. wall structure, roof structure), other external elements (e.g. roof covering, chimneys) and internal services and amenities (e.g. kitchens, heating systems).

Key building components are those which, if in poor condition, could have an immediate impact on the integrity of the building and cause further deterioration in other components.

They are the external components plus internal components that have potential safety implications and include:

- external walls;
- roof structure and covering;
- windows/doors;
- chimneys;
- central heating boilers;
- gas fires;
- storage heaters;
- plumbing; and
- electrics.

Lifts are not considered to be a key component unless the lift or the lift shafts have a direct effect upon the integrity of the building.

If any of these components are old and need replacing, or require immediate major repair, then the dwelling is not in a reasonable state of repair.

Other building components are those that have a less immediate impact on the integrity of the dwelling. Their combined effect must therefore be considered, with a dwelling not being in a reasonable state of repair if two or more are old and need replacing or require immediate major repair.

Old and in poor condition

A component is defined as 'old' if it is older than its standard lifetime. Components are in

poor condition if they need major work, either full replacement or major repair.

One or more key components, or two or more other components, must be both old and in poor condition to render the dwelling non-decent on grounds of disrepair.

Components that are old but in good condition or in poor condition but not old would not, in themselves, cause the dwelling to fail the standard.

A building component, which requires replacing before it reaches its expected lifetime has failed early. Under the terms of the definition, this early failure does not render the dwelling non-decent.

Criterion c: It has reasonably modern facilities and services

A dwelling is considered not to meet this criterion if it lacks three or more of the following facilities:

- a kitchen which is 20 years old or less;
- a kitchen with adequate space and layout;
- a bathroom which is 30 years old or less;
- an appropriately located bathroom and WC;
- adequate external noise insulation; and
- adequate size and layout of common entrance areas for blocks of flats.

A kitchen failing on adequate space and layout would be one that was too small to contain all the required items (sink, cupboards cooker space, worktops etc) appropriate to the size of the dwelling;

An inappropriately located bathroom and WC is one where the main bathroom or WC is located in a bedroom or accessed through a bedroom (unless the bedroom is not used or the dwelling is for a single person). A dwelling would also fail if the main WC is external or located on a different floor to the nearest wash hand basin, or if a WC without a wash hand basin opens on to a kitchen in an inappropriate area, for example next to the food preparation area;

Inadequate insulation from external airborne noise would be where there are problems with, for example, traffic (rail, road and aeroplanes) or factory noise.

Inadequate size and layout of common entrance areas for blocks of flats would be one with insufficient room to manoeuvre easily for example where there are narrow access ways with awkward corners and turnings, steep staircases, inadequate landings, absence of handrails, low headroom etc.

In some instances there may be factors which may make the improvements required to meet the Decent Homes standards' challenging, or impossible, factors such as physical or planning restrictions. Where such limiting factors occur the property should be assessed to determine the most satisfactory course of action in consultation with the relevant body or agency so as to determine the best solution. The outcome may determine that some improvements may be possible even if all are not.

A dwelling would not fail this criterion, where it is impossible to make the required improvements to components for physical or planning reasons.

Criterion d: It provides a reasonable degree of thermal comfort

The definition requires a dwelling to have both efficient heating; and effective insulation.

Efficient heating is defined as any gas or oil programmable central heating; or

- electric storage heaters; or
- warm air systems; or
- underfloor systems; or

- programmable LPG/solid fuel central heating; or
- similarly efficient heating systems which are developed in the future.

The primary heating system must have a distribution system sufficient to provide heat to two or more rooms of the home. There may be storage heaters in two or more rooms, or other heaters that use the same fuel in two or more rooms. Even if the central heating system covers most of the house making a dwelling decent, under the HHSRS the home should be warm enough for the occupant.

Heating sources, which provide less energy efficient options fail the Decent Homes standard.

Programmable heating is where the timing and the temperature of the heating can be controlled by the occupants.

Because of the differences in efficiency between gas/oil heating systems and the other heating systems listed, the level of insulation that is appropriate also differs:

For dwellings with gas/oil programmable heating, cavity wall insulation (if there are cavity walls that can be insulated effectively) and at least 50mm loft insulation (if there is loft space) is an effective package of insulation.

For dwellings heated by electric storage heaters/LPG/programmable solid fuel central heating a higher specification of insulation is required: at least 200mm of loft insulation (if there is a loft) and cavity wall insulation (if there are cavity walls that can be insulated effectively).

A SAP rating of less than 35 (using the 2001 SAP methodology) has been established as a proxy for the likely presence of a Category 1 hazard from excess cold.

APPENDIX 3
FORM OF LEGAL CHARGE

[insert here]

Schedule 2

DATED _____ **2015**

(1) THE KENT COUNTY COUNCIL

AND

(2) ALL_BORROWERS

LEGAL CHARGE

in respect of Property_SingleLineAddress

Kent Legal Services
Kent County Council
County Hall
Maidstone
ME14 1XQ

www.kent.gov.uk/legal

Ref: LS/DocOwnerLocation/MatterRef/DocOwnerInitials/DocCreatorInitials

Draft No.

Dated:

Engrossment dated:

KENT LEGAL SERVICES

Let our knowledge help you transform people's lives



THIS LEGAL CHARGE is made on the 2015
BETWEEN

- (1) **THE KENT COUNTY COUNCIL** of Sessions House, County Hall, Maidstone, Kent, ME14 1XQ (the "Council"); and
- (2) **BORROWER1_FULLNAME** of Borrower1_SingleLineAddress and **BORROWER2_FULLNAME** of Borrower2_SingleLineAddress [Company Registration No: Borrower1_CRN] (the "Owner").

WHEREAS

- (A) The Owner is the estate owner of the Property.
- (B) The Council has agreed to make available the Loan Facility Amount to the Owner, repayable in accordance with the Loan Facility Agreement and by the Redemption Date.
- (C) The Owner has applied to the Council to exercise its powers under Section 2 of the Local Government Act 2000 and Section 24 of the Local Government Act 1988 as amended by the General Consents under Section 25 of the Local Government Act (Local Authority Assistance for Privately Let Housing) 2010 General Consent C by granting the Loan Facility Amount to the Owner for the purpose of financing the Works and the Ancillary Costs and the Council has accordingly agreed to advance the Loan Facility Amount subject to the Owner entering into the obligations and conditions contained below and of the Loan Facility Agreement.
- (D) The Owner has agreed to grant such security to the Council as is hereinafter mentioned as well as for monies (if any) now owing as for any monies which may hereafter and during the continuance of this security become owing by the Owner to the Council as described below.

THIS DEED WITNESSES as follows:-

1. **Definitions**

1.1 In this Deed:

"Ancillary Costs"	means costs previously approved in writing by the Council in the nature of proper and reasonable professional fees and other fees charges and disbursements incidental to the preparation supervision and carrying out of the Works and the preparation settlement completion and registration of this Deed
"Disposal"	means transfer, lease or assured shorthold tenancy for a term of one year or more, or any other disposition of property registrable at the Land Registry
"Equipment"	means any moveable plant, machinery, furniture, goods and equipment
"Interest Rate"	Interest_Rate%, or such other rate as the Council may notify the Owner in accordance with the Loan Facility Agreement
"Loan Agreement Number"	Loan_AgreementNo
"Loan Facility Agreement"	means the agreement made between the Owner and the Council setting out the terms of the payment of the Loan Facility and made on or

around the date of this Legal Charge

- “Loan Facility Amount”** means the sum of Loan_Amount
- “Legal Charge”** means this Legal Charge and all appendices and schedules thereto
- “Property”** means the Property_FreeholdLeasehold property known as Property_SingleLineAddress registered under title number Property_TitleNo
- “Redemption Date”** means the date by which the Loan Facility must be repaid in accordance with the Loan Facility Agreement and is:
- (a) the Repayment_Date; or
 - (b) the date of the Disposal of the whole or any part or parts of the Property; or
 - (c) the date of an event of default as set out in the Loan Facility Agreement;
- whichever is the earlier.
- “Regulated Agreement”** means any agreement entered into on before or after the execution hereof which for the time being is a regulated agreement within the meaning of the Consumer Credit Act 1974 or any modification replacement or re-enactment thereof
- “Works”** means the works as agreed by the Council and set out in the Loan Facility Agreement

1.2 In this Deed where the context so admits:

- (a) the Owner includes any person deriving title under it or him (but shall not include any other chargee or encumbrancer of the Property)
 - (b) Words importing the masculine gender only include the feminine and words importing the singular only include the plural and vice versa.
2. The Owner with full title guarantee hereby charges the Property by way of legal mortgage and any equitable interest therein by way of equitable mortgage with payment to the Council pursuant to the terms on which each sum was or sums were advanced or in the absence of any such terms upon demand (but subject as hereinafter appears) of all and every sum or sums of money for which these presents are declared to be a security.
3. These presents shall be a security to the Council for the payment to the Council and discharge of all monies owed and due by the Owner to the Council under the Loan Facility Agreement, the Legal Charge, and any other agreement expressed to be secured by the Legal Charge.
4. This Legal Charge shall be a continuing security notwithstanding any payment or the settlement of any account or any other matter or thing. If the Council receives notice

(actual or constructive) of any charge mortgage or any other encumbrance affecting the Property other than previously notified or any part thereof then as from and after the date on which the Council receives or is deemed to receive such notice (the "date of notice") any payment by the Owner to the Council shall (notwithstanding any legal or equitable rule or presumption to the contrary) be deemed to have been placed to the credit of a new or separate account deemed to have been opened by the Owner with the Council (unless such payment has in fact been placed to a new or separate account) and shall not go in the reduction of the amount owing by the Owner to the Council at the date of notice.

5. The Owner hereby applies to the Chief Land Registrar to enter on registration of this Legal Charge in the register a restriction that (except under an Order of the Registrar):

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 20 in favour of The Kent County Council referred to in the charges register or their conveyancer."

6. The Owner covenants duly and punctually to pay and discharge to the Council (when they become due for payment) all monies which now are or shall at any time hereafter be due owing or incurred by the Owner to the Council under this Legal Charge, the Loan Facility Agreement and any other agreement expressed to be secured by this Legal Charge, on any account or in any manner whatsoever whether actually or contingently and whether solely or jointly with any other person firm or company and whether due from the Owner as guarantor indemnifier or principal debtor including but without limitation any costs, charges and expenses owed to, or incurred directly or indirectly by, the Council under this Legal Charge, the Loan Facility Agreement and any other agreement expressed to be secured by this Legal Charge, including costs incurred in respect of action taken by the Council with respect to a stranger to this security, or any agreement providing security for all or any part of the sums secured by this Legal Charge or owed under the Loan Facility Agreement or other agreement expressed to be secured by this Legal Charge and all costs in relation to the enforcement of any such security, all such costs, charges and expenses to be calculated and paid on a full and unlimited indemnity basis, and all interest, commissions, fees and bank and discount charges payable in respect of any of the foregoing; and all such payments shall be made in accordance with the terms of this Legal Charge and the Loan Facility Agreement and any other agreements expressed to be secured by this Legal Charge.

7. The Owner hereby covenants with the Council as follows:-

- 7.1 [At all times during the continuance of this security to keep all buildings erected or in the course of erection upon the Property including all fixtures and additions thereto in good and substantial repair and condition to the satisfaction of the Council and to permit the Council or its agents with or without workmen and others at all reasonable times to enter into or upon the Property and any building on the Property and examine the state and condition thereof and forthwith to repair and make good all defects and wants of reparation of which notice in writing shall be given to the Owner by the Council and in case of default to permit the Council to enter thereon and effect such repairs and making good as the Council may consider necessary and so that all monies expended by the Council in effecting such repairs and making good shall be deemed to be costs charges and expenses properly incurred by the Council hereunder and shall be reimbursed to the Council by the Owner forthwith on demand together with interest at the Interest Rate from the date such monies were expended until reimbursement thereof and until reimbursed such monies and interest shall be charged upon the Property;

7.2 As long as any monies remain owing on this security to insure and keep insured all buildings on the Property in the joint names of the Owner and the Council (or with a note of the Council's interest endorsed on the policy or policies of insurance) against loss or damage caused by fire flood explosion lightning impact or aircraft and such other perils or risks as shall be required by the Council in its full reinstatement value with some insurance office or underwriters approved by the Council (such approval not to be unreasonably withheld) and to make all payments required for the purpose as and when the same shall become due and when required by the Council to deliver up to it the policy or policies of such insurance and the receipt for each such payment AND if the Owner shall fail to perform any of his (or their) obligations under this clause and if the Council shall thereupon insure (as it shall be entitled so to do) the said buildings or any of them the Owner will on demand reimburse to the Council all payments made by it for that purpose together with interest at the Interest Rate from the date on which such payments were made until reimbursement and all such monies and interest shall be charged upon the Property PROVIDED that the Council may require any monies received by virtue of such insurance to be applied in or towards making good the loss or damage in respect of which the said monies are received or in or towards the discharge of any principal money or interest secured hereby and the Owner shall hold any such monies received from such insurance in trust for the Council;]

[OR FOR LEASEHOLD]

7.3 [At all times during the continuance of this security to comply with its obligations under a Lease dated _____ made between (1) (the "Landlord") and (2) _____ (the "Lease") and to enforce the obligations of the Landlord contained in the Lease and to permit the Council or its agents with or without workmen and others at all reasonable times to enter into or upon the Property and any building on the Property and examine the state and condition thereof and forthwith to repair and make good all defects and wants of reparation of which notice in writing shall be given to the Owner by the Council and subject to the terms of the Lease in case of default to permit the Council to enter thereon and effect such repairs and making good as the Council may consider necessary and so that all monies expended by the Council in effecting such repairs and making good shall be deemed to be costs charges and expenses properly incurred by the Council hereunder and shall be reimbursed to the Council by the Owner forthwith on demand together with interest at the Interest Rate from the date such monies were expended until reimbursement thereof and until reimbursed such monies and interest shall be charged upon the Property;

7.4 As long as any monies remain owing on this security to enforce the obligation of the Landlord contained in the Lease to insure the Property and to have a note of the Owner's and Council's interest endorsed on the policy or policies of insurance;]

7.5 Not without the previous consent in writing of the Council to erect make or maintain or suffer to be erected or maintained on the Property or any part thereof any additional building erection or improvement or to demolish all or any part of the Property (save in compliance with any order to that effect by any public authority including the Council) or to make or suffer to be made any material change or addition whatsoever in or to the use of the Property or any part thereof and also if the Council shall consent in writing as aforesaid will duly apply to the local planning authority as defined by the Town and Country Planning Act 1990 for any necessary permission to erect make or maintain such building erection improvement material change or addition on behalf of the Council and all other persons (if any) for the time being interested in the Property and will give to the Council immediate notice of such permission if granted and also at all times to indemnify and keep indemnified the Council against all proceedings costs expenses claims and demands whatsoever in respect of the said application;

7.6 To give full particulars to the Council of any notice or order or proposal for a notice or order served on or issued or made to the Owner by a planning authority or by any other

governmental local or public authority or undertaking in relation to the Property within seven days of receipt of the same and if so required by the Council produce such notice to the Council and without delay to take all reasonable or necessary steps to comply with any such notice or order and also at the request of the Council and at the cost of the Owner to make or join with the Council in making such objection or representation against or in respect of any proposal for such a notice or order as the Council shall deem expedient. Where in any such case a payment must be made by the Owner the Owner will produce to the Council the receipt for payment. If the Owner fails to make any such payment then the Council may discharge it. Any money expended shall accrue interest at the Interest Rate from the time the payment is made by the Council and shall be repayable by the Owner on demand and such money and the interest on it shall be charged on the Property;

- 7.7 Not to do or omit or suffer to be done or omitted any act matter or thing in on or respecting the Property required to be omitted or done by the Town and Country Planning Act 1990 or which shall contravene the provisions thereof or any of them and at all times hereafter to indemnify and keep indemnified the Council against all actions proceedings costs expenses claims and demands in respect of any such act matter or thing contravening the Town and Country Planning Act 1990;
- 7.8 Not without the consent in writing of the Council to create any further charge or encumbrance affecting the Property ranking *pari passu* with or in priority to this Legal Charge;
- 7.9 To observe and perform all the covenants conditions and stipulations contained in any lease of the Property held by the Owner and in any subsisting prior charge to which the Property is subject and to give full particulars of any notice served on the Owner by any lessor mortgagee or chargee within seven days of the receipt of the same;
- 7.10 To pay all taxes charges and other outgoings in respect of the Property;
- 7.11 To notify the Council immediately upon receipt by the Owner of any compensation or similar money in relation to the Property and unless the Council shall otherwise decide apply such money in or towards repayment of the monies secured by this Legal Charge;
- 7.12 To provide the Council on demand with copies of the receipts for expenditure incurred in carrying out the Works;
- 7.13 On completion of the Works to keep the Property in good repair and condition;
- 7.14 To notify the Council immediately as the Redemption Date has occurred.
8. The Owner hereby agrees and declares with the Council as follows:-
 - 8.1 That all costs charges and expenses properly incurred hereunder by the Council expressly including any costs charges or expenses incurred or paid by the Council by virtue of or in connection with any act matter or thing arising under or by virtue of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof and any orders regulations directions and notices made or served thereunder whether or not occasioned by any act neglect or default of the Owner shall together with interest thereon at the Interest Rate from the date the same were incurred until the date of payment to the Council be charged on the Property PROVIDED that the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Council may or but for the said charge would have for the monies thereby secured or any part thereof;
 - 8.2 If any building thereon or any system of drainage or public services intended or capable of being used in connection with the Property shall remain unfinished or not connected

the Council may at any time construct make up complete or connect the same and for such purpose the Council shall be at liberty to employ contractors builders workmen and others and purchase all proper materials as it may in its absolute discretion deem fit and any monies expended by the Council in respect of any of the aforesaid matters shall on demand be repaid by the Owner with interest at the Interest Rate from the respective times at which such monies shall have been expended until repayment thereof together with interest as aforesaid and until such repayment such monies and interest shall be a charge on the Property;

9. The statutory power of sale and of appointing a receiver shall apply to this Legal Charge free from the restrictions imposed by Sections 103 and 109(1) of the Law of Property Act 1925 but the Council will not exercise such powers unless:-
 - 9.1 there has been a breach of some provision contained or incorporated in this Legal Charge or the Loan Facility Agreement or implied by statute on the part of the Owner to be observed and performed; or
 - 9.2 any monies payable hereunder or secured hereby shall be or become due and payable and remain unpaid.
 - 9.3 The whole of the monies payable or to become payable hereunder or secured hereby shall immediately become due and payable and the Council shall demand that the Owner shall forthwith repay the same together with all interest accrued and all other sums payable under the Loan Facility Agreement and this Legal Charge:
 - (a) if any of the monies obligations and liabilities secured by this Legal Charge shall not be paid or discharged by the Owner in accordance with clause 6 and the Loan Facility Agreement; or
 - (b) if the Owner shall be in breach of any provision of this Legal Charge or of the Loan Facility Agreement secured by this Legal Charge; or
 - (c) any other event shall take place which in the opinion of the Council puts in jeopardy all or any part of the security created by this Legal Charge.
- 9.4 The provisions of Clause **Error! Reference source not found.** shall be in addition to and not in substitution for any other provisions at any time agreed between the Owner and the Council relating to the payment of money hereby secured.
10. The statutory power of sale is hereby extended so as to authorise the Council to sell the Property or any part thereof subject to a provision that the purchase money or any part thereof shall be payable (with or without interest) by instalments of such amount over such period and at such times as the Council may think proper and so that the contract for sale may contain such provisions permitting the purchaser to enter into possession and for securing the payment of the purchase money and any interest thereon and enable the Council to rescind the contract and to resell and such other provisions (whether of a nature similar to those before mentioned or not) as the Council may think proper.
11. The Owner irrevocably and by way of security appoints the Council to be its Attorney (with full power to appoint substitutes and to sub-delegate including power to authorise the person so appointed to make further appointments in both cases with regard to all or any part of the Property) on behalf of the Owner and in its name or otherwise to execute any document or do any act or thing which the Council (or such substitute or delegate) may in its absolute discretion consider appropriate in connection with the exercise of any of the powers of the Owner or which the Owner is obliged to the Council to execute or do whether hereunder or otherwise.

12. Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge.
13. If the Council takes possession of the Property the Council is hereby authorised as agent for the Owner if the Council so elects to remove warehouse store sell or otherwise deal with any Equipment which the Owner shall fail or refuse to remove from the Property within seven days of being requested so to do and the Council shall not be liable to the Owner for any loss or damage occasioned thereby. The Owner shall indemnify the Council against all costs and expenses incurred in respect of the Equipment pursuant to the terms hereof and against all liability to any third party in respect of the Equipment and all such costs and expenses shall be charged upon the Property together with interest at the Interest Rate. The Council shall account to the Owner (or to any person with prior entitlement thereto) for the proceeds of any such sale after deducting any selling and other expenses. The Council shall not be liable to the Owner with regard to any such sale or for failure to obtain a proper price provided that the Council acted in good faith. It is hereby agreed and declared that this clause shall not have the effect of creating any charge over the Equipment.
14. All costs including value added tax and disbursements (on an indemnity basis) of any legal proceedings and any other action to enforce the terms of these presents shall be paid by the Owner on demand and such monies with interest at the Interest Rate shall be charged upon the Property.
15. The Owner assigns to the Council (to the extent that the same are assignable and subject to redemption) the benefit of any right agreement indemnity covenant charge remedy or money payable (whether by way of compensation or otherwise) relating to the Property or to the services to it and such benefit shall be freely assignable by the Council to any purchaser from the Council or to any transferee of this Legal Charge.
16. Any notice required or authorised by this Legal Charge or by Statute to be given to or to be served on the Owner shall be in writing and shall be sufficiently served if it is served in any manner in which a notice may be served on a mortgagor under Section 196 of the Law of Property Act 1925 or if it is sent by ordinary prepaid post addressed to the Owner at his last known address and a notice so served shall be deemed to have been served on the day following that on which the letter containing such notice shall have been posted.
17. Any notice required or authorised by this Legal Charge to be given to the Council shall be in writing and shall be sufficiently served if it is posted and addressed to the Council at the address provided at the head of this Legal Charge and the proper postage is prepaid and in every case the notice shall be deemed to be served when correctly delivered.
18. The Legal Charge hereby created is in addition to any other security or securities now or hereafter held by the Council and where this Legal Charge initially takes effect as a collateral or further security then notwithstanding any receipt release or discharge endorsed on or given in respect of the money and liabilities owing under the principal security to which this Legal Charge operates as a collateral or further security this Legal Charge shall in respect of any money which was originally intended to be secured be an independent security for any of such money.
19. Notwithstanding any other provision of this Legal Charge:
 - 19.1 this Legal Charge does not secure the payment or discharge of any monies from time to time owing or payment under any Regulated Agreement or the performance of the obligations from time to time of the debtor or hirer (as the case may be) under any Regulated Agreement;

- 19.2 any monies from time to time owing or payable under any Regulated Agreement are excluded from the monies secured by this Legal Charge;
- 19.3 any covenant or agreement expressed or implied in this Legal Charge by any party hereto to pay or to guarantee the payment of any sum or to provide any indemnity shall not apply to any monies from time to time owing or payable under any Regulated Agreement or to the performance of the obligations from time to time of the debtor or the hirer (as the case may be) under any Regulated Agreement.
20. No variation to this Legal Charge will be effective unless recorded in writing and so executed by both parties.
21. If any provision of this Legal Charge is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable or indications to that effect are received by either of the parties from any competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or if that is not possible it shall be severed from this Legal Charge and the remaining provisions of this Legal Charge shall remain in full force and effect.
22. No delay or forbearance on the part of the Council in enforcing observance or performance by the Owner or giving of time or indulgence to the Owner shall release or discharge or exonerate or in any way affect the liability of the Owner under this Legal Charge.
23. The Owner warrants to the Council that he has taken independent legal advice on the terms of and his obligations under this Legal Charge.
24. This Legal Charge does not create any rights enforceable by any person not a party to it by reason of the Contracts (Right of Third Parties) Act 1999.
25. This Legal Charge shall be governed by and construed in accordance with English law.

Executed as a Deed and delivered by the parties to it on the date set out above

THE COMMON SEAL of)
THE KENT COUNTY COUNCIL)
was affixed to this Deed in the presence of:-)

Authorised Signatory

A Member of the Kent County Council

SIGNED AS A DEED by the said)
BORROWER1_FULLNAME)
in the presence of:)

Witness signature.....

Name.....

Address.....

.....

.....

Occupation.....

SIGNED AS A DEED by the said)
BORROWER2_FULLNAME)
in the presence of:)

Witness signature.....

Name.....

Address.....

.....

.....

Occupation.....

EXECUTED as a deed by)
BORROWER1_FULLNAME)
Acting by a Director and its Secretary)
or two Directors)

Director

Print Name:

Director/Secretary

Print Name:

EXECUTED as a deed by)
BORROWER1_FULLNAME)
acting by a Director, in the presence of:)

Witness signature.....

Name.....

Address.....

.....

.....

Occupation.....

Subject:	TOURISM AND VISITOR ECONOMY STRATEGY
Meeting and Date:	Cabinet – 4 November 2019
Report of:	Tim Ingleton, Head of Inward Investment
Portfolio Holder:	Councillor Michael Holloway, Portfolio Holder for Community and Tourism
Decision Type:	Key
Classification:	Unrestricted

Purpose of the report: To seek approval for public consultation on the Tourism and Visitor Economy Strategy, and delegated authority for the Strategic Director (Operations and Commercial) and the Head of Inward Investment, in consultation with the Portfolio Holder for Community and Tourism, to further amend, edit, finalise and adopt the Tourism and Visitor Economy Strategy following public consultation.

Recommendation: To grant approval for a period of public consultation on the Tourism and Visitor Economy Strategy, and to delegate authority to the Strategic Director (Operations and Commercial) and the Head of Inward Investment, in consultation with the Portfolio Holder for Community and Tourism, to further amend, edit, finalise and adopt the Tourism and Visitor Economy Strategy in response to consultation.

1. Summary

- 1.1 Dover District Council has recognised the strategic importance of tourism and the visitor economy to Dover District, as well as its direct correlation and synergy to wider corporate objectives, policies, planning and ambitions – to make Dover District ‘a great place to live, work, visit, learn and invest’.
- 1.2 It has been proposed that the Council should adopt and deliver a new and ambitious, overarching, Tourism & Visitor Economy Strategy supporting the District’s collective and collaborative aims.
- 1.3 In order to finalise and adopt the new Tourism & Visitor Economy Strategy and maintain a launch date of around the start of April 2020 approval is sought to undertake 8 weeks of public consultation as soon as possible, followed by final copy amendments and editing in response to consultation.

2. Introduction and Background

- 2.1 Tourism is recognised as one of the UK’s largest, most valuable and fastest growing industries. In 2018 it accounted for 7.2% of total UK GDP (£145.9 billion) and 3.9% of UK GVA (£67.8 billion). In terms of employment the industry accounts for 5% of all UK employment (2016). The government’s modern Industrial Strategy set out a long-term plan to boost the productivity and earning power of people throughout the UK. The tourism sector is recognised by the government in having the scale and geographical reach to deliver on this ambition. Tourism is one of only ten industries to receive a Sector Deal through the government’s Industrial Strategy.

- 2.2 Tourism is equally recognised as a key industry in Dover District. The visitor economy is currently worth around £282 million annually and supports 5,796 jobs. The District welcomes over 4.5 million visitors per year. Dover District Council has recognised the strategic importance of tourism and the visitor economy to Dover District, as well as its direct correlation and synergy to wider corporate objectives, policies, planning and ambitions – to make Dover District ‘a great place to live, work, visit, learn and invest’.
- 2.3 Economic development, tourism, inward investment and the visitor economy are recognised and considered a central component of Dover District Council’s work.
- 2.4 Over the last year the Council has invested in tourism and the visitor economy. The Council has created a new Strategic Tourism Manager post to accelerate the promotion, maximisation, inward investment and safeguarding of tourism and visitor opportunities and productivity across White Cliffs Country. As well as leading the Tourism & Visitor Economy Department and its onward development, the role has also been tasked with formulating a new strategic and collaborative approach for tourism across the District. This strategy aims to compliment, support and influence Dover District Council’s wider strategies, policies and planning decisions; including the emerging Corporate Plan and Local Plan. It also aims to raise current and future aspirations and opportunities on the national stage.
- 2.5 Previously based within a ‘Museum & Tourism’ function, the ‘Tourism & Visitor Economy Department’ is now a central part of a new ‘Economic Development & Tourism Department’, led by the Head of Inward Investment, due to its strategic importance to economic, social and cultural regeneration.
- 2.6 The strategy is fully aligned to the objectives of Dover District Council’s Corporate Plan and Local Plan. It has also adopted the five strategic pillars of the Government’s ‘Tourism Sector Deal’ and ‘UK Industrial Strategy’ as its core themes. These pillars are: Ideas, People, Place, Business Environment and Infrastructure.
- 2.7 Thorough research and internal and external stakeholder consultation has already taken place. This included informal consultation from October 2018 (ongoing), and formally during a dedicated tourism stakeholder consultation workshop in March 2019. Key findings from two external ‘Local Plan Consultation Workshops’ in October 2018 were also included.
- 2.8 Prior to CMT approval, the working draft was also shared internally with the Head of Inward Investment; the Head of Planning, Regeneration and Development; the Head of Museums & Tourism; the Head of Commercial Services, Parks and Open Spaces; the Head of Assets & Building Control; and the Head of Community & Digital Services; with feedback and subsequent amendments made. Internal feedback and review was also sought from the Policy and Projects Manager; Strategic Delivery Manager (Infrastructure); Planning Delivery Manager; Corporate Projects Manager; Funding & Communication Manager; and the Leadership Support Officer.
- 2.9 Please refer to: APPENDIX 1 – EXECUTIVE SUMMARY CONSULTATION DRAFT, ‘Destination White Cliffs Country – A Growth Strategy for Tourism and the Visitor Economy 2020 to 2030’.
- 2.10 Please refer to: APPENDIX 2 – EXECUTIVE SUMMARY FLYER CONSULTATION DRAFT, ‘Destination White Cliffs Country – A Growth Strategy for Tourism and the Visitor Economy 2020 to 2030’.
- 3. Identification of Options**
- 3.1 To grant approval for public consultation on the Tourism and Visitor Economy Strategy, and to delegate authority to the Strategic Director (Operations & Commercial) and Head of Inward Investment, in consultation with the Portfolio Holder for Community &

Tourism, to further amend, edit, finalise and adopt the Tourism and Visitor Economy Strategy in response to consultation.

- 3.2 To grant approval for public consultation on the Tourism and Visitor Economy Strategy, and to delegate authority to the Strategic Director (Operations & Commercial) and Head of Inward Investment, in consultation with the Portfolio Holder for Community & Tourism, to further amend, edit and finalise the Tourism and Visitor Economy Strategy in response to consultation. Final strategy sign-off and adoption to be sought through Cabinet.

4. **Evaluation of Options**

- 4.1 Option 3.1 (Recommended) offers best practice in regard to further public consultation and delegated authority enabling swift, nimble and timely amendment, finalisation and adoption of the strategy.
- 4.2 Option 3.2 offers best practice in regard to further public consultation. The process of Cabinet approval for adoption (following the period of consultation and amendments) could add circa two months to the project timeline.

5. **Resource Implications**

- 5.1 Delivery of this strategy will require additional resources for the Tourism & Visitor Economy Department, as well as additional annual budget; both will be determined in due course as part of Dover District Council's internal, annual, financial planning.
- 5.2 Other Dover District Council departments with connected and cross-purpose objectives may also require additional budgetary resource.
- 5.3 Where possible and available external funding and grants will be sought to support plans and objectives within the strategy.
- 5.4 Departmental resources and budgets will be discussed and finalised through normal Dover District Council processes and approvals.
- 5.5 Other than through funding bids and direct/indirect taxation, the strategy will not generate direct income for the Council, however it is projected to grow our district's visitor economy, attract further investment and development in the district, and generate more employment and opportunities for our communities.

6. **Corporate Implications**

- 6.1 Comment from the Director of Finance: Accountancy have been consulted in the writing of this report and have no further comment to make (AHC).
- 6.2 Comment from the Solicitor to the Council: The Head of Governance has been consulted during the preparation of this report and has no further comment to make.
- 6.3 Comment from the Equalities Officer: This report does not specifically highlight any equality implications however in discharging their duties members are required to comply with the public sector equality duty as set out in Section 149 of the Equality Act 2010 <http://www.legislation.gov.uk/ukpga/2010/15>.
- 6.4 Other Officers (as appropriate):

7. **Appendices**

- 7.1 Appendix 1 – EXECUTIVE SUMMARY CONSULTATION DRAFT, 'Destination White Cliffs Country – A Growth Strategy for Tourism and the Visitor Economy 2020 to 2030'.

7.2 Appendix 2 – EXECUTIVE SUMMARY FLYER CONSULTATION DRAFT,
'Destination White Cliffs Country – A Growth Strategy for Tourism and the Visitor
Economy 2020 to 2030'.

8. **Background Papers**

[UK Industrial Strategy](#)

[UK Tourism Sector Deal](#)

[The UK Government's International Business Events Action Plan](#)

Contact Officer: Christopher Townend, Strategic Tourism Manager



Destination whitecliffscountry

Growth strategy for tourism
and the visitor economy
2020 to 2030

Executive Summary
Consultation Draft
October 2019

**CONFIDENTIAL
DRAFT COPY
OCTOBER 2019**

'To be a vibrant world-class destination valued for its outstanding heritage, landscape and pursuits, as well as its ease of access, warmth of welcome and wealth of opportunity.'

The growth and success of tourism in White Cliffs Country is dependent on everyone working together to achieve this common vision.

Tourism is everyone's business



Consultation event with local stakeholders, Dover Athletic FC, March 2019



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Our core tourist markets as identified by Visit England:

- 'Country Loving Traditionalist'
- 'Free & Easy Mini-Breaker'
- 'Fun in the Sun'

Primary UK resident market (within a one hour drive time) in excess of 1.2 million people living in 520,261 households.

Secondary UK resident market (within a two hour drive time) in excess of 15.3 million people living in over 6.2 million households.

360°
of opportunity

Welcome

White Cliffs Country is a unique place where coast meets country, beauty meets history, tranquil meets active, and England meets Europe.

Nationally and internationally significant, it is home to over 100 visitor attractions, 57 conservation areas, 48 ancient monuments, 30 walking routes, 9 cycle trails and over 200 parks and open spaces.

One of the most climatically-continental places in the UK, the district covers 123 square miles with 20 miles of coastline and beaches. 22% of the entire region is designated as an 'Area of Outstanding Natural Beauty (AONB)' and 3% of this is designated as Heritage Coast.

White Cliffs Country

'History and heritage, landscape and nature, active pursuits'.

The 'Character Towns':

Deal

'A quaint, quirky and quintessentially English seaside town'.

Dover

'An active, adventurous and authentic English historic town'.

Sandwich

'A relaxed, romantic and rustic English medieval town'.

Discover more and explore
beyond the chalk

An incredible

opportunity

Foreword



Samphire Hoe, Dover

© James Kirby



Deal Pier

© Derek Walker



Sandwich



We want a national and international shift of focus. To take tourism in White Cliffs Country to a whole new level to harness the huge potential this industry has to grow our district's economy, and to drive economic, social and cultural regeneration. We have an incredible opportunity to grow our tourism industry, and in doing so to rebuild and rebalance our district as a whole.

Creating more jobs, more spend, a greater sense of civic pride, and in turn, creating new opportunities for further investment and growth.

We are bringing a whole new approach to tourism, removing barriers to growth, investing more in backing the industry all the way. But the key to making tourism flourish in the district lies with the industry itself, and the local businesses and organisations at its heart. We want to empower the industry and allow it to develop and take responsibility for its own future. Let's collaborate and see what can be achieved by the Council and business working together.

In July 2020 White Cliffs Country hosts 'The 149th Open' as the only golfing major held outside the US returns to Royal St George's in Sandwich. The eyes of the world will be on us and we have an unprecedented opportunity to showcase all that White Cliffs Country has to offer.

I am confident that we can, together, think differently and grow our service industry to make the coming years the best ever for visitors and tourism in White Cliffs Country.

Cllr TBC,
Leader of Dover District Council

A new vision for White Cliffs Country



This is the first Tourism Strategy produced by Dover District Council with the specific aim of stimulating market growth and new investment in our visitor economy. We've set ourselves an ambitious target for White Cliffs Country to stand out as not only a great place to visit, but also as an outstanding location to invest in the tourism and hospitality sector.

The Council wants visitors and residents alike to explore, experience, and enjoy all that White Cliffs Country has to offer, and we need to do more to develop our tourism economy, such as encouraging people to stay longer, explore further and spend more during their trip, which in turn has the potential to generate new investment, jobs, growth and opportunity for local people.

Everyone who lives, works and studies in the district should be a vocal ambassador for White Cliffs Country. We all have a crucial role to play in spreading the word, nationally and internationally, by showcasing the district to visitors, family and friends.

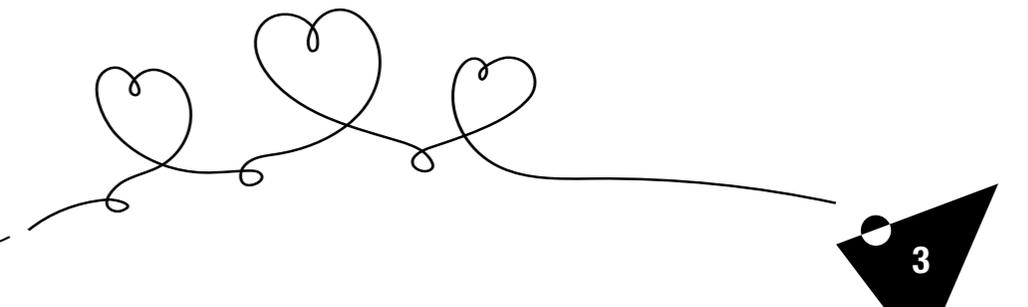
Most significantly this new strategy sets out to create a visitor environment that attracts, stimulates and supports small, medium and large businesses in the tourism industry to thrive – now and in the future.

Few industries are as dynamic as tourism, and few have such growth potential. But achieving sustainable growth does not come easy. It requires an exceptional level of collaboration and partnership between the industry and the public sector.

Our landmarks, attractions, countryside and culture are magnets for visitors locally and from all over the world. The iconic White Cliffs of Dover, Dover Castle and Dover itself are truly world-famous and draw a crowd. Events like 'The 149th Open' will also attract new national and international audiences and opportunities, promoting White Cliffs Country to a world.

These are extremely exciting times for the district's tourism industry.

Cllr Michael John Holloway OBE,
Portfolio Holder for Community and Tourism



South Foreland Lighthouse,
St Margaret's-at-Cliffe, Dover
© National Trust



Making the most of our

Purposeful and Playful Coast and Country

The Dover district is made up of a blend of historic towns and villages, magnificent countryside, rolling seascapes and coastal landscapes. All of this can be found alongside a rich heritage, cultural experiences, a wealth of business and commercial opportunities, a whole host of places of interest and, of course, the advantages of being the United Kingdom's gateway to Europe with high speed transport (HS1) and the busiest passenger ferry port in the world. White Cliffs Country is a great place to live, work, visit, learn and invest. It has a proud past and an exciting future.

We are ambitious for our district and want to capitalise on the growth potential of tourism for the visitor economy recognising that the sector can help drive local growth, jobs and prosperity, building on the potential offered by our geographic location.

'Destination White Cliffs Country – A Growth Strategy for Tourism and the Visitor Economy 2020 to 2030' is a framework for the development of tourism in White Cliffs Country over the next ten years. It is fully aligned to the objectives of Dover District Council's Corporate Plan, and the Local Plan, and reflects the priorities and aims of the Government's Industrial Strategy and the Tourism Sector Deal.

Currently Dover is attracting increased attention as the nation forges a new relationship with Europe. In addition, in July 2020 the focus of the sporting world centres on the district with the return of 'The Open' to Sandwich. Events such as these will attract new audiences and opportunities, as we seek to energise our ambitions for tourism putting White Cliffs Country at the centre of the global stage. But we recognise this will not happen on its own – successful implementation of the strategy relies on all public, private and voluntary sector partners playing their part in its delivery.

The strategy sets out an ambitious, yet realistic, challenge for the tourism sector to achieve stronger economic and employment growth.

By working with key industry stakeholders, businesses and community groups, we can focus on a destination management approach that works for our district to deliver:

- Unrivalled experiences for visitors.
- Tangible economic growth; more businesses, jobs and increased prosperity.
- Improved facilities, opportunities and infrastructure for our residents and visitors.
- Supporting sustainability; protection and enhancement of the built and natural environment.

We want to embrace our 'purposeful and playful' identity, as identified within the Cultural Survey & Framework for Dover (2009) to maximise the benefits that a vibrant tourism and visitor economy can offer the entire Dover district.

Over its 10-year lifetime, this strategy aims to stimulate market growth; create jobs; increase overnight trips, spend in the area and the district's wealth; stimulating and supporting individuals and businesses to thrive now and in the future.

Delivering this strategy creates a unique opportunity to showcase the very best of White Cliffs Country to regional, national and international markets in a way no other sector can; ways that will position the district and our towns and villages as 'great places to live, work, visit, learn and invest'.

This strategy is intended to be a road map to unite all those working to support and promote the local visitor economy to ensure that White Cliffs Country keeps pace with and exceeds national growth.

We want to:

- Encourage investment in the tourism industry
- Attract new providers and increase the number of visitors coming to the district
- Encourage visitors to stay longer and to spend more when they are here
- Encourage residents and visitors to help us spread the word about the fantastic visitor opportunities in the district.

To deliver this, we need a re-invent the way the public, private and voluntary sectors work and plan together. We need to maximise investment from all available sources and ensure that the overall return on investment benefits businesses dependent on the visitor economy and achieves this growth in a sustainable way that balances the needs of residents, visitors and the environment.

The Strategy is fully aligned to the objectives of Dover District Council's Corporate Plan and Local Plan. We have also adopted the five strategic pillars of the Government's 'Tourism Sector Deal' and 'UK Industrial Strategy' as its core themes. These pillars are: Ideas, People, Place, Business Environment and Infrastructure.*

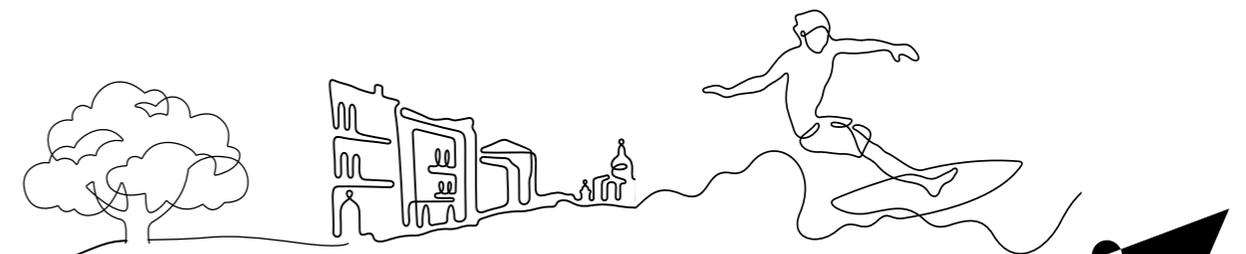
**'A great place to live, work, visit,
learn and invest.'**

*Alongside this strategy is a live action plan, supporting document and evidence base - www.dover.gov.uk

The Guildhall, Sandwich



Deal beach





Dover Seafront



Deal beach



Sandwich Folk & Ale Festival

This strategy is focused on how we can maximise growth and also generate greater benefit by working collaboratively.

What we want to achieve The Ambition

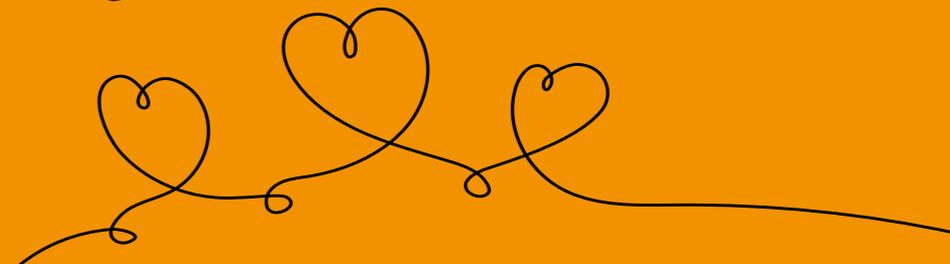
for the district

'To be a vibrant world class destination valued for its outstanding heritage, landscape and pursuits, as well as its ease of access, warmth of welcome and wealth of opportunity.'

for the tourism and visitor economy

'By 2030, the tourism and visitor economy within White Cliffs Country will be a year round sustainable, accessible and productive industry, where businesses are growing and visitors return year after year.'

The Objectives



ideas

To build an innovative economy - with tourism, the visitor economy and sustainability **at its heart.**

people

To generate good jobs and greater earning power for people living in the district - with tourism, hospitality and service **at its heart.**

place

To develop prosperous communities throughout the district - with sustainability, place making and the visitor economy **at its heart.**

business environment

To be 'open for business' and the best place to start and grow a business - with visitors, accessibility and sustainability **at its heart.**

infrastructure

To see an upgrade in infrastructure - with visitors, accessibility and sustainability **at its heart.**

ideas

people

place

business

infrastructure





Measuring **success** Growth targets

Our goal is that by 2030 we will deliver substantial growth in Dover District's visitor economy and create more full time equivalent jobs, when compared to current 2017 levels (Cambridge Modal Data).

In the first five years of the strategy we are aiming for a sustainable increase in the volume and value of tourism, providing a firm foundation for increased productivity in the following years.

© Lydden Hill Race Circuit, Dover

our goal



For tourism to generate greater economic benefits and opportunities for all – recognising the crucial balance between residents, visitors, commerce and business.

The growth and success of tourism in White Cliffs Country is dependent on everyone working together to achieve more.

our aims:

- To increase in the number of staying visitors (International and Domestic), year on year.
- To increase visitor spend per trip, year on year.
- To improved infrastructure; including transportation links, accessibility and digital technology; during the lifespan of the strategy.
- To facilitate and aid the introduction of new hotels, restaurants, attractions, businesses and conference centres during the lifespan of the strategy.

key measurable outputs

Overall performance of the visitor economy can be assessed through tourism data.

- **Number of day trips.** 4,170,000 day trips in 2017.
- **Number of overnight stays.** 422,000 staying visitors in 2017.
- **Duration of stay.** Average length of stay in 2017 was 3.41 nights.
- **Spend.** Average spend per day trip in 2017 was £30.45
- **Levels of satisfaction.** 48% (the average percentage across the character towns) rated their enjoyment as 'very high' in 2018.
- **Recommendation Rate.** 86% (the average percentage across the character towns) felt either 'very likely' or 'likely' to recommend the destination to somebody else in 2018.

Tourism
is everyone's
business

Objective 1

Ideas

To build an innovative economy - with tourism, the visitor economy and sustainability at its heart.

Get our brand in front of the visitor. Be proactive, developing bold, engaging collateral and support the visitor in finding great new experiences that they want to have, and for them to have those experiences in White Cliffs Country. Capitalise on the opportunities offered by our unique heritage, environment and gateway location by supporting the capacity of the sector to grow and innovate, by accelerating developments in digital technology and reducing barriers.

Key themes and associated priority actions for delivery of objectives.

The tourism market is busy and competitive. It is essential that we recognise that the market is changing and look to grow our visitor and tourism economy. This will need a new and fresh approach to develop tourism activity to its fullest, and harness new and emerging, niche markets.



To achieve this objective we will focus especially on:

branding

Establish a new bold and creative White Cliffs Country brand and identity. Positioning the district as a vibrant, outward looking and beautiful destination which is attractive to visitors, residents and investors.

marketing and promotion

Enhance the promotion of the White Cliffs Country brand, nationally and internationally, through an innovative approach to marketing, advertising, promotion and engagement.

partnership and collaboration

Establish greater understanding, collaboration and teamwork between all public sector, private sector and industry partners in White Cliffs Country and beyond; including the creation of a Tourism Advisory Board formed of national and international tourism experts.

Create an accessible White Cliffs Country Tourism & Visitor Economy Data and Information Hub for district visitor-based businesses.

press and familiarisation trips

Generate more press and familiarisation trips to White Cliffs Country, and foster ongoing relationships.

materials

Produce and promote the annual White Cliffs Country Guide, Day's Out Leaflet and other materials as required.

Introduce a new high level Visit / Invest in White Cliffs Country brochure.

signage

Introduce an appropriate level of new visitor-based roadside, town centre, train station and port signage.

trade shows

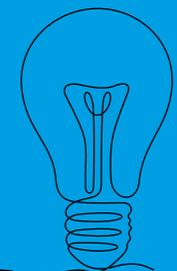
Attend and promote White Cliffs Country at a minimum of one trade show per year; with one of our partners.

visitor information centre

Develop the resources available to the District Visitor Information Centre, based in Dover, and support partners in developing information to visitors recognising their collective strategic importance across White Cliffs Country.

website and social media

Develop and maintain a new state of the art interactive Visit & Invest White Cliffs Country website, supported by the active use of social media across key channels.



Visitor information signage, Sandwich

Objective 2

people

To generate good jobs and greater earning power for people living in the district - with tourism, hospitality and service at its heart.

Ensure through the provision of high quality training in tourism, hospitality and service that the sector can attract, retain and develop a workforce with the skills it needs both now and in the future.



67 Viking Maritime Skills Academy, Whitfield, Dover

Key themes and associated priority actions for delivery of objectives.
We all remember excellent customer service and those who are friendly and go the extra mile. Well trained and engaged staff are the number one asset to any business, organisation and ultimately the destination. They are vital to the customer journey and offer the welcome, engagement and delivery of quality tourism products. Key will be the development of a dynamic programme of reviewing structures, local skills capacity building and changing attitudes to working in the service sector. To address any shortage of skills and any turnover of staff.



To achieve this objective we will focus especially on:

civic pride
Empower people and communities to understand, value and create places of pride in the areas where they live and work.

opportunities for all
Ensure that our tourism offer meets the needs and aspirations of all as we develop schemes for tourism and visitor development.

skills for people
Collaborate with local educational providers to increase the availability of tourism, service and hospitality training & skills development and associated opportunities.

Build extra capacity across the sector to increase employment within the district by supporting delivery and retention. This will be achieved through recruitment programmes to encourage the pipeline of talent that joins the industry; with a focus on training, apprenticeships, volunteering and mentoring.

visitors first
Ensure we put the 'visitor' (and we are all visitors) at the heart of all decision making.



Objective 3

To develop prosperous communities throughout the district - with sustainability, place-making and the visitor economy at its heart.

Embrace our unique location and inspire visitors, providers, developers and businesses to visit, stay, spend and invest.

Developing the visitor economy and making place a central component of every asset.

Key themes & associated priority actions for delivery of objectives.

Great place-making has the ability to help people feel pride and ownership for the place that they live, work and play in. It draws on the wide range of combined assets from culture and arts, history and heritage, through to amazing outdoor spaces and great events. To achieve more and make better use of our core assets, we will develop a more joined up approach and work closely with all those who can influence change.

Place



To achieve this objective we will focus especially on:

art and culture

Invest in strategically important 'Visitor/Cultural Zones' to aid economic, community, cultural, social and environmental regeneration; with a focus on Market Square (Dover), Deal Pier Apron (Deal) and The Quay (Sandwich).

Entwine Art & Culture into the fabric of our everyday environment, as well as our current and future activity.

Investigate the potential of White Cliffs Country, with other districts across East Kent, becoming a 'UK City of Culture'.

countryside, nature, parks and open spaces

Collaborate with the National Trust to investigate the potential of 'The White Cliffs of Dover' becoming a UNESCO World Heritage Site.

Collaborate with partners to investigate the potential of the Kent Downs Area of Outstanding Natural Beauty (AONB) becoming a National Park.

Invest in the development of our Parks and Open Spaces to create a high quality environment, with a view to achieve a 'Green Flag Award' accreditation.

Work with partners to raise the standards of our Beaches and Marinas, with a view to achieve a 'Blue Flag Award' accreditation.



carbon free

Work with the District's tourism industry towards the early achievement of this Council's carbon-neutral ambitions, in support of the government's NetZero plans.

entertainment and evening economy

Increase the quantity, quality and range of the district's entertainment & evening economy stock; with a focus on stimulating more investment, as well as supporting improvements and new developments.

Continue to raise the social, cultural and safety standards of our towns to ensure they provide entertaining, diverse, safe and enjoyable nights out with a view to achieve a 'Purple Flag Award' accreditation.

festivals and events

Employ a White Cliffs Country 'Visitor Events & Projects Assistant'.

Facilitate a new signature festival/event for White Cliffs Country of national scale - unique to the district and providing a new reason to visit.

history and heritage

Identify, designate and protect our history and heritage and embed it into the fabric of our everyday environment, as well as our current and future activity.

leisure and active amenities

Develop and protect current and identify potential opportunities and areas to expand facilities for outdoor leisure and activity.

place-making and public realm

Invest in 'place-making and public realm' activity across the three character towns to position the district as a vibrant, outward looking, safe and beautiful environment to live, work and visit; with a focus on festivals & events (including 'The Open'), culture & art, history & heritage and the evening economy in order to support and strengthen our town centres.

regeneration and planning

Research and identify the potential to simplify planning rules through local development orders and the fast tracking of applications, as part of the creation of Tourism Zones within the district.

sustainability and green

Support the renovation and reuse of buildings and facilities to support housing, business, visitors and economic activity. Holistic developments that can support economic growth and ensure that urban and rural communities have a long term future for the people that live, work, visit, learn and invest in district.



Objective 4

business

To be 'open for business' and the best place to start and grow a business – with visitors, accessibility and sustainability at its heart.

Improve the productivity of the tourist industry and establish the District as a leading destination for visitors and business. Reducing barriers, business friendly, developing opportunities and putting economic growth first.

Key themes and associated priority actions for delivery of objectives.

Broaden our understanding of the visitor economy beyond leisure and ensure that, whatever the reason for travel, there is an opportunity in White Cliffs Country. Each opportunity is incredibly valuable and has the ability to attract the newly emerging visitor who prefers to experience something different from a destination. Each segment also has the potential to stabilise the district tourist industry and has huge potential to generate more for the local economy.

The Freed Man, Walmer, Deal - dog friendly micropub



To achieve this objective we will focus especially on:

business

Work with partners and actively promote 'Invest in White Cliffs Country' business opportunities, as well as encourage the industry to embrace M.I.C.E (meetings, incentives, conferences and events) based business development.

Support, facilitate and nurture investment in innovative, sustainable and high potential businesses to bring forward commercial and business developments.

educational tourism

Work with educational partners to boost educational tourism and promote White Cliffs Country as a great place to study and learn.

experiences

Work with partners to increase the quantity, quality and range of the district's 'experience' offer; with a focus on supporting improvements, encouraging more and actively promoting our current experience providers and their unique offers.

screen tourism – film and television

Work with partners, including the Kent Film Office and other associations, to identify possible locations and promote opportunities for screen tourism within White Cliffs Country.

food, drink and local produce

Develop a 'Produced in White Cliffs Country' trade association and forum to identify opportunities to create exciting food and drink experiences for visitors and promote the local produce offer.

sport

Work with partners, industry and business to nurture, encourage and facilitate the development of exciting sectors, such as the golfing sector, sports tourism and sport based assets and events across White Cliffs Country.



Objective 5

infrastructure

To see an upgrade in infrastructure - with visitors, accessibility and sustainability at its heart.

Connect the District's towns, attractions, accommodation providers, businesses and assets for the benefit of all. Ensuring value growth by converting day visits to overnight stays. Distributing the economic strength of tourism across White Cliffs Country and reducing barriers.

Key themes and associated priority actions for delivery of objectives.

The provision of infrastructure is central to the wider economic and tourism growth agenda and benefits residents and visitors alike. Infrastructure has a range of elements at its core and is an intrinsic part of the development of any destination of choice. It can contribute to increased efficiency of production and distribution of services.

© Betteshanger Park, Deal



To achieve this objective we will actively seek to secure available external grants and funding, and proactively collaborate with all required public and private sector stakeholders, industry and partners.

We will focus especially on:

accommodation

Increase the quantity, quality and range of the district's visitor accommodation stock; with a focus on supporting improvements, rural/farming diversification of business use and new large 5*/4* hotel developments.

attractions

Increase the quality and range of the district's visitor attraction stock with a focus on supporting improvements and new developments. Increase the quality of the visitor experience, supporting businesses to address seasonality, provide innovative and high quality experiences to the customer and build digital capability.

digital

Lobby, support and invest in digital infrastructure with an aim to become one of the most accessible and sustainable locations in England; with a focus on 'digitally' enabled destinations.

transportation, parking and accessibility

Lobby, support and invest in transport and parking infrastructure with an aim to become one of the most accessible and sustainable locations in England; with a focus on electric vehicle charging infrastructure.

Address rail-first and last mile challenges, with partners, to connect our landscapes, attractions, rural areas and assets to key transport hubs; reducing the carbon footprint of the industry.

cycling

Lobby, support and invest in cycling infrastructure to improve connectivity and accessibility, and encourage 'greener' and more sustainable transportation

walking

Lobby, support and invest in walking infrastructure to improve connectivity and accessibility, and encourage 'greener' and more sustainable transportation.





Trends

Addressing visitor trends **within the objectives**

White Cliffs Country has an abundant number of available opportunities to develop and fulfil.

Dover District Council has identified a range of county, national and international visitor trends, opportunities and challenges that need to be met and addressed in order for the district to fully embrace its potential.

Deal Pier Apron © Derek Walker

Targeting visitor trends



demand for unique and personalised 'call to action' experiences

Local specific, bookable (free or chargeable) experiences to excite and engage the consumer – visitors are looking to create memories, learn new skills and do something different, rather than simply enjoy an everyday trip and item or gift purchase.

demand for active pursuits, breaks and holidays

Free or chargeable activities to get active and escape the everyday; recharge, encourage health, wellbeing and wellness.

demand for 'local'

Experience place as a local – the true and authentic destination; see the unique, local people, community, culture, events, produce, haunts, experiences.

popularity of mini-vacations

More people are taking more breaks, more often – quick and easy getaways for visitors that feel like a holiday and an escape.

embrace digital, be everywhere and always on

Grasp socialnomics - the world and people have changed. Websites, digital channels and social media have transformed the way we live, interact, plan and do business. Join the movement or be left behind. Shareable content, stories, images and video are king.

Visitors spend money, however they also invest time... value their investment



Challenges

Addressing

challenges to the objectives

reimagine

Reimagine and repurpose the White Cliffs Country name into a distinct overarching brand, with sub-brands to work for the whole district.

refresh

Re-introduce the visitor and resident to the district as a 'great' destination of choice – a great place to live, work, visit, learn and invest.

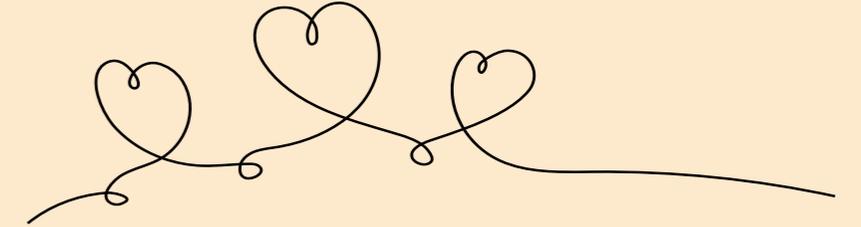
be flexible

To always be flexible and responsive to visitor trends, expectations and demands, but with an eye on cultivating our growing day trip audience into short and long break staycations - not just a day out.

communicate

Communicate the relative ease of getting to the district from central London and Europe (especially France, Belgium, Netherlands and Germany) and work closer with key visitor hubs at a regional, national and international level to encourage all opportunities.

A great destination



improve

Improve current infrastructure to make the district more open, welcoming and easier to get around.

package

Package our visitor offer to increase productivity and profitability rates; make the district easier to buy online and offline.

create

Create compelling reasons to visit the district and ensure we spread the benefits of tourism growth across the whole district.

promote opportunities

Promote opportunities to generate synergies and market opportunities between our attractions, entertainment, food & drink and accommodation providers.

shape and develop

Work with existing businesses, town councils, parish councils, land owners, communities and developers to shape and develop our product offer and celebrate our seasons.

training

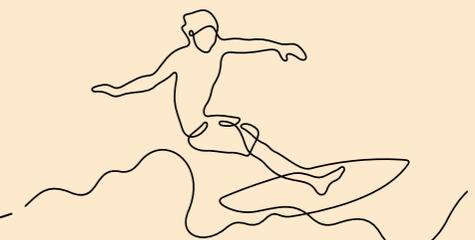
Promote tourism and hospitality as a fantastic career path for local people – developing local training and qualification programmes.

value

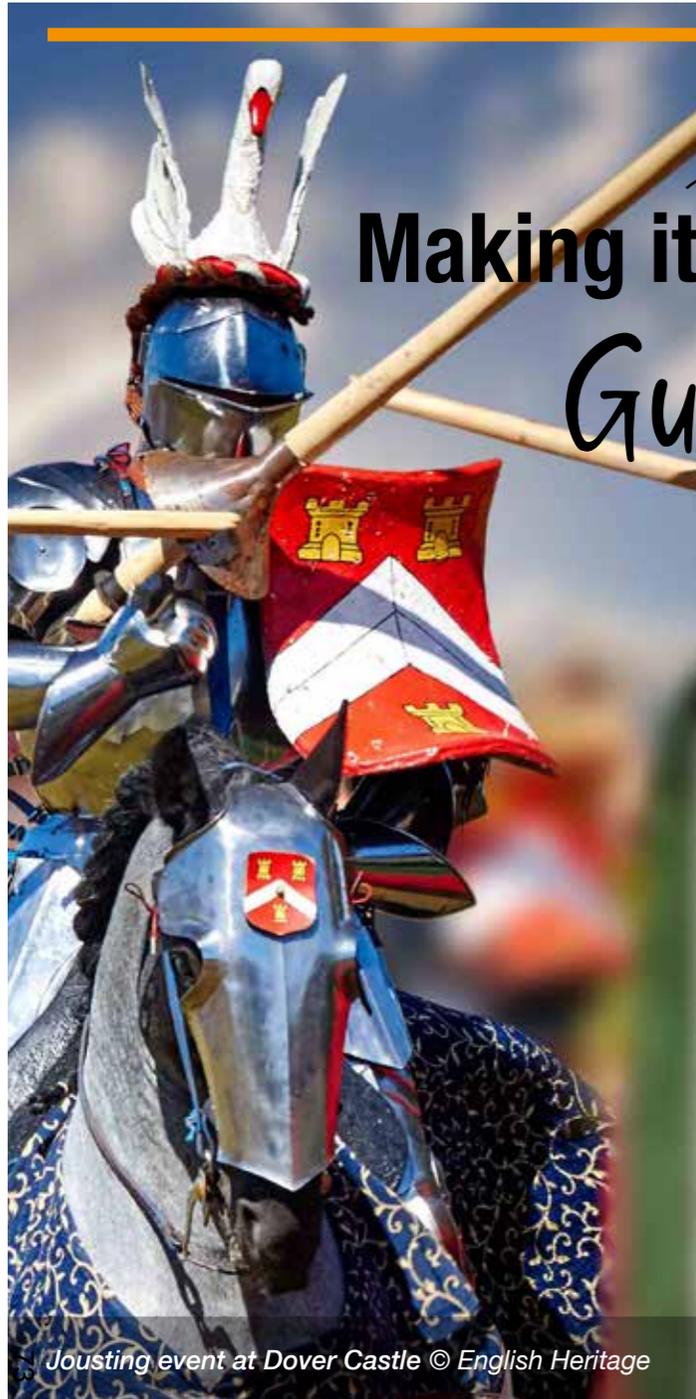
Demonstrate the value of tourism and visitors as a bridge to inward investment, funding, regeneration, planning and stronger community opportunities.

benefits

Clearly show the benefits of partnership working to our commercial partners and the value that can be added by joining forces, cross-selling and getting behind the new overarching brand and vision.



Sandwich Quay



Making it happen

Guiding Principles

The core of this strategy is about making our natural assets, outdoor pursuits, culture and our heritage work harder for the visitor economy.

It's about working together, connecting products and services, offering more to see and do, delivering good customer service, and promoting efficiently and effectively to our target markets. We will work with businesses, the industry and other stakeholders to achieve this.

We have identified ten guiding principles within the strategy.

Jousting event at Dover Castle © English Heritage

positioning White Cliffs Country as a leading tourism destination

Building on our internationally recognised "White Cliffs Country" name, we must pro-actively champion and celebrate our diverse tourism offer, promoting White Cliffs Country as a great place to live, work, visit, learn and invest. We must create a sense of place, communicating clear messages about White Cliffs Country and the special experience we have to offer.

understand the audience

Celebrate and encourage our recognised core tourist markets - Country Loving Traditionalist; Free & Easy Mini-Breaker; Fun in the Sun - and understand the importance of a supporting and integrated local food & drink offer.

value not volume

Marketing campaigns to encourage visitors to invest more time in the destination; to stay overnight, stay longer, spend more, and to return.

collaboration and local ownership

Shared ownership and responsibility across the district (council, business and community etc) for the delivery of actions, avoidance of duplication, and clarity in roles. Initiatives will need to have the widespread backing and support of business communities.

sustainable growth

Working to achieve the right balance to ensure tourism growth is achieved in harmony with the environment and communities, and avoids short termism.

The strategy, and supporting documentation, identifies the strategic direction, nature and scale of the challenges involved in realising the overall strategic vision and achieving the objectives of each strategic outcome.

host community

Ensure that local residents reap the benefits of a successful local visitor economy.

quality offer

Good customer service, cleanliness, safety, good quality amenities, accredited attractions and accommodation will combine to offer a tourism product that will be capable of attracting repeat visitors and business, and establishing a positive reputation for White Cliffs Country. There also needs to be a greater recognition of improving visitor access to facilities (physically and with better, more consistent, opening hours) and meeting the needs of the disabled and older traveller.

innovation

Ensuring White Cliffs Country tourism product and its promotion continually moves forwards and takes advantages of emerging smart technologies.

build on future events

The 149th Open - this is a great opportunity to entice visitors, business and investors back, or attract them here for the first time! Events that put the district on the map in terms of showcasing what we have to offer.

stimulating external funding and investment

Proactively seek external funding opportunities to invest in tourism facilities, experiences and opportunities that will help unlock tourism's growth potential.

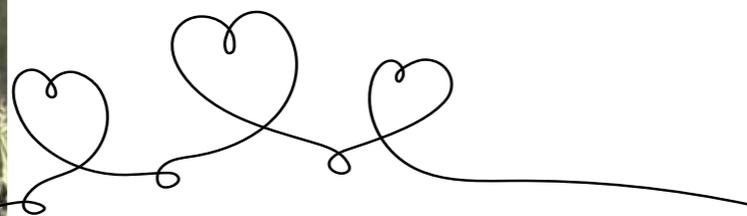


Dover District Council

Making it happen

Action Plan

There is a lot to do and we will need to manage resources effectively. The Council has a role as a leader, influencer, facilitator and investor.



Red Panda at Wingham Wildlife Park, Sandwich

lead

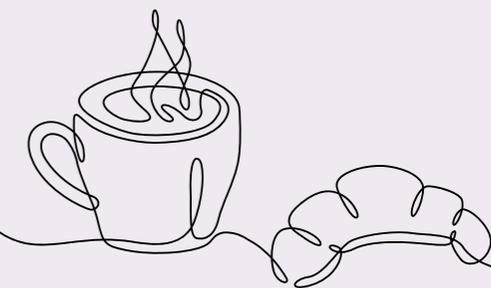
- Deliver outstanding visitor experiences and visitor information services at district-owned visitor assets.
- Stimulate investment and funding in tourism facilities, experiences and opportunities that help unlock tourism's growth potential.
- Ensure visitor-focused transport and digital infrastructure is part of the experience.
- Ensure Dover District Council departments, staff and Councillors are advocates for the visitor economy and work as a team across departments to deliver the strategy.

facilitate

- Encourage and oversee new projects and activity, including festivals and events that businesses and partners can support and take part in.
- Ensure businesses are equipped with the tools and business advice they need to make the most of the visitor economy and improve productivity; as well as the number and quality of new jobs and apprenticeships in the sector.
- Ensure education providers are equipped with the tools and advice they need to tailor courses and training to the demands of the industry.
- Open up clear routes to support providers to build industry capacity and training.

how we will do it

- Valuing and understanding tourism and the visitor economy, working together and collectively thinking differently. Re-imagining what we have and what's possible.
- More marketing, more promotion, more communications, more engagement.
- Create a Tourism Data Hub to support the district's industry, including data, research, policy, training, photos, videos and stories.
- Create appropriate skills, teams, resources and capacity within the tourism department, and within other district Council departments to collectively support and champion the visitor economy.
- The Tourism & Visitor Economy Department to fully liaise with stakeholders and work with businesses to coordinate and bring forward offers, stories and experiences across the district; as well as local training and qualification programmes.
- Create a Tourism Advisory Board formed of national and international industry experts, to meet twice a year, to provide oversight, guidance and support.



Dover District Council

Making it happen

Delivering growth

actions already delivered during the creation of this strategy

- Thorough consultation with the tourism industry.
- Tourism and the visitor economy's recognition as a priority within the district, in regard to the district's economic development and onward growth.
- Implementation of collaborative approach between the district and character towns (Dover, Deal, Sandwich) through regular communication and dialogue.
- Partner member of the England's Coast Project (Discover England Fund Project).
- Launch of a White Cliffs Country Accommodation Charter.
- Partner membership with UKinbound.
- Worked with Kent County Council to fund an audit of the district's walking and cycling offer.
- Implementation of collaborative approach with Visit Kent. District efforts being matched by the county tourist board and in turn plugged into national and international marketing efforts.
- Part of the Interreg 'Experience' Project - match-funding partner of Visit Kent and Kent Downs AONB.

Economic Development and Tourism Team

Tourism is a highly competitive business. Those destinations likely to succeed tend to be those that best understand the environment within which they operate and which can track their performance and the impact of their interventions, understand changing customer expectations and be responsive to those needs. We have established our 'Tourism & Visitor Economy Team', within the new 'Visitor and Economic Development Department' to support the tourism industry and realise its full potential. The capacity, structure, resources and capability of the team will require development and will be an ongoing process.

actions we will deliver in the first 12 months of this strategy

- Launch a 'White Cliffs Country' Data Hub' containing useful data, research, information, images, videos and stories; and make it freely available to businesses within the district.
 - Establish, with partners, a new ambassador/greeter training programme and qualification.
 - Collaborate with local educational providers to increase the availability of tourism, service and hospitality training & skills development and associated opportunities.
 - Engage local producers, and showcase local food and drink.
 - Deliver an audit of cycling and walking in the district, with a focus on connectivity between the character towns.
 - Working with partners to enable and deliver successful golf tournaments and maximise the marketing and promotional opportunities.
 - Take a leading role in Kent's bid to become one of the UK's first pilot 'Tourism Zones'.
 - The strategy will be reviewed annually and further shaped through an ongoing process of collaboration with residents, communities and businesses in the district.
- Launch a new interactive White Cliffs Country website, supported by the active use of social media across key channels.
 - Root and branch review of Dover District Council's allocated resources to tourism and the visitor economy.
 - The adoption of this 'Tourism & Visitor Economy Strategy' in to the new Corporate Plan and Local Plan, as well as other Council planning.
 - Lead an annual 'District Visitor Economy Conference' to launch the new Strategy and Brand, including a District Awards Event.
 - Establish a working White Cliffs Country Partnership Board, with representatives from public, private and community sectors to help drive, oversee and champion the delivery of the strategy. Delivery will be undertaken by all members of the White Cliffs Country Tourism Partnership and an Action Plan will show which organisation will lead and deliver each activity contained within it.
 - Create a Tourism Advisory Board formed of national and international industry experts, to meet twice a year, to provide oversight, guidance and support. The Board will not dictate projects, but will raise district profile at a high level.



RHIB rides with Dover Sea Safari, Dover
© Dover Sea Safari

Appendix A

Overview

Context

White Cliffs Country

'A unique destination where coast meets country, beauty meets history, tranquil meets active, and England meets Europe'

location

As a visitor destination, White Cliffs Country's strength is in its location, it's three main character towns, traditional rural villages, heritage, coast, countryside and access to a wealth of surrounding attractions from London, Canterbury, Calais, Dunkerque and beyond!

White Cliffs Country covers an area of 123 square miles, with a wide range of natural environments, from the internationally important chalk downs to our world-famous coastline stretching for around 20 miles. At its closest, White Cliffs Country is only 21 miles from France. Most of the countryside and coastline are protected by landscape and nature conservation designations, reflecting the environmental significance of this breath-taking corner of the Garden of England.

The district (as part of East Kent) is also one of the driest, calmest, sunniest, warmest (by day) and most climatically-continental places in the United Kingdom.

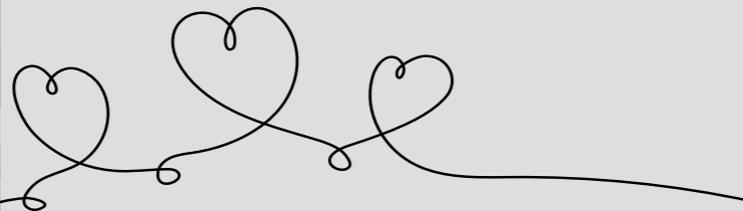
Due to its strategic location, the area boasts a rich archaeological and historical heritage of international importance - to the envy of many destinations - offering over 2,800 listed buildings, 48 ancient monuments, 12 museums, 57 conservation areas and 21 historic parks and gardens.

The iconic White Cliffs (a recognised symbol of Britain) and town of Dover are also truly world-famous. White Cliffs Country's popularity with visitors because of this rich history, international status and associated attractions is obvious. However, it's beautiful and unique countryside, walking and cycling provision, character towns and wide range of experiences and things to do must also be noted. Not to forget, the international attention and significance that is placed upon the district through links golf, and 'The Open'. Golf and associated Sports Tourism is an increasing recognised area of development for the district as a whole.

Beyond the three key character towns of Maritime Deal, Historic Dover and Medieval Sandwich, the district also features a wide range of beautiful villages, attractions, accommodation, products and experiences in rural areas.

White Cliffs Country has three visitor information centres, one within each character town. The three towns are at different stages of tourism development with different challenges to address, different offers and individual target markets.

We need to develop a White Cliffs Country story, setting out what we have to offer and what we need to focus on to shape our sense of place and guide our development as a world-class destination. This will shape not only communications but also actions by the public and private sector, behaviour, product development and the management of the built and natural environment.



Appendix A

Overview

Location



Character Town Comparison highlights

Deal

WINNER

*The Telegraph's 'High Street of the Year' 2013.
'Pier of the Year' 2008.*

OVER 100,000
Visitors per year each to
both *Betteshanger Park*
and *Walmer Castle & Gardens*.

FIRST
Conservation Area in Kent
to be designated (1968).

Dover

WORLD-FAMOUS

Iconic White Cliffs of Dover.

CIRCA 400,000
Visitors per year to
Dover Castle.

PORT
England's second busiest
cruise port and
Europe's busiest
international ferry port.

Sandwich

UNIQUE

Most complete medieval
town in Britain.

OVER 400,000
Visitors per year to
Wingham Wildlife Park.

GOLF
Two golf courses that
have collectively hosted
'The Open' 16 times
including 'The 149th
Open' in July 2020.

Appendix A

Overview

Character Town

Maritime Deal

'A quaint, quirky and quintessentially English seaside town'

Visitor offer



Culture & Art



Heritage



Food & Drink



Shopping



Activities



Golf



Beach/coast

Deal is an attractive, timeless and historically important seaside town with a rich heritage of smuggling and seafaring.

The character town of Deal encompasses Walmer, Ripple, Kingsdown, Sholden, Ringwold, Betteshanger, Great Mongeham, Northbourne, East Studdal, Tilmanstone.

Comparative Destination:
Whitstable and Aldeburgh

Twinned with Saint-Omer, France
and Vlissingen, Netherlands

Economic impact

1,676,900
trips

£76,945,500
tourism value

5%
tourism employment

4.54
average days stayed

£223.32
average overnight
spend

(2017 data)

Visitor Satisfaction

51%
enjoyment
'very high'

42%
enjoyment 'high'

94%
'very likely' or 'likely'
to recommend

(2018 Deal Visitors Survey)

25
Attractions

11 FREE

152.8 DAYS
average yearly
opening

30%
open seven days a
week

(2018 Deal Visitors Survey)

11 EVENTS
annually

(Visitor focused events)

Activities

87% visitors
walking or rambling

Accommodation
180 options
(not incl. Airbnb)

762 beds
1,160 bedspaces

4.2
bedrooms
average per provider

£80pn
median price



Appendix A

Overview

Character Town

'An active, adventurous and authentic English historic town'

Historic Dover

Dover is a rich tapestry of nationally and internationally important history and heritage; a world-famous town with many direct links to the making of Britain.

The character town of Dover encompasses Capel-le-Ferne, Lydden, Guston, Whitfield, Hougham, River, Shepherdswell, Elvington, Temple Ewell, Wootton, Martin Mill, St Margaret's Bay, Sutton-By-Dover, St Margarets-at-Cliffe, Alkham, Swingate, Ashley, Barfrestone.

*Comparative Destination:
Dunkerque, Calais, Boulogne-sur-Mer,
Ostend and Rotterdam*

*Twinned with Calais, France and
Split, Croatia*

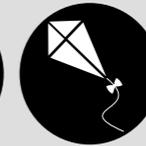
Visitor offer



Heritage



Outdoor



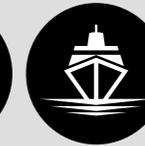
Activities



Shopping



Food & drink



Port



Beach/coast

Economic impact

1,743,000
trips

£111,716,300
tourism value

7%
tourism employment

3.67
average days stayed

£202.26
average overnight
spend

(2017 data)

Visitor
Satisfaction

20%
enjoyment
'very high'

47%
enjoyment 'high'

68%
'very likely' or 'likely'
to recommend

(2018 Dover Visitors Survey)

50
Attractions

15 FREE

172.5 DAYS
average yearly
opening

43%
open seven days a
week

(2018 Dover Visitors Survey)

13 EVENTS
annually
(Visitor focused events)

Activities
62% visitors
walking or rambling

Accommodation
124 options
(not incl. Airbnb)
1,672 beds
2,614 bedspaces

13.5
bedrooms
average per provider
£71pn
median price



Appendix A

Overview

Character Town

Medieval Sandwich

Sandwich is one of the most complete and well-preserved medieval towns in Britain; it's unspoilt streets are said to contain more half-timbered houses than any other street in England.

The character town of Sandwich encompasses Staple, Chillenden, Goodnestone, Wingham, Ham, Ash, Stourmouth, Aylesham, Worth, Woodnesborough, Westmarsh, Shatterling, Richborough.

*Comparative Destination:
Rothenburg ob der Tauber and Faversham*

Twinned with Sandwich, Massachusetts, USA; Honfleur, France; Ronse, Belgium and Sonsbeck, Germany

'A relaxed, romantic and rustic English medieval town'

Visitor offer



Heritage



Golf



Food & Drink



Culture & Art



Activities



River Quayside



Outdoors

Economic impact

292,300
trips

£17,538,700
tourism value

1%
tourism employment

4.33
average days stayed

£224.68
average overnight spend

(2017 data)

Visitor Satisfaction

73%
enjoyment
'very high'

23%
enjoyment 'high'

96%
'very likely' or 'likely'
to recommend

(2018 Sandwich Visitors Survey)

29 Attractions

9 FREE

170.2 DAYS
average yearly opening

37%
open seven days a week

(2018 Sandwich Visitors Survey)

10 EVENTS
annually

(Visitor focused events)

Activities

80% visitors
walking or rambling

Accommodation
80 options
(not incl. Airbnb)

486 beds
986 bedspaces

6.1 bedrooms
average per provider

£77pn
median price



Appendix A

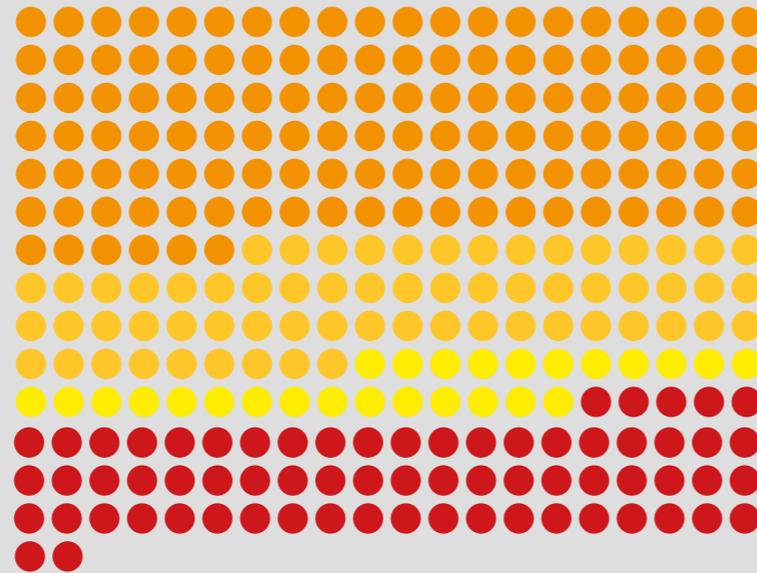
Overview

Current Performance

17% of all employment in the district is tourism/visitor based with the average length of stay being 3.41 nights.

The visitor economy is a key industry in the Dover district and is worth £282million annually, supports 5,796 jobs and welcomes 7% of all visitors to Kent. White Cliffs Country tourism has seen year-on-year growth in economic value and employment since 2006.

Total value of Tourism £281,968,200



- £126,994,000 Day trips (45%)
- £62,878,000 Domestic staying trips (22%)
- £25,949,000 International staying trips (9%)
- Indirect, induced and associated spend

Average spend per visitor

£30.42

Day trips

£61.73
per night

Staying trips

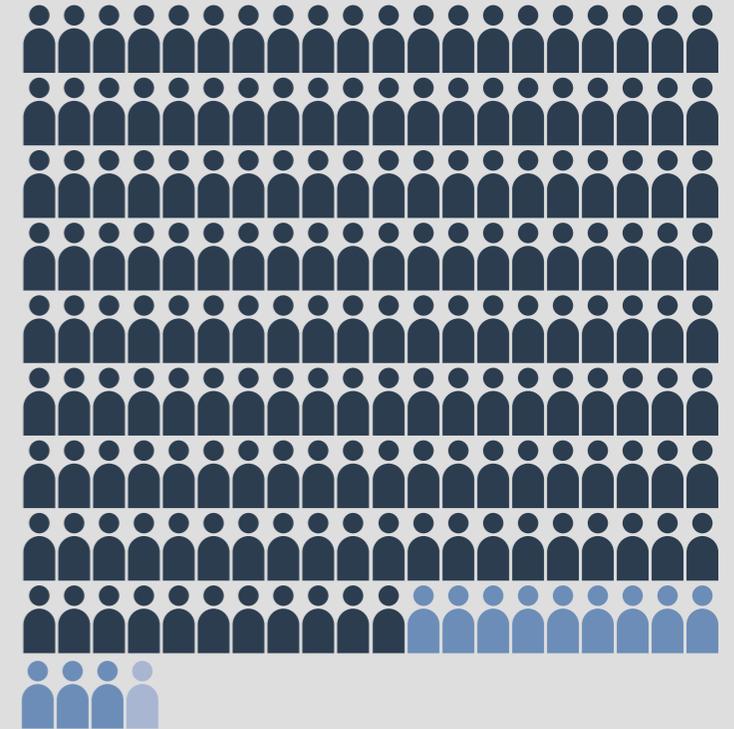
Worth 2x more than a day trip

£210.49

Overnight trips

Worth 7x more than a day trip

Total volume of Tourism 4,592,000



- 4,170,000 Day trips (91%)
- 336,000 Domestic staying trips (7%)
- 86,000 International staying trips (2%)

Appendix A

Overview

We have assisted the success of the district's tourism sector in recent years through a strong focus on promotion and raising awareness by working with the local and regional tourism industry, as well as Visit Kent and Tourism South East under the popular and established White Cliffs Country banner. Projects have traditionally included production of a successful annual tourism guide, annual days out leaflet and an up-to-date website, including live social media platforms. The Council, via the Tourism & Visitor Economy Team, is also directly responsible for running the district's Strategic Visitor Information Centre (VIC) based in Dover (with a contribution to the relocation and running costs from Dover Town Council), as well as the VIC Welcome Desk at Dover Cruise Port.

State of the market

In October 2018, we created a new Strategic Tourism Manager post to step up our role in safeguarding, promoting and maximising tourism opportunities and productivity across White Cliffs Country. Now part of our new Visitor & Economic Development Team, led by the Head of Inward Investment, tourism and the visitor economy is considered a central component of our work.

visitor perception

As would be expected from association with a world-famous, iconic landmark or event within any destination, 'White Cliffs Country' is the most associated statement for the Dover district with visitors, followed by 'The Gateway to England' and 'The Lock & Key of the Kingdom'. White Cliffs Country is a spontaneous association and associated phrase for 79.4% of UK visitors and 58.7% of International visitors. (BrittonMcGrathAssociates)

visitor profile

White Cliffs Country attracts visitors across the age range for holidays and leisure, and has a particular attraction for individuals, couples and family units. Deal and Dover both tend to welcome families and couples, with Sandwich seeing individuals travelling alone and couples. Sandwich also, on average, welcomes an older visitor of 45+. The district relies heavily on repeat visitors (72%), with the character town of Dover, on average, welcoming more first-time visitors. (BrittonMcGrathAssociates)

visitor facilities and services

A range of accommodation types are available and are dotted throughout White Cliffs Country. Primarily mid-range, the majority of accommodation stock is self-catering; based in the form of houses, cottages and chalet rentals (66%), followed by serviced accommodation in the form of B&B's and Hotels (24%). The character town Visitor Surveys 2018 report that, on average, 53% of visitors rated paid for accommodation as 'very good', with 50% stating that it also represented 'very good' value for money.

Locate in Kent and Visit Kent, with DDC involvement, are currently working together on a joint initiative focused on accommodation stock in White Cliffs Country and Kent, with a view to remedy the perceived shortage in the supply of quality hotel stock available to visitors - especially 4 and 5 star accommodation with Food & Drink facilities and large scale conference/meeting and event spaces. The National Coastal Tourism Academy (England's Coast Project) also highlight that one of the common major challenges coastal regions face, as witnessed in Dover district, is the lack of large volume, quality accommodation that will meet the high demand of domestic and international business and leisure markets. The district currently has no '5* rated' hotels and two '4* AA rated' hotels.

White Cliffs Country boasts some award-winning pubs and restaurants serving excellent food. Spa facility developments, conference and wedding rooms, coupled with examples of star-chef destination restaurants, boutique independents, the glamping of Fallow Fields and golf resort approach of some of our local golf clubs, have added a new dimension to what is needed and just what is possible in White Cliffs Country. The district currently has no 'Michelin Star' rated restaurants.

Visitors and the White Cliffs Country would benefit from more of this growth and the provision of further visitor accommodation. Environmental improvements, visitor facilities, more eating establishments utilising local products and an improved shopping and evening entertainment provision would also be advantageous.

attractions

White Cliffs Country has over 100 recognised visitor attractions, of which 35 are free. The majority of attractions are history and heritage focused, supported by leisure and activity, as well as culture. In 2017, attractions saw an economic impact value of £12,318,000.

activities and experiences

White Cliffs Country offers a wide variety of activities and experiences throughout the year. The majority are free of charge. However, some are only available through a guide or independent provider.

events

White Cliffs Country offers a wide variety of activities and experiences throughout the year. The majority are free of charge. However, some are only available through a guide or independent provider.

Appendix A

Overview

Transport

White Cliffs Country is recognised as a strategic 'International Gateway' and has, to the most part, good transport links; with areas identified for further development. Transport priorities for the district continue to focus on sustainability, connectivity, traffic flow and 'Growth without Gridlock'.

Parking

- Dover District Council has 42 car parks and 3,045 car parking bays across the district. 16 car parks are free of charge.
- There are 106 disabled bays, 23 motor cycle bays and 10 coach bays. There are no coach parking bays in Deal or Sandwich within the district's car parks.
- There are currently 15 public EV charging points in the district. Four are operated by Dover District Council.

Roads

- The district is connected by main highways M20/A20 and M2/A2 corridors which also provide a link to London.
- The car/van/motorhome was the most common mode of transport used by visitors to reach the district.
- There is limited coach parking facilities and facilities for larger vehicles like motorhomes.

Trains

- High speed rail (HS1) exists from Sandwich, Deal, Walmer, Martin Mill and Dover to London and wider rail networks. Central London is currently only 64 minutes from Dover Priory, with a target to reduce this to less than one hour.
- Train stations also connect to Folkestone, Ashford, Tonbridge, Canterbury, Maidstone and towns in Thanet.
- The Eurotunnel 'Le Shuttle' train service operates from Folkestone.

Port of Dover - Ferry

- The Port of Dover is Europe's busiest international ferry port, with carriers (DFDS and P&O) sailing every 30 minutes, 24 hours a day, 364 days a year, to Calais and Dunkerque. Foot passenger services at the Ferry Terminal operate between 6am and 7.30pm.
- In 2017 the Port welcomed 11,723,411 passengers, 2,180,611 tourist cars and 79,638 coaches.

Port of Dover - Cruise

- England's second busiest cruise port, attracting 130 ships in 2019 and over 200,000 passengers annually.
- 57% of cruise ship visits to Dover in 2019 were 'Turnaround'.

Buses and Coaches

- Stagecoach buses offer a regular public bus service; with areas identified for further development.
- For longer journeys the National Express coach service operates and there are various stops throughout the district. The National Express service from London to White Cliffs Country is the very same '007' that inspired the famous spy novels about James Bond.
- A Bus Rapid Transit (BRT) system is being developed as part of the Whitfield Urban Expansion to provide a strong connection between Dover town centre and Dover Priory railway station.

Cycling

- White Cliffs Country offers a fantastic array of nine different themed cycle routes and trails spanning the district, including National Cycle Route 1 and Route 2, as well as National Cycle Network Route 16 and 17.

Walking

- Recognised as the district's top visitor activity, White Cliffs Country offers 30 outstanding trails and routes, including the New England Coast Path, Saxon Shore Way and the North Downs Way National Trail (this 153 mile trail starts and ends in Dover).

Air

- The nearest international airport is London City Airport (LCY). This airport has international and domestic flights from London and is about 61 miles from the centre of Dover. The nearest major airport is London Gatwick Airport (LGW), which has international and domestic flights from London and is 84 miles from Dover.
- Previously, Manston (Kent International Airport) in Thanet provided a domestic and international service. However, this airport was decommissioned in 2014. In July 2019, the sale of the Manston airport site was announced to a firm aiming to bring short haul and cargo flights, as well as associated businesses to the site. The Council is currently awaiting the decision by the Planning Inspectorate on the outcome of a Development Consent Order for the reopening of the airport.

Appendix B

Branding White Cliffs Country



*White Cliffs Country – Brand
'The Dover, Deal, Sandwich Triangle'*

White Cliffs Country

For visitor and promotional ease and understanding of offer and opportunity, we will adopt the principal of the White Cliffs Country 'Triangle' - with the district's three 'character towns' of Dover, Deal and Sandwich. Each character town will encompass their surrounding parishes, areas, attractions, accommodation etc. into a clear visitor offer/package.

We will continue to operate under the 'White Cliffs Country' name and supporting brand. An expanded 'purposeful and playful' identity that will now also encompass the sub-brands of:

- Visit White Cliffs Country (Tag Line: 'Discover more and explore beyond the chalk')
- Invest in White Cliffs Country (Tag Line: 'The Enterprise Coast')
- Produced in White Cliffs Country
- Study in White Cliffs Country
- Train in White Cliffs Country
- Events in White Cliffs Country
- Golf in White Cliffs Country (Tag line: 'Kent's Golf Coast')

Visit White Cliffs Country Tourism and visitor economy

This growth strategy for tourism and the visitor economy is the beginning of the journey and we are calling on all businesses and providers involved in the visitor economy to engage with us to take up opportunities available across the district.

White Cliffs Country (Dover district) has a growing reputation as a place to visit for a day or short staycation, with a new generation of visitors, tourists and residents discovering what makes White Cliffs Country great.

We are planning for future growth of the district by implementing this new strategy, as well as refreshing our Local Plan (work in progress) and corporate plan (work in progress), ensuring that there is sufficient capacity to support visitor need, economic growth and opportunities, including the visitor economy. We invite you to join us as we become even greater.

reasons to visit White Cliffs Country

- Ease of getting to and around destinations.
- One of the most climatically-continental places in the UK.
- Beautiful countryside.
- Beautiful beaches.
- Range of history and heritage.
- Range of attractions and things to do.
- Range of events and festivals, including major events.
- Opportunities for activities, experiences and sport.
- Quality of food & drink.
- Quality and range of local produce.
- Opportunities for shopping.
- Authentic, honest and real destinations.
- A leading international gateway, With direct connections to London, readily accessible from Europe and beyond.
- Just over one hour from London by train.

Appendix B

Branding



Invest in White Cliffs Country

White Cliffs Country (Dover district) has a growing reputation as a place to live and work, with a new generation of investors, start-up businesses and families discovering what makes the 'Enterprise Coast' great.

We are planning for future growth of the district by refreshing our Local Plan (work in progress), ensuring that there is sufficient capacity to support economic growth and opportunities, including the visitor economy. We invite you to join us as we become even greater.

Business, Commercial and Investment

reasons to invest White Cliffs Country

- The 'Enterprise Coast' is 76 miles south east of London and just 21 miles from France.
- Fast Motorway Connections via the M2/A2/A299 and M20/A20.
- High Speed 1 Coast to Capital by train in just over an hour, Dover Priory to St Pancras International.
- Europe on your doorstep with unrivalled connections from the Port of Dover, the busiest roll on/roll off freight and passenger port in Europe.
- UK's most successful Enterprise Zone at Discovery Park in Sandwich.
- Affordable business locations, office, manufacturing and distribution space and coastal living.
- Significant funding and incentives for new and growing business, including Regional Growth Funds.
- Over 10,000 new homes to be built.
- £250 million Port Expansion to cement Dover's position as an international gateway and the 'Gateway to Europe'.
- Coastal Living combining a world-famous coastline and heritage with idyllic countryside, unique towns and villages.
- New look café and range of improvements at Deal Pier.
- Dover Waterfront – plans for a stunning new waterfront strengthening links between the town of Dover, the port and our heritage, by building a land-bridge etc.
- New Vision for Sandwich – plans to protect and showcase Sandwich's historic environment, to create pedestrian friendly links and encourage more tourist and business activity. (Sandwich Town Council)
- Cycle Friendly Deal – plans to encourage cycling through improvements in infrastructure, visibility, promotion, information, education and continued political support. (Deal Town Council)
- Love Dover – plans to advance citizenship and community development through urban regeneration. (Dover Town Council)
- 'Dover Soul' - £2.44 million (Coastal Communities Fund) to rejuvenate Dover's Old Town and Market Square.
- Maison Dieu – working with the Landmark Trust and Heritage Lottery Fund to develop an iconic and significant historical landmark.

Appendix B

Branding



Study in

White Cliffs Country

White Cliffs Country (Dover district) has a growing reputation as a great place to learn and study, beyond a visit and the areas obvious links to the national curriculum and school or college day and overnight trips. A new generation of learners are discovering what makes White Cliffs Country great.

We are planning to build stronger relationships with our local educational providers to facilitate future growth, as well as learning, training & skills development, ensuring that the required support is in place to facilitate and nurture opportunity, including progress within the economy. We invite you to join us as we become even greater.

Learning, Training and Skills

places to study, learn and develop new skills in White Cliffs Country

- 1x world-class and world-renowned Maritime Skills Academy, welcoming domestic and international visitors and students.
- 1x Technical College, 16+, part of a wider East Kent Group, welcoming domestic pupils from a 20/25 miles radius.
- 2x state boarding schools, 11 to 18, welcoming domestic and international pupils.
- 3x state grammar schools, 11 to 18, welcoming pupils within catchment area.
- 6x state secondary schools, 11 to 18, welcoming pupils within catchment area.
- 41x state primary schools, 5 to 11, welcoming pupils within catchment area.
- 2x state special schools, welcoming pupils within catchment area.
- 1x independent day and boarding school, 3 to 18, welcoming domestic and international pupils.
- 1x independent day and boarding preparatory school, Nursery to 13, welcoming domestic and international pupils.
- 1x independent junior day school, Nursery to 11, welcoming domestic pupils from a 20/25 mile radius.

This growth strategy for tourism and the visitor economy is the beginning of the journey and we are calling on all businesses and providers involved in the visitor economy to engage with us to take up opportunities available across the district.

Appendix B

Branding

Produced in White Cliffs Country



White Cliffs Country (Dover district), part of the 'Garden of England', has a growing reputation as a producer of great food and drink, with a new generation of businesses, business owners, families and individuals discovering what makes this 'coast and country' taste great.

We are planning to build stronger relationships with our local producers, businesses and farmers to facilitate future growth, ensuring that the required support is in place to facilitate economic growth and opportunity, including progress within the visitor economy. We invite you to join us as we become even greater.

Supporting Sub-brands



Appendix C

Destination

Developing White Cliffs Country

Building relationships and welcoming investment in...

- enhanced tourism
- quality hotels and visitor accommodation, including executive glamping, high end boutique hotels, spas and conference facilities
- first-class attractions and unique experiences
- exceeding expectations across the district's golf and sporting venues
- state of the art provision that brings history and heritage to life through modern technology
- the existing and in new retail, food and drink outlets
- rapid link infrastructure and last mile solutions
- productive leisure and wellbeing facilities
- idyllic parks and open spaces
- creating capacity to build skills, training, education and sector based employment and apprenticeships
- exciting town centre regeneration, including national-level festivals and colourful events
- leading innovation hubs
- local produce, green and sustainable industry excellence.

White Cliffs Country – a great place to live work, visit, learn and invest!



'To be a vibrant world-class destination valued for its outstanding heritage, landscape and pursuits, as well as its ease of access, warmth of welcome and wealth of opportunity.'

The growth and success of tourism in White Cliffs Country is dependent on everyone working together to achieve this common vision.

Tourism is everyone's business

Contact Information

Christopher Townend, Strategic Tourism Manager,

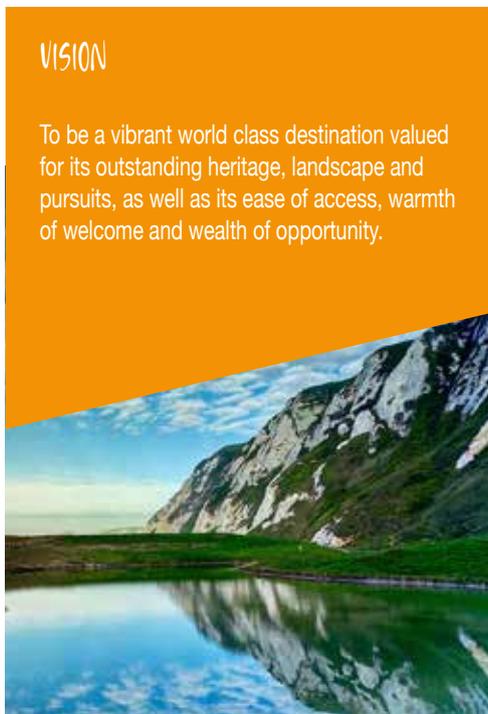
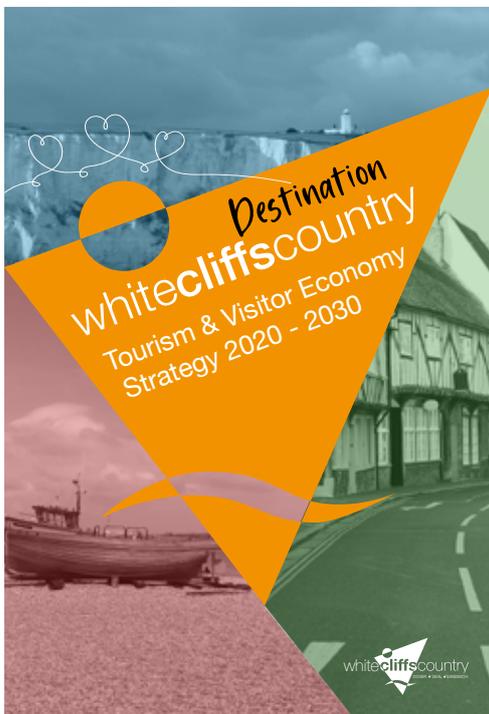
Dover District Council

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OBJECTIVE 1: IDEAS

To build an innovative economy - with tourism, the visitor economy and sustainability at its heart.

Focus: Branding / Marketing / Promotion / Partnership / Collaboration / Press & FAM Trips / Materials / Signage / Trade Shows / Visitor Information Centre / Website / Social Media

OBJECTIVE 2: PEOPLE

To generate good jobs and greater earning power for people living in the district – with tourism, hospitality and service at its heart.

Focus: Civic Pride / Opportunities for all / Skills for people / visitor first

OBJECTIVE 3: PLACE

To develop prosperous communities throughout the district – with sustainability, place-making and the visitor economy at its heart.

Focus: Carbon Free / Entertainment / Evening Economy / Festivals & Events / History & Heritage / Leisure & Active Amenities / Place-Making / Public Realm / Regeneration / Planning / Sustainability / 'Green'

OBJECTIVE 4: BUSINESS ENVIRONMENT

To be 'open for business' and the best place to start and grow a business – with visitors, accessibility and sustainability at its heart.

Focus: Business / Educational Tourism / Experiences / Screen Tourism / Food, Drink and Local Produce / Sport

OBJECTIVE 5: INFRASTRUCTURE

To see an upgrade in infrastructure – with visitors, accessibility and sustainability at its heart.

Focus: Accommodation / Attractions / Digital / Transportation / Parking / Accessibility / Cycling / Walking

JOIN US

Join us and be part of making White Cliffs Country – 'A GREAT PLACE TO LIVE, WORK, VISIT, LEARN AND INVEST.'

Christopher Townend
Strategic Tourism Manager
Dover District Council

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WHITE CLIFFS COUNTRY

A unique place where coast meets country, beauty meets history, tranquil meets active and England meets Europe.



THRIVING AND ENGAGING

DEAL

A quaint, quirky and quintessentially English seaside town.

ENERGIZED AND PURPOSEFUL

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Subject:	CLIMATE CHANGE EMERGENCY
Meeting and Date:	Cabinet – 4 November 2019
Report of:	Roger Walton, Strategic Director (Operations and Commercial)
Portfolio Holder:	Councillor Trevor Bartlett, Portfolio Holder for Environment and Commercial Services
Decision Type:	Key Decision
Classification:	Unrestricted

Purpose of the report: This report has been prepared further to the Council meeting on 24 July, responding to Council's request for a report setting out the measures required to make the Council's activities carbon neutral and the actions that would need to be taken to make the District as a whole carbon neutral.

Recommendation: Cabinet is asked to:

1. Acknowledge the serious impact of climate change globally, agree that there is a need for urgent action;
2. Recommend to Council that a climate change emergency be declared;
3. Agree to establish a cross party Climate Change Member Working Group and that the Terms of Reference for that Group as set out in Appendix 1 be agreed in principle;
4. Agree that a Climate Change Strategy and Action Plan led by the Member Working Group be prepared setting out plans for Dover District Council to become a net zero carbon emitter by 2030 at the latest;
5. Pledge to do what is within the powers and resources of Dover District Council to support the wider community so that the District becomes carbon neutral by 2050;
6. Complete a baseline audit of the carbon emissions of all the Council services to inform the discussions of the Member Working Group.

1. Summary

- 1.1 At the Council meeting on 24 July 2019 two motions were agreed regarding aspects of Climate Change and the actions Dover District Council could take to limit use of fossil carbon and encourage others to do the same.
- 1.2 This report seeks to provide an overview of the wider context of the Climate Change Emergency whilst responding to the Council request for a report setting out the measures required to make the Council's activities carbon neutral and the actions that would need to be taken to make the District as a whole carbon neutral.

2. Introduction

- 2.1 As noted above, the Council meeting on 24 July 2019, passed two motions related to climate change as follows:

Motion No. 2

“The Council recognising the need to direct its efforts to urgently mitigate climate change, requires the Local Plan Project Advisory Group to consider how planning policies might be brought forward through the new Local Plan to require developers to include measures which support carbon use reduction (e.g. installation of PV panels, habitat creation, grey water systems, etc.).”

Motion No. 3

“On the 8th of October 2018 the IPCC (Intergovernmental Panel on Climate Change) warned that “rapid, far-reaching, and unprecedented changes in all aspects of society” will be required in order to limit global temperature to 1.5C above pre-industrial level and that we have only 12 years in which we can realistically accomplish this. Even half a degree above that will significantly worsen the risks of drought, floods, mass extinctions of animal species, and extreme heat and poverty for hundreds of millions of people.

Within the current financial and regulatory framework, addressing this is primarily a matter for governments – local authorities have limited influence over the development of the local economy, transport, and human behaviour. Councils need significantly increased powers to make real change locally, and significantly greater intervention by central government to reduce climate change and reduce dependency on fossil carbon.

Nevertheless, there are actions the council can take, to limit our own use of fossil carbon and encourage others to do the same, although this is limited by available resources and the scale of government cuts the council has to cope with. Dover & Deal District must take this matter seriously and be committed to taking a lead on this and set a target for Dover & Deal to become carbon neutral.

Recognising the need for action on this issue, the Council agrees:

- 1. To ask officers to bring forward a report for consideration by Cabinet and Council this autumn setting out the measures required to make the Council’s activities carbon neutral and the actions that would need to be taken to make the District as a whole carbon neutral;*
- 2. To undertake a review of its procurement policies to ensure that the impact on climate change is given appropriate consideration within all procurement decisions;*
- 3. To welcome the work already undertaken undertake by the Grounds Maintenance Team in response to climate change and to encourage diversity;*
- 4. To ask officers to include an evaluation of the climate change implications of any proposal in all reports to Council committees;*
- 5. To build on our existing single use plastic policy by seeking to prohibit the use of single use plastics at events held on council land.”*

- 2.2 This report seeks to provide the report as requested by point 1 in Motion3, whilst recognising that there is now clear scientific evidence supporting the view that Climate

Change is regrettably likely to become the defining issue of the 21st century, and evidence suggests that the Paris Agreement will not meet the 1.5°C limit before 2050.

3. Background

- 3.1 The Climate Change Act was enacted in 2008 and set out to ensure that the net UK carbon account for the year 2050 is at least 80% lower than the 1990 baseline. However since then the Climate Change agenda has gained a much higher profile at both national and international level, given the very strong consensus in the scientific community that climate change is occurring and that humans are the cause of this recent climate change.
- 3.2 As noted within the text to Motion 3, in October 2018, the United Nations Intergovernmental Panel on Climate Change (IPCC) reported on the state of global warming. It warned that there is only a dozen years for global warming to be kept to a maximum of 1.5C, beyond which even half a degree will significantly worsen the risks of drought, floods, extreme heat and poverty for hundreds of millions of people. It also outlined that limiting global warming to 1.5°C would require rapid, far-reaching and unprecedented changes in all aspects of society. Since this report increased focus has arisen from governments and interest groups on climate change and on carbon reduction.
- 3.3 In May 2019, the Committee on Climate Change (CCC), published a report entitled “Net Zero - The UK’s contribution to stopping global warming” recommending a new emissions target for the UK: net-zero greenhouse gases by 2050. This has quickly been taken forward by the UK Government, by setting a new legally binding target for net zero greenhouse gas emissions by 2050, via an amendment to the Climate Change Act that came into force on Thursday 27 June 2019. This aims to bring an end to the UK’s contribution to the emissions that cause climate change.
- 3.4 In parallel to the action taken by the UK, worldwide recognition of this has prompted action around the world driven by campaigns such as those led by Greta Thunberg and Extinction Rebellion. This action has led to declarations of a Climate Emergency by cities and organisations around the globe. Within Kent, a Climate Emergency has been declared by; Kent CC, Canterbury CC, Folkestone & Hythe DC, Gravesham BC, Maidstone BC, Medway, Swale BC, Thanet DC & Tunbridge Wells BC.
- 3.5 It is understood that more than half the UK’s principal local authorities have now declared a climate emergency, with widespread support across political groups. Many have set 2030 as a target date for going carbon zero, 20 years ahead of central government’s 2050 target.
- 3.6 The Local Government Association (LGA) declared a Climate Emergency at its Annual General Meeting in July and agreed to establish the Climate Emergency Network Special Interest Group, to support councils and lobby central Government.
- 3.7 Cllr David Renard, the LGA’s Environment spokesman has noted that;

“Climate change is the biggest threat to our planet and Councils are best placed to respond to the public’s growing concern about this and other burning environmental issues...”

Councils are already doing significant work to mitigate and support communities to adapt to climate change, and can play a leading role in delivering a better environment for everyone. We can achieve faster progress by taking the lead on harnessing national initiatives at a grassroots level to benefit local communities and the environment.”

He has also noted that:

“...local government cannot work alone. To achieve the ambition of net zero carbon emissions, councils will need further powers and sustainable funding, including easier access to government funding streams, to deliver national policies which impact on climate change locally.”

- 3.8 At a local level the Council has over recent months confirmed its support for the [Kent Environment Strategy](#) and the [Kent Fuel Poverty Strategy](#), and signed the [Emissions Reduction Pledge 2020](#). More recently officers have been working with other Kent colleagues on the draft [Energy and Low Emissions Strategy](#) (currently out for consultation) which seeks to develop a multi-agency approach to improving air quality, reducing carbon emissions and creating a more sustainable infrastructure across Kent and Medway and follows on from earlier work on the Renewable Energy Plan.
- 3.9 At a time of heightened public awareness and concern on climate change issues, the time is therefore right for accelerating our response – 64% of UK Adults agree the UK should aim to cut its carbon emissions to zero in the next Decade (*Bright Blue (April 2018) Public attitudes to UK climate leadership*).
- 3.10 Given the weight of evidence and the action being taken nationally and internationally, there is a strong case that the Council should consider joining other local authorities by making a clear public commitment that a climate change emergency is declared and that it will work to reduce its carbon emissions as a priority. This would provide a focus to its carbon reduction work.

4. Next Steps

- 4.1 However, whilst making a public statement would be an important first step to signal a change in direction. it achieves nothing unless supported by action. It is therefore important to set out the next steps which the Council will seek to take in pursuit of this goal.
- 4.2 Before considering the action to take it is important to note the precise meaning of key terms such as ‘carbon neutral’ ‘net zero’ etc., which are set out in the following table.

Definitions

Carbon Neutral	Offset emissions against a measured footprint Specified by PAS 2060 – most commonly used approach/ standard to offsetting Mandatory carbon reduction and management plan Requires offsets providing genuine and additional GHG reductions
Net Positive	Enabling effect (avoided emissions) of products and services is greater than emissions.
Carbon Zero	Zero emissions
Net Zero Carbon	Aim to get as close to zero as possible (e.g. following stretching target), then offset residual emissions, with good quality offsets

- 4.3 Whilst it is accepted that concerns regarding the potential impact of climate change and the consequent need for action are understandably increasing, it should be acknowledged that the Council has already been undertaking actions that reduce carbon emissions across its own estate and the wider district for many years. The Annual Greenhouse Gas Emissions report and HECA reports published on the Council's website, together with the Kent Environment Strategy updates demonstrate the impact of the interventions. Some of the actions outlined in these reports include:-
- Retrofit of energy efficiency measures across the district
 - Funding secured to install measures to reduce levels of fuel poverty in the district
 - Collective energy switching
 - LED Street lighting
 - Housing Assistance
 - EV charging point installations
 - Coastal erosion schemes
 - Habitat schemes/ green corridors
 - The Council's recycling services already meet the Governments draft objectives for 2023 in terms of the range of materials collected.
- 4.4 However, if the Council is to respond meaningfully to the current challenge we need to do much more.
- 4.5 There are potentially three areas to focus on;
- (a) Raising awareness;
 - (b) Reducing emissions from our own activities;
 - (c) Developing plans to reduce emissions across the District.

What can the Council do to increase awareness?

- 4.6 [The Committee on Climate Change 'Net Zero: The UK's contribution to stopping global warming' report May 2019](#) states that clear leadership is needed across all levels of government in the UK and those zero-carbon policies and actions must be delivered in partnership with businesses and communities.
- 4.7 Knowing what to do is only one part of the journey, it is equally important to focus on the way in which we do it. ['Zero Carbon Britain – Making it happen](#) highlights that; *'climate change is not the root problem but a symptom of our materialistic culture and growing disconnection from nature and each other'*. Whilst the Council cannot hope to reverse global trends alone, it can be part of the solution.
- 4.8 If we are to genuinely change behaviours and encourage the move towards a carbon neutral future, then there is a role for the Council as community leader to play both through its general promotional work and by proactively promoting it's own commitment by putting environmental considerations at the forefront of it's decision making.
- 4.9 The agreement in July to include an evaluation of the climate change implications of any proposal in all reports to Council committees, will ensure that the Climate Change Agenda is considered across all departments/ projects. It is suggested that this be strengthened by rather than just adding 'climate change' to the list of comments on each report, which currently covers Legal, Finance and Equalities, that this is extended to include; "Social Impact: Human, Economic, Environment".

What actions can the Council take to reduce its own emissions?

- 4.10 There are many areas across the Council where action can be taken, but in order to set a target for reducing the Council's own carbon emissions to net-zero, it needs to understand which services deliver emissions and why. It can then plan to address these in priority order.
- 4.11 Whilst the Council can demonstrate reduced energy usage from its buildings, through the investment in LED lighting etc, there is limited information about its overall carbon footprint and which services result in the highest level of carbon emissions.
- 4.12 The Council's annual [Greenhouse Gas Emissions Report](#) provides some basic information but as we seek to identify the actions required to reduce emissions one of the first tasks will be to gather baseline data on its service delivery. From this the services with the biggest impact can be identified.
- 4.13 In terms of setting a target date by which the Council's emissions would reach net-zero the most obvious approach would be to align with the government's target of reaching net-zero emissions by 2050, which would be very challenging. The Committee on Climate Change states that setting an earlier date than 2050 is not credible. However, setting a target date of over 30 years does not convey the sense of urgency that is needed to address global warming. It is therefore proposed that a target date of 2030 be set, but Cabinet should be aware that this aspirational target is being proposed before specific actions and resource requirements have been identified.
- 4.14 Once detailed information is available regarding its current carbon footprint, the Council can start to develop a Climate Change Strategy and Action Plan setting out the measures needed for the Council to become a net zero carbon emitter.
- 4.15 It is proposed that this work should be supported by a Member Working Group who would finalise the Terms of Reference and the scope of the project, for example in determining to what extent the Strategy would consider wider community measures outside of those which deliver the Councils own zero net carbon target.
- 4.16 Subject to the consideration of the working group, examples of measures that could be considered through the Strategy include:

Own Estate

- Decarbonise own estate through retrofit of energy efficiency measures and renewable energy technologies;
- Include high standards of energy efficiency (near zero) in new builds, and renewable energy technologies where possible to future proof (overheating to be taken into account too);
- Purchase of green energy;
- Develop district heating;
- Active travel plans for work;
- Electric vehicle pool cars;
- Transition own fleet vehicles to hybrid/ electric/ hydrogen;
- Ensure own Estate/ Commercial properties meet Minimum Energy Efficiency Standards;
- Roll out LED Street lighting;

Council Housing Stock

- Retrofit with energy efficiency measures and renewable energy technologies;

- Ensure housing stock meets Minimum Energy Efficiency Standards, with the aim to all of the stock reaching at least 'C' EPC rating by 2030;

Governance

- Ensure environmental impacts are included in all Procurement decisions;
- Green issues to be at the heart of Corporate Plan, and everything the Council does;
- Consider establishing a wider Climate Change Forum/ Peoples' Assembly;

Biodiversity

- Green corridors/ planting;
- Trees/ hedge planting to improve air quality;

Waste

- Extend recycling provision responding to the latest government initiatives.

Air Quality

- Many of the actions outlined above will support Council initiatives which seek to tackle air quality and reduce pollution.

What actions can the Council take to reduce its emissions across the District?

- 4.17 If we are to respond effectively to the challenge of tackling climate change, as noted above the Council as community leader and influencer on Climate Change should aim to inspire individuals, businesses and other organisations to commit to take action to reduce the Districts carbon footprint.
- 4.18 The precise actions will be a matter for the Member Working Group to review but it is expected would extend as a minimum involve, to liaising with key businesses/ community groups, signposting businesses/ residents to information (i.e. website/ social media) and providing support to access grants and expertise to assist in reducing carbon emissions.
- 4.19 As this work moves forward, given that over half of the Kent local authorities have now declared a Climate Emergency, there is clearly an opportunity to work collectively to bring forward proposals to reduce the amount of greenhouse gas emissions and carbon use within both this District and Kent as a whole. This builds on the existing collaborative work with other Kent local authorities undertaken over recent years to implement the actions agreed within the Kent Environment Strategy, the latest version of which was agreed by this Council on 14 May 2018.
- 4.20 A key early area for action by this Council will be to ensure that the current review of the Local Plan deals comprehensively with the issue of climate change as this will be a key issue that is considered at the Local Plan Examination. This was recognised by Council through the agreement to Motion 2 and will be taken forward through the Local Plan Project Advisory Group. To inform this work, it is intended to bring forward as an early priority a specific Topic Paper on climate change as key part of the Local Plan review process. This Topic Paper will need to consider the proposed changes to the Building Regulations and how these will inform the wording of policies in the Local Plan.
- 4.21 Issues which this may need to consider could include:

- Engaging with developers to build energy efficient (near zero) properties with renewable energy technologies where possible to future proof the housing stock;
- Identify areas within the local plan for renewable energy installations;
- Ensure consideration is given to transport issues, electric vehicle charging points, accessibility to public transport, active travel (cycling/walking);
- Possibility of district heating schemes; and
- Explore joint working on climate change issues as part of the development of the Local Plan as climate change issues cross administrative boundaries.

5. Identification of Options

5.1 The following options are proposed for Cabinet to consider:

Option 1:

1. Acknowledge the serious impact of climate change globally, agree that there is a need for urgent action;
2. Recommend to Council that a climate change emergency be declared.
3. Agree to establish a cross party Climate Change Member Working Group and that the Terms of Reference for that Group as set out in Appendix 1 be agreed in principle;
4. Agree that a Climate Change Strategy and Action Plan led by the Member Working Group be prepared setting out plans for Dover District Council to become a net zero carbon emitter by 2030 at the latest.
5. Pledge to do what is within the powers and resources of Dover District Council to support the wider community so that the District becomes carbon neutral by 2050.
6. Complete a baseline audit of the carbon emissions of all the Council services to inform the discussions of the Member Working Group.

Option 2:

Do none of the above

6. Evaluation of Options

6.1 Option 1 is the preferred option as this makes a clear statement as to the Council's position on this issue whilst setting out the measures required to make the Council's activities carbon neutral and proposes actions to take the first steps towards making the District as a whole carbon neutral.

7. Resource Implications

7.1 There are no costs identified at this stage although clearly the cost of actions required to reduce carbon will need to be considered on all Council schemes/ projects as work is progressed. To date there has been no specific budget set aside for Climate Change/ Energy Efficiency schemes.

8. Corporate Implications

- 8.1 Comment from the Director of Finance: Accountancy has been consulted and has no further comment. (DL)
- 8.2 Comment from the Solicitor to the Council: The Head of Governance has been consulted during the preparation of this report and has no further comment to make. (LM)
- 8.3 Comment from the Equalities Officer: This report does not specifically highlight any equality implications however in discharging their duties members are required to comply with the public sector equality duty as set out in Section 149 of the Equality Act 2010 <http://www.legislation.gov.uk/ukpga/2010/15>. (KS)
- 8.4 Social Impact: Human, Economic, Environment:

Climate change is the biggest threat to our planet and in providing a framework for the Council to develop its response, the report makes a clear statement as to the Council's position on this issue whilst setting out the measures required to make the Council's activities carbon neutral and proposes actions to take the first steps towards making the District as a whole carbon neutral. It notes that Councils are best placed to respond to the public's growing concern about this and other burning environmental issues.

It should however be noted that an essential part of becoming carbon neutral would be to ensure environmental priorities work alongside commitments to address equality, health inequalities, and social justice. Some of the 'Climate Change' policy changes could present a challenge for the more disadvantaged (i.e. purchase of new electric vehicles, cost of green technologies, therefore the impact of decisions on the most vulnerable in the District should be taken into account as plans are developed. (RW)

9. Appendices

Appendix 1 – Draft Climate Change Working Group Terms of Reference

10. Background Papers

None.

Contact Officer: Roger Walton, Strategic Director (Operations and Commercial)

Climate Change Working Group Terms of Reference (Draft)

1. Purpose;

The Climate Change Working Group is a forum for Members to explore issues associated with climate change.

2. Objectives;

The Working Group Objectives are:

- To understand the opportunities in delivering and setting a Council wide net zero carbon emission target;
- To identify the scope of and prepare, a costed Climate Change Strategy and Action Plan, setting out plans for Dover District Council to become a net zero carbon emitter by 2030 at the latest
- To identify resources required to implement the Strategy and Action Plan;
- To set a regular (no less than annual) review and monitoring process.

3. Membership;

The Group is not required to be democratically representative of the current electoral membership of the Council but attendees will be:

- Portfolio Holder for Environment & Commercial Services;
- Portfolio Holder for Planning & Regulatory Services;
- One representative of each of the respective political groups;

Officer representation:

- Strategic Director (Operations & Commercial);
- Head of Leadership Support;
- Head of Assets & Building Control;
- Head of Regeneration & Planning;
- Climate Change and Energy Conservation Officer.

The group is considered quorate if three Members are available. The Working Group will establish at its first meeting whether substitutions (where the above-mentioned Members are not available) are to be accepted.

4. Meetings;

Meetings will be held broadly every month leading up to adoption of the Climate Change Strategy and then every two months once the Strategy is agreed, or ahead of key project deadlines/reporting timelines.

DOVER DISTRICT COUNCIL

NON-KEY DECISION

EXECUTIVE

CABINET – 4 NOVEMBER 2019

EXCLUSION OF THE PRESS AND PUBLIC

Recommendation

That, in accordance with the provisions of the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000, the public be excluded from the remainder of the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in the paragraph of Schedule 12A of the 1972 Act set out below:

<u>Item Report</u>	<u>Paragraph Exempt</u>	<u>Reason</u>
Purchase of Properties for Interim Housing – Noah’s Ark Road, Dover	3	Information relating to the financial or business affairs of any particular person (including the authority holding that information)
Demolition of Former Dover Leisure Centre, Townwall Street, Dover	3	Information relating to the financial or business affairs of any particular person (including the authority holding that information)
Whitfield Urban Expansion Phase 1A – Affordable Housing Delivery	3	Information relating to the financial or business affairs of any particular person (including the authority holding that information)
Bus Rapid Transit Project Update	3 and 5	Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings

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

Document is Restricted

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