

Public Document Pack



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22 January 2021

Dear Councillor

NOTICE IS HEREBY GIVEN THAT a meeting of the **CABINET** will be held as a Teams - Live Event on Monday 1 February 2021 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, Democratic Services Officer 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	Leader of the Council
N J Collor	Portfolio Holder for Transport, Licensing and Community
M J Holloway	Deputy Leader of the Council and Portfolio Holder for Inward Investment and Tourism
N S Kenton	Portfolio Holder for Planning and Regulatory Services
D P Murphy	Portfolio Holder for Housing and Health
O C de R Richardson	Portfolio Holder for Environment and Corporate Property
C A Vinson	Portfolio Holder for Finance, Governance and Digital

AGENDA

1 **APOLOGIES**

To receive any apologies for absence.

2 **DECLARATIONS OF INTEREST** (Page 4)

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

3 **RECORD OF DECISIONS** (Pages 5-14)

The decisions of the meeting of the Cabinet held on 11 January 2021 numbered CAB 64 to CAB 79 (inclusive) are attached.

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.

BUDGET AND POLICY FRAMEWORK - KEY DECISIONS

4 **COUNCIL BUDGET 2021/22 AND MEDIUM-TERM FINANCIAL PLAN 2021/22-2024/25**

To consider the report of the Strategic Director (Corporate Resources) (to follow).

Responsibility: Portfolio Holder for Finance, Governance and Digital

EXECUTIVE - KEY DECISIONS

5 **REVIEW OF ON AND OFF-STREET PARKING CHARGES** (Pages 15-34)

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

Responsibility: Portfolio Holder for Transport, Licensing and Community

6 **INTRODUCTION OF ELECTRIC VEHICLE CHARGING BAYS** (Pages 35-43)

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

Responsibility: Portfolio Holder for Transport, Licensing and Community

7 **'MANAGING PARTNER' AGREEMENT WITH LAND TRUST - A WHITE CLIFFS COUNTRYSIDE PARTNERSHIP PROJECT** (Pages 44-93)

To consider the attached report of the Natural Environment Manager.

Responsibility: Portfolio Holder for Environment and Corporate Property

EXECUTIVE - NON-KEY DECISIONS

8 **HOUSING STOCK COMPLIANCE** (Pages 94-102)

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

Responsibility: Portfolio Holder for Housing and Health

9 **EXCLUSION OF THE PRESS AND PUBLIC** (Page 103)

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 FUTURE OF CO-INNOVATION CENTRE (FORMER CO-OP STORE), CASTLE STREET, DOVER

To consider the report of the Head of Inward Investment and Tourism (to follow).

Responsibility: Portfolio Holders for Inward Investment & Tourism and Environment & Corporate Property

Access to Meetings and Information

- The Local Authorities and Police and Crime Panels (Coronavirus) (Flexibility of Local Authority and Police and Crime Panel Meetings) (England and Wales) Regulations 2020 have changed the basis of the public's legal right to attend meetings. This means the public now has the right to hear Councillors attending the remote committee meeting that would normally be open to the public to attend in person. It is the intention of Dover District Council to also offer the opportunity for members of the public to view, as well as hear, remote meetings where possible. 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.
- Agenda papers are published five clear working days before the meeting. Alternatively, a limited supply of agendas will be available at the meeting, free of charge, and all agendas, reports and minutes can be viewed and downloaded from our website www.dover.gov.uk. Minutes will be published on our website as soon as practicably possible after each meeting. All agenda papers and minutes are available for public inspection for a period of six years from the date of the meeting.
- If you require any further information about the contents of this agenda or your right to gain access to information held by the Council please contact Kate Batty-Smith, Democratic Services Officer, democraticservices@dover.gov.uk, telephone: (01304) 872303 or email: democraticservices@dover.gov.uk for details.

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 remotely on Monday, 11 January 2021 at 11.02 am.

Present:

Chairman: Councillor T J Bartlett

Councillors: N J Collor
M J Holloway
N S Kenton
D P Murphy
O C de R Richardson
C A Vinson

Officers: Chief Executive
Strategic Director (Corporate Resources)
Strategic Director (Operations and Commercial)
Solicitor to the Council
Head of Assets and Building Control
Head of Finance and Investment
Head of Governance
Head of Housing
Head of Regulatory Services
Environmental Protection Manager
Housing Options Manager
Principal Valuer
Climate Change and Energy Conservation Officer
Democratic Services Manager
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 64 11.01.21 Open Key Decisions No Call-in to apply Yes Implementation Date 19 January 2021	<u>APOLOGIES</u> It was noted that 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 65 11.01.21 Open Key Decisions No Call-in to apply Yes Implementation Date 19 January 2021	<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)
CAB 66 11.01.21 Open Key Decisions No Call-in to apply Yes Implementation Date 19 January 2021	<u>RECORD OF DECISIONS</u> It was agreed that the decisions of the meeting of the Cabinet held on 7 December 2020, as detailed in decision numbers CAB 50 to CAB 63, be approved as a correct record and signed by the Chairman.	None.	Cabinet is required to approve the Record of Decisions of the Cabinet meeting held on 7 December 2020.	
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 67 11.01.21 Open Key Decisions Yes Call-in to apply Yes Implementation Date 19 January 2021	<u>LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976: HACKNEY CARRIAGE FARE TARIFF - REQUEST FOR INCREASE</u> It was agreed: (a) That the Overview and Scrutiny Committee's endorsement of Cabinet decision CAB 58, made at its meeting held on 14 December 2020 (Minute No 59), be acknowledged. (b) That Cabinet decision CAB 58 be reaffirmed.	None.	At its meeting held on 14 December 2020, the Overview and Scrutiny Committee endorsed Cabinet decision CAB 58 of 7 December 2020 and made no additional recommendations.	
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 68 11.01.21 Open</p> <p>Key Decisions Yes</p> <p>Call-in to apply Yes</p> <p>Implementation Date 19 January 2021</p>	<p><u>DOVER DISTRICT COUNCIL LOCAL DEVELOPMENT SCHEME</u></p> <p>It was agreed:</p> <p>(a) That the Overview and Scrutiny Committee's endorsement of Cabinet decision CAB 56, made at its meeting held on 14 December 2020 (Minute No 60), be acknowledged.</p> <p>(b) That Cabinet decision CAB 56 be reaffirmed.</p>	None.	At its meeting held on 14 December 2020, the Overview and Scrutiny Committee endorsed Cabinet decision CAB 56 of 7 December 2020 and made no additional recommendations.	
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 69 11.01.21 Open</p> <p>Key Decisions Yes</p> <p>Call-in to apply Yes</p> <p>Implementation Date 19 January 2021</p>	<p><u>LOCAL PLAN - REGULATION 18 CONSULTATION</u></p> <p>It was agreed:</p> <p>(a) That the Overview and Scrutiny Committee's endorsement of Cabinet decision CAB 57, made at its meeting held on 14 December 2020 (Minute No 61), be acknowledged.</p> <p>(b) That Cabinet decision CAB 57 be reaffirmed.</p>	None.	At its meeting held on 14 December 2020, the Overview and Scrutiny Committee endorsed Cabinet decision CAB 57 of 7 December 2020 and made no additional recommendations.	
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 70	<u>CABLE CAR FEASIBILITY</u>	None.	At its meeting held	

11.01.21 Open Key Decisions Yes Call-in to apply Yes Implementation Date 19 January 2021	It was agreed: (a) That the Overview and Scrutiny Committee's endorsement of Cabinet decision CAB 63, made at its meeting held on 14 December 2020 (Minute No 63), be acknowledged. (b) That Cabinet decision CAB 63 be reaffirmed.		on 14 December 2020, the Overview and Scrutiny Committee endorsed Cabinet decision CAB 63 of 7 December 2020 and made no additional recommendations.	
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 71 11.01.21 Open Key Decisions Yes Call-in to apply Yes Implementation Date 19 January 2021	<u>DRAFT HOMELESSNESS AND ROUGH SLEEPING STRATEGY 2020-2024</u> It was agreed that the draft Homelessness and Rough Sleeping Strategy, as set out at Appendix 1 to the report, be approved for consultation.	None.	Under Sections 1 to 3 of the Homelessness Act 2002, local authorities are required to publish a homelessness strategy and to review this at least every five years.	
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 72 11.01.21 Open	<u>FEES AND CHARGES 2021/22</u> It was agreed:	None.	The Council's Constitution stipulates that the	

<p>Key Decisions Yes</p> <p>Call-in to apply Yes</p> <p>Implementation Date 19 January 2021</p>	<p>(a) That the Fees and Charges (F&Cs) for 2021/22, as set out in Appendices 2.1 to 2.14 and 5.1 and 5.3 of the report, be approved.</p> <p>(b) That any F&Cs will be adjusted by Strategic Directors, in consultation with the Portfolio Holders, to comply with any subsequently received Government guidelines (when they are received) and any other minor changes, without being the subject of a further report unless they are materially different from current charges or have a material impact on the level of income.</p> <p>(c) That the general principle that fees are set at an appropriate inclusive level, irrespective of VAT status, and the VAT element within the overall fee level is then determined, be approved.</p> <p>(d) That the fees and charges approved separately by the Licensing and Regulatory Committees, as set out at Appendices 3 and 4 of the report, be noted.</p>		<p>Council's fees and charges should be reviewed annually. Cabinet is now required to set the level of these for 2021/22.</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 73 11.01.21 Open</p> <p>Key Decisions Yes</p> <p>Call-in to apply Yes</p> <p>Implementation Date</p>	<p><u>ENVIRONMENTAL ENFORCEMENT SERVICE DELIVERY</u></p> <p>It was agreed:</p> <p>(a) That the continuation of enforcement services through a private contractor by entering into a 3-year concessionary contract be approved.</p> <p>(b) That the Head of Regulatory Services be authorised, in consultation with the Portfolio Holder for Planning and Regulatory Services, to take all necessary steps to award the contract.</p>	<p>None.</p>	<p>In May 2013 Cabinet approved the formation of an in-house team to tackle issues such as littering, dog fouling and fly-tipping. However, due to the high turnover of staff since 2013, it is considered prudent</p>	

19 January 2021			<p>to review the arrangements for this service.</p> <p>It is recommended that Cabinet agrees to provide an environmental enforcement service through a combination of directly employed environmental enforcement officers and the use of an external contractor.</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 74 11.01.21 Open</p> <p>Key Decisions Yes</p> <p>Call-in to apply Yes</p> <p>Implementation Date 19 January 2021</p>	<p><u>CLIMATE CHANGE STRATEGY</u></p> <p>It was agreed:</p> <p>(a) That the Climate Change Strategy and the actions outlined in the Action Plan be approved.</p> <p>(b) That support for the continued development of the actions covering both emissions within the Council's control and those over which the Council has no influence or concern be confirmed.</p>	None.	Following the Council's Climate Emergency Declaration made in January 2020, a Strategy and underlying Action Plan have been developed to set out the steps needed for the Council to reach net zero emissions by 2030 and to	

			support the wider district in becoming net zero by 2050.	
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 75 11.01.21 Open Key Decisions Yes Call-in to apply Yes Implementation Date 19 January 2021	<u>KENT AND MEDWAY ENERGY AND LOW EMISSIONS STRATEGY</u> It was agreed: (a) That the development of the Kent and Medway Energy and Low Emissions Strategy be welcomed as an excellent example of collaboration between councils across Kent. (b) That a commitment to meeting the objectives set out in the Kent and Medway Energy and Low Emissions Strategy and the underlying Implementation Plan in so far as it is consistent with this Council's corporate priorities, and to the extent that resources will allow, be approved.	None.	The Kent and Medway Energy and Low Emissions Strategy (ELES) sets out the Kent and Medway response to the UK's climate emergency. The ELES identifies ten priority actions to promote an affordable, clean and secure energy supply for the county, reduce greenhouse gas emissions, eliminate poor air quality and reduce fuel poverty.	
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 76 11.01.21	<u>USE OF SOCIAL MEDIA FOR THE INVESTIGATION OF CRIMINAL OFFENCES</u>	None.	The Council's Regulation of	

<p>Open</p> <p>Key Decisions No</p> <p>Call-in to apply Yes</p> <p>Implementation Date 19 January 2021</p>	<p>It was agreed:</p> <p>(a) That adoption of the Use of Social Media in Investigations of Criminal Offences Policy be approved.</p> <p>(b) That the Head of Regulatory Services be authorised, in consultation with the Portfolio Holder for Planning and Regulatory Services, to make minor amendments to the Policy.</p>		<p>Investigatory Powers Act Policy sets out the powers available to Officers when gathering evidence for criminal investigations. A specific policy on the use of social media will clarify the procedures and processes that Officers must abide by when using social media for investigations.</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 77 11.01.21 Open</p> <p>Key Decisions No</p> <p>Call-in to apply Yes</p> <p>Implementation Date 19 January 2021</p>	<p><u>HOUSING STOCK COMPLIANCE</u></p> <p>It was agreed that the contents of the report, which relates to statutory health and safety compliance matters associated with managing the Council's housing stock, as well as the actions being taken to verify the accuracy of compliance data, be noted.</p>	<p>None.</p>	<p>To update Cabinet on the current position in relation to the compliance status of the Council's housing stock.</p>	
Decision Status	Record of Decision	Alternative options	Reasons for Decision	Conflicts of interest

		considered and rejected (if any)		(if any) declared by decision maker(s) or consultees (if any)
CAB 78 11.01.21 Open Key Decisions No Call-in to apply Yes Implementation Date Immediate	<u>EXCLUSION OF THE PRESS AND PUBLIC</u> 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.	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)
CAB 79 11.01.21 Exempt Key Decisions Yes Call-in to apply Yes Implementation Date 19 January 2021	<u>SALE OF LAND ADJOINING 107 SANDWICH ROAD, WHITFIELD</u> It was agreed: <ul style="list-style-type: none"> (a) That Officers proceed with the sale of the plot of land that does not encompass the Guides hut. (b) That the sale of the plot of land that encompasses the Guides hut be deferred in order to find a long-term accommodation solution for the Guides, and a report be brought back to Cabinet. 	To agree that the sale of both plots of land should be proceeded with now.	The Council has been approached by an individual who is looking to purchase land adjoining 107 Sandwich Road. Cabinet is requested to consider the offer.	

The meeting ended at 12.05 pm.

Subject:	REVIEW OF ON AND OFF-STREET PARKING CHARGES
Meeting and Date:	Cabinet – 1 February 2021
Report of:	Roger Wragg, Head of Commercial Services
Portfolio Holder:	Councillor Nigel Collor, Portfolio Holder for Transport, Licensing and Community
Decision Type:	Key Decision
Classification:	Unrestricted

Purpose of the report: To consider the outcome of the annual review of parking charges and to seek approval to implement items that have been proposed as set out in Appendix 1.

- Recommendation:**
1. Note the outcome of the annual review of parking charges.
 2. Agree to the proposed parking charge options as set out in Appendix 1.
 3. That the Transport and Parking Services Manager or Head of Commercial Services, in consultation with the Portfolio Holder for Transport, Licensing and Community, be authorised to take all necessary legal and procedural processes to give effect to agreed recommendations as set out in Appendix 1, including the giving of notices and the making or amendment of any orders under the Road Traffic Regulation Act 1984.
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1. Summary

1.1 This report seeks Cabinet agreement for the parking charges for both on and off-street parking as set out in the proposal section of this report and **Appendix 1**. In January 2011 it was agreed that parking charges would be reviewed annually and in line with that decision it is considered appropriate to review charges once again.

1.2 In making these recommendations, consideration has been given to equality issues. It is not anticipated that these proposals will adversely affect any of the groups having protected characteristics contrary to the Equalities Act 2010. It should be noted that the proposals detailed in this report will not impact on Blue badge holders, an Equalities Impact Assessment has been carried out as set out in **Appendix 2**.

2. Introduction and Background

2.1 Parking provision throughout the District is regularly under review and the needs of the local economy and residents alike are always taken into consideration.

2.2 In considering the appropriate level for parking charges the Council must have regard to guidance on parking policy and charges given in the Secretary of State's Statutory Guidance to the Local Authorities on the Civil Enforcement of Parking Contraventions, expanded upon in Operational Guidance to Local Authorities: Parking Policy and Enforcement. This states that charges should be proportionate, so authorities should not set them at unreasonable levels.

3. Proposals for 2020/21

- 3.1 In undertaking this annual review of the Council's parking charges, it has been recognised from the outset that the pandemic has clearly had a significant impact across all sectors of the community and especially the hospitality and retail sector. Businesses are facing significant challenges and we need to ensure that our parking policies and charging structure recognise these challenges.
- 3.2 The availability and effective management of parking is an important factor in both maintaining and increasing the vitality of our town centres, with a difficult balance needing to be struck between the use of charges and parking restrictions as a mechanism to ensure that parking spaces are rotated and available to meet demand rather than being full all day, against the risk that the cost of parking dissuades residents and visitors alike from using town centre businesses.

Charging Structure

- 3.3 Pay & Display charges were increased, for the first time in four years, in June 2020 by 20p per hour and it should be no surprise given the current economic situation to note that this review has concluded that **there is clearly no case whatsoever for a general increase in the hourly charge.**
- 3.4 The review has highlighted some disparities in the charging structure across the District and proposes some adjustments in charges for consideration by Cabinet as summarised below together with reasons for the proposal.
- Increase in minimum charge from 40p to 50p; Inflationary increase. (50p is equivalent to 23 minutes within the main car parks).
 - Introduce Sunday charging at Stanhope, West Street and Union Road car parks; To balance demand and availability of spaces.
 - Reduce the maximum length of stay at Middle Street, Deal car park to 3hrs; To balance demand and availability of spaces.
 - Introduce of a charge at Tides car park in excess of 4 hours; To ensure availability of spaces for users of Tides.
 - Reintroduction of charges at Albany Place Car Park, Dover; To provide a revenue stream to support the maintenance of the car park.
 - Increasing charges at Gazen Salts & The Quay, Sandwich by 10p/hr; To provide a better balance of charges within Sandwich relative to other town centres.
 - Introduction of seasonal charges at Borrow Pit Car Park, Walmer; To provide a revenue stream to support the maintenance of the car park.
 - Introduction of parking controls to limit length of stay at Kearsney Abbey, Temple Ewell; To balance demand and availability of spaces.
 - Introduction of Pay & Display controls to The Strand, Walmer and extension of the limited waiting area along the beach side adjacent with the green. To balance demand and availability of spaces.
 - Extending the areas covered by Pay & Display controls in Victoria Road, Deal (the entire length of Victoria Road) and New Street, Sandwich (extend to all resident permit bays for non-permit holders).

Resident Zones

- 3.5 Resident parking schemes are continually reviewed by the parking team as these are key to our residents and their ability to park close to their home. Requests received for the introduction of additional resident permit schemes are considered by the team with all new schemes presented to the Joint Transportation Advisory Board for guidance and advice.
- 3.6 The aim of a resident parking zone is of course to enable residents to park close to their home by restricting the availability of spaces to other road users at either certain times of the day or by permitting parking by non-permit holders for a limited period.
- 3.7 It has become clear that in some areas, this is not working effectively and so it is proposed to extend the time period during which a resident permit is required to Mon to Sat 07.00 to 20.00, and to include Sundays for those resident zones close to car parks which include Sunday charging.
- 3.8 This will reduce the problems faced by some permit holders of being unable to park in the early evening on returning from work as spaces have been taken up by non-permit holders.
- 3.9 In addition, it is proposed to reduce the limited waiting period for non-permit holders within resident zones from 2 hours to 1 hour and to introduce pay and display controls to selected areas close to town centres rather than limited waiting. This should increase the turnover of spaces and make more space available for those making short visits to our town centres. There also remains the option for daily visitor permits to be purchased and utilised for any visitors who wish to stay for longer than 1 hour.
- 3.10 The proposed changes to resident zones are summarised below, which are all intended to improve the availability of spaces for residents.
- Adjustments to the current resident zones in Sondes Road, Ranelagh Road, Stanley Road, Clanwilliam Road, Deal, and at Coombe Valley Road, Dover by the introduction of a cashless charge system instead of limited waiting for non-permit holders;
 - Reduction in limited waiting period in town centre on-street parking areas from 2 hours to 1 hour;
 - Increase the enforcement period for resident permit zones generally from; Mon to Sat, 08.30 to 17.30 to Mon to Sat 07.00 to 20.00 and extend to include Sunday's for those resident zones close to car parks which include Sunday charging.
- 3.11 The proposed use of a charging structure to regulate the length of stay within certain resident zones, would conventionally involve the installation of a significant number of pay & display machines. Recognising the cost involved and the impact on street scene it is proposed to move instead to a cashless charging system, relying instead on the 'pay by phone' arrangements. Use of pay by phone has of course increased significantly during the past few months in response to lockdown measures and concerns that residents and visitors have regarding the use of cash. There will also be the option to pay for parking charges at any Pay Point station from 25th January 2021 which will assist any person who may not have access to a mobile phone.

Climate Change Agenda

Following the Council's Climate Emergency Declaration in January 2020 a Strategy and underlying Action Plan have now been developed setting out the steps needed for

the Council to reach net zero by 2030 and to support the wider district to become net zero by 2050.

- 3.12 In support of this agenda, Parking Services regularly review all tasks and activities to find opportunities to support this. Three years ago, the Council transitioned from a paper permit system to a fully virtual system and now the service is utilising fully biodegradable Penalty Charge Notice envelopes.
- 3.13 More recently, Parking Services have been successful in a bid for OZEV funding for the introduction of 49 Electric Vehicle charging bays, which is the subject of a separate report on this agenda. We are currently in the process of introducing these at various On & Off-Street locations throughout Dover, Deal and Sandwich.
- 3.14 The introduction of EV charging bays across the District is a first and significant step in encouraging the use of electric or low emission vehicles, such as plug-in hybrids.
- 3.15 In undertaking this review, it has been noted that a number of local authorities are now making adjustments to their charging structures to provide financial incentives to switch to lower emission vehicles.
- 3.16 There are various ways in which this can be achieved, with some Councils relating their charges to engine size, whilst others levy a surcharge on diesel vehicles. However, there is growing recognition that with the increased efficiency of engines, as well as the greater availability of low and zero emission vehicles, there is less of a close relationship between engine size and emissions.
- 3.17 Based on the approach taken by other Councils it is therefore proposed that the Council's resident permit tariffs should in future be linked to vehicle emissions, in which those with the least polluting vehicles pay lower tariffs.
- 3.18 The proposed charging structure for resident permits seeks to incentivise the use of low emission vehicles by introducing a stepped charging structure as follows:

Band	CO2 Emission g/km	Charge £/Annum	
		Current	Proposed
A	0	£65 or £100 depending on zone	£35 or £60 depending on zone
B	1 to 50		£70 or £105 depending on zone
C	51 to 130		£90 or £125 depending on zone
D	131 and above		£110 or £150 depending on zone

Other Measures

- 3.19 Concerns have been regularly raised with the parking team regarding parking outside schools and the abuse of zigzag markings. This is one of the few matters for which enforcement using CCTV cameras is permitted. Cabinet are asked to note that

officers have reviewed enforcement options and are proposing to trial the use of mobile CCTV static cameras.

- 3.20 The changes proposed to the parking charges structure as outlined above are set out in detail in **Appendix 1**, with the changes to the current charging structure highlighted in yellow:

4. **Identification of Options**

4.1 Option 1. **This is the preferred option.**

- To agree the proposed options for both On & Off-Street parking for 2020/2021 as set out in the recommendations and **Appendix 1**.
- To agree to delegate the decision-making process for the Transport & Parking Services Manager or Head of Commercial Services in conjunction with the Portfolio Holder for Transport, Licensing and Community to be authorised to take all necessary legal and procedural processes to give effect to agreed recommendations as set out in the recommendations and **Appendix 1**.

4.2 Option 2. To retain the current management and charging arrangements.

5. **Evaluation of Options**

5.1 Option 1 is recommended for the following key reasons:

- To support a continued and reasonable “turn over” of available parking spaces which aids the tourism agenda and local businesses;
- To support those living in residential zones by enabling them to park near their homes;
- To maintain low cost parking options for visitors;
- To support the budget and mitigate the financial impact of Covid 19;
- To enable a more efficient and consistent parking operation.

5.2 Option 2 is not recommended for the following reasons:

- Will inhibit continued and reasonable “turn over” of available parking spaces;
- Will not adequately support those living within the resident zones;
- Will not support the budget and mitigate the financial impact of Covid 19.

6. **Resource Implications**

- 6.1 The income and expenditure for on-street parking is required by Section 55 of the Road Traffic Regulation Act 1984 (RTRA) to be ring-fenced for limited purposes, which in summary are:

- to repay any funds for parking measures that have been borrowed from the General Fund;
- to contribute towards the provision or maintenance of parking facilities;
- to contribute towards improvements to passenger transport services or infrastructure; and,
- to contribute towards other highway improvements.

- 6.2 As regards income and expenditure from off-street parking, the revenue received is an important income stream to the Council derived from its’ property assets, whilst charges

are set at a level to balance the needs of the town centres and ensure effective traffic management.

- 6.3 The overall impact of the changes to the charging structure as listed in the proposals set out in **Appendix 1** are forecasted to generate an estimated additional net income of £291k after the initial one off costs of £59k have been deducted for a recommended cashless payment model. The year 2 additional net income is estimated to be £318k after ongoing costs of £33k have been deducted. It is forecasted that the, as mentioned, upfront implementation costs will be covered by the speculated £351k income gain from the parking fee proposals. On comparison the estimated income for a Pay & Display machine model would generate a considerably lower net income of £90k after one off costs of £261k has been deducted for new Pay and Display parking machines, installation and signage.

7. **Climate Change and Environmental Implications**

- 7.1 The proposals which seek to encourage the use of more efficient and lower emission vehicles will make a significant contribution towards the Council's Climate Change objectives.

8. **Corporate Implications**

- 8.1 Comment from the Strategic Director (Corporate Resources): Members are reminded that the Council's revenue and capital resources are under pressure and so they will wish to assure themselves that all proposals progress the Council's priorities, are the best option available and will deliver value for money.(JS)
- 8.2 Comment from the Solicitor to the Council: The Solicitor to the Council has been consulted in the preparation of this report and has no further comments to make.
- 8.3 Comment from the Equalities Officer: An Equality Impact Assessment has been carried out to identify and mitigate any negative impact upon the protected characteristic groups. The Equality Officer has been consulted during the development of the report and has no further comments to make, other than to remind Members that in discharging their responsibilities they 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/section/149>'

9. **Appendices**

Appendix 1: Schedule of Proposed Charges

Appendix 2: Equalities Impact Assessment

Appendix 3: Permit Charges Comparisons with Neighbouring Authorities

10. **Background Papers**

None.

11. **Consultation Statement**

The Portfolio Holder for Transport, Licensing and Community has been consulted on the proposals outlined in this report.

Contact Officer: Rubena Hafizi, Transport and Parking Services Manager

Appendix 1: Schedule of Current Charges and Proposed Changes

CAR PARK CHARGES (OFF-STREET) – DOVER			
		Current Charge	Proposed Charge
Albany Place, Dover Linear charging up to 5 hrs Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr 2hr 3hrs 4hrs 5hrs 5 to 8 hrs	Free	70p £1.40 £2.10 £2.80 £3.50 £4.20
Bench Street, Dover Linear charging Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr 2hrs 3hrs 4hrs	£1.30 £2.60 £3.90 £5.20	£1.30 £2.60 £3.90 £5.20
Camden Crescent, Dover Linear charging up to 5 hrs Minimum charge 50p Charges apply Mon – Sun 09.00 to 18.00	1hr 2hr 3hrs 4hrs 5hrs 5 to 8 hrs	£1.30 £2.60 £3.90 £5.20 £6.50 £7.80	£1.30 £2.60 £3.90 £5.20 £6.50 £7.80
Castle Hill Coach Park Charges apply Mon – Sat	Up to 8 hrs	£7.70	£7.70
Ladywell Car Park, Dover Linear charging up to 5 hrs Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr 2hr 3hrs 4hrs 5hrs 5 to 8 hrs	£1.30 £2.60 £3.90 £5.20 £6.50 £7.80	£1.30 £2.60 £3.90 £5.20 £6.50 £7.80
Maison Dieu Car Park, Dover Linear charging up to 5 hrs Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr 2hr 3hrs 4hrs 5hrs 5 to 8 hrs	£1.30 £2.60 £3.90 £5.20 £6.50 £7.80	£1.30 £2.60 £3.90 £5.20 £6.50 £7.80
Maison Dieu Car Park, Coach Bays Charges apply Mon – Sat 09.00 to 18.00	Up to 8 hrs	£7.70	£7.70
Pencester Road Car Park, Dover Linear charging Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00.	1hr 2hrs 3hrs 4hrs	£1.30 £2.60 £3.90 £5.20	£1.30 £2.60 £3.90 £5.20
Norman Street/ Priory Road Car Park, Dover Linear charging up to 5 hours Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr 2hr 3hrs 4hrs 5hrs 5 to 8 hrs	£1.30 £2.60 £3.90 £5.20 £6.50 £7.80	£1.30 £2.60 £3.90 £5.20 £6.50 £7.80

CAR PARK CHARGES (OFF-STREET) – DOVER			
		Current Charge	Proposed Charge
Stembrook Car Park, Dover Linear charging Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr	£1.30	£1.30
	2hr	£2.60	£2.60
	3hrs	£3.90	£3.90
	4hrs	£5.20	£5.20
Townwall Street Linear charging Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr	£1.30	£1.30
	2hrs	£2.60	£2.60
	3hrs	£3.90	£3.90
	4hrs	£5.20	£5.20
Woolcomber Street Linear charging Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr	£1.30	£1.30
	2hrs	£2.60	£2.60
	3hrs	£3.90	£3.90
	4hrs	£5.20	£5.20

PARKING CHARGES (ON-STREET) – DOVER			
Location	Tariff	Current Charge	Proposed Charge
Castle Street, Dover Linear charging Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr	£1.50	£1.50
	2hrs	£3.00	£3.00
Seafront – Cars Linear charging up to 5 hours Minimum charge 50p Charges apply Mon – Sun 09.00 to 17.00	1hr	£1.30	£1.30
	2hr	£2.60	£2.60
	3hrs	£3.90	£3.90
	4hrs	£5.20	£5.20
	5hrs	£6.50	£6.50
	5 to 8 hrs	£7.80	£7.80
Seafront – Motorhomes Charges apply Mon – Sun 09.00 to 17.00	Overnight Charge (17.00 to 09.00)	£7.70	£7.70
Seafront – Coaches Charges apply Mon – Sun 09.00 to 17.00	Up to 8 hrs	£7.70	£7.70
Pencester Road, Dover Linear charging Minimum charge 50p Charges apply Mon – Sat	1hr	£1.50	£1.50
	2hrs	£3.00	£3.00

CAR PARK CHARGES (OFF-STREET) – SANDWICH			
Car Park	Tariff	Current Charge	Proposed Charge
Gazen Salts Car Park, Sandwich Linear charging up to 5 hours Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr	90p	£1.00
	2hrs	£1.80	£2.00
	3hrs	£2.70	£3.00
	4hrs	£3.60	£4.00
	5hrs	£4.50	£5.00
	5 to 8 hrs	£5.40	£6.00
Guildhall Car Park, Sandwich Linear charging up to 5 hours Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr	£1.20	£1.20
	2hrs	£2.40	£2.40
	3hrs	£3.60	£3.60
	4hrs	£4.80	£4.80
	5hrs	£6.00	£6.00
	5 to 8 hrs	£7.20	£7.20
The Quay Car Park, Sandwich Linear charging up to 5 hours Minimum charge 50p Charges apply Mon – Sun 09.00 to 18.00	1hr	£1.20	£1.30
	2hrs	£2.40	£2.60
	3hrs	£3.60	£3.90
	4hrs	£4.80	£5.20
	5hrs	£6.00	£6.50
	5 to 8 hrs	£7.20	£7.80

PARKING CHARGES (ON-STREET) – SANDWICH			
Location	Tariff	Current Charge	Proposed Charge
Market Street, Sandwich Linear charging Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1 hr	£1.30	£1.30
	2 hrs	£2.60	£2.60
New Street, Sandwich Linear charging Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1 hr	£1.30	£1.30
	2 hrs	£2.60	£2.60 Charges to apply to extended area. (extend to all resident permit bays for non-permit holders).

CAR PARK CHARGES (OFF-STREET) – DEAL			
Car Park	Tariff	Current Charge	Proposed Charge
Beach Street Car Park, Deal Linear charging up to 5 hours Minimum charge 50p Charges apply Mon – Sun	1hr	£1.30	£1.30
	2hr	£2.60	£2.60
	3hrs	£3.90	£3.90
	4hrs	£5.20	£5.20
	5hrs	£6.50	£6.50
	5 to 8 hrs	£7.80	£7.80

CAR PARK CHARGES (OFF-STREET) – DEAL			
Car Park	Tariff	Current Charge	Proposed Charge
Middle Street Car Park, Deal Linear charging Minimum charge 50p Charges apply Mon – Sun 09.00 to 18.00	1hr 2hrs 3hrs 4hrs	£1.30 £2.60 £3.90 £5.20	£1.30 £2.60 £3.90 £5.20 Maximum length of stay to be reduced to 3 hours
South Street Car Park, Deal Linear charging Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr 2hrs	£1.30 £2.60	£1.30 £2.60
Stanhope Road Car Park, Deal Linear Charging Minimum charge 50p Charges apply Mon – SatSun 09.00 to 18.00	1hr 2hrs 3hrs	£1.30 £2.60 £3.80	£1.30 £2.60 £3.80
West Street (St. George's) Car Park, Deal Linear charging up to 5hrs Minimum charge 50p Charges apply Mon – SatSun 09.00 to 18.00	1hr 2hr 3hrs 4hrs 5hrs 5 to 8 hrs	£1.30 £2.60 £3.90 £5.20 £6.50 £7.80	£1.30 £2.60 £3.90 £5.20 £6.50 £7.80
Tides Leisure Centre Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr to 4 hrs 5 hrs 5 to 8 hrs	Max Stay 4 hrs, No charge	No Charge £5.00 £6.00
Town Hall Car Park, Deal Linear charging Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	Up to 1hr Up to 2hrs	£1.30 £2.60	£1.30 £2.60
Union Road Car Park, Deal Linear charging up to 5hrs Minimum charge 50p Charges apply Mon – SatSun 09.00 to 18.00	1hr 2hrs 3hrs 4hrs 5hrs 5 to 8 hrs	£1.00 £2.00 £3.00 £4.00 £5.00 £6.00	£1.00 £2.00 £3.00 £4.00 £5.00 £6.00

PARKING CHARGES (ON-STREET) – DEAL & WALMER			
Location	Tariff	Current Charge	Proposed Charge
Beach Street (between Broad Street & South Street) Linear charging Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr 2hrs	£1.30 £2.60	£1.30 £2.60

PARKING CHARGES (ON-STREET) – DEAL & WALMER			
Location	Tariff	Current Charge	Proposed Charge
Beach Street (Royal Hotel to Dolphin Street) Linear charging up to 5hrs Minimum charge 50p Charges apply Mon – Sun 09.00 to 18.00	1hr 2hr 3hrs 4hrs 5hrs	£1.30 £2.60 £3.90 £5.20 £6.50	£1.30 £2.60 £3.90 £5.20 £6.50
King Street, Deal Linear charging Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr 2hrs	£1.30 £2.60	£1.30 £2.60
Prince of Wales Terrace, Deal Linear charging Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr 2hrs	£1.30 £2.60	£1.30 £2.60
Victoria Road, Deal Linear charging Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr 2hrs	£1.30 £2.60	£1.30 £2.60 Charges to apply to extended area. (length of Victoria Road)
Ranelagh Road, Sondes Road, Stanley Road, Clanwilliam Road Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr 2hrs	Limited Waiting only	£1.30 £2.60
Marine Road, Walmer Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr 2hrs	Limited Waiting only	£1.30 £2.60
The Strand, Walmer (East Side) Minimum charge 50p Charges apply Mon – Sat 09.00 to 18.00	1hr 2hrs	Limited Waiting only	£1.30 £2.60

PARKING CHARGES: RURAL AREAS			
Car Park	Tariff	Current Charge	Proposed Charge
Borrow Pit Car Park, Walmer Charges apply Mon to Sun 1st March – 31st October	Per hour Charge	£0.90 car £1.60 car & trailer	£0.90 car £1.60 car & trailer
Deal Castle Charges apply Mon to Sun 09.00 to 17.00, 3-hour max stay	Per hour charge	£1.10* £2.20 £3.30	£1.10* £2.20 £3.30
Kearsney Abbey, Temple Ewell Charges apply Mon to Sun 3-hour max stay	Per hour charge	No controls	No charge, but maximum stay to be introduced

PARKING CHARGES: RURAL AREAS			
Car Park	Tariff	Current Charge	Proposed Charge
Samphire Hoe (Eurotunnel) Charges apply Mon – Sat	Up to 30mins Up to 2hrs	70p £1.40	70p £1.40
St Margaret's Bay Charges apply Mon to Sun 1 st March – 31 st October	Per hour Charge	£0.90 car £1.60 car & trailer	£0.90 car £1.60 car & trailer
Walmer Castle Charges apply Mon to Sun 09.00 to 17.00	All Day Charge	£3*	£3*
*These charges are as advised by English Heritage, as DDC manage these car parks on their behalf.			

PERMITS

Permit Type	Description	Current Charge	Proposed Charge
Resident permits: All Zones except Deal Zone 2 & Sandwich Zone J	Annual on street permit: First Vehicle	£65	Charges to be based on vehicle emissions: CO2: 0: £35 1-50: £70 51-130: £90 >130: £110
	Annual on street permit: Second Vehicle	£90	CO2: 0: £60 1-50: £85 51-130: £115 >130: £135
Deal Zone 2 & Sandwich Zone J	Annual on street permit: First Vehicle	£100	Charges to be based on vehicle emissions: CO2: 0: £60 1-50: £105 51-130: £125 >130: £150
Snargate Resident & Albany Place Car Park Permit	Allows parking on Snargate Street & Albany Place C/P	£100	£100
Resident / Car Park Permit selected Dover, Deal or Sandwich	Annual permit allows parking both On & Off Street in Dover, Deal & Sandwich (only in specified car parks)	£100	£100
Gazen Salts Car Park	Single car park permit	£65 – 12 months	£65 – 12 months
Community Services permits	On Street parking apart from Loading restrictions	£80 for 2 years	£80 for 2 years
Emergency 1 st Responders (on call Fire Officers & Paramedics)	12 issued	free	free
Doctors Permits	Any doctors bay & On Street apart from Loading restrictions & disabled bays	£90 for 2 years	£90 for 2 years
St Margaret's	On every day preceding the first Bank Holiday in May to 30 th September	£55 – 8 months 1 st March to 31 st October	£55 – 8 months 1 st March to 31 st October
Samphire Hoe		£40 pa	£40 pa
Visitor Daily's	Book of 10	£22	£30
New Proposed Permits			
Long Stay Car Park Annual Permit	Dover = Camden Cres, Ladywell, Maison Dieu, Norman Street Deal = Beach Street, West Street, Union Road Sandwich = Gazen Salts, Guildhall, Quay	£600 per year £325 for 6 months (£600 per annum equates to £2.50 per day when calculated over a 48-week, 5-day period)	£600 per year £325 for 6 months (£600 per annum equates to £2.50 per day when calculated over a 48-week, 5- day period)

Short Stay Car Park Annual Permits	Dover = Bench St, Pencester, Stembrook Deal = Middle Street, South Street, Stanhope	£550 per year £300 for 6 months. (£550 per annum equates to £2.30 per day when calculated over 48 week and 5-day period)	£550 per year £300 for 6 months. (£550 per annum equates to £2.30 per day when calculated over 48 week and 5-day period)
Single Car Park Annual Permits (This permit does not exist at present except in Gazen Salts.)	Single car parks	£400 per year £225 for 6 months (£400 per annum equates to £1.66 per day when calculated over 48 week and 5-day period)	£400 per year £225 for 6 months (£400 per annum equates to £1.66 per day when calculated over 48 week and 5-day period)
Business Permits			
Dover or Deal Business Single Car Park - selected Dover or Deal car parks (Mon – Sun)	Permits parking in Dover or Deal car parks	£85 – 6 months £155 – 12 months	£85 – 6 months £155 – 12 months
Sandwich Business	Permits parking in all Sandwich car parks	£95 – 6 months £165 – 12 months	£95 – 6 months £165 – 12 months
All Area Business Dover, Deal & Sandwich Inc.	Permits parking in all car parks	£225 – 6 months £420 – 12 months	£225 – 6 months £420 – 12 months
Snargate Business Permit	Snargate Street	£95 – 6 months £165 – 12 months	£95 – 6 months £165 – 12 months
Misc. Permits			
Seafront Dover	On street bays Marine Parade, Waterloo Cres	£150 – 6 months £275 – 12 months	£150 – 6 months £275 – 12 months
Waivers On Street Only (Contractors)	Permits parking on all On Street excluding loading restrictions and disabled bays	£12 per day £30 per week £65 per month	£15 per day £35 per week £70 per month
Bay Suspensions On/Off Street		£125 to set up the suspension then £25 per bay/day	£125 to set up the suspension then £25 per bay/day
Hotelier Books of 20 Daily's	Allow parking from 4pm until 10am @ The Quay & Beach Street Car Parks	£20 per book	£25 per book

Equality Impact Assessment

Appendix 2

Date of initial assessment	02 January 2021
Division	Commercial Services – Parking
Proposal to be assessed	On & Off-Street Parking Places Order: Proposed Changes
New or existing policy or function?	Existing
External (i.e. public-facing) or internal?	External
Statutory or non-statutory?	Non-statutory
Your name	Rubena Hafizi
Your job title	Transport and Parking Services Manager
Your contact telephone number	
Decision maker	Cabinet Members
Estimated proposal deadline	01/04/2021

Please outline your proposal, including:	Actions/Objectives
<ul style="list-style-type: none"> ● Aims and objectives ● Key actions ● Expected outcomes ● Who will be affected and how ● How many people will be affected 	<ul style="list-style-type: none"> ● It is proposed that Dover District Council increase resident permits by £20 for 1st and 2nd permits, increase 3rd permit by 50% and daily visitor permits by 80p - to incentivise other sustainable modes of travel ● Introduce a low emission vehicle resident permit at a discount for electric and plug in vehicles as an incentive for the least polluting vehicles. ● Extend and introduce additional residential permit zones and introduce a town centre permit zone to assist residents to park closer to their homes. ● To increase pay & display parking charges in The Quay & Gazen Salts (Sandwich) car parks by 10p per tariff to bring these in line with carparks sited in Dover and Deal. ● Introduce Sunday Charging Stembrook, West St, Union Road & Stanhope Road and reduce maximum stay in Middle St. car

park from 4 hours to 3 hours - to promote a better turnover of parking places.

- Introduce parking charges at Tides for 4 plus hours.
- Extend P&D in New Street Sandwich - to promote a better turnover of parking places.
- Re introduce charging at Albany - to promote a better turnover of parking places.
- Introduce P&D charging at Kearsney car park - to promote a better turnover of parking places.
- Introduce charges at Borrow Pit car park seasonal only - to promote a better turnover of parking places.
- Introduce Resident Permit Scheme on Coombe Valley Road
- Reduce town centre limited wait bays from 2hrs to 1hr - to promote a better turnover of parking places.
- Introduce P&D to Walmer Green / Strand - to promote a better turnover of parking places.
- Extend the P&D on Victoria Road to both sides of street - to promote a better turnover of parking places.
- Introduce P&D on Marine Road in Walmer - to promote a better turnover of parking places.
- ANPR enforcement at Schools – to provide a safer environment for school children.
- Increase Contractor Waivers.
- Increase Hotel Permits.
- Introduce P&D Sondes Road x 3, Ranelagh Road x 3, Stanley Road x 3, Clanwilliam Road x 4 - to promote a better turnover of parking places.

The proposed changes listed above will not impact on parking provision for blue badge holders.

The proposed extension of resident permit schemes will benefit the residents providing better parking availability for their use.

<p>What relevant data or information is currently available about the customers who may use this service or could be affected?</p>	<p>No data on the demographics of people using the car parks is currently known. There are currently 1966 permit holders who will be affected.</p>
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Is the decision relevant to the aims of the Public Sector Equality Duty, which are listed below?
Guidance on the aims can be found in the EHRC's [PSED Technical Guidance](#)

Aim	Yes/No	Explanation
Eliminate discrimination, harassment and victimisation	No	
Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it	No	
Foster good relations between persons who share a relevant protected characteristic and persons who do not share it	No	

Assess the relevance of the proposal to people with different protected characteristics, and assess the impact of the proposal on people with different protected characteristics.

Protected characteristic	Relevance to proposal High/Medium/Low/None	Impact of proposal Positive/Neutral/Negative	Explanation

Age	None	Neutral	The proposed changes are primarily financial in nature or aimed at improving air quality and there is no evidence to demonstrate a disproportionate impact relevant to age.
Disability	None	Neutral	The proposed changes are primarily financial in nature or aimed at improving air quality and there is no evidence to demonstrate a disproportionate impact relevant to disability.
Gender reassignment	None		
Marriage and civil partnership	None		
Pregnancy and maternity	None		
Race	None		
Religion or belief	None	Neutral	The proposed changes are primarily financial in nature or aimed at improving air quality and there is no evidence to demonstrate a disproportionate impact relevant to religion or belief.
Sex/Sexual orientation	None		

Kent District Permit Comparison

Appendix 3

Authority	Type of Permit	Cost
Ashford	Resident Zone A	£35 to £135
	Annual Season	£594 - £836
Canterbury	Resident	£69 to £145
	Business	£550
	Annual Season	£1100
Dartford	Resident	£50
	Business	N/A
	Annual Season	£720
Dover	Resident (1 st permit)	£65
	Resident (2 nd permit)	£90
	Dover & Deal Business	£155
	Sandwich Business	£165
	Business all car parks	£420
	Annual Season	£600
Folkestone & Hythe	Resident	£60
	Business	£60
	Annual Season	£657
Gravesend	Resident	£40
	Business	£1,380
	Annual Season	£1,725
Gravesham	Resident	£15
	Business	N/A
	Annual Season	£1,725
Maidstone	Resident	£25
	Business	£100
	Annual Season	£930
Medway	Resident	£30
	Business	£144
	Annual Season	£615
Sevenoaks	Resident	£35 - £250
	Business	£765
	Annual Season	£1,300
Swale	Resident	£45
	Business	£940
	Annual Season	N/A
Thanet	Resident	£70
	Business	£630
	Annual Season	£630
Tonbridge & Malling	Resident	£40

	Business	£950
	Annual Season	N/A
Tunbridge Wells	Resident	£80
	Business	£1,050
	Annual Season	N/A
Whitstable	Resident	From £55
	Business	£714
	Annual Season	N/A

Subject:	INTRODUCTION OF ELECTRIC VEHICLE CHARGING BAYS
Meeting and Date:	Cabinet – 1 February 2021
Report of:	Roger Wragg, Head of Commercial Services
Portfolio Holder:	Councillor Nigel Collor, Portfolio Holder for Transport, Licensing and Community
Decision Type:	Key Decision
Classification:	Unrestricted

Purpose of the report: To seek approval to introduce electric vehicle charging bays at the locations set out in Appendix 1.

- Recommendation:**
1. To note the outcome of the funding approved by the Office of Zero Emission Vehicles (OZEV).
 2. To agree to the proposed electric vehicle charging bays as set out in **Appendix 1**.
 3. To agree to the operating/charging model.
 4. To agree to a direct award (as permitted under the framework) to Connected Kerb through the National Framework Agreement for the supply of Electric Vehicles Charging Points & Associated Services let by Kent County Council (via KCS Professional Services).
 5. That the Transport and Parking Services Manager or Head of Commercial Services, in consultation with the Portfolio Holder for Transport, Licensing and Community, be authorised to take all necessary legal and procedural processes to give effect to agreed recommendations as set out in Appendix 1, including the giving of notices and the making or amendment of any orders under the Road Traffic Regulation Act 1984.
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1. Summary

- 1.1 This report seeks Cabinet agreement for the introduction of 49 electric vehicle charging bays sited at various locations throughout the Dover District as set out in **Appendix 1**.
- 1.2 In making this recommendation, consideration has been given to equality issues. It is not anticipated that this proposal will adversely affect any of the groups having protected characteristics contrary to the Equalities Act 2010, an Equalities Impact Assessment has been carried out as set out in **Appendix 2**.

2. Introduction and Background

Dover District Council (DDC) are part of the Kent Air Quality Partnership which is made up of representatives from each district and other stakeholders related to air quality.

- 2.1. It is recognised that the main source of air pollution in the District is road traffic emissions from major roads, notably the A2 and A20 Trunk Roads in Dover as well as several primary urban roads.
- 2.2 DDC are currently working on a revised updated Air Quality Action Plan and providing the appropriate infrastructure for the purpose of charging electric vehicles can be included as an action that DDC are undertaking to improve air quality.
- 2.3 It has been reported by Department for Transport (DfT) that the Transport Secretary is urging local authorities to take advantage of the funding that is on offer to provide electric car charging infrastructure and increase local access to chargepoints for drivers.
- 2.4 DfT have published a UK wide league table of the number of electric vehicles charging points that are available for public use, of which Dover currently have 11. This low number has placed Dover in the bottom 20% for the UK, DDC are currently 349th place out of 379 if the proposed bays are installed this will accelerate Dover to 83rd place which would be a significant change.
- 2.5 OZEV funding is available to successful applicants, this funding is for 75% of the procuring and installation costs for the chargepoints and the local authority is responsible for the remaining 25%. The purpose of the OZEV funding is to ensure that on-street parking is not a barrier to realising the benefits of owning a plug-in electric vehicle.
- 2.6 The total cost of 49 EV charging bays equates to £299,020, DDC applied to OZEV for the maximum 75% funding and have been awarded £224,270, this leaves a remaining £74,754 to be funded from an appropriate earmarked reserve.
- 2.7 The Councils Contract Standing Orders makes provision for the use of Purchasing Schemes (such as frameworks, collaborative purchasing arrangements etc.) where the establishment and operation of the respective Scheme is in compliance with the Procurement Regulations and meets the Councils own requirements.
- 2.8 It is proposed to make a direct award (as permitted under the framework) to Connected Kerb through the National Framework Agreement for the supply of Electric Vehicles Charging Points & Associated Services let by Kent County Council (via KCS Professional Services). The use of this framework satisfies the criteria set out in 2.7 above.

3. Proposal

- 3.1 To introduce 49 EV charging bays as set out in **Appendix 1** this will promote the use of electric vehicles within the authority and ensure the infrastructure is available for use.

4. Operating/Charging Model Options

- 4.1 There are 2 operating models available to choose from, the calculations shown in tables 1 & 2 below are based on a charge of 26p per kwh to the customer, 14p of which would be for the power supply and 12p for DDC to cover incurred costs.
- 4.2 Option 1 - DDC pay the EV service provider an annual operations/ maintenance fee of £13,000 and DDC retain all generated income from the charging units

4.3 Table 1 – Annual Charge Model estimated figures

Table 1

	5% EV usage	15% EV usage	25% EV usage
Electricity revenue	£24,000	£72,000	£120,000
Electricity costs (assumed @ 14p/kWh)	-£13,000	-£39,000	-£66,000
Connected Kerb Operating Costs	-£13,000	-£13,000	-£13,000
Total Profit	-£2,000	£20,000	£41,000

4.4 Option 2 – Profit share model, this would reduce the risk to DDC with no annual operational/ maintenance fee to be paid to the EV service provider, instead they would receive 40% of any profits made.

4.5 Table 2 - Profit Share Model estimated figures

	5% EV usage	15% EV usage	25% EV usage
Electricity revenue	£24,000	£72,000	£120,000
Electricity costs (assumed @ 14p/kWh)	-£13,000	-£39,000	-£66,000
Connected Kerb 40%	-£4,400	-£13,000	-£22,000
Total Profit	£6,600	£20,000	£32,000

4.6 The service provider has advised that, in their experience there is generally 5 to 10% utilisation of EV charging facilities in year 1 which then rises to 15% between year 1 and 2. This trend continues to rise as local residents become more familiar with this mode of travel and opt for an electric vehicle rather than a petrol or diesel.

4.7 It is proposed that for a trial period of 1-year P&D parking charges in EV charging bays only, be suspended for electric vehicles whilst they are actively utilising the charging facilities, however, the power supply charges remain. This initiative will incentivise the use of these bays and can be reviewed as part of the annual parking charges review process

5. Identification of Options

5.1 Option 1. **This is the preferred option.**

- To agree the proposed options for the introduction of 49 EV charging bays at the locations as set out in **Appendix 1**.
- To agree to the charging option as detailed in table 1 and point 4.7.
- To agree to delegate the decision-making process for the Transport & Parking Services Manager or Head of Commercial Services in conjunction with the Portfolio Holder for Transport, Licensing and Community to be authorised to take all necessary legal and procedural processes to give effect to agreed recommendations.

5.2 Option 2.

- To agree the proposed options for the introduction of 49 EV charging bays at the locations as set out in **Appendix 1**.
- To agree to the charging option as detailed in table 2 and point 4.7.
- To agree to delegate the decision-making process for the Transport & Parking Services Manager or Head of Commercial Services in conjunction with the Portfolio Holder for Transport, Licensing and Community to be authorised to take all necessary legal and procedural processes to give effect to agreed recommendations

5.3 Option 3

- To not introduce the EV charging bays as set out in **Appendix 1**.

6. Evaluation of Options

6.1 Option 1 is recommended for the following key reasons:

- To provide the required infrastructure for the use of electric vehicles for DDC residents.
- To support the Climate Change Agenda by promoting the use of electric vehicles throughout the Authority.
- To provide a cleaner environment for residents and visitors to the District.
- To enable DDC to benefit from 100% of income generated by the scheme.

6.2 Option 2 is not recommended for the following reasons:

- This will reduce future year income generation opportunities within the scheme.

6.3 Option 3 is not recommended for the following reasons:

- This will not provide the required infrastructure for electric vehicles
- This will not promote the Climate Change Agenda
- This will not provide a cleaner environment

7. Resource Implications

7.1 The initial cost of the installation of EV charging bays will be £299k, £224k is funded by a grant received from the Office of Zero Emissions and the balance of £74,754k from an appropriate earmarked reserve. The project is to be included in the MTCP.

7.2 The over all impact of the introduction of electric vehicle charging bays is likely to see an increase in revenue as set out in table 1 & 2 above, this will also encourage more residents to opt for an electric vehicle, which in turn will reduce the carbon footprint.

8. Climate Change and Environmental Implications

- 8.1 In support of DDC's Climate Change Agenda, Parking Services regularly review all tasks and activities to seek out opportunities to support this. As stated above, Parking Services have been successful in a bid for OZEV funding in the sum of £224,270 for the introduction of 49 Electric Vehicle charging bays, which will assist DDC in achieving its zero carbon aims and objectives.
- 8.2 The installation of EV charging points in the district will form part of the Council's response to the Climate Change Strategy and action plan. The provision of EV charging points will give residents and visitors the ability to charge their vehicles at points across the District, encourage the uptake of electric vehicles, and demonstrate the Council's commitment to reducing emissions in the District.

9. Corporate Implications

- 9.1 Comment from the Strategic Director (Corporate Resources): Members are reminded that the Council's revenue and capital resources are under pressure and so they will wish to assure themselves that all proposals progress the Council's priorities, are the best option available and will deliver value for money. (DL)
- 9.2 Comment from the Solicitor to the Council: The Solicitor to the Council has been consulted in the preparation of this report and has no further comments to make.
- 9.3 Comment from the Equalities Officer: 'An Equality Impact Assessment has been carried out to identify and mitigate any negative impact upon the protected characteristic groups. The Equality Officer has been consulted during the development of the report and has no further comments to make, other than to remind Members that in discharging their responsibilities they 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/section/149>'

10. Appendices

Appendix 1: Electric Vehicle Charging Unit Locations

Appendix 2: Equalities Impact Assessment

11. Background Papers

None.

12. Consultation Statement

The Portfolio Holder for Transport, Licensing and Community has been consulted on the proposals outlined in this report.

Contact Officer: Rubena Hafizi, Transport and Parking Services Manager

EV Charging Report

Appendix 1 - Proposed EV Bay Locations

Post Code	Off Street (Car Parks)	No. Units	No. Sockets/bays	Town
CT16 1JW	Fishmongers Lane (Bench St)	2	4	Dover
CT17 9AS	Albany Place	1	2	Dover
CT16 1RL	Maison Dieu C/P	2	4	Dover
CT14 6BE	Union Road	1	2	Deal
CT14 6ER	Middle Street	3	3	Deal
CT14 7EQ	Deal Memorial	1	2	Deal
CT14 6EA	West Street (old St Georges)	4	4	Deal
CT13 9HN	Gazen Salts	4	4	Sandwich
CT13 9AP	Guildhall	2	3	Sandwich
CT13 9EW	The Quay	2	4	Sandwich

Post Code	OnStreet	No. Units	No. Sockets/bays	Town
CT17 9SD	Folkstone Road	2	2	Dover
CT17 0PP	Lewisham Road (River)	1	2	Dover
CT16 1DJ	Park Street	2	2	Dover
CT17 9BP	Waterloo Cres	3	3	Dover
CT14 7AS	Victoria Road	2	2	Deal
CT14 7DN	The Strand	2	2	Deal
CT14 6BQ	High Street (northern part)	2	2	Deal
CT13 (AB	New Street	2	2	Sandwich
	Total	38	49	

Equality Impact Assessment

Appendix 2

The Public Sector Equality Duty placed a duty on all public bodies to have due regard to the need to:-

- Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act;
- Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not.
- Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

The duty has the following three aims:-

- To remove or minimise disadvantages suffered by people due to their protected characteristics.
- To take steps to meet the needs of people with certain protected characteristics where these are different from the needs of other people.
- To encourage people with certain protected characteristics to participate in public life or in other activities where their participation is disproportionately low.

The protected Characteristics are:-

- Age
- Disability
- Gender
- Gender reassignment
- Pregnancy and maternity
- Race
- Religion, belief or lack of belief
- Sexual orientation
- Marriage and Civil partnership. (For this characteristic the duty only applies to the first aim to eliminate discrimination)

What we need to do when preparing to do something new or writing a report.

The three aims of the duty may be more relevant to some functions than to others. How much due regard is required depends on the individual circumstances of the decision.

In some cases you may conclude that Equality is not relevant at all, or that you have already addressed equality issues in your preparatory work, in which case you can just put a simple paragraph in your document for decision maker's information.

This document is a tool designed to help you determine how relevant your proposal is to the duty and also to the protected characteristics. You could also include it in with any Committee Reports for decision maker's information, or you could summarise it within your report, but the information you gather must be available to those making the decision.

Since the Equality Act became law there have been several court cases where Councils have been challenged as to whether or not they have complied with the duty when making decisions, these have established case law principles and are known as the "Brown" principles.

These principles are that:

- Decision makers must be made aware of their duty to have 'due regard' to the identified goals.
- The due regard duty must be fulfilled before and at the time that a particular policy is being considered by the public authority in question.
- The duty must be exercised in substance, with rigour and with an open mind.
- The duty imposed on public authorities ... is a non-delegable duty.
- The duty is a continuing one.
- It is good practice for those exercising public functions in public authorities to keep an adequate record showing that they had actually considered their ... duties and pondered relevant questions.

Lead Officer:-	Rubena Hafizi
Decision Maker(s):-	Cabinet Members
Name and Type of decision:- e.g. Policy, contract, service delivery change.	Service Delivery – Introduction of Electric Vehicle Charging Bays
Date of decision When will the final decision be taken?	1 st February 2021
Aims of the decision <ul style="list-style-type: none"> Objectives Intended outcomes Key actions Who and how many will be affected 	<p>To introduce 49 electric vehicle charging bays over various 18 locations</p> <p>To promote the use of electric vehicles and provide the infrastructure to entice people to move from petrol/diesel cars to electric</p> <p>To assist with DDCs zero carbon objectives and improve air quality</p> <p>The introduction of these bays will marginally impact on all petrol/diesel vehicle owners inclusive of Blue badge holders as the scheme will reduce the number of available bays for nonelectric vehicles, ranging between 1 to 4 depending on the location, this will not impact on any of the current designated disabled bays within the district, these will remain unchanged.</p> <p>This scheme will benefit residents who own electric vehicles as they will have designated bays available with facilities to charge their vehicle.</p>
Information and Research <ul style="list-style-type: none"> Summarise research and information that you used to prepare your proposals / preferred options What data did you use to research your proposals List anything you found that will affect people with protected characteristics. 	<p>Reviewed the DfT ULEV vehicle licensing data</p> <p>This proposal will not affect people with protected characteristics</p>

<p>Consultation</p> <ul style="list-style-type: none"> • Has there been any specific consultation done • What were the consultation results • Did the consultation analysis show any difference for people with protected characteristics. • What conclusions did you draw from the consultation 	<p>No, the introduction of this scheme has been based on government guidelines and the zero carbon objectives that have been set.</p>
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Assessing if the decision is likely to be relevant to the three aims of the Equality Duty.	
Aim	Relevance Yes / No
Eliminate discrimination, harassment, victimisation	No
Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not.	No
Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.	No

If you have decided that this decision is relevant to the three aims of the Equality Duty, use the section below to show how it is relevant and what the impact will be.		
Protected Characteristic	Relevance High/Medium/Low	Impact of the decision Positive / Negative
Age	Low	Neutral
Disability	Low	Neutral
Gender reassignment	Low	Neutral
Gender	Low	Neutral
Marriage and Civil Partnership	Low	Neutral
Pregnancy and Maternity	Low	Neutral
Race	Low	Neutral
Religion, Belief or Lack of Belief	Low	Neutral
Sexual Orientation	Low	Neutral

<p>If you have found negative impact, outline the measures you intend to take to mitigate it.</p>	<p>N/A</p>
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Subject:	MANAGING PARTNER AGREEMENT WITH THE LAND TRUST – A WHITE CLIFFS COUNTRYSIDE PARTNERSHIP PROJECT
Meeting and date:	Cabinet – 1 February 2021
Report of:	Richard Haynes, Natural Environment Manager
Portfolio Holder:	Councillor Oliver Richardson, Portfolio Holder for Environment and Corporate Property
Decision Type:	Key Decision
Classification:	Unrestricted

Purpose of the report:	To consider whether to enter into a 10-year ‘Managing Partner’ agreement with the Land Trust for its estate at Fort Burgoyne, Dover.
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Recommendation:	To enter into a 10-year ‘Managing Partner’ agreement with the Land Trust for its estate at Fort Burgoyne, Dover.
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1. Summary

1.1 The Land Trust has approached WCCP to take on a greater role in the management of its estate at Fort Burgoyne, Dover. This will effectively make WCCP a ‘managing partner’ and will require the council to enter into a new 10-year agreement.

2. Introduction and Background

2.1 In December 2017, WCCP entered into a three-year agreement with the Land Trust for the provision of a 0.6FTE Ranger to assist with the management of its estate at Fort Burgoyne.

2.2 The relationship has been so successful that the Land Trust would like to deepen it by making WCCP a Managing Partner, which gives greater control and responsibility to WCCP.

2.3 The initial term of the new agreement is 10 years and will require three members of staff to deliver it: Partnership Officer (0.6FTE), Events Officer (0.5FTE) and a Ranger (0.6FTE).

2.4 The nature of the work in the new agreement sits broadly under three categories: grounds maintenance; habitat management and biodiversity enhancement; improving public access, information and well-being.

2.5 A copy of the current draft of the agreement is appended to this report.

3. Identification of Options

3.1 Option 1: To enter into the agreement

3.2 Option 2: To not enter into the agreement.

4. Evaluation of Options

4.1 Option 1 is the recommended option. Not only is the offer of a 10-year agreement testament to the good work that WCCP has been doing, it is also a strong statement of commitment to the partnership by the Land Trust. An agreement such as this this will greatly add to the financial and staffing resilience of WCCP, allowing it to continue

to make a significant positive impact on the environment and communities of the district.

- 4.2 Option 2 is not recommended. To not enter into the agreement would cause significant reputational damage to WCCP and allow competitors to take a foot hold in the area. It would also beg the question of what is the future purpose of WCCP if it doesn't enter into agreements such as this? We would have to make the current Fort Burgoyne Ranger redundant.

5. **Resource Implications**

- 5.1 The Land Trust will provide WCCP with a yearly indicative budget of £118K plus an annual inflationary uplift of 3% for WCCP to claim back repayments for the running costs of site management over the next 10 years. This budget will cover the employee related costs (salaries, staff training, fuel/mileage, phones etc.) of the 3 part-time posts, with additional funding available for any infrastructure and equipment purchases required to manage the Fort Burgoyne site. For 2020/21 the £118K budget will be apportioned to cover operating costs from January to March 2021.
- 5.2 The site management and operating costs of Fort Burgoyne will be fully funded by the annual indicative budget set by the Land Trust as outlined in the Managing Partner Agreement. Any costs incurred outside of this annual budget would be agreed and met by the Land Trust. There are no DDC resource implications as the annual budget from the Land Trust will fully cover WCCP's operating costs at Fort Burgoyne.

6. **Climate Change and Environmental Implications**

- 6.1 The delivery of the contract would have a positive impact on biodiversity, creating greater resilience and connectivity on the eastern side of Dover. The engagement of members of the public and schools would have a positive impact on health and well-being, as well allowing us to communicate messages around climate change, sustainability and the environment.

7. **Corporate Implications**

- 7.1 Comment from the Director of Finance (linked to the MTFP): Accountancy has been consulted and has no further comment (JS).
- 7.2 Comment from the Solicitor to the Council: The Solicitor to the Council has been consulted in the preparation of this report and has no further comments to make.
- 7.3 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 <https://www.legislation.gov.uk/ukpga/2010/15/section/149>.
- 7.4 Other Officers (as appropriate):

8. **Appendices**

Appendix 1 – Fort Burgoyne Managing Partner Agreement ES 16102020

Appendix 2 – Staff cost proposals FINAL.

Contact Officer: Richard Haynes, Natural Environment Manager

DATED

2020

LAND RESTORATION TRUST (1)
(carrying on business as the Land Trust)

And

DOVER DISTRICT COUNCIL (2)

MANAGEMENT AGREEMENT
relating to land at Fort Burgoyne, Dover

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ADD

SCHEDULE 8 EXISTING STAFF

PARTIES

- (1) **THE LAND RESTORATION TRUST** (company registration number 05077263) of 7 Birchwood One, Dewhurst Road, Birchwood, Warrington WA3 7GB ("**the Trust**") ("**the Trust**"); and
- (2) **DOVER DISTRICT COUNCIL** whose registered office is at White Cliffs Business Park, Dover CT16 3PJ ("**the Managing Agent**").

BACKGROUND

- A The Land Trust is a not for profit charitable organisation that provides a cost-effective management solution for open space and green infrastructure. This land can deliver significant community benefits, improving health, social cohesion, providing an educational resource and uplifting the local economy.
- B The aim of the Trust is to provide long-term sustainable management of open spaces across the country. Open spaces are a crucial part of the social landscape, delivering a range of significant benefits for residents and businesses. Safe and accessible open space allows communities to come together and individuals to develop and relax through physical activity and recreation. Well designed and maintained open spaces are outdoor classrooms, gyms and theatres. They change lifestyles and improve health and well-being, so we take them seriously.
- C The Trust aims to deliver environmentally informed, community-led regeneration through acquiring, owning and managing open and green spaces. Its role is to hold the land and any associated structures or buildings; to secure and hold endowments and other sources of income; to fund and sustain long-term management; and to manage the land through a managing agent where appropriate to manage the land on behalf of the Trust and on behalf of the community.
- D The Trust has acquired ownership of the Site and the Managing Agent intends to take responsibility for the day-to-day management of the Site on the terms set out in this Agreement.
- E White Cliffs Countryside Partnership is a partnership of organisations working together to protect and enhance the countryside around Dover and Folkestone and make it accessible to everyone. It is hosted by Dover District Council

OPERATIVE PROVISIONS

INTERPRETATION

- 1.1 In this Agreement, the following expressions shall have the following meanings unless the context otherwise requires:

- | | | | |
|---|---------------------|---|--|
| F | "Additional Income" | G | any income excluding Grant Income generated by, from or in relation to the Site(s) (or any Specific Site) or its/their use other than money provided by the Trust under the Annual Budget (which |
|---|---------------------|---|--|

includes, for the purposes of example only and without limitation, income derived from the Trust's beneficial interest in the Site(s) such as from grazing licences).

"Annual Budget"	the annual budget to be drawn up by the Managing Agent and approved by the Trust in accordance with clause 5.2.
"Anti-Bribery Laws"	means any bribery, fraud, kickback, or other similar anti-corruption law or regulation, including but not limited to the UK Bribery Act 2010 and section 117 of the Local Government Act 1972.
"Business Day"	a day other than Saturday or Sunday or a bank holiday or public holiday in England.
"Commencement Date"	6 DECEMBER 2020.
"Confidential Information"	shall mean all information of a confidential nature in whatever form (including written, oral, visual or electronic form, or on tape or disk) relating to the business, affairs, developments, employees or trade secrets of either Party which is disclosed to the other Party or any of their representatives.
"Contract Period"	means 10 years commencing on the Commencement Date or such shorter period in the event this Agreement is terminated pursuant to clause 15.
"Effective Date"	The date on which the Services (or any part of the Services transfer from the Managing Agent or any Third Party Employer to the Trust or its subcontractor, and a reference to the Effective date shall be deemed to be the date on which the employees in question transferred or will transfer to the Trust or Sub-Contractor
"Existing Employees"	means those employees (listed in Schedule 8) of the Trust and/or any Incumbent Contractor who are assigned immediately prior to the Commencement Date to the Services (or any part thereof) to be performed by the Managing Agent (or any Sub-Contractor) under this Agreement.1 April to 31 March.
"Financial Year"	

"Five Year Budget"	the five year indicative budget annexed at Schedule 4 and as amended from time to time in accordance with clause 6.2 and which is to be drawn up by the Trust in respect of a fixed 5 year period and agreed with the Managing Agent.
"Good Industry Practice"	means, the exercise of the degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances.
"Grant Income"	money received by way of grant from third parties for purposes relating to the improvement, use, maintenance, management or upkeep of the Site(s) and which money is to be used solely as specified by the awarding body (such funds derived, for the purposes of example only and without limitation, from the National Lottery and or other awarding bodies).
"Incoming Contractor"	the supplier who takes on the performance of the Services (or any part thereof) from the Managing Agent with effect from the Termination Date.
"Incumbent Contractor"	means any supplier providing services identical or similar to the Services that will be provided by the Managing Agent or a Sub-Contractor after the Effective Date, including any of the Incumbent Contractor's sub-contractors.
"Insolvent"	means becomes bankrupt, insolvent, summons a meeting of or enters into any arrangement with its creditors, makes a proposal for or becomes subject to any voluntary arrangement, is unable to pay its debts, has a receiver, manager or administrative receiver appointed over any of its assets, undertakings or income, has passed a resolution for its winding up or has a petition presented for winding up, has a provisional liquidator appointed or has an administrator appointed in respect of it.
"Intellectual Property Rights"	means copyright, moral rights, patents, supplementary protection certificates, trade marks, trade names, service marks, design rights, database rights, rights in goodwill, rights in undisclosed or Confidential Information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar or related intellectual property rights (whether registered or

not) and applications for such rights anywhere in the world from time to time.

"Management Plan"	the management plans for the Site as attached at Schedule 2 and as amended by agreement between the parties from time to time in accordance with clause 2.3 and clause 6.3.
"Managing Agent Employee"	means those employees of the Managing Agent or a Sub-Contractor who are assigned to the performance of the Services (or any part thereof).
"Materials"	has the meaning given at clause 10.1.
"Net Expenditure"	expenditure in connection with the performance of this Agreement by the Managing Agent in accordance with the Annual Budget less any Additional Income and any Grant Income received by the Managing Agent.
"Quarter"	the period of 3 months commencing on each Quarter Day, or any shorter period commencing on a day immediately following the end of a Quarter and ending on the termination of this Agreement, and "Quarterly" shall be construed accordingly.
"Quarter Day"	means 1 st April, 1 st July, 1 st October and 1 st January in each year of this Agreement.
"Quarterly Report"	the Report produced by the Managing Agent for the Trust on a Quarterly basis, based on the template attached in Schedule 66, to include such information as set out in clause 5.5 of this Agreement.
"Safety Policies"	mean the policies notified to the Managing Agent from time to time
"Services"	means the services to be provided by the Managing Agent as set out at clause 2, 3 and 5 and at Schedule 3, including the provision of any Materials and other deliverables.
"Site"	the area of land at Fort Burgoyne, Dover, CT15 5LP as shown on the plans at Schedule 1
"Sites"	such other sites as may be agreed by the parties from time to time.

"Specific Site Annual Budget"	the element of the Annual Budget which relates to each Specific Site.
"Sub-Contractor"	means a sub-contractor appointed by the Managing Agent for the performance of the Services (or any part thereof).
"Sub-Contractor Employees"	The employees of a Sub-Contractor engaged by the Managing Agent to provide the Services before the Effective Date and who will transfer to the Trust or to the Incoming Contractor on the Effective Date.
"TUPE"	means the Transfer of Undertakings (Protection of Employment Regulations) 2006, as amended.
"Works"	further capital works that the Trust intends to carry out in order to meet its obligations to manage the Site e.g. health and safety, site remediation etc.

- 1.2 The index and headings to the clauses and Schedules of this Agreement shall not affect its construction.
- 1.3 Where the context so requires or admits, the masculine shall include the feminine and the neuter and the singular shall include the plural and vice versa.
- 1.4 Any reference to "writing" includes reference to any communication effected by facsimile or any comparable means.
- 1.5 Any reference in this Agreement to a clause or Schedule is a reference to a clause of or a Schedule to this Agreement, and references to paragraphs are to paragraphs in the Schedule in which such paragraph appears.
- 1.6 The expression "person" means any individual, firm, company, incorporated association, partnership, government, state, or agency of state, or joint venture.
- 1.7 Any reference to a statute or statutory provision shall be construed as a reference to the same as from time to time amended, consolidated, modified, extended, re-enacted or replaced provided that in the case of amendments, consolidation, modification, extensions, re-enactments or replacements made after the date of this Agreement they shall not have effected a substantive change to that provision.
- 1.8 Words in the singular include the plural and words in the plural include the singular.
- 1.9 In this Agreement, unless otherwise stated in this Agreement, any reference to "including", "include", "in particular" or any similar expression shall mean "including without prejudice to the generality of the foregoing phrase or term".

2 MANAGEMENT PLAN

- 2.1 Within 6 months of contract commencement the Managing Agent will prepare a Management Plan for adoption. The Managing Agent will provide the Services,

including managing the Site(s), in accordance with the Management Plan during the Contract Period.

- 2.2 The Management Plan will set out details of the intended usage for the Site together with the plans for its/their management. Any material variations to the objectives to be achieved in relation to the Site' management must be approved in writing by the Trust prior to implementation.
- 2.3 The Management Plan will cover an initial 5-year period, commencing on the date of this agreement, and will be reviewed after five years or sooner if reasonably required by the Trust.
- 2.4 The Trust grants the Managing Agent a licence to enter the Site during the term of this Agreement to undertake its obligations under this Agreement and for no other purpose.

3 OBLIGATIONS OF THE MANAGING AGENT

- 3.1 As from the Commencement Date, the Managing Agent will provide the Services, including managing the Site, to the Trust on the terms set out in this Agreement and will perform its obligations, including the provision of the Services, in a timely manner, with all due, care and skill, in accordance with Good Industry Practice and to the best of its ability. The Managing Agent will at all times act -in good faith towards the Trust and will take reasonable care that the Managing Agent Employees and agents act in a way that will not damage the Trust's reputation.
- 3.2 The Managing Agent will observe the Trust's Safety Policies and must ensure that the Site meets all necessary health and safety requirements and that it complies with all relevant laws and regulations for the purposes and usage of the Site, as set out in the Management Plan. For the avoidance of doubt, the Managing Agent will have day to day responsibility for health and safety for defined parts of the Site that are notified to the Managing Agent in writing from time to time (but not so as to be liable for any third party acts or omissions which are beyond its reasonable control or any Works) and will comply with all health and safety legislation and regulations in force, to include the prompt reporting of any reportable accidents at the Site to the relevant regulatory body where appropriate pursuant to the Reporting of Injuries Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).
- 3.3 The Managing Agent shall report any accidents at the Sites as soon as is practicable to the Trust (for the attention of the Director of Portfolio Management and in any event no later than 5 working days following the occurrence of the accident such report to be in the form annexed to this agreement at Schedule 7 or any subsequent replacement form.
- 3.4 The Trust will provide copies of any insurance and schedule of insurance cover relating to the Site to the Managing Agent (and advise the Managing Agent of any variations thereto). The Managing Agent will comply at all times with all conditions contained in any insurance policies of the Trust relating to the Site. The Managing Agent will not do anything or omit to do anything which would cause such insurance policies to become void or voidable or otherwise jeopardise the terms of insurance.
- 3.5 Whilst the Trust retains as owner of the Site responsibility for the enforcement of all legal matters relating to the Site (including but not limited to the eviction of illegal occupiers, or anyone or anything causing a nuisance and the enforcement of any laws,

regulations or by-laws relating to the Site(s)) ("**Legal Enforcement Matters**"), the Managing Agent will bring any breaches, potential breaches or risk of breaches in relation to Legal Enforcement Matters to the attention of the Trust where it has knowledge of the same and will assist the Trust and co-operate with the Trust in resolving and taking any action necessary or where permitted to do so by the Trust act on behalf of the Trust in Legal Enforcement Matters where it is reasonably able to do so, provided that the Managing Agent shall not be liable for the outcome of such Legal Enforcement Matters.

- 3.6 The Managing Agent will comply with any future directions and instructions of the Trust PROVIDED those directions and instructions are reasonable, are communicated to the Managing Agent and are in accordance with the Management Plan and the Five Year Budget.
- 3.7 The Managing Agent shall ensure that, at all times, it shall carry out its obligations under the Agreement in accordance with all applicable laws, regulations, codes of practice, decisions of regulatory authorities and professional rules and shall ensure that at all time during the term of the Agreement it has and maintains in place all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement.
- 3.8 The Managing Agent acknowledges and agrees that the Managing Agent shall contract in the Managing Agent's own name, as principal at law, (and not on behalf of the Trust) directly with all third party suppliers that are appointed to provide the Services necessary for the performance of the Managing Agent's obligations under this Agreement. In no circumstances shall the Managing Agent hold itself out as being the agent of the Trust and the Managing Agent shall not have any right or authority to act on behalf of the Trust nor to bind the Trust by contract or otherwise unless expressly agreed by the Trust in writing in advance.

4 OBLIGATIONS OF THE TRUST

- 4.1 Subject to the provisions of clause 5, including the Trust's right to withhold payments that are subject to a bona fide dispute, the Trust will pay the Managing Agent on receipt of a proper invoice, the amounts agreed in accordance with the Quarterly Report and as provided for in the Annual Budget.
- 4.2 The role and responsibilities of the Trust are as specified in Schedule 44.

5 FINANCIAL PROVISIONS

- 5.1 The Managing Agent will manage the Site:
- (a) in accordance with the Management Plan (as attached in Schedule 2);
 - (b) within the indicative Five Year Budget (agreed with the Trust and set out in Schedule 5); and
 - (c) within the Annual Budget.
- 5.2 The Managing Agent will submit a draft Annual Budget to the Trust, including detailed staff costs, not less than three months in advance of the commencement of each Financial Year. The final Annual Budget must be approved by the Trust within one

week of the commencement of the Financial Year. Individual staff costs must be agreed at the start of the Financial Year and cannot be increased during the year without the prior consent of the Trust. Any dispute relating to the agreement of the annual budget shall be determined in accordance with clause 14 of this Agreement.

- 5.3 Once the Annual Budget is approved and subject to clause 5.1 and 5.2 and 0, the Managing Agent will have responsibility for managing the Site(s) within this Annual Budget, and for appointing staff, contractors and consultants as appropriate in accordance with it (subject to any amendments thereto as may be agreed by the Trust during the Financial Year).
- 5.4 The parties acknowledge that it may be financially beneficial for the Managing Agent to enter into contracts for the procurement of the Services in relation to the Site which extend beyond the present Financial Year. Where the Managing Agent does propose to enter into such a contract then it must obtain the prior written approval of the Trust (such approval to be at the Trust's absolute discretion) as to the terms of that contract and must also ensure that the contract can be provided for within the indicative Five Year Budget. In the event the Managing Agent fails to obtain the approval from the Trust of any contract which extends beyond the present financial year then the Trust shall not be responsible for any losses incurred by the Managing Agent.
- 5.5 The Managing Agent will submit a completed Quarterly Report to the Trust within 15 calendar days of the Quarter Day in respect of the Quarter preceding each Quarter Day. The Managing Agent will supply supporting information as appropriate and reasonably required by the Trust, including a breakdown of staff costs based on agreed hourly / daily rates, copies of contractors' and other organisation's invoices, and receipts for other costs. The Managing Agent shall not be entitled add any charges to contractor, plant hire, material or other third party costs. Copies of all documentation relating to this Agreement and the Site(s) will be retained by the Managing Agent for a minimum of six years from the end of the Financial Year in which such documentation was created or longer if required by relevant statute. The Trust will review and approve the Quarterly Report with the Managing Agent within 21 days of its submission. Any dispute relating to the approval of the Quarterly Report shall be determined in accordance with clause 14 of this Agreement.
- 5.6 Upon approval of the Quarterly Report in accordance with clause 5.6 the Managing Agent will then submit an invoice to the Trust, in respect of the expenditure included in that Quarterly Report, unless expressly agreed otherwise. If the Managing Agent is registered for VAT then the invoice must be a VAT invoice.
- 5.7 Subject to clauses 5.8 and 5.9, the Trust will, having checked the invoice, pay the Managing Agent all invoiced sums within 30 days of receipt.
- 5.8 Should any invoice be the subject of a bona fide dispute between the parties, the Trust will within 10 Business Days of receipt of such invoice inform the Managing Agent in writing of the nature of the dispute. The Managing Agent will within 15 Business Days of receipt of such writing either:
- (a) issue a corrected invoice; or
 - (b) respond in writing explaining why the original invoice is correct and enclosing any further information in support of this.

- 5.9 For the purposes of ascertaining when payment is due, any invoices returned will be deemed to be received on the day that any corrected invoice given under clause 5.8(a) is received by the Trust and not the date that the incorrect invoice was received, provided that payment for any corrected invoice shall be made within 15 Business Days of receipt of corrected invoice. For the avoidance of doubt, where the Managing Agent's original invoice is correct and the Trust agrees this with the Managing Agent, the Trust shall pay the original invoice as soon as possible after receipt of satisfactory information in clause 5.8(b), and in any event within 15 Business Days of receipt of such information.
- 5.10 The Managing Agent and the Trust will work together in good faith to identify sources of Additional Income and shall agree a strategy for obtaining Grant Income within 6 months of the commencement of this Agreement.

Pursuant to clause 5.10, the Managing Agent shall then use its reasonable endeavours to realise Additional Income and/or Grant Income including (without limitation) in the case of Grant Funding making applications together with all necessary supporting documentation to relevant awarding bodies. The Trust will specify to the Managing Agent at the time of any applications what it wants to do with such income. No funding bids should be submitted relating to the Site without the Trust's written consent.

- 5.11 The Managing Agent shall compile and submit an annual report to the Trust in the format specified within 15 days of the end of each financial year.
- 5.12 If the Trust fails to pay any undisputed amount properly due and payable by it under the Agreement, the Managing Agent shall have the right to charge interest on the overdue amount at the rate of 2 per cent per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the date the amount became due up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that are subject to a bona fide dispute.
- 5.13 The Trust shall have the right to set off against and deduct from any and all amounts otherwise payable to Managing Agent pursuant to any of the provisions of this Agreement. Upon the exercise of such right of setoff, the Trust shall notify the Managing Agent in writing of the extent to which such right has been asserted.
- 5.14 The obligations contained in this clause will be repeated in relation to the Sites (if any).

6 REVIEW AND RENEWAL

- 6.1 For the duration of the Agreement, the Managing Agent and the Trust will meet once a year or more often if reasonably required by either party ("the Review Meetings") to discuss and monitor the delivery of the Management Plan and to identify and resolve any management issues.
- 6.2 In addition to the Review meetings, the parties will hold a meeting not less than six months before each fifth anniversary of the Commencement Date ("the Five Year Review") for the purposes of identifying issues which need to be reviewed and a timescale for agreeing a revised Management Plan and Five Year Budget including a new programme of priorities for Additional Income and Grant Income. Following the initial meeting the parties shall (where the parties agree it will be beneficial or if the Trust is obliged to do so) consult with users of the site, the wider community and/or other partners.

- 6.3 Both parties shall use reasonable endeavours to ensure that the new Management Plan and Five Year Budget are agreed no later than one month before the fifth anniversary of the Commencement Date. In the event that there is a dispute as to the contents of the Management Plan and/or Five Year Budget then any such dispute shall be resolved in accordance with clause 14.
- 6.4 If the Trust wishes to extend its management arrangement with the Managing Agent beyond the current term of this Agreement then it will inform the Managing Agent of its intention and request a meeting no later than 6 months before the end of the Contract Period. The terms and conditions of the new management agreement will be materially the same as the existing terms unless otherwise agreed by the Trust and its Managing Agent. Both parties commit to using all reasonable endeavours to ensure that the new Management Plan and Five Year Budget are agreed no later than one month before the fifth anniversary of the Commencement Date.
- 6.5 Either party may submit a written request to amend the scope nature volume or execution of the Services or to the addition of Sites under this agreement, but no such request will come into effect until it has been agreed by both parties in writing.
- 6.6 If either party submits a written request in accordance with clause 6.5, such request will also contain a proper description of the amendment in order for the other party to confirm in writing if any amendments are needed to the Services or to the Annual Budget.
- 6.7 If the parties agree to the terms of the amendment, they will sign a memorandum of the change which will amend this agreement. If either party does not agree to any term of the memorandum of change then the other party may refer the disagreement to be dealt with in accordance with clause 14 of this Agreement.
- 6.8 Each party will bear its own costs in relation to the procedure set out in clause 6.5 and 6.6.

7 INDEMNITY

- 7.1 Subject to clause clauses 7.3 and 7.4, the Managing Agent will indemnify, keep indemnified and hold harmless the Trust in full and on demand against all liabilities, losses, demands, claims, damages, settlements, fines, costs and expenses (including all legal and other professional fees and expenses) howsoever arising that are incurred by, awarded against or paid by the Trust as a result of: (i) a breach of this Agreement by the Managing Agent, the Managing Agent Employees, its officers, contractors or agents or as a result of negligent acts or omissions; or (ii) wilful misconduct of the Managing Agent, the Managing Agent Employees, its officers, contractors or agents; or (iii) death or personal injury or damage to property caused by the Managing Agent, the Managing Agent Employees, its officers, contractors or agents; or (iv) any claim made by any third party that the Services, including any Materials or other deliverables, infringe the Intellectual Property Rights or any other rights of a third party save to the extent that the same is directly caused by or directly arises from the negligence or breach of contract by the Trust or its agents or its subcontractors.
- 7.2 Where the Managing Agent is liable to indemnify the Trust under clause 7.1, the Trust shall:

- (a) as soon as is reasonably practicable, give notice of any claim under clause 7.1 to the Managing Agent.
- (b) provide to the Managing Agent on request such information and assistance in relation to such claim as the Managing Agent may reasonably require, subject to the Managing Agent indemnifying the Trust against all costs reasonably incurred by it in the provision of such information or assistance; and
- (c) not make any settlement, compromise or prejudicial admission in relation to such claim without the prior consent of the Managing Agent (such consent not to be unreasonably withheld or delayed).

7.3 Nothing in this Agreement limits or excludes the liability of either party or its or their employees, officers, contractors or agents for:

- (a) death or personal injury resulting from its (or its officers, employees, agents) negligence;
- (b) fraud (including fraudulent misrepresentation) or for wilful misconduct or deliberate breach;
- (c) breach of terms implied as to title by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any liability of the Managing Agent under the indemnities at 7.1(ii) to 7.1(iv) or for breach of the Managing Agent's obligations at clauses 9, 11, 12 or 20; or
- (e) any liability to the extent that such liability cannot be limited or excluded as a matter of law.

7.4 The Managing Agent's total liability to the Trust under the indemnity given at clause 7.1 (i) is limited to the amount the Managing Agent has obtained in insurance cover in respect of certain aspects its own legal liability for individual claims and shall not exceed £5,000,000.00 per claim.

8 INSPECTION

8.1 The Managing Agent agrees to provide to the Trust with all information reasonably requested by the Trust within 28 days and to provide access to the Trust and its duly authorised representatives to the Site(s) and any premises on the Site(s).

8.2 The Trust shall have the right to inspect the Site(s) (at any time) and any premises on the Site(s) (on reasonable notice), and the Managing Agent shall make all necessary arrangements and provide all reasonable facilities and access for such inspection.

9 EMPLOYEES AND TUPE

Entry provisions and Existing Employees

9.1 The parties acknowledge and agree that TUPE applies to the Existing Employees and any Sub-Contractor Employees and that, under TUPE, the contracts of employment of the Existing Employees and any Sub-Contractor Employees shall be transferred to the Trust or any Incoming Contractor with effect from the Effective Date as if originally

made between the Trust and/or the Incoming Contractor and the Existing Employees or the Trust or any Incoming Contractor and any Sub-Contractor Employees.

9.2 The Trust shall indemnify the Managing Agent and any Sub-Contractor against any failure to meet all remuneration, benefits, entitlements and outgoings of the Existing Employees or the Sub-Contractor Employees and any person who is or will be employed or engaged by the Managing Agent or any Sub-Contractor in connection with the provision of the Services including without limitation all wages, holiday pay, bonuses, commissions, payments of PAYE, National Insurance contributions, pension contributions, termination costs and otherwise from and including the Effective Date including the reasonable costs, awards, expenses and liabilities (including reasonable legal fees) arising from any claims, demands and proceedings brought against the Managing Agent or a Sub-Contractor in connection with or as a consequence of:

- (a) the employment or termination of employment by the Trust of any of the Existing Employees or any Sub-Contractor Employees prior to the Effective Date; and
- (b) any proposed changes to terms and conditions of employment the Trust or its sub-contractor may consider making on or after the Effective Date; and
- (c) any claim that, in relation to any of the Existing Employees, there has been a failure by the Trust to comply with obligations under TUPE save where the failure is due to any failure by the Managing Agent or any Sub-Contractor to comply with TUPE Regulation 13(4); and
- (d) any claim by a person other than an Existing Employee or any Sub-Contractor Employee relating to those persons employment or termination in either case by the Trust after the Effective Date; and
- (e)

9.3 The Managing Agent shall indemnify the Trust and the Incumbent Contractor against any reasonable costs, awards, expenses and liabilities (including reasonable legal fees) arising from any claims, demands and proceedings brought against the Trust or the Incumbent Contractor in connection with:

- (a) any failure by the Managing Agent (or any Sub-Contractor) to comply with its obligations under TUPE; and
- (b) any claim by any of the Existing Employees arising out of any act or omission of the Managing Agent (or any Sub-Contractor) prior to or following the Commencement Date.

On Commencement

9.4 The Managing Agent shall from the Commencement Date perform and discharge all of the obligations of an employer in relation to the Existing Employees, including all obligations under sections 257 and 258 of the Pensions Act 2004 in relation to pension provision and shall procure that any Sub-Contractor do the same in relation to Sub-Contractor Employees.

- 9.5 The Managing Agent shall indemnify the Trust and the Incumbent Contractor against any reasonable costs, awards, expenses and liabilities (including reasonable legal fees) arising from any claims, demands and proceedings brought against the Trust or the Incumbent Contractor in connection with any failure by the Managing Agent (or any Sub-Contractor) to comply with its obligations under clause 9.4.

Termination and Exit Provisions

- 9.6 The Managing Agent shall, on request and, in any event, at least once per year, provide the Trust or any Incoming Contractor (if so requested by the Trust) with a list ("**List**") setting out full details of the Managing Agent Employees. The List shall be provided to the Trust by the Managing Agent within 7 calendar days of any such request and shall include full details of the Managing Agent Employees, the functions they perform (including details of the proportion of working time each spends in providing the Services (or any part thereof), including the management of the Site, details of their terms and conditions, age, length of service, current remuneration, benefits, notice, actual or threatened industrial disputes or other actual or potential employee claims by any Managing Agent Employee arising before the Termination Date and any other information relevant to their employment, to include all information required in accordance with Regulation 11 of TUPE. The Managing Agent shall notify the Trust and/or Incoming Contractor (as appropriate) as soon as reasonably practicable of any material changes to the information contained in the List.
- 9.7 The Managing Agent shall indemnify the Trust and any Incoming Contractor against any reasonable costs, awards, expenses (including reasonable legal fees) and liabilities which either of them may incur or suffer as a result of the List not being accurate, complete and/or up to date.
- 9.8 The Managing Agent shall not (and shall procure that any Sub-Contractor shall not) without the prior written consent of the Trust (such consent not to be unreasonably withheld or delayed):
- (a) during the six month period prior to the end of this Agreement; or
 - (b) after either party has given notice to terminate this Agreement or transfer (or propose to transfer) any part of the Services to an Incoming Contractor; or
 - (c) after the Trust has made a request pursuant to clause 9.6 above:
 - (i) vary, purport to vary, or promise to vary any term or condition of employment (including any benefit or payment on retirement or termination of employment) of any Managing Agent Employee business;
 - (ii) increase or decrease the number of Managing Agent Employees or increase or decrease the proportion of working time any Managing Agent Employee spends on performance of the Services (including the management of the Site(s));
 - (iii) transfer any Managing Agent Employee to the performance of any other work.

- 9.9 The Managing Agent shall permit, and shall procure that any Sub-Contractor shall permit, the Trust to use, or disclose the information set out in the List to any prospective tenderer or Incoming Contractor, for the sole purpose of seeking and/or securing alternative services provision including any tendering process, subject to the Trust complying with its obligations of confidentiality and not using the information for any purpose other than that for which it is provided, and any such prospective tenderer or Incoming Contractor undertaking to do the same.
- 9.10 The parties acknowledge that, notwithstanding the provisions of clause **Error! Reference source not found.**1 above, TUPE may apply on the Effective Date such that the contracts of employment between the Managing Agent or any Sub-Contractor and Managing Agent Employees shall have effect on and following the Effective Date as if originally made between the Trust or the Incoming Contractor (as the case may be) and the Managing Agent Employee (save to the extent that any such employee exercises their right to opt-out of the transfer pursuant to TUPE). If TUPE applies then the Managing Agent shall co-operate (and shall procure that any Sub-Contractor shall co-operate) in the transfer of those employees to the Trust and/or the Incoming Contractor (as the case may be) and the provisions of clauses 9.11 to 1.1 below shall apply.
- 9.11 The Managing Agent shall indemnify the Trust and/or any Incoming Contractor against any reasonable costs, awards, expenses and liabilities (including reasonable legal fees) arising from any claims, demands and proceedings brought against the Trust and/or any Incoming Contractor in connection with:
- (a) the employment or termination of employment, prior to the Effective Date, of any Managing Agent Employees; and
 - (b) any act or omission which occurred or is alleged to have occurred prior to the Effective Date in relation to any Managing Agent Employee; and
 - (c) any claim that, in relation to any Managing Agent Employee, there has been a failure to comply with obligations under TUPE save where the failure is due to any failure by the Trust or the Incoming Contractor to comply with its obligations under Regulation 13(4) of TUPE; and
 - (d) any benefits under any occupational pension arrangements applicable to the Managing Agent Employees, liability for which will or could transfer to the Trust or any Incoming Contractor as a result of the application of the judgments of the European Court of Justice cases of Beckmann v Dynamco Whichloe MacFarlane (Case C-164/00 [2002] IRLR 578) and Martin v South Bank University (Case C-4/0 [2004] IRLR 74) and/or that would or may fall outside of the exemption for occupational pension schemes under Regulation 10 of TUPE; and
 - (e) any claim by any person other than a Managing Agent Employee relating to that individual's employment or its termination on or before the Effective Date.
- 9.12 The Trust may in its discretion assign the benefit of any indemnities set out in this clause 9 to an Incoming Contractor.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property Rights in any materials created by the Managing Agent by or on the Managing Agent's behalf for the Trust, including any illustrations, documents, instructions, databases, drawings, information, designs, reports, budgets, models, samples or photographs ("**Materials**") will vest in the Trust on their creation. The Managing Agent assigns to the Trust all such rights (whether presently existing or to be created in the future) to the fullest extent to which the Managing Agent is able (and if moral rights exist, the Managing Agent waives such rights).
- 10.2 The Managing Agent agrees to execute all documents and to do any other things reasonably necessary to further assure the Trust's title to the Intellectual Property Rights in the Materials and to allow the Trust to enforce its rights in the Materials. Where the Managing Agent engages the assistance of third parties in preparing or producing the Materials for the Trust, the Managing Agent will notify the Trust, ensure at the outset that such third parties assign any such Intellectual Property Rights to the Trust (and if moral rights exist, waive such rights) and promptly provide the Trust with documentation evidencing such assignment and waiver.
- 10.3 All Intellectual Property Rights in any materials or other items supplied by the Trust to the Managing Agent or used by the Managing Agent in the supply of the Services shall at all times be and remain the exclusive property of the Trust and shall be held by the Managing Agent in safe custody at its own risk and shall be maintained and kept in good condition until returned to the Trust and shall not be disposed of other than in accordance with the Trust's written instructions, nor shall such items be used otherwise than as authorised by the Trust in writing.
- 10.4 The Managing Agent acknowledges that any rights granted by the Trust to use or exploit any of the Trust's Intellectual Property Rights will terminate immediately upon the termination of this Agreement for any reason. All goodwill in respect of the Trust's Intellectual Property Rights shall remain with the Trust at all times.

11 ANTI-BRIBERY AND CORRUPTION

- 11.1 Each party agrees that it shall comply with all applicable Anti-Bribery Laws.
- 11.2 Each party:
- (a) shall implement and have in place, at all times during the Contract Period, adequate policies and procedures designed to prevent them from engaging in any activity which would constitute an offence under Anti-Bribery Laws.
 - (b) warrants that, in connection with this Agreement, no improper financial or other advantage has been, will be or is agreed to be given to any person by or on behalf of that party.
 - (c) shall report to the other any alleged or suspected violation of this Clause 11 or any Anti-Bribery Laws as soon as reasonably practicable. Breach of this Clause 11 or of any Anti-Bribery Laws by a party is a material breach of this Agreement and, without prejudice to any other right, relief or remedy of the other party under this Agreement or law, entitles that party to terminate this Agreement immediately.

- (d) shall from time to time, at the reasonable request of the other party confirm in writing that it has complied with its obligations under this Clause 11 and shall provide any information reasonably requested by the other party in support of such compliance;
- (e) repay to the other party any loss sustained by the other party in consequence of any breach of this clause, whether or not this Agreement has been terminated.

12 DATA PROTECTION

- 12.1 Each party agrees that it may from time to time process Personal Data (as defined in the Data Protection Act 1998 the "**DPA**") on behalf of the other party and agrees to comply with the provisions of the DPA governing the use, storage or transmission of any such Personal Data and the Data Protection clauses at Schedule 9 and shall not do or permit anything to be done which might cause or otherwise result in breach of the same.

13 FORCE MAJEURE

- 13.1 Neither party will be liable to the other for any failure or delay in performance of this Agreement (other than an obligation to make any payment) if it is due to any event beyond the reasonable control of a party to this Agreement including, without limitation, acts of God, war, protests, fire, flood, storm, tempest and national emergencies and subject to clause 13.2 the party so delayed will be entitled to a reasonable extension of time for performing such obligations.
- 13.2 If the event of force majeure in question continues for more than three months either party may give notice in writing to the other to terminate this Agreement. The notice to terminate must specify the termination date, which must not be less than 15 days after the date on which the notice is given, and once such notice has been validly given, this Agreement will terminate on that termination date, subject to clause 16.
- 13.3 If at any time the Managing Agent claims an event of force majeure in respect of its obligations under this Agreement, the Trust shall be entitled to arrange for any other person to take over the management of the Site(s) for the period during which the Managing Agent is unable to perform its obligations under this Agreement due to the force majeure event, provided that the costs of such temporary management shall be borne by the Trust.

14 DETERMINATION OF DISPUTES

- 14.1 In the event of any dispute arising in relation to the subject matter of this Agreement then the parties shall endeavour to resolve the dispute on a good faith basis by such means as they consider reasonable.
- 14.2 In the event that the parties are unable to agree on the resolution of a dispute as set out in clause 14.1 within 15 Business Days of the dispute arising, then the parties agree to refer the dispute to determination by the respective Chief Executive Officers of the parties.
- 14.3 Should the respective Chief Executive Officers of the parties fail to determine or agree the dispute as set out in clause 14.2 within 15 Business Days of the dispute being

referred to them, then the parties shall refer the dispute to determination by an expert in accordance with this clause 14. The expert shall be agreed on by the parties or, if they fail to agree, to be decided on the application at any time by the party to the President for the time being of the Royal Institution of Chartered Surveyors.

- 14.4 The expert shall be entitled to conduct the matter in such manner as he shall decide and shall be entitled to seek such advice in reaching such determination as he thinks fit and both parties shall provide the expert with all necessary assistance which the expert or arbitrator requires to consider the dispute and shall supply to the expert all documentation and information relevant and material to the dispute.
- 14.5 All decisions of the expert shall be final and binding, save in the case of manifest error.
- 14.6 The expert shall in giving his decision, agreement, statement or opinion be acting as an expert and not an arbitrator and any provisions of law relating to arbitration, including the Arbitration Act 1996, shall not apply.
- 14.7 The fees of the expert (and any fees in respect of the nomination of any expert) shall be borne by the parties in a proportion that shall be determined by the expert having regard (amongst other things) to the conduct of the parties.
- 14.8 If any appointed expert declines at any stage to determine any dispute for any reason, either party shall be at liberty to commence court proceedings in relation to such dispute.

15 TERMINATION

- 15.1 This Agreement shall commence on the Commencement Date and, subject to the following provisions of clause 15, shall continue for the Contract Period. Either party shall be entitled, by giving not less than 6 months' written notices, to terminate this Agreement on any anniversary of the Commencement Date.
- 15.2 Either party may by written notice served on the other terminate this Agreement immediately if the other:
 - (a) is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the other party fails to remedy such breach within 30 days' service of a written notice from the party not in breach, specifying the breach and requiring it to be remedied provided any such notice is served within six months of the breach occurring or the party not in breach becoming aware of such breach, whichever occurs later;
 - (b) becomes Insolvent;
 - (c) has any distraint, execution or other process levied or enforced on any of its property;
 - (d) has a change in management and/or control that is unacceptable to the other party (acting reasonably);
 - (e) unreasonably withholds support to changes which may be necessitated in order to complete the requirements of the Agreement to budget or timetable or to accommodate changing Site conditions; or

- (f) has not, or will not, meet any of the technical, organisational or financial requirements within any of the timescales stated in this Agreement.
- 15.3 For the purpose of clause 15.2(a) a breach shall be considered capable of remedy if the party in breach can comply with the provisions in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).
- 15.4 In the event that:
- (a) it is necessary for the Trust or any other party to carry out Works on any part of the Site; or
 - (b) the Trust is required (pursuant to a lease or other instrument the Trust has entered into in respect of the Site(s) and which is legally binding on the Trust) to surrender its interest in any part of the Sites; or
- (such part of the Site being defined as "the Specific Site" for the purpose of this clause
- AND** such occurrence will substantially prevent performance of either party's obligations under this Agreement in relation to the Specific Site (or part of a Specific Site);
- THEN** the Trust may serve 3 months' written notice to either:
- (c) suspend this Agreement (where such an occurrence is of a temporary nature) in relation to the Specific Site for a period specified in such notice over and specifying the part of the site to which it relates; or
 - (d) terminate this Agreement (where the occurrence is of a permanent nature) in relation to the Specific Site, such notice specifying which part of the Site(s) it relates to.
- 15.5 Upon the expiry of any notice served pursuant to clause 15.4(c) then the Managing Agent shall not be obliged to perform its obligations under clauses 2 and 3 of this Agreement in relation to the Specific Site from the date when the suspension becomes effective (and if this Agreement is suspended) until the period of suspension specified in the notice has expired. The Managing Agent acknowledges that any suspension of the Managing Agent's obligation pursuant to this clause 15.5 may be as a result of works being carried out/access by a third party. Therefore it may not be possible for the Trust to accurately specify a period of any suspension and therefore the period of suspension in the notice shall be deemed as being indicative only and not binding. In this circumstance the Trust shall keep the Managing Agent informed as to any changes in the likely period of any suspension and if any suspension is for a lesser period than specified in the notice pursuant to clause 15.4(c) then the Trust shall give as much notice as is possible of the resumption of the terms of this Agreement in relation to the Specific Site.
- 15.6 In the event that one of the occurrences listed in clauses 15.4(b) to 15.4(c) occur in respect of the whole of the Site(s) then the Trust may serve the Managing Agent [six] months' written notice to terminate this Agreement and on the expiry of that notice this Agreement will terminate.

- 15.7 In the event that the Trust serves notice on the Managing Agent to suspend this Agreement or to terminate this Agreement in relation to the Specific Site(s) (or part of the Specific Site(s)) in accordance with clause 15.4, and following service of such notice the Managing Agent reasonably considers it will not be able to fulfil its obligations contained in this Agreement in respect of the whole of the Site(s) in an economic manner, then the Managing Agent can serve six months' written notice to terminate this Agreement on the Trust and upon the expiry of such notice this Agreement will terminate.
- 15.8 The rights to terminate this Agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 15.9 Upon the termination of this Agreement for any reason, subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.

16 CONSEQUENCES OF TERMINATION

- 16.1 In the event of termination for whatever reason, the Managing Agent agrees to cooperate with the Trust as far as it is reasonably able in handing over control of the Site to the Trust or its appointed agent.
- 16.2 Following termination of this Agreement, the Managing Agent shall be entitled to access the Site(s) as may be reasonably required by the Managing Agent for the purpose of removing property belonging to the Managing Agent located on the Site(s).
- 16.3 The termination of this Agreement for any reason will not affect the coming into force or the continuation in force of any of its provisions which expressly or by implication are intended to come into force or continue in force on or after the termination, including clauses 0, 7, 9 to 14, and 16 to 22.

17 NATURE OF AGREEMENT

17.1 Assignment

- (a) Neither party to this Agreement may assign the benefit or delegate the burden of this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.
- (b) Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the parties.

17.2 Entire Agreement

- (a) This Agreement contains all the terms which the parties have agreed in relation to the transactions provided for by this Agreement and neither of the parties have been induced to enter into this Agreement by a statement or promise which it does not contain. This shall not exclude any liability which a party would otherwise have to the other party in respect of any statement made fraudulently by that party prior to the date of this Agreement.

- (b) In the event that there is a conflict between the provisions of the main body of this Agreement and the Schedules to this Agreement, the former shall prevail.

17.3 Invalidity

If any provision of this Agreement is held by any court, tribunal or administrative body or authority of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect, then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Agreement which will remain in full force and effect.

17.4 Waiver

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any other right, power or remedy.

17.5 Variations

No variation of this Agreement shall be valid unless in writing signed by the parties.

18 NOTICES

- 18.1 Any demand, notice or communication must be in writing and may be given by hand or sent by first class pre-paid post and shall be deemed to have been duly served:

- (a) if delivered by hand, when left at the proper address for service;
- (b) if given or made by prepaid first class post, 48 hours after being posted (excluding Saturdays, Sundays and public holidays)

provided that, where in the case of delivery by hand, such delivery or transmission occurs either after 4.00 p.m. on a Business Day, or on a day other than a Business Day, service shall be deemed to occur at 9.00 a.m. on the next following Business Day (such times being local time at the address of the recipient).

- 18.2 Any demand, notice or communication shall be made in writing to the recipient at its registered office or its address stated in this Agreement (or such other address or facsimile number as may be notified in writing from time to time) and shall be marked

- (a) For the Managing Agent for the attention of the Legal Manager, Dover District Council, Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ];
- (b) For the Trust for the attention of the Director of Portfolio Management, the Land Trust, 7 Birchwood One, Dewhurst Road, Birchwood, Warrington, WA3 7GB.

19 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

20 DISCLOSURE

20.1 Each party undertakes to the other:

- (a) to keep confidential all Confidential Information;
- (b) not without the other party's prior written consent to disclose the Confidential Information in whole or in part to any other person save those of its directors, employees, agents or professional advisers involved in the implementation of this Agreement and provided in all cases that they have a need to know the same; and
- (c) to use the Confidential Information solely in connection with the exercise or enjoyment of rights and/or the performance of obligations under this Agreement and not otherwise for its own benefit or the benefit of any third party.

20.2 The provisions of clause 20.1 shall not apply to the whole or any part of the Confidential Information that can be shown by the receiving party to be:

- (a) disclosed as a requirement of law including disclosures required in order for the Trust to comply with its regulatory requirements under the Charities Act 2003;
- (b) known to the receiving party prior to the date of this Agreement otherwise than as a result of being obtained directly or indirectly from the party disclosing such Confidential Information;
- (c) obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach of a duty of confidence owed to the Disclosing Party by any reason; or
- (d) in the public domain in the form in which it is possessed by the disclosing party other than as a result of a breach of a duty of confidence owed to the disclosing party by any person.

20.3 Without prejudice to the generality of this clause 20, each party further undertakes to the other to make all relevant directors, employees, agents and professional advisers aware of the confidentiality of the Confidential Information pursuant to the provisions of this clause 20 and to use its reasonable endeavours to ensure compliance by its directors, employees, agents and professional advisers with the provisions of this clause 20.

20.4 Subject to clause 20.7 each party agrees to keep the terms of this Agreement confidential and no announcement concerning the transactions contemplated by this Agreement or any ancillary matter shall be made by either party without the prior approval of the other party

- 20.5 Neither party shall make use of or make any reference to the name of the other party or the customers of the other party for any advertisement, announcement, marketing or publicity without the prior written consent of that party.
- 20.6 The provisions of this clause 20 shall survive termination of this Agreement for any reason.
- 20.7 The Managing Agent acknowledges that the Trust may from time to time be required to disclose information including the details of this Agreement and of the Services provided under it to the Charity Commission and/or any other regulatory body. Both parties acknowledge that the Charity Commission and the Managing Agent are subject to the Freedom of Information Act 2000 and as such details of this Agreement may become public knowledge.

21 AUDITS

- 21.1 The Managing Agent shall hold all appropriate records and other documents relating to the provision of the Services in accordance with Good Industry Practice for the term of the Agreement and for a period of six years following the term of the Agreement and shall provide the Trust with such copies of them as the Trust reasonably requests from time to time.
- 21.2 The Managing Agent shall provide the Trust with such information as the Trust reasonably requests from time to time in connection with this Agreement and the Services (without prejudice to any other obligations that the Managing Agent may have to provide specific reports and information under this Agreement).
- 21.3 The Managing Agent shall allow the Trust and any auditors of or other advisors to the Trust to access any of the Managing Agent's systems, premises, personnel and relevant records as may be reasonably required in order to verify:
- (a) the accuracy of the Annual Budget, any other charges and cost or to identify suspected fraud; or
 - (b) that the Services are being provided in accordance with this Agreement; or
 - (c) that the Managing Agent's systems protect the integrity, operational availability, confidentiality and security of data including any of the Trust's Confidential Information.
- 21.4 The Trust shall provide at least 5 working days' notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no notice shall be required.
- 21.5 The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 21 except that the Managing Agent shall bear the costs of any audit where fraud has occurred or to which clause 21.6 applies.
- 21.6 If an audit identifies that the Trust has overpaid the Managing Agent, the Managing Agent shall pay to the Trust the amount overpaid within 14 days from the date of receipt of an invoice or notice from the Trust to do so.

22 ENGLISH LAW

The formation, construction, performance, validity and all aspects whatsoever of this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English Law and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts in relation to any dispute or difference arising in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**Schedule 1
Site(s) Plan(s)**

**Schedule 2
Management Plan**

Plan to be prepared by Managing Partner within 6 months of signing this agreement

Schedule 3
The Obligations/Undertakings Agreed by the Managing Agent

1 STAFFING

- 1.1 The Managing Agent will use appropriately trained, qualified and experienced staff in order to comply with its obligations under this Agreement and to manage the Site(s).
- 1.2 The Managing Agent will be responsible for ensuring that it can provide sufficient staff time to deliver the agreed Management Plan within the agreed Annual Budget and Five Year Budget.
- 1.3 The parties shall seek to agree how and who are to meet any additional costs incurred by the Managing Agent in the event that the Managing Agent must provide additional staff support to cover absence due to sickness, maternity and paternity leave, annual leave or training and neither party shall be responsible for those costs until and unless agreed by both parties which agreement will be agreed in writing signed by both parties. Any dispute arising from a request for additional funds to cover the costs at paragraph 1.3 above shall be determined in accordance with clause 14 of this agreement.

2 PUBLIC CONSULTATION AND COMMUNITY ENGAGEMENT

- 2.1 The Managing Agent will take responsibility for planning, and delivering an ongoing programme of guided walks, education visits, children's events and Green Angels at Fort Burgoyne to maximise delivery of Trust Charitable Objectives and aid the engagement of community with the Fort.
- 2.2 The Managing Agent will plan and manage volunteer tasks across the Site to support delivery of the site management plan
- 2.3 The Management Plan will set the broad strategy for community engagement. In addition, the Managing Agent will submit to the Trust a community engagement programme on an annual basis no later than 4 weeks in advance of the commencement of each Financial Year. It will report on community engagement activity within the Quarterly Report.
- 2.4 Support the Trust in undertaking of community consultation events relating to the Site(s) through staff and co-ordination of volunteers to aid site access

3 SITE MANAGEMENT

- 3.1 The Managing Agent must undertake all on site management required to maintain the Site(s) in good condition and available for informal public access (temporary restrictions on access only being permitted for Health & Safety and other sound management reasons). This will include any and all requirements that are a condition of any planning or other formal agreement including any insurance policy relating to the Site(s) and of which the Managing Agent has been advised by the Trust. Specifically this must include:

- (a) assuming as manager of the Site(s) general liability and responsibility for the Site(s) and all activities undertaken on it, save that any liability resulting as a

consequence of the Site(s) being a Historic Monument Site(s) is specifically excluded and such liability will remain with the Trust except where such liability arises as a consequence of the acts, omissions or negligence of the Managing Agent and subject always to the provisions of clause 3.4 of this Agreement;

- (b) being liable for any physical hazard on the Site(s) including but not limited to those it has observed or been notified about, and will take remedial action as is considered necessary to make the Site(s) safe and fit for purpose;
- (c) managing any designated conservation or heritage Site(s) in accordance with a plan agreed with the appropriate responsible body;
- (d) managing the entire Site(s) in such a way that there is a presumption in favour of the local historic environment, ecology, ecological processes and timescales, where practical (and alternative approaches are only undertaken where these can be clearly demonstrated as delivering desirable outcomes).
- (e) Comply with all policies of the Trust in relation to the management of its sites

4 WORKING WITH OTHER ORGANISATIONS

4.1 The Managing Agent will identify and work with all appropriate bodies that can add value to the public benefits deliverable by the Site(s). As a rule this should be done in a manner that allows other organisations with specialist skills or knowledge to undertake specific work or actions, with the Managing Agent acting to co-ordinate and facilitate the work of others. Specifically where possible this should include:

- (a) assisting and encouraging individuals and groups within the local community to take a direct interest and involvement in the management of the Site(s). This may be on a voluntary or paid basis;
- (b) using the Site(s) and the activities undertaken on it to provide training and employment opportunities for local people, to benefit public health and to provide an educational resource;
- (c) giving preference to local people and locally-based organisations where possible in terms of involvement with or management of the Site(s).

5 GENERAL APPROACH

5.1 The Managing Agent will undertake all operations and activities in an open and co-operative manner, with both the Trust and other organisations and partners. This specifically includes:

- (a) keeping and making available to all who reasonably ask for it, all financial information on the cost of management and other activities on the Site(s);
- (b) assisting other organisations to gain from the experience of the Managing Agent;
- (c) trying new approaches, either directly or assisting others to do so, where there is the potential to increase the public benefits the Site(s) can offer;

- (d) operating in a manner that tries to achieve consensus between organisations and individuals; and
- (e) operating in accordance with the Freedom of Information Act (if applicable) and the GDPR legislation.

6 COMMUNICATIONS

- 6.1 The Managing Agent and the Trust will jointly promote the Site(s), the activities taking place on the Site(s) and their respective roles, agreeing details as required.
- 6.2 The Managing Agent will comply with the communications and marketing protocol for the Site
- 6.3 The Managing Agent will ensure that all signage (permanent & temporary) reflects the joint nature of management of the site and includes both parties logo's.
- 6.4 All staff which are normally associated with the site will have jointly branded clothing and the vehicles will also be jointly branded.

7 VARIATIONS

Any of the above conditions may be varied on a specific or general basis. Any variation must be agreed in writing by both the Trust and the Managing Agent.

Schedule 4
The Obligations of the Trust

1 BACKGROUND INFORMATION

The Trust will provide the Managing Agent with all relevant background information to enable it to manage the Site(s), including but not limited to details of any insurance policies relating to the Site(s) as amended from time to time, initial Site(s)' assessments, Site(s)' master plans and designs and details of restoration works, planning and other relevant conditions, title matters and budgets.

2 MANAGEMENT PLAN

The Trust will agree with the Managing Agent and any other organisations the timescale and processes for review of the Management Plan.

3 FINANCE

3.1 Once the Management Plan has been agreed the Trust will be required to:

- (a) Agree a format with the Managing Agent for the keeping of records of all income, expenditure and activities.
- (b) Pay all agreed Net Expenditure claimed by the Managing Agent within 30 days of receipt of satisfactory invoices and all requested supporting documents, subject to clause 5.8.
- (c) To assist the Managing Agent with any external examination or audit of records and accounts by any approved body.

3.2 The Trust will not be obliged to reimburse any unauthorised expenditure (being expenditure that has not been agreed to by the Trust in accordance with clause 5.1 to 5.4.

4 PUBLIC CONSULTATION

The Trust will assist and support the Managing Agent with public consultation and the answering of questions about the Trust and the Site(s), in a manner agreed with the Managing Agent.

5 SITE MANAGEMENT

5.1 The Trust will:

- (a) subject to the provisions of clause 3.4 of this Agreement, retain legal liability for the Site(s), save to the extent that any obligations are transferred to the Managing Agent under this Agreement. In particular, the Trust will be liable for all matters arising as a consequence of the Site(s) including (a) reclaimed brownfield site(s) and status as Scheduled Ancient Monument;
- (b) assist the Managing Agent to identify and work with all appropriate bodies that can add value to the public benefits deliverable by the Sites; and

- (c) work with and assist the Managing Agent and any other organisations to identify alternative sources of income to enable Site(s) enhancement, or higher standards of maintenance, or an increased number and range of activities to take place on the Site(s).

6 GENERAL APPROACH

6.1 The Trust will undertake all operations and activities in an open and co-operative manner, with both the Managing Agent and other organisations. This specifically includes:

- (a) assisting the Managing Agent to gain from the experience of the Trust (and other Managing Agents working on other sites within the Trust's portfolio);
- (b) trying new approaches, either directly or assisting others to do so, where there is the potential to increase the public benefits a Site(s) or the Trust can offer; and
- (c) operating in a manner that tries to achieve consensus between organisations and individuals.

7 COMMUNICATIONS

The Managing Agent and the Trust will jointly promote the Site(s), the activities taking place on the Site(s) and their respective roles, agreeing details as required.

8 VARIATIONS

Any of the above conditions may be varied on a specific or general basis. Any such variation must be agreed in writing by both the Trust and the Managing Agent.

Schedule 5
The Indicative Five Year Budget

Year	Annual Indicative Budget
2020/21	£118,792
2021/22	£122,356
2022/23	£126,026
2023/24	£129,807
2024/25	£133,701

**Schedule 6
Quarterly Report Template**

H&S Monitoring Plan

Monitoring Activity	Frequency	Lead by
Contract Performance Meetings (inc. H&S KPIs)	Quarterly	Client (TLT) – Portfolio Manager
H&S/Quality Monitoring Inspections (work in progress)	6 monthly	Client (TLT) – Portfolio Manager
Contract H&S Audit	Annual	Client (TLT) – Portfolio Manager/Caldiston Ltd
H&S Inspections (work in progress)	To agreed schedule for site zones	Managing Agent/Contractor

Suggested KPIs and Performance Reporting Plan

Proactive
Number of site health and safety inspections completed in the period/target.
Summary of health and safety audit/inspection findings and remedial action taken to improve health and safety.
Number of toolbox talks delivered in reporting period /target.
Summary of toolbox talk topics covered in reporting periods.
Overview of H&S and mandatory training compliance for reporting period.
Number of Permits to Work issued in reporting period.
Number of PPE checks completed in reporting period.
Number/type of RAMS and COSHH assessments completed or reviewed in reporting period.

Equipment maintenance/testing/inspections completed in reporting period (e.g. step ladders, cutters, ride on equipment).
Reactive
Number of accident and incidents reported in this period along with a summary report and lessons learned.
Number of near misses/safety interventions reported in this period and lessons learned.
Number of stop for safety events in the reporting period and summary report and lessons learned.
Details of any regulatory or enforcement action in reporting period.

Site inspection frequency with I-audit

Area	Use	Frequency	Covering	By who
Recreation Ground	Public Access	Fortnightly	Footpaths, signs, fencing, goalposts, waste, ASB etc	Grounds Contractor
Fort Burgoyne	Restricted Access	Quarterly	As per inspection form	WCCP
East Wing	Restricted	Monthly	Perimeter fence and signage check	WCCP
		6 Monthly	Interior	TLT & WCCP
West Wing	Under-construction –	Fortnightly	Footpaths, signs,	WCCP

	public access 2020		fencing, waste, ASB etc	
Coombe Hole	Grazing land – public access	Quarterly	Fences, ASB, gates, trees	WCCP

Quarterly reporting

	Actual Budget	1st Quarter Actual
Landscape Maintenance		
Anti Social (litter etc.)		
Community and Publicity		
Periodic Replacement	-	-
Staff Costs		
Other Agreed Costs		
Capital Works	-	-
Building & Facilities Management	-	-
Items funded via grants/income below	-	-
Site Utilities (LT)		
Insurance (LT)		
Expenses (LT)	-	-
LT Direct Costs (LT)	-	-
Total Expenditure	-	-

Fundraising and Grants

Please include any donations, gifts in kind, income from corporate volunteering activities (please show the value of these)

**All
other
Income**

Description
Agricultural tenant

Environment and Biodiversity

Use light grey cells for your own workings (e.g. tally up as you go along, but ju

	March Bas
Habitat Created / Improvement (hectares / no. of)	
Trees planted (no.)	
Amenity Grassland (ha)	
Other grassland (meadows / wildflower meadows (ha)	
Lakes and wetlands (ha)	
Rivers/ streams (metres)	
Scrub (ha)	
Woodland (ha)	
Hedgerows (metres)	
Homes for nature (no.)	
Other, please specify	
SUDS / flood storage created or improved (ha)	
Bioblitz / ecological surveys carried out (no.)	

Health and Wellbeing

Refer to guidance for whether an activity is moderate or vigorous exercise.

Refer to guidance tab for activities to support people with mental health rela

**Use the 'details of projects / activities' box to estimate the proportion of even
individuals**

Use the 'details of projects / activities' box to indicate the proportion of parti

--

Moderate health/physical related activities
Vigorous health/physical related activities
Activities to support people with mental health related issues
No. of health referrals
No. of new or improved health facilities

Education

**Note in the 'details of projects / activities' box any activities which support ch
For 'Adults (aged 16+) engaged at the site' - exclude young offenders and NE
rows**

Children (up to 16) using site - on a school visit
Children (up to 16) on organised activities (not with school)
Young offenders (16-24) engaged in activities

Young people (16-24) Not in Education, Employment or Training (NEETs)
Adults (aged 16+) engaged with site participating in skills/training
No. of new or improved outdoor education spaces

	Annual Target	1st C
No. of people working on the site		
No. of Green Angel participants	-	
No of trainees / apprentices working on-site		
Expenditure on local contractors (within approx 20 miles)		
No. of businesses operating on site		
No. of visitors to the site		
Approx no. of new homes / businesses built in surrounding area (800m)		

	Annual Target		1st
	Events	Individuals	Even
Event - Large scale community	-		
Event – Seasonal			
Regular sessions	-		

Volunteer sessions / no. of individuals	-		23
Off site activities	-		
		Hours	
Volunteers (hrs) - up to 24 years old		-	
Volunteers (hrs) - people aged 25-64		-	
Volunteers (hrs) - people aged 64+		-	
Volunteers (hrs) – corporate		-	
Community payback (hrs)		-	
		Number	
No. of new or improved play areas (e.g. informal / formal)		-	
No. of antisocial behaviour incidents			
No. of antisocial behaviour campaigns			
Number of unique individuals who have volunteered			

Key Performance Indicators

TO BE
AGREED
WITH TLT
PM
ANNUALLY

	Achieved 20
Community Cohesion	
Economy	
Education	
Environment	
Health	
Total KPI	

**Communications, PR and
Events**

	1st Quarter
No. of press releases	
No of Facebook posts	
Awards entered	

**Schedule 7
Accident Report Template**

Schedule 8

Existing Employees

Paul Sampson Fort Burgoyne Ranger 0.6 FTE

Schedule 9
Data Protection

SIGNED by [INSERT NAME])

Duly authorised to sign for and on behalf of)
THE LAND RESTORATION TRUST)

.....
Authorised Signatory

SIGNED for and on behalf of)
DOVER DISTRICT COUNCIL)
)

.....
Authorised Signatory

Fort Burgoyne Costs 2020

	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	
Partnership Officer (0.6 FTE)											DDC Grade H
Salary	£19,314	£19,893	£20,490	£21,105	£21,738	£22,390	£23,062	£23,754	£24,466	£25,200	
Superannuation and NI	£5,022	£5,172	£5,327	£5,487	£5,652	£5,821	£5,996	£6,176	£6,361	£6,552	
Employee insurance	£315	£324	£334	£344	£355	£365	£376	£387	£399	£411	
PPE/clothing	£205	£211	£217	£224	£231	£238	£245	£252	£260	£267	
Mobile phone	£123	£127	£130	£134	£138	£143	£147	£151	£156	£160	
Skyguard	£232	£239	£246	£254	£261	£269	£277	£285	£294	£303	
Training	£1,000	£1,030	£1,061	£1,093	£1,126	£1,159	£1,194	£1,230	£1,267	£1,305	
Mileage	£1,025	£1,056	£1,087	£1,120	£1,154	£1,188	£1,224	£1,261	£1,298	£1,337	
WCCP Central costs	£7,688	£7,919	£8,156	£8,401	£8,653	£8,912	£9,180	£9,455	£9,739	£10,031	
Sub total	£34,924	£35,971	£37,050	£38,162	£39,307	£40,486	£41,701	£42,952	£44,240	£45,567	
Ranger (Estates) (1 FTE)											DDC Grade J
Salary	£13,846	£14,262	£14,689	£15,130	£15,584	£16,052	£16,533	£17,029	£17,540	£18,066	
Superannuation and NI	£3,600	£3,708	£3,819	£3,934	£4,052	£4,173	£4,299	£4,428	£4,560	£4,697	
Employee insurance	£315	£324	£334	£344	£355	£365	£376	£387	£399	£411	
PPE/clothing	£205	£211	£217	£224	£231	£238	£245	£252	£260	£267	
Mobile phone	£423	£127	£131	£135	£139	£143	£147	£152	£156	£161	
Skyguard	£232	£239	£246	£254	£261	£269	£277	£285	£294	£303	
Training	£1,000	£1,030	£1,061	£1,093	£1,126	£1,159	£1,194	£1,230	£1,267	£1,305	
Mileage	£615	£633	£652	£672	£692	£713	£734	£756	£779	£802	
WCCP Central costs	£7,688	£7,918	£8,156	£8,401	£8,653	£8,912	£9,180	£9,455	£9,739	£10,031	
Sub total	£27,924	£28,453	£29,307	£30,186	£31,091	£32,024	£32,985	£33,974	£34,994	£36,043	
Ranger (Events) (0.5 FTE)											DDC Grade J
Salary	£11,539	£11,885	£12,242	£12,609	£12,987	£13,377	£13,778	£14,192	£14,617	£15,056	
Superannuation and NI	£3,000	£3,090	£3,183	£3,278	£3,377	£3,478	£3,582	£3,690	£3,800	£3,915	
Employee insurance	£315	£324	£334	£344	£355	£365	£376	£387	£399	£411	
PPE/clothing	£205	£211	£217	£224	£231	£238	£245	£252	£260	£267	
Mobile phone	£423	£127	£131	£135	£139	£143	£147	£152	£156	£161	
Skyguard	£232	£239	£246	£254	£261	£269	£277	£285	£294	£303	
Training	£1,000	£1,030	£1,061	£1,093	£1,126	£1,159	£1,194	£1,230	£1,267	£1,305	
Mileage	£513	£528	£544	£561	£577	£595	£613	£631	£650	£669	
WCCP Central costs	£6,407	£6,599	£6,797	£7,001	£7,211	£7,427	£7,650	£7,880	£8,116	£8,360	
Sub total	£23,634	£24,034	£24,756	£25,498	£26,263	£27,051	£27,863	£28,698	£29,559	£30,446	
Total	£86,482	£88,459	£91,113	£93,846	£96,661	£99,561	£102,548	£105,625	£108,793	£112,057	

Subject:	HOUSING STOCK COMPLIANCE
Meeting and Date:	Cabinet – 1 February 2021
Report of:	Roger Walton, Strategic Director (Operations and Commercial)
Portfolio Holder:	Councillor Derek Murphy, Portfolio Holder for Housing and Health
Decision Type:	Non-Key Decision
Classification:	Unrestricted

Purpose of the report: To update Cabinet on the current position in relation to the compliance status of the Council's housing stock.

Recommendation: 1. That Cabinet notes the contents of this report which relates to statutory Health & Safety compliance matters associated with managing the housing stock, as well as the actions being taken to verify the accuracy of compliance data.

1. Summary

- 1.1 This is the fourth monthly compliance report since the housing service reverted to the direct control of Dover District Council from East Kent Housing on 1st October 2020. The report outlines: progress towards creating the requisite reliable compliance management and reporting framework; establishing accurate raw data; and reporting performance based on this verified data.
- 1.2 The report draws attention to the features and constraints of the reporting system in order that members have a deeper understanding of the significance of the data being reported. In particular, the reporting figures can only indicate performance at a specific moment in time. Compliance is dynamic because individual certificates expire, necessitating retesting and possibly remedial actions.
- 1.3 Considerable progress has been made in verifying the accuracy of the data and just one of the sixteen information streams still needs to be verified.
- 1.4 The verified performance data, accurate at 11th January 2021 shows, that in all but two of the categories the performance has improved and the drop in performance of these two categories is marginal. Appendix 1 gives details of the verification status and performance figures for each distinct area of compliance.

2. Introduction and Background

- 2.1 This is the fourth monthly compliance report since the housing service reverted to the direct control of Dover District Council from East Kent Housing. The first report was considered by cabinet on 9th November 2020 and stressed the importance of establishing a master data base, which for Dover District Council is the Strategic Asset Management (SAM) system, a module of the Northgate Housing System. The report also emphasised the importance of thorough interrogation of the base data in order to verify accuracy, a substantial piece of work.

- 2.2 This report outlines subsequent progress towards creating the requisite reliable compliance management and reporting framework, establishing accurate raw data and reporting performance based on this verified data.
- 2.3 Considerable progress has been made in verifying the accuracy of the data and just one of the sixteen information streams still needs to be verified. The verified data shows that in all but two of the categories the performance has improved and the drop in performance of these two categories is marginal.
- 3. Compliance Management and Reporting Framework.**
- 3.1 Work continues to refine the Compliancy Data Management and Data Storage Manual document which will be used by everyone delivering compliancy. The first draft was produced on 11th November. The manual translates the policies into a working document for officers that describes the scope of each compliance area, the data that needs to be collected for that particular compliance area, why this data is necessary, how and where the data is stored and the measures needed to verify the data. The act alone of writing the manual focusses minds on the processes and procedures involved and acts as a tool for uncovering and rectifying any weakness in the system.
- 3.2 A series of workshops for managers and lead officers for each of the main compliance areas took place in late December and early January. The workshops achieved the planned outcomes of equipping those running the service with the latest information so that they are fully conversant with new procedures and facilitating discussions about operational issues that can help shape the manual to cover all the practicalities on site.
- 3.3 The review of the policies drafted by Pennington Choices on behalf of the four Council's as part of the recovery plan is virtually complete. Any minor adjustments to the policies will be formally adopted by the Strategic Director (Operations and Commercial) in consultation with the Portfolio Holder for Housing and Health, under the delegated powers authorised by cabinet on 1st June 2020.
- 3.4 The Council received formal written confirmation from the Regulator for Social Housing on 11th January 2021 that its voluntary undertaking had been accepted. During the progress review meeting, held on 14th January, officers informed the regulator that lockdown three has seen a rise in the number tenants refusing access to contractors for the purposes of inspection and carrying out compliance remedial works. It was emphasised that the Council still intends to deliver in accordance with the Voluntary Undertaking but that a prolonged lockdown will most probably lead to some delays. This agreement underpins the recovery programme. Part of the undertaking concerns the requirement for the emerging systems to be exposed to independent audits, designed to ensure that past weaknesses and flaws have been eradicated and that there is a plan and programme to remediate legacy compliance issues. At the heart of the audit will be robust testing of compliance data management and the knowledge of those using that data
- 4. Establishing Accurate Raw Data**
- 4.1 The paramount importance of complete, accurate data in ensuring all properties are safe has been recognised by both members and officers. The considerable amount of work needed to regain control of the information is nearly complete and this is a pertinent opportunity to recognise the tenacity and sheer hard work of those officers given the task. It is important to note that the officers concerned have gone out of

their way to uncover discrepancies, inaccuracies and missing information in order to ensure that the data is robust, even if that created additional detective work and rectification actions. Just one information stream still needs to be fully verified. Members understandably wish to be in possession of performance data at the earliest opportunity but there are risks of individual appliances/properties being missed from the testing regimes if the drive to report performance takes precedence over establishing a comprehensive, accurate reporting regime.

- 4.2 The performance monitoring reports will contain entries for all areas of compliance but actual figures will continue to be reported only where the data has been verified. Elsewhere the returns will simply state 'data not verified'. This approach gives members the information they need to challenge progress with respect to the verification process as well as accurate performance figures on compliance areas where verification has been completed.

5. **Compliance Performance**

- 5.1 The compliance performance figures are attached at appendix 1. These figures relate to performance as at 4th January 2021. Of the 16 reporting streams, the data has been verified on 15 and performance is recorded in Appendix 1
- 5.2 With respect to asbestos, the focus currently is establishing that the Council is fulfilling its obligations under the Control of Asbestos Regulations 2012, which stipulate that it has a duty to manage asbestos risks in designated areas. The nature of the work needed to bring all the assets into compliance is understood. This Work is currently being undertaken to resolve unanswered questions on 7 assets in order to confirm that these assets too are compliant. Since doubt remains, the assets have not been included in the 94% figure. The contract for the asbestos surveys included undertaking the work necessary to resolve any issues revealed by the survey.

6. **Identification of Options**

- 6.1 This report has been produced in response to the cabinet decision to seek regular updates with respect to the compliancy aspects of the housing maintenance service. Identification of options is thus not relevant

7. **Resource Implications**

- 7.1 This report appertains to the current compliance position hence there are no direct resource implications. Compliance is at the heart of the wider management of the service and the resources needed to manage compliance have been included with the housing asset team structure.

8. **Climate Change Implications**

- 8.1 The compliance report does not have an impact, either negative or positive, on climate change. Where actions are taken to improve compliance, these will be reviewed on a case by case basis with one of the goals being to reduce carbon emissions as much as is practically possible.

9. **Corporate Implications**

- 9.1 Comment from the Section 151 Officer: Accountancy have been consulted and have no further comments to add. (AC)

- 9.2 Comment from the Solicitor to the Council. “The Solicitor to the Council has been consulted in the preparation of this report and has no further comments to make”.
- 9.3 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/section/149> (KM)
- 9.4 Comment from the Climate Change & Energy Conservation Officer: “The Climate Change & Energy Conservation Officer has been consulted and has no further comments to add”. (AM)
10. **Appendices**
- Appendix 1 - Compliance Performance Table
11. **Background Papers**

Contact Officer: Martin Leggatt – Head of Assets and Building Control

Compliance Workstream	Total Stock / Blocks	Total incl Sub Block	Stock / Blocks Not Applicable	Stock / Blocks Applicable	Number Compliant	Current Number Non-Compliant	% Compliant 08/10/20	% Compliant 01/12/20	% Compliant 04/01/21	Direction of Travel
ASBESTOS										
Communal Management Surveys	259	329	230	99	99	0	Not Verified	100%	100%	
Re inspections up to date	259	329	230	99	94	5	Not Verified	94.00%	94.95%	Clarified number covered by Duty to Manage. New communal areas added where previous reports identified asbestos, added to PA Group's contract
Domestic Surveys	4314		44	4270	1552	2720	Not Verified	Not Verified	36.35%	Data now on SAM data base
ELECTRICAL SAFETY										
Communal areas with valid EICR	259		118	141	140	1	83%	94.20%	99.29%	1 missing Wellesley Terrace booked 14/01/21, confirmed no Electrical Installation Condition Report (EICR) required for 56-62 Beaufoy Terrace
Domestic properties with valid EICR	4314			4314	2201	2113	44%	47.82%	51.02%	Performance has improved as the figures now include EICRs that are not on Corgi, monitored on SAM data base
FIRE RISK ASSESSMENTS										
Fire Risk Assessments required	259	329	105	224	216	8	98%	98.70%	96.43%	Identified 2 King Street that needs an Fire Risk Assessment (FRA) as it has

Compliance Workstream	Total Stock / Blocks	Total incl Sub Block	Stock / Blocks Not Applicable	Stock / Blocks Applicable	Number Compliant	Current Number Non-Compliant	% Compliant 08/10/20	% Compliant 01/12/20	% Compliant 04/01/21	Direction of Travel
										a communal area. This has been booked for 5/02/21. Others expired order placed with DDS (contractor)
ALL FRA works arising				1887	1402	485	Not Verified	59.74%	74.30%	Data still includes some completed works by APL (contractor). Numbers being adjusted now each month reflecting new FRAs being carried out as existing ones expire, works required also adjusting which alters % completed
FRA works overdue still remaining pre October 2020				472	24	448				Individual works rating Severe 52, Moderate 312, Slight 102, None 6
FRA works overdue still remaining post October 2020				229	192	37				Individual works ratings Moderate 18, Slight 19
Current Risk Rating Substantial								49	49	5 FRAs do not have an overall risk rating, will require new FRAs. And King Street not yet done. Previous month included corporate properties now excluded
Current Risk Rating Moderate								171	165	

Compliance Workstream	Total Stock / Blocks	Total incl Sub Block	Stock / Blocks Not Applicable	Stock / Blocks Applicable	Number Compliant	Current Number Non-Compliant	% Compliant 08/10/20	% Compliant 01/12/20	% Compliant 04/01/21	Direction of Travel
Current Risk Rating Tolerable and Trivial								4	4	
FRA with no risk rating								5	6	
EMERGENCY LIGHTING										
Emergency Lighting valid tests	259	329	187	142	142	0	98%	97.92%	100.00%	PJC confirm St Barts included in paperwork for Hazelwood Meadow
SMOKE DETECTORS										
Properties with Smoke Detectors	4314						Not Verified	Not Verified	Not Verified	Still checking this Data, aim to be in a position to have data June 21
FIRE ALARMS										
Fire Alarms tested	259	329	212	117	116	1	100%	100.00%	99.15%	The following blocks have been referred to PJC (contractor) to check out as may have alarms Creighton Flats 1-8 Curzon Road Dane House 1-5 Herbert Street 2-6A Honfleur Road 1-11 Odds Queens Rise 25-31 Odds St Georges Crescent 22-28 St Giles Close 21-27 Odds Waiting for alarm to be handed over to PJC for Norman Tailyour house

Compliance Workstream	Total Stock / Blocks	Total incl Sub Block	Stock / Blocks Not Applicable	Stock / Blocks Applicable	Number Compliant	Current Number Non-Compliant	% Compliant 08/10/20	% Compliant 01/12/20	% Compliant 04/01/21	Direction of Travel
GAS SAFETY										
Communal boilers with valid LGSR				20	20	0	100%	100%	100%	Data has been verified
Domestic properties with an LGSR	4314		307	4007	4006	1	99.90%	99.97%	99.97%	1 property without Landlord Gas Safety Record (LGSR) where legal action has resulted in order to allow entry.
NON GAS Properties										
Heating Non LGSR Compliance	4314		4007	307	199	108	62%	64.17%	64.82%	Data has been verified and stock numbers adjusted to reflect those owned and not requiring an LGSR
LIFT INSTALLATIONS										
Communal passenger lifts	259	254		6 lifts (5 locations)	6	0	100%	100%	100%	Data on Crimson reports portal
Domestic (Stairlifts, Hoists, Through floor lifts)				99	44	55		40.40%	44.44%	Increased number with Lift Operations & Lifting Equipment Regulations (LOLER) and servicing reports, access issues with Covid and back log with contractors due to so many being added to contracts
LEGIONELLA										
Legionella Risk Assessments required	259	329	291	38	38	0	Not Verified	100%	100%	Data verified, 5-15 Jubilee Road being re assessed to clarify if checks are needed
Works arising*							Not Verified	Not Verified	249	

Compliance Workstream	Total Stock / Blocks	Total incl Sub Block	Stock / Blocks Not Applicable	Stock / Blocks Applicable	Number Compliant	Current Number Non-Compliant	% Compliant 08/10/20	% Compliant 01/12/20	% Compliant 04/01/21	Direction of Travel
Risk Rating High									59	Risk ratings based on individual works risk rating rather than the risk rating of the Risk Assessment overall
Risk Rating Medium									165	
Risk rating Low									25	
FIRE EXTINGUISHERS	259		250	9	9	0		88.89%	100.00%	All serviced but one due to be removed at Lancaster Hse as no longer required
PAT TESTING	259		252	7	7	0		100%	100%	All certificates on file, dates on Tracker Recall to PJC (contractor) re guest room at Eastry Court)

DOVER DISTRICT COUNCIL

NON-KEY DECISION

EXECUTIVE

CABINET – 1 FEBRUARY 2021

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 item of business on the grounds that it involves 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>	Reason
Future of Co-Innovation Centre (Former Co-op Store), Castle Street, Dover	3	Information relating to the financial or business affairs of any particular person (including the authority holding that information)