

## REPORT OF POLICY AND RESOURCES COMMITTEE

(Meeting held 18 April 2001)

### 8. **CORPORATE PLAN REVIEW 2001 – THE HEART OF THE FOREST (REPORT A) (MINUTE NO. 199)**

The Committee has considered a review of the Council's Corporate Plan, presented by the Leader and Advisory Cabinet. The draft Plan sets out the foundations on which it is built: cost, effective delivery of basic services and prudent stewardship of the public's monies; a commitment to being an organisation of excellence; a declaration of intent to work with partners, and with their informed consent take the lead in developing and delivering a community vision for the New Forest; and what the Cabinet wishes to achieve in terms of the new power to promote the economic, social and environmental wellbeing of the District. The Plan will concentrate on real outcomes, and wherever possible meaningful targets will be set so that performance can be monitored. It is hoped that the proposals will be developed and influenced by the views of the Council's employees, partners, and, most importantly, the people of the New Forest.

An initial response submitted to the Leader of the Council on behalf of the Liberal Democrat Group welcomed the fact that much of the Plan appeared to be based on the previous Corporate Plan "Crossing the Bridge", and suggested that: the Plan should set a direction up to 2003/4, rather than for a 5 year period up to 2005/6; that there should be further detail on consultation, and positive statements on promoting equal opportunity and diversity and working the partners; and some re-drafting should be considered to make the document even more user-friendly.

All comments on the Plan will be welcome. A wide consultation will be conducted during the year and the Plan will be reviewed towards the end of 2001/02 in the light of responses. The consultation will be conducted in parallel with the work with partners to develop a Community Strategy, and the Plan will be influenced by what emerges from the community planning process.

#### **RECOMMENDED:**

***That the Corporate Plan "The Heart of the Forest", attached at Appendix 1 to this report, be adopted as a basis for consultation during 2001/02.***

### 9. **FOOT AND MOUTH DISEASE – NATIONAL NON-DOMESTIC RATES AND EFFECT ON TOURISM (REPORTS B1 AND B2) (MINUTE NO. 200)**

The weekly all-agency meetings continue, and one was to be held during the afternoon of 18 April 2001. That meeting would discuss, among other things, the question of the phased opening of Forestry Commission car parks, taking into account the need to minimise the risk of disease and the needs of the tourism industry. Giving clear messages to the public remains a priority. The need to keep the Forest free of the disease is still a major concern and everyone, including local people, need to remain vigilant. However, towns and villages in the District are open, and steps are being initiated to bring back tourism. The trade over the Easter break was better than expected in the circumstances, and visitor attractions reported good attendance, although specialist businesses such as cycle hire were still badly affected.

A very successful forum was held on 11 April which over 100 representatives of the tourist industry attended, and a number of productive and realistic measures designed to rejuvenate tourism were discussed. Funding from the Council for a recovery plan will be supplemented by contributions from the local tourism industry.

The Director of Finance has been delegated the power to determine hardship applications for rate relief, in accordance with the existing policy framework.

**RECOMMENDED:**

- (a) That a supplementary estimate of £30,000 be approved, and offered to the New Forest Tourism/Council partnership to help fund an agreed recovery programme for tourism; and**
- (b) That a supplementary estimate of £12,500 for 2001/02 be approved for discretionary rate relief.**

**10. CRIME REDUCTION PROGRAMME: CLOSED CIRCUIT TELEVISION INITIATIVE ROUND 2 (REPORT C) (MINUTE NO. 201)**

The Council has been invited to submit final stage proposals for funding for the introduction of CCTV into Lymington, Totton and Ringwood Town Centres, and the Control Room at Appletree Court, Lyndhurst. Unfortunately, the parallel bid for funding to support CCTV in Hythe Village Centre and New Milton Town Centre was not successful.

The Council has now been invited to submit a final application, including final technical details and final financial profiles, as soon as practicable, and by 21 May 2001 at the latest. A significant amount of technical data has already been submitted and it is understood that all that will be required under this heading is clarification on a few issues.

Advertisements seeking expressions of interest from CCTV specialists have already been placed. Once final tendering information has been received, costs can be finalised. Subject to final tendering, projected costs are £1,150,000 capital and £240,000 revenue. Subject to the Home Office reviewing available funding, it is expected that the Council will receive approximately 85% of the capital costs. It is hoped that partners will provide matched funding on a 50/50 basis towards the remaining 15%. If funding proves insufficient, it was still possible for the Council to withdraw.

Many potential partners have expressed a willingness to provide a capital contribution in principle, and officers and the Crime and Disorder Portfolio Holder are working to turn these expressions of interest into firm commitments. Potential partners are aware of the tight timescales. Major retail outlets have pledged sums, and talks have already been held with the Chambers of Commerce in Ringwood and Lymington, and with Totton and Eling Town Council in the absence of a Chamber of Commerce in Totton. Potential partners are also aware of the ongoing revenue costs, and appear open to the suggestion that the Council should not bear all these costs alone. Further discussions with a view to working out a formula for revenue contributions from partners will take place.

A great deal of time and effort has gone into drawing up the bid, and all those involved are to be congratulated. The Committee is assured of an equal commitment when any future opportunity arises to submit a further bid for funding for CCTV in Hythe and New Milton.

**11. PLANNED MAINTENANCE IMPROVEMENTS PROGRAMME AND ENVIRONMENTAL IMPROVEMENTS 2001/2002 (REPORT G) (MINUTE NO. 205)**

The Committee has considered a programme of individual improvement schemes for 2001/2002. The Council has already approved a budget of £5,252,000 for the Planned Maintenance Revenue Programme, £722,000 for Cyclical Maintenance, and £250,000 for the Capitalised Programme. The Major Repairs Allowance for the Council has been set by DETR at £558.17 per property, totalling £3,091,000. An additional contribution of £2,161,000 has been made to ensure that previously identified backlogs of work can also be tackled commencing in 2001/2002. In the past work has been prioritised to ensure that the external fabric of buildings, and essential electrical, gas and water installations, were properly maintained. The backlog of work is therefore generally in the area of kitchen and bathroom modernisations, and low priority maintenance works.

The schemes listed in Appendices 2 and 3 to this report have been approved as the planned maintenance and improvements programme and environmental improvements programme for 2001/2002.

The approved spend for planned maintenance and improvements to the Council housing stock is reduced by £963,300. This allows for delays that will be incurred due to the recruitment process to obtain the additional resources necessary to carry out the additional work due to the new Major Repairs Allowance, and to allow the necessary design time for the more major internal improvements proposed. The proposals however increase the capital budget for car parking and environmental improvements from £250,000 to £500,000.

The budget for elderly persons' internal redecorations has been increased to £25,000, and the criteria for eligibility reduced from 80 to 75 years of age.

The major amendments to the approved budget referred to above need formal approval by Council.

**RECOMMENDED:**

- (a) *That the approved spend for planned maintenance and improvements to the Council housing stock be reduced by £963,300 to allow for delays that will be incurred due to the recruitment process in obtaining the additional resources necessary to carry out the additional work due to the new Major Repairs Allowance, and to allow the necessary design time for the more major internal improvements proposed; and***
- (b) *That the Capital Budget for car parking and environmental improvements be increased from £250,000 to £500,000.***

**12. STANDING ORDERS AS TO CONTRACTS (REPORT J) (MINUTE NO. 208)**

The Committee has considered proposed new Standing Orders as to Contracts. The proposals result from the first review of these Standing Orders for eleven years, and are designed to replace two previous sets of Orders, one of which related specifically to compulsory competitive tendering. The proposed Standing Orders are designed to allow for flexibility, and the need to recognise quality as well as price.

**RECOMMENDED:**

***That the revised Standing Orders as to Contracts, as attached at Appendix 4 to this report, be approved.***

**13. HAMPSHIRE PARKING STRATEGY AND STANDARDS 2001 (REPORT L)  
(MINUTE NO. 210)**

The Committee has considered its response to the consultation document 'Hampshire Parking Strategy and Standards 2001', which has been published by Hampshire County Council, Portsmouth City Council and Southampton City Council. The document proposes new standards for parking provision in association with development proposals, and it is expected that Hampshire County Council will request this Council to adopt their standards, subject to any modifications made, following the current consultation exercise. A further report will then be brought to members.

The proposals in the consultation document are driven by strategic traffic reduction objectives aimed at achieving countywide, national and international goals. Locally, the New Forest, Southampton and Coastal Towns Transport Strategies seek to reduce the rate of traffic growth by between one third and three quarters by 2020.

Members are concerned at the lower standards for residential parking provision suggested in the document, and in the interim by County Council officers when advising on individual planning applications at the Planning Development Control Committee. It is considered that attempting to reduce dependence on cars simply by reducing the amount of parking space in new residential developments, when alternative transport is not sufficient for people's needs, will not be effective and could lead to environmental problems. Members were informed that it is advisable to continue to work with the County Council and other District Councils to establish acceptable local standards for eventual inclusion in the Local Plan. It should be possible to achieve some degree of flexibility across the County.

The document gives each location in the County an "accessibility index" ranging from "low" to "high". Where there is no accessibility-related reduction, the full parking standards for the relevant type of development are to be applied. While some proposed standards are the same as at present, others are lower, in particular those for certain large commercial developments. The Committee considers that the definition of zones which determine the accessibility index of locations where development is proposed should be undertaken by the District Council as local planning authority through the medium of the local plan or supplementary planning guidance, and the County Council has been requested to make available appropriate advice and information to enable the accessibility indices to be determined on this basis.

The County Council is also to be advised of matters of concern to this Council, including:

considerable concerns about the environmental implications of not providing adequate and suitable space for parking of private cars;

a general statement accompanying the proposed standards that "average residential parking provision should not exceed 1.5 spaces per unit". It is considered that this adds nothing of practical value to the advice in PPG3 and should be deleted;

a statement that on-street parking should generally be discouraged in housing layouts. It is considered that this should be qualified to continue to allow the use of carefully designed laybys for visitor parking;

concern that every garage may be counted as equivalent to a parking space. It is generally accepted as common practice that many domestic garages are used to accommodate household items and are not available for cars. Consideration should be given to counting each garage as half a space or some other appropriate fraction.

The County Council is also being informed that this Council looks forward to having the opportunity in due course to consider the final version of the strategy and standards, for adoption and incorporation within the District Local Plan or supplementary planning guidance as appropriate.

**14. MEALS ON WHEELS (REPORT R) (MINUTE NO. 216)**

The Committee has considered the Council's response to Hampshire County Council's decision to set the price of meals on wheels at £2.30 a meal. This is an increase of 10 pence per meal (4.5%) on the price they charged in 2000/01, and an increase of 40 pence on the price charged by the District Council in the same year. Over past years, the trend had been for the County Council to increase the price of meals annually, and for the District Council to increase its subsidy levels to reduce the impact on customers. Historically, the County and District Councils have funded the net deficit of the meals on wheels service on a 50/50 basis. Currently, in the New Forest the split is 63/37 with additional subsidy being paid by the District Council. The District Council budget for 2001/02 assumed a 5 pence increase in the charge set by the County Council, which would all be passed on to the customer.

The price of meals on wheels in New Forest District is lower than in any other District Council area in Hampshire. Continuation of the service is considered important for welfare reasons, quite apart from providing a hot meal. In response to concerns about costs and targeting, the Committee was advised that the service is being reviewed in conjunction with the County Council under the Best Value process.

It was agreed that the price of a meal on wheels to New Forest District Council residents be increased by 3% to £1.95 for 2001/02, increasing the District Council's subsidy by £1,600 for the year. A supplementary estimate of £1,600 to meet the additional cost was approved.

**15. CONSULTATION ON NEW POLITICAL ARRANGEMENTS (REPORT S) (MINUTE NO. 217)**

The Committee has noted the consultation undertaken on new political arrangements for the Council, and the responses received.

The overall results show a clear majority in each sector in favour of a Leader/Cabinet model. Since the report to the Committee was prepared further replies from partner organisations were received. Ten favoured a Leader/Cabinet, three a Mayor/Cabinet, and one a Mayor/Council Manager. The total response rate from the centre spread in Forest News was 7.85%, of whom 77.63% favoured the Leader/Cabinet model.

**RECOMMENDED:**

***That this Council is satisfied that the Government's requirements with regard to consultation on the options for the new political structures have been met, and that a clear majority of those responding to the consultation on the options for new political structures favours the Leader/Cabinet option.***

**16. IMPLEMENTING NEW DECISION MAKING STRUCTURES – THE WAY FORWARD (REPORT T) (MINUTE NO. 218)**

The Committee has considered the way forward in implementing new decision making structures, following DETR's recent advice that they do not have all the necessary legislation in place at the present time. Modification Orders are required to ensure the provisions of the Local Government Act 2000 do not conflict with existing legislation, but these might not be made until June 2001 or later. Until these Orders are made, DETR are advising that Councils who implemented new executive arrangements do so at their own risk.

Members will be informed immediately when Modification Orders are made or when further news on their timing is available. Everything possible will be done to ensure a smooth transition to the new arrangements.

**RECOMMENDED:**

- (a) *That, having regard to the outcome of the consultation exercise, the Leader and Cabinet Model for executive decision making arrangements be implemented with effect from the day immediately after the necessary Modification Orders are in place enabling Councils to fully implement new executive arrangements;***
- (b) *That the Council's Constitution be likewise adopted from this date;***
- (c) *That the Policy and Resources Committee be disbanded from this said date;***
- (d) *That the Head of Legal and Democratic Services be authorised to submit on behalf of the Council, its proposals to the Secretary of State in line with the requirements of the legislation, Statutory Guidance and Directions; and***
- (e) *That between 22 May 2001 and the date when the Council can fully implement new executive arrangements, Advisory Cabinet and Policy and Resources Committee meet on the same day, enabling recommendations from Advisory Cabinet (which will meet in the morning) to be submitted to Policy and Resources Committee in the afternoon.***

[Subject to Council approving recommendation (e), the June 2001 Advisory Cabinet and Policy and Resources Committee meetings, originally set for 6 June 2001, are to be rescheduled to Monday 11 June due to expected elections on 7 June].

**17. AMENDMENTS TO COUNCIL'S CONSTITUTION (REPORT U) (MINUTE NO. 219)**

The Committee has considered a number of amendments to the Council's Constitution to ensure that it complies with the legislation and Government guidance, prior to the introduction of fully operational executive arrangements.

**RECOMMENDED:**

- (a) *That the following be included in the Constitution as a definition of "key decision" -***

***“Key decision - means a decision which is likely either:***

***i) to result in the Council incurring expenditure which is, or the making of savings which are, significant having regard to the Council's budget for the service or function to which the decision relates; or  
ii) to result in an outcome which will have an impact, for better or worse, on a significant number of people living or working in an area comprising two or more wards in the Council's area;  
or which, in the opinion of the decision-maker, is likely to be significant in terms of its effect on communities in a ward.***

***In determining whether i) above applies, expenditure or savings shall always be treated as significant if the sum exceeds £50,000, or 25% of the gross budget for the service, whichever is greater”;***

- (b) That the amendments shown in bold italics in Appendix 5 to this report, to clarify the procedures for taking urgent decisions which are outside policy and/or budget, be approved;***
- (c) That the amendments shown in bold italics in Appendix 6 to this report, to clarify the Executive decisions which are subject to call-in, be approved;***
- (d) That the minor amendments to Financial Regulations shown in bold italics in Appendix 7 to this report, to clarify the role of Portfolio Holders or Committee Chairmen in the approval by the Cabinet or Committees of virement of capital and revenue expenditure, be approved;***
- (e) That the minor and cosmetic amendments to paragraph 4.2 of the Constitution shown in bold italics in Appendix 8 to this report, be approved; and***
- (f) That the amendment to paragraph 4.21 shown in bold italics in Appendix 9 to this report, enabling the Chief Executive and Monitoring Officer to implement changes to the Constitution without recourse to full Council in the event that the Constitution is found not to be complying with the Local Government Act 2000 and any Regulations made under the Act, be approved.***

#### **18. DELEGATIONS TO PORTFOLIO HOLDERS (REPORT V) (MINUTE NO. 220)**

The Committee has considered a proposed scheme of delegations to Portfolio Holders, for implementation when the new executive arrangements come fully into operation.

##### ***RECOMMENDED:***

***That the Scheme of Delegations to Portfolio Holders, as set out in Appendix 10 to this report, and the amendment to the Cabinet's Terms of Reference as shown in bold italics in Appendix 11 to this report, be approved.***

**19. PROTOCOL FOR PUBLIC PARTICIPATION AT MEETINGS (REPORT W)  
(MINUTE NO. 221)**

The Committee has considered a Protocol for public participation at meetings, for inclusion in the Council's Constitution. The Protocol is based on guidelines already agreed by the Modernisation Working Party and the Committee. In nearly all respects, the Protocol reflects the rules of the existing scheme. The only new provisions are shown in paragraphs 3.2 and 3.3 of Appendix 12 attached. They empower the Chief Executive, in consultation with the Chairman of the appropriate body, to decide:

- a) special arrangements for public participation in cases of extraordinary public interest, where it is considered that the normal rules will not allow an adequate opportunity for public participation; or
- b) that public participation would be inappropriate or unnecessary in those rare circumstances where the public had had other formal opportunities to express their views (for example, when members are meeting to approving the Local Plan).

At present, decisions on the above are taken by Policy and Resources Committee, which will of course cease to exist as soon as the new political structures come fully into effect.

**RECOMMENDED:**

***That the Protocol for Public Participation at Meetings, attached as Appendix 12 to this report, be approved for inclusion in the Council's Constitution.***

**20. OPERATING PROCEDURES AND ARRANGEMENTS FOR THE INDUSTRIAL RELATIONS COMMITTEE (REPORT X) (MINUTE NO. 222)**

The Committee has considered revised arrangements for the operation of the Industrial Relations Committee. The arrangements were recommended by the Industrial Relations Committee at its meeting on 15 March 2001.

**RECOMMENDED:**

- (a) ***That the Committee continue to be called the Industrial Relations Committee;***
- (b) ***That the amendments to the terms of reference shown in bold italics in Appendix 13 to this report be approved; and***
- (c) ***That the operating procedures for the Committee, as set out in Appendix 14 to this report, be approved.***

**Councillor M J Kendal  
VICE-CHAIRMAN**

(PR180401)



# **APPENDIX 1**

## **CORPORATE PLAN REVIEW 2001**

### **THE HEART OF THE FOREST**

#### **1. OUR INTENT**

**1.1** *We want to restore Local Government to its rightful place at the centre of local life, identifying the needs of local people and finding ways of meeting them.*

1.2 We believe in the traditional virtues of local government. These are founded in the cost-effective delivery of basic services and the prudent stewardship of public money. Providing basic services well earns us the credibility and respect to do more.

1.3 For local government has never just been about routine administration of statutory functions. The best local government listens to local concerns, finds solutions and provides leadership to local communities.

1.4 So we welcome the new power given by the Local Government Act 2000 to do anything which promotes and improves the economic, environmental and social well-being of the area. This plan sets out how we intend to carry out this task.

#### **2.0 OLD YET EVER NEW**

2.1 The unique and high quality landscapes of the New Forest and north Solent Coast are internationally renowned and are what make the New Forest District so special. This superb environment contributes much to the quality of life here – many people choose to come to live or work in the District because of this. We are proud of this heritage and recognise its importance to the local economy. We will play a key role in its protection.

2.2 We also recognise that we cannot protect by denying change. The world is different at the beginning of a new millennium. We will not be afraid to innovate where there is a need. This is the way the Forest has adapted over the centuries.

- 2.3 The motto of the Council is “Old Yet Ever New”. This reflects the need to find a balance and not just between old and new, or between protection and innovation. It is a balance between a measure of economic growth and preservation of a unique environment. It is a balance between what we can do ourselves and what we can enable others to do. It is about the concerns of the affluent people of our District and the needs of those who are or feel excluded.
- 2.4 We will seek your views to help us get the balance right, to secure a sustainable future for us all.

### **3.0 AN ORGANISATION OF EXCELLENCE**

**3.1 *We cannot fulfill any of our aspirations for the people of the New Forest without a capable and efficient organisation. People will not trust us if we cannot deliver.***

- 3.2 Traditionally New Forest District Council has been regarded as a leader amongst Shire Districts. We are the second largest in terms of population. We are the only one to win two Beacon awards at the first attempt. Our achievements in many fields have been favourably reviewed at a regional and national level.
- 3.3 We want to build on this good basis to create and maintain an organisation of excellence. To do this we will:

#### **Develop our Employees**

The contribution of employees is vital to our success. We intend to build on our excellent track record for training and development and will work with employees to produce a People or Human Resource Strategy. We are committed to maintaining and improving the practices which are recognised in Investors in People status, and the values which underpin all we do.

#### **Manage our Finances**

We are concerned that excellence is not achieved at undue cost to the taxpayer. There is no contradiction. An excellent authority will manage its finances with prudence and forethought. We are introducing a new Financial Management system to provide for more flexible and robust planning and monitoring. We will align our corporate priorities with a medium term financial plan, which recognises very clearly what resources will be available and what we believe people are willing to pay.

#### **Secure real Best Value**

We strongly support the need for effective service delivery but have serious concerns about the amount of bureaucracy and central prescription involved in the Best Value regime. Here and elsewhere the process of Best Value has itself cost too much and affected our ability as members and officers to do our jobs. As our second Best Value Performance Plan indicates, we have begun to streamline the process. We intend to further refine this so that Best Value produces the real gains in efficiency of which it is capable.

#### **Foster Innovation in Service Delivery**

As our competition strategy sets out, we are not dogmatic about who delivers services. What matters is what works. We are pleased to have found that many of our services have proved through competition that they are best delivered in-house. We aim to build on the success of our Commercial Services section. We are exploring effective procurement arrangements to

improve on artificial client/contractor divisions. We are also looking at innovative partnering proposals with other organisations, including other councils.

#### **Promote Equal Opportunity and Diversity**

We are introducing robust equal opportunity policies and will ensure that they are properly monitored to avoid any discrimination either in recruitment practice or in service delivery. We recognise and will seek to maximise the benefits of diversity. We will do all we can to remove access difficulties and in particular work with those who have disabilities to understand and respond to their needs.

#### **Manage our Physical Assets**

We will develop our Asset Management Plan to ensure we get the most from the physical assets of the Council and do not hold property or land unnecessarily or wastefully. We will also ensure that we apply environmentally sustainable practices, eg on energy and water use, to our own operation as well as seeking sustainability in the District as a whole.

#### **Make Best Use of New Technology**

We have already agreed an e-governance strategy aimed at increasing the choice and efficiency with which the people of the New Forest can access our services. This includes applying new information and communication technology to our own working practices where we can show it will improve effectiveness.

## **4.0 WORKING WITH PUBLIC AND PARTNERS**

- 4.1 One of the biggest advantages of local government is that it is close to the people we serve. We understand however that we need to constantly strive to keep in touch with the people of the New Forest. To this end we will:

#### **Involve the Public**

We see the primary way of doing this being through your local councillor and the democratic process. We have taken steps to ensure that the new constitution of the District Council allows open access to all meetings and will continue to encourage public participation, not least at Cabinet meetings.

Individual non-executive councillors of all parties will play a vital role in working in their communities and feeding their views into the decision-making process, both by contributing to the development of policy and commenting on the proposals of the Cabinet.

The councillor role will be supplemented by a range of other consultative mechanisms including use of our Citizens Panel, surveys and public meetings.

#### **Develop a Community Strategy**

Our biggest task in terms of consulting with the public arises from our new duty to prepare a community strategy. We need to find out what you want for your local community. To this end we are looking to create a New Forest Alliance or Local Strategic Partnership with representatives of all the bodies who have an impact on life in the Forest.

Key partners will include the County Council and Town & Parish Councils. It will be important not to have competing community strategies at different levels of local government. We would look to work within a framework which

influences policy at a County level where appropriate, as well as working at a District level and at a locality level.

Given the unique shape of the New Forest and its pattern of settlement, there needs to be a locality or area focus to any community plan. We do not wish to set up separate new area arrangements here because vigorous Town and Parish Councils already exist. We will look to develop any new mechanisms necessary to support community planning in partnership with them.

One other locality development we see as promising is the work undertaken with our partners on Participatory Needs Assessments (PNAs) at Calshot, Martin, and most recently Pennington.

### **Work with Partners**

Our work on community planning will need to build on the partnerships already developed for Community Safety and Health purposes, and emerging links with the business community.

The New Forest area benefits from a large number of dedicated volunteers with a wide range of interests. This has been recognised and celebrated by the Council, and has been the theme of the Council Chairman's year. We will take steps to ensure the voluntary sector continues to have its say.

### **Deliver Real Benefits**

In developing a community plan, we are very keen to ensure that it does not become just another glossy publication or series of talking shops. We look to it influencing the action of all who take part. We recognise that our Corporate Plan and our priorities may need to change because of it.

### **Protect the Forest**

One great benefit of a genuine community approach will be to give a strong voice on major issues that affect the New Forest, such as the development of Dibden Bay, the National Park, flooding and traffic infrastructure. Where decisions are ours to take, we will make informed decisions for the benefit of both the present and future generations.

## 5.0 ECONOMIC WELL-BEING

- 5.1 Our vision is to facilitate a sustainable and growing economy for the New Forest that creates economic and employment opportunity whilst making use of the District's unique assets

### *Economic Strategy*

***When we were elected we stopped publication of an economic strategy so that we could take time to understand the needs of business and how these could best be accommodated within the rightfully rigorous protective policies for much of our area. At the same time as we are producing this Corporate Plan, we are also launching a new Economic Development Strategy with a clear vision for the way forward for the New Forest economy.***

Our Economic Development Strategy has been produced in close consultation with the business community. To ensure that local business continues to have a voice, we will work with others to establish a Business Forum.

### **Economy and Planning**

We will use Planning as a positive tool to help deliver and maintain a sustainable local economy. This will include:

- Safeguarding existing employment sites as well as working with partners to bring forward additional identified sites.
- Working with existing businesses to help them adapt and develop their premises to meet future needs.
- Helping to meet the challenges of the changing rural economy, both with farming generally and commoning specifically.
- Enhancing our town centres to maintain and improve their attractiveness and viability to assist their essential role as local community and commercial centres.

### **Tourism**

After a comprehensive review of this function, we have set out a way forward in the Tourism Service Improvement Plan. Through this we will support the balanced development of tourism utilising partnerships as appropriate. The action will generate business opportunities by increased visitor spend which benefits local communities and supports the cultural and environmental heritage of the area.

## 6.0 SOCIAL WELL-BEING

- 6.1 ***We will continue to strive to improve the quality of life of all residents of the New Forest of all ages and all backgrounds. Our priorities include:***

### **Crime and Disorder and Community Safety**

By making Crime and Disorder a portfolio for an individual Cabinet Member, we have signalled the importance we attach to our statutory duty in this area. We will, with partners, co-ordinate the production of a revised Community Safety Strategy by 2002. We will seek stronger community engagement in delivering real outcomes. CCTV provision will remain a priority. We will update our emergency plan arrangements and review road safety practice within the New Forest.

### **Health**

Health is a multi-agency issue, no longer confined to the NHS. Local Government has responsibilities under the Health Act and excellent relationships are being developed with the new Primary Care Trust (PCT). We see the creation of this body on the same boundaries as ourselves as a very exciting prospect. The local Health Improvement Plan will form the focus of our work to deliver tangible health gains for the people of the New Forest.

### **Young**

The Council is very active in working with young people and perceives the investment in their future as very important. We will work with schools, colleges and youth organisations in developing opportunities for young people, whilst continuing our work in helping to protect the very young. We wish to engage with young people in order that they may assist us in delivering these opportunities.

### **Older People**

Older people represent a high proportion of our communities than the national average. Most have invaluable skills and expertise to contribute to community life. We recognise that some are vulnerable and we stress the need for partnership work in meeting their needs. We will develop our work in Supporting People.

### **Social Inclusion**

Although perceived to be an affluent area the District does have areas of deprivation. We recognise that not everybody enjoys a full involvement in community life and the opportunities which exist. We will publish our strategy on social exclusion and consult on the delivery of our plan.

### **Housing**

The Council has been deemed a high performing Housing Authority over recent successive years. We will continue to maintain a high quality of stock and provide new homes for people in greatest need. Our development of the Tenants Compact will be our expression of intent to work closely with our tenants and further involve them in housing decisions.

### **Leisure/Arts and Culture**

We recognise the contribution of the Recreation Centres and Golf Centre, and are conducting a fundamental review to ensure that they are managed as effectively as possible. Our work with others on the community aspect of leisure will support wider aims in health, crime, young and older people.

New Leisure and Arts Plans should become the focal point for the needs of the community and delivery of these services by this Council and partners.

## **7.0 ENVIRONMENTAL WELL-BEING**

- 7.1 We will strive to preserve and enhance a high quality, clean and sustainable environment for the people who live and work in or visit the District.

### **Cleanliness**

The Council will work in partnership with local communities to assess the provision of environmental services to determine if they are meeting local needs. This will include: street cleansing, grounds maintenance, physical and environmental improvements, car parking (on-street and off-street as required) and the provision, maintenance and security of public conveniences. We believe people deserve clean streets and well kept facilities.

### **Waste**

The Council is committed to working in partnership with Councils in Hampshire to develop an integrated waste/resource management programme (known as Project Integra). The Council commits itself, alongside its partners, to recover/recycle up to 40% of household waste by 2005. We will also be considering the opportunities to promote the use of waste as a secondary raw material in production, thereby creating a local economic contribution to the community.

### **Flooding**

The severe weather conditions experienced during last winter have increased local concerns about flood risk. The Council will work with Town, Parish and Hampshire County Council and the Environment Agency to provide an emergency response and to help residents whose property is threatened by floods or who have been flooded.

### **Coast**

Parts of the District's coast are experiencing severe erosion. Working within the policy framework laid down by MAFF, the Council will undertake a comprehensive programme of monitoring and maintenance of the District's coast, and exercise its powers under the Coast Protection Act to protect the coastline from erosion where it is economically and environmentally justified.

### **Environment and Planning**

In the past 30 years the rate of growth and extent of change in the District has been significant. We support policies of restraint on development to meet wider regional needs, not only to protect our unique environment, but also, and equally importantly, to provide some capacity to meet local needs. Through the local plan review we will try to channel the development opportunities that can be created towards securing increased local employment and affordable housing for local people. We will also use our Planning powers to secure high standards.

We will ensure that new development is sustainable and resist inappropriate development.

### **Transport**

We will work with our partners to enhance transport availability and choices because good access to schools, jobs and all community facilities is a key ingredient for a healthy community and successful and sustainable local economy.

## **8.0 RESOURCES**

**8.1** *We take very seriously our duties as stewards of public money and will work hard to ensure that the Council's finances are soundly managed. We will prepare our future medium term strategies in the light of the priorities in this Corporate Plan. The speed at which we can fulfill the aspirations of this plan will inevitably be affected by the resources available.*

8.2 It is a matter of regret that opportunities to make the system of local government finance more accountable have not been taken. We are still far too dependent on central government decisions about the level of grant and the level of business rate, with the result that any change we make has a disproportionate effect on our local domestic taxpayers.

8.3 To counter this we have and will continue to seek opportunities for efficiency savings. We are also reviewing our charging policies. If we want to do more, we will seek to fund it by offsetting savings. If this is not possible we will explain clearly why we believe more resources are necessary.

## **9.0 THE HEART OF THE FOREST**

**9.1** *This plan sets out how we intend to work with the public and partners to place the Council at the heart of community life in the Forest over the years 2001/2 to 2004/5/*

9.2 We welcome all views on what we propose, and will produce a revised plan by the end of the year 2001/2 in the light of your views.

**For further information:  
Simon Hayes  
Leader of the New Forest District Council  
April 2001**





# **CORPORATE PLAN REVIEW 2001**

## **THE HEART OF THE FOREST**

### **1. OUR INTENT**

- 1.1 We want to restore Local Government to its rightful place at the centre of local life, identifying the needs of local people and finding ways of meeting them.
- 1.2 We believe in the traditional virtues of local government. These are founded in the cost-effective delivery of basic services and the prudent stewardship of public money. Providing basic services well earns us the credibility and respect to do more.
- 1.3 For local government has never just been about routine administration of statutory functions. The best local government listens to local concerns, finds solutions and provides leadership to local communities.
- 1.4 So we welcome the new power given by the Local Government Act 2000 to do anything which promotes and improves the economic, environmental and social well-being of the area. This plan sets out how we intend to carry out this task.

### **2.0 OLD YET EVER NEW**

- 2.1 The unique and high quality landscapes of the New Forest and north Solent Coast are internationally renowned and are what make the New Forest District so special. This superb environment contributes much to the quality of life here – many people choose to come to live or work in the District because of this. We are proud of this heritage and recognise its importance to the local economy. We will play a key role in its protection.
- 2.2 We also recognise that we cannot protect by denying change. The world is different at the beginning of a new millennium. We will not be afraid to innovate where there is a need. This is the way the Forest has adapted over the centuries.

- 2.3 The motto of the Council is “Old Yet Ever New”. This reflects the need to find a balance and not just between old and new, or between protection and innovation. It is a balance between a measure of economic growth and preservation of a unique environment. It is a balance between what we can do ourselves and what we can enable others to do. It is about the concerns of the affluent people of our District and the needs of those who are or feel excluded.
- 2.4 We will seek your views to help us get the balance right, to secure a sustainable future for us all.

### **3.0 AN ORGANISATION OF EXCELLENCE**

- 3.1 We cannot fulfill any of our aspirations for the people of the New Forest without a capable and efficient organisation. People will not trust us if we cannot deliver.
- 3.2 Traditionally New Forest District Council has been regarded as a leader amongst Shire Districts. We are the second largest in terms of population. We are the only one to win two Beacon awards at the first attempt. Our achievements in many fields have been favourably reviewed at a regional and national level.
- 3.3 We want to build on this good basis to create and maintain an organisation of excellence. To do this we will:

#### **Develop our Employees**

The contribution of employees is vital to our success. We intend to build on our excellent track record for training and development and will work with employees to produce a People or Human Resource Strategy. We are committed to maintaining and improving the practices which are recognised in Investors in People status, and the values which underpin all we do.

#### **Manage our Finances**

We are concerned that excellence is not achieved at undue cost to the taxpayer. There is no contradiction. An excellent authority will manage its finances with prudence and forethought. We are introducing a new Financial Management system to provide for more flexible and robust planning and monitoring. We will align our corporate priorities with a medium term financial plan, which recognises very clearly what resources will be available and what we believe people are willing to pay.

#### **Secure real Best Value**

We strongly support the need for effective service delivery but have serious concerns about the amount of bureaucracy and central prescription involved in the Best Value regime. Here and elsewhere the process of Best Value has itself cost too much and affected our ability as members and officers to do our jobs. As our second Best Value Performance Plan indicates, we have begun to streamline the process. We intend to further refine this so that Best Value produces the real gains in efficiency of which it is capable.

#### **Foster Innovation in Service Delivery**

As our competition strategy sets out, we are not dogmatic about who delivers services. What matters is what works. We are pleased to have

found that many of our services have proved through competition that they are best delivered in-house. We aim to build on the success of our Commercial Services section. We are exploring effective procurement arrangements to improve on artificial client/contractor divisions. We are also looking at innovative partnering proposals with other organisations, including other councils.

### **Promote Equal Opportunity and Diversity**

We are introducing robust equal opportunity policies and will ensure that they are properly monitored to avoid any discrimination either in recruitment practice or in service delivery. We recognise and will seek to maximise the benefits of diversity. We will do all we can to remove access difficulties and in particular work with those who have disabilities to understand and respond to their needs.

### **Manage our Physical Assets**

We will develop our Asset Management Plan to ensure we get the most from the physical assets of the Council and do not hold property or land unnecessarily or wastefully. We will also ensure that we apply environmentally sustainable practices, eg on energy and water use, to our own operation as well as seeking sustainability in the District as a whole.

### **Make Best Use of New Technology**

We have already agreed an e-governance strategy aimed at increasing the choice and efficiency with which the people of the New Forest can access our services. This includes applying new information and communication technology to our own working practices where we can show it will improve effectiveness.

## **4.0 WORKING WITH PUBLIC AND PARTNERS**

- 4.1 One of the biggest advantages of local government is that it is close to the people we serve. We understand however that we need to constantly strive to keep in touch with the people of the New Forest. To this end we will:

### **Involve the Public**

We see the primary way of doing this being through your local councillor and the democratic process. We have taken steps to ensure that the new constitution of the District Council allows open access to all meetings and will continue to encourage public participation, not least at Cabinet meetings.

Individual non-executive councillors of all parties will play a vital role in working in their communities and feeding their views into the decision-making process, both by contributing to the development of policy and commenting on the proposals of the Cabinet.

The councillor role will be supplemented by a range of other consultative mechanisms including use of our Citizens Panel, surveys and public meetings.

### **Develop a Community Strategy**

Our biggest task in terms of consulting with the public arises from our new duty to prepare a community strategy. We need to find out what you want for your local community. To this end we are looking to create a New

Forest Alliance or Local Strategic Partnership with representatives of all the bodies who have an impact on life in the Forest.

Key partners will include the County Council and Town & Parish Councils. It will be important not to have competing community strategies at different levels of local government. We would look to work within a framework which influences policy at a County level where appropriate, as well as working at a District level and at a locality level.

Given the unique shape of the New Forest and its pattern of settlement, there needs to be a locality or area focus to any community plan. We do not wish to set up separate new area arrangements here because vigorous Town and Parish Councils already exist. We will look to develop any new mechanisms necessary to support community planning in partnership with them.

One other locality development we see as promising is the work undertaken with our partners on Participatory Needs Assessments (PNAs) at Calshot, Martin, and most recently Pennington.

### **Work with Partners**

Our work on community planning will need to build on the partnerships already developed for Community Safety and Health purposes, and emerging links with the business community.

The New Forest area benefits from a large number of dedicated volunteers with a wide range of interests. This has been recognised and celebrated by the Council, and has been the theme of the Council Chairman's year. We will take steps to ensure the voluntary sector continues to have its say.

### **Deliver Real Benefits**

In developing a community plan, we are very keen to ensure that it does not become just another glossy publication or series of talking shops. We look to it influencing the action of all who take part. We recognise that our Corporate Plan and our priorities may need to change because of it.

### **Protect the Forest**

One great benefit of a genuine community approach will be to give a strong voice on major issues that affect the New Forest, such as the development of Dibden Bay, the National Park, flooding and traffic infrastructure. Where decisions are ours to take, we will make informed decisions for the benefit of both the present and future generations.

## **5.0 ECONOMIC WELL-BEING**

- 5.1 Our vision is to facilitate a sustainable and growing economy for the New Forest that creates economic and employment opportunity whilst making use of the District's unique assets

### **Economic Strategy**

When we were elected we stopped publication of an economic strategy so that we could take time to understand the needs of business and how these could best be accommodated within the rightfully rigorous protective policies for much of our area. At the same time as we are producing this Corporate Plan, we are also launching a new Economic Development Strategy with a clear vision for the way forward for the New Forest economy.

Our Economic Development Strategy has been produced in close consultation with the business community. To ensure that local business continues to have a voice, we will work with others to establish a Business Forum.

### **Economy and Planning**

We will use Planning as a positive tool to help deliver and maintain a sustainable local economy. This will include:

- Safeguarding existing employment sites as well as working with partners to bring forward additional identified sites.
- Working with existing businesses to help them adapt and develop their premises to meet future needs.
- Helping to meet the challenges of the changing rural economy, both with farming generally and commoning specifically.
- Enhancing our town centres to maintain and improve their attractiveness and viability to assist their essential role as local community and commercial centres.

### **Tourism**

After a comprehensive review of this function, we have set out a way forward in the Tourism Service Improvement Plan. Through this we will support the balanced development of tourism utilising partnerships as appropriate. The action will generate business opportunities by increased visitor spend which benefits local communities and supports the cultural and environmental heritage of the area.

## **6.0 SOCIAL WELL-BEING**

- 6.1 We will continue to strive to improve the quality of life of all residents of the New Forest of all ages and all backgrounds. Our priorities include:

### **Crime and Disorder and Community Safety**

By making Crime and Disorder a portfolio for an individual Cabinet Member, we have signalled the importance we attach to our statutory duty in this area. We will, with partners, co-ordinate the production of a revised Community Safety Strategy by 2002. We will seek stronger community engagement in delivering real outcomes. CCTV provision will remain a priority. We will update our emergency plan arrangements and review road safety practice within the New Forest.

### **Health**

Health is a multi-agency issue, no longer confined to the NHS. Local Government has responsibilities under the Health Act and excellent relationships are being developed with the new Primary Care Trust (PCT). We see the creation of this body on the same boundaries as ourselves as a very exciting prospect. The local Health Improvement Plan will form the focus of our work to deliver tangible health gains for the people of the New Forest.

### **Young**

The Council is very active in working with young people and perceives the investment in their future as very important. We will work with schools, colleges and youth organisations in developing opportunities for young people, whilst continuing our work in helping to protect the very young. We wish to engage with young people in order that they may assist us in delivering these opportunities.

### **Older People**

Older people represent a high proportion of our communities than the national average. Most have invaluable skills and expertise to contribute to community life. We recognise that some are vulnerable and we stress the need for partnership work in meeting their needs. We will develop our work in Supporting People.

### **Social Inclusion**

Although perceived to be an affluent area the District does have areas of deprivation. We recognise that not everybody enjoys a full involvement in community life and the opportunities which exist. We will publish our strategy on social exclusion and consult on the delivery of our plan.

### **Housing**

The Council has been deemed a high performing Housing Authority over recent successive years. We will continue to maintain a high quality of stock and provide new homes for people in greatest need. Our development of the Tenants Compact will be our expression of intent to work closely with our tenants and further involve them in housing decisions.

### **Leisure/Arts and Culture**

We recognise the contribution of the Recreation Centres and Golf Centre, and are conducting a fundamental review to ensure that they are managed as effectively as possible. Our work with others on the community aspect of leisure will support wider aims in health, crime, young and older people.

New Leisure and Arts Plans should become the focal point for the needs of the community and delivery of these services by this Council and partners.

## **7.0 ENVIRONMENTAL WELL-BEING**

- 7.1 We will strive to preserve and enhance a high quality, clean and sustainable environment for the people who live and work in or visit the District.

### **Cleanliness**

The Council will work in partnership with local communities to assess the provision of environmental services to determine if they are meeting local needs. This will include: street cleansing, grounds maintenance, physical and environmental improvements, car parking (on-street and off-street as required) and the provision, maintenance and security of public conveniences. We believe people deserve clean streets and well kept facilities.

### **Waste**

The Council is committed to working in partnership with Councils in Hampshire to develop an integrated waste/resource management programme (known as Project Integra). The Council commits itself, alongside its partners, to recover/recycle up to 40% of household waste by 2005. We will also be considering the opportunities to promote the use of waste as a secondary raw material in production, thereby creating a local economic contribution to the community.

### **Flooding**

The severe weather conditions experienced during last winter have increased local concerns about flood risk. The Council will work with Town, Parish and Hampshire County Council and the Environment Agency to provide an emergency response and to help residents whose property is threatened by floods or who have been flooded.

### **Coast**

Parts of the District's coast are experiencing severe erosion. Working within the policy framework laid down by MAFF, the Council will undertake a comprehensive programme of monitoring and maintenance of the District's coast, and exercise its powers under the Coast Protection Act to protect the coastline from erosion where it is economically and environmentally justified.

### **Environment and Planning**

In the past 30 years the rate of growth and extent of change in the District has been significant. We support policies of restraint on development to meet wider regional needs, not only to protect our unique environment, but also, and equally importantly, to provide some capacity to meet local needs. Through the local plan review we will try to channel the development opportunities that can be created towards securing increased local employment and affordable housing for local people. We will also use our Planning powers to secure high standards.



We will ensure that new development is sustainable and resist inappropriate development.

### **Transport**

We will work with our partners to enhance transport availability and choices because good access to schools, jobs and all community facilities is a key ingredient for a healthy community and successful and sustainable local economy.

## **8.0 RESOURCES**

- 8.1 We take very seriously our duties as stewards of public money and will work hard to ensure that the Council's finances are soundly managed. We will prepare our future medium term strategies in the light of the priorities in this Corporate Plan. The speed at which we can fulfill the aspirations of this plan will inevitably be affected by the resources available.
- 8.2 It is a matter of regret that opportunities to make the system of local government finance more accountable have not been taken. We are still far too dependent on central government decisions about the level of grant and the level of business rate, with the result that any change we make has a disproportionate effect on our local domestic taxpayers.
- 8.3 To counter this we have and will continue to seek opportunities for efficiency savings. We are also reviewing our charging policies. If we want to do more, we will seek to fund it by offsetting savings. If this is not possible we will explain clearly why we believe more resources are necessary.

## **9.0 THE HEART OF THE FOREST**

- 9.1 This plan sets out how we intend to work with the public and partners to place the Council at the heart of community life in the Forest over the years 2001/2 to 2004/5/
- 9.2 We welcome all views on what we propose, and will produce a revised plan by the end of the year 2001/2 in the light of your views.

**For further information:**

**Simon Hayes**

**Leader of the New Forest District Council**

**April 2001**

2001/2002 PLANNED MAINTENANCE BUDGET SUMMARY

1 PLANNED MAINTENANCE AND IMPROVEMENTS BUDGET

a) Planned Maintenance Programme

Heating Replacements	376,000
Electrical rewiring (inc smoke detectors)	337,000
Repointing/rendering	100,000
Low maintenance eaves	25,000
Roof renewal	365,000
Replacement Doors	548,000
Security Works	20,000
Sheltered Housing Works	407,000
To include refurbishment at Barfields (4th phase)	
Replacement windows	335,000
New central heating	70,000
Kitchen and bathroom modernisations	800,000
Refurbishments	520,000
Miscellaneous	385,700
To include Garage block improvements	
Asbestos removal	
Replacement fencing	
Energy efficiency schemes	

TOTAL PLANNED MAINTENANCE AND IMPROVEMENTS BUDGET 4,288,700

2 CYCLICAL MAINTENANCE

i) Servicing contracts		
a) Gas appliance servicing	330,000	
b) Fire alarm servicing	30,000	
c) Lift servicing	35,000	
d) Solid fuel servicing	10,000	
e) Portable Appliance Testing	3,000	
		408,000
ii) External decoration		202,000
iii) PVCu window servicing		50,000
iv) Internal decoration		
a) Sheltered housing	21,000	
b) Flats, communal areas	10,000	
c) OAP decorations	25,000	
d) Hostels	6,000	
		62,000

**TOTAL CYCLICAL MAINTENANCE BUDGET** **722,000**

**3 ENVIRONMENTAL IMPROVEMENTS BUDGET**

a) Estate improvements 250,000

b) Provision of individual  
hardstandings throughout  
the district 250,000

**TOTAL ENVIRONMENTAL IMPROVEMENTS BUDGET** **500,000**

**TOTAL EXPENDITURE PROPOSED ON PLANNED MAINTENANCE AND  
IMPROVEMENTS, CYCLICAL MAINTENANCE AND ENVIRONMENTAL  
IMPROVEMENTS WORKS**

**5.510.700**

## APPENDIX 3

### 2001/2002 PLANNED MAINTENANCE PROGRAMME

#### PLANNED MAINTENANCE AND IMPROVEMENTS PROJECTS

CATEGORY	PROPOSED SCHEMES	ESTIMATED VALUE
<b>HEATING REPLACEMENT (£376,000 BUDGET)</b>	Archgate (13), Rivers Reach (11), Lymington	£54,000
	Flushards (16), Lymington	£36,000
	Fernworthy, Longworthy, Hexworthy, Thornworthy (14) Dibden	£31,000
	Thornham Road (28), Ashley	£63,000
	Mountbatten Court (28), Cunningham Court (18), Town houses at New Milton Estate including Drake Close, Howe Close	£133,000
	Perrywood Road (5), Whitefield Road (15), Pondhead Close (2), Stockley Close (1), Watton Road (1), Holbury	£54,000
<b>SMOKE DETECTORS (£60,000 BUDGET)</b>	Servicing	£60,000
<b>ELECTRICAL REWIRE (£277,000 BUDGET)</b>	Inspect and test: Phase II - housing stock	£125,000
	Small contract to carry out work identified in Phase 1 as urgent	£25,000
	Thornhill Close (11), Blackfield	£12,000
	Efford Way (62), Pennington - upgrade electrics generally plus heating to flats	£75,000
	Limetree House, Lymington - rewire and upgrade electric heating	£40,000

<b>REPOINTING (£100,000)</b>	Queen Elizabeth Avenue, Lymington	£100,000
	Sweynes Lease, East Boldre	
	Auckland Avenue, Brockenhurst	
<b>LOW MAINTENANCE EAVES (£25,000 BUDGET)</b>	Garden Close, Lyndhurst	£23,000
	Burnt House Lane, Boldre	£2,000
<b>ROOF RENEWAL (£365,000 BUDGET)</b>	Deerleap Way - not bungalows - (7), Ipley Way (31), Adams Road (10), Ladycross Road (20), Hythe - 1957	£204,000
	Tithe Barn (34), Lymington - 1929	£102,000
	Calmore Road (12), 45 and 88 Players Crescent (missed off main contract), Totton, 3 Knightwood Road, 14 Ashford Crescent, Queens Close, Hythe	£51,000
	Tourlands Hostel, Lymington	£8,000
<b>REPLACEMENT DOORS (£548,000 BUDGET)</b>	Corbin Road (27), Pennington Oval (21), West Close (5), Mead Road (14), Meadow Road (14), Pound Road (25), Pennington	£106,000
	Ashby Road (10), Ashby Crescent (8), Andrew Close (rear only) (20), Haywards Close (rear only) (15), Calmore Road (12), Coblans Avenue (10), Fishers Road (4), Montgomery Avenue (12), Mountbatten Road (3), Tedder Way (18), Wingate Road (11), Water Lane (17), Bishops Close (15), Totton	£126,000

<b>REPLACEMENT DOORS cont'd</b>	Manor Road (15), Winchester Road (18), New Milton	£99,000
	Crete Cottages (12), Hythe	£12,000
	Tristan Close (50), Wilverley Place (35), Trenley Close (4), Whitefield Road (15), Faircross Close (7), Roewood Road (22), Roewood Close (5), Burbush Close (2), Beechwood Road (20), Bramble Close (11), Holbury	£177,000
	Pundle Green (22), Shepherds Close (6), Bartley Notherwood Ave, Lyndhurst	£28,000
<b>SECURITY WORKS (£20,000 BUDGET)</b>	Continuing to improve security to bungalows	£20,000
<b>EXTERNAL DECORATING £202,000 BUDGET)</b>	Approx 1,250 properties	£202,000
<b>OAP INTERNAL DECORATING (£25,000 BUDGET)</b>	Tenants taken in order from waiting list	£25,000
<b>SHELTERED HOUSING (£407,000 BUDGET)</b>	Improvements to emergency lighting to all schemes	£20,000
	Compton House - installation of passenger lift	£40,000
	Clarkes Close, Ringwood and Carlton House, Lymington - replacement of communal windows	£15,000
	Barfields Court, Lymington - refurbishment	£150,000
	Marryat Court, New Milton - replacement passenger lift	£40,000
	Willow Tree House, Lymington - balcony repairs	£5,000

**SHELTERED HOUSING  
cont'd**

Warden call systems at Ewart Court, Hythe, Clarkes Close, Ringwood and Clover Court, New Milton £35,000

Fire alarm/emergency lights to Clover Court and Ewart Court £10,000

Car park improvements to Corbin Court £20,000

Manor Close, Fordingbridge - kitchens and bathrooms £24,000

Carlton House and Limetree House, Lymington - kitchen and bathrooms £48,000

**MISCELLANEOUS  
(£385,700 BUDGET)**

Major garage refurbishment £100,000

Garage improvements £15,000

Replacement fencing £20,000

Energy Efficiency Schemes £10,000

Sheltered minor works £26,700

Asbestos removal £50,000

Septic tank replacement £10,000

Trafalgar House - improvements to laundry room/ground floor flooring/forecourt £10,000

North Milton Estate - improvements to PVCu windows £50,000

External insulation to 3 Beechwood Road and 5 Roewood Road £8,000

Newlands Close (15) replacement sheds £11,000

Installation of CO detectors £50,000

<b>MISCELLANEOUS(cont)</b> <b>(£385,700 BUDGET)</b>	Estate Roads, footpaths and drainage	£25,000
<b>NEW CENTRAL HEATING</b> <b>(£70,000 BUDGET)</b>	New heating installed to one off properties following request from tenant	£70,000
<b>WINDOWS</b> <b>(£335,000 BUDGET)</b>	Ewart Court, Hythe	£60,000
	Winfrid House, Totton	£61,000
	Church Lane (front elevation) (3), Pilley, Pages Lane (6), East Boldre, 1 Bailey Close New Milton(1)	£13,000
	Hurst Road (33), Linbrook Court (4), Ringwood	£70,000
	Burnt House Lane (8), Ringwood - all except timber houses	£18,000
	93, 103, 105, 111 Langdown Road, Hythe	£8,000
	Eastern Way (15), Solent Way (13), Northfield Road (24), Milford on Sea	£105,000
<b>KITCHEN AND BATHROOM MODERNISATIONS</b> <b>(£800,000 BUDGET)</b>	Ambleside (4), Lymington	£18,000
	Fishers Road (4), Wingate Road (11), Calmore Road (12), Water Lane (17), Totton	£182,000
	Ipley Way (31), Ladycross Road (20), Deerleap Way (7), Adams Road (10), Hythe	£276,000
	Corbin Road (27), West Close (5), Mead Road (14), Pennington Oval (21), Meadow Road (14), Pennington	£324,000



<b>EXTERNAL REFURBISHMENTS (£520,000 BUDGET)</b>	Maisonettes and flats at Efford Way, Pennington and Davis Field, New Milton	£520,000
----------------------------------------------------------	-----------------------------------------------------------------------------------	----------

#### **ENVIRONMENTAL IMPROVEMENTS**

<b>ESTATE IMPROVEMENTS (£250,000 BUDGET)</b>	Priority areas to be identified	£250,000
--------------------------------------------------	---------------------------------	----------

<b>HARDSTANDINGS (£250,000 BUDGET)</b>	Individual properties taken from the list in strict order from date of request	£250,000
--------------------------------------------	--------------------------------------------------------------------------------------	----------



# **NEW FOREST DISTRICT COUNCIL**

**STANDING ORDERS AS TO  
CONTRACTS**

**APRIL 2001  
STANDING ORDERS AS TO CONTRACTS**

<b>INDEX</b>		
<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE No</b>
1	INTRODUCTION	3 – 4
2	DEFINITIONS	5 – 6
3	GENERAL PRINCIPLES	7 – 16
4	TENDERING PROCEDURES	17 – 27
5	WORKING FOR / WITH EXTERNAL ORGANISATIONS	28 – 31
APPENDIX 1	EXCEPTIONS TO CENTRALISED PURCHASING	32
APPENDIX 2	COMPETITION POLICY	33 – 35
APPENDIX 3	CONTRACT CONTROL / NOTIFICATION	36
APPENDIX 4	CONTRACT PROCEDURES FLOWCHART AND GUIDANCE	37
APPENDIX 5	SIGNING / SEALING REQUEST FORM	38
APPENDIX 6	PERFORMANCE BOND	39 – 40
APPENDIX 7	APPOINTMENT OF CONSULTANTS	41 – 44
APPENDIX 8	AVOIDANCE OF RESTRICTIVE PRACTICES	45
APPENDIX 9	CONTRACT NOTIFICATION (PAYMENTS)	46
APPENDIX 10	FINAL ACCOUNT NOTIFICATION	47
APPENDIX 11	NOTIFICATION OF INVITATION TO TENDER	48
APPENDIX 12	TENDERING FLOWCHARTS	49 – 51
APPENDIX 13	CONTACT LIST OF KEY OFFICERS	52

**SECTION 1**  
**INTRODUCTION**

**1. INTRODUCTION**

- 1.1 These Standing Orders have been adopted by the Council to regulate the way in which matters relating to contracts are dealt with. Committees, The Cabinet, Portfolio Holders, Officers and external Consultants are required to comply with these Standing Orders at all times.
- 1.2 The purpose of these Standing Orders is to ensure that there are clear rules governing procedures for the awarding of contracts and that whilst satisfying the need to obtain value for money at all times the requirements for public accountability, control and probity are met.
- 1.3 These Standing Orders shall be read in conjunction with the Financial Regulations of the Council. Particular attention shall be paid to section 4 'Budgets and Financial Control'.
- 1.4 These Standing Orders shall apply to all purchases of any Works, Supplies or Services where the decision is taken to procure externally from the Council and shall also apply whether funded through the Council's own resources or from external funds. Such purchases are referred to as 'contracts' in these Standing Orders.
- 1.5 As a principle all procurement should be undertaken using the Council's own relevant in-house services. The service provider shall determine what resources are required and whether the service can be provided in-house. Services provided in-house will need to demonstrate the quality and competitiveness of the service in accordance with the principles of Best Value.
- 1.6 The Council has authorised the Purchasing Manager through the Director of Environment Services to enter into contracts for the supply of goods and services (subject to the exceptions detailed in Appendix 1). All orders for goods and services must therefore be placed using the centralised Purchasing Unit.
- 1.7 Similarly ICT Services are responsible for the acquisition of all I.T. related hardware, software and associated services. In-house services must therefore ensure that all such acquisitions are routed through ICT Services.
- 1.8 Print Services are the Council's specialist printing and graphic design section. All printing and graphics work must be referred to them in the first instance. If the print unit is unable to undertake the work within existing resources it will be their responsibility, in consultation with the internal client, to seek prices from alternative suppliers for the completion of the work in accordance with these Standing Orders. The Local Government Act 1999 Part 1 (Best Value) requires all services provided by the Council to demonstrate best value. All services will therefore need to consider the most appropriate way in which the service is provided. This will include looking at the best procurement method for each individual type of works, supply or service and shall be consistent with the Council's Competition Policy, attached at Appendix 2.

- 1.9 If in doubt, or in need of specialist advice, officers involved in the procurement of works, supplies or services shall consult with either the Contracts Manager located in Environment Services Directorate, the Purchasing Manager or Internal Audit.
- 1.10 Compliance with these Standing Orders will be monitored by the Internal Audit Section and the Contracts Manager. In order for compliance to be monitored, officers responsible for letting contracts shall submit a completed contract notification form (appendix 3) to the Contracts Manager after budgetary approval has been approved for the works, supplies or services, for all contracts in excess of £5,000.
- 1.11 The flow chart and guidance notes attached at appendix 4 have been prepared to identify the key stages in the contract process and to offer practical guidance to officers responsible for the award of work externally. Officers will be expected to follow recommended good practice and to liaise closely with the Contracts Manager if there are any areas of doubt or uncertainty.

## SECTION 2

### DEFINITIONS

#### **DEFINITIONS**

In these Standing Orders the following definitions shall apply;

Authority	District Council of the New Forest
Cabinet	The Portfolio-Holders with overall responsibility for the management of the Council's functions
CDM Regs	Construction (Design and Management) Regulations 1994
Chief Executive	Head of Paid Service
Committee	A meeting of any standing Committee or Sub-Committee of the Council
Contract	Any formal contract entered into between the Contractor and the Council and includes the documents incorporated therein and forming part thereof
Contractor	Any organisation external to the Council seeking to provide works, supplies or services
Contracts Manager	Nominated officer within the Environment Directorate responsible for providing contracting help and advice across the whole Council and for ensuring compliance with best practice, legislation and regulations
Director	Head of a Directorate
Member	An elected member of the Authority
Portfolio-Holder	Member of the Cabinet with responsibility for specific services or functions
Supervising Officer	Officer responsible for letting a contract and the ongoing management and supervision post contract award
Tender	An official written offer to an invitation that contains a written specification or a brief of works, services or supplies required and is provided in response to a tendering exercise. This normally involves the submission of an offer in a sealed envelope to a specified address by a specified time and date
TUPE	Transfer of Undertakings (Protection of Employment) Regulations 1998 (as amended)
Quotation	Any written offer requested either orally or in writing. A quotation may be the written confirmation of an earlier oral offer

Words denoting the masculine gender shall include the feminine gender and vice versa

**SECTION 3**  
**GENERAL PRINCIPLES**

**3. GENERAL PRINCIPLES**

**3.1 Compliance with and Suspension of Standing Orders**

- 3.1.1 Contracts made on behalf of the Authority for the supply of goods, materials and services or the execution of works shall comply with these Standing Orders, any relevant directive of the European Economic Community or UK statute and the Financial Regulations of the Authority.
- 3.1.2 An exception from any of the following Standing Orders may be made at the direction of the Chief Executive or a Director and every such exception by the Chief Executive or a Director shall be the subject of a written report to the next meeting of the Cabinet.
- 3.1.3 Subject to 3.1.4 below any or all of these Standing Orders may be suspended so far as regards any business at a meeting of the Council, where the suspension is moved.
- 3.1.4 Unless arising from the adoption of reports and recommendations of Committees and any subsequent resolutions, a motion to suspend any or all of these Standing Orders shall not be moved without notice pursuant to the Authority's Standing Orders as to Meetings and Proceedings unless there are present at least one quarter of the Members of the Council.

**3.2 Variation and Revocation of Standing Orders**

- 3.2.1 Any motion to vary or revoke these Standing Orders shall when proposed and seconded stand referred, without discussion, to the Cabinet of the Authority for consideration and report to the next Council meeting.

**3.3 Authority to Enter into a Contract / Budgetary Provision**

- 3.3.1 Before entering into a contract the Chief Executive or a relevant Director within whose Directorate the matter relates shall check that the Council has a legal authority to enter into such a contract (Local Government (Contracts) Act 1997). The Chief Executive or a Director shall also ensure that adequate budgetary provision exists for the work or services to be performed and for any ongoing annual expense of maintaining the same. Regard must be taken of the Council's Financial Regulations and the financial limits for entering into contract agreements as specified in the Code of Practice for Authorised Signatories.

- 3.3.2 Any proposal to enter into a contract that exceeds the limits set for the Chief Executive must be the subject of a written report to the Cabinet for formal approval.

#### **3.4 Contracts to be in Writing**

- 3.4.1 Every contract shall be in writing in any form that the Council's Head of Legal and Democratic Services or Officer designated by him / her may approve.
- 3.4.2 It shall be the responsibility of the Director concerned or an officer designated by him / her to ensure that the most appropriate form of contract is adopted. The interests of the Council must be protected in all contracts.
- 3.4.3 Contracts may only be signed by officers duly authorised in accordance with the Code of Practice for Authorised Signatories (Maintained by Internal Audit).
- 3.4.4 Contracts must be signed or sealed (as appropriate) prior to the commencement of works, supply or service.
- 3.4.5 All contracts whether being presented for signing or sealing must be accompanied by a Signing / Sealing Request Form (Appendix 5) which clearly identifies the authority under which the contract is being entered into.
- 3.4.6 Every Contract made under seal shall be stored in the Council's strong room at Appletree Court.
- 3.4.7 Where possible contracts shall be made under seal. This provides a 12 year limitation period for actions to be taken arising from breaches of obligations under the contract (Limitations Act 1980). Contracts under hand provide for a 6 year limitation period.

#### **3.5 Specification and Standards**

- 3.5.1 All tenders and contracts for the supply of goods, services or the execution of works shall be based on a specification.
- 3.5.2 Where in the opinion of the Director concerned a British Standard Specification, British Standard Code of Practice issued by the British Standards Institution, European International Standard or Public Authority Standard is appropriate, the contract shall require compliance therewith.
- 3.5.3 All tender documents must include a statement that the Council do not bind themselves to accept the lowest (or highest if appropriate) or any tender. The basis for tender evaluation should also be included in any tender documentation.
- 3.5.4 Tender documents must make reference to all appropriate insurance, risk management and health and safety issues (see 3.10).



- 3.5.5 Where the work or service to be tendered is currently being undertaken by employees of the Council the requirements of the Transfer of Undertakings (Protection of Employment) (TUPE) Regulations and associated legislation may apply. Advice from the Head of Personnel Services must be sought.
- 3.5.6 If advice is received that TUPE may apply, workforce information must be prepared and available on request to those organisations invited to tender, including details of any outstanding claims for personal accident or injury and any reported incidents within the last 3 years for those employees likely to transfer.
- 3.5.7 Where it is considered that TUPE may apply, tenderers must be requested to submit a detailed TUPE statement in a separate envelope at the same time as their tender submission (see 4.3.8 & 4.4.12).
- 3.5.8 Contracts shall require contractors to provide necessary workforce information at a specified time prior to the expiry of the contract so as to enable the Council or any subsequent contractor to assess the implications (if any) of the TUPE regulations.
- 3.5.9 Should there be a change in the legislative framework to enable the Council to only invite tenders from contractors who can demonstrate that they meet our minimum requirements for employment practices this will be adopted by the Council.

### **3.6 Liquidated Damages**

- 3.6.1 Where a contract is estimated to exceed £50,000 in value or amount and is for the execution of works it shall provide for liquidated damages. Any other contract may include provision for the payment of liquidated damages where in the supervising officers opinion it would be appropriate.
- 3.6.2 Requests for an exception from the requirement to provide for liquidated damages may be made to the Director of Finance. Evidence shall be provided by the supervising officer in support of any request and shall include an assessment of the relative risks involved in the particular contract.
- 3.6.3 Every other contract shall make provision enabling the Council to be recompensed in the event of default by the Contractor of any part of the contract.
- 3.6.4 The amount to be specified in any contract shall be determined in consultation with the Director of Finance. Any amount specified must be capable of substantiation and can only represent a genuine pre-estimate of any loss resulting from the failure to complete a contract on time. Examples of factors that may be considered in any calculation include:
- Provision of additional finance
  - Extended supervision
  - Provision of alternative accommodation
  - Loss of trading opportunity

- 3.6.5 Where completion of a contract is delayed beyond the contract period it shall be the duty of the Supervising Officer to notify the Director of Finance of the delay and any amounts to be deducted from future payments. The Director of Finance will make arrangements for the deduction to be made from the next appropriate contract payment.

### **3.7 Performance Bond**

- 3.7.1 Contracts in excess of £100,000 for the execution of works shall provide for a Performance Bond for the due performance of the contract where in the opinion of the Director of Finance there is a perceived risk in awarding the work or service to a Contractor. The value of any Performance Bond shall be set in consultation with the Director of Finance and shall normally equate to 10% of the contract sum. The Bond shall be in the standard form as set out in Appendix 6.
- 3.7.2 A Performance Bond may be required for contracts valued at less than £100,000 where a higher than normal level of risk exists due to the particular nature and circumstances of the contract. Supervising Officers shall undertake an assessment of the level of risk for all contracts prior to tendering for any works, supplies or services. Where it is considered necessary to ask for a bond the value shall be set in consultation with the Director of Finance.
- 3.7.3 Where the requirement to provide for a performance bond applies the Supervising Officer shall ensure that evidence is obtained that the bond is in place prior to the commencement of the contract. Where this is not achieved the Supervising Officer shall liaise with the Director of Finance who shall then determine what action to take.
- 3.7.4 Contracts for supplies or services shall ensure that delivery and performance of the contract is safeguarded by applying a regime of stage payments linked to key events and formal acceptance procedures throughout the contract period.

### **3.8 Assignment**

- 3.8.1 In every Contract a clause shall be inserted prohibiting the Contractor from transferring or sub-letting or assigning directly or indirectly to any person or persons whatever, any portion of that Contract without the written consent of the Council which may be authorised by any Director.

### **3.9 Cancellation of Contract in the event of Canvassing or Corrupt Practices**

- 3.9.1 In every written Contract a clause shall be inserted empowering the Council to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation if :-
- the Contractor shall, after submission of his tender for the contract, have canvassed any officer or Member in respect of such Contract and

- the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or foreborne to do any action in relation to the obtaining or execution of the Contract or any other Contract with the Authority, or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other Contract with the Authority, or if the like acts shall have been done by any person employed by him / her or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to any Contract with the Authority, the Contractor or any person employed by him / her or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

3.9.2 All Officers of the Council shall pay due attention to the Council's Codes of Conduct for Gifts and Hospitality and Financial and Personal Interests.

3.9.3 All Members of the Council shall pay due attention to the provisions of the Local Government Act 1972 as amended and the National Code of Local Government Conduct which govern the standards expected of Members when serving in public office.

### **3.10 Insurance and Risk Management**

- 3.10.1 Before entering into a Contract, whether it be a large engineering / building contract, a small service contract or partnership with another organisation, the supervising officer must consider the need for insurance cover and appropriate health and safety measures. Responsibilities must be clearly established prior to awarding a contract.
- 3.10.2 All contracts for the commissioning of construction works must comply with the requirements of the Construction (Design and Management) Regulations 1994 (CDM Regs).
- 3.10.3 All Contracts where the risk is perceived to be high or the contract is unusual in nature must be referred to the Council's Risk and Insurance Manager and the Council's Health and Safety Officer to ensure that the Council's interests are safeguarded in any contract documentation.
- 3.10.4 Before entering into a Contract the Director shall ensure that, in all appropriate cases, the Contractor has produced evidence of their ability to indemnify the Council against any claims for loss, injury, damage or other expense or claim that might arise out of the operation of the Contract to the satisfaction of the Council's Risk and Insurance Manager.
- 3.10.5 Such evidence would typically include copies of Public Liability certificates with a minimum level of indemnity of at least £5,000,000 for each and every claim and Employers Liability certificates with a minimum level of indemnity of a least £10,000,000.
- 3.10.6 Copies of all relevant insurance policies must be obtained by the supervising officer and retained on file for the duration of the contract. Where the renewal date of a policy falls within the contract period the supervising officer shall obtain a copy of the renewed policy.
- 3.10.7 Contractor's insurance policies must include an 'Indemnity to Principals' clause, thus safeguarding the Council (the principal) against any future claims from a third party for which the Contractor has responsibility.
- 3.10.8 In cases where the Contract includes the provision of professional advice the Director must ensure that the Contractor has arranged suitable professional indemnity insurance cover. The Director of Finance must be consulted in all cases.
- 3.10.9 The Director must ensure that the Contractor has the ability and has expressed a willingness to self fund any claims below any insurance policy excess and deal with such claims in a manner that will not reflect badly upon the Council.
- 3.10.10 The Director must also ensure that the Contractor has methods of working that will effectively identify, evaluate and control risks associated with the Contract so that the likelihood of claims arising against the Contractor and / or the Council are minimised. This should be established at tender selection / invitation stage.
- 3.10.11 Where the nature of the work or supply warrants it the Director shall

request to see the third party's Safety Policy and Safe Systems of Work. The policies must be reviewed in consultation with the Council's Health and Safety Officer.

3.10.12 It shall be a requirement of all contracts where Health and Safety legislation applies to contain the following contract conditions:

- A statement naming and providing qualification details of the responsible person for Health and Safety under the contract
- The right of the Council's Health and Safety Officer to have access to all of the Contractors Health and Safety information
- The ability to apply liquidated damages for any breach of Health and Safety regulations (in the form of recharging the cost of rectification) or for the determination of the contract in exceptional cases.

*Note* There may be occasions where the Council is supporting another organisation in an enabling capacity in the provision of a service or works and no formal contracts exist. As these types of projects are often one off occurrences and the focus is on outputs and outcomes, responsibility for insurance cover and health and safety often gets overlooked. It is therefore especially important that all parties involved in such arrangements are clear as to their roles and responsibilities. The Council's Risk and Insurance Manager and the Health and Safety officer must be consulted in all such cases.

### **3.11 Nominated Sub-Contractors and Nominated Suppliers**

3.11.1 Where a sub-contractor or supplier is to be nominated to a main contractor, the nomination shall be made:-

- i) in accordance with the financial limits and in compliance with section 4 of these Standing Orders, and
- ii) The terms of the invitation shall require an undertaking that if selected he will enter into a contract with the main contractor against his own obligations under the main contract in relation to the work or goods included in the sub-contract.

3.11.2 The Director concerned shall nominate to the main contractor the person whose tender or quotation is accepted.

### **3.12 Engagement of Consultants or Supervising Body**

3.12.1 It shall be a condition of the agreement to engage the services of any architect, engineer, surveyor, consultant or any other person (not being an Officer of this Council) who is to be responsible to the Council for the supervision of a contract on its behalf that in relation to the contract he shall :-

- ii) comply with these Standing Orders as though he were a

Director subject to his not having the powers of a Director under Standing Order 3.1,

- iii) At the request of the appropriate Director produce all records maintained by him / her in relation to the contract and will on completion of the contract transmit all such records to that Director, and,
- iv) Maintain adequate professional indemnity insurance to the satisfaction of the Council's Risk and Insurance Manager.

3.12.2 The appointment of any consultant must be undertaken in accordance with the Council's adopted procedure for the appointment of consultants attached at Appendix 7.

### **3.13 Avoidance of Restrictive Practices**

3.13.1 All organisations submitting tenders or applying for inclusion on any select tender list shall submit a signed declaration which must be sent with the tender documents to the effect that :-

- i) they will not communicate to any person other than the Authority the amount of any proposed tender
- ii) they will not adjust the amount of any proposed tender in accordance with any agreement or arrangement between them and any person other than the Authority
- v) they have not entered into any agreement or arrangement with any other person that they shall refrain from tendering or as to the amount of any tender to be submitted.

Pro-forma attached at Appendix 8.

3.13.2 The signed declaration must be returned by a stated deadline prior to the submission of the formal tender to the Director or his nominated representative.

### **3.14 Contract Value**

3.14.1 If the contract value is a sum other than a one off payment for specific works or services then the total value of the contract shall be calculated as the estimated annual sum payable multiplied by the life of the contract. Where the contract is for an indefinite period the period shall be assumed to be 4 years.

### **3.15 Register of Contracts**

3.15.1 Where stage payments are to be made under the terms of a contract, details of the contract shall be forwarded to the Council's Payment Section for entry into the Contracts Register (pro-forma attached at

Appendix 9).

3.15.2 Stage payments must be passed to the Payments Section for entry into the contracts register. Payments shall clearly state the contract, gross valuation of work completed, any monies subject to retention, the amount paid to date and the net payment. The payment must be authorised by an officer with the appropriate delegated authority.

3.15.3 This Register shall be updated and reviewed on a continual basis by the Council's Payments Section.

### **3.16 Final Accounts**

3.16.1 Prior to settlement in full of any completed contract, details of the final account sum and contract details shall be forwarded, on the pro forma enclosed at Appendix 10, to the Internal Audit Division who shall consider whether a formal Audit is required of the contract.

### **3.17 Disaggregation**

3.17.1 No attempt to avoid the requirements of these Standing Orders shall be allowed on the grounds that the price of one article is below the relevant limits when the order is for several articles of the same kind or from the same contractor, nor shall two or more orders be made out to keep the total sum below the relevant limits.

### **3.18 Payment**

- 3.18.1 Payment shall not be made for any supplies, services or works until the supervising officer is satisfied that either the supplies have been received or services and works supplied in accordance with the terms of the contract.
- 3.18.2 Any alternative payment arrangements must be approved in advance by the Director of Finance.
- 3.18.3 All contracts shall allow for the set-off of monies owed by the contractor from payments due.

### **3.19 Confidentiality**

- 3.19.1 All matters connected with tenders shall be treated as confidential and any information, discussions or correspondence entered into should be confined to only those employees who are directly concerned.

### **3.20 Standing Approved List of Contractors**

- 3.20.1 Standing Approved Lists of Contractors may be compiled and maintained by Directors in consultation with the Director of Finance or an officer designated by him / her after such technical and financial appraisals as are considered necessary have been undertaken.
- 3.20.2 Lists maintained must include details of categories and financial limits approved for all Contractors whose names are included on the list.
- 3.20.3 Standing Approved Lists must be reviewed at not more than three yearly intervals, except during the currency of a list a Director in consultation with the Director of Finance or an officer designated by him / her may add to or delete from a list those contractors as seem appropriate.
- 3.20.4 Directors shall agree a procedure for selecting contractors from any lists maintained in consultation with the Director of Finance or an officer designated by him / her.
- 3.20.5 In the first instance only those contractors formally approved on the NFCS Approved List of Contractors shall be invited to tender for work by NFCS. Selection of contractors from the approved list shall be in accordance with the designated selection procedure. Where there are insufficient contractors on the list the Supervising Officer may approach other known contractors for invitation to tender provided the technical and financial standing of the contractor has been approved. A written record shall be maintained to support any action taken. Where practicable, the Supervising Officer shall always invite more than one contractor to tender for work.
- 3.20.6 Close liaison shall be maintained between the officers responsible for



the maintenance of the Council's main Standing Approved List of Contractors and the NFCS Approved List of Contractors. Where a contractor is withdrawn from either list for performance, financial or any other reasons, consideration shall be made as to whether the contractor shall be retained on any other approved list.

**SECTION 4**  
**TENDERING PROCEDURES**

**4. TENDERING PROCEDURES**

**4.1 Exceptions**

4.1.1 Nothing in these Standing Orders shall require tenders to be invited if any of the following circumstances apply:

- i) The estimated value or amount of a proposed contract does not exceed £5,000. A Director may enter into such a contract on behalf of the Authority with any person he considers competent for the purpose and where he can demonstrate that value for money is being obtained. No one person in the case of such contracts shall be awarded contracts the aggregate value of which will exceed £50,000 in any one year.
- ii) The work to be executed or the goods or materials to be supplied constitute an extension of an existing contract provided the original contract was let following competitive tendering. Only one such extension of a contract may be made and in any case shall not exceed 50% of the original contract sum or £100,000 whichever is the lower.
- iii) A contract for the supply of a service is extended beyond the original contract period and it can clearly be demonstrated that best value is being achieved. All such cases shall be the subject of a written report to the Director of Finance.
- iv) The award of further work to an existing contractor is proposed where exceptional performance and value for money has been demonstrated on an existing contract. This extension shall only apply where the option has been provided for as a clause in the original contract. All such cases shall be the subject of a written report to the Cabinet. The addition of any extra work shall only be permitted for a maximum of 2 further years and shall be conditional on exceptional performance and value for money continuing to be delivered. The value of any extension shall not exceed the value of the original tender sum in any one of the subsequent years.

- v) In the case of contracts for the supply of goods, materials or professional services the goods, materials or professional services are proprietary articles or are sold only at fixed prices or are to be purchased or sold at public auction fairs or markets and no reasonable alternative is available.
- vi) The prices of the goods or materials are controlled by trade organisations or government order and no reasonable satisfactory alternative is available.
- vii) For other reasons there would be no genuine competition.
- viii) Tenders shall have been invited on behalf of a consortium or similar body, of which the Authority is a member in accordance with any method adopted by such body.
- ix) The work to be executed or goods or materials to be supplied is or are so urgent that tenders cannot be invited. For contracts up to the value of £10,000, the Supervising Officer shall obtain written approval from his / her Director. Formal Cabinet approval shall be obtained for any contracts valued in excess of £10,000.
- x) The Authority is to carry out works under the terms of Agency Agreements with other Authorities or bodies where the Standing Orders of the Principal Authority shall apply except where otherwise required.
- xi) The instruction of Counsel or specialist solicitors by the Head of Legal and Democratic Services in consultation with the appropriate Director of the service concerned. In each case the Head of Legal and Democratic Services shall demonstrate the appropriateness of the Counsel engaged in respect of both professional expertise and financial competitiveness.

#### **4.2 Contracts estimated to be £5,000 or less**

*(Flowchart at Appendix 12)*

- 4.2.1 For contracts valued at below £5,000 the Director concerned shall where possible obtain 3 written quotes, using contractors from any Standing Approved List if there is a relevant category, and proceed in a manner compatible with the efficient management of the service, having kept a record of the reason for so doing.

<b>4.3 Contracts estimated to be over £5,000 and less than £50,000 in value</b>
---------------------------------------------------------------------------------

*(Flowchart at Appendix 12)*

#### **Selection of tenderers**

- 4.3.1 Where the estimated value of a contract is between £5,000 and £50,000 then the Director concerned shall invite not less than 3 tenders.
- 4.3.2 If the type of work to be let is included as a category within the Standing Approved List of Contractors then the selection of tenderers shall comply with the procedure for that particular list.
- 4.3.3 In all other cases tenders shall be invited from suitably experienced organisations with the technical capacity to undertake the work, supply or service. A written record shall be maintained detailing how it was established which tenderers were willing and able to submit a tender and the criteria used to select tenderers.

#### **Receipt and Custody of Tenders**

- 4.3.4 Tenders shall be submitted in sealed envelopes endorsed 'Tender for .....' followed by the subject to which it relates and the closing date for return of the tender. Envelopes must not bear any distinguishing feature intended to indicate the identity of the tenderer other than such mark as may be made during the normal course of postage.
- 4.3.5 All tender envelopes must be addressed to the Head of Legal and Democratic Services at Appletree Court and shall be held by him / her, having been date stamped, until the appointed time of opening.
- 4.3.6 The time to be stated on all tenders for the receipt of the tender documents shall be 4.00pm.
- 4.3.7 The Supervising Officer shall prepare a list of tenderers for the Head of Legal and Democratic Service's use which shall clearly state which documents are to be returned as part of the tender (Appendix 11). This list shall be forwarded to the Head of Legal and Democratic Services at the same time as tender documents are dispatched to tenderers.

#### **Opening and Acceptance of Tenders**

- 4.3.8 Where tenderers have been asked to submit a TUPE statement in a separate envelope (see 3.5.7) then these envelopes must be opened and submissions assessed before proceeding to open the second envelopes. The advice of the Council's Head of Personnel shall be sought in all such cases.
- 4.3.9 Tenders shall be opened at the same time by the Head of Legal and Democratic Services or an officer designated by him / her and at least one other officer.
- 4.3.10 All opened tenders shall be numbered and signed by the Head of Legal and Democratic Services or an officer designated by him / her. A list of

tenders opened shall be made at the time of opening and shall be maintained for a period of 5 years. The list shall show the names of the tenderers, the tender sums, and be certified as a correct record of tenders received. A copy of the list shall be given to the Director responsible for letting the contract.

- 4.3.11 The Supervising Officer shall check tenders for arithmetic accuracy, reasonableness, sustainability and any other pre-determined criteria which are considered critical to the contract.
- 4.3.12 Only tenders that are within the approved estimate provision, are the lowest satisfactory tender if payment is to be made by the Authority or the highest satisfactory tender if payment is to be made to the Authority and have satisfied all other requirements of the tender submission (e.g. H&S / CDM Regs) may be accepted and the appropriate contract entered into. In all such cases a detailed record must be maintained of any other factors taken into consideration during the tender evaluation process.
- 4.3.13 Where the lowest monetary tender, where payment is to be made by the Authority and the highest monetary tender where payment is to be made to the Authority, is in consultation with the Director concerned and the Director of Finance or an officer designated by him / her determined not to be of financial advantage to the Authority then another tender may be accepted.
- 4.3.14 In awarding a Contract to a tenderer other than the lowest in monetary terms the awarding officer may have regard to quality. Where quality is used in the tender evaluation process the extent to which quality shall be used as a determining factor must be established, in consultation with the Director of Finance, and be written down before the date for return of tenders.
- 4.3.15 Tenderers shall be informed that the evaluation of tenders will take account of both price and quality.
- 4.3.16 In the event that the acceptable tender does not comply with 4.3.12 then the Director concerned, in consultation with the appropriate Portfolio Member, may negotiate with the tenderer on the basis of an amended design or specification.
- 4.3.17 In all cases of a tender other than the lowest being accepted (or highest where appropriate) a written report shall be made to the next meeting of the Cabinet.
- 4.3.18 The reason for tenders being unsuccessful shall be written down and maintained for the duration of the contract.

#### **4.4 Contracts over £50,000**

*(Flowchart at Appendix 12)*

##### **Selection of Tenderers**

- 4.4.1 Where the estimated value of a contract is in excess of £50,000 then

the Director concerned shall invite not less than 6 tenders.

- 4.4.2 If the type of work, supply or service to be let is included as a category within the Standing Approved List of Contractors then the selection of tenderers shall comply with the procedure for that particular list.
- 4.4.3 In all other cases advertisement of the contract shall be by way of public notice in one or more local newspapers inviting expressions of interest. Where appropriate, in addition to publication in a local newspaper, the contract shall be published in one or more journals circulating among such organisations as undertake such contracts inviting expressions of interest in the work / service, thus ensuring the best possible response from potential tenderers.
- 4.4.4 The requirements of the EC Services, Supplies and Works Directives must be observed where the contract value is estimated to exceed the relevant threshold. The thresholds are adjusted from time to time by the European Commission. Details of current threshold limits together with further detailed guidance and advice shall be sought from the Director of Finance or the Council's Purchasing Manager in this respect.
- 4.4.5 Tenders shall be invited from suitably experienced organisations with the technical and financial capacity to undertake the work / supply. Details of prospective tenderers must be passed to the Director of Finance in order that a financial appraisal can be undertaken.
- 4.4.6 A written record shall be maintained detailing why each organisation has been asked to submit a tender.
- 4.4.7 In rejecting any organisation from invitation to tender the reason for any such rejection shall be written down and maintained as a record by the Director concerned for the duration of the contract. Such person shall be notified of any rejection.

## **Receipt and Custody of Tenders**

- 4.4.8 Tenders shall be submitted in sealed envelopes endorsed 'Tender for .....' followed by the subject to which it relates and the closing date for return of the tender. Envelopes must not bear any distinguishing feature intended to indicate the identity of the tenderer other than such mark as may be made during the normal course of postage.
- 4.4.9 All tender envelopes must be addressed to the Head of Legal and Democratic Services at Appletree Court and shall be held by him / her, having been date stamped, until the appointed time of opening.
- 4.4.10 The time to be stated on all tenders for the receipt of the tender documents shall be 4.00pm.
- 4.4.11 The Supervising Officer shall prepare a list of tenderers for the Head of Legal and Democratic Service's use which shall clearly state which documents are to be returned as part of the tender (Appendix 11). This list shall be forwarded to the Head of Legal and Democratic Services at the same time as tender documents are dispatched to tenderers.

## **Opening and Acceptance of Tenders**

- 4.4.12 Where tenderers have been asked to submit a TUPE statement in a separate envelope (see 3.5.7) then these envelopes must be opened and submissions assessed before proceeding to open the second envelopes. The advice of the Council's Head of Personnel shall be sought in all such cases.
- 4.4.13 All tenders shall be opened at the same time by the Head of Legal and Democratic Services or an officer designated by him / her. Where the tender estimate is calculated to be £1m or above a Council Member shall be present at the opening of tenders.
- 4.4.14 All opened tenders shall be numbered and signed by the Head of Legal and Democratic Services or an officer designated by him / her. A list of tenders opened shall be made at the time of opening and shall be maintained for a period of 5 years. The list shall show the names of the tenderers, the tender sums, and be certified as a correct record of tenders received. A copy of the list shall be given to the Director responsible for letting the contract.
- 4.4.15 Where 2 or fewer priced tenders are returned the Supervising Officer shall consider whether effective competition has been achieved in consultation with the Director of Finance and a decision made as to whether the proposed work should be re-tendered
- 4.4.16 The Supervising Officer shall check tenders for arithmetic accuracy, reasonableness, sustainability and any other pre-determined criteria which are considered critical to the contract.
- 4.4.17 Only tenders that are within the approved estimate provision, are the lowest satisfactory tender if payment is to be made by the Authority or the highest satisfactory tender if payment is to be made to the Authority and have satisfied all other requirements of the tender submission (e.g. H&S / CDM Regs) may be accepted and the appropriate contract

entered into.

- 4.4.18 Where the lowest monetary tender where payment is to be made by the Authority and the highest monetary tender where payment is to be made to the Authority is, in consultation with the Director concerned and the Director of Finance or an officer designated by him / her, determined not to be of financial advantage to the Authority then another tender may be accepted. In all such cases a detailed record must be maintained of any other factors taken into consideration during the tender evaluation process.
- 4.4.19 In awarding a Contract to a tenderer other than the lowest in monetary terms the awarding officer may have regard to quality. Where quality is used in the tender evaluation process the extent to which quality shall be used as a determining factor must be established, in consultation with the Director of Finance, and be written down before the date for return of tenders.
- 4.4.20 Tenderers shall be informed that the evaluation of tenders will take account of both price and quality.
- 4.4.21 In all cases of a tender other than the lowest being accepted (or highest where appropriate) a written report shall be made to the next meeting of the Cabinet.
- 4.4.22 In the event that the acceptable tender does not comply with 4.4.17 then the Director concerned, in consultation with the appropriate Portfolio Member, may:
- Seek additional budget approval
  - Negotiate with the tenderer on the basis of an amended design or specification provided negotiations do not result in a reduction on the original tender price of more than 5%. All communications with the acceptable tenderer shall be recorded in writing.
  - Invite all original tenderers to resubmit their prices on the basis of an amended specification
  - Undertake a completely new competitive tendering process
- 4.4.23 The reason for tenders being unsuccessful shall be written down and maintained for the duration of the contract.



- 4.5.1 Land Transaction means the purchase or disposal of, or other dealing with land whether or not buildings, plant and equipment, fixtures and fittings, or other assets are included in that transaction
- 4.5.2 All contracts and other documentation entered into pursuant to all land transactions shall be in writing, and shall be signed or sealed, as appropriate.
- 4.5.3 All purchases or disposals shall have regard to the Council's Asset Management policy.

#### **Purchase**

- 4.5.4 Where it is considered in the best interests of the Council to purchase land or buildings or an interest in land or buildings then the following shall apply:
- All such transactions shall be referred to the Council's Valuer and Head of Legal and Democratic Services who will be responsible for the negotiation of any purchase and assessment of contract documentation.
  - Before entering into any transaction the Supervising Officer shall ensure that budgetary provision has been approved.
  - Authority to commit the Council to expenditure, by entering into a contractual arrangement, shall be in accordance with the levels approved in the Code of Practice for Authorised Signatories.

#### **Disposal**

- 4.5.5 In the case of a disposal of land, buildings or an interest in land, the Director concerned shall satisfy himself that greater financial benefit may accrue to the Authority by sale, private treaty, invitation of offers or public auction and that arrangements to sell permit all likely purchasers an equal opportunity to purchase.
- 4.5.6 Where it is considered in the best interests of the Council to dispose of land or buildings or an interest in land or buildings by invitation to tender then the following shall apply:
- Invitation to tender shall be advertised as advised by consultants or agents or if consultants or agents are not employed then in appropriate trade literature journals or newspapers as may be determined by the Director concerned.
  - Receipt and Custody Standing Order (4.4.8 – 4.4.11) shall apply.
  - Opening and Acceptance Standing Order (4.4.13 – 4.4.23) shall apply.
- 4.5.7 Where the approved method of disposal is by auction, at least three

auctioneers must be invited to submit a written quotation as to commission and additional costs. The work shall be awarded to the lowest quote.

- 4.5.8 A reserve price must be set by the Council's Valuer in consultation with the Director of Finance. The reserve price must be disclosed only to the auctioneer.
- 4.5.9 In exceptional circumstances alternative disposal arrangements may be pursued where it can be demonstrated that the proposals are in the best interests of both the Council and key stakeholders. The adoption of any alternative arrangement shall be subject to full consultation with all interested and affected parties, including the Director of Finance, and shall be subject to a written report to the Cabinet.
- 4.5.10 The disposal of assets other than land shall comply with the relevant codes of practice (Disposal of goods / Disposal of ICT Equipment) and in all instances ownership shall be clearly established prior to disposal.

## **4.6 General Tendering Rules**

### **Late tenders**

- 4.6.1 Tenders received after the date and time for the receipt notified to the tenderer shall not be accepted and shall be returned to the tenderer.

### **Errors in tender documentation submitted**

- 4.6.2 Where on examination of tender documents submitted a discrepancy is found in the lowest tender or where appropriate the highest tender then the tenderer shall be given the opportunity to stand by such incorrect tender figure or withdraw his tender from competition.
- 4.6.3 Where a nationally recognised form of contract has been used then the appropriate nationally recognised Standard Code of Practice in relation to errors in tender documents shall apply.

### **Post Tender negotiations**

- 4.6.4 Negotiations shall not be entered into with tenderers. After the opening and evaluation of tenders it is acceptable to seek clarification of the tender price submitted. Any communication with the tenderer must be in writing or recorded in writing.
- 4.6.5 Under certain restricted circumstances a Director may accept amendments to tender prices from the successful tenderer. Essentially they relate to the opportunity for the Council to secure better value for money, but in a manner that does not undermine the basis of the original competition, as follows:
  - i) Amendments to prices may be made for supplies where a tenderer seeks to reduce his price between the submission of the tender and the award of contract. The decision to award the contract shall be based on the original prices. No upward revisions shall be allowed in such circumstances.

- ii) A specification for supplies or services covers a range of requirements and negotiation may realise further savings to the Council. Any such negotiations shall not materially alter the integrity of the original tender process.
- iii) Where the lowest tender is in excess of the approved estimate provision and savings can be achieved as a result of an amended design or specification (4.3.16 and 4.4.22).
- iv) When price increases are sought during the currency of the contract in accordance with appropriate clauses within the contract.
- v) Where market conditions change and, in the opinion of the Director, prices should be reviewed downwards.
- vi) Where negotiations are authorised the Director, or an officer designated by him / her, shall carry them out. No disclosures may be made to any tenderer regarding the identity of the competing tenderers or the content of their tenders.

4.6.6 Results of negotiations, including the principal reasons for the negotiations and the basis of any calculations, must be recorded in writing.

4.6.7 Where EC rules apply advice should be sought from the Purchasing Manager or Internal Audit prior to any negotiation taking place.

#### **Disclosure of tender results**

4.6.8 Once the successful tenderer has been notified of acceptance of his tender, the Director shall forthwith supply details of all other organisations that tendered in alphabetical order and a list of tender sums submitted in either ascending or descending order to all organisations that were invited to tender.

#### **Referential or Qualified Tenders**

4.6.9 No referential of qualified tenders will be considered.

#### **Post Contract Appraisal**

4.6.10 All contracts shall be subject to a formal post project appraisal to determine the success or otherwise of the project. Assessments should consider:

- The original aims of the project
- Whether the outputs of the contract have achieved the original aims of the project
- Performance of the contractor / consultant / supplier
- The final cost of the contract compared to the original estimate and tender sum
- The completion of the contract compared to the original timescales
- The impact on future contracts of any issues learned from the contract being reviewed

4.6.11 It is important that lessons learned from appraisals are discussed with the supervising officer's line manager and key issues shared both within the directorate and throughout the organisation. The Contract Monitoring Officer shall be included in the process.

## **SECTION 5**

### **WORKING FOR / WITH EXTERNAL ORGANISATIONS**

#### **5.1 Formal Tendering**

5.1.1 Opportunities may present themselves for the Council to tender for work with other external organisations. Care must be exercised when considering whether to tender for such contracts.

5.1.2 Prior to the submission of any tender to an external organisation the following criteria must be satisfied:

- i) The Council has a legal power to provide the goods or service in the first instance. Regard shall be taken of the Local Government (Contracts) Act 1997. Advice shall be sought from the Council's Head of Legal and Democratic Services in all cases.
- ii) The tendering organisation is one defined by the Local Authority Goods and Services Act 1970 . This Council is only permitted to provide goods and services to these specified bodies (principally public sector organisations).
- iii) A comprehensive assessment of the financial and technical capability to undertake the work including a full review of the potential risks to the Council and in-house service.
- iv) Formal Cabinet approval to submit a bid has been granted.

*(NFCS Only)*

- *Contracts under £50,000, delegated powers to the General Manager or Director of Environment.*
  - *Contracts over £50,000, delegated powers to General Manager or Director of Environment Services in consultation with the appropriate Portfolio Holder.)*
- v) A full review of the contract documents has been undertaken by the Council's Legal section and Contract Manager to ensure that contract conditions safeguard the Council's interests and do not conflict with the principles outlined in these Standing Orders. Where the value of the contract is less than £10,000 the service manager shall consult with their Director as to the appropriateness of the contract documents.
  - vi) Advice has been taken from The Director of Finance in respect of the preparation of tender sums to be submitted, insurance

arrangements and arrangements for safeguarding failure.

## 5.2 Partnerships

- 5.2.1 Best Value authorities are required to make arrangements to secure continuous improvement in the economy, efficiency and effectiveness in the exercise of their functions. This includes the requirement to challenge why and how services are being delivered and to consider alternative service delivery options.
- 5.2.2 Partnerships are seen as one way in which authorities can achieve the delivery of services in an alternative more economic, efficient and effective way.
- 5.2.3 Partnership arrangements will vary and may take on different forms depending on the nature of the work, service or supply involved and the organisation that is to be 'joined' in partnership. It is not the intention of this section to specify the detail required in any partnership agreement or to regulate the way in which partnerships are formed. This section does however set out some overriding principles that officers must address when considering creating or entering into partnership.
- 5.2.4 Where the Council is incurring expenditure the following principles will apply:
- Full evaluation of the options / benefits and risks to be undertaken
  - Ensure that opportunity has been given to all potential partners to participate in proposals
  - The legal basis of any proposals to be established in consultation with the Council's Legal Section
  - Consultation with the Director of Finance to ensure that the financial and future budgetary position have been fully explored
  - The requirement for compliance with the principal partner's Standing Orders be included in any contract conditions
  - Approval obtained from the Cabinet following a written report
  - Full written record be maintained of key stages and decisions made throughout the process so that a comprehensive audit trail exists
  - The effect that the proposed partnership may have on any other in-house service

## APPENDIX 1 TO APPENDIX 4

<b>EXCEPTIONS TO CENTRALISED PURCHASING</b>	
<b>ITEMS</b>	<b>RESPONSIBILITY</b>
Training & Development	Directors and Training Co-ordinators
Hire of Accommodation / Bed and Breakfast	Community Services – Housing Needs Directors and nominated officers
Community Alarm Monitoring Systems	Warden Services
Hire of Transport	Transport Manager
Reprographics	Printing Services
Advertising (Recruitment & Public Notice)	Personnel Services
Leasing Agreements	Accountancy Services
Housing Maintenance Orders	Housing Contract Services – Reactive Maintenance Section
Computer Hardware and Software	ICT Services
Fixed Telephone Equipment	ICT Services
Catering Supplies	Catering Manager and nominated officers
Controlled Stationery	Cheques only (Director of Finance)

## APPENDIX 2 TO APPENDIX 4

### COMPETITION POLICY

#### **Corporate Aim**

'To regularly review the value for money, effectiveness and means of delivery of Council services, seeking views of key stakeholders in order to provide services in accordance with the Governments principles relating to Best Value'.

#### **Policy**

All services must be subject to an evaluation of whether the service should be provided and the most appropriate method of service delivery. This should be undertaken as part of the Best Value fundamental service review process but all services must ensure that service delivery is regularly reviewed as a means of securing continuous improvement.

The views of all relevant stakeholders must be considered as an integral part of the review.

Service delivery standards should be consistent with the top quartile of service delivery when compared to other service providers either nationally by District Authority or by appropriate family group.

Service delivery assessment should not focus purely on the relative cost of alternative service delivery options alone but must also consider other relevant factors. For example these may include;

- Quality
- Local service delivery policies
- Local geographic and demographic issues
- Accessibility of the service to stakeholders
- Contribution to the Council's corporate aims

The Council recognises the benefits of in-house service delivery. For service delivery to be retained in-house the service unit will need to either ;

- a) Demonstrate, through the service review process, that performance ranks with the top quartile either nationally, by District authority or by appropriate family group, that service delivery is in accordance with recognised best practice and that alternative ways of delivering the service have been considered, Or:
- b) Demonstrate that a realistic and achievable action plan exists for the service to move it into the top quartile either nationally, by District Authority or by appropriate family group within the timescales specified by the Audit Commission Best Value Inspectorate Guidelines.

The Council recognises that there may also be advantages in the delivery of services externally or through the creation of public / private partnerships.

In evaluating service delivery options, the following must be considered:



- Retaining the in-house service provision
- The restructuring or repositioning of the in-house service
- The cessation of the service
- The creation of a public / private partnership
- The transfer or externalisation of the service to another provider (with no in-house bid)
- The market testing of all or part of the service (where the in-house provider bids in open competition against the private or voluntary sector)
- The re-negotiation of existing arrangements with current providers where this is permissible
- The joint commissioning or delivery of service

Alternative service delivery options should be considered if it can be demonstrated that the costs associated with pursuing an alternative service delivery option at the same quality standards or better can be more than met through the savings any new arrangement will deliver.

Council Members and employees will be involved at all key stages throughout the service delivery decision making process and in proposals designed to secure continuous improvement in service delivery.

Whichever option is chosen, clear evidence must be provided that the Council, it's customers and employees best interests will be served by choosing this option.

Services which are unable to demonstrate best value and are unlikely to achieve the level of improvement required to provide best value shall prepare an action plan which includes proposals for alternative methods of service delivery consistent with the options identified above.

The Council will support services where opportunities exist to undertake external work, provided a full assessment of the risks and benefits to the Council is undertaken and that any arrangements are in accordance with the existing legal and statutory framework. The principle of joint working and partnerships is supported.

### **Process**

Gather evidence to demonstrate best value. Remember the focus should not be on price alone but must also consider the quality of the service. This will entail participation in benchmarking clubs, market testing, market intelligence, performance indicators (BV, Audit Commission and local) and comparison with best practice. Consultation to ensure an informed review on service delivery must also be conducted with all key stakeholders, which may include:

- Users
- Taxpayers
- Local businesses
- Other service providers
- Partner organisations
- Members
- Officers

The overall performance of the existing in-house service provider must then be assessed against the top quartile of all service providers either nationally, by district authority or by appropriate family group. This may include the private / voluntary sector where appropriate. It is important to note that when comparing against top quartile performance the sample must extend wider than a local benchmark club as

this may not always be representative of best practice in the specific service area.

If the service is able to robustly demonstrate that it is performing within the top quartile of the appropriate service provider group then the service will have satisfied the Council's competition policy and alternative service delivery options will not need to be pursued. Services must however strive to maintain a culture of continuous improvement including the investigation of options for alternative ways / partnerships to deliver the service or parts of the service details of which must be included in an annual action plan.

**Where services are not performing within the top quartile but consider that attainment of the top quartile is achievable, a plan of action for improvement must be included in the service review report. This should clearly state the areas where improvement is necessary, the action to be taken and clear performance ongoing improvement targets.**

**Timescales for achieving the stated improvements should be set in accordance with Audit Commission Best Value Inspectorate guidelines and must take account of other relevant factors, such as:**

- **Current market conditions**
- **The degree of any shortfall**
- **Available resources**
- **Political objectives**

**Service performance will then be reviewed at the next annual performance review cycle. Provided the targeted service improvements have been achieved alternative service delivery options will not need to be pursued. If however the service has failed to achieve the targeted service improvements within the timescales stated, and there is no prospect of improvements materialising, then arrangements should be put in place to explore an alternative method of delivering the service.**

Where, following a fundamental service review, performance of a service is demonstrated as clearly falling well below the top quartile of performance, and the ability to achieve service improvements is considered unachievable within an acceptable timeframe, then the service review action plan must commit to adopting an alternative service delivery option.

**CONTRACT NOTIFICATION**

**To: Derek Pinder  
Contracts Manager  
Environment services**

**From:**

**Date:**

**Ext:**

<b>Contract Title:</b>	
<b>Contract Description: (Brief outline of works / supply / service)</b>	
<b>Form of Contract: (e.g. JCT / ICE / In-House)</b>	
<b>Budget Estimate:</b>	
<b>Anticipated Start Date:</b>	
<b>Other Comments:</b>	

**Note:**

This notification form shall be completed for all contracts the value of which is anticipated to exceed £5,000. The notification shall be submitted prior to any detailed work being undertaken on contract / tender preparation.

**APPENDIX 4 TO APPENDIX 4**

**CONTRACT PROCEDURES FLOW CHART AND GUIDANCE**

**To Follow**

**CONTRACT SEALING / SIGNING REQUEST FORM**

FILE REF: \_\_\_\_\_

Please sign / seal\* the attached document, where indicated together with the plan(s).  
The details of the document are as follows:- (\*Delete as appropriate)

1. Nature of document (e.g. Lease / Contract)  
\_\_\_\_\_
  
2. Short description of land / Works / Supply / Service to which the document refers:  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Parties to the document are:
  - (i) \_\_\_\_\_
  - (ii) \_\_\_\_\_
  - (iii) \_\_\_\_\_
  - (iv) \_\_\_\_\_
  
4. Authority to seal the document. This MUST be either a Committee, Cabinet or Council Minute (e.g. Minute 101 P&R Committee on 27.9.1996) or a delegated power in which case details must be given.
  - (a) Committee, Cabinet or Council Minute of Authority  
\_\_\_\_\_
  - (b) Details of delegated power  
\_\_\_\_\_
  
5. Additional comments, if any:  
\_\_\_\_\_  
\_\_\_\_\_

The attached document has been prepared by me in accordance with instructions received and protects the New Forest District Council's position. The document also complies with all relevant Contract, Financial and other Standing Orders, regulations and rules of the New Forest District Council.

Signed: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

[This document to be retained with the contract documents whether signed or sealed]

**APPENDIX 6 TO APPENDIX 4**

**FORM OF BOND**

**BY THIS BOND**

\_\_\_\_\_

whose registered office is situate at \_\_\_\_\_

("the Contractor")

and

\_\_\_\_\_

whose registered office is situate at \_\_\_\_\_

("the Surety")

\_\_\_\_\_

are bound to the DISTRICT COUNCIL OF NEW FOREST \_\_\_\_\_

\_\_\_\_\_ ("the Council") in the sum of

\_\_\_\_\_ pounds sterling (£ \_\_\_\_\_) for  
the payment of which sum the Contractor and the Surety hereby jointly and severally  
bind themselves their successors and assigns.

By a Contract ("the Contract") of the same date and made between the Council and  
the Contractor the Contractor has contracted with the Council to provide the Service  
described in the Contract in accordance with the terms of the Contract.

NOW THE CONDITIONS of this Bond are such that if the Contractor or its  
successors or assigns shall perform and observe all the terms provisions conditions  
and stipulations of the Contract on the Contractor's part to be performed, or if, on  
failure by the Contractor so to do the Surety shall satisfy and discharge the damage  
sustained by the Council up to the amount of this Bond, then this obligation shall be  
null and void, but otherwise shall be and remain in full force and effect. No alteration in  
the terms of the Contract made by agreement between the Council and the  
Contractor or in the extent or nature of the Service to be performed and no allowance  
of any nature by the Council or the Contract Administrator under the Contract in  
respect of any matter or thing concerning the Contract shall in anyway release the  
Surety from any liability under this Bond.

Dated: \_\_\_\_\_ day of \_\_\_\_\_

THE COMMON SEAL of \_\_\_\_\_ )

was hereunto affixed in the )  
presence of: )

Director

Secretary

THE COMMON SEAL of )  
was hereunto affixed in the )  
presence of: )

Director

Secretary

SIGNED AS A DEED )  
by )  
in the presence of )

## APPENDIX 7 TO APPENDIX 4

### PROCEDURE FOR THE APPOINTMENT OF CONSULTANTS

#### INTRODUCTION

These procedures have been written following receipt of the joint Internal Audit/District Audit report "Review of Capital Expenditure", to give guidance on the process to be adopted when appointing external consultants to carry out work on behalf of the Council. The procedures apply to the appointment of any consultants by officers throughout the Council whether for capital or revenue projects.

The Council's Standing Orders as to Contracts is applicable to contracts for professional services and all employees contemplating the appointment of consultants should be familiar with its contents.

#### COMPETENCY

It is important that any consultant appointed is competent to undertake the project. The scale and complexity of the work will obviously dictate the procedures to be followed in determining the competency of any consultant. It is important that a record is kept of the methodology adopted. For simple work this may be no more than a file note; for more complex projects or highly specialised work, written references may be required.

For the appointment of any consultant the minimum level of competency would be the possession of a relevant professional qualification together with membership of appropriate professional bodies (e.g. Institute of Management Consultants), professional indemnity insurance cover plus evidence of experience of similar work. Attached at Appendix 1 is a proforma to be used for recording that these details have been checked.

Complex and/or larger jobs will require the preparation of a detailed technical appraisal form prior to the invitation of tenders. This will be specific to the work required and shall be agreed by the Head of Service/Section Head and the Client.

#### FINANCIAL LIMITS

The financial limits governing the route to be followed for the appointment of any consultant and the process for selecting tenderers shall be consistent with those specified in the Standing Orders as to Contracts (Section 4.1 – 4.4), namely:

Below £5,000	3 quotes
Between £5,000 – £50,000	Formal tendering with a minimum of 3 tenders
Over £50,000	Formal tendering with a minimum of 6 tenders

In the situation where a minimum of three consultants are to be selected the procedure to be adopted is that the lowest tenderer from previous similar projects (subject to satisfactory performance) should be selected plus one locally known expert in the field (if the lowest previous tenderer was nationally known) then alternate local / national. The list of tenderers must be approved by the Head of Service.

For contracts where 6 tenders are required respondents to the advert shall be assessed, using a pre-determined model to evaluate technical and financial suitability, and the 6 best consultants selected for invitation to tender. If possible an appropriate mix of local and non-local consultants shall be selected.



## **PREPARATION OF A BRIEF**

Prior to the appointment of any consultant it is essential that a formal brief be written defining the work that is required to be undertaken and the expected outcomes. The preparation of a comprehensive and accurate description of the job will enable a competitive price to be obtained and will avoid unnecessary claims for extra work.

Consideration must also be given to the most appropriate method of pricing for the work. In most cases best value will be achieved by the request of either a fixed price for completion of the work or a fee bid based on a percentage of a contract sum. There may however be circumstances when payment on an hourly rate would be more suited to the work. It shall be for the awarding officer to determine the best option. Reasons for the choice made shall be documented.

## **APPOINTMENT**

Appointment will be by formal letter accepting the offer to undertake the work. Contractual details need to be included in the tender documents and will normally be the standard terms and conditions relating to the professional service being procured. A copy of the letter of appointment will be retained as part of the contract with tender documents.

Prior to the commencement of any work copies of the consultants certificates of insurance shall be obtained. Consultants shall also be provided with copies of the Council's Standing Orders as to Contracts and Financial Regulations.

## **REGISTER OF CONSULTANTS**

Each directorate shall maintain a register of consultants used which shall include details of project, awarding officer, value and post project appraisal to include comments on consultants' performance. It shall be completed after each project and used for reference initially for any new briefs.

## **PROCEDURE**

- i) Identify task to be done and prepare a brief which includes:
  - The nature of the work to be undertaken
  - The timeframe within which the work must be completed
  - The required output / outcomes of the work
  - Any contract conditions to be applied to the work
  - The arrangements for making payment (e.g. monthly, at key stages, on completion)
- ii) Decide whether the tender is to be based upon a fee bid or payment of an hourly rate.
- iii) Estimate the value of the work and calculate the value of the fees.
- iv) If the fee estimate is less than £5,000 identify suitable consultants and obtain 3 quotes (Section 4.1 – Standing Orders as to Contracts) based upon the written brief and appoint, subject to best value considerations.
- v) If the fee estimate is between £5,000 and £50,000 (Section 4.3 - Standing Orders as to Contracts) select three consultants, invite fee bids by formal tender and following a suitable evaluation procedure, appoint.

- vi) For projects where the fee estimate is greater than £50,000 (Section 4.4 Standing Orders as to Contracts), advertise for prospective tenderers, take up references (both financial and technical), prepare a select list and invite tenders. Final selection of tenderers and evaluation of tenders may require the use of suitable assessment models which will require preparation in advance of the invitation to tender in order to operate the procedure openly and fairly. The model shall be agreed by the client and internal audit section.
- vii) Appoint by formal letter following checking of the successful tenderer's insurances and issuing copies of Standing Orders as to Contracts and Financial Regulations.
- viii) Complete register of tenders submitted and on completion of the work record the appraisal of their performance.

**CHECK LIST FOR CONSULTANTS' ASSESSMENT**

**CONTRACT FOR:** \_\_\_\_\_

**Name of Practice:** \_\_\_\_\_

**Partners/Directors'** \_\_\_\_\_

**Names & Qualifications of Employees to undertake / Supervise work:** \_\_\_\_\_  
\_\_\_\_\_

**Relevant Experience:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Technical References:**

Verbal \_\_\_\_\_  
\_\_\_\_\_

Written  
(Attach as appropriate) \_\_\_\_\_  
\_\_\_\_\_

**Financial References:** \_\_\_\_\_  
(Refer to Internal Audit if necessary) \_\_\_\_\_

**Comparison of Charges:**

Fee Bid \_\_\_\_\_

Fixed Cost \_\_\_\_\_

Time Charge  
(Hourly Rate) \_\_\_\_\_

**Professional Indemnity Insurance checked:** \_\_\_\_\_

**Awarding Officer:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**APPENDIX 9 TO APPENDIX 4**

**CONTRACTS REGISTER OPENING**

<b>CONTRACT REFERENCE:</b>	
<b>CONTRACT:</b>	
<b>CONTRACTOR:</b>	
<b>CONTRACT SUM:</b>	
<b>CONTINGENCIES:</b>	
<b>PROVISIONAL SUMS:</b>	
<b>DATE OF POSSESSION:</b>	
<b>COMPLETION DATE:</b>	
<b>CONTRACT PERIOD:</b>	
<b>FORM OF CONTRACT:</b>	
<b>RATE OF LIQUIDATED DAMAGES:</b>	
<b>PERFORMANCE BOND:</b>	
<b>BONDSMAN:</b>	
<b>MAINTENANCE DEFECTS:</b>	
<b>MAXIMUM RETENTION:</b>	
<b>INSURANCE COVER:</b>	

<b>CONTRACT REFERENCE</b>	<b>DEBIT CODE</b>	<b>DUMMY ORDER NUMBER</b>	<b>AMOUNT</b>
			£            p

Circulation:

**Payments**

**File**

## **Memorandum**

---

From: To: **INTERNAL AUDIT**  
Ext:  
Email Copies:  
My Ref:  
Your Ref:  
Date:

---

### **CONTRACTS : FINAL ACCOUNT AUDIT**

The following contract has reached final account stage, will you please inform me if you wish to carry out and audit examination.

1. **Contract Title** :
2. **Reference No** :
3. **Contractor** :
4. **Supervising Officer** :
6. **Approved Budget  
(Original Estimate)** :
7. **Tender Sum** :
8. **Final Account Sum** :
9. **Completion Date** :
10. **Maintenance Defects Period** :

Signed: \_\_\_\_\_

---

### **REPLY**

From: Audit Manager

My Ref:

Date:

---

I do / do not\* wish to carry out an examination of the final account for the above contract.

Signed \_\_\_\_\_

\* Delete as necessary

TENDERS FOR \_\_\_\_\_  
 \_\_\_\_\_

SUBMITTED BY \_\_\_\_\_ EXT \_\_\_\_\_

TENDERS TO BE OPENED \_\_\_\_\_

TIME AND DATE OF RETURN \_\_\_\_\_

TENDER ESTIMATE £ \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED TO THE HEAD OF LEGAL AND DEMOCRATIC SERVICES APPLE TREE COURT IMMEDIATELY FOLLOWING DESPATCH OF DOCUMENTS TO TENDERERS**

		AVOIDANCE OF RESTRICTIVE PRACTICES	SIGNED AND PRICED SCHEDULES	STATEMENT OF DAY WORK RATES	PRICED SPECIFICATION	SIGNED FORM OF TENDER	TENDER FIGURE EXCLUDING VAT	IF TENDER REJECTED ON OPENING STATE REASON
TENDER REQUIREMENTS (Please Specify)								
	ORDER OPENED							
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								

Certified to be a true record of tenders opened:

AN OFFICER OF \_\_\_\_\_ NAME \_\_\_\_\_ SIGNED \_\_\_\_\_

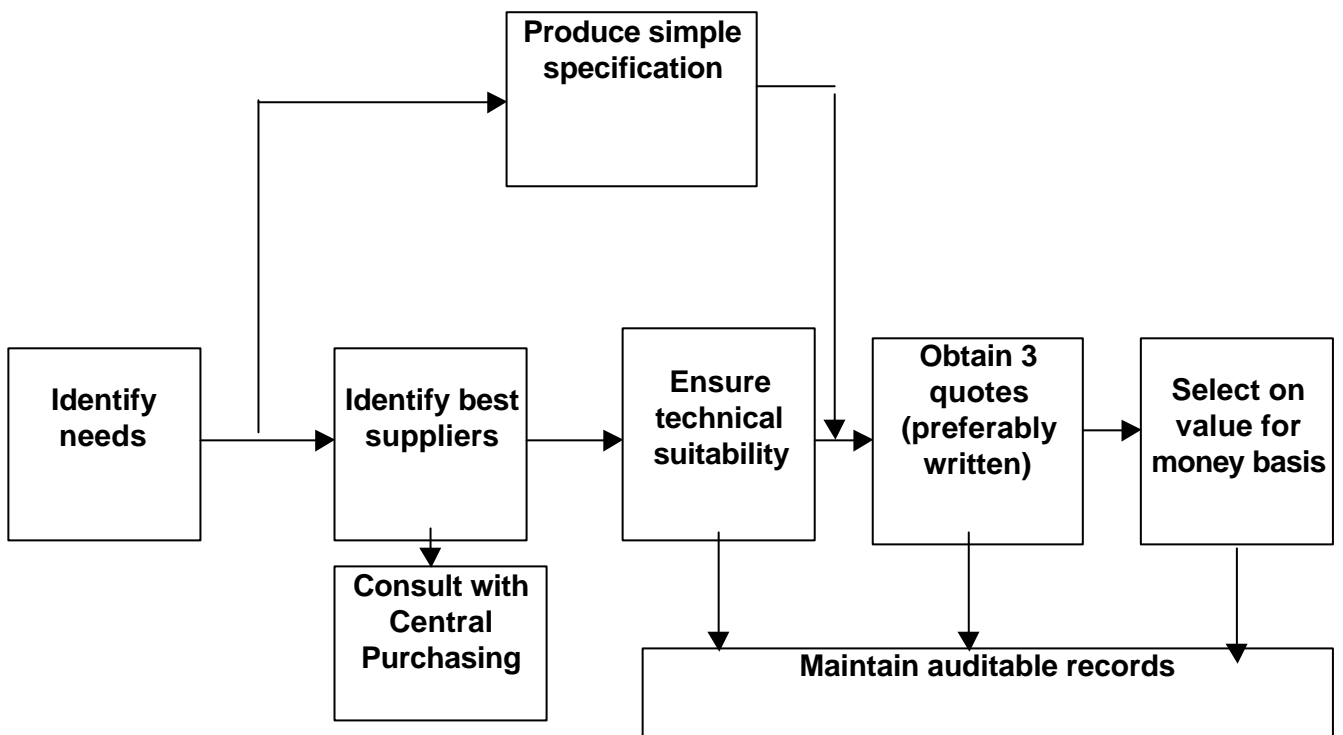
AN OFFICER OF \_\_\_\_\_ NAME \_\_\_\_\_ SIGNED \_\_\_\_\_

DATED \_\_\_\_\_



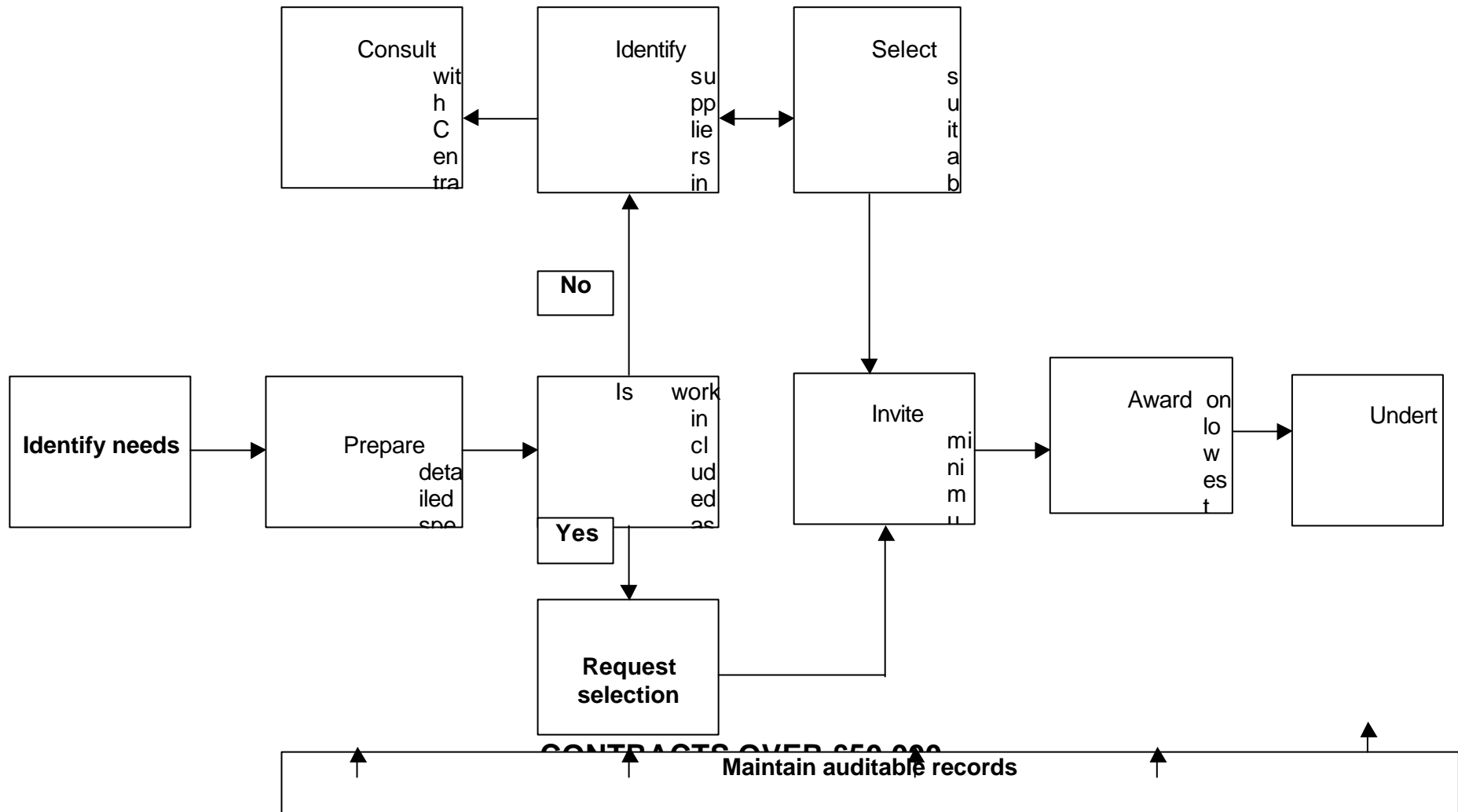
**TENDERING FLOWCHARTS**

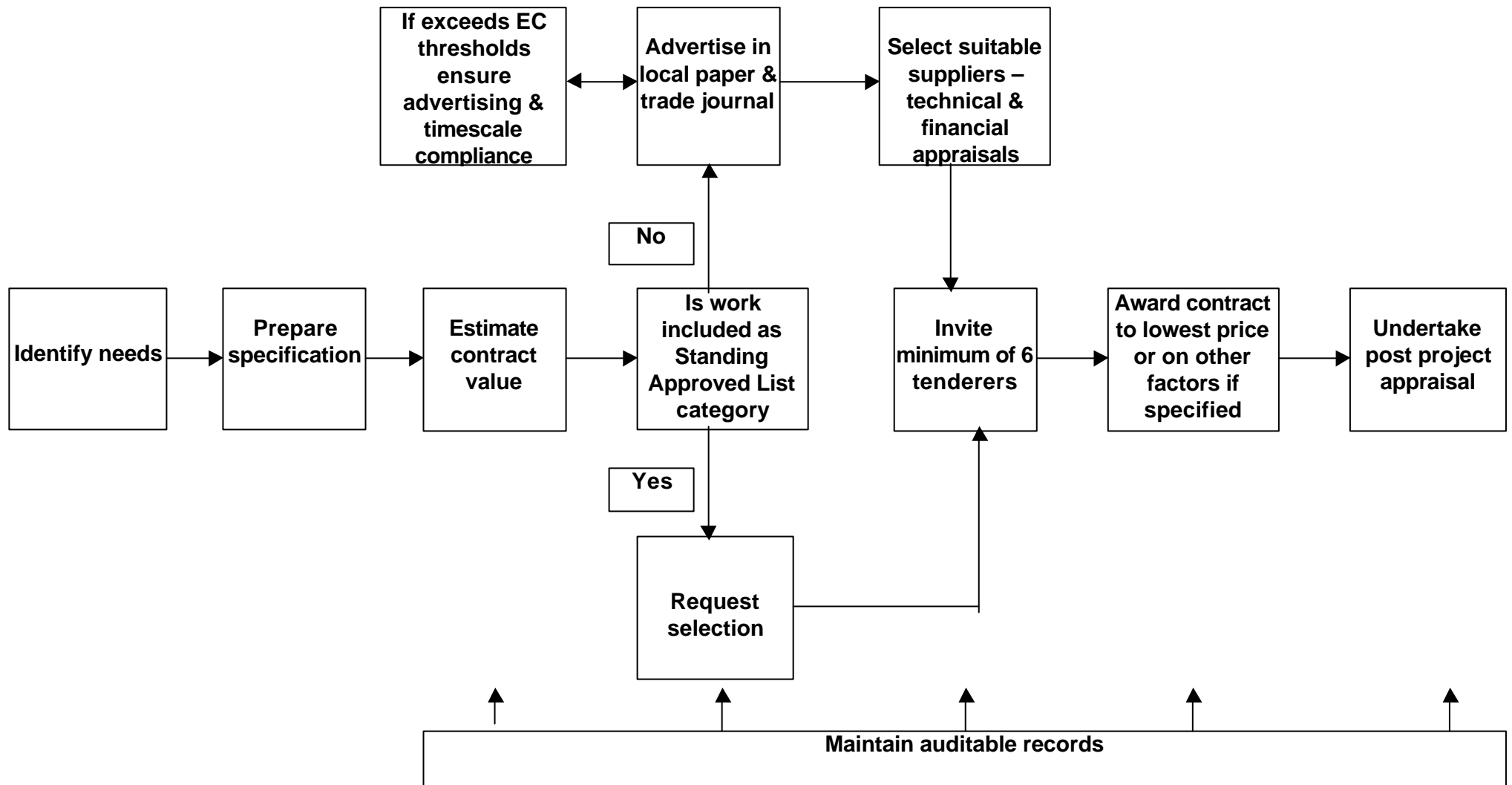
**PURCHASES UNDER £5,000**





**CONTRACTS BETWEEN £5,000 AND £50,000**





**PROTOCOL – URGENT DECISIONS OUTSIDE POLICY  
AND/OR BUDGET, AND URGENT KEY DECISIONS**

(Note: This schedule reflects changes agreed by the Policy and Resources Committee on 21 March but which have not yet been approved by the Council)

**1. INTRODUCTION**

- 1.1 The Cabinet has been empowered, subject to compliance with the Council's policies and budgets, to make decisions on behalf of the Council in accordance with the provisions of this Constitution.
- 1.2 This Protocol describes the procedures to be followed where a decision which:  
does not comply with Council policy or budget; or  
is contrary to or not wholly in accordance with policy and budget; or  
is a key decision which it was impracticable to include in a forward plan, or which is included in a forward plan but is scheduled for decision at a later date or time (an "urgent key decision"),  
is required urgently.
- 1.3 Where any decision will give rise to expenditure exceeding £20,000 (or such other sum as may be prescribed from time to time in financial regulations (Schedule 23)) no action shall be taken to implement that decision until the matter has been considered by Council.
- 1.4 In this Protocol the expression 'Cabinet' refers to the Cabinet, a Committee or Sub-Committee of the Cabinet or to the appropriate Portfolio Holder where any powers have been delegated, and, in relation to key decisions, to any officer planning to make the decision under delegated powers.

**2. URGENT DECISIONS OUTSIDE POLICY OR BUDGET - ACTION PRIOR TO DECISION**

- 2.1 Where it appears to the Cabinet that a decision, which is outside the Council's approved policies or budget, is required urgently and it is not reasonable to delay the decision making to the next or a special meeting of the Council, the Cabinet shall:-
- (i) Obtain confirmation from the Chief Executive, **the Monitoring Officer** and other appropriate professional advising officer, that a decision is required urgently;
- (ii) Carry out, so far as is reasonable, consultations with Ward Members and other Stakeholders; and

- (iii) Consult with the Chairman of the Portfolio Performance and Review Panel whose terms of reference relate to such function, on ~~the proposed decision~~ and the need for action to be taken urgently.
- 2.2 In the event of a matter affecting more than one Portfolio Performance and Review Panel, the Chief Executive shall determine which Chairman shall be consulted.
  - 2.3 Where the Chairman of the Portfolio Performance and Review Panel is not available for whatever reason, the Chairman of the Council, or in his/her absence, the Vice-Chairman of the Council, shall be consulted.
  - 2.4 Where the Chairman of the Portfolio Performance and Review Panel, or in his/her absence, the Chairman or Vice-Chairman of the Council, as the case may be, agrees ~~with the proposed decision~~, and that it ***in writing that the decision*** is urgent, the Cabinet shall be empowered to implement such decision.
  - 2.5 For the purposes of this paragraph, consultations may be made:-
    - In writing,
    - Electronically, or
    - Orally,

depending upon the need to ensure effective and timely decision making, but in all cases a written record of the decision, all options considered and the reasons why the decision was required urgently, shall be made by the Cabinet to Council.
  - 2.6 If the decision is an urgent key decision, as well as a decision outside policy or budget, section 3 below also applies.

### 3. URGENT KEY DECISIONS – ACTION PRIOR TO DECISION

- 3.1 Where it appears to the Cabinet, or a Portfolio Holder or officer with delegated powers to make the decision, that a decision which is:
  - a key decision that it has proved impracticable to include in a forward plan; or
  - a key decision that is included in a forward plan, but is scheduled for decision at a later date or time

is required urgently, and it is not reasonable to delay the decision until it can be included in a forward plan, the following action shall be taken:

  - (i) The Chief Executive shall inform the Chairman of the relevant Portfolio Performance and Review Panel, by notice in writing, of the matter about which the decision is to be taken;
  - (ii) The Chief Executive shall make a copy of the written notice in
    - (i) available for public inspection at the Council's offices;

(iii) The Cabinet, Portfolio Holder, or officer, as appropriate, shall take the decision only after three clear working days have elapsed after the notice in (ii) has been available for public inspection.

3.2 For the purpose of paragraph 3.1, in the event of a matter affecting more than one Portfolio Performance and Review Panel, the Chief Executive shall determine which Chairman shall be consulted. Where the Chairman of the Portfolio Performance and Review Panel is not available for whatever reason, the Vice-Chairman of the relevant Portfolio Performance and Review Panel shall be consulted.

3.3 If, exceptionally, it is impracticable to comply with the requirements of paragraph 3.1, the decision may only be taken if the decision maker has obtained agreement from the Chairman of the relevant Portfolio Performance and Review Panel that the decision must be made urgently and cannot reasonably be deferred.

3.4 For the purpose of paragraph 3.3, in the event of a matter affecting more than one Portfolio Performance and Review Panel, the Chief Executive shall determine which Chairman shall be consulted.

3.5 For the purpose of paragraph 3.3, where the Chairman of the Portfolio Performance and Review Panel is absent or unable to act for whatever reason, the Chairman of the Council, or in his/her absence, the Vice-Chairman of the Council, shall be consulted.

3.6 For the purposes of paragraphs 3.3 to 3.5, consultations may be made:-

In writing,  
Electronically, or  
Orally,

depending upon the need to ensure effective and timely decision making, but in all cases a written record of the decision, all options considered and the reasons why the decision was required urgently, shall be made by the Cabinet to Council.

3.7 If the decision is outside policy or budget, as well as an urgent key decision, section 2 above also applies.

#### 4. ACTION AFTER DECISION

4.1 As soon as reasonably practicable after a decision has been made under the provisions of this Protocol, the **person or body responsible for taking the decision** ~~Cabinet~~ must provide a written report to the full Council explaining:-

- (i) The decision;
- (ii) The reasons a decision was required;

- (iii) The reasons why the decision was required urgently and could not have been brought to the Council for determination; and
- (iv) The manner, timing of consultation and office of person consulted prior to the decision being taken.

## **5. VARIATION OF PROTOCOL**

- 5.1 This Protocol may be varied by resolution of the Council upon a recommendation from the Cabinet. No such recommendation shall be made until the Cabinet has consulted the Portfolio Performance and Review Panels.



## PROTOCOL – CALL IN PROCEDURES FOR EXECUTIVE DECISIONS

### 1. INTERPRETATION

- 1.1 Subject to paragraph 1.5 below, this Protocol applies to all decisions taken by or on behalf of the Executive by:-

Officers;  
Officers in liaison with local Councillor;  
Officers in consultation with Portfolio Holder;  
Portfolio Holder;  
Cabinet.

- 1.2 Wherever this Protocol refers to Executive, it shall be deemed to include the Cabinet, Leader, Portfolio Holder or Officers as the case may be.

- 1.3 Panel means the appropriate Portfolio Performance and Review Panel.

- 1.4 For the purposes of this Protocol “decision” means any decision of ~~consequence~~ of the Cabinet, Leader, Portfolio Holder, **and any key decision taken by an officer**, which leads to action being taken in the performance of the functions of the Council.

- 1.5 Where an urgent decision has been taken under the provisions of:-

paragraph 5 of Schedule 7, or Schedule 8, to this Constitution; or

by the Director of Finance under those provisions in Financial Regulations which authorise him to approve expenditure which is urgently required

those paragraphs of this protocol that provide that decisions may not be implemented immediately shall not apply.

### 2. ACTION BEFORE DECISIONS

- 2.1 Prior to an Officer taking any decision, he/she will ensure that all consultations required under, or implicit in, his/her delegated powers, have been undertaken.

- 2.2 Where any matter falls to be determined by the Leader or a Portfolio Holder he/she will ensure that all consultations and other actions required under, or implicit in, the Councils’ Constitution and in particular the Protocol at Schedule 7, are carried out.

- 2.3 Where any matter falls to be determined by the Cabinet, it will ensure that all consultations and other actions required under, or implicit in, the Council's Constitution are undertaken, and, in particular for decisions affecting the Council's strategy, policy and budget, that it complies with the Protocol at Schedule 5.

### **3. ARRANGEMENTS FOR REVIEW**

- 3.1 When a decision has been made, the Executive will publish the decision and at the same time notice of that decision will be circulated to all Members of the Council. As far as practicable, all decisions shall be published within two working days.
- 3.2 The notice issued under 3.1 above, shall, except for urgent decisions which shall have immediate effect, specify that the decision shall come into force at the expiration of five working days (or such longer period as may be specified in the notice) from the publication of the decision.
- 3.3 If prior to the date at which the proposed decision is to be implemented, a Member of the appropriate Panel considers that the decision should be reviewed, he/she may give notice to the Monitoring Officer that the decision should be referred to the appropriate Panel for review. Subject to paragraph 3.4 below, a request from one Member shall not delay implementation of the decision.
- 3.4 Where one other Member of the appropriate Panel supports the notice given under paragraph 3.3 above, the decision shall not be implemented until that Panel has reviewed the decision.
- 3.5 Upon receipt of a notice under paragraph 3.4 above, the Monitoring Officer shall arrange for the decision to be considered by a meeting of the appropriate Panel within ten working days.
- 3.6 Upon consideration of the decision, the Panel may:-
- (i) Accept the decision made by the Executive, in which case the Executive may implement the decision immediately, or;
  - (ii) Request the Executive to reconsider the decision giving reasons for such request. After reconsideration of the decision, the Executive may implement its decision, whether amended or not, immediately, or;
  - (iii) Where the decision is of particular high local significance and public interest, refer the decision to Council for full debate by all Members of the Council. In these circumstances, a special meeting of the Council shall be held within ten working days and the Executive decision shall not be implemented until after the meeting of the full Council.

- 3.7 Where the Council refer the decision back to the Executive, the Executive will reconsider the decision in the light of the reasons expressed at Council before adopting and implementing a final decision.
- 3.8 If, after a special meeting of a Panel has been requested, the Executive reconsiders its decision and reaches a conclusion which satisfies the two Members referred to at paragraph 3.4, the item requiring a review of the Executive's decision shall be withdrawn from the agenda. If there is no other business to be transacted at the meeting, the Panel meeting shall be cancelled.

#### **4. ATTENDANCE OF EXECUTIVE AT PANEL MEETINGS**

- 4.1 Whenever any decision of the Executive is being reviewed under these procedures, the Executive shall have the right to be represented by a Member at the meeting of the Panel. In addition, the Executive may also call upon the appropriate professional Officer to provide information to the Panel when considering the proposed decision.

**NEW FOREST DISTRICT COUNCIL**  
**FINANCIAL REGULATIONS**

## 4. BUDGETS AND FINANCIAL CONTROL

### GENERAL PRINCIPLES

### PRACTICES, PROCEDURES AND SYSTEMS

4.4 All proposals for virement shall be approved by the Director of Finance before any expenditure is committed.

4.4.1 All requests for virement must be made using the proper control document, and must follow the procedures below.

4.4.2 **Sums up to £1,000 vired within the same budget:** require the signature of the budget responsible officer.

4.4.3 **Sums up to £1,000 vired between individual budgets:** require the signatures of both budget responsible officers.

4.4.4 **Sums between £1,000 and £5,000** require the signature(s) of the budget responsible officer(s), and the approval of the Director(s) responsible for the budget to/from which the virement is given/taken.

4.4.5 **Sums between £5,000 and £10,000** within the same Portfolio or Committee or between Portfolios or Committees: may be approved by the appropriate Portfolio Holder(s) or Committee Chairma(e)n, subject to a written report

4.4.6 **Sums between £10,000 and £20,000 within the same Portfolio or Committee or between Portfolios or Committees:** must be the subject of ~~a written report~~ **consultation with** the appropriate Portfolio Holder(s) or Committee Chairma(e)n and **must be** approved by the Cabinet or Committee **after consideration of a written report.**

4.4.7 **Sums over £20,000:** must be subject to a written report to the Cabinet or Committee. Any financial recommendation(s) must be approved by the Council at their next meeting.

## 4. BUDGETS AND FINANCIAL CONTROL

### GENERAL PRINCIPLES

### PRACTICES, PROCEDURES AND SYSTEMS

---

Capital Expenditure (Virement) (Cont)

- 4.19.3 **Sums between £1,000 and £5,000:** require the signature(s) of the budget responsible officer(s), and the approval of the Director(s) responsible for the budget to/from which the virement is given/taken.
- 4.19.4 **Sums between £5,000 and £10,000 within the same Portfolio or Committee or between Portfolios or Committees:** must be the subject of a written report to the appropriate Portfolio Holder(s) or Chairman of Committee(s).
- 4.19.5 **Sums between £10,000 and £20,000 within the same Portfolio or Committee or between Portfolios or Committees:** must be the subject of written ~~report to the~~ *consultation with the* appropriate Portfolio Holder(s) or Committee Chairma(e)n and *must be* approved by the Cabinet or Committee *after consideration of a written report.*
- 4.19.6 **Sums over £20,000:** must be subject to a written report to the Cabinet or Committee. Any financial recommendation(s) must be approved by the Council at their next meeting.
- 4.19.7 Virement between land, works, fees and equipment within a capital scheme must be approved by the appropriate Director.
- 4.19.8 Schemes included in a capital expenditure programme which cannot proceed may not be substituted without the approval of the Director of Finance and the Cabinet or Committee.
- 4.19.9 Where a substituted scheme is in excess of £20,000, the approval of the Council will be required

## APPENDIX 8 EXTRACT FROM DRAFT CONSTITUTION

### 4. PART I – EXECUTIVE ARRANGEMENTS

#### 4.1 Form of Executive

The Executive shall be in the form of a Leader with a Cabinet as provided in Section 11(3) of the Local Government Act 2000.

#### 4.2 Constitution and Terms of Reference of Cabinet

##### (i) Membership

The Cabinet shall comprise 8 members, including the Leader of the Council.

##### (ii) Terms of Reference

Except where otherwise provided in legislation or this Constitution the Cabinet shall be responsible for all functions of, and matters affecting the Council. Such duties are more particularly described in Schedule 1 **to this constitution** and with respect to those functions referred to in Regulations 3 & 4 of the Local Authorities (Functions and Responsibilities) Regulations 2000, in Annexes 1 **and 2** to that Schedule.

##### (iii) Meetings

- a) The Cabinet shall meet at least 12 times in each year.
- b) The Chief Executive shall have responsibility for calling all Cabinet meetings in accordance with the provisions contained within the Council's Standing Orders as to meetings attached as Schedule 15 hereto.
- c) Meetings of the Cabinet its Committees and Sub-Committees shall be held in public except as provided in The Local Authorities Executive Arrangements (**Access to Information**) Regulations 2000.

##### (iv) Scheme of Delegation

- a) The scheme of delegation at Schedule 2 shall apply to all functions of the Council.
- b) It shall be the responsibility of the Chief Executive to ensure that a comprehensive Register of specific powers delegated to individual councillors and employees is maintained at all times. The Register of Delegations shall be deposited at the office of the Chief Executive and be available for public inspection during office hours.

## APPENDIX 9 EXTRACT FROM DRAFT CONSTITUTION

### 4.18 Ceremonial Duties

The Chairman of the Council shall be, and known to be, the Civic Head of the Council. The Chairman of the Council shall represent the Council, or shall be entitled to appoint another Councillor, to represent the Council at all formal ceremonial occasions within and outside the District. The duties and responsibilities of the Chairman and Vice-Chairman of the Council will be as described in the Portfolios at Schedules 12 and 13.

### 4.19 Officer support

The Chief Executive shall ensure that appropriate arrangements are made to provide adequate Officer support to the Cabinet, Portfolio Performance and Review structures, Regulatory Committees and any other democratic meetings or processes. Such arrangements may, from time to time, be amended following consultation with the Cabinet, Portfolio Performance and Review Panels and Committees as appropriate.

### 4.20 Relationships between Members and Officers

The Council shall prepare and maintain a protocol setting out rules relating to relationships between Councillors and Officers. A copy is attached as Schedule 14 hereto.

### 4.21 Constitution

This constitution may be amended at any time by a meeting of the full Council. No such change shall be considered until the Cabinet, together with the appropriate Portfolio Performance and Review Panels and Committees, have had the opportunity to consider any proposals for change. All proposals and their implementation shall comply with the provisions of the Local Government Act 2000 and any regulations issued thereunder ***and in the event that the Constitution is found not to do so, the Chief Executive and the Monitoring Officer can take all necessary steps to ensure compliance with such without recourse to full Council, Cabinet or Panels.***

## 5. PART 2 – OVERVIEW AND SCRUTINY

### 5.1 Portfolio Performance and Review Panels

- (i) The Council shall appoint such Portfolio Performance and Review Panels as it, at its sole discretion, deems necessary to ensure that in relation to all functions and services of the Council effective arrangements are in place to facilitate the involvement of all members, who are not Members of the Cabinet, in:-
  - a. Policy development and in particular the preparation, review and amendment of the Council's Corporate Plan, Best Value Performance Plan and Community Plan or such other similar documents as the Cabinet may recommend to Council for adoption;



## APPENDIX 10 DELEGATION OF POWERS TO PORTFOLIO HOLDERS

### GENERAL CONDITIONS

1. Schedule 7 to this Constitution is a Protocol for Executive Decision Making. A Portfolio Holder shall not make any decision until he has ensured that paragraphs 3.1 and 3.3 of that Schedule have been complied with. If a decision needs to be made urgently, paragraph 10 of that Schedule applies.

*(Drafting note to members: paragraphs 3.1, 3.3 and 10 above provide that the Portfolio Holder must:*

*ensure that the decision is within his delegated powers;  
obtain a written summary of the issues from the relevant officer (which will be put in the public domain) – unless the Monitoring Office agrees the matter is too urgent to enable this to be done;  
obtain confirmation that any course of action proposed is within policy and budget;  
decide whether the matter affects any other Portfolio Holder(s);  
ensure full consultations with local members/Parish Councils have taken place and been taken into account (unless the Monitoring Officer agrees the decision is urgent, in which case whatever consultations are practicable in the available time must still be undertaken);  
consider whether the decision is a key decision – in which case he needs to check it is in the forward plan, and that all papers are in the public domain for at least 3 days before the decision is made and are sent to the Chairman of the appropriate Review Panel (even if that Chairman has not asked for them).*

2. A Portfolio Holder may make a decision only if all the following conditions are satisfied:
  - a) The decision is wholly in accordance with the Council's approved budget and policy framework. For these purposes, a decision shall not be regarded as being within the approved budget if:
    - (i) it would require a supplementary revenue or capital estimate; or
    - (ii) it would involve virement exceeding £10,000; or
    - (iii) it would involve virement (up to £10,000) from a budget within a different Portfolio, unless the Portfolio Holder responsible for the budget from which the sum is being vired agrees in writing to the virement.
  - b) If, in the opinion of the Monitoring Officer, the matter significantly affects one other Portfolio, the relevant Portfolio Holder has been consulted and agrees in writing with the decision.

- c) In the opinion of the Monitoring Officer, the decision does not significantly affect more than one other Portfolio. If it does, the full Cabinet must take the decision.
- d) The decision is not reserved for the Cabinet by legislation or statutory guidance.
- e) The Monitoring Officer and the appropriate professional advising officer consider that it is prudent for the Portfolio Holder to decide the matter under his delegated authority.

## **EXTENT OF POWERS DELEGATED TO PORTFOLIO HOLDERS**

### **POLICY AND STRATEGY PORTFOLIO HOLDER**

Subject to compliance with the General Conditions set out above, to take all executive decisions on matters falling within the specific service responsibilities listed at Section C of Annex 1 to Schedule 4 to this Constitution.

### **CRIME AND DISORDER PORTFOLIO HOLDER**

Subject to compliance with the General Conditions set out above, to take all executive decisions on matters falling within the specific service responsibilities listed at Section C of Annex 2 to Schedule 4 to this Constitution.

### **ENVIRONMENT PORTFOLIO HOLDER**

Subject to compliance with the General Conditions set out above, to take all executive decisions on matters falling within the specific service responsibilities listed at Section C of Annex 3 to Schedule 4 to this Constitution.

### **HOUSING PORTFOLIO HOLDER**

Subject to compliance with the General Conditions set out above, to take all executive decisions on matters falling within the specific service responsibilities listed at Section C of Annex 4 to Schedule 4 to this Constitution.

### **ECONOMY AND PLANNING PORTFOLIO HOLDER**

Subject to compliance with the General Conditions set out above, to take all executive decisions on matters falling within the specific service responsibilities listed at Section C of Annex 5 to Schedule 4 to this Constitution.

### **LEISURE PORTFOLIO HOLDER**

Subject to compliance with the General Conditions set out above, to take all executive decisions on matters falling within the specific service responsibilities listed at Section C of Annex 6 to Schedule 4 to this Constitution.

### **FINANCE AND SUPPORT PORTFOLIO HOLDER**

Subject to compliance with the General Conditions set out above, to take all executive decisions on matters falling within the specific service responsibilities listed at Section C of Annex 7 to Schedule 4 to this Constitution.

## TERMS OF REFERENCE OF CABINET

### CABINET

1. To exercise all functions of the Council, including those set out in Annexes 1 and 2, to the extent specified therein, and in particular to:-
    - (i) Lead the community planning process and the search for Best Value.
    - (ii) Lead the preparation of the Council's policies and budgets.
    - (iii) Take in year decisions on resources; together with other stakeholders and partners in the local community; to deliver budget and policies decided by the full Council; and;
    - (iv) Be the focus for forming partnerships with other Local Authorities, public, private, voluntary and community sector organisations to address local needs.
    - (v) Approve and adopt Supplementary Planning Guidance.
- except for:-
- a. Those which legislation provides may only be discharged by the Council.
  - b. Those which are the responsibility of the Portfolio Performance and Review Panels.
  - c. Those matters relating to regulatory, licensing and other activities, defined in Regulation 2 of, and Schedule 1 to, the Local Authorities (Functions and Responsibilities) (England) Regulations 2000, which have been reserved to the Council or delegated to the Planning Development Control, General Purposes and Licensing, Appeals or other Committees appointed by the Council.
  - d. Those matters specified in Regulations 4 and 5 of, and Schedules 3 and 4 to, the Local Authorities (Functions and Responsibilities) (England) Regulations 2000 where the final decision in respect of those matters rests with the Council.
  - e. Those matters delegated to the Standards Committee.
  - f. Those plans and strategies set out in Annex 2 where final approval and adoption will lie with the full Council.

2. To appoint such Sub-Committees to undertake the functions within these Terms of Reference as it deems appropriate and to determine their powers and extent of delegated powers.
3. To delegate such of its functions as it deems appropriate to ~~Portfolio Holders~~, Area Committees **of the Executive** (if appointed) and officers of the Council.
4. To advise the Council on those activities and functions which should be delegated to Joint Committees or another Local Authority or which may be contracted out to any other person, Authority or organisation.
5. Where required by statute, or the Council's constitution, to consult with Portfolio Performance and Review Panels, external bodies or others on policy and strategy proposals prior to implementation or submission of those proposals to Council
6. To consider and make decisions on Reports and Recommendations from its own Committees, Sub-Committees and Panels and from the Portfolio Performance and Review Panels.

TRS/CONSTIT/SCH01.DOC  
190101

## **APPENDIX 12 PROTOCOL FOR PUBLIC PARTICIPATION AT MEETINGS**

This Protocol is agreed under Standing Orders for Meetings No 33. Members of the public may speak at meetings of Councillors on the terms set out below.

### **1. FULL COUNCIL MEETINGS**

1.1 Members of the public may not speak at meetings of the full Council, except:

- a) under Standing Order 38 when presenting a petition; or
- b) if the Council votes to suspend Standing Order 33 to enable them to do so.

### **2. APPEALS PANEL AND LICENSING PANEL MEETINGS**

2.1 This Protocol does not apply to Appeals Panel or Licensing Panel meetings. Those Panels carry out quasi-judicial functions, and have agreed procedures laying down the rules under which members of the public may address them.

### **3. CABINET, COMMITTEE AND REVIEW PANEL MEETINGS (INCLUDING SUB-COMMITTEES OF THOSE BODIES)**

3.1 Members of the public may speak at formally convened meetings of the Cabinet, a Committee, or a Review Panel (including any formally constituted Sub-Committees of those bodies), under the rules set out below.

3.2 Where:

- a) a meeting is to debate an issue which, in the opinion of the Chief Executive, is of extraordinary public interest; and
- b) the Chief Executive is of the view that the rules in this Protocol will not allow an adequate opportunity for public participation,

the Chief Executive, in consultation with the Chairman of the body which is to debate the issue, may agree special arrangements for public participation on the issue.

3.3 Where, following consultation with the Chairman of the body which is to debate the issue, the Chief Executive is of the opinion that public participation in any or all of the items on the agenda for that meeting would be inappropriate or unnecessary, having regard to other opportunities for the public to express their views to Councillors, he may decide that public participation will not be permitted for any or all of the items on the agenda for that meeting.

3.4 Paragraphs 3.5 to 3.7 do not apply to Planning Development Control Committee meetings. See paragraphs 3.8 to 3.10 for the rules for that Committee.

3.5 Meetings at which the Public may Speak

3.5.1 Members of the public may not speak at the Annual Meeting (held in May) of the Cabinet, Committees or Review Panels.

3.5.2 Members of the public may speak at special meetings of these bodies, but only on items that are on the agenda for the meeting.

3.5.3 Members of the public may speak at any other ordinary or programmed meetings of these bodies, on any matter within the terms of reference of the body, whether or not the matter is on the agenda for the meeting.

3.6 Time at which Public may Speak

3.6.1 All public remarks not relating to an agenda item shall be made in the public participation period immediately before the meeting starts.

3.6.2 All public remarks relating to an agenda item shall be made immediately after the Chairman calls the item, before members have started to debate it.

3.7 Rules and Time Limits for Public Participation

General rules

3.7.1 Time will be allocated on a first come, first served, basis. Members of the public are therefore encouraged to give as much notice as possible of their wish to speak.

3.7.2 No member of the public may speak for more than 3 minutes.

3.7.3 A member of the public may not speak more than once on the same subject at the same meeting, unless the Chairman of the meeting invites him to clarify his remarks.

3.7.4 Members of the public may not speak on items that are confidential or exempt from publication under legislation.

3.7.5 Members of the public may not participate in the Councillors' debate.

3.7.6 The Chairman of the meeting may rule that any public remarks are not appropriate and will not be accepted; for example if they are defamatory, frivolous or offensive. In such an instance the Chairman may disallow a person from speaking or continuing to speak.

Public participation before the meetings starts (3.6.1 above)

- 3.7.7 The public participation period before the start of the meeting shall not exceed 15 minutes.

Public participation on agenda items (3.6.2 above)

- 3.7.8 Where the public are speaking on an agenda item, the maximum time for public participation is 9 minutes, divided as follows:

Supporters of the recommendation in the report – 3 minutes

Objectors to the recommendation in the report – 3 minutes

Town or Parish Councils – 3 minutes.

The Chairman may limit the number of speakers from each of these three groups so that each person who is permitted to speak has an adequate opportunity to express their views. (As a guideline, three speakers from each group is normally the practical limit).

- 3.8 Planning Development Control Committee – Meetings at which the Public may Speak

- 3.8.1 Members of the public may not speak at the Annual Meeting of the Committee held in May.

- 3.8.2 Members of the public may speak at other meetings of the Committee, but only on items that are on the agenda for the meeting.

- 3.9 Planning Development Control Committee – Time at which Public may Speak

- 3.9.1 All public remarks shall be made immediately after the Chairman calls the relevant agenda item, before the members have started to debate it.

- 3.10 Planning Development Control Committee – Rules and Time Limits for Public Participation

- 3.10.1 A member of the public may speak only if he:

- a) has written to the Council, at least 10 days before the meeting, about the matter in question; and
- b) has notified the Council of his wish to speak by noon two working days before the date of the meeting.

- 3.10.2 No member of the public may speak for more than 3 minutes.

- 3.10.3 Each member of the public may speak only once on the same subject. He may respond to questions from members of the Committee, but otherwise may not speak again.



- 3.10.4 Members of the public may not speak on items that are confidential or exempt from publication under legislation.
- 3.10.5 Members of the public may not participate in the Councillors' debate.
- 3.10.6 Members of the public may not introduce new evidence at the meeting, or use visual display aids such as photographs or slides.
- 3.10.7 The Chairman of the meeting may rule that any public remarks are not appropriate and will not be accepted; for example if they are defamatory, frivolous or offensive. In such an instance the Chairman may disallow a person from speaking or continuing to speak.
- 3.10.8 The maximum time for public participation is 9 minutes for each agenda item, divided as follows:

Supporters of the recommendation in the report –  
3 minutes

Objectors to the recommendation in the report – 3 minutes

Town or Parish Councils – 3 minutes.

The Chairman may limit the number of speakers from each of these three groups so that each person who is permitted to speak has an adequate opportunity to express their views. (As a guideline, three speakers from each group is normally the practical limit).

## TERMS OF REFERENCE – INDUSTRIAL RELATIONS COMMITTEE

1. To act as an advisory body to the ~~Council~~ **Cabinet** on:
  - a) Major issues of concern to the Council and its employees, always provided that no question of individual discipline, grievance or grading shall be within the scope of the Committee unless referred to it by the Council, the **Cabinet** or ~~by the Policy and Resources Committee~~, a Panel or Committee of the Council
  - b) Any relevant matter referred to it by the ~~Policy and Resources Committee~~ **Council, Cabinet**, a Panel or Committee of the Council, the Chief Executive or by any of the trades unions
  - c) Negotiations to alter the local Terms and Conditions of Service of employees
  - d) Disputes about the applications and interpretation of conditions of service
  - e) Reviews of the conditions of employment, organisation and training of the Council's employees
  - f) Negotiations relating to procedural agreements, including disciplinary, disputes and grievance procedures
  - g) Such other matters as are specifically assigned to the Committee
2. To appoint such Sub-Committees or Panels as it deems necessary for the proper performance of its duties, provided that Areas Committees shall not be established without the prior consent of the Council.

## **APPENDIX 14 OPERATING PROCEDURES FOR INDUSTRIAL RELATIONS COMMITTEE**

### **(a) Publication of agenda and reports**

The agenda and reports will not be published to the public or the press. The Committee will operate more effectively if it meets in private, and its papers are not freely available. Decision making on employee issues will be under the auspices of the Cabinet, whose papers and meetings are open.

The Industrial Relations Committee supports any action that might be taken to allow the publication of the agenda and reports for internal use only.

### **(b) Union Regional Officers.**

While the press and general public will not be able to attend, Union Regional Officers can be distinguished from the press and public on the following grounds:

- ◆ The Employee Side would welcome access to the advice of their professional, regional advisers
- ◆ The Regional Officers can provide valuable insights into comparative practices in other authorities
- ◆ The GMB Union has yet to formally appoint a replacement branch officer (as at April 2001) and this Union is not therefore properly represented on the Committee at the moment
- ◆ The Regional Officers are well used to maintaining the confidentiality of the information involved. Indeed they may already have been giving advice on these issues as they are discussed between the personnel officers and the Employee Side.

There will therefore be a presumption that a Union Regional Officer from each of Unison, the Transport and General Workers' Union (T&G) and General and Municipal Boilermakers Union (GMB) may receive copies of the reports and agendas; attend the meetings; and also speak, at the invitation of the Chairman. The Committee has the right, on a majority vote of the members of the Committee who are present, to exclude them from the meeting for particular business.

### **(c) Public Participation**

As the meeting, together with its supporting papers, is not open to the press and public, a standard public participation period is not appropriate.

### **(d) Chairmanship**

The Chairman is elected and Vice-Chairman appointed at the first meeting of the Committee in each municipal year. Historically, the Chairmanship has rotated between the Employer's and Employee's sides. The Vice-Chairman is then from the "other" side. The rotation of the Chairmanship, and Vice-Chairmanship, will continue to alternate between the Employer's and Employee's sides, unless it is mutually agreed to vary the arrangements.

**(e) Employee Side Representation**

The employee side will continue to be represented by 8 union delegates, as now, with 5 from Unison, 2 from GMB and 1 from T&G. These will be nominated to the Committee's Secretary. Unions can amend their representation just by notifying the Secretary of the change, in writing.

**(f) Substitutes**

There should be flexibility for both the Employee Side and the Councillors to have standing substitutes, who can both speak and vote at the meeting. This would not be possible at a formal Committee meeting, but is possible at an advisory meeting. The use of substitutes will allow a wide range of input and views to be maintained.

**(g) Minutes of Meetings and Reports to Cabinet**

The minutes of meetings will be confidential, to allow them to be sufficiently detailed to be of practical value to the Committee's working operations. A report of their deliberations will be prepared for submission to Cabinet, by the Committee Administrator. The report will be presented to Cabinet by the Committee's Chairman, or Vice-Chairman if they are unable to attend.

**(h) Matters Arising**

Each agenda will include an item advising the Committee of the outcome of their decisions, including the decisions finally taken by the Cabinet.

**(i) Cancellation of Meetings**

The agreement of both the Chairman and the Vice-Chairman of the Committee will be obtained before any meeting is cancelled. Whenever possible, the meeting will be rescheduled to prevent too long a gap between meetings.

