



Date: 18 July 2022
Our ref: Cabinet/Agenda
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CABINET

28 JULY 2022

A meeting of the Cabinet will be held at 7.00 pm on Thursday, 28 July 2022 in the Council Chamber, Council Offices, Cecil Street, Margate, Kent.

Membership:

Councillor Ashbee (Chair); Councillors: Pugh, J Bayford, R Bayford, Kup and D Saunders

AGENDA

Item
No

Subject

1. **APOLOGIES FOR ABSENCE**
2. **DECLARATIONS OF INTEREST** (Pages 3 - 4)
To receive any declarations of interest. Members are advised to consider the advice contained within the Declaration of Interest advice attached to this Agenda. If a Member declares an interest, they should complete the [Declaration of Interest Form](#)
3. **MINUTES OF PREVIOUS MEETING** (Pages 5 - 12)
To approve the summary of recommendations and decisions of the Cabinet meeting held on 16 June 2022, copy attached.
4. **RAMSGATE FUTURE LEVELLING UP FUND PROJECTS THIRD PARTY GRANTS**
(Pages 13 - 36)
5. **NATIONAL LOTTERY HERITAGE FUND FOR THE LEVELLING UP FUND CLOCK HOUSE PROJECT** (Pages 37 - 40)
6. **TENANT AND LEASEHOLDER SERVICES KPI Q4** (Pages 41 - 88)

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Do I have a Disclosable Pecuniary Interest and if so what action should I take?

Your Disclosable Pecuniary Interests (DPI) are those interests that are, or should be, listed on your Register of Interest Form.

If you are at a meeting and the subject relating to one of your DPIs is to be discussed, in so far as you are aware of the DPI, you **must** declare the existence **and** explain the nature of the DPI during the declarations of interest agenda item, at the commencement of the item under discussion, or when the interest has become apparent

Once you have declared that you have a DPI (unless you have been granted a dispensation by the Standards Committee or the Monitoring Officer, for which you will have applied to the Monitoring Officer prior to the meeting) you **must**:-

1. Not speak or vote on the matter;
2. Withdraw from the meeting room during the consideration of the matter;
3. Not seek to improperly influence the decision on the matter.

Do I have a significant interest and if so what action should I take?

A significant interest is an interest (other than a DPI or an interest in an Authority Function) which:

1. Affects the financial position of yourself and/or an associated person; or
Relates to the determination of your application for any approval, consent, licence, permission or registration made by, or on your behalf of, you and/or an associated person;
2. And which, in either case, a member of the public with knowledge of the relevant facts would reasonably regard as being so significant that it is likely to prejudice your judgment of the public interest.

An associated person is defined as:

- A family member or any other person with whom you have a close association, including your spouse, civil partner, or somebody with whom you are living as a husband or wife, or as if you are civil partners; or
- Any person or body who employs or has appointed such persons, any firm in which they are a partner, or any company of which they are directors; or
- Any person or body in whom such persons have a beneficial interest in a class of securities exceeding the nominal value of £25,000;
- Any body of which you are in a position of general control or management and to which you are appointed or nominated by the Authority; or
- any body in respect of which you are in a position of general control or management and which:
 - exercises functions of a public nature; or
 - is directed to charitable purposes; or
 - has as its principal purpose or one of its principal purposes the influence of public opinion or policy (including any political party or trade union)

An Authority Function is defined as: -

- Housing - where you are a tenant of the Council provided that those functions do not relate particularly to your tenancy or lease; or
- Any allowance, payment or indemnity given to members of the Council;
- Any ceremonial honour given to members of the Council
- Setting the Council Tax or a precept under the Local Government Finance Act 1992



If you are at a meeting and you think that you have a significant interest then you **must** declare the existence **and** nature of the significant interest at the commencement of the matter, or when the interest has become apparent, or the declarations of interest agenda item.

Once you have declared that you have a significant interest (unless you have been granted a dispensation by the Standards Committee or the Monitoring Officer, for which you will have applied to the Monitoring Officer prior to the meeting) you **must:-**

1. Not speak or vote (unless the public have speaking rights, or you are present to make representations, answer questions or to give evidence relating to the business being discussed in which case you can speak only)
2. Withdraw from the meeting during consideration of the matter or immediately after speaking.
3. Not seek to improperly influence the decision.

Gifts, Benefits and Hospitality

Councillors must declare at meetings any gift, benefit or hospitality with an estimated value (or cumulative value if a series of gifts etc.) of £25 or more. You **must**, at the commencement of the meeting or when the interest becomes apparent, disclose the existence and nature of the gift, benefit or hospitality, the identity of the donor and how the business under consideration relates to that person or body. However you can stay in the meeting unless it constitutes a significant interest, in which case it should be declared as outlined above.

What if I am unsure?

If you are in any doubt, Members are strongly advised to seek advice from the Monitoring Officer or the Committee Services Manager well in advance of the meeting.

If you need to declare an interest then please complete the declaration of [interest form](#).

CABINET

Minutes of the meeting held on 16 June 2022 at 7.00 pm in Council Chamber, Council Offices, Cecil Street, Margate, Kent.

Present: Councillor Ash Ashbee (Chair); Councillors Pugh, J Bayford, R Bayford, Kup and D Saunders

In Attendance: Councillors Albon, Crittenden, Fellows, Garner, Keen, M Saunders, Shonk, Whitehead and Wing

816. APOLOGIES FOR ABSENCE

There were no apologies received at the meeting.

817. DECLARATIONS OF INTEREST

There were no declarations of interest.

818. MINUTES OF PREVIOUS MEETING

Councillor Ashbee proposed, Councillor Pugh seconded and Members agreed the minutes as a correct record of the meeting held on 19 April 2022.

819. OVERVIEW AND SCRUTINY PANEL REVIEW REPORT ON COASTAL WASTE COLLECTION PRACTICES

Cabinet considered the coastal waste review report with recommendations from the Overview and Scrutiny Panel. Members agreed that these recommendations would best be further considered in more depth in the autumn when officers would not be as busy as they currently were. Members were advised that some of the issues raised in the recommendations had been looked at before, and had already been addressed. Officers were continually looking for ways to further control litter.

With regards to the review of the council's corporate priorities, it was advisable that at this stage of the council cycle, that such a review may be more appropriate to be conducted by the incoming Administration after the 2023 May Local Government Elections. Members acknowledged that litter continues to be a serious problem. There was a need for cultural change to the problem of littering in order to help manage the problem.

The following Members spoke under Council Procedure Rule 20.1:

Councillor Austin;
Councillor Albon;
Councillor Wing;
Councillor Keen.

Cabinet notes the report and instructs officers, in conjunction with the relevant portfolio holders, to undertake a comprehensive review of all the matters raised in the OSP report and to report back to Cabinet before the end of the year.

820. APPROVAL OF TLS, RESIDENT INVOLVEMENT STRATEGY 2022-2025

Members considered the report and were advised that for a housing provider to be compliant with regulations set by the Regulator for Social Housing, they must develop a

clear resident engagement strategy. The government's Housing white paper also addressed the issue of engaging residents by introducing a measure on respectful and meaningful resident engagement, in the suite of performance indicators being developed by the regulator.

Cabinet considered it important to embed a culture of listening to and working with tenants to improve services, and tackle the stigma that some residents experienced. The tenant and leaseholder services had kick-started this with the development of this strategy. This Strategy set its own aspiration which was 'Bringing voices together - collaboration of residents and officers.'

Cabinet was aware that involving residents would help provide the service that residents needed which in turn would increase residents' satisfaction and help foster a culture of transparency and respect between the Council and residents. The strategy was co-developed with a residents' focus group. Cabinet had also listened to the wider residents' contributions that took part in two public consultations last year and reflected on existing and future requirements for landlords.

From this there were 5 objectives that were developed for the tenant and leaseholder services to achieve and these were as follows:

1. To ensure residents influence services;
2. To develop a resident involvement structure that enables residents to influence and scrutinise services;
3. To ensure our services benefit from residents' involvement and residents feel valued;
4. To benefit from a broader range of experiences and ideas;
5. To support residents to get involved

Councillor Whitehead spoke under Council Procedure 20.1.

Councillor Jill Bayford proposed, Councillor Bob Bayford seconded and Cabinet approved the adoption of the new Resident Involvement Strategy.

821. APPROVAL OF TLS, RESIDENT INVOLVEMENT EXPENSES AND INCENTIVE POLICY

Members agreed that in order for the Residents Involvement Strategy discussed earlier to be effective, there was a need to remove barriers for the wider residents' participation. This Residents Involvement Expenses and Incentive Policy partly addressed objective 5 in the Resident Involvement strategy; which is to support residents to get involved.

The policy helps break down some engagement barriers, by ensuring residents are reimbursed for expenses incurred as a result of getting involved, making the reimbursement of expenses clear, easy and transparent for residents to see what they would be able to claim for and for our officers to administer. The Policy also sets out how we will use incentives to maximise and engage a broader range of residents.

Councillor Whitehead spoke under Council Procedure 20.1.

Councillor Jill Bayford proposed, Councillor Saunders seconded and Cabinet approved the adoption of the new Resident Involvement Expenses and Incentives Policy.

822. FIRST HOMES INTERIM POLICY STATEMENT

The First Homes initiative had been established by the Central Government to help make home ownership more affordable to first time buyers. First Homes were sold on the

market with a discount of at least 30% against the market value and the discount would need to be higher in some areas of the district. After the discount was applied the first sale must be at price no higher than £250,000. First Homes could only be sold to people who meet the eligibility criteria which were set out in the Cabinet report, and if they were subsequently sold on, the same discount must be applied. The ranges of discounts to be applied in Thanet were set out in Table 1 (p4) of the Interim Policy Statement.

First Homes were delivered as part of the affordable housing requirement and secured through Section 106 planning obligations. All residential development of more than 10 units were required (in Local Plan Policy SP23) to provide 30% affordable housing. Of the affordable housing, 25% would be First Homes, 5% Intermediate and 70% Social/Affordable rent.

The Local Plan policy setting out the requirement for affordable housing (SP23) would be updated to reflect the requirement for the provision of First Homes and this would be included in the Local Plan Review. In the meantime, this Interim Policy Statement was being proposed for adoption for Development Management purposes so that the provision of First Homes could be requested prior to the completion of the Local Plan Review.

Councillor Whitehead spoke under Council Procedure 20.1.

Councillor Ashbee proposed, Councillor Bob Bayford seconded and Cabinet agreed to recommend to Full Council that the First Homes Interim Policy Statement for Development Management Purposes be adopted.

823. 2019-2023 CORPORATE STATEMENT - PROGRESS UPDATE

This report summarises a review of some of the achievements made by the Council as measured against the 2019-2023 Corporate Statement.

Councillor Ashbee proposed, Councillor Pugh seconded and Members agreed to note the progress, made to date, in achieving the 2019-2023 Corporate Statement and supporting Core Business Objectives.

824. ASSET MANAGEMENT - RAMSGATE MARKET

The council was proposing to carry out a full procurement exercise (not a PIN as previously) to secure a new operator at a fee of £250 per market and this was an already reduced rate and in line with what TDC charged other markets in the locality.

In order to operate Street Trading from Ramsgate High Street, Queen Street and King Street, the Council should seek to remove the Street Trading and Hawking restriction for this area in order to designate the High Street as a Licensed Street for the purposes of Street Trading.

The following Members spoke under Council Procedure Rule 20.1:

Councillor Crittenden;
Councillor Austin;
Councillor Albon;
Councillors Wing.

Councillor Saunders proposed, Councillor Jill Bayford seconded and Cabinet agreed the following:

1. To remove Street Trading and Hawking restrictions on the High Street, King Street and Queen Street, Ramsgate to facilitate an outdoor market;

2. To give delegated authority to the Director of Law and Democracy to prepare and complete the relevant Agreement(s) on terms to be agreed.

825. REVISIONS TO THE LOCAL DEVELOPMENT SCHEME (LDS - LOCAL PLAN WORK PROGRAMME)

Cabinet considered the revisions to the Local Development Scheme (Work Programme). Every local planning authority had to “prepare and maintain” a work programme for its Local Plan-related work, known as the Local Development Scheme (LDS). This was a requirement under the Planning & Compulsory Purchase Act 2004. In December 2021, Cabinet agreed a new Local Development Scheme (LDS). The LDS needed to be updated, to reflect changes in circumstances affecting Local Plan progression, and these were set out in the report.

The Local Plan Inspectors’ report identified the future of Manston Airport as a matter for the Local Plan update, to take into account the decision on the Development Consent Order. However, a final decision on the DCO was still awaited. In addition, the Inspectors identified the need for a review of the local housing need figures under the Government’s “standard method”. However, the Government was currently reviewing the “standard method”, and as yet, no announcement had been made regarding any detailed changes to be made to the methodology. The Council was assessing the impact of the changes to planning set out in the draft Levelling Up & Regeneration Bill, which could also affect the nature of the Local Plan, and the timetable.

The Council was also currently pursuing a number of lines of enquiry to ensure that it could meet the identified need for Gypsy and Traveller accommodation in the Local Plan Update and to bring forward a site to meet the immediate accommodation needs of Gypsies and Travellers.

For these reasons, it was considered that the timetable set out in the current LDS was not realistic, and a new timetable to reflect the issues had to be considered.

The following members spoke under Council Procedure Rule 20.1:

Councillor Garner;
Councillor Albon;
Councillor Whitehead.

Councillor Ashbee proposed, Councillor Bob Bayford seconded and Cabinet agreed the proposals for the revised Local Development Scheme.

826. APPROVAL TO COMMENCE PROCUREMENT ACTIVITIES OF KEY GOVERNMENT FUNDED PROGRAMMES

Cabinet was requested to consider approving the commencement of procurement activities of key government funded programmes. This was a reflection that the Council was now in a position to start delivery on some of the Margate Town Deal, Future High Street Fund and Ramsgate Levelling Up Fund projects which were externally funded by the Department for Levelling up, Housing and Communities. As this was a key decision, Cabinet decision was required for the incurring of this expenditure by the Council.

These projects supported the Council’s corporate priority for Growth, by encouraging regeneration. The projects had already received budget approval and had been incorporated into the Council’s 2022/23 capital programme. The projects were also fully funded from external grant funding allocations, with an approved programme of projects.

The following Members spoke under Council Procedure Rule 20.1:

Councillor Austin;
Councillor Albon;
Councillor Wing.

Cabinet agreed:

1. To approve the commencement of procurement activities that exceed £250,000 for the Margate Town Deal, Ramsgate Levelling Up Fund and Future High Street Fund, funded from the DLUHC, as detailed at section 2.1;
1. That the Director of Regeneration and Director of Law and Democracy are authorised to agree appropriate contracts for works and grant payments, based on approval from the Director of Finance.

827. ASSET MANAGEMENT - WESTBROOK LOGGIA

Cabinet received an update following the Feasibility Study commissioned for the Westbrook Loggia building. The Council commissioned Fourth Street with architect Purcell and Quantity Surveyors, Betteridge & Milsom to complete a Feasibility Study that considered the opportunities for the redevelopment of the Westbrook Loggia site, including the types of uses. This was informed by evidence and community engagement.

Members were pleased that over 800 people took part in the engagement activity, and agreed that the report by Fourth Street was comprehensive and well informed. The report was clear as the consultant went the extra mile to ensure that they understood the site, and the destination with good knowledge of other coastal places and sites that supported this work.

The Loggia is a wonderful building in a prime location for both residents and visitors, and as the report highlights, it has significant opportunity. We have considered the Council's role in delivering such a scheme ourselves; however with so many external funded projects being delivered by the Council, it makes sense that we take this out to the marketplace for the private sector to take a scheme forward.

Members were very clear that Cabinet wanted to see something that adds value to the whole destination throughout the year, not just seasonal improvements to Westbrook Bay and provided a service for residents. It was therefore a good approach to sell the site through a conditional sale with specific conditions relating to use, development timescales and with a buy back in the event of failure to deliver.

Cabinet agreed to:

1. Note the independent Feasibility Study in Annex 1 (to the cabinet report), into the options for the Westbrook Loggia;
2. Progress the Westbrook Loggia through the disposal framework identified in Option 2 (to the report), with specific sale conditions relating to use, development timescales and buy back in the event of failure to deliver;
3. Give delegated authority to the Disposal Surveyor in consultation with the Director of Property to market the property and negotiate relevant sale terms;
4. Give delegated authority to the Director of Property in consultation with the Portfolio Holder to enter into a binding sale contract.

828. PORT OF RAMSGATE, REPLACEMENT OF BERTH 4/5 - PROJECT UPDATE

Cabinet received an update for the replacement of Berth 4/5 at the Port of Ramsgate. The project had been delayed in 2020 to enable an environmental impact assessment to be undertaken. The assessment was completed and the Council planning application seeking permission for the replacement berth was granted by the planning committee on 18 May 2022. The marine licence was issued on 27 May 2022.

The project had started in earnest and dredging had commenced and marine works were expected in late July 2022. Berthing works were anticipated to be completed by the end of August this year.

Councillor Wing and Councillor Albon spoke under Council Procedure 20.1.

Councillor Ashbee proposed, Councillor Bob Bayford seconded and Members agreed to note the content of the update report.

829. REPRESENTATION ON EXECUTIVE APPOINTED OUTSIDE BODIES FOR 2022/23

Cabinet considered the Leader's nominations for the Executive Appointed Outside Bodies for 2022/23. The Council through Cabinet was responsible for nominating representatives to the executive appointed outside bodies in order for the representatives to express the views of the Council to those bodies on the work they undertake, and to feed back to the Council issues emerging from those bodies that relate to Council activities.

Cabinet agreed the list of nominations to the Executive-related outside bodies as shown at Annex 1 (to the cabinet report) and as detailed below.

List of Executive Appointed Outside Bodies Nominations for 2022/23

Name of Outside Body	No. of Reps	Nomination
British Ports Association	1	Cllr Ashbee
British Destinations Association (AGM, Annual Conference and Executive Meetings)	1	Cllr Pugh
Community Safety Partnership	1	Cllr Kup
Domestic Violence Forum	1 + 1 sub	Cllr Jill Bayford
East Kent Opportunities Ltd	1	Cllr Ashbee
East Kent Spatial Development Company	1	Cllr Pugh
Kent Police and Crime Panel	1	Cllr Kup
Local Government Association Coastal Special Interest Group	1	Cllr Pugh
Local Government Association District Councils' Network	1	Cllr Ashbee
Local Government Association (General Assembly)	1	Cllr Ashbee
Local Government Association Strategic Aviation Specialist Interest Group	1	Cllr Ashbee
Manston Skills and Employment (MSE) Board	1	Cllr Pugh
Margate Town Partnership	1	Cllr Pugh
South East England Councils	1	Cllr Ashbee
Supporting People in Kent Commissioning Body	1	Cllr Jill Bayford
Thanet (Ramsgate) Harbour Users' Groups	1 + reserve	Cllr Ashbee Cllr Bob Bayford
Thanet Quality Bus Partnership	1	Cllr Wright
Tourism South East	1	Cllr Pugh
Your Leisure Thanet Sub Group	2	Cllr Ashbee

		Cllr Bob Bayford
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830. EXCLUSION OF PUBLIC AND PRESS

Councillor Ashbee proposed, Councillor Pugh seconded and Cabinet agreed that the public and press be excluded from the meeting for agenda item 16 as it contains exempt information as defined in Paragraph 3 of Schedule 12A Part 1 of the Local Government Act 1972.

Live streaming of the meeting was ended and Cabinet went into a private session.

831. FOOD SERVICE PLAN AND ENFORCEMENT POLICY

Cabinet considered the proposed Food Service Plan and Enforcement Policy and was advised that the local authority was responsible for the enforcement of food safety legislation and this function was regulated by the Food Standards Agency.

The Food Law Code of Practice was regulatory guidance that was in place and should be followed by all local food enforcement authorities. The Code sets out how food hygiene work would be undertaken and enforcement carried out by the authority. The Code required the local authority to have in place at all times a food service plan and food safety enforcement policy.

Councillor Jill Bayford proposed, Councillor Bob Bayford seconded and Members agreed to recommend the Service Plan and Enforcement Policy to Full Council.

Meeting concluded: 8.47 pm

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Ramsgate Levelling Up Fund: Third Party Grant

Cabinet	28 July, 2022
Report Author	Louise Askew, Director of Regeneration
Portfolio Holder	Cllr Reece Pugh, Deputy Leader and Cabinet Member for Economic Development
Status	For Decision
Classification:	Unrestricted
Key Decision	Yes
Reasons for Key	An executive decision which involves the incurring of expenditure exceeding £250,000
Ward:	Newington

Executive Summary:

This paper requests the approval of Cabinet to agree to provide a grant in order to deliver the Ramsgate Levelling Up Fund project Access to Opportunities. This project has already been identified and approved, and as the Accountable Body, Thanet District Council will receive the funding to be allocated against pre-agreed projects. In certain cases, these projects are proposed to be delivered by a third party, through a formally agreed grant, and in this situation the third party is the Newington Community Association. Where these grants exceed £250,000 Cabinet are required to approve these allocations.

Recommendation(s):

1. Approve the use of Grants which exceed £250,000 to third parties to deliver the agreed Department of Levelling Up Housing and Communities funded project:
 - Up to £500,000 to Newington Community Association to deliver the Access to Opportunities Project in Newington Community Centre.
2. The grant agreement is signed under Deed, by the Director of Law and Democracy, and the Director of Finance and S151 Officer, and is witnessed by a Member of the Council.

Corporate Implications

Financial and Value for Money

The Council is the Accountable Body for the Levelling Up Fund. The Council has the below in place to deal with matters relating to the funding, management, and assurance protocols are in place to:

- Ensure decisions are made in accordance with good governance principles
- Ensure transparency requirements are met
- Provide a Local Assurance Process
- Receive and account for the funding allocation
- Monitor and evaluate the delivery of individual projects
- Submit regular reports to DLUHC

For the Levelling Up Funded Projects an internal Management Board has been established and a Programme Scrutiny Panel to ensure the projects are being delivered in line with good project management principles - keeping to time, budget, quality and reviewing the risks.

For this project, to substantiate payment, as part of the Grant Agreement there will be a requirement that reports and evidence of invoices are provided on a monthly basis.

The Section 151 Officer is required to scrutinise and approve regular monitoring returns (quarterly) to DLUHC. These returns will cover actual and forecast spend, alongside output metrics. These returns will cover actual and forecast spend, alongside output metrics. The grant documents will require the Monitoring and Evaluation reports to be completed by the third party.

Legal

There are no legal implications arising directly from this report.

Annex 1 is a standard grant document which was developed by an external legal team, to give the Council the confidence that the grant will be delivered in accordance with the requirements placed on the Council as the Accountable Body. This document has been shared with Regeneration, Finance and Legal Officers to agree the draft. Each of these grant agreements will include specific requirements relating to the project and the entity delivering the project. For Grants exceeding £1,000,000 this will be commissioned through the external legal team.

Corporate

The Ramsgate Levelling Up Fund Project delivers against the Council's corporate priority for Growth, including encouraging the rejuvenation of our towns, creating new opportunities to gain skills and therefore employment.

Equality Act 2010 & Public Sector Equality Duty

Members are reminded of the requirement, under the Public Sector Equality Duty (section 149 of the Equality Act 2010) to have due regard to the aims of the Duty at the time the decision is taken. The aims of the Duty are: (i) eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Act, (ii) advance equality of opportunity between people who share a protected characteristic and people who do not share it, and (iii) foster good relations between people who share a protected characteristic and people who do not share it.

Protected characteristics: age, sex, disability, race, sexual orientation, gender reassignment, religion or belief and pregnancy & maternity. Only aim (i) of the Duty applies to Marriage & civil partnership.

CORPORATE PRIORITIES

This report relates to the following corporate priorities: -

- Growth
- Communities

1. Introduction and Background

- 1.1. One project within the successful Ramsgate Levelling Up Fund was the delivery of Access to Opportunities provision within Newington, which includes the creation of a training kitchen facility. As the monies are limited, the project needs to be based within an existing building, and the most suitable site identified is the Newington Community Centre. The Community Centre is leased to Newington Community Association who have agreed that, with support from Thanet District Council, they can directly deliver this project. With Thanet District Council being the accountable body for the funding streams, these funds will be passed onto the third party via a grant, to enable delivery.
- 1.2. Officers have been actively working with the Newington Community Association and Starling CIC to develop this project and develop the grant agreements referred to in the Legal section of this report (Annex 1), and funding has now been allocated by the Department for Levelling Up, Housing and Communities.
- 1.3. Newington Community Association and Starling CIC have also requested a Thanet District Council officer to be part of their steering group to ensure continued involvement and support throughout the project.

2. Grant Agreements

- 2.1. To ensure accountability and to safeguard our responsibilities as the Accountable Body, Thanet District Council has commissioned Sharpe Pritchard LLP to develop two forms of grant agreements. These grants agreements aim to ensure we have safeguards in place including:
 - a. The achievement of the outcomes;
 - b. The delivery of the projects in accordance with our requirements;
 - c. The appropriate use of the funds;
 - d. Ensuring that reporting, monitoring arrangements are in place;
 - e. Auditing systems are in place;
 - f. Adherence to statutory duties including procurement, EqIA, Data Protection, Fraud and Corruption.
- 2.2. The first, is a generic grant agreement template which can be adapted for use for grants of below £1,000,000. The second is a bespoke agreement, developed specifically for a project, that is over £1,000,000.

3. Corporate Governance of the Grants

- 3.1. It is essential that as the accountable body Thanet District Council has established processes in place to ensure that this money is safeguarded. So in addition to the initial Grant Agreement, internal monitoring processes will be established, overseen by our internal projects managers, which will include:
- a. Receiving and reviewing all financial spends and forecasts;
 - b. Reviewing all project milestones to ensure these are being delivered in accordance with the project plan;
 - c. Ad hoc site visits;
 - d. Monthly progress meetings;
 - e. Audits to ensure appropriate reporting mechanisms are in place;
 - f. Financial audits to ensure propriety of funds.
- 3.2. All these reporting activities will then be reported to our internal governance structures including the:
- a. Levelling Up Funds Programme Management Board;
 - b. Levelling Up Fund Programme Scrutiny Panel for Ramsgate;
 - c. Corporate Management Team;
 - d. Cabinet.

4. Options

- 3.1 Cabinet approves provision of a grant of up to £500,000 to Newington Community Association, to allow the delivery of the Access to Opportunities Levelling Up Fund project funded by the DLUHC.
- 3.2 If this grant is not allocated to the Newington Community Association the Council will need to identify another delivery partner in order to deliver the project, or there would be a requirement to return the funding, and the benefits associated with this project would not be achieved.

Contact Officer: *Louise Askew, Director of Regeneration*
Reporting to: *Bob Porter, Director of Housing and Planning*

Background Papers

Cabinet: 8 June, 2021 - approved submission of a Levelling Up Bid to the 18 June 2021 deadline
Council: 12 January, 2022 - approval of addition of the Levelling Up Fund Projects For Ramsgate And Margate to the Capital Programme

Annex 1: Final Draft Grant Agreement

Corporate Consultation

Finance: Chris Blundell, Director of Finance and Section 151 Officer

Legal: Estelle Culligan, Director of Law and Democracy

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DATED

202[2]

(1) THANET DISTRICT COUNCIL

AND

(2) [NAME OF RECIPIENT]

GRANT AGREEMENT

AGREEMENT DETAILS

DATED: [INSERT] *[Drafting guidance (to be deleted once completed): Once both parties have signed the next page, this section is to be dated and this then completes the contract.]*

Funder:	Thanet District Council (the “Funder”)	
Funder’s address	Council Offices, P.O.Box 9, Cecil Street, Margate, CT9 1XZ	
Recipient	[NAME] OR [COMPANY NAME] Limited (Company number [NUMBER]) (the “Recipient”)	
Recipient’s address	The Recipient’s principal address/registered office at [ADDRESS] OR Company registered office: [ADDRESS]	
Grant	The sum of £[AMOUNT] to be paid to the Recipient in accordance with this Agreement.	
Grant Period	The period for which the Grant is awarded starting on the Commencement Date and ending on [DATE BY WHICH THE GRANT MUST BE SPENT].	
Project	[INSERT DETAILS OF THE PROJECT TO BE FUNDED BY THE GRANT]	
	<i>[Drafting guidance (to be deleted once completed): It is important to be specific and, where appropriate, include specific project outcomes here. The terms and conditions included refer back to this definition of “Project” and it is this referring back which limits how the Grant can be spent. For example (from clause 2.2.) “The Recipient shall not make any significant change to the Project without the Funder’s prior written agreement”.]</i>	
Outcome		
	<i>[Drafting guidance (to be deleted once completed): Include here a headline intended outcome for the Project. E.g. “Regeneration of [area]”, or “Construction of [item]”, “New full time role of [role] onboarded”, etc”.]</i>	
Grant Payment Timetable	Amount of Grant Payable	Date of (or trigger for) Payment
	[INSERT PROPORTION OF GRANT PAYABLE UPON DATE/TRIGGER]	[INSERT DATE OR MILESTONE]
	[...]	[...]
	<i>The additional rows will only be needed if the Grant is to be drawn down in</i>	

Agenda Item 4

Annex 1

<p>sections/upon achievement of milestones.</p> <p>Where a proportion of the Grant is payable upon a certain date then the date should be inserted alongside the corresponding Grant amount that can be drawn at that time. Where a proportion of the Grant is payable upon the achievement of a milestone, details of such milestone should be inserted.]</p>	<p>[...]</p>	<p>[...]</p>
<p>Grant Budget</p> <p>(If applicable)</p> <p>[Drafting guidance (to be deleted once completed): Where the Council wants to determine how the Grant is allocated towards costs of the Project in more detail, then it can insert details here which breakdown aspects of the Project and how much of the overall Grant can be allocated towards each of them (e.g. the Council could limit costs which could be spent towards administration or individual project-specific items).]</p>	<p>Item of Expenditure</p>	<p>Budget (in UK Sterling)</p>
	<p>[INSERT ITEM OF PROJECT WHICH CAN BE FUNDED BY CORRESPONDING BUDGET]</p>	<p>[ALLOCATED BUDGET]</p>
	<p>[...]</p>	<p>[...]</p>
<p>Funder Representative</p> <p>[Drafting guidance (to be deleted once completed): In this box the Council should insert the details of the appropriate representative who will oversee the implementation and delivery of the grant agreement. They are also the first escalation should there be an dispute arising.]</p>	<p>Name: [INSERT]</p> <p>Title: [INSERT]</p> <p>Email: [INSERT]</p> <p>Telephone: [INSERT]</p>	
<p>Recipient Representative</p>	<p>Name: [INSERT]</p> <p>Title: [INSERT]</p> <p>Email: [INSERT]</p> <p>Telephone: [INSERT]</p>	
<p>Commencement Date</p>	<p>The date when both parties have signed this Agreement.</p>	
<p>Additional Funding/Matched Funding</p> <p>[Drafting guidance (to be deleted once completed): Include any details here in relation to any matched funding or additional funding arrangements for the Project. Delete this box if not relevant.]</p>	<p>The Recipient shall inform the Funder as soon as practicable of any change to the terms of any Additional Funding or Matched Funding in relation to the Project.</p> <p>The Funder will not in any circumstance be required to pay the Grant to the Recipient and the Recipient has no right to the Grant unless and until the Funder has confirmed in writing that it has received evidence in writing from the Recipient that any required Additional Funding/Matched Funding has been received by the Funder and that</p>	

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	<p>additional funding (and any terms thereof) is to the satisfaction of the Funder at its sole discretion.</p>
<p>Special Terms</p> <p><i>[Drafting guidance (to be deleted once completed): This section is to be used for any specific amendments that are required to the standard terms and conditions attached to this front page. Where a clause in the standard terms does not reflect the Project closely enough, it can be deleted or amended pursuant to this box. A couple of items to consider are:</i></p> <ul style="list-style-type: none"> - <i>Clause 6.2 (Reporting). If additional reporting requirements are required (or at different intervals in addition to quarterly, add in details here).</i> - <i>Clause (Commencement): Amend the clawback mechanism timeline from 6 months if this is not appropriate for the Project.</i> - <i>Clause (Insurance): Amend the required insurance levels as appropriate to the project.</i> <p><i>Consider any back-to-back requirements. If there are obligations on the Council (e.g. where the Council is party to its own grant agreement/terms with Government in relation to the funding) these should be reflected here.</i></p> <p><i>Additionally, new clauses can be added in here if there are project-specific or grant-specific details which the Council wishes to require the Recipient to follow.]</i></p>	<p>In the Conditions:</p> <p>[(a) Clause [NUMBER] deleted: The entire text of clause [NUMBER] is deleted and replaced with the words "Not used"].</p> <p>[(b) Clause [NUMBER] added: This clause is inserted into the Agreement Conditions: [NEW CLAUSE]].</p> <p>[(c) Clause [NUMBER] amended: This clause is amended to read as follows: [AMENDED CLAUSE IN FULL].]</p> <p>In addition to the Conditions, the following provisions will apply to this Agreement:</p>

1. This Agreement is made up of these Agreement Details and the Agreement Conditions.
2. If there is any conflict or ambiguity between the terms of the Agreement Details and the Agreement Conditions, the Agreement Details shall have priority and prevail over the Agreement Conditions.

This DEED has been entered into on the date stated at the beginning of it.

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Option 3: (Company) Signed by 1 director in the presence of an independent witness:

EXECUTED as a **DEED**)
by **[NAME OF RECIPIENT]**)
acting by **[NAME OF DIRECTOR]**,)
a director, in the presence of:)

Signature of Director

.....
Signature of Witness

.....
Name of Witness

.....
.....
.....
Address of Witness

.....
Occupation of Witness

Option 4: (Charity) Please note if the Recipient is a Charity please contact TDC legal to undertake review on whether those signing the deed have authority to do so, and that the charity itself has capacity to enter into the agreement)

Signed as a deed by)
[NAME OF THE TRUSTEE])
in the presence of:)

Signature of Trustee

.....
Signature of Witness

.....
Name of Witness

.....
.....
.....
Address of Witness

.....
Occupation of Witness

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GRANT AGREEMENT
AGREEMENT CONDITIONS

RECITALS

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Agreement	means this agreement between the Funder and the Recipient in accordance with the Agreement Details and these Agreement Conditions.
Agreement Conditions	these terms and conditions set out in clause 1 to 28.
Agreement Details	means the front cover table attached to these Agreement Conditions which set out the specific details of this Agreement.
Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Data Protection Legislation:	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
Governing Body	the governing body of the Recipient including its directors or trustees.
Ineligible Expenditure	each of the ineligible items contained in Schedule 1.
Intellectual Property Rights	all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

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Know-How	information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.
Prohibited Act	<p>(1) offering, giving or agreeing to give any gift or consideration of any kind as an inducement or reward for:</p> <p>(a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or</p> <p>(b) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;</p> <p>(2) entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;</p> <p>(a) committing any offence:</p> <p style="padding-left: 20px;">(i) under the Bribery Act;</p> <p style="padding-left: 20px;">(ii) under legislation creating offences in respect of fraudulent acts; or</p> <p>(b) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or</p> <p>(c) defrauding or attempting to defraud or conspiring to defraud the Funder.</p>
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project (including any additional or matched funding), it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide

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the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Funder shall pay the Grant to the Recipient in accordance with the Grant Payment Timetable, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.
- 3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with any agreed budget. Where the parties have agreed a Grant Budget and included details of this in the Agreement Details, the amount of the Grant that the Recipient may spend on any item of expenditure listed in column 1 of the Grant Budget shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of the Funder.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the Grant Budget together with a clear description of what that funding shall be used for.
- 4.3 The Recipient shall not use the Grant to:
 - 4.3.1 make any payment to members of its Governing Body;
 - 4.3.2 purchase buildings or land;
 - 4.3.3 make any payment in any way in relation to any of the Ineligible Expenditure; or
 - 4.3.4 pay for any expenditure commitments of the Recipient entered into before the Commencement Date,unless this has been approved in writing by the Funder.
- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.5 The Recipient shall not enter into any contracts or permit any payments to third parties funded in whole or part by the Grant unless those contracts or payments are made in accordance with the prevailing procurement regime in effect in the UK from time to time as well as any minimum requirements set by the Funder from time to time.
- 4.6 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use for purposes as agreed between the parties.

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- 4.7 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant, Additional Funding or Matched Funding for a period of at least seven years following receipt of any monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards to accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 The Recipient shall on request provide the Funder or its auditors with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.3 The Recipient shall permit any person authorised by the Funder or its auditors such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.4 The Recipient shall permit any person authorised by the Funder to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.5 The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether and to what extent the Project has been successfully and properly completed in accordance with the Outcome and include details on how funding received was allocated across the Project.

Quarterly Financial and Operational Report

- 6.6 The Recipient shall provide the Funder with a financial report and an operational report on its use of the Grant or any Matched Funding and delivery of the Project every quarter and in such formats as the Funder may reasonably require. The Recipient will provide a template format for such report which details reporting requirements for the Funder's approval. The Recipient shall provide the Funder with each report within three months of the last day of the quarter to which it relates or at any such other intervals as required by the Funder.

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- 6.7 The Recipient shall keep informed of any changes to funding terms of any third-party funding (for example any Additional Funding or Matched Funding) and will, as part of the financial report and operational report, disclose any changes to the Funder. Where the Funder becomes aware of any such changes in funding terms it shall inform the Recipient where it is practicable and permissible to do so.
- 6.8 Along with its first quarterly financial report, the Recipient shall provide the Funder with a risk register and insurance review in the format provided by the Funder. The Recipient shall, amongst others, address the health and safety of its staff in the risk register.

7. PUBLICITY

- 7.1 The Recipient shall not publish any material referring to the Funder or the Grant without the prior written agreement of the Funder.
- 7.2 The Recipient agrees to participate in and cooperate with promotional activities (including any use of required logos) relating to the Project that may be instigated, organised or otherwise required by the Funder.
- 7.3 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice or the Recipient's consent.
- 7.4 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of this Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- 9.2.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- 9.2.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- 9.2.3 is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the

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receiving party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

- 10.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 10.2 The Recipient shall:
- 10.2.1 provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;
 - 10.2.2 transfer to the Funder all requests for information relating to this Agreement that it receives as soon as practicable and in any event within two (2) working days of receipt;
 - 10.2.3 provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within five (5) working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and
 - 10.2.4 not respond directly to a request for information unless authorised in writing to do so by the Funder.
- 10.3 The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this Agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

11. DATA PROTECTION

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- 12.1.1 the Recipient uses the Grant or any Additional Funding or Matched Funding for purposes other than those for which it has been awarded;
 - 12.1.2 the delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
 - 12.1.3 the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project or the Outcomes;
 - 12.1.4 the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
 - 12.1.5 the Recipient obtains duplicate funding from a third party for the Project;
 - 12.1.6 the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;

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- 12.1.7 the Recipient provides the Funder with any materially misleading or inaccurate information;
 - 12.1.8 the Recipient commits or committed a Prohibited Act;
 - 12.1.9 any member of the Governing Body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
 - 12.1.10 the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - 12.1.11 the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
 - 12.1.12 the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or
 - 12.1.13 where applicable, the Recipient fails to provide the Funder with evidence that it has obtained any applicable Additional Funding or Matched Funding or the Funder is otherwise not satisfied of the terms of such Additional Funding or Matched Funding.
- 12.2 The Funder may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement or any other agreement pursuant to which the Recipient provides goods or services to the Funder.
- 12.3 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

13. ANTI-DISCRIMINATION

- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or otherwise.
- 13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and subcontractors engaged on the Project.

14. HUMAN RIGHTS

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 15.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or subcontractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 15.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

- 16.1 The Recipient warrants, undertakes and agrees that:
- 16.1.1 it has all necessary resources, approvals, powers and expertise to deliver the Project (assuming due receipt of the Grant);
 - 16.1.2 it has not committed, nor shall it commit, any Prohibited Act;
 - 16.1.3 it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
 - 16.1.4 it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
 - 16.1.5 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
 - 16.1.6 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
 - 16.1.7 all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
 - 16.1.8 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
 - 16.1.9 it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and
 - 16.1.10 since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

- 17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).
- 17.2 The Required Insurances referred to above include (but are not limited to):
- 17.2.1 public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and

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17.2.2 employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. TERMINATION

The Funder may terminate this Agreement and any Grant payments on giving the Recipient three months' written notice should it be required to do so by financial restraints or for any other reason.

20. ASSIGNMENT

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

21. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. DISPUTE RESOLUTION

23.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Funder Representative or any other individual nominated by the Funder from time to time.

23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Funder Representative or other nominated individual, as the case may be, either party may refer the matter to the Director of Law and Democracy and the Section 151 Officer of the Funder and the Chair of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

25. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

28. ENTIRE AGREEMENT

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

Schedule 1 – Ineligible Expenditure

Any and each of the following:

- Costs incurred prior to commencement date of the offer letter
- Funding core costs of an organisation (i.e. existing staff)
- Payments for activity of a political nature
- Payments for activity of a religious nature
- Depreciation, amortisation and impairment of assets
- Provisions
- Contingent liabilities
- Contingencies
- Profit made by the applicant
- Dividends
- Investments
- Interest charges
- Service charges arising on finance leases, hire purchase and credit arrangements
- Costs involved in winding up a company
- Payments for unfair dismissal
- Payments into private pension schemes
- Payments for unfunded pensions
- Compensation for loss of office
- Bad debts
- Payments for gifts and donations
- Entertainments
- Reclaimable VAT
- Statutory fines and penalties
- Criminal fines and damages
- Legal expenses in respect of litigation
- Alcohol
- Travel that is not the most economical form of transport to a meeting/destination
- Overnight accommodation not sought at the most economical rates

Ramsgate Levelling Up Fund: Heritage Lottery Fund Application

Cabinet	28 July, 2022
Report Author	Louise Askew, Director of Regeneration
Portfolio Holder	Cllr Reece Pugh, Deputy Leader and Cabinet Member for Economic Development
Status	For Decision
Classification:	Unrestricted
Key Decision	Yes
Reasons for Key	An executive decision which involves applying for external grants which exceed £50,000
Ward:	Central Harbour Ward

Executive Summary:

This paper requests the approval to submit an application to the Heritage Lottery Fund to act as match funding for the Clock House Levelling Up Project in Ramsgate. Cabinet are asked to agree that Thanet District Council submits a Development Phase application to Heritage Lottery (HLF) for £322,740, which will be matched funded with our existing Department of Levelling Up Housing and Communities (DLUHC) Levelling Up funds to the amount of £35,860.

Recommendation(s):

1. Approve the submission of an application for a Development Phase Grant of £322,740 to the National Lottery Heritage Fund.
2. That the Director of Regeneration is authorised to agree the final submission documents, based on approval from the S151 Officer.

Corporate Implications

Financial and Value for Money

The Council is the Accountable Body for the Levelling Up Fund. The Council has the below in place to deal with matters relating to the funding, management, and assurance protocols are in place to:

- Ensure decisions are made in accordance with good governance principles
- Ensure transparency requirements are met
- Provide a Local Assurance Process

- Receive and account for the funding allocation
- Monitor and evaluate the delivery of individual projects
- Submit regular reports to DLUHC

For the Levelling Up Funded Projects an internal Management Board has been established and a Programme Scrutiny Panel to ensure the projects are being delivered in line with good project management principles - keeping to time, budget, quality and reviewing the risks.

The Section 151 Officer is required to scrutinise and approve regular monitoring returns (quarterly) to DLUHC. These returns will cover actual and forecast spend, alongside output metrics. These returns will cover actual and forecast spend, alongside output and outcome metrics.

Legal

There are no legal implications arising directly from this report.

Corporate

The Ramsgate Levelling Up Fund Project delivers against the Council's corporate priority for Growth, including encouraging the rejuvenation of our towns, creating new opportunities to gain skills and therefore employment.

Equality Act 2010 & Public Sector Equality Duty

Members are reminded of the requirement, under the Public Sector Equality Duty (section 149 of the Equality Act 2010) to have due regard to the aims of the Duty at the time the decision is taken. The aims of the Duty are: (i) eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Act, (ii) advance equality of opportunity between people who share a protected characteristic and people who do not share it, and (iii) foster good relations between people who share a protected characteristic and people who do not share it.

Protected characteristics: age, sex, disability, race, sexual orientation, gender reassignment, religion or belief and pregnancy & maternity. Only aim (i) of the Duty applies to Marriage & civil partnership.

Part of the ambition of this project is that Ramsgate heritage is more accessible to Ramsgate broad and diverse communities.

CORPORATE PRIORITIES

This report relates to the following corporate priorities: -

- Growth
- Communities

1. Introduction and Background

- 1.1. One of the projects within the successful Ramsgate Levelling Up Fund was to refurbish the Grade II* listed Clock House to create a cultural heritage exhibition space and public

cafe. As part of this project there was a requirement to gain additional grant funding from other sources, primarily the National Lottery Heritage Fund.

- 1.2. This report requests Cabinet approval to submit a Development Phase grant application to the National Lottery Heritage Fund to achieve the desired outcomes of the project.

2. Heritage Lottery Fund Grant Process

- 2.1. There are three phases to the National Lottery Heritage Fund grant process, for grants which exceed £1m. These involve:
 - The submission of an Expressions of Interest (providing an indication of the project and to get an initial agreement from National Lottery Heritage Fund that they wish to progress the project).
 - If the Lottery gives approval to progress, a Development Phase Application should be submitted, this bid provides funding to gain a better understanding of the costs, resources, timeline and the needs of the audiences. This information once completed will inform the final delivery stage bid. If successful, this stage is expected to take up to a year to complete.
 - On completion of the development stage, a further application is made to the National Lottery Heritage Fund for the delivery stage of the project.

3. The Clock House Project

- 3.1. Due to the length of time, and steps required as part of the National Lottery Heritage Fund process, it is necessary to take a phased approach to the Levelling Up Fund Clock House project. The first stage, primarily using the Levelling Up funds, will be to address the historic deficit of the existing building. We have allocated £1,006,500 for this stage of the project.
- 3.2. The second stage, on confirmation of the National Lottery Heritage Fund award, will be to undertake the proposed extension of the building, making the whole building accessible to all, creating a new cafe, and exciting new exhibition spaces to achieve the final desired outcome for the project. The total cost of this part of the project is £3,260,000 in capital funding, plus revenue spend for the mobilisation of the facility; costs to be developed.
- 3.3. The costs for the National Lottery Heritage Fund phase of the project has been developed based on:
 - Previously costed works undertaken in 2016
 - Revised assessment of costs in June 2020 to support the Levelling Up Fund Bid
 - Subsequent revisions to the concept design plans to increase accessibility in the building
 - A recognition, as a result of the National Lottery Heritage Fund phase of the project not being able to commence until at least late 2023 (due to the Lottery application process timescales) that there will be additional increases in construction costs.

4. National Lottery Heritage Fund Development Stage Application

- 4.1. The National Lottery Heritage Fund Development stage application will, based on the Lottery's criteria and will focus on the Royal Institute of British Architects (RIBA) Stages 0-3.
- 0 - Strategic definition.
 - 1 - Preparation and briefing.
 - 2 - Concept design.
 - 3 - Spatial coordination.
- 4.2. The costs incurred for this stage, will be for the appointment of a Project Manager, undertaking appropriate surveys, appointing a Quantity Surveyor and a Design Team to progress the development of the project to clearly defining the technical design, audience needs and construction requirements to inform the final application for the National Lottery Heritage Fund Delivery Phase Application.

5. Options

- 5.1. Approve the application of a Development Phase Grant of £322,740 to be submitted to the National Lottery Heritage Fund, alongside £35,860 of Levelling Up match funding, to progress the Clock House project, allowing the Director of Regeneration to agree the final grant submission, based on approval from the Section 151 Officer.
- 5.2. If this application was not made only part of the proposed works would be able to be achieved, resulting in the outcomes of the project not being achieved. If the outcomes are not achieved then the Department of Levelling Up Housing and the Communities may confirm the whole project could not go ahead, and there would be a requirement to return the funding. Thus the benefits associated with these funding programmes, including job creation, improved infrastructure, enhanced wellbeing would not be achieved.

Contact Officer: *Louise Askew, Director of Regeneration*
Interim Reporting to: *Bob Porter, Director of Housing and Planning*

Background Papers

Cabinet: 8 June, 2021 - approved submission of a Levelling Up Bid to the 18 June 2021 deadline

Council: 12 January, 2022 - approval of addition of the Levelling Up Fund Projects For Ramsgate And Margate to the Capital Programme

Corporate Consultation

Finance: Chris Blundell, Acting Deputy Chief Executive and Section 151 Officer

Legal: Estelle Culligan, Director of Law and Democracy

TLS KPI Q4 - Housing Performance report

Cabinet:	28 July 2022
Report Author:	Sally O'Sullivan, Tenant and Leaseholder Services Manager
Portfolio Holder:	Cllr Jill Bayford, Cabinet Member for Housing
Status:	For Information
Classification:	Unrestricted
Key Decision:	No
Reasons for Key:	N/A
Ward:	Thanet wide

Executive Summary:

This report provides members of the Cabinet with a review of the performance of the Tenant and Leaseholder Services (TLS) for quarter 4 2021/22.

The report includes performance information relating to 2 areas of TLS. These are:

- Operational performance against key indicators for the period from 1 January 2022 to 31 March 2022.
- The management of tenant and leaseholder Health and Safety as of 31 March 2022

Recommendation(s):

Cabinet is asked to:

1. Consider and comment on the contents of the report.

Corporate Implications

Financial and Value for Money

Although the performance of TLS has a direct impact on both finance and value for money, this report does not result in any specific financial implications.

Legal

There are no direct legal implications arising from this report.

Corporate

The Tenant and Leaseholder Services continue to improve. We want to ensure that the service is more accountable to members and open to scrutiny from tenants and

leaseholders. This specifically supports the council's service ambitions, as set out in its published Corporate Statement.

Risk Management

The regulations, by which a social housing provider must be compliant, tell us we must have good governance in place to manage landlord health and safety obligations and performance. As a Council, we look to Members to scrutinise and challenge the performance of the Tenant and Leaseholder Service.

The presentation of Quarterly performance reports to Cabinet and OSP mitigates the risk of becoming non compliant and put under notice by the Regulator for Social Housing

Equality Act 2010 & Public Sector Equality Duty

Members are reminded of the requirement, under the Public Sector Equality Duty (section 149 of the Equality Act 2010) to have due regard to the aims of the Duty at the time the decision is taken. The aims of the Duty are: (i) eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Act, (ii) advance equality of opportunity between people who share a protected characteristic and people who do not share it, and (iii) foster good relations between people who share a protected characteristic and people who do not share it.

Protected characteristics: age, sex, disability, race, sexual orientation, gender reassignment, religion or belief and pregnancy & maternity. Only aim (i) of the Duty applies to Marriage & civil partnership.

This report relates to the following aim of the equality duty: -

- *To advance equality of opportunity between people who share a protected characteristic and people who do not share it.*

There are not considered to be any adverse impacts for people with protected characteristics directly arising from this report. However TLS provides services to tenants and leaseholders with a range of protected characteristics and vulnerabilities.

CORPORATE PRIORITIES

This report relates to the following corporate priorities:

- *Communities*

1.0 Introduction and Background

- 1.1. The Tenant and Leaseholder Services (TLS) team provides tenancy management and maintenance services to tenants and leaseholders of Thanet District Council.
- 1.2. TLS provides quarterly reports on their operational performance against a range of key indicators, attached is the data summary and performance report for quarter 4 2021/22.

- 1.3. TLS provides monthly landlord health and safety reports for senior council officers. Attached is the March 2022 report, the final report for quarter 4.
- 1.4. Members of the Cabinet are invited to scrutinise the performance reports provided by the TLS.

2.0 Landlord Compliance

- 2.1 During quarter 4, the TLS Landlord Compliance team executed the proposed recovery plan to recover our compliance position by the end of March 2022.
- 2.2 By the end of March 2022, we achieved the position we expected and continue to work on the more complex areas to achieve full compliance.
- 2.3 On 24 February 2022 the Regulator for Social Housing (RHS) removed the regulatory notice that was placed on TDC in July 2019 as they were assured by the progress that we had made in the management of landlord health and safety.
- 2.4 One of the main improvements to the compliance team is the implementation of a bespoke Landlord Compliance database. This was expected to be fully delivered by the end of March 2022. We have experienced slippage in this timescale due to staff shortages and expected development issues.
- 2.5 At the end of March 2022, the following workstreams are being managed through the new database giving better assurance that our data is accurate and programmes are run efficiently:
 - Gas safety
 - LOLER (passenger lift safety)
- 2.6 More detail can be found in annex 4 on each Compliance workstream.

3.0 Performance improvements

- 3.1 We feel we have had a successful year and that the plans we put into place to improve performance have had a positive impact.
- 3.2 This includes:
 - Introduction of the contractor service improvement plan has seen the improvement of Mears service performance and customer satisfaction.
 - Introduction of a stand alone voids team. A focus on voids and the introduction of this team has improved void turnaround time.
 - 78.78% of the capital programme budget was spent by the end of Quarter 4, in comparison to 37.42% at the same time the previous year.
- 3.3 We still have a way to go to get our performance to where we want it to be, but we are encouraged by the improvements that can be evidenced through the KPI's this financial year.

4.0 Resident Involvement

- 4.1 The resident involvement strategy and expenses and incentives policy was co developed with residents and adopted by Cabinet in June 2022 Cabinet.
- 4.2 During Q4, the TTLG Performance Monitoring Sub- group scrutinised and made the following comments and recommendations:
- Q3 Performance report, including our compliance report - commended on the work done by the team to improve electrical safety.
 - Mears and Gas Call resident satisfaction levels - pleased to see more in depth satisfaction questions asked to help identify areas of dissatisfaction and suggested other methods of collection.
 - Complaints - agreed format of information to enable scrutiny and compare against satisfaction.
- 4.2 In the TTLG meeting during Q4, the members were informed and consulted on the following:
- Progress on our application for grant funding to replace external wall installation (EWI) from the DLUHC.
 - Update on their recommendations for the Mears Customer Pledge and training of admin and operatives.
 - Consulted and agreed an approach to setting of service standards and development of an estate strategy and policy.
 - Consulted on the draft resident involvement strategy.
 - TTLG members raised local issues affecting their communities which were either responded to during the meeting or actions taken away to resolve.

5.0 Plans for the coming year

- 5.1 We still have some big projects to deliver through our service improvement plan, these include:
- Improving the data we hold on our residents
 - Implementing the improvements we have identified for our housing management system
 - Completing our estates strategy and policy
 - Completing our service standards
 - Improving our digital offer to residents
- 5.2 The items on the national agenda which presents the team with financial and resourcing pressure are:
- Reduction of carbon emissions to net zero by 2050.
 - Introduction of the Building Safety Act 2022

Contact Officer: Sally O’Sullivan, Tenant and Leaseholder Services Manager
Reporting to: Bob Porter, Director of Housing and Planning

Annex List

Annex 1 - Performance data Summary

Annex 2 - Performance report

Annex 3 - Compliance data summary

Annex 4 - Compliance report

Annex 5 - Rate of progress graph

Background Papers

N/A

Corporate Consultation

Finance: Chris Blundell (Director of Finance)

Legal: Estelle Culligan (Director of Law and Democracy)

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Annex 1: Performance Indicators

Last updated: 12 April 2022

This is a selection of the KPIs for Tenant and Leaseholder Services

Month-on-month performance is shown against the cumulative year-to-date position for 2021/22. **Traffic Light Icon** indicates whether we are on target for the month; **Short Term Trend Arrow** indicates the direction of performance from the previous month.

Key:

-  On target
-  With 5% of target
-  Performance improving
-  Performance is the same
-  Off target
-  No target (data only)
-  Performance worsening
-  Data is missing.

1. Assets

Gas servicing and heating repairs (Gas Call)

Code	Performance Indicator	Q2 2021/22	Q3 2021/22	Q4 2021/22	Q1 2022/23	Perf. Trend	Traffic Light Icon	Current Target
GCPI 2	% of number of appointments made by phone or letter that were kept	98.66%	100%	99.9%				100%
GCPI 3	The % volume of repairs completed within the timescale	98.41%	94%	100%				98%
GCPI 4	Total % planned installations completed in accordance with programme	100%	100%	100%				100%
GCPI 5	Customer satisfaction - repairs	-	89.47%	72.2%				TBC

Day-to-day responsive repairs (Mears)

Code	Performance Indicator	Q1	Q2	Q3	Q4	Perf. Trend	Traffic Light Icon	Current Target
REP01	Customer Satisfaction (%)	80.67	?		90.6%	↑	🛑	98%
REP02	% Emergency jobs completed on time	99.47	100%	100%	100%	▬	✅	98.5%
REP03	% Urgent Jobs Completed on Time	92.2	94.98%	100%	100%	▬	✅	98.5%
REP04	% All jobs completed on time	95.6	93.59%	95.25%	96.41%	↑	⚠️	98%
REP05	Average days to complete non-urgent works	29.42	32.34	22.17 days	20.65 Days	↑	🛑	10 working days
REP06	% Appointments made and kept	94.64	97.13%	96.75%	97.01%	↑	✅	96%
REP07	% Work completed in one visit	82.65	87.08%	84.81%	87.32%	↑	✅	80%

Day-to-day responsive repairs

Code	Performance Indicator	Q1	Q2	Q3	Q4	Perf. Trend	Traffic Light Icon	Current Target
PI1	% of post inspections	10.30%	9.33%	18.30%	25.65%	↑		TBA

Capital Programme

Code	Performance Indicator	Q1	Q2	Q3	Q4	Perf. Trend	Traffic Light Icon	Current Target
IMP05	Percentage of capital programme spent (NB revised budget from 01 Oct)	6.59%	39.11%	58.75%	78.37%	↑	✅	
AA1	Adaptations completed Minor	14	25	25	18			📊

AA2	Adaptations completed Major	12	19	15	15			
IMP06	Percentage of properties that meet decent homes standard	93.97%	94.17%					

2. Housing Operations

Voids and re-lets

Code	Performance Indicator	Q1	Q2	Q3	Q4	Perf. Trend	Traffic Light Icon	Current Target
VOID01	Average days to re-let all properties excluding major works	9.88	35.90	12.45 days	15.59 Days	↓		16.5
VOID02	Average days to re-let all properties including major works	65.72	47.12	73.88 days	56.11 Days	↑		22.5

Income Management

Code	Performance Indicator	Q1	Q2	Q3	Q4	Perf. Trend	Traffic Light Icon	Current Target
ARR01	Current tenant arrears as a % of the projected annual rental income	6.01%	5.89%	6.15%	5.46%	↑		4.89%
ARR02	Garage arrears as a % of the projected annual rental income	0.09%	0.18%	0.23%	0.10%	↑		1.00%
ARRO3	% of rent arrears due to Universal Credit	10.53%	10.06%	10.42%	9.09%	↑		
ARR04	Former tenant arrears	£443,543	£409047.58	£357,777.10	£248,304.67	↑		

3. Customer Service

Complaints

PI Code	Performance Indicator	Q1	Q2	Q3	Q4	Perf. Trend	Traffic Light Icon	Current Target
COM01	The total number of all complaints received	42	49	29	30	NA		
COM02	Percentage of all complaints closed on time	88.16%	83%	86%	86%			100%
COM03	No stage 1 complaints	30	38	22	21	NA		
COM04	No stage 2 complaints	12	11	7	7	NA		
COM05	No complaints upheld	21	17	14	14	NA		
	Disrepair Claims (Live)	12	12	13	11			

Incoming Calls

PI Code	Performance Indicator	Q1	Q2	Q3	Q4	Perf. Trend	Traffic Light Icon	Current Target
	The total number of calls received	2599	2184	1397	1843	NA		
	Average waiting time for a call to be answered	1.3	00:51	1.37	1:14			
	Call answer rate	84.37%	79.93%	80.4%	80.7%			
	Percentage of calls dropped	16.42%	19.91%	24.3%	19.31%			

	Average time spent on a call	4.32	04:15	04:15	3:53	NA		
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Thanet District Council

Tenant and Leaseholder Services Performance report Q4 2021/22

March 2022/V2/Sally O'Sullivan

Monitoring period: Quarter 4 2021/22
Author: Sally O'Sullivan

1. Summary

This report provides an overview of the performance of the Tenant and Leaseholder Services (TLS) during quarter 4.

2. Housing Performance Report: Asset Management

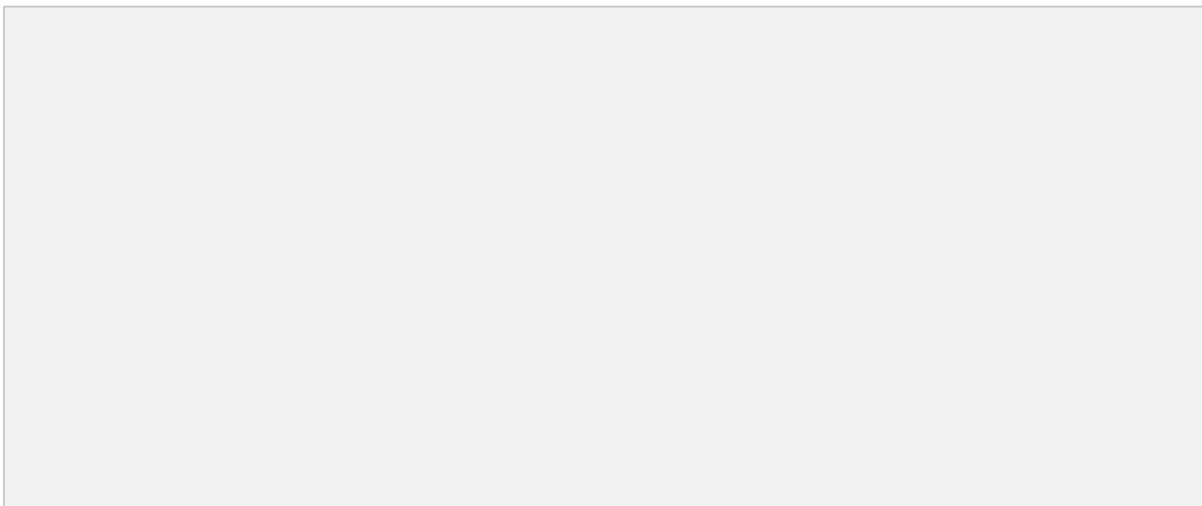
2.1 Gas servicing and heating repairs (Gas Call)

Performance Indicator	Q1	Q2	Q3	Q4
% of number of appointments made by phone or letter that were kept	98%	98.66%	100%	99.9%
The % volume of repairs completed within the timescale	98%	98.41%	94%	100%
Total % planned boiler installations completed in accordance with programme	100%	100%	100%	100%
Customer satisfaction - repairs	-	-	89.47%	72.2%

The volume of repairs completed within the timescale recovered after Q3. This would be due to the increased volume of jobs raised during Q3 reducing to a more manageable level in Q4.

This is a trend we would expect to see due to the change in weather temperature over the four seasons and people's behaviour when living in their home. To support this, the chart below shows the relationship between jobs raised and temperature.

Job numbers remain constant until the temperature drops in October and heating systems are switched on, prompting increased callouts through to January. As the temperature has warmed from March onwards the number of callouts has reduced.



Agenda Item 6

Annex 2

The customer satisfaction stats dropped by 17.3% in Q4. This was due to a delay in obtaining boiler parts in February.

Below shows the customer satisfaction drop in February to 53.5% and recovery in March to 84.6%.

Break down of relevant Q4 stats:

Performance indicator	Jan	Feb	March
Customer satisfaction - repairs	79.5%	53.5%	84.6%%

Overall, our gas heating contractor has coped well this winter managing demand and maintaining service standards with only two service complaints being registered.

2.2 Day-to-day responsive repairs (Mears)

Performance Indicator	Q1	Q2	Q3	Q4
Customer Satisfaction (%)	80.67%	?	?	90.6%
% Emergency jobs completed on time	99.47%	100%	100%	100%
% Urgent Jobs Completed on Time	92.2%	94.98%	100%	100%
% All jobs completed on time	95.6%	93.59%	95.25%	96.41%
Average days to complete non-urgent works	29.42 days	32.34 days	22.17 days	20.65 Days
% Appointments made and kept	94.64%	97.13%	96.75%	97.01%
% Work completed in one visit	82.65%	87.08%	84.81%	87.32%

The Q4 stats indicate that performance has improved in all areas. This is a continuing trend due to Mears restructure providing Thanet with a dedicated team, resulting in increased service reliability and stronger working relationships with our Repairs Team.

A new customer satisfaction survey was introduced in January 2022, developed in partnership with the Thanet Tenant and Leaseholder Group (TTLG). It details 9 key service questions, allowing us to interrogate specific areas of our service and supports conversations with Mears to identify areas to improve upon. The key question of 'overall satisfaction with the recent repair' has returned a 90.6% positive rating for Q4.

In partnership with the TTLG and Mears we have developed the Mears Customer Pledge which sets out their commitment to good customer service.

The Chair of the TTLG attended the quarterly strategic meeting with Mears on 26 January to scrutinise their performance and influence service improvements. The Chair found the meeting productive with a real sense of working together to identify and resolve issues.

The scores over the 3 months of Q4, show an increasing trend and support that overall the Mears service is improving:

Agenda Item 6

Annex 2

Performance Indicator	Jan 22	Feb 22	Mar 22	Q4 22
Customer Satisfaction %	86.8%	91.9%	93.1%	90.6%

This quarter's KPIs remain indicative of the backlog of works we have with Mears; and thus demonstrates a recovery from this. We have a backlog of repairs due to the knock on effects of Covid 19, storm damage and material shortage, particularly fire doors.

Q4 typically has seen peak demand on our repairs service. Additionally there has been an increase in fire risk actions and the subsequent demand from storm Eunice in February. It is expected that Q1 will see productivity exceed demand once again to mirror the previous year.

Table of jobs raised against jobs completed year 2021/22

Quarter	Orders raised	Orders Complete	Difference
Q1	2751	3227	476
Q2	2539	3109	570
Q3	2852	2680	-172
Q4	3252	3107	-145

Examples where improvements have been made aligned with the Repairs Service Improvement Plan:

- Customer service training with Mears operatives, call handlers and schedulers in line with the Customer Service Pledge developed with the TTLG
- Mears have devised a monitoring tool to ensure all follow-on work is tracked to completion and residents are updated at each stage
- Tightened the management of disrepair claims and reduced caseload
- Introduced a repairs tracker for Maintenance Inspectors to enable ownership to completion
- The repairs reporting system (Northgate) has been cleansed to ensure it accurately reflects the number of open and live orders.

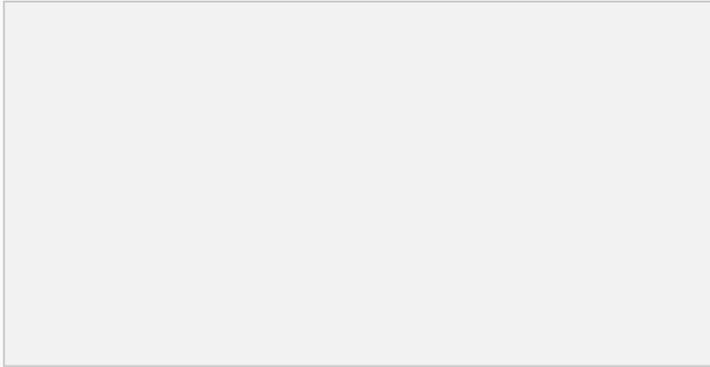
We are seeking approval to grant extension to the current Responsive Repairs & Maintenance Contract with Mears Ltd for 24 months from 1st April 2023 until 31st March 2025, inclusive of KPI suite amendment. The TTLG will be consulted on the contract extension & proposed new suite of KPI's.

2.3 Day to day repairs - Post Inspections

Performance Indicator	Q1	Q2	Q3	Q4
% of post inspections	10.30%	9.33%	18.30%	25.65%

Post inspections are carried out via a report generated through the system. The quality of works inspected is completed to a consistency standard. We are steadily increasing the amount of inspections to ensure quality. This is evidenced by over 93% of residents reporting being satisfied with the overall quality of their recent repair in Q4.

Customer satisfaction survey question: how satisfied or dissatisfied were you with the overall quality of work ?



2.4 Capital Programme

Performance Indicator	Q1	Q2	Q3	Q4
Percentage of capital programme spent (NB revised budget from 01 Oct)	6.59%	39.11%	58.75%	78.37%

The team spent 78.78% of the capital programme budget by the end of Quarter 4, in comparison to 37.42% at the same time the previous year.

They have successfully driven forward many projects, here are some of the highlights:

- 82 Kitchen Replacements
- 50 Bathroom Replacements
- 7 Passenger Lift Refurbs
- 4 High Rise Fire Alarms
- 209 Properties External Decs
- 56 Major Adaptations
- Tower block surveys complete, building specification of works including feed in from consultants on fire safety and energy efficiency

Projects where we are experiencing issues/delays:

Royal Crescent

Procurement of the contract has delayed the progress of this project. We aim to have the tender in the procurement portal in Q1. The project is very complex, with input required from multiple stakeholders.

Churchfields

Agenda Item 6

Annex 2

When attempting to progress this project we have found that plans developed by East Kent Housing are not fit for purpose. We need to re-engage various stakeholders to ensure any improvements carried out are appropriate and serviceable.

Invicta House fire alarms into individual properties

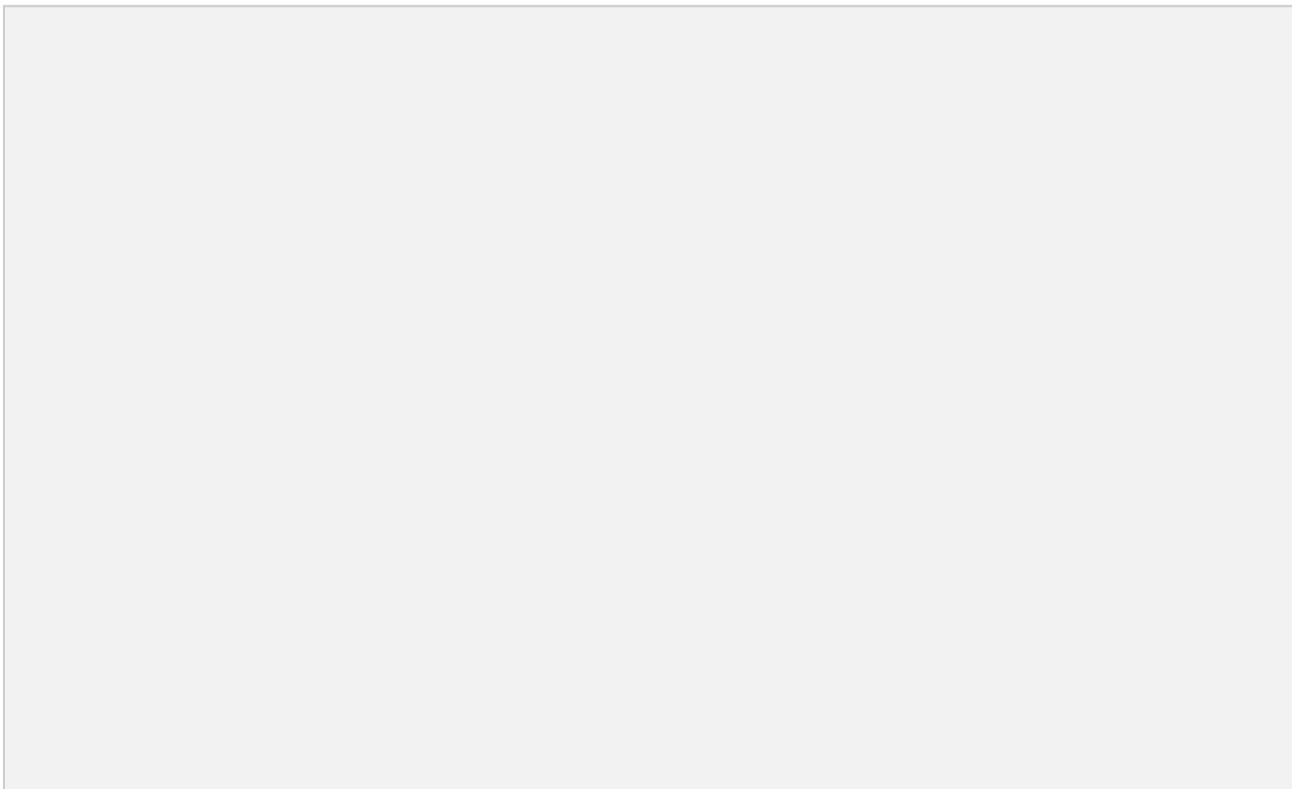
The bulk of the project at Invicta House completed in March but as there are properties where we have not been able to gain access to install the alarms, we are unable to sign off the programme.

Our [Spring Tenant and Leaseholder Newsletter](#) featured an article on our Planned Maintenance Team; what they do; decent home standard information and advice; challenges faced when starting and finishing installation and how residents can help. The article also featured completed improvements and feedback received from residents.

3. Housing Performance Report: Housing Operations

3.1 Voids and re-lets

Performance Indicator	Q1	Q2	Q3	Q4
Average days to re-let all properties excluding major works	9.88	16.98	12.45	15.59 days
Average days to re-let all properties including major works	65.72	66.03	73.88	56.11 days



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Void performance has improved to its best figure for this financial year, although we still have some way to go to meet our target of 22.5 days. The newly formed voids team have process workshops booked in Q1 to find efficiencies and improve communication in their current process.

Q4 has seen the last of the longstanding voids being completed which has skewed overall performance in 21/22. This sets a stable platform for Q1 where we focus on further reducing turnaround times and tightening Mears contract management. We need to ensure sufficient resources are available to meet demand, and have set Mears firm target expectations for 22/23 performance.

We have experienced some delays in lettings during this quarter as well, for example holding properties for residents that have needed to be decanted or transferred only for the resident to refuse the property.

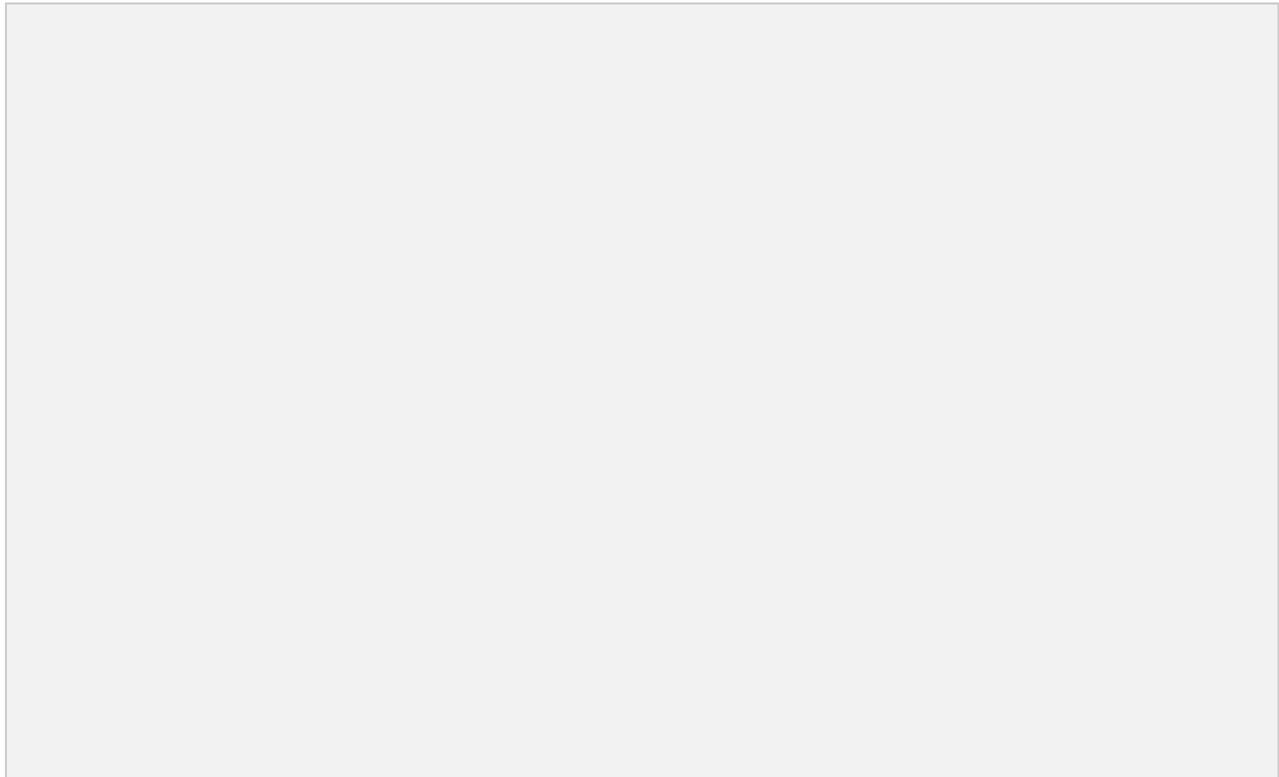
Performance Indicator	Q1	Q2	Q3	Q4
Average cost of void work per property	£8,148	£6,241	£10,308	£8,935

The average cost of void work has decreased this quarter and correlates with the larger and more expensive void refurbishments closed in Q3.

3.3 Income Management

Performance Indicator	Q1	Q2	Q3	Q4
Current tenant arrears as a % of the projected annual rental income	6.01%	5.89%	6.15%	5.46%
Garage arrears as a % of the projected annual rental income	0.09%	0.18%	0.23%	0.10%
% of rent arrears due to Universal Credit	10.53%	10.06%	10.42%	9.09%
Former tenant arrears	£443,543	£409,047	£357,777	£248,304

In the final quarter of 2021/22 we saw the arrears follow the same trend as 2020/21 and reduce to the lowest value of the financial year. With this confirmed, we will be able to predict and measure the progress through 2022/23 with more accuracy.



The final arrears figures for 2021/22 are the lowest since transition and reflect the positive changes made in the team throughout the year such as:

- Training officers to find the route cause of the arrears and support tenants to sustain their tenancy, rather than use enforcement as the primary tool.
- Increasing the number of tenants paying by direct debt. This is a more stable way of paying rather than the card payment option that was the primary method before transition.
- Working with finance to secure a consistent posting of Universal Credit payments
- Treating all new tenancies as a high priority and making sure new tenants have everything they need from week one to sustain their rent account.
- Being able to refer tenants that have complex financial struggles to the Financial Wellbeing Team for in depth support. This increases household income, thus making rent payments more comfortable.
- There have been no evictions or new court cases this financial year

We are disappointed that we did not achieve our target of reducing arrears by 1% by the end of 2021/22. There are 2 reasons for this:

- Increasingly difficult operating environment, which include a reduction in our residents income and increase in cost of living.
- Calculation of the end of year figure in a different way

Calculation of the end of year figure:

The end of the last financial year (Q4 2020/21) was the Easter weekend and Friday was the bank holiday. This meant we missed all of Friday's payments. Even though the payments were made in week 1 2021/22, We reconciled them into week 52 and reported the final arrears percentage at 5.89%.

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At the end of this financial year (Q4 2021/22) another missing payment event occurred where direct debits due on Friday 1st of April were pushed to the 4th due to a programming error. As this date fell in week 52, the debt figure was higher than it would have been if the error did not occur.

This year we did not manually adjust the figure. This is because, going forward we want consistency and transparency in our reporting through our housing system.

Throughout 2021/22 we have worked with finance and systems to make sure there are more robust payment processes in place to minimise the risk of an error at the end of the financial year in future.

Comparison of our figures:

Financial year	Manipulated figure	Figure from housing system
2020/21	5.89%	6.30%
2021/22	4.99%	5.46%
% difference	0.90%	0.84%

We are reporting a figure of 5.46% which is the unadjusted arrears figure. This is a 0.43% reduction against the 5.89% manually calculated figure we used for Q4 2020/21.

Financial wellbeing

The Financial Wellbeing Team have dealt with 247 new referrals this year. They have been able to work with tenants to increase their financial stability through budgeting, renegotiating outstanding non-priority debts worth £43K, sourcing grants to carpet properties and obtaining white goods for families that qualify for the funding. They have also been able to support tenants with food and fuel vouchers to give immediate help in a sudden financial crisis.

One of the major factors towards maintaining a downward trend in rent arrears was the Financial Wellbeing Teams work on all new tenants which started in June 2021. Every new tenant was contacted by the team to welcome them to their new home, confirm how the rent and council tax would be paid by the tenant and find out if any extra support was needed. This is where most of the carpets and white goods needed were identified. This set up a great communication avenue from the off, meaning the Rent Officers have started to hear from tenants before they miss a rent payment due to a financial issue so we can offer an alternative to non payment rather than see arrears increase.

Overall the team increased the benefit take up of the tenants they saw by £373,152.78

Benefit	Total award 2021/22
DHP	£33,000
Back dated of Housing benefit or Universal Credit	£23,000
Household support fund	£109,560 (Heating Charges on to rent

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	account, £25,000, Carpets £35,000 Food vouchers, fuel vouchers and white goods (£54,560)
Other Financial Benefits	£207,592.78 - ipads, white goods, sofas, beds childrens beds, clothing, moving home costs furniture, warm home discount, ongoing new claims for benefits (weekly award projected across 52 weeks)
Total	£373,152.78

This includes £33k of DHP and £23K of Housing Benefit or Universal Credit backdate and any ongoing monthly income increase through benefit maximisation or outgoings reduced or saved from paying back debt. This means that on average each household was better off by £1000 after help from the team.

Former Tenant Arrears (FTA)

Former Tenant debt was reduced by 44% during 2021/22. This equates to a reduction of £200,137, ending at £248,304.67 for Q4.

There was a large amount of write off's within this improvement. As these arrears had not been actioned for years, many of them had reached the 6 year threshold and became unrecoverable. Others had large balances but the former tenant could not be traced. We should not see this high figure of write off's in the future now that the historic cases are cleared.

The new process to tackle this debt has been working well. The next step is to work on preventing cases becoming a large FTA before the tenancy ends.

We have developed and consulted the TTLG on two Policies which came into effect on 1 April 2022:

1. Rechargeable Works Policy - which enables us to be transparent and to fairly and responsibly recharge and collect debt for works that we carry out which is the responsibility of a tenant, as per the tenancy agreement.

Income Recovery, including Evictions and Enforcement Policy - To empower tenants and leaseholders to manage their own accounts and the collection of arrears, working to clear debt in an affordable way. Plus the collection of former tenant arrears.

4. Housing Performance Report: Customer Service

4.1 Complaints

Performance Indicator	Q1	Q2	Q3	Q4
The total number of all complaints received	42	49	29	26
Percentage of all complaints closed on time	88.16%	83%	86%	86%
No stage 1 complaints	30	38	22	19

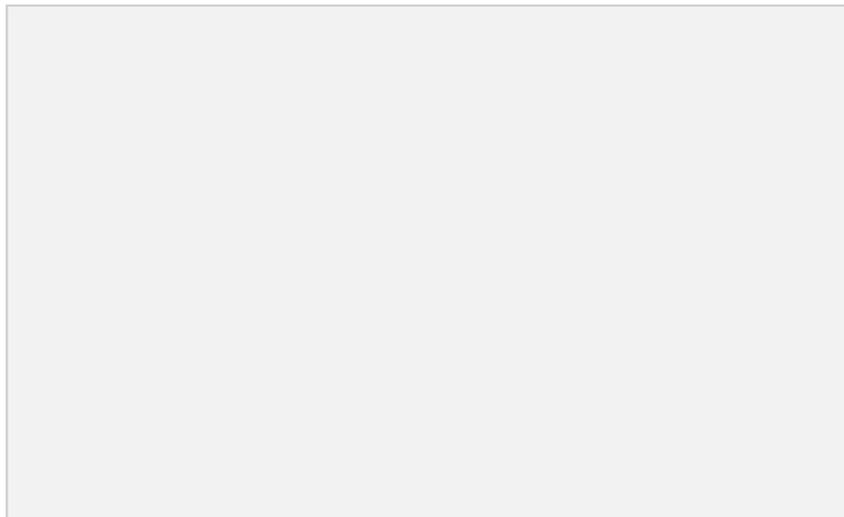
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No stage 2 complaints	12	11	7	7
No complaints upheld	21	17	14	14

The number of complaints we have received over Q3 & Q4 remains steady and is a vast reduction from the amount of complaints received in the first 2 quarters of the year. This could be indicative of situations being resolved and the general improvement in the service over the last 12 months.

Complaints by team.



We received 19 Stage one complaints in Q4, **11** for Housing Management and **8** for Repairs.

In Q3, 57.7% or 15 of all complaints were repairs complaints, reducing to 42.1% in Q4. The highest theme of repairs complaints was an issue when a repair required follow up works at **42.85%**, remains the same in Q4 as 50% of complaints in this theme.

This shows a positive trend for repairs related complaints and correlates to the works that are being undertaken by the Responsive Repairs Team and Mears; but shows there is still more work to be done.

Stage 2 complaints

Out of 19, two complaints went to Stage two, with one being partially upheld. Three other complaints went to stage two from a previous quarter.

Response times

One complaint went over the 10 day target, all other complaints were responded to within the target of 10 days.

- Housing management team took on average 8.6 days to respond.
- Repairs team took 9.5 days (One complaint took 45 days, if this was a standard 10 day response then the average would come down to five days)
- Overall the average response time was nine days.

The TTLG Performance and Monitoring Sub-group met in February. The group considered and agreed a format to enable them to effectively scrutinise complaints received and learning outcomes.

Glossary

Quarter	The financial year broken down into 4 segments.
Financial Year	Year running from 1 st April to 31 st March.
HRA	Housing Revenue Account
YTD	Year to date
RAG	Red amber green (colour coding system)
TDC	Thanet District Council
TLS	Tenant and Leaseholder Services
PDA	Personal Digital Assistant (A device for collecting feedback)
Stock	The properties that are owned by the Council
Leasehold	Privately owned flats in a building the Council owns and maintains.
LGSR	Landlord's Gas Safety Record
FTA	Former Tenant Arrears
Key to Key	The time between one tenant handing in keys to the next tenant receiving them for the same property.

Void	An empty property
HHRS	Housing Health and Safety Rating System
Capital Programme	Planned maintenance programmes ie kitchens, bathrooms, roofs
Income Management	Rent arrears and collection
EWS	External Wall System
Asset Management	The maintenance and upkeep of buildings
Redacted	Process of editing a document to conceal or remove confidential information before disclosure or publication.
Categories	A group of things that share similar qualities.
Themes	The main subject of a group.

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Lessons Learnt	Positives and negatives taken from information and used to inform/improve.
Complaint upheld	The complaint was valid.
Complaint not upheld	The complaint was not valid.

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Fire							
Fire Risks Assessments req. to be undertaken	278	111	167	167	0	100.00%	Extra stock is Communal Halls
Trivial Risks			0				
Tolerable Risks			0				
Moderate			167				
Substantial			0				
Intolerable			0				
In Review			0				
	Total identified risks		167				
FRA works			219	144	75	65.75%	This is not a true reflection of works completed just the total number, Please see written report 111 actions shut in February
Fire Alarms	274	239	31	22	9	70.97%	
Emergency Lighting	274	155	119	113	6	94.96%	These are completed but we waiting certs from the contractors. Harbour Towers garage has been added to contract
AOVs	274	260	14	14	0	100.00%	
Total					90		
Asbestos							
Communal	273	156	117	117	0	100.00%	
Domestic	3054	75	2979	1638	1341	54.98%	
Commercial	2	0	2	2	0	100.00%	
Garage - Communal	34	33	1	0	1	0.00%	
Garages - Individual	34	0	34	0	34	0.00%	
Electrical							
Electrical Installations - Communal	274		162	161	1	99.38%	
Electrical Installations - Domestic	3054		3054	2755	299	90.21%	
Commercial	2		2	2		100%	
Garage - Communal	1		1	1		100%	
Gas							
Gas Safety Communal	274	0	0	0	0	N/A	
Gas Safety Domestic	3054	447	2607	2607	0	100.00%	

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**Thanet District Council
Tenant and Leaseholder Service
Monthly Service Compliance Report**

Meeting:	Monthly Monitoring Report to Service Management Team
Date:	19th April 2022
Monitoring Period	March 2022
Author:	Sally Osullivan (Tenant and Leaseholder Services Manager)
Summary:	This report covers health and safety compliance areas relating to Thanet District Council' housing stock, both for individual properties and for communal services and locations. The details of the current position with rates of compliance are detailed in appendix 3 The rate of progress is shown in annex 5. (graph)

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Appendix 3: Supporting Graphs

Lifts

<p>Compliance with written examination schemes for lift plant - LOLER (Lifting Operations and Lifting Equipment Regulations)</p>	<p>14 (100%)</p>
<p>Number of Entrapments in the month of March</p>	<p>0 Entrapments this month (from Mears) 1 from Precision lifts (Kennedy)</p>
<p>Current Assets in domestic properties - lifts / hoist / stairlifts and changes in last month</p>	<p>Hoists belong to KCC</p> <p>Stairlifts - 74 Non Compliant - 10 88.10% Compliant</p> <p>One installed at the end of February.</p> <p>Six LOLERs were completed in March, four were renewals which were already compliant. The other two had expired.</p> <p><u>The 10 expired</u> The Compliance Team has tried to make contact. Where contact is made, the resident's details are passed to Zurich to call and make another appointment.</p> <p>The Compliance officer will be visiting each property where we have no contact, to establish contact details and to book an appointment.</p> <p>1 x we are waiting for the lift to be removed from the property .</p> <p>Through floor lifts - 15 Non Compliant - 2 88.24% Compliant</p> <p>Both lifts are currently out of service, this has been passed to the contractors to complete.</p>
<p>Defects identified by insurer inspection year to date</p>	<p>132 Defects identified on the last LOLER reports on passenger lifts from March 2021 to March 2022</p> <p>Six New LOLERs were carried out in March 2022</p>
<p>Outstanding Defect A and Defect B risk actions as identified in insurers reports</p>	<p><u>Passenger lifts</u></p> <p>Defect A - 3 were reported in March - all completed</p>

	<p>Defect B - 22 - This has gone up from last month due to six LOLERs being completed in March (up from 18 in Feb)</p> <p>12 defect B's completed in March 16 Defect B's reported on LOLERS in March</p> <p>The team have regular meetings with the contractors for updates on the remedial works. This has improved communication and we have seen an improvement in receiving timely updates.</p> <p><u>Home aids (including stairlift and Through floor)</u></p> <p>Defect A Stairlift - 0 Through floor - 0</p> <p>Defect B Stairlift - 20 - This has gone up due six LOLERs being completed in March</p> <p>Through Floor - 4 Defect B x 4</p>
RIDDOR Notices issued in relation to lift safety	None

Notes: Lift are now being Loaded onto True Compliance and reports are being set up, there has been a delay due to an issue reading the different certificates

Multiple breakdowns at Trove and Kennedy - we experienced multiple breakdowns following the refurbishment of the lifts in these 2 blocks. This has now been resolved

Water

Total Properties - Domestic Communal Other	Domestic - 3054 Communal - 274 Garages - 354 Garages block - 34 Commercial - 3
Properties on the Legionella Risk Assessment (LRA) Program	28
Properties with a valid in date LRA as a number and overall percentage	28 100% Compliant
Properties which are due to be inspected and tested within the next 30 days - this is the early warning system	0
Number of follow up works / actions arising from risk assessments and inspections - completed / in time and overdue	High Risk - 1 (from 7 in Feb) Medium - 16 (From 25 in Feb) Low - 0
Current Position	<p>All outstanding are within residents properties. We have experienced access issues, so we are confirming appointments with the residents before the date.</p> <p>Over the last month this has allowed us to close down 28 actions in February and 15 in March.</p> <p>We are also dedicating time to go out and visit the residents where access has been hard and this has contributed to the success.</p> <p>9 Medium actions are legacy actions where we cannot access properties</p> <p>The final high risk is not a legionella risk and is actually for the potable water (drinking water). Awaiting date from contractor to complete.</p>
Corrective Action required	Legal have confirmed we can use a forced entry process to any actions where it puts risk on the whole block. This currently does not cover the outstanding actions.
Progress with completion of follow up works - number of actions completed / in time / overdue	High Risk Actions - 1 outstanding 1 overdue

	Medium Risk Actions - 16 outstanding 16 Overdue
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Notes: Legionella Risk Assessments are currently being mapped onto True Compliance

Fire Risk Assessment

Properties - Split by Communal blocks and 'other' properties	Residential Blocks: 274 (One of these is The Leys which is leasehold) Other: 4 - 2 are communal halls, 1 is a complete leaseholder block which TDC has no responsibility for. One is the Harbour Towers Car park.
Properties on the FRA Programme	167 (2 of these are Community Halls and one communal car park)
Properties not on the FRA Programme	111
Properties with a valid in date FRA. This is the level of compliance as a number and overall percentage	167 in date 100%
Properties due for FRA within 90 days. This is the early warning system	3 FRAs
Follow up works - total number of actions (by priority) raised in period completed and outstanding - and time outstanding	No FRA's were due in March, therefore no actions added Total actions = 219* <i>*187 planned works actions all together 86 planned works actions are being addressed immediately 101 of the planned works actions are programmed over the next 5 years. These actions have now been moved off the day to day actions and will be counted separately.</i>
Narrative, including ● Current Position	Total actions = 219 Overdue - 75 Current - 144 4 actions outstanding from FRA's carried out by EKH (prior Oct 2020)

	<p><i>one property (doors or letterboxes in one block) most of which have been installed however there is the last one or two in the block that require completing. The action will be closed once these are completed.</i></p> <p><i>Weekly meetings with Mears to ensure open cases are progressed</i></p> <p>22 overdue with Compliance <i>15 are loft inspections to be carried out within residents flats. These have had one failed visit. Waiting contractor to rebook.</i> <i>1 is waiting for a new alarm, the quote is in from the contractors TDC are getting drawings, planning permission and to run through KFRS</i> <i>1 the new alarm has started but no access has happened in some properties, now on third no access.</i> <i>1 is for new bin store which is being put on the planned programme when the bin store programme has been set</i> <i>1 Planning permission is required</i> <i>1 is an elderly leaseholder who was difficult to contact, confirmed appointment now in for May</i> 2 <i>waiting on fire door inspections, the first fire door course has gone ahead, waiting on l pads to be able to complete inspection, form also needs to be agreed.</i></p> <p>38 overdue with Planned <i>All have quotes, the budgets are being agreed.</i></p> <p>39 overdue with Housing <i>Tort notices are on going, compliance to work closer with housing to ensure the FRA photos are sent to housing to confirm what items are within the communal area.</i></p> <p><i>We are finding the items are being removed and either put back or other items put within the communal areas.</i></p>
<p>Additional, including; Compliance with fire safety equipment, systems and installation servicing and maintenance programmes.</p>	<p><u>Tower blocks:</u> <u>Staner Court</u> New fire alarms system and AOVs now complete . <u>Brunswick Court</u> New fire alarm system and AOV upgrade is now complete <u>Harbour Towers</u> New fire alarm system and AOV upgrade is now</p>

<ul style="list-style-type: none"> Recording and reporting on property fires to identify trends and target awareness campaigns. 	<p>complete</p> <p>Fire Alarms - 22 compliant 9 - Non Compliant</p> <p>Four are waiting for new systems to be installed as the old EMS panel is in place and now parts are obsolete.</p> <p>Three - Towers blocks are planned works and the programme continued in March at Invicta House. This is mitigated with the waking watch on site.</p> <p>One - Royal Creas is part of a project One - Waiting for quote</p> <p>AOV - 100%</p> <p>Emergency Lighting - 94.96% The 6 non-compliant have been completed. We are just waiting for the certs from the contractors.</p> <p>Fire Extinguishers - 100%</p> <p>No fires were reported in March.</p>
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Notes: There was a delay in mapping the FRAs and the issue had to be pasted back to the developer. This has now been rectified and FRAs started to be uploaded on TC at the end of February

Asbestos

<p>Total number of properties split by non domestic properties (communal blocks) and 'other' properties</p>	<p>Domestic - 3054 Communal - 274 Community building - 2 Garage blocks - 34</p>
<p>Properties on the asbestos management / re-inspection programme</p>	<p>Domestic - 2979 Communal - 117 Community buildings - 2 Communal Garage blocks - 34</p>
<p>Properties with a valid in date survey / re-inspection. This is the level of compliance as a number and percentage</p>	<p>Domestic - 1638 54.98%</p> <p>36 Surveys completed in March</p> <p>Communal - 117 100%</p>

	<p>Community buildings - 116 98.31%</p> <p>Garages - 1 - 2.94%</p>
<p>Properties due to be surveyed / re-inspected in the next 90 days. This is the early warning system.</p>	<p>Communal - 0</p> <p>Next surveys aren't due until September. The Compliance Manager and contractor are in discussion to spread this more evenly over the year and there is a spike at the end of the year.</p>
<p>The number of follow up works / actions arising from surveys and the numbers 'completed,' 'in time' and 'overdue.'</p>	<p>Works domestic: from 19 in February to 15 in March</p> <p>10 - v low 2 - low 3 - Med</p> <p>All legacy actions now complete</p> <p>Communal - Two outstanding, both are booked in with the contractors to be encapsulated</p>
<p>Narrative including:</p> <ul style="list-style-type: none"> ● Current Position ● Corrective action required ● Anticipated impact of corrective action 	<p>The one legacy action that was outstanding has now been completed and there are no more legacy actions.</p> <ol style="list-style-type: none"> 1. To continue to complete the domestic surveys and all remedial works. 2. To spread the communal programme more evenly over the year so there isn't such a spike at the end of the year. 3. To go through the surveys to see where we can remove some asbestos so we will be able to remove it from the inspection programme. <ol style="list-style-type: none"> 1. To get to 100% on domestic properties. 2. There will not be a spike and rush to complete the communal ones at the end of year which will allow us more time to go through the remedial works and quality of survey. 3. This will lower the amount of re inspection surveys we carry out, saving us time and money.

<ul style="list-style-type: none"> Progress with completion of follow up works - number of actions 'completed,' 'in time' and overdue. 	<p>0 in March, all in date</p>
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Asbestos Notes: Asbestos will be the final to go on True Compliance.

Electrical

<p>Total number of properties split by domestic, communal blocks and other</p>	<p>Domestic - 3054 Communal - 274 Commercial buildings - 2 Garages block - 34</p>
<p>Properties on the electrical inspection and testing programme</p>	<p>Domestic - 3054 Communal - 164 Commercial building - 2 Garage blocks - 1</p>
<p>Properties with a valid in date EICR (In line with 10 year inspection period). This is level of compliance expressed as a number and a percentage</p>	<p>129 properties total with a 10 year EICR 123 compliant with a 10 year EICR 95.34% compliance Communal 1 properties with 10 year EICR Domestic 128 properties with 10 year EICR</p>
<p>Properties with an expired and out of date EICR (In line with 10 year inspection period). This is level of non compliance expressed as a number and a percentage</p>	<p>6 Non compliant 2.28% Domestic - 1 of which have expired and forced entries have now been authorised to go ahead. Letters to be sent out to start process 3 of which have expired are hoarders and with the housing team, referred at the end of March. 1 non compliant has access issue, it has had its three carded, the compliance team have attempted to make contact but no answer. This property has also been lettered by the contractor and the compliance team. Next step is for the compliance team to visit the property and ask housing for assistance. Communal - 1 properties with non compliant 10 year EICR (property previously showing on our list as having no communal supply, came to light</p>

	<p>when searching back through old spreadsheets & raised by the leaseholder who highlighted that she is paying for communal electrics) We completed an unsatisfactory cert for this on 01 February, this is down to it being connected within flat 1s consumer unit. We are getting this separated. The work has now been authorised with our contractor and UKPN and works are to begin in May.</p>
<p>Properties with a valid in date EICR (In line with 5 year inspection period). This is level of compliance expressed as a number and a percentage</p>	<p>3,087 with a 5 year EICR (comm & dom) 2,793 Compliant with a 5 year EICR (Com & Dom) 90.41% Compliant</p> <p>Communal 161 Blocks with a valid 5 year EICR Domestic 2,631 properties with a valid 5 year EICR Garage - 1 garage with a valid 5 year ECIR</p> <p>Community Buildings - 2 Buildings with a valid 5 year ECIR</p>
<p>Properties with an expired and out of date EICR (In line with 5 year inspection period). This is level of non compliance expressed as a number and a percentage</p>	<p>294 Non Compliant 9.58%</p> <p>22 - Certificates not found - these are being counted as a priority for an EICR (down from 54 last month) One is a completed waiting cert. One is a new building which we are awaiting the cert. 6 with future appointments, 8 with three carded appointments, 4 are ones we have spoken to the resident and there are underlying issues due to disabilities and covid reasons.</p> <p>172 - Non compliant, unsatisfactory certs (down from 385 last month) 103 came back from NRT 20 are newly unsatisfactory certs, needing remedial works. 46 have had three letters, 4 have had 2 letters, 33 have had at least one letter from contractor NRT only.</p> <p>69 with Mears, 13 Mears have future appointments 12 have had three visits, 12 have had two visits and 16 have had at least one visit</p>

	<p>26 of the non compliant have been visited by the Compliance Team in March.</p> <p>33 Non Compliant have appointments booked for remedial works / programmed in for April.</p> <p>7 Non compliant we have been told by the contractor have been completed but are awaiting cert - which we have been chasing.</p> <p>These figures will not tally up to 172 as some of the addresses will fall into a few of the breakdowns due to hitting certain criteria so will be counted twice.</p> <p>35 - Expired (down from 71 last month) All have future appointment dates 13 have had 3 or more carded dates</p> <p>6 Void - One unsatisfactory cert, remedials are being completed on void. One expired but being completed on void</p> <p>19 - Are with housing officers which are a mixture of social issues, going through a process. Compliance team and housing are working together to get through these, these are long term issues. However one has an appointment in March.</p> <p>40 access issues (down from 63 last month)All have had three or more letters/ carded visits, one has a future appointment and another has a three day rewire booked in for April.</p> <p>All of the non compliant/ access issues will be visited/revisited in May by the compliance team and appointments will be made at the door between resident and contractor or a compliance letter will be posted through the door. This was completed in a previous month and out of 107 visits where 42 appointments were booked.</p>
<p>Properties which are due to be inspected within next 30 days - this is the early warning system</p>	<p>TDC have instructed the contractors to complete the unknowns, overdues and then 10 year certs this will bring us in line with regulations.</p> <p>27 due in 90 days</p> <p>These have all been sent to the contractor to be planned in.</p> <p>Weekly meetings are still happening with Mears to update and go through any concerns or issues so the compliance team can address.</p>

<p>Narrative including:</p> <ul style="list-style-type: none"> ● Current Position ● Corrective action required ● Anticipated impact of corrective action ● Progress with completion of follow up works 	<p>NRT had 535 over all. NRT has now finished helping with EICR due to budget.</p> <p>NRT completed 378 compliant EICRs</p> <p>22 requires remedial works, as the work has now been completed full EICR is now required as one electrician will not sign off another engineer's work.</p> <p>135 now handed back to Mears, All of which have been lettered by NRT and the compliance team, the compliance team letters were hand delivered.</p> <p>Ball Contractor - had 30 address to which they completed 10 Handed back 20</p> <p>PJC - 30 overall, Completed 4 PJC, we are waiting on an update to see if PJC will be continuing.</p> <p>CEAS - 40 over all 23 Completed Waiting for an update on the rest of the jobs.</p> <p>TDC compliance team are calling ahead to confirm the residents appointments.</p> <p>TDC Compliance officer visited 107 properties to make appointments with the residents and contractors on the doorstep. With the resident who weren't in, a letter was dropped. This process will be repeated with all outstanding EICRs as this proved to be very beneficial with 42 appointments booked on the doorstep.</p>
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Notes: TDC Compliance team have now loaded the certs on True Compliance and are working on some customisation for TDC.

Gas

Total number of properties split by domestic, communal blocks and 'other'	Domestic - 3054 Communal - 274 Community building - 4 Garages block - 34
Properties on the gas / heating programme	2607
Properties with a valid in date LGSR certification. This is the level of compliance expressed as a figure and a percentage	2607 100% Complaint
Properties due to be serviced in the next 30 days. This is the early warning system	18 - All have booked appointments and the forced entry process has started.
The number of follow up works / actions arising from any tests / inspections and the numbers completed, in time and overdue	Our new system will provide this information, all certs have been loaded and contractors are now loading the portal. Next step is the remedial work and train contractors on this There is a lot of work to be done first to close down ones where there aren't actual works completing

Notes: True Compliance is now live for the Gas Stream and Gas Call is uploading the LGSRs directly onto the system.

Glossary

True Compliance - a compliance database, recently procured to hold all compliance information.

LOLER - Lifting Operations and Lifting Equipment Regulations. This is the inspection that lifts must have twice per year to prove they are safe and compliant. Actions that come out of this inspection fall into the following categories:

- **A defect** - this is a serious risk to health and safety. The action must be completed there and then or the lift needs to be decommissioned
- **B defect** - is a low or medium risk to health and safety. This must be completed before the next LOLER inspection in 6 months,

Entrapment - when a person or persons becomes trapped in a passenger lift. There is a call point in the lift for them to call for help.

Legionella Risk Assessment (LRA) - a programme of inspections required to ensure the risk of stored water supplied to residents (i.e. properties with shared water tanks) is low risk for harbouring legionella bacteria.

Fire Risk Assessment (FRA) - a programme of inspections required on flatted blocks that have a shared internal communal space. The frequency is between 1 - 3 years depending on the risk rating of the block.

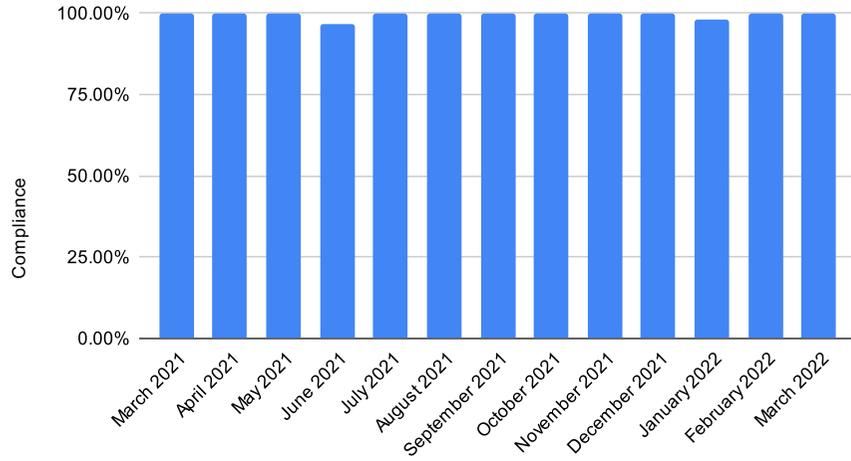
EICR - Electrical Installation Condition Report - carried out once every 5 years on communal areas with an electrical supply on all tenanted properties. We used to be able to obtain 10 year certificates until the regulations changed on 1 April 2021.

LGSR - Landlord Gas Safety record - carried out annually

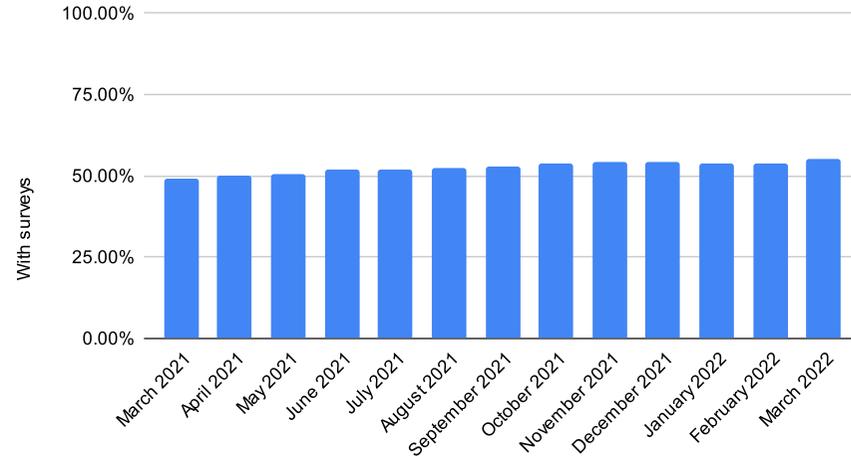
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Appendix 2: Charts

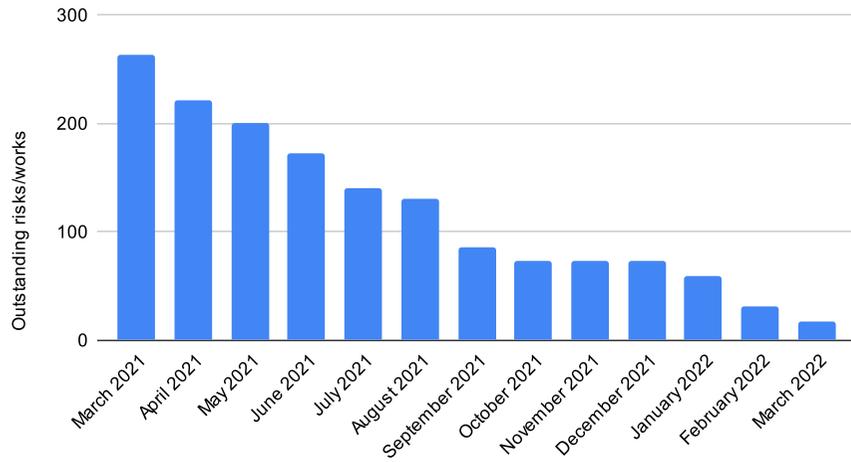
Communal Asbestos Surveys



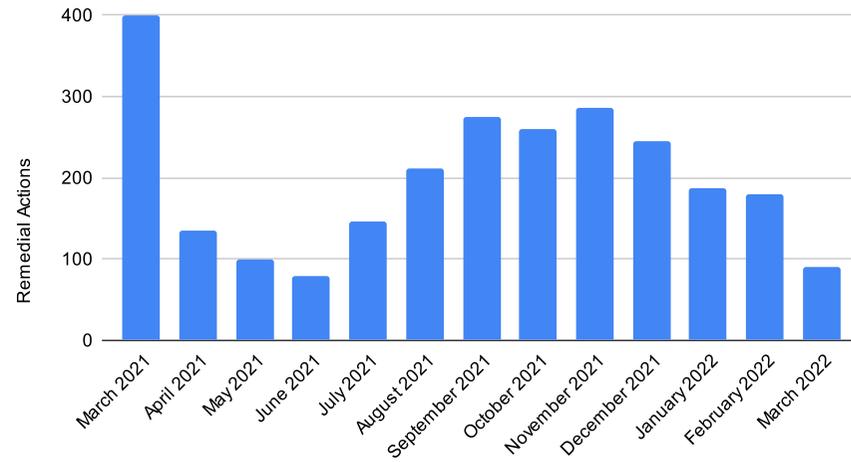
Domestic Properties with Asbestos Surveys



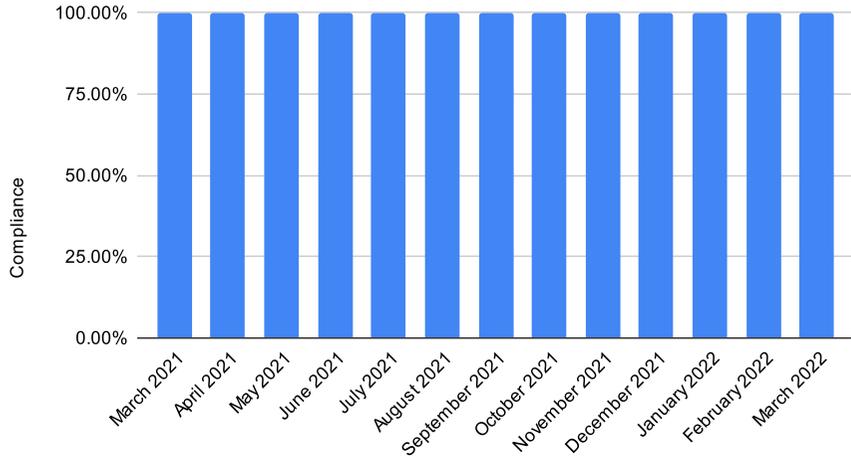
Legionella: Outstanding risks/works



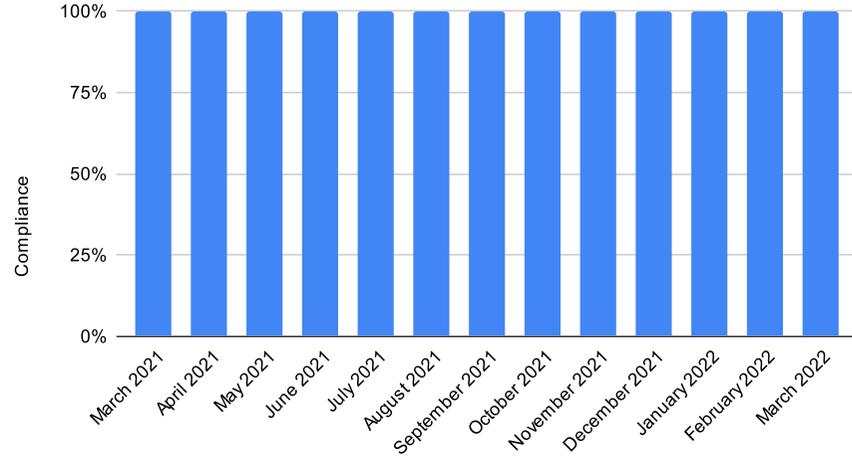
Fire Safety: Outstanding Remedial Actions



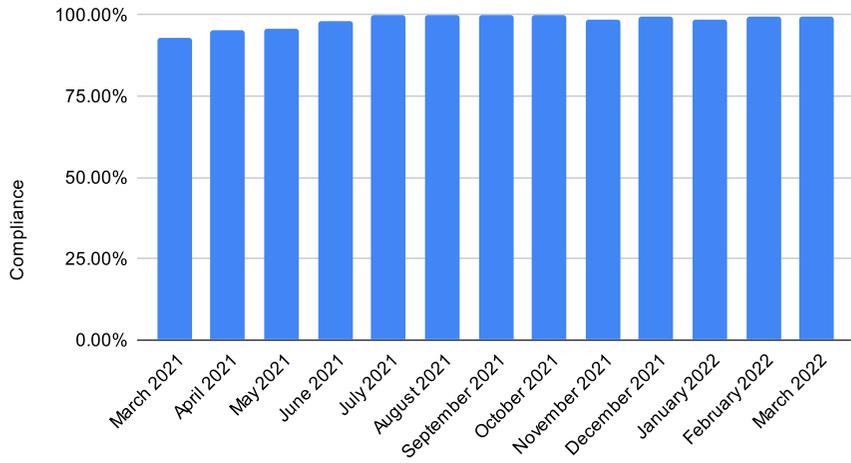
Properties with a valid Landlord Gas Safety



Lifts



Communal EICRs



Domestic EICRs

