

Cabinet



SOUTH
KESTEVEN
DISTRICT
COUNCIL



Monday, 11 September 2023 at 2.00 pm
Council Chamber - South Kesteven House, St. Peter's Hill, Grantham. NG31 6PZ

Cabinet Members: Councillor Richard Cleaver, The Leader of the Council (Chairman)
Councillor Ashley Baxter, Deputy Leader of the Council and Cabinet Member for Finance and Economic Development (Vice-Chairman)

Councillor Rhys Baker, Cabinet Member for Environment and Waste (jobshare)
Councillor Phil Dilks, Cabinet Member for Housing and Planning
Councillor Patsy Ellis, Cabinet Member for Environment and Waste (jobshare)
Councillor Philip Knowles, Cabinet Member for Corporate Governance and Licensing
Councillor Rhea Rayside, Cabinet Member for People and Communities
Councillor Paul Stokes, Cabinet Member for Leisure and Culture

Agenda

This meeting can be watched as a live stream, or at a later date, [via the SKDC Public-I Channel](#)

- 1. Apologies for absence**
- 2. Minutes of the previous meeting** (Pages 5 - 13)
Minutes of the meeting held on 11 July 2023.
- 3. Disclosure of Interests**

Items for recommendation to Council

Published and despatched by democracy@southkesteven.gov.uk on Friday, 1 September 2023.

01476 406080

Karen Bradford, Chief Executive
www.southkesteven.gov.uk

4. **Proposed Replacement Depot Turnpike Close Grantham** (To Follow)
Cabinet is asked to consider the proposals and agree next steps to enable the development of a new depot at Turnpike Close in Grantham.

5. **Proposals for the upgrading of District Council street lights to LED units** (Pages 15 - 23)
This report provides an overview regarding South Kesteven District Council's potential to upgrade District Council operated streetlights to energy efficient LED units.

6. **Housing Revenue Account Acquisitions Capital Budget** (Pages 25 - 28)
To seek support and a recommendation to Council to amend the 2023/24 Housing Revenue Account (HRA) capital allocation of Housing Development Investment by an additional £1m to be able to respond promptly to opportunities to purchase properties to increase the Council's housing stock.

Items for Cabinet Decision: Key

7. **Contract Awards in relation to social landlord responsibilities** (Pages 29 - 81)
This report is for the contract award for installation of new fire doors and associated safety works identified as part of the fire door inspection programme.

This award is to complement the award for compartmentation works which was approved at Cabinet on 30 May 2023.

Items for Cabinet Decision: Non-Key

8. **Control Room Relocation** (Pages 83 - 86)
To seek approval to relocate the Control Room to the Grantham Police Station.

9. **Comprehensive Masterplan for Local Plan allocation at Low Road, Barrowby** (Pages 87 - 165)
To seek approval from Cabinet for the submitted Comprehensive Masterplan document for the Local Plan residential development site allocation at Low Road, Barrowby (Local Plan Ref: LV-H3).

10. **State of the District Report 2023** (Pages 167 - 186)
This report presents to Cabinet the State of the District Report 2023.

11. **Refreshed Corporate Values** (Pages 187 - 193)
To provide Cabinet with an update on the refresh of South Kesteven District Council's corporate values and the activity that has taken place to identify potential new values. The report seeks approval from Cabinet of the proposed new values, as recommended by Employment Committee.

Items for information

12. **Key and Non-Key Decisions taken under Delegated Powers** (Pages 195 - 210)
This report provides an overview of decisions taken by individual Cabinet

Members since the last meeting of the Cabinet on 11 July 2023.

13. Cabinet's Forward Plan

(Pages 211 - 222)

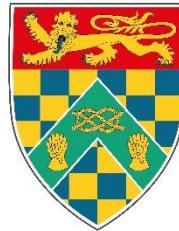
This report highlights matters on the Cabinet's Forward Plan.

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Minutes

Cabinet

Tuesday, 11 July 2023



SOUTH
KESTEVEN
DISTRICT
COUNCIL

The Leader: Councillor Richard Cleaver, The Leader of the Council (Chairman)

The Deputy Leader: Councillor Ashley Baxter, Deputy Leader of the Council and Cabinet Member for Finance and Economic Development (Vice-Chairman)

Cabinet Members present

Councillor Rhys Baker, Cabinet Member for Environment and Waste (jobshare)

Councillor Phil Dilks, Cabinet Member for Housing and Planning

Councillor Patsy Ellis, Cabinet Member for Environment and Waste (jobshare)

Councillor Philip Knowles, Cabinet Member for Corporate Governance and Licensing

Councillor Rhea Rayside, Cabinet Member for People and Communities

Councillor Paul Stokes, Cabinet Member for Leisure and Culture

Non-Cabinet Members present

Councillor Tim Harrison

Councillor Ian Selby

Councillor Mark Whittington

Officers

Karen Bradford, Chief Executive

Richard Wyles, Chief Finance Officer and Deputy Chief Executive (Section 151 Officer)

Nicola McCoy-Brown, Director of Growth and Culture (Deputy Monitoring Officer)

Craig Spence, Acting Director of Housing

Adrian Ash, Interim Assistant Director of Operations

Anne-Marie Coulthard, Assistant Director of Operations and Public Protection

Graham Watts, Assistant Director of Governance (Monitoring Officer)

George Chase, Waste and Recycling Manager

Chris Prime, Communications Manager

Debbie Roberts, Head of Corporate Projects, Policy and Performance

James Welbourn, Democratic Services Manager

Molly-Mae Taylor, Communications Officer

9. Apologies for absence

There were no apologies for absence.

Councillor Rhys Baker was acting as Cabinet Member for Environment and Waste for the meeting, under the job share arrangement with Councillor Patsy Ellis.

10. Minutes of the previous meeting

The minutes of the meeting held on 30 May 2023 were approved as a correct record.

11. Disclosure of Interests

There were no disclosures of interests.

12. Local Authority Housing Fund (LAHF)

Purpose of report

To seek delegation for the spend of the awarded Local Authority Housing Fund (LAHF) grant to the Section 151 Officer and Cabinet Member for Housing and Planning. This would allow the Council to increase the social housing stock to support the provision of accommodation to Ukraine and Afghan families.

Decision

That Cabinet delegates authority to the Council's Section 151 Officer in consultation with the Cabinet Member for Housing and Planning to acquire properties utilising the allocated Local Authority Housing Fund (LAHF) grant funding, in accordance with the grant agreement arrangements.

Alternative options considered and rejected

The LAHF was a Government fund provided to aid local authorities to meet the significant challenges presented as a result of the Afghan and Ukraine schemes.

If the Council was unable to purchase the properties through this scheme, the housing need that the properties were designed to meet was likely to arise anyway. The homes provided under the scheme would make a net positive contribution to housing available to the Council to meet need, therefore supporting the Council in meeting the needs of the wider population.

In light of the above, there were no other options considered.

Reasons for decision

By enabling the delegation, the Council would be able to react to emerging opportunities at short notice with the aim of fully utilising the LAHF grant funding awarded.

A full property market appraisal would take place, with full valuations included; officers were currently in negotiations with the developer to source new properties rather than buy from older stock.

13. New Build Housing Scheme for 4 units at Elizabeth Rd, Stamford

Purpose of report

This report set out the proposals for a 4-unit new build social housing development at Elizabeth Road, Stamford and recommended that the new build contract be awarded to D.Brown Building Contractors Ltd.

Decision

That Cabinet:

1. Approves the contract award to D Brown Building Contractors Ltd to undertake works to facilitate and deliver the development of a 4-unit new build housing scheme at Elizabeth Road, Stamford for the sum of £665,952.28.
2. Agrees to delegate price variations to the contract of no greater than 10% to the Chief Finance Officer, in consultation with the Cabinet Member for Housing and Planning, due to the complexity of the new build and the associated price volatility.
3. Delegates the Chief Finance Officer in consultation with the Cabinet Member for Housing and Planning to enter into the contract with D. Brown Building Contractors Ltd.

Alternative options considered and rejected

The Council could have waited to commence the scheme or not build the apartments.

Reasons for decision

There was a housing need for the Council to develop the site, therefore the resolution was for the contract be awarded so that works could commence in Autumn 2023.

The demand for one-bedroomed properties in Stamford was high, with around 250 people on the housing register requesting this type of property.

Thanks were placed on record to the Housing team for identifying an appropriate development site, and for bringing the plans to Cabinet.

14. Provisional Outturn Position Report 2022/23

Purpose of report

This report provided the Cabinet with the details of the Council's provisional outturn position for the financial year 2022/23. The report covered the General Fund Revenue Budget, the Housing Revenue Account Budget, the Capital Programmes for both the General Fund and Housing Revenue Account, and the Reserves overview for both the General Fund and Housing Revenue Account.

Decision

That Cabinet:

1. Recommend for approval to Governance and Audit Committee the provisional Revenue and Capital Outturn position for the financial year 2022/23.
2. Approve the budget carry forwards, as at appendices D and H.
3. Recommend to Governance and Audit Committee the following reserve movements in respect of the General Fund:
 - a) £1.5m of the Business Rates Volatility reserve to be transferred to the:
 - o ICT Reserve (increase by £0.150m)
 - o Property Maintenance Reserve (increase by £0.400m)
 - o Invest To Save Reserve (increase by £0.150m)
 - o Climate Change Reserve (increase by £0.300m)
 - o Creation of a Pay Award Reserve of £0.500m
 - b) The balance of the Inflation Reserve of £0.500m to be transferred to the:
 - o Budget Stabilisation reserve (increase by £0.250m)
 - o Street Scene reserve (increase by £0.250m)
4. To approve the implementation of the pay award with effect from 1 April 2023 of £1,925 for officers earning less than £50,000, 3.88% for officers earning over £50,000, 3.5% for Chief Officers and 3.88% to Members Allowances.
5. Delegates authority to the Section 151 Officer and Head of Paid Service in consultation with the Leader and Deputy Leader to make a further adjustment once the outcome of the national negotiations are finalised.

Alternative options considered and rejected

The options considered as part of the Outturn were explored in detail within the report.

Reasons for decision

Members should be kept updated on the financial position of the Authority, as effective budget management was critical to ensuring financial resources were spent in line with the budget and were targeted towards the Council's priorities. Monitoring enabled the early identification of variations against the plan and facilitated timely corrective action.

This report provided an overview of the provisional outturn financial position for the Council for 2022/2023. It had previously been scrutinised by the Finance and Economic Overview and Scrutiny Committee which had:

- Recommended to Governance and Audit Committee that the provisional outturn and proposed reserve movements in respect of the General Fund were approved
- Recommended to Cabinet approval of the budget carry forwards as set out in Appendices D and H of the report

The overall outturn was better than previously forecasted for the Council, in part due to the decrease in energy prices. However, there were still a number of financial pressures for the Council.

There were a number of reserves being either created or amended, including the ICT Reserve, Property Maintenance Reserve, Invest To Save Reserve, Climate Change Reserve and the Pay Award Reserve.

There had been a slight change to the terms of the Local Government Pay Award since it had been considered by Finance and Economic Overview and Scrutiny Committee; on 23 February 2023 Local Government were offered a pay increase for 2023/24 of £1,925 for officers earning less than £50,000 and 3.88% for officers (excluding Chief Officers) earning over £50,000 and an allowance increase of 3.88%. This had been rejected by the Trade Unions. South Kesteven District Council had a local pay agreement so it was able to implement the pay increase that had been offered. Therefore, it was proposed in the interim to pay the current pay offer pending settlement of the national position and to delegate authority to the Section 151 Officer and Head of Paid Service in consultation with the Leader and Deputy Leader to make a further adjustment to pay grades once the outcome of the national negotiations was finalised.

Any schemes or costings utilising the above reserves would be considered through the appropriate forum, which could be through committee, or Cabinet Member or Officer decision.

15. South Kesteven District Council (Off-Street Parking Places) (Civil Enforcement) Order 2023

Purpose of report

This report presented the draft South Kesteven District Council (Off-Street Parking Places) (Civil Enforcement) Order 2023 for consideration.

Decision

That Cabinet:

1. Approves the draft South Kesteven District Council (Off-Street Parking Places) (Civil Enforcement Order) 2023, without amendments, for consultation in accordance with the Local Authorities' Traffic Orders (Procedure) (England and Wales) Regulations 1996.

2. Delegates to the Deputy Chief Executive in consultation with the Cabinet Member for Property and Public Engagement to consider the results of the consultation and approve the introduction of the Order.

Alternative options considered and rejected

As a minimum, the existing 2017 Order must be amended to reflect changes to legislation.

The Council must have followed a prescribed process to adopt or amend an Order. This included consultation with a range of statutory bodies and the public.

Reasons for decision

To enable the effective management of off-street parking places within South Kesteven, the existing Order had been reviewed and rewritten. A new Order was to be invoked to:

- remove any reference to Regulations which have recently been replaced by 'The Civil Enforcement of Road Traffic Contraventions (Approved Devices, Charging Guidelines and General Provisions) (England) Regulations 2022'
- revoke the existing Off-Street Parking Place Orders relating to the Council operated bus stations at Grantham, Stamford and Bourne. The proposed Order would allow for consistent enforcement and restrict use to vehicles authorised by the Council at the bus stations
- encompass additional Council owned parking places, including those where no fee is currently payable, in order to support consistent enforcement of parking contraventions
- introduce a 4-hour maximum parking period at Stamford Leisure Centre to ensure that parking was available for leisure centre users. All day parking by non-leisure centre users had become commonplace and was impacting on availability for users of the centre
- remove the sites at St. Catherine's Road, Grantham, and Arnoldfield, Gonerby Hill Foot, which are no longer parking places.
- include provisions relating to the use of the designated bays by electric vehicles for charging in the car parks at Welham Street, Grantham, North Street, Stamford, Burghley Street, Bourne and the Community Centre, Douglas Road, Market Deeping.

16. Introduction of the Separate Collection of Paper and Card (Twin Stream Recycling)

Purpose of report

The separate kerbside collection of paper and card for recycling was being rolled out across Lincolnshire. This paper proposed the introduction of the service within South Kesteven.

Decision

That Cabinet:

1. Approves the introduction of a service for the separate kerbside collection of paper and card for recycling across the district.
2. Approves the revised South Kesteven District Council Waste and Recycling Operational Policy.
3. Approves the Council's TEEP (technically, environmentally and economically practical) Assessment.

Alternative options considered and rejected

The twin stream roll-out was phased across Lincolnshire, with three District Council's still to commence the scheme. Delaying the roll out in South Kesteven would impact on future roll-out for the remaining councils.

Section 51 of the Environmental Protection Act 1990 gave the waste disposal authority powers to give directions to waste collection authorities about the separation of waste if it was considered necessary for assisting it to comply with any obligation imposed on it by or under any enactment.

Reasons for decision

The implementation of twin stream recycling supported compliance with legislative requirements and achieved the Corporate Plan priority to work with the Lincolnshire Waste Partnership to reduce waste and further improve recycling.

The quality of recyclate across the District was poor in 2021/2022, with an average of 28% of the contents of recycling bins/sacks being contaminated. Paper and card in particular were highly prone to contamination. This report presented an opportunity to increase recycling rates.

In July 2019 the Lincolnshire Waste Partnership (LWP) conducted trials to collect paper and card separately, reducing the levels of contamination. The trials were successful, and the LWP agreed to seek to roll-out the separate collection of paper and card across Lincolnshire by 2024. The scheme was successfully in operation in North Kesteven, Boston, West Lindsey and East Lindsey.

It was likely that the roll-out of communications and publicity related to the separate paper and card collections would commence from October/November 2023, with the first bin collection being envisaged for January 2024.

The Cabinet Member for Environment and Waste outlined several key points related to topics of discussion amongst members of the public:

- The scheme did not have any cost to the Council – the full cost was being borne by Lincolnshire County Council.

- During initial trials in other district areas, feedback was sought from participating households. Comments from this consultation activity could be taken on board.
- All households currently in receipt of a silver bin will receive a new, purple bin.
- Additional paper and card recycling placed at the side of the bin, known as 'side waste' would not be collected.
- The separation of paper and card from the silver recycling bin should lead to increased capacity. Therefore, there should not be a problem with overflowing bins.
- There were no proposed changes to collection days, and the collections would still be fortnightly. Each household would receive a bin calendar.
- Switching to a bin would be an option for those that currently had a 'sack' collection. There was no current sack collection for paper and card proposed, but Lincolnshire County Council were exploring alternative options.
- The rollout of new bins was controlled by Lincolnshire County Council, and a team of Engagement Officers would provide support.

The following points were raised during debate:

- The report was debated and recommended by the Environment Overview and Scrutiny Committee held on 11 July 2023.
- There may be issues for those residents that struggled to accommodate an extra recycling bin.
- There was no constitutional requirement for Full Council to take the final decision on this matter. A motion was put at the meeting of the Environment Overview and Scrutiny Committee to recommend to Cabinet that it should seek approval at Full Council, but this motion was defeated at the Committee.
- Any educational resources should encourage residents to put their bins out on the correct days.
- Ward members were encouraged to respond actively to any residents' concerns they may encounter as a result of the new arrangements.

17. Cultural Strategy

Purpose of report

To consider a recommendation made by the Culture and Leisure Overview and Scrutiny Committee that the draft Cultural Strategy (2023 – 2026) be formally adopted.

Decision

That Cabinet:

1. Approves the adoption of the Cultural Strategy (2023 to 2026) to underpin the corporate priority of Healthy and Strong Communities.

2. Endorses that a six-monthly update was provided to the Culture and Leisure Overview and Scrutiny Committee detailing progress and delivery of the Action Plan contained within the Cultural Strategy.

Alternative options considered and rejected

Within its Corporate Plan, the Council had committed to building on, and celebrating the rich heritage and culture of the District with a key priority to develop a refreshed Cultural Strategy. Therefore the 'do nothing' option was discounted.

Reasons for decision

At the meeting of the Culture and Leisure Overview and Scrutiny Committee held on 13 June 2023, Members considered a report detailing the work undertaken to develop the draft Cultural Strategy. Following debate, a recommendation to Cabinet was made that the Strategy should be formally adopted.

Members of the Culture and Leisure Overview and Scrutiny Committee had agreed to receive six monthly updates on the progress and delivery of the Action Plan contained within the draft Cultural Strategy.

There had been significant consultation by the Council on this Strategy, and the Council had been supported by Red Quadrant in this regard.

Arts and cultural activity were highly regarded by residents but spend on these areas was discretionary for local authorities. This strategy focussed on engendering a collaborative approach with communities; enabling members of the public to participate in culture and leisure events can be more beneficial than expensive programmes that were difficult to access.

18. Cabinet's Forward Plan

Items on the Forward Plan for September 2023, such as the Proposed Development Brief for Land at Stamford North, and the Upgrade of CCTV were likely to be considered later in the year.

An item on LED streetlights for September was to be added to the Forward Plan.

The remainder of the Forward Plan was noted.

Thanks were given to Anne-Marie Coulthard, the outgoing Assistant Director for Operations and Public Protection, for her dedication, commitment and service to South Kesteven District Council over the last 25 years.

The meeting closed at 14:51.

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Cabinet

11 September 2023

Report of Councillor Ashley Baxter,
Deputy Leader and Councillors Patsy
Ellis and Rhys Baker Cabinet Members
for Environment and Waste

Proposals for the upgrading of District Council street lights to LED units

Report Author

Richard Wyles, Deputy Chief Executive and s151 Officer

 Richard.wyles@southkesteven.gov.uk

Purpose of Report

This report provides an overview regarding South Kesteven District Council's potential to upgrade District Council operated streetlights to energy efficient LED (Light Emitting Diode) units.

Recommendations

Cabinet is asked:

1. To recommend to Council the allocation of funding of £1 million to accelerate the replacement of the Council operated street lights with LED energy efficiency lamps. The scheme to be funded as follows:
 - £500k Invest to Save Reserve
 - £250k Budget Stabilisation Reserve
 - £250k Local Priorities Reserve
2. To request Environment Overview and Scrutiny Committee review the current Street Lighting Policy with regard to further reducing energy costs at specific times and locations.

Decision Information	
Is this a Key Decision?	Yes
Does the report contain any exempt or confidential information not for publication?	No
What are the relevant corporate priorities?	Clean and sustainable environment
Which wards are impacted?	All wards

1. Implications

Taking into consideration implications relating to finance and procurement, legal and governance, risk and mitigation, health and safety, diversity and inclusion, safeguarding, staffing, community safety, mental health and wellbeing and the impact on the Council's declaration of a climate change emergency, the following implications have been identified:

Finance and Procurement

- 1.1 The financial implications, should there be a faster paced rollout of energy efficient units, will incur a significant financial outlay. However, the ongoing revenue savings will also be a significant contribution towards reducing the Council's operating expenditure. The funding of any accelerated replacement programme will be required to be funded from reserves as no budget allocation in this financial year has been made. Following an analysis of the reserves and the anticipated use during the current financial year, the proposal is to provide the funding from the following: £500k Invest to Save reserve, £250k Budget Stabilisation Reserve and £250k Local Priorities Reserve.

Completed by: Richard Wyles, Chief Finance Officer (s151 Officer)

Legal and Governance

- 1.2 Councils do not have a duty to provide streetlighting, however once provided, the local authority does have a duty to maintain the system in a safe condition.
- 1.3 Regarding considerations to continue to upgrade lamps to LED any further changes to the project to allocate further funding would need to comply with the Council's Financial Regulations and Contract Procedure Rules.

Completed by: Graham Watts, Assistant Director of Governance and Monitoring Officer

Climate Change

- 1.4 The energy reduction potential of upgrading the Council's stock of lamps to LED is significant, with streetlighting being the single largest area of electricity consumption for the Council. Annual carbon savings are modelled within the report which will contribute towards the Council's carbon reduction target.

Completed by: Serena Brown, Sustainability and Climate Change Officer

2. Background to the Report and Reasons for Recommendations

- 2.1 South Kesteven District Council is responsible for 3893 streetlights within the district which are all funded from the Council's General Fund.
- 2.2 The majority of lights operated by the Council are 35W (or 36W) low pressure sodium lamps and are responsible just over 4% of the Council's total carbon emissions – a significant contribution.
- 2.3 Several different options have been considered in the past regarding the most efficient management of the Council's stock of streetlights. Following a recommendation by Environment Overview and Scrutiny Committee, Cabinet on the [12th July 2018](#) considered and approved a policy, attached at Appendix A, addressing how the Council's streetlights shall be managed.
- 2.4 The policy at Appendix A includes the objective: "To ensure South Kesteven District Council streetlights provide illumination during the hours of darkness". This is a different approach compared to Lincolnshire County Council, where lamps are dark between the hours of midnight to 6am in order to maximise energy savings and achieve cost savings.
- 2.5 Following a decision at Cabinet on the [11th June 2019](#), a project was initiated to accelerate upgrade of the Council's stock of streetlights to LED lamps, replacing the existing policy to upgrade only failed lamps. This allocated £100,000 from the Council's Invest to Save reserve as part of a 12-year overall programme. Benefits noted from the upgrades included a reduction in electricity use and associated costs, with a consequent reduction in carbon emissions.
- 2.6 In tandem with project development work required for the main LED upgrades, repair and maintenance arrangements for existing lamps have also been reviewed. Current arrangements are for ongoing reactive maintenance of non-LED lamps where feasible, and where lamps are beyond repair these are now being updated to LEDs. Currently, there is no budget to replace every failed unit with an LED upgrade.
- 2.7 The main contract for the upgrade of streetlights to LED was subsequently awarded, effective from August 2021. The below table is provided regarding the current number of streetlights upgraded to LED:

	August 2021	May 2023
Standard streetlights	3438	2894
LED streetlights	152	296
LED streetlights with dimming profile	-	403
TOTAL LED units	152	699

2.8 Through upgrading existing units to LED (with capability for dimming), the energy reduction achieved in the latest month, across the whole stock of lights, is 12%.

2.9 Since agreement of the Invest to Save budget, South Kesteven District Council, like many other organisations, has seen vastly escalating utility costs. The electricity budget for streetlighting for 2022/23 was set at £171k and the total spend for 2022/23 was £221k.

2.10 Therefore, the original expectations of reinvesting savings from reduced electricity use can no longer be met, as the increased cost of energy has outpaced the savings made through reduction. Currently there is no agreed standalone budget for upgrading the streetlights to LED, beyond an existing fund for reactive maintenance of broken lights.

2.11 As a result of the sharp escalation in energy costs, the business case for an accelerated programme of upgrades to LED across the whole stock of streetlights has become stronger. Prices for wholesale electricity and gas appear to have 'spiked' this winter. Nevertheless, current costs remain at a historic high and, given the volatility of energy markets and potential for further disruption next winter, it is reasonable to expect continuing high prices for both gas and electricity.

2.12 Reducing energy consumption from streetlighting also will contribute to the Council's declared carbon reduction target of at least 30% by 2030.

2.13 Four options have been explored to fulfil our obligations to provide lighting in the most cost and environmentally effective way. It is recognised several other options could be considered but these will depend upon the scope and scale of any replacement programme.

2.14 The Finance and Economic Overview and Scrutiny Committee met on 22nd June 2023 to review the four options, with particular regard to the financial, environment and service level implications. They agreed to pursue the full upgrade programme of Option 1 or 2, with the recommendation to allocate funding from Council reserves.

2.14.1 Option 1: Accelerate programme to upgrade all existing lights to LED.
Indicative costs have been obtained to upgrade all possible streetlight units to

LED within a year of contract commencement. This includes an allocation for potential upgrade of obsolete street light columns where required, estimated at 5% of the total stock of lights. A dimming schedule between midnight and 6am is assumed, where lights are dimmed to 50% of full illumination, in line with current policy. An overall energy saving by upgrading to LED with 6 hours of dimming of 63% is assumed based on supplier projections.

2.14.2 Option 2: Accelerate programme to upgrade all existing lights to LED and implement policy to switch off lighting between midnight to 6am. This option uses the same assumptions as Option 1, but rather than using the existing dimming profile assumes streetlights will be dark between midnight and 6am, with an assumed energy saving of 75%.

2.14.3 Option 3: Review provision of streetlighting with the aim to upgrade every other unit to LED and decommission remaining units. The potential to reduce the overall stock of streetlights which the Council are responsible to illuminate has also been explored.

2.14.4 Regarding option 3, consideration would need to be made on the placement of individual lamps to ensure the remaining provision of lighting is adequate around decommissioned columns. Once agreed, the Council would need to remove fuses from streetlights to be decommissioned at a cost per lamp. The lamps would remain liable for a standing charge for electricity when not in use. Once the light is declared as obsolete, the Council is obliged by National Grid to potentially disconnect and remove lighting columns after a 2 year period, at a further cost. The Council also has a duty of care to ensure the obsolete lighting column is inspected annually to ensure they remain safe. Finally, adequate signage would need to be added to every lighting column decommissioned, to help minimise the number of reports to the Council of faulty lights. Given the number of impediments to decommissioning and removing lamps, detailed costs have not been provided here.

2.14.5 Option 4: The Council could choose not to pursue a proactive programme of LED upgrades. This would require no upfront investment and lamps would only be replaced by LED when a streetlight has failed. This would mean a significantly longer programme of replacement and would need to consider a potential scarcity of replacement parts for existing lamps.

2.15 Simple payback has been calculated for Options 1 and 2 in the below table. This is based on the most up to date present and expected future costs for electricity. However, given ongoing utilities market volatility, costs may change as the programme develops. Therefore, the following calculations need to be viewed in that context.

	Option 1	Option 2
Estimated replacement cost	£1,003,765	£1,003,765
Energy saving cost estimated 63%*	£232,660	-
Energy saving cost estimated 75%*	-	£266,273
Annual carbon reduction (tonnes)	156	179
Pay back	5.3 years	4.5 years

*Less a deduction for a statutory safety check every two years

2.16 A compliant procurement route is under review in order to accelerate upgrades of remaining streetlights to LED.

3. Key Considerations

3.1 As included at Appendix A, a policy exists for South Kesteven District Council to ensure streetlights provide illumination during hours of darkness. In order to consider amending the current Street Lighting Policy in place, a consultation exercise would need to take place if the Committee is minded to support pursuing Option 2 or Option 3.

3.2 This would seek to engage, at a minimum, with statutory bodies including Lincolnshire County Council (as Highways Authority) to consider any potential areas of poor illumination as a result of the lamps not in use between midnight and 6am, as well as consultation with the police to consider any anti-social behaviour implications.

4. Other Options Considered

4.1 The four available options are listed above at section 2 of the report.

5. Consultation

5.1 Following the discussion at Finance and Economic Overview and Scrutiny Committee on 22 June 2023, the Committee noted their support for the development of an accelerated replacement scheme.

5.2 The Environment Overview and Scrutiny Committee, at their meeting on 11 June 2023, agreed to proceed with the strategy set out to upgrade all existing Council streetlights to LED lamps.

5.3 No formal consultation has taken place on the Council's approach to provision of streetlights to date. If Option 2 is pursued, to switch off streetlights during hours of darkness, further consultation with other statutory bodies would need to take place to understand the wider impacts.

6. Background Papers

6.1 Cabinet 12th July 2018 - [South Kesteven District Council - Agenda for Cabinet on Thursday, 12th July, 2018, 2.00 pm](#)
<http://moderngov.southkesteven.gov.uk/ieListDocuments.aspx?CId=164&MId=3624&Ver=4>

6.2 Cabinet 19th June 2019 - [2019-6-11 - Cabinet Street Lighting Report.pdf \(southkesteven.gov.uk\)](#)
<http://moderngov.southkesteven.gov.uk/documents/s22933/2019-6-11%20-%20Cabinet%20Street%20Lighting%20Report.pdf>

6.3 Environment Overview and Scrutiny Committee 15th December 2020 - [Street Light Upgrade to LED.pdf \(southkesteven.gov.uk\)](#)
<http://moderngov.southkesteven.gov.uk/documents/s28582/Street%20Light%20Upgrade%20to%20LED.pdf>

6.4 Finance and Economic Overview and Scrutiny Committee 22nd June 2023 - [Streetlights report.pdf \(southkesteven.gov.uk\)](#)
<http://moderngov.southkesteven.gov.uk/documents/s38106/Streetlights%20report.pdf>

7. Appendices

7.1 Appendix A SKDC Street Lighting Policy [approved by Cabinet June 2018]

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STREET LIGHTING POLICY

June 2018



**SOUTH
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COUNCIL**

Overview

The purpose of this policy is to ensure effective management of South Kesteven District Council's street lighting stock in order that the lighting is:

- Providing illumination when and where required;
- Safe
- Energy efficient
- Well maintained.

Objectives

- Ensure existing lighting stock is maintained in accordance with current electrical regulations to ensure it meets legal, health and safety requirements.
- To follow good practice guidance, in order to further reduce risk to council staff, contractors and the public.
- To ensure South Kesteven District Council street lights provide illumination during the hours of darkness.

Strategy

- To maintain and update a register of street lights including location, purpose, condition and lamp type.
- To ensure street lights are properly maintained.
- To replace street lights with more energy efficient units (eg LEDS) when existing lamps cease to function and/or when budget becomes available.
- To identify any SKDC street lights which might be considered redundant and consider their removal.
- To maintain the councils portfolio of street lighting via appropriate contract(s).

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SOUTH
KESTEVEN
DISTRICT
COUNCIL



Cabinet

11 September 2023

Report of: Councillor Phil Dilks, Cabinet Member for Housing

Housing Revenue Account Acquisitions Capital Budget

Report Author

Debbie Roberts, Head of Corporate Projects, Policy and Performance

✉️ Debbie.roberts@southkesteven.gov.uk

Purpose of Report

To seek support and a recommendation to Council to amend the 2023/24 Housing Revenue Account (HRA) capital allocation of Housing Development Investment by an additional £1m to be able to respond promptly to opportunities to purchase properties to increase the Council's housing stock.

Recommendations

That Cabinet recommends to Council the amendment of the Housing Revenue Account 2023/24 Capital Programme Housing Development Investment by an additional £1m.

Decision Information	
Is this a Key Decision?	Yes
Does the report contain any exempt or confidential information not for publication?	No
What are the relevant corporate priorities?	Housing that meets the needs of all residents
Which wards are impacted?	All

1. Implications

Taking into consideration implications relating to finance and procurement, legal and governance, risk and mitigation, health and safety, diversity and inclusion, safeguarding, staffing, community safety, mental health and wellbeing and the impact on the Council's declaration of a climate change emergency, the following implications have been identified:

Finance and Procurement

- 1.1 The proposal to increase the approved £3m to the HRA Capital Programme 'Housing Development Investment' by a further £1m is to ensure financial resources are made available in order to respond to opportunities that arise in order to purchase properties to include in the HRA housing stock.
- 1.2 The currently approved £3m has been fully committed to provide funding for new build schemes at Swinegate Grantham and Elizabeth Road Stamford. Therefore, there is a requirement to allocate further funding to avoid stock acquisition opportunities being missed.
- 1.3 The financing of this proposal would be sourced from the HRA reserves and therefore there would be no requirement to undertake borrowing.

Completed by: Richard Wyles, Deputy Chief Executive and s151 Officer.

Legal and Governance

- 1.4 In accordance with the Council's Financial Regulations, only Full Council is able to take the decision proposed in the recommendation of this report. It is therefore appropriate that Cabinet considers whether a recommendation to Full Council should be made in respect of this item.

Completed by: Graham Watts, Assistant Director of Governance and Monitoring Officer

2. Background to the Report

- 2.1 The Council has a clear commitment in its Corporate Plan 2020-2023 to provide *“Housing that meets the needs of all residents”*.
- 2.2 The Council can obtain housing either from buying back former properties lost through the Right to Buy scheme, by building its own affordable units on Council HRA owned land or by purchasing units from developers or on the open market to meet the specific needs of those in the District.
- 2.3 A proposed Housing Revenue Account Asset Acquisition and Disposal Policy 2023 has been developed for consideration by the Housing Overview and Scrutiny Committee and this will provide the framework in which this proposed £1m allocation will be utilised.
- 2.4 The Council’s Housing Revenue Account Asset Acquisition and Disposal Policy applies to the Council’s acquisition and disposal of land, development sites, residential properties, former council properties, current housing stock and empty homes acquired using Right to Buy receipts, Section 106 affordable homes funding or HRA reserves to increase the supply of affordable homes and to bring more empty homes back into use.
- 2.5 The Council has been approached directly by landowners/property owners offering to sell vacant, recently developed housing sites or individual private properties. It is proposed that residential sites offered to the Council for sale directly or that become available on the open market are assessed to determine if they meet the Council’s strategic priorities and a defined local social housing need.
 - 2.6.1 The decision to purchase sites will be dependent on a business case and considered on a site-by-site basis which would be determined by the following factors:
 - Due to the financial costs and resources required by the Council to purchase land/properties, larger sites will be prioritised over individual properties if resources are limited at any time.
 - The viability of the purchase, new build/refurbishment and borrowing costs will be assessed against rent levels as set out in the Council’s rent policy to ensure that all development/developed sites/private properties deliver value for money for the HRA. The Council will undertake land valuations when considering any purchase of land sites.
 - 2.6.2 Having a capital allocation for these ad-hoc purchases will mean that the Council can act swiftly when approached to reduce the risk of the Council not being able to secure them to bolster the housing stock and those that are lost from the Right to Buy process and supports the pipeline of acquiring/building new homes.

3. Key Considerations

3.1 The Council is now being approached on some larger development schemes (of which there are a proportionate number of affordable housing units) to acquire the affordable units due to some registered providers not being able to secure funding due to the current financial uncertainty. The Council is in a strong position to acquire them given the HRA balances and the amount of receipts/S106 funding that can be used.

4. Other Options Considered

4.1 The Council could decide not to purchase any additional properties. This would not meet the housing needs priority of the Corporate Plan and not support the pipeline of delivering new housing in the District.

5. Reasons for the Recommendations

5.1 To be able to increase the housing stock to meet the needs of our residents.



SOUTH
KESTEVEN
DISTRICT
COUNCIL



Cabinet

11th September 2023

Report of: Councillor Phil Dilks
Cabinet Member for Housing and
Property

Contract Awards in relation to Social Landlord Responsibilities

Report Author

Julie Martin, Head of Technical Services

Julie.martin@southkesteven.gov.uk

Purpose of Report

This report is for the contract award for installation of new fire doors and associated safety works identified as part of the fire door inspection programme.

This award is to complement the award for compartmentation works which was approved at Cabinet on 30th May 2023.

The procurement was completed through a compliant procurement process, with the contract to be awarded through the Consortium Procurement Construction (CPC) framework.

Recommendations

That Cabinet approves the direct award of a contract for Fire door and associated works via the CPC East England regional lot to Global HSE Solutions Ltd for a two-year period with the option for two one-year extensions. The estimated contract value is £500,000 per annum for the life of the contract.

Decision Information	
Is this a Key Decision?	Yes
Does the report contain any exempt or confidential information not for publication?	No
What are the relevant corporate priorities?	Housing that meets the needs of all residents
Which wards are impacted?	All

1. Implications

Taking into consideration implications relating to finance and procurement, legal and governance, risk and mitigation, health and safety, diversity and inclusion, safeguarding, staffing, community safety, mental health and wellbeing and the impact on the Council's declaration of a climate change emergency, the following implications have been identified:

Finance and Procurement

- 1.1 The recommended award of the contract is within budgeted levels for the Housing Revenue Account.
- 1.2 A Direct Award for this value would not necessarily achieve value for money (VFM) and would normally be subject to a level of competition. However, due to the priority of these works and the need for compliancy and safety for our residents, VFM is not the priority in this instance.
- 1.3 It is recommended that a Direct award should only be considered as the procurement option where time is a constraint but in order to achieve best value sufficient time should be built in in order to test the market and achieve a competitive bid.

Completed by: Richard Wyles, Deputy Chief Executive and s151 Officer

Legal and Governance

- 1.4 The award of this contract has followed the necessary processes in accordance with Contract Procedure Rules.

Completed by: Graham Watts, Assistant Director of Governance and Monitoring Officer

2. Background to the Report

- 2.1 The Council has a clear commitment in its Corporate Plan 2020-2023 to provide *“Housing that meets the needs of all residents”*. As a stock-retained local authority, the Council has statutory and regulatory obligations to maintain and repair circa 5,900 properties.
- 2.2 Fire safety is a key housing compliance obligation and the requirement to ensure compliant fire door installation with the necessary certification and maintenance is essential to ensuring the ongoing health and safety of our tenants which this contract enables us to deliver.
- 2.3 We have ensured compliance with the procurement process for this contract by engaging both Welland Procurement and our in-house Procurement Officer. The contract is proposed to be awarded via a national framework to ensure deliverability, minimal risk and compliance with procurement guidelines.
- 2.4 The framework specification can be found at Appendix 1 – FS1-P-Passive Fire Protection.
- 2.5 Should Cabinet approve this contract award; the Council shall enter into a contract for an initial two years with the option for two one-year extensions dependent upon the Council's satisfaction with performance and quality of work completed.

3. Key Considerations

- 3.1 A fully compliant procurement process has been undertaken resulting in the identification of a supplier to undertake this important aspect of work.
- 3.2 There are no existing contracts in place to complete these works.

4. Other Options Considered

- 4.1 There are no other options available.

5. Reasons for the Recommendations

- 5.1 The proposed contract award has followed compliant procurement processes and shall provide the Council with the appropriate contracts to aid us to deliver on our Corporate Priority to provide *“Housing that meets the needs of all residents”*.

6. Appendices

- 6.1 Appendix 1 – Framework Specification

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Appendix 1

LHC Framework Alliance Contract

between

LHC as the central purchasing body

and

the suppliers appointed to LHC Frameworks

and

the contracting authorities calling off projects

This document contains specific amendments by LHC to the published form of the FAC1 Framework Alliance Contract. Therefore, the amendments should be read in conjunction with the FAC1 in published form* for cross reference.

**Copies of the FAC1 in published form can be purchased at a discount from ACA, by emailing office@acarchitects.co.uk and quoting discount code reference LHCFAC2516102017*

Key Terminology

Party	Term in FAC1 template form of agreement & LHC amendments	Term in Schedules Pages 18 - 49
LHC / Central Purchasing Body	The Client & Alliance Manager	LHC
Buyer / Contracting Authority	The Additional Client	LHC Client
Supplier / Economic Operator	The Alliance Member	Appointed Company

Key sections

Page 20	Schedule 4	Call Off Procedures & Selection Criteria
Page 23	Schedule 4 Part 1	Direct Award Procedures
Page 25	Schedule 4 Part 2	Competitive Award Procedures
Page 28	Schedule 5 Part 1	Project Registration Document Template
Page 32	Schedule 5 Part 2	Expression of Interest Form Template
Page 34	Schedule 5 Part 3	Project Brief Template
Page 35	Schedule 5 Part 4	Form of Offer Template
Page 37	Schedule 5 Part 5	PCSA (for two-stage tender) Template
Page 39	Schedule 5 Part 6	Project Contracts Conditions Guidance
Page 43	Schedule 5 Part 7	Project Monitoring Documents
Page 45	Schedule 5 Part 8	Service Level Requirements (for Appointed Companies)
Page 47	Additional Definitions	Additional definitions used within FAC1 amendments

Version	3.3
Dated	09.09.20

FRAMEWORK ALLIANCE CONTRACT

A **FRAMEWORK ALLIANCE CONTRACT** is created with effect from the date of the *Award Confirmation Notices* described below and in accordance with the procedures described below

IN RELATION TO a programme of works in England, Wales, or Scotland (the *Framework Programme*) as described in the *Frameworks Documents*

BETWEEN LHC as the *Client*, and each of the *Alliance Members* have been issued with an *Award Confirmation Notice*, and each of the *Additional Clients* as described in amended clause 1.11 who submit a *Project Registration Document* to LHC

WHO AGREE to fulfil their agreed roles and responsibilities and to apply their agreed expertise in relation to the *Framework Programme*, in accordance with and subject to the *Frameworks Documents*, and who agree that subject to amendment in accordance with the *Contract Terms*:

The following amendments should be read with reference to the published *FAC-1 Contract Terms*

Delete existing text at clause 1.1 and replace with:

1.1 The *Alliance Members* shall work together and individually in the spirit of trust, fairness and collaboration for the benefit of the Framework programme. The roles, expertise and responsibilities of the *Alliance Members* are described in the *Frameworks Documents* and, in addition to the *Client*, the *Alliance Members* include each company to whom the *Client* issues an *Award Confirmation Notice* for the *Framework Programme* (each an “*Alliance Member*”) and the *Client* shall notify each *Alliance Member* of the names of the other *Alliance Members*.

Delete existing text at clause 1.3 and replace with:

1.3 The *Frameworks Documents*, subject to addition and amendment in accordance with these *Conditions* are:

- this *Framework Alliance Contract* incorporating:
- the Objectives, Success Measures, Targets and Incentives (Schedule 1);
- any Timetable (Schedule 2);
- any Risk Register (Schedule 3);
- the *Direct Award Procedure* and *Competitive Award Procedure* (Schedule 4);
- the Template Project Documents (Schedule 5 Part 6);
- any Legal Requirements
- the *Contract Terms*;
- the *Framework Brief* as set out in the *Invitation to Tender* issued by the *Client* to each *Alliance Member*
- the *Framework Prices* and *Framework Proposals* set out in or submitted with each *Alliance Member's Offer Document* and each agreed confidentially between the *Client*, the *Additional Clients*, the *Alliance Manager* and an *Alliance Member*,
- any additional *Frameworks Documents* listed below:
 - each *Alliance Member's Offer Document* which is the means by which each *Alliance Member* agrees to be bound by the *Framework Alliance Contract* if and when issued with an *Award Confirmation Notice* by the *Client*
 - the *Award Confirmation Notice* issued by the *Client* to each *Alliance Member* which is the means by which the *Client* and the *Alliance Manager* agree to be bound by the *Framework Alliance Contract*
- each *Additional Client's Project Registration Document* which is the means by which an *Additional Client* agrees to be bound by the *Framework Alliance Contract*.

Insert new clause after 1.6.2

1.6.3 The *Core Group* members are:

- the *Alliance Manager*
- the signatories to each *Alliance Member's Offer*.
- The *Core Group* shall meet on an annual basis unless otherwise instructed by the *Alliance Manager*.
- Any *Core Group* meeting required further to an Early Warning requested by an *Alliance Member* in accordance with clauses 1.8.1 or 15.1 shall only require the attendance of the *Alliance Manager* and the relevant other *Alliance Member* unless otherwise agreed.

Delete existing text at clause 1.9.3 and replace with:

1.9.3 The communication systems are:

Each *Alliance Member* will immediately notify the *Alliance Manager* of any change of address, email address or fax number from that set out in the *Frameworks Documents*.

Any notice required to be given by an *Alliance Member* to any other *Alliance Member* shall be validly served if:

- served by email or fax to the usual business address of the other *Alliance Member* as set out in the *Frameworks Documents* (or as notified by an *Alliance Member* to the others) during normal business hours, but only where followed within 2 Working Days by written confirmation served by first class recorded delivery post or by personal or courier delivery to such an address; or
- served by first class recorded delivery post or by personal or courier delivery to the usual business address of the relevant *Alliance Member* as set out in the *Frameworks Documents* (or as notified by an *Alliance Member* to the others). Any notice so served shall be deemed to have been served upon personal delivery to such an address, at the time of delivery recorded upon signature in the courier's or recorded delivery logbook.

Delete existing text at clause 1.11 and replace with:

1.11 The *Alliance Members* agree that any publicly funded (either in part or fully funded) organisation throughout England, Wales and Scotland including but not limited to any local authority, unitary authority, or subsidiary or joint-venture vehicle of a local or unitary authority, any housing association, registered social landlord, tenant management organisation, arms-length management organisation, council owned company, publicly funded school, college, university or further education establishment, education authority, transport authority, any health authority, council, board or trust, any police force, fire, rescue or emergency service, any central government department, agency, devolved administration and or national/non-departmental public body, registered charity, and / or any subsidiary of the aforementioned organisations may by signing a *Project Registration Document* for the *Framework Programme* become an *Additional Client*. *Additional Clients* and other *Additional Alliance Members* as listed in the *Framework Alliance Contract* or as otherwise agreed by the *Alliance Members* may join the *Alliance*.

Amend clause 1.11.2 as follows:

Delete 'Joining Agreement' and replace with 'Project Registration Document'

After clause 3.4 insert new clause:

3.5 The *Alliance Manager* is the *Client* as represented by an employee identified by the *Client* or such other representative as notified by the *Client* to all other *Alliance Members*.

After clause 3.5 insert new clause:

3.6 The Independent Adviser is a suitably qualified representative of Trowers & Hamlin or such other person as the *Alliance Members* may agree.

Insert the following text at the end of existing clause 5.1

'The *Direct Award Procedure* is detailed in Schedule 4 Part 1 of this document.'

Insert the following text at the end of existing clause 5.2

'The *Competitive Award Procedure* is detailed in Schedule 4 Part 2 of this document.'

After clause 5.7, insert new clause:

5.8 Any exclusivity granted to any one or more *Alliance Members* under clause 5.7 in respect of all or part of the *Framework Programme* is set out in the *Invitation to Tender* or the *Framework Documents* and is subject to adjustment under Part 2 of Schedule 1.

After clause 5.8 insert new clause:

5.9 In the event that the *Client* or any *Additional Client*:

- terminates any *Alliance Member's* appointment under the *Framework Alliance Contract* (only permissible by the *Client*) or any *Project Contract*; or
- issues a notice under any *Project Contract* to shorten the term and/or reduce the scope of works and services to be carried out by the *Alliance Member* in relation to the *Framework Programme* or any *Project*; or
- does not award any *Project Contracts* or awards fewer *Project Contracts* (whether in terms of value and/or number) than stated in the *Framework Brief* or any *Project Brief* and/or does not award more *Project Contracts* (whether in terms of value and/or number) than stated in the *Framework Brief* or any *Project Brief*

The relevant *Alliance Member* shall not have a claim against the *Client* or any *Additional Client* (whether under contract, statute, in tort or otherwise) for any mobilisation costs if not already recovered and/or demobilisation costs and/or in respect of any actual or expected loss of profit, loss of revenue, loss of goodwill or loss of opportunity and/or any consequential or indirect loss other than payments for works already completed in accordance with the *Framework Alliance Contract* or any *Project Contract*.

After clause 6.3.5 insert new clause:

6.4 The *Alliance Members* shall implement the following *Supply Chain Collaboration* and/or other *Alliance Activities* in accordance with clause 6:

a) Improved Value

Alliance Members agree to meet when requested by the *Alliance Manager* in order to consider, develop and agree proposals for *Supply Chain Collaboration* and other *Alliance Activities* designed to achieve Improved Value for the benefit of the *Additional Clients*

b) Social Value and Community Benefits

The *Client* and *Additional Clients* may wish to consider social value and community benefits for a *Project* and all *Alliance Members* must be aware that the *Client* or *Additional Clients* may include requirements within the *Project Brief* related to the delivery of community benefits.

For the avoidance of doubt, in accordance with the Procurement Reform Act 2014 *Alliance Members* operating within Scotland must consider whether to include community benefit requirements as part the *Project Brief* for any *Project* where the estimated value of the *Project Contract* is equal to or greater than £4,000,000 GBP.

Further detail with regards the requirements of *Alliance Members* in regard to social value and community benefits is outlined in clause 30.

6.5 Alliance members should be aware of any additional devolved legislation, acts and / or best practice in relation to social value and community wellbeing that will be relevant in the consideration of a *Project Contract*, whether raised by the Additional Client or not.

Insert the following text at the end of clause 8.1:

'and shall be the responsibility of the *Additional Client*'

Delete clause 8.2. and all sub-clauses

Delete clause 8.3 and all sub-clauses

Delete clause 8.4 and all sub-clauses

Delete clause 8.5 and all sub-clauses

Delete clause 8.6 and all sub-clauses

Delete clause 8.7 and all sub-clauses

Delete clause 8.8 and all sub-clauses

Delete clause 8.9 and all sub-clauses

Delete clause 8.10 and all sub-clauses

Delete existing text at clause 9.1 and replace with:

9.1 The *Client* may update the terms set out in this *Framework Alliance Contract* from time to time subject to giving *Alliance Members* one month's notice by email and subject to ensuring that any updates do not materially impact the scope or nature of the *Framework Programmes*. For the avoidance of doubt any update made to the *Framework Alliance*

Contract shall not impact any *Project Contract* already registered unless statutory or regulatory changes mandate their adoption or the *Additional Client* and *Alliance Members* party to the *Project Contract* agree to their adoption.

Delete clause 10.4 and replace with

10.4 Not Applicable

After clause 10.6 insert new clause:

10.8 The agreed duties of care under clauses 10.1 and 10.2 shall be extended to each *Additional Client* in accordance with clause 1.11.

After clause 12.3 insert new clause

12.4 The *Alliance Members* shall take out the types and amounts of insurance cover in accordance with clause 12 in respect of matters governed by the *Framework Alliance Contract* as set out in the *Invitation to Tender* and the *Offer Document*. This clause does not affect the requirements in relation to insurances to be taken out in respect of each *Project Contract*.

Delete text at clause 13.2 and replace with:

13.2 No *Alliance Member* shall assign or sub-contract any of its rights or obligations under the *Framework Alliance Contract* or any Order without the consent of the *Client* with the exception of the *Client* who has the unlimited right to assign the *Framework Alliance Contract* to any successor body following a reorganisation or merger without requiring the consent of the other *Alliance Members*.

After clause 13.3.2 insert new clause

13.3.3 Each *Alliance Member* shall not divulge, disclose or communicate to any person (other than upon the instructions or with the prior written approval of the *Client*) nor use for its own purposes or for purposes other than the *Framework Programme*, by any means any information that it is reasonable to assume must be regarded as confidential or such other information as the *Additional Client* shall designate as confidential before or upon providing it to any other *Alliance Member* (Confidential Information) that it may whether before or after the date of the *Framework Alliance Contract* have received or obtained while working for the *Additional Client* under or in relation to the *Framework Alliance Contract* or any *Project Contract*. Each *Alliance Member* shall use its best endeavours to prevent the publication or disclosure by any other person of the Confidential Information.

After new clause 13.3.3 insert new clause

13.3.4 The restriction referred to in clause 13.3 and sub clauses 13.3.1, 13.3.2, and 13.3.3 shall continue to apply after the termination or expiry of an *Alliance Member*'s appointment under the *Framework Alliance Contract* and any *Project Contract* without limit in point of time but shall cease to apply to information which may come into the public domain otherwise than through a breach of the *Framework Alliance Contract* or any *Project Contract*.

After new clause 13.3.4 insert new clause

13.3.5 Each *Alliance Member* shall not without the written permission of the *Client* during or any time after the expiry of the *Framework Programme* make use of or disclose to any person (except as may be required by law), the *Frameworks Documents* or any information contained in the *Frameworks Documents*, nor any data or information collected on behalf of

the an *Additional Client*. Data or information collected on behalf of the *Additional Client* shall become the property of the *Client* and must be used only for its intended purpose in connection with the *Framework Programme*.

Insert the following text at the end of existing clause 13.4:

'Refer to amended clause 15.5 for details of the laws governing this *Framework Alliance Contract* and any *Project Contracts* awarded to *Alliance Members* under this agreement.'

Delete text at clause 14.1 and replace with:

14.1 The *Framework Alliance Contract* commences on the date stated in each *Award Confirmation Notice* and shall continue for the period stated in each *Award Confirmation Notice* subject to the remainder of clause 14 and subject to extension or earlier termination by agreement of all *Alliance Members* or as follows:

The *Client* reserves the right to extend the framework term beyond the initial period stated in each *Award Confirmation Notice* if, in its opinion, the extension fulfils the conditions described in regulation 72 of the Public Contract Regulations 2015, or regulation 72 of the Public Contracts (Scotland) Regulations 2015 (as applicable, depending on which regulation governed the award of the *Framework Alliance Contract*).

The *Client* may propose to extend beyond the initial period stated in each *Award Confirmation Notice* prior to termination and may terminate the *Framework Alliance Contract* thereafter subject to giving one month notice to the *Alliance Members*.

The *Client* may terminate the appointment of any other *Alliance Member* and an *Alliance Member* shall be entitled to terminate its own appointment upon three months written notice to the other *Alliance Members*.

Delete clause 14.2 and replace with

14.2 Not Applicable

After clause 14.7 insert new clause

14.8 Subject to fulfilling the conditions set out in Regulation 72 – 1(a) of the Public Contract Regulations 2015, or Regulation 72 – 1(a) of the Public Contracts (Scotland) Regulations 2015 (as applicable, depending on which regulation governed the award of the *Framework Alliance Contract*) the *Client* may substitute any *Alliance Member* whose membership is terminated with a new *Alliance Member* who shall be the highest ranking unsuccessful applicant from the original procurement exercise that led to the creation of the *Framework Alliance Contract*. This replacement will be subject to that company meeting all of the following criteria:

- submitting the relevant up-to-date evidence to prove they still meet the technical (or updated technical requirements where such requirements have been superseded due to changes in applicable standards or regulations) and financial capability requirements as set out in the original procurement exercise.
- confirming they still meet any qualification criteria that is consistent with the requirements set out in the original tender exercise (or where superseded by virtue of change in regulation, law etc, and
- confirming their acceptance of the *Framework Alliance Contract*

Delete text at clause 15.5 and replace with

15.5 The *Framework Alliance Contract* and the *Project Contracts* awarded to *Alliance Members* shall be governed as follows:

- For *Projects* with goods, works and/or services carried out in England and Wales, the *Framework Alliance Contract* and all *Project Contracts* shall be governed by the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales; or
- For *Projects* with goods, works and/or services carried out in Scotland the *Framework Alliance Contract* and all *Project Contracts* shall be governed by the laws of Scotland and shall be subject to the non-exclusive jurisdiction of the Courts of Scotland.

After Clause 15 insert the following new clause

16 Payment of the *Levy* by *Alliance Members* to the *Client*

16.1 In respect of the *Framework Alliance Contract*, each *Alliance Member* shall pay to the *Client* the *Levy* described in this clause 8.12 (the “*Levy*”) in respect of all works, supplies or services provided by the *Alliance Member* or its subcontractors under each *Project Contract* including preambles and preliminaries, enabling and access works and including items not specified in the *Framework Documents* but procured under each *Project Contract*.

16.2 The *Alliance Member* shall submit information on a monthly basis to the *Client* evidencing the total value of payments received by the *Alliance Member* from each *Additional Client* and / or from funding or grants agencies in respect of each *Project Contract*. In the event an *Alliance Member* fails to provide suitable evidence of payments received related to a *Project Contract* The *Client* reserves the right to obtain information from the relevant *Additional Client* and invoice the *Alliance Member* in accordance with clause 16.3.

16.3 The *Levy* percentage to be applied is described in the *Framework Prices* or *Invitation to Tender* and will be calculated in accordance with the procedure set out in the *Framework Prices* or *Invitation to Tender*.

16.3 Following assessment of the information submitted by the *Alliance Member* the *Client* will issue an invoice to the *Alliance Member* requesting the appropriate amount due to the *Client* based on the agreed *Levy* percentage

16.5 Each *Alliance Member* agrees to pay the *Client's Levy* invoice by BACS in full including value added tax (“*VAT*”) at the current rate within 30 days from the date of the invoice (the *Due Date*).

16.6 In the event that payment is not received in full by the *Client* by the due date, the *Alliance Member* shall pay the *Client* interest on the unpaid amount or on the balance if some monies are paid on account in accordance with clause 16.8

16.8 The rate of interest for late payment is eight percent (8%) above the base rate for the Bank of England current on the *Due Date* for the relevant payment and the *Alliance Members* agree that this shall be a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

16.9 The *Client* reserves the right to pass all accounts not paid in full or in part that are past the due date for payment as set out in this clause 16.5 to a debt collection agency. The outstanding accounts will then be subject to an additional collection charge plus *VAT* which the relevant *Alliance Member* will be liable to pay in full.

16.10 Notwithstanding the collection process and costs set out in clause 16.9, the *Client* will add the costs of any legal action taken by the *Client* for recovery of the debt.

16.11 Pursuant to clause 16.9, the *Client* further reserves the right to notify credit reference agencies of late and non-payment of all monies due to the *Client* under the *Framework Alliance Contract* and any action taken by the *Client* for recovery.

16.12 Each *Alliance Member* agrees that it shall, on reasonable request from the *Client*, make available to the *Client* all copies of its accounts and revenue records relating to all *Project Contracts* for inspection and verification of the *Levy* paid on an open book basis. The *Client* warrants to hold all such information in strict confidence and only use it for verifying that the correct *Levy* has been paid.

16.12 Where the *Client* has reasonable grounds to believe that the correct *Levy* has not been paid to date, it shall submit its assessment and associated evidence outlining the outstanding *Levy* amount due to the *Alliance Member* along with an accompanying invoice, and the *Alliance Member* agrees to pay to the *Client* within 5 Working Days the amount due on the invoice all outstanding *Levy* including value added tax ("VAT") at the current rate with interest as detailed in clause 16.8

16.13 Without prejudice to any other rights and remedies that the *Client* may possess, if payment of a *Levy* invoice is not received in full by the *Client* within a period of 40 days after the due date then the *Client* reserves the right to immediately suspend the appointment of the *Alliance Member* under the *Framework Alliance Contract* and further to notify all *Additional Clients* of the suspension.

16.14 During the period of suspension from the *Framework Alliance Contract* the *Alliance Member* will be expected to continue to fulfil the requirements of any *Project Contract* however they will not be invited to participate in any further *Competitive Award Procedures* or enter in any further *Project Contracts* until such time as the outstanding *Levy* invoice is settled in full.

16.15 Irrespective of any periods of suspension or removal of an *Alliance Member* from the *Framework Alliance Contract*, payment of the agreed *Levy* for each *Project Contract* will remain payable by the *Alliance Member* up to the termination date of each *Project Contract*.

16.16 In the event of termination of an *Alliance Member* from the *Framework Alliance Contract* upon any grounds then in relation to payment of any amounts due to the *Client*, the *Alliance Member* will remain governed by the provisions of this clause 16.

16.7 Where an *Alliance Member* is a manufacturer or system provider, and in accordance with the *Framework Documents* they may be responsible for obtaining quotations from their supply chain on the *Additional Clients*' behalf to deliver the *Project*. In such situations when gaining quotations from their supply chain it is the responsibility of the *Alliance Member* to ensure that all *Supply Chain Members* approached by the *Alliance Member* to quote for the *Project* are made aware of, and have confirmed acceptance that the *Project* is in relation to the *Framework Alliance Contract* and as such, the terms of clause 16 of the *Framework Alliance Contract* is applicable to any invoices submitted in relation to the *Project*.

16.8 On request by the *Client* or *Additional Client*, the *Alliance Member* must be able to provide clear evidence to demonstrate that all *Supply Chain Members* that have been approached in relation to the *Project* have understood and confirmed their acceptance of the requirements of clause 16 of the *Framework Alliance Contract*.

16.9 In the event of a dispute regarding payment of the appropriate *Levy* between the *Client* or *Additional Client* and a supply chain member appointed by the *Alliance Member*, should the *Alliance Member* be unable to produce the evidence requested as set out in clause 16.8 then they in turn will be liable for payment of the appropriate *Levy* applicable to all invoices submitted by the *Supply Chain Member* applicable to the *Project*.

After clause 16 insert the following new clause

17 Supply of works, supplies and/or services during the Framework Programme

17.1 Each *Alliance Member* agrees that it will supply only the components, supplies and/or services as specified in the *Framework Brief*, *Framework Proposals* and *Framework Prices* or other items that shall be agreed in writing with the *Additional Client*.

17.2 Each *Alliance Member* will provide the *Client* with information relating to any changes in working or manufacturing processes which would have an effect upon the provisions of works, supplies and/or services under the *Framework Alliance Contract*. Modifications will be allowed in respect of innovation, technical, quality or production improvements at any time throughout the duration of the *Framework Programme*, but such modifications must not alter the overall nature of the *Framework Alliance Contract*.

17.3 Any increased prices or additional costs shall be in accordance with the *Framework Prices* and shall be agreed with the *Client* before being offered under any *Project Contract*.

After clause 17 insert the following new clause

18 Terms of sub-contracts

18.1 If for any *Project* an *Alliance Member* is named or specified as a sub-contractor to another *Alliance Member* that is the main contractor, the *Alliance Member* shall enter into a sub-contract with the Main Contractor based on the standard conditions associated with, or compatible with the form of main contract.

18.2 Neither the *Client* nor any *Additional Client* takes responsibility for nor indemnifies any *Alliance Member* against any default by a Main Contractor in making payments properly due in respect of supplies or services or works carried out on a *Project* under the *Framework Alliance Contract*.

18.3 In recognition of Lord Young's report "Growing Business", (which was accepted by government and announced in BIS publication Small Business Great Ambition, the Construction Leadership Council's Construction Supply Chain Payment Charter, and the Public Procurement Regulations), each *Alliance Member* agrees that where that *Alliance Member* forms a sub-contract or supply contract or agreement with any sub-contractor or supplier, the terms of the sub-contract, supply contract or agreement shall include provision for:

- a) any payment due from the *Alliance Member* to the sub-contractor under the sub-contract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed, unless expressly agreed otherwise between the *Alliance Member* and sub-contractor;
- b) any invoices for payment submitted by the sub-contractor to be considered and verified by the *Alliance Member* in a timely fashion and that undue delay in doing so is not to be regarded as sufficient justification for failing to treat an invoice as valid and undisputed; and
- c) that any sub-sub-contract awarded by the sub-contractor imposes obligations similar to those which sub-paragraphs (a) and (b) require to be imposed as between the parties to the sub-contract.

18.4 Such terms will be subject to provisions in the relevant *Project Contract* or Order between the *Additional Client* and each *Alliance Member*, imposing obligations similar to those that sub-paragraphs (a) and (b) require to be imposed as between the *Alliance Member* and sub-contractor.

After clause 18 insert the following new clause

19 Engagement and Use of Sub-Contractors

19.1 Where necessary, to perform their duties in line with the requirements of a *Project Contract*, *Alliance Members* shall proactively engage with other *Alliance Members* on a *Project*.

19.2 Where an *Alliance Member* is required to deliver supplies, works or services to *Projects* that are included in a separate *Framework Alliance Contract* managed or affiliated with the *Client*, the *Alliance Member* shall proactively seek to sub-contract companies appointed to the separate managed or affiliated *Framework Alliance Contract*.

19.3 Subject to any agreed arrangements for *Supply Chain Collaboration* each *Alliance Member* shall ensure that all contracts with sub-contractors and suppliers which the *Alliance Member* procures are awarded following a fair, open, transparent and competitive process proportionate to the nature and value of the sub-contract.

After clause 19 insert the following new clause

20. Project Bank Accounts (PBA)

20.1 *Additional Clients* may require any *Alliance Member* to operate a Project Bank Account ("PBA") which is a *Project* specific account ring fenced with effective Trust status, for payment of the *Alliance Member* and its *Supply Chain*, subject to *Project* value thresholds and minimum requirements for the operation of a PBA set out by the relevant national authority of England, Wales or Scotland at the time when the *Project* is being undertaken.

After clause 20 insert the following new clause

21. Quality Assurance

21.1 Where an *Alliance Member* is required to sub-contract the delivery of supplies, works or services for a *Project*, it shall ensure that suitable management and quality assurance processes and procedures are in place to ensure sub-contractors deliver their relevant supplies, works or services in full accordance with the terms, conditions and specifications described in the *Frameworks Documents*.

21.2 For clarity, the *Alliance Member* retains accountability for any elements of the *Project* delivered by a sub-contractor assigned by the *Alliance Member*.

After clause 21 insert the following new clause

22. Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

22.1 *Alliance Members* tendering for *Projects* shall be advised by the *Additional Client* or participating bodies if the terms of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") apply to any part of the existing workforce employed by incumbent service providers or contractors and/or *Additional Clients* in relation to the work to be performed under *Project Contracts*. Successful *Alliance Members* shall have an obligation to comply with the relevant legislation and to fulfil the requirements of TUPE.

22.2 Where information concerning the employees of the incumbent service provider or contractor affected is available when the contract documents are issued for tender, the incumbent service provider or contractor shall be requested to supply information, on a confidential basis about their existing directly employed full-time workforce currently engaged upon the existing contract. Tendering *Alliance Members* will be required to complete and sign an acknowledgement restricting disclosure of the information supplied.

22.3 Unless otherwise specifically stated by the *Additional Clients* (as appropriate), *Alliance Members* shall submit tenders on the basis that TUPE will not apply. However, if an *Alliance Member* considers that TUPE is likely to apply, it shall accompany its tender submission with its evaluation of the financial implications of the implementation of TUPE by the incumbent service provider's, contractor's and/or *Additional Clients*' workforce.

22.4 *Alliance Members* shall indemnify *Client* and *Additional Clients* against any exposure under TUPE in the terms set out in *Project Contracts*.

After clause 22 insert the following new clause

23. Provision of Information for Monitoring Objectives, Targets and Success Measures

23.1 Each *Alliance Member* agrees to provide all resources and to work with the relevant *Additional Client* to monitor the performance of the *Project Contract* as specified in Schedule 1 Parts 1 and 2 of the *Framework Alliance Contract* or in any *Project Contract*.

23.2 In all cases each *Alliance Member* agrees to respond within 5 *Working Days* to any reasonable request from the *Client* for information relating to any *Project Contract* and to make all endeavours to rectify problems and non-conformances within a time to be agreed with the *Client*, and, where applicable the *Additional Client*.

After clause 23 insert the following new clause

24. Administration of *Project Contracts*

24.1 Each *Alliance Member* agrees to keep accurate records of transactions relating to *Projects* with the *Client* and *Additional Clients* and record all such as is required by the *Client*. Such data includes but is not limited to:

- a) Details relating to the identification of *Projects*;
- b) Details relating to contacts with *Additional Clients*;
- c) Orders, variations, or other instructions received from *Additional Clients*;
- d) Invoices received from appointed consultants and members of the *Supply Chain* in respect of works carried out under *Projects*; and
- e) Invoices or other payment requests submitted to *Additional Clients*, this to be recorded in the month that it is requested from the *Additional Client*.

24.2 Each *Alliance Member* further agrees to comply at all times with all administration procedures of the *Client* in relation to the *Framework Alliance Contract* and to immediately remedy any non-compliance within 5 *Working Days* of receiving notice from the *Client*.

After clause 24 insert the following new clause

25. Data Protection and Security of Information

25.1 Each *Alliance Member* shall ensure that it shall at all times during the period of the *Framework Alliance Contract* comply with the provisions and obligations imposed by the General Data Protection Regulation 2016 / 679 (EU) ('the GDPR') or such other domestic legislation that supplements and / or implements the GDPR, along with any associated guidelines and Codes of Practice as issued from time to time, and shall indemnify and keep the *Client* and each *Additional Client* indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of this clause.

25.2 As a Data Processor (as defined in the GDPR) the *Alliance Member* shall at all times in respect of data for which the *Client* and/or *Additional Client* is a Data Controller, process data only in connection with the *Framework Alliance Contract* and only in accordance with the lawful and reasonable instructions of the *Client* or an *Additional Client* unless the *Alliance Member* is of the opinion that to act on such instructions would be unlawful.

25.3 Each *Alliance Member* will on termination or expiry of its appointment under the *Framework Alliance Contract* and according to the instructions of the *Client* either return to the destroy the data (and all copies of such data) in the *Alliance Member*'s possession or other as directed by the *Client*.

25.4 Each *Alliance Member* will maintain security of any information provided by the *Client* and/or *Additional Clients* in accordance with the principles of ISO 27001.

After clause 25 insert the following new clause

26. Obligations to promote the *Framework Alliance Contract*

26.1 Each *Alliance Member* agrees to make regular contact with the *Client*'s representatives through meetings, visits and other means to identify potential *Projects* and to promote the *Framework Alliance Contract* to prospective *Additional Clients*. In addition, each *Alliance Member* agrees to provide support for the *Client*'s marketing and PR campaigns to consultants and prospective *Additional Clients*.

26.2 The *Client* will publicise to *Additional Clients* each *Alliance Member*'s appointment under the *Framework Alliance Contract*, keep relationships and arrangements between *Additional Clients* and the *Alliance Members* under review, take reasonable commercial steps to facilitate such relationships where possible, and maintain a database of all *Projects* called off under the *Framework Alliance Contract*.

After clause 26 insert the following new clause

27. Financial and economic standing of *Alliance Members*

27.1 Throughout the *Framework Programme* the *Client* will undertake reviews of the financial and economic standing of each *Alliance Member*. These reviews may include but not be limited to obtaining credit checks on the *Alliance Member* and any parent company of the *Alliance Member* and any banker's reference.

27.2 In the event that any credit check shows that an *Alliance Member* or its parent company does not meet the requirements set by the *Client* in the *Frameworks Documents*, then the *Client* reserves the right to:

- a) suspend that *Alliance Member* under the *Framework Alliance Contract* and undertake an investigation into the situation and notify *Additional Clients* of the suspension and the grounds for such action; or
- b) terminate the appointment of that *Alliance Member* under the *Framework Alliance Contract* in accordance with clause 14.

After clause 27 insert the following new clause

28. Partnership

28.1 If any *Alliance Member* is a partnership such party acknowledges that being a partnership the rights obligations and liabilities of the partners in it under the *Framework Alliance Contract* and each *Project Contract* are joint and several.

28.2 The *Framework Alliance Contract* and each *Project Contract* and the liabilities of the *Alliance Members* shall not automatically terminate upon the death, retirement or resignation of any one or more members of a partnership or upon the admission of any additional partner or partners.

After clause 28 insert the following new clause

29. Framework Alliance Meetings

29.1 As part of the *Framework Alliance Contract* the *Client* is seeking to ensure that *Alliance Members* work collaboratively and productively together, both in the continuous improvement of the delivery of works and services but also at delivering social value and a positive impact on the communities they are operating in.

29.2 *Alliance Members* will be expected to pro-actively participate in ongoing *Framework Alliance* engagement. Depending on the *Framework Programme* this engagement may comprise of responding to surveys, consultation requests or attendance at *Framework Alliance Meetings held either virtually or in person*.

29.3 Framework Alliance Meetings will typically review performance against KPIs (as set out in schedule 5, part 8) but also to:

- Share best practice and examples of innovation that may be useful to other *Alliance Members & Additional Clients*
- Discuss changes in standards, regulations, best practice and legislation concerned with the works or services being carried out by the *Alliance Members* relevant to the *Framework Alliance Contract*.
- Demonstrate examples of achieving a wider positive social and community impact as a direct result of *Project Contracts* delivered through the *Framework Alliance Contract*.

29.4 *Framework Alliance Meetings* will typically take place at least annually but may be six monthly and can either be in physical or video conference format. *Alliance Members* will be expected to assign an appropriate individual to participate in the *Framework Alliance Meeting* on behalf of their organisation.

After clause 29 insert the following new clause

30. Social Value and Community Benefit Opportunities

30.1 To support the ambitions of the *Client* to make a positive impact on the communities and environments the *Client* and *Additional Clients* are operating in, *Alliance Members* will be expected to work with *Additional Clients* to identify social value and community benefit opportunities that can be delivered in conjunction with the delivery of all *Project Contracts*.

30.1 As part the management of the *Framework Alliance Contract*, for each *Project Contract* the *Client* may request evidence from the *Alliance Member* that social value and community benefit opportunities and considerations were raised by the *Alliance Member* with the *Additional Client*, whether or not the *Additional Client* raised this as a key factor in the delivery of the *Project Contract*.

30.3 *Alliance Members* will be required to report on all activity that delivers social value and community benefit outcomes for all *Project Contracts*, whether it is a direct result of an *Additional Clients*' requirements set out in the *Project Brief* or through recommendation and action by the *Alliance Member*

After clause 30 insert the following new clause

31. *Project Contract Performance Management*

31.1 As part of the management of the *Framework Alliance Contract*, for each *Project Contract* the *Client* will request performance management information from the *Alliance Member* based on a range of defined Key performance Indicators (KPIs). The specific KPIs may vary according to the nature of the *Project Contract* but will focus on measuring the success of the Project Contract based on the key themes of time, cost, quality and customer satisfaction.

31.2 Submission of the requested KPIs using a pre-defined format supplied by the *Client*, and any supporting information (if requested) will be required irrespective of whether *Project Contract* specific KPIs have been agreed between the *Additional Client* and *Alliance Member*. Specific KPIs applicable to a *Framework Programme* will be set out in the *Framework Documents*, however examples of the typical KPIs be found in schedule 5 part 7 and 8

31.3 Where *Project Contract* specific KPIs have been agreed between the *Additional Client* and *Alliance Member*, to avoid duplication (subject to approval by the *Client*) these KPIs may be used as evidence in lieu of the KPIs set out in the *Framework Documents* if they measure and report on similar outcomes to those set out in the *Framework Documents*.

31.4 The *Client* reserves the right to use anonymised KPI information obtained from *Alliance Members* for use in marketing material to help promote the Frameworks

31.5 In addition to KPI information the *Alliance Member* may be required to provide evidence that (in accordance with clause 6 and clause 30) social value and community benefit considerations were proposed / discussed with the *Additional Client* during pre-start (and if applicable subsequently during the life of the *Project Contract*) and any identified opportunities acted upon, whether or not the *Additional Client* raised this as a key factor in the delivery of the *Project Contract*.

After clause 31 insert the following new clause

32. *Framework Alliance Contract Management*

32.1 As part of the management of the *Framework Alliance Contract*, the *Client* will ensure that routine monitoring and reviews of all *Alliance Members* takes place to ensure that *Alliance Members* continue to meet the expectations set out in the *Framework Documents* during the life of the *Framework Alliance Contract*.

32.2 As a minimum, review of the *Alliance Member* will take on the anniversary of the *Framework* via an *Alliance Member* health check. The health check will include (but not be limited to):

- Review of qualification criteria outlined in the *Framework Documents*
- Review of up to date certifications and accreditations
- Review of up to date insurance documents
- Review of financial status of the *Alliance Member*
- Review of *Agreed Maximum Prices* in accordance with any annual uplift process as set out in the *Framework Documents*.
- Refresh of key contacts for the *Alliance Member*
- Review of any issues, concerns, problems experienced during the previous 12 months

32.3 Submission of the information outlined in 31.2 by the *Alliance Member* will be requested in a prescribed electronic format or through a web-based portal as defined by the *Client*.

32.2 In addition to the scheduled *Alliance Member* health check outlined in clause 31.2, the *Client* may carry out a reactive health check of the *Alliance Member*. This will typically be as a consequence of information received by the *Client* in relation to the *Alliance Member* that raises concern as to the operational or financial stability of the *Alliance Member*. To support the *Client* in carrying out the reactive health check the *Alliance Member* may be required to provide an explanatory statement, supporting information or participate in a discussion with representatives of the *Client* via a conference call or in person at the *Client's* offices.

32.3 Where it is identified by the *Client* that the *Alliance Member* is experiencing financial or operational difficulties that may limit their ability to deliver on new Project Contracts, follow investigation as outlined in clause 31.2 the *Client* reserves the right to inform *Additional Clients* who are already engaging with the *Alliance Member* in relation to a project Contract or has indicated an intention to in the near future. The *Client* also reserves the right to temporarily suspend the *Alliance Member* from participating in any future opportunities until such time as the *Alliance Member* can evidence to the *Clients'* satisfaction that the issues identified have been resolved.

32.4 The *Client* will routinely monitor the financial status of the *Alliance Member* using an automated credit score checking monitoring solution. The *Client* reserves the right to inform an *Additional Client* if the credit check score for a particular *Alliance Member* has fallen below the original requirements set out in the *Framework Documents* at the time the *Additional Client* is seeking expressions of interest that the *Alliance Member* would be eligible to respond to.

After clause 32 insert the following new clause

33. General Provisions

33.1 If any wording in any provision of the *Framework Alliance Contract* is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be

deemed severable and the remaining wording of such provision and the remaining provision of the *Framework Alliance Contract* shall continue in full force and effect.

- 33.2 Failure or delay by the *Client* in enforcing or partially enforcing any provision of the *Framework Alliance Contract* will not be construed as a waiver of any of its rights under the *Framework Alliance Contract*.
- 33.3 Any waiver by the *Client* of any breach of, or any default under, any provision of the *Framework Alliance Contract* by an *Alliance Member* will not be deemed a waiver of any subsequent breach of default and will in no way affect the other terms of the *Framework Alliance Contract*.

SCHEDULE 1

PART 1 – OBJECTIVES

(see clause 2.1)

The Objectives are:

- for *LHC* as a central purchasing body to operate the *Framework Alliance Contract* in a way that is accessible to a wide range of *LHC Clients* covering a broad *Framework Programme*;
- to deliver the *Framework Programme* in order to achieve improved value for *LHC Clients*, and in so doing deliver social value and community benefits to the communities they serve.

PART 2 - SUCCESS MEASURES AND TARGETS

(see clause 2.3)

The *Success Measures and Targets* are the achievement of *Improved Value*, social value, and community benefit by implementation of the *Framework Alliance Contract* and *Project Contracts* as set out in clauses 6 and 30, and, in accordance with the detailed Service Level Requirements and Key Performance Indicators set out in Schedule 5 Part 8.

Achievement and validation of the *Success Measures and Targets* is subject to the following procedures:

- In all cases the *Appointed Companies* agree to respond within 5 Working Days to any reasonable requests from *LHC* for information relating to any *Project Contract* which shall include but not be limited to copies of all documents referred to in Schedule 5 Part 7 to allow validation of adherence to the *Framework Prices* and the *Framework Alliance Contract*.
- The *Appointed Companies* agree to provide all resources and to work in collaboration with *LHC* to monitor their own performance, and to act upon all reasonable requests from *LHC* during the term of the *Framework Alliance Contract* and associated *Project Contracts* to improve their operational performance including but not limited to environmental, social and economic sustainability performance, technical performance of products, and improvements in on site installation, off-site construction, and ongoing maintenance and servicing carried out.
- The *Appointed Companies* acknowledge that any omission or failure to meet the *Success Measures and Targets* may lead to suspension from the *Framework Alliance Contract* for an indefinite period or until the *Appointed Company* can demonstrate to *LHC*'s satisfaction that it is able to resume the delivery of *Projects* in accordance with the Framework Documents and / or *Project Contracts*.
- The *Appointed Companies* acknowledge that during any period of suspension from the *Framework Alliance Contract*, the relevant *Appointed Company*'s shall be required to maintain performance on all existing *Project Contracts* and shall be liable for the payment of all *Levy* amounts due on *Projects* that have been carried out or are being carried out.
- Each *Appointed Company* hereby indemnifies *LHC* in full, and holds it so indemnified, against all costs, expenses and losses that the *Appointed Company* may incur or any other damages resulting from its suspension from the *Framework Alliance Contract* pursuant to this provision.
- Upon any failure on the part of an *Appointed Company* to meet the performance requirements set out in the *Success Measures and Targets* which are not remedied after 20 Working Days' written notice to the relevant *Appointed Company* from *LHC*, *LHC* reserves its rights to terminate the *Appointed Company*'s appointment to the *Framework Alliance Contract* in line with clause 14.

PART 3 - INCENTIVES
(see clause 2.4)

Any *Incentives* are entirely at the discretion of *LHC* or each *LHC Client*

SCHEDULE 2 - TIMETABLE
(see clause 6.1)

Not used

SCHEDULE 3 - RISK REGISTER
(see clauses 9.3 & 9.4)

An *LHC Client* may require a risk register is maintained for an individual *Project*. Such requirement will be set out in the *Project Contract Conditions and / or Project Brief*.

SCHEDULE 4

GENERAL CALL OFF PROCEDURES

1. Selection of the Procedure

1.1. There are two options for awarding *Project Contracts* under the *Framework Alliance Contract*, these being:

- a. A *Direct Award Procedure* as set out in Schedule 4 Part 1; or
- b. A *Competitive Award Procedure* as set out in Schedule 4 Part 2.

1.2. The *LHC Client* may choose the *Competitive Award Procedure* to award any *Project*.

1.3. The *LHC Client* may choose the *Direct Award Procedure* to award any *Project* where:

- 1.3.1. all terms governing the provision of works, supplies and services to be delivered are laid down in the *Framework Brief*, *Framework Prices* and *Framework Alliance Contract*; or
- 1.3.2. the *Competitive Award Procedure* does not produce more than one response and or any suitable responses from the *Appointed Companies* invited to take part; or
- 1.3.3. the call-off is for a subsequent phase in a *Project* for which the *Appointed Company* has already performed the required Works, Supplies or Services and the *LHC Client* requires continuity of service in respect of such a subsequent phase; or
- 1.3.4. the call-off is linked to the outputs of previous works or services carried out by the *Appointed Company*, and the *Appointed Company* will be able to apply previous outputs to the Project Contract resulting in a reduced mobilisation or lead in time to deliver the *Project*; or
- 1.3.5. the call-off is for a *Project* where the *LHC Client* is able to utilise designs and / or manufacturing facilities already developed by the *Appointed Company* for use by other *LHC Clients*; or
- 1.3.6. the *LHC Client*'s requirement for the performance of certain Works, Supplies or Services on an individual Project is so urgent as to require an accelerated selection process via the use of *Direct Award Procedure*; or
- 1.3.7. the Works, Supplies or Services are to be partly funded by private residents

1.4. When choosing either the *Competitive Award Procedure* or *Direct Award Procedure* the *LHC Client* may award a *Project* to any *Appointed Company* in the Lot based on criteria or weightings set out by *LHC* in the *Framework Brief* or criteria or weightings relevant to the *Project* set out by the *LHC Client*, subject to ensuring that any action taken is transparent, non-discriminatory and fair. If an *Appointed Company* declines a *Project*, they have been awarded then the relevant *Project* will be offered to the next-ranked *Appointed Company* and so on (Cascade).

1.5. When choosing the *Direct Award Procedure* and where the *LHC Client* considers it appropriate to do so, it may award a *Project* to the first-ranked *Appointed Company* in the Lot and then award its next *Project* to the second-ranked *Appointed Company* and so on (Rotation). If an *Appointed Company* declines any offered *Project*, the relevant *Project* will be offered to the next-ranked *Appointed Company* and the Rotation shall continue as above.

1.6. For the avoidance of doubt, the choice of award procedure in each and every case is at the *LHC Client*'s sole discretion.

2. Selection of the *Appointed Companies* to invite to tender

2.1. Only those capable *Appointed Companies* appointed to the *Framework Alliance Contract* may be considered. The evaluation of capability to deliver a *Project* shall typically include, but not be limited to:

- technical performance
- experience of delivering similar works to the specifics required by the *LHC Client's Project Contract*
- ability to complete the *LHC Clients'* works, services or deliveries within the required timescales
- financial capacity (where the financial requirements differ from those set at the time the *Framework Alliance Contract* was established)
- geographic capability
- delivery of social value and / or community benefits

2.2. For the avoidance of doubt *Appointed Companies* may deliver individual *Projects* comprising multiple sites where one or more sites are outside the geographic confines of the Lot.

2.3. Where there are insufficient *Appointed Companies* in a geographical lot to run the *LHC Client's* preferred call off procedure, then the *LHC Client* may, but is not obliged to, extend the invitation to *Appointed Companies* within neighbouring geographical lots who were also evaluated for their capability to deliver the same type of works, goods or services as the *Appointed Companies* in the originally selected lot.

2.4. Where a *Project Contract* consists of a multiple types of works or services and there are individual workstreams or lots under the *Framework Alliance Contract* that will cover the requirements of the *Project Contract*, the workstream / lot that forms the majority of the *Project Contract* value is to be used for the purpose of awarding the *Project Contract*.

2.5. Where a *Project Contract* includes complimentary, additional or facilitating works or services that are not included:

- a) in the *Framework Documents*, or
- b) are included in the *Framework Documents* however not listed in the scope of the specific lot the *LHC Client* is intending to call off from;

the *LHC Client* may include these requirements within the *Project Contract* subject to the value of the additional works or services not exceeding the value of the works or services within scope of the Framework Programme

3. Prices

3.1. In respect of Schedule 4 Parts 1 and 2 the *Appointed Companies* agree to submit quotations to *LHC* or any *LHC Client* with prices for supplies, works and/or services which do not exceed the *Agreed Maximum Prices* submitted as set out in the *Framework Prices*.

3.2. Any scheduled adjustments to the *Agreed Maximum Prices* set out in the *Framework Prices* may be communicated to the *Appointed Company* in writing from time to time by *LHC*. Such price adjustments will be calculated in accordance with the principles described in the *Framework Documents*.

- 3.3. Where it is not set out within the *Framework Documents* the baseline index date used for the review of the *Agreed Maximum Prices* will be the month in which the *Framework Prices* were submitted and any adjustment will be applicable on the annual anniversary of the *Framework Programme*.
- 3.4. An *Appointed Company* and *LHC* may agree variations to the specification and *Agreed Maximum Prices* in response to changes in standards or regulations during the term of the *Framework Alliance Contract* that were not reasonably foreseeable at the inception of the *Framework Alliance Contract* or which were not clearly outlined in the framework tender documents to the *Appointed Company* as needing to allow for. In such cases the *Appointed Company* will be required to present to *LHC* their assessment of the impact of the change on the *Agreed Maximum Prices* for review and decision by *LHC*. For clarity any change to the *Agreed Maximum Prices* will be at the discretion of *LHC* and any change agreed will not affect agreed pricing for any existing *Project Contracts*.
- 3.5. An *Appointed Company* and *LHC Client* may agree variations to the specification and prices in response to unforeseen works for a *Project Contract*. In such cases the *Appointed Company* agrees to notify the *LHC Client* immediately of any such works in accordance with the procedures set out in the *Project Contract*. In the absence of a defined procedure within the *Project Contract* the *Appointed Company* must provide a detailed specification and scope of the works required with estimated quantities and costs and impact on the total cost of the *Project Contract* to the *LHC Client*. The *Appointed Company* may only proceed with the works on receipt of a written instruction from the relevant *LHC Client*.
- 3.6. Subject to the restrictions set out in Article 72 of the Public Contracts Regulations 2015 or Article 72 of the Public Contracts (Scotland) Regulations 2015 (whichever is applicable to the *LHC Client*), an *Appointed Company* and *LHC Client* may agree variations to the scope, length, specification and prices of a *Project Contract* during its term.

4. Responding to Projects

- 4.1. Where an *Appointed Company* receives *Project Registration Document* for a specific *Project*, it agrees to return its expression of interest to *LHC* within 5 *Working Days* using the form set out in Part 2 of Schedule 5.
- 4.2. If an *Appointed Company* fails to respond or declines to return an *Expression of Interest* form for any *Project*, then the *Appointed Company* must provide *LHC* and the relevant *LHC Client* with a reason for doing so.
- 4.3. If an *Appointed Company* fails to respond or declines to return an *Expression of Interest* form on three or more occasions without providing reasonable grounds for doing so then *LHC* reserves the right to temporarily suspend or remove the *Appointed Company* from the *Framework Alliance Contract*.
- 4.4. If, having previously indicated interest in a *Project* via the return of the related *Expression of Interest* form an *Appointed Company* subsequently decides they do not wish to submit an *Offer or Mini-Competition response* in response to the *Invitation* provided by the *LHC Client* the *Appointed Company* must notify *LHC* and the relevant *LHC Client* of this with a reason for doing so at the earliest opportunity and before the tender response deadline.
- 4.5. If, having indicated interest in a *Project* via the return of the related *Expression of Interest* form an *Appointed Company* subsequently fails to respond or declines the invitation to submit an *Offer or Mini-Competition response* on three or more occasions without providing reasonable grounds for doing so then *LHC* reserves the right to temporarily suspend or remove the *Appointed Company* from the *Framework Alliance Contract*.

SCHEDULE 4

PART 1 - DIRECT AWARD PROCEDURE

(see clause 5.1)

1 Project Registration

- 1.1 The *LHC Client* shall summarise the relevant details of the *Project* and complete a *Project Registration Document* and forward it to *LHC*.
- 1.2 An *LHC Project* is created by *LHC* upon receipt of a *Project Registration Document* and will result in the creation of an *LHC Project Number*.
- 1.3 Once an *LHC Project Number* has been created the *LHC Client* and the *Appointed Company* must include the assigned *LHC Project Number* relating to the *Project* in all correspondence with each other and/or *LHC*.

2 Expression of Interest

- 2.1 On behalf of the *LHC Client*, *LHC* shall issue to the proposed *Appointed Company* a completed *Project Registration Document* and *Expression of Interest Form* template. The *Appointed Company* is required to confirm its interest, or not in delivering the *Project* by completing and returning their *Expression of Interest* using the form set out in Part 2 of Schedule 5. This must be provided within 5 *Working Days* from receipt of the request (unless otherwise requested by the *LHC Client*)
- 2.2 In the event that the proposed *Appointed Company* fails to respond in accordance with clause 2.1; *LHC* reserves the right to deem the *Appointed Company* to have rejected the expression of Interest and subsequently engage with an alternative *Appointed Company* within the same lot on behalf of the *LHC Client*.

3 Project Brief

- 1.4 Using Schedule 5 Part 3 as a reference the *LHC Client* shall then issue to the proposed *Appointed Company* an invitation to submit an *Offer* in writing along with the *Project Contract Documents* which will include (but not be limited to)
 - a) Details of the relevant *Project*,
 - b) The *Project Contract Conditions* to be used,
 - c) The relevant pricing model or price framework, the criteria for the evaluation of the tender,
 - d) The deadline for the return of the *Offer* to the *LHC Client*
 - e) Any other matters or relevant information relating to the *Project*.

4 Offer

- 4.1 The proposed *Appointed Company* shall submit an *Offer* in writing based on the *LHC Form of Offer* or equivalent, and will be fully responsible for all costs and expenses including fees and disbursements in the preparation, submission of the *Offer* and no reimbursement or

payment will be made by the *LHC Client* or *LHC* to the proposed *Appointed Company* for such costs, expenses, fees and disbursements whether the *LHC Client* proceeds with the *Project* or not.

4.2 All information supplied by the *LHC Client* in connection with the *Project* itself shall be treated as confidential and the proposed *Appointed Company* shall not, without the prior written consent of the *LHC Client*, at any time make use of such information for its own purposes or disclose such information to any person or organisation other than *LHC* (except as may be required by law or where such information is disclosed with the prior written agreement of the *LHC Client* for the purposes of obtaining sureties, guarantees or commitments from proposed sub-contractors or suppliers and other information required to be submitted with the offer).

5 **Validation and acceptance of the offer**

5.1 Only an offer submitted with a completed and signed *Form of Offer* or equivalent together with all the required supporting documentation will be considered by the *LHC Client*.

5.2 If stated by the *LHC Client* within the invitation documents that the proposed *Appointed Company* is to give a presentation or attend an interview to the *LHC Client's* organisation as part of the validation process; the proposed *Appointed Company* will be provided with the necessary information by the *LHC Client* in relation to such presentation or interview.

5.3 As part of the final validation process, the *LHC Client* will agree and/or confirm with the proposed *Appointed Company* all relevant items detailed in Schedule 5 Part 3 and any other relevant information which may include approval of the proposed key personnel of the proposed *Appointed Company* who will be responsible for carrying out the *Project*.

6 **Acceptance or rejection of an offer by the *LHC Client***

6.1 The *LHC Client* shall not be bound to accept any offer and reserves the right at its discretion to accept or not accept any offer submitted.

6.2 The *LHC Client* may in its discretion refrain from considering and thereby reject any offer if either:

- 6.2.1 the offer contains any significant omissions, or
- 6.2.2 the offer in any respect does not comply with the requirements of the invitation

6.3 Any offers or other documents submitted by any proposed *Appointed Company* shall not be considered by the *LHC Client* for acceptance and shall accordingly be rejected if the proposed *Appointed Company*:

- 6.3.1 communicates to any person other than the *LHC Client* any information except as stated in these conditions or fixes or adjusts the amount, prices, charges and rates with any other person.
- 6.3.2 offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other company or any other proposed offers or other documents any act or omission.

6.4 Any non-acceptance or rejection by the *LHC Client* shall be without prejudice to any other civil remedies available to the *LHC Client* in respect thereof or to any criminal liability that the conduct or action by a proposed *Appointed Company* may attract.

7 **Award of Project Contract**

7.1 If the *LHC Client* decides to appoint the proposed *Appointed Company*, the *LHC Client* shall issue a *Project Contract* setting out the information agreed in accordance with clause 5.3 above.

7.2 Upon the issue of the *Project Contract*, the proposed *Appointed Company* shall execute and return the relevant *Project Contract* to the *LHC Client* within 21 *Working Days* of receipt of same or such longer period as the *LHC Client* may specify in writing.

7.3 Should the proposed *Appointed Company* fail to comply with its obligations in clause 7.2 above, the proposed *Appointed Company* shall be deemed to have declined the offer to enter into the *Project Contract* and the *LHC Client* may terminate the process.

7.4 Both the *LHC Client* and the *Appointed Company* shall notify *LHC* when the *Project Contract* has been signed.

7.5 The proposed *Appointed Company* shall, when appointed in accordance with this procedure, carry out the relevant *Project* in accordance with the terms of the relevant *Project Contract* and maintaining the standards set out in the *Success Measures and Targets*.

7.6 The terms of the *Framework Alliance Contract* will supplement and complement the terms of any *Project Contract*, however, in the event of any conflict or discrepancy between the terms of a *Project Contract* and the terms of the *Framework Alliance Contract* the conflicting or discrepant terms of the relevant *Project Contract* will prevail over the conflicting or discrepant terms of the *Framework Alliance Contract*.

SCHEDULE 4

PART 2 - COMPETITIVE AWARD PROCEDURE

(see clause 5.2)

1 Project Registration

- 1.1 The LHC Client shall summarise the relevant details of the Project and complete a Project Registration Document which is then passed to LHC.
- 1.2 An LHC Project is created by LHC upon receipt of a Project Registration Document and will result in the creation of an LHC Project Number.
- 1.3 Once an LHC Project Number has been created the LHC Client and the Appointed Companies shall include the LHC Project Number relating to the Project on all correspondence with each other and/or LHC.

2 Expression of Interest

- 2.1 On behalf of the *LHC Client*, LHC shall issue to all *Appointed Companies* eligible to participate in the *Mini-Competition* a completed *Project Registration Document*, and an *Expression of Interest Form* template. The *Appointed Companies* are required to express their interest, or not, in delivering the *Project* by completing and returning the *Expression of Interest* using the form set out in Part 2 of Schedule 5. This must be provided within 5 *Working Days* from receipt of the request (unless otherwise requested by the *LHC Client*).
- 2.2 On behalf of the *LHC Client*, LHC reserve the right to accept or dismiss any *Appointed Companies* who confirm their interest in the *Project* after the agreed deadline for Expressions of Interest.

3 Project Brief

- 3.1 Using Schedule 5 Part 3 as a reference the LHC Client shall then issue to all Appointed Companies who confirm their interest an invitation to submit an offer in writing along with the Project Contract Documents which will include (but not be limited to)
 - f) Details of the relevant *Project*,
 - g) The Project Contract Conditions to be used,
 - h) The relevant pricing model or price framework, the criteria for the evaluation of the tender,
 - i) The deadline for the return of the Mini-Competition Response to the LHC Client
 - j) Any other matters or relevant information relating to the Project.

4 Offer

- 4.1 All Appointed Companies invited to submit a Mini-Competition Response shall submit an offer in writing based on the LHC Form of Offer or equivalent, and will be fully responsible for all costs and expenses including fees and disbursements in the preparation, submission and any other subsequent elements of the Mini-Competition process and no reimbursement

or payment will be made by LHC or any LHC Client to Appointed Companies for such costs, expenses, fees and disbursements whether the LHC Client proceeds with the Project or not.

4.2 All information supplied by the *LHC Client* in connection with the *Mini-Competition* itself shall be treated as confidential and participating *Appointed Companies* shall not, without the prior written consent of *LHC* and the *LHC Client* at any time make use of such information for their own purposes or disclose such information to any person or organisation other than *LHC* (except as may be required by law or where such information is disclosed with the prior written agreement of the *LHC Client* for the purposes of obtaining sureties, guarantees or commitments from proposed sub-contractors or suppliers and other information required to be submitted with the *Mini-Competition Response*).

5 **Evaluation of the Mini Competition Responses**

5.1 Only *Mini-Competition Responses* submitted with a completed and signed *LHC Form of Offer* together with all the required supporting documentation will be considered.

5.2 The *LHC Client* will either evaluate the *Mini-Competition Responses* upon:

- the criteria or any supplementary criteria applicable to the *Mini-Competition* as set out in the *Mini-Competition documents*; or
- the basis of the lowest price only as set out in the *Mini-Competition documents*.

5.3 If stated by the *LHC Client* in the *Mini-Competition documents* that *Appointed Companies* are to be invited to attend an interview or give a presentation to the *LHC Client's organisation* as part of the full evaluation process, *Appointed Companies* will be provided with the necessary information by the *LHC Client* in relation to such presentation and interview.

6 **Acceptance or rejection of Mini-Tenders by the LHC Client**

6.1 The *LHC Client* reserves the right to accept any *Mini-Competition Response* which has been submitted pursuant to the *Mini-Competition*.

6.2 The *LHC Client* shall not be bound to accept any *Mini-Competition Response* and reserves the right in its absolute discretion to accept or not accept any *Mini-Competition Response* submitted.

6.3 The *LHC Client* may in its absolute discretion refrain from considering and thereby reject *Mini-Competition Responses* if either:

- the *Mini-Competition Response* contains any significant omissions, or
- the *Mini-Competition Response*, in any respect, does not comply with the requirements of the *Mini-Competition*.

6.4 Any *Mini-Competition Response* or other documents submitted by any *Appointed Company* shall not be considered by the *LHC Client* for acceptance and shall accordingly be rejected if the *Appointed Company*:

- communicates to any person other than the *LHC Client* any information except as stated in these conditions or fixes or adjusts the amount, prices, charges and rates with any other person or by reference to any other *Mini-Competition Responses*; or
- offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other company or any other proposed *Mini-Competition Responses* or other documents any act or omission; or

- c) enters into any agreement or arrangement with any other person that such other person shall refrain from submitting a *Mini-Competition Response* or to limit or restrict the amounts, prices, charges and rates to be shown by any other company in their *Mini-Competition Response* and other documents; or
- d) has directly or indirectly canvassed any representative, official or officer of the *LHC Client*'s organisation concerning the acceptance of any *Mini-Competition Response* or has directly or indirectly obtained or attempted to obtain information from any such representative, official or officer of the *LHC Client* concerning any other *Mini-Competition Response* submitted by any other company.

6.5 Any non-acceptance or rejection by the *LHC Client* shall be without prejudice to any other civil remedies available to the *LHC Client* in respect thereof or to any criminal liability that the conduct or action by an *Appointed Company* may attract.

7 **Award of the *Project Contract***

7.1 If the *LHC Client* decides to select and appoint one of the *Appointed Companies* who submitted a *Mini-Competition Response*, the *LHC Client* shall immediately

- a) issue the relevant *Project Contract* setting out the information agreed (see Project Brief Checklist detailed in Schedule 5 Part 3) and any other relevant information which may include any key personnel of the proposed *Appointed Company* who will be responsible for carrying out the *Project*; and
- b) notify in writing all the other *Appointed Companies* who submitted a *Mini-Competition Response* of their failure to be selected.

7.2 Upon the issue of the *Project Contract*, the successful *Appointed Company* shall execute and return the relevant *Project Contract* to the *LHC Client* within 21 *Working Days* of receipt of same or such longer period as the *LHC Client* may specify in writing.

7.3 Should any successful *Appointed Company* fail to comply with its obligations in clause 7.2 above, the *Appointed Company* shall be deemed to have declined the offer to enter into the *Project Contract* and the *LHC Client* may recommence the selection process in accordance with clauses 1.1 and 1.2 above.

7.4 Both the *LHC Client* and the *Appointed Company* shall notify *LHC* when the *Project Contract* has been signed.

7.5 The successful *Appointed Company* shall, when appointed in accordance with this procedure, carry out the relevant *Project* or *Projects* in accordance with the terms of the relevant *Project Contract* and maintaining the standards set out in the *Success Measures and Targets*

7.6 The terms of the *Framework Alliance Contract* will supplement and complement the terms of any *Project*. However, in the event of any conflict or discrepancy between the terms of a *Project Contract* and the terms of the *Framework Alliance Contract* the conflicting or discrepant terms of the relevant *Project Contract* will prevail over the conflicting or discrepant terms of the *Framework Alliance Contract*.



Project Registration & EOI

XXXXXXXXXXXX Framework Agreement

SCHEDULE 5

PART 1

PROJECT REGISTRATION DOCUMENT TEMPLATE

PLEASE NOTE THE FOLLOWING TEMPLATE IS AN EXAMPLE OF THE PROJECT REGISTRATION FORM. THE ACTUAL FORM USED WILL BE BASED ON THIS FORMAT BUT CUSTOMISED TO SUIT THE INFORMATION REQUIREMENTS OF THE FRAMEWORK THE FORM IS BEING USED FOR.

LHC Clients are requested to state key project information, which will be recorded and distributed by LHC to relevant Appointed Companies who will review the information and declare their Expression of Interest (EOI) in undertaking the Project.

Upon registering this Project, the Client will become an LHC Client under the terms of the FAC-1 Framework Alliance Contract (as amended by LHC), which governs all rights, obligations and procedures relating to award of the Project.

Appointed Companies: are to review the information and confirm their Expression of Interest, within 5 Working Days of receipt, by completing the Expression of Interest Form (Schedule 5, Part 2)

Section 1 – Project Registration Information

The Following section is completed by LHC as part of registering the Project.

LHC Project Number (to be completed by LHC):

Section 2 – Project Summary Details

The following information is to be completed by the LHC Client

It is important to complete this form as fully as possible – especially the project scope – so the Appointed Companies know as much as possible about the range of works, suppliers or services to be delivered.

This form will be issued to the Appointed Companies and used by them as a basis to decide whether they will likely submit a bid for your opportunity. Failure to provide sufficient information may result in further clarifications sought by Appointed Companies which will delay expressions of interest being received or lack of interest due to uncertainty.

LHC Client:

Project Name:

Site Address or Area:

Anticipated Project Value:

 £

Work Element:

Work Elements	OPTION 1 (E.G. SUPPLY ONLY /OR VALUE BAND 1)	OPTION 2 (E.G. INSTALL / OR VALUE BAND 2)
WORKSTREAM 1	<input type="checkbox"/>	<input type="checkbox"/>
WORKSTREAM 2	<input type="checkbox"/>	<input type="checkbox"/>
WORKSTREAM 3	<input type="checkbox"/>	<input type="checkbox"/>
WORKSTREAM 4	<input type="checkbox"/>	<input type="checkbox"/>

Key Project Information:**Project Scope:**

It is important that the *Appointed Companies* know as much information as possible about the range of works, supplies or services to be delivered.

Project/site details and risks:

Please indicate any identified *project/site* risks (if any). If there are specific sites or a range of sites, please provide the details here or supply a list of site addresses as a separate attachment.

Key Anticipated Project Dates (please insert dates where applicable):

1. Pre-tender briefing:
2. Site visit (if applicable):
3. Tender issue:
4. Tender return:

5. Pre-start meeting:
6. Contract award:
7. Start on site:
8. Completion on site:

Mini-Tender or Direct Award without Re-opening Competition?

<input type="checkbox"/> Mini-Tender	If Mini-Tender, please indicate platform to be used (e-tendering portal, email, postal etc):	<div style="border: 2px solid #0070C0; height: 127px;"></div>
<input type="checkbox"/> Direct Award	If Direct award, please indicate who the award should be to:	<div style="border: 2px solid #0070C0; height: 127px;"></div>

Overall Weightings for Quality and Price

Quality %

Price %

Quality Sub Criteria:

Please specify any specific quality criteria that may be applicable to the quality element of the tender if known at this stage e.g.

- Mobilisation and project delivery approach
- Project timescales and project management approach
- Sustainability and environmental factors (such as waste reduction, recycling and low carbon)
- Local economic development, social value and community benefits
- Client communication and resident engagement
- Management of site risks, Health and Safety & CDM
- Whole life costing

Pricing Structure:

Please indicate pricing methodology to be used in the Mini-Competition (e.g. fixed price, target cost, schedule of rates, scenario based etc.):

Form of Project Contract:

Please indicate the Form of *Project Contract Conditions* to be used, including any amendments if known at this stage

LHC Clients acknowledge that by returning the project registration form they accept the terms of the Framework Alliancing contract FAC-1 (A copy of which can be purchased from the Association of Consultant Architects (01959 928412, email office@acarchitects.co.uk), and the schedule of amendments to the FAC-1 agreement specific to LHC.

YES

This information has been provided on behalf of the LHC Client by:

Name:

Position:

Date:

Signature:

SCHEDULE 5

PART 2 – EXPRESSION OF INTEREST FORM TEMPLATE

PLEASE NOTE THE FOLLOWING TEMPLATE IS AN EXAMPLE OF THE PROJECT REGISTRATION FORM. THE ACTUAL FORM USED WILL BE BASED ON THIS FORMAT BUT CUSTOMISED TO SUIT THE INFORMATION REQUIREMENTS OF THE FRAMEWORK THE FORM IS BEING USED FOR.

Expression of Interest (EOI)

To be completed by the Appointed Company and returned to LHC within five (5) working days (unless an alternative return date has been advised by LHC).

We have reviewed the Project Registration Document to which this completed Expression of Interest Form is annexed and we have completed section 1. or 2. as applicable):

SECTION 1 – CONFIRMING YOUR INTEREST IN THIS OPPORTUNITY

We confirm our interest in submitting a bona fide and fully detailed quotation for the Project described and make the following statements about the *Appointed Company*'s capability:

- a) The *Appointed Company* will be able to comply with the timetable of return dates, subject to the *LHC Client* providing all necessary information on or before the dates timetabled and/or reasonably requested.
- b) The *Appointed Company* has suitable financial standing to complete the *Project* described.
- c) The *Appointed Company* has suitable resources to complete the *Project* within the timetable described, subject to the *LHC Client* providing all necessary information on or before the dates timetabled and/or reasonably requested.
- d) No employee of the *Appointed Company* has or will canvass any member or officer of *LHC* or the *LHC Client* organisation, directly or indirectly, relating to the award of this *Project Contract*.
- e) As per the terms of the Framework Alliance Contract all quotes and invoices supplied to the *LHC Client* in relation to the *Project Contract* will be inclusive of the *LHC Levy* (as noted below). For clarity this includes quotes and invoices both for works and services specified in the original call off but also for any variations or additions agreed throughout the life of the *Project Contract*.
- f) The *LHC Levy %* will be included in the total of each project invoice.
- g) Where the *Levy* rate listed below is other than the maximum rate set out in the Framework Documents, I shall adjust my submitted rates accordingly to reflect the lower levy.

To be completed by LHC:

LHC Levy %

Please Sign below to confirm Expression of Interest:

Name:

Company:

Position:

Date:

<input type="checkbox"/>	<p>Please tick to confirm that you have read and agree to the Framework Alliance Contract (FAC-1), including LHC specific amendments.</p> <p><input type="checkbox"/> A copy of the FAC-1 and specific amendments was provided as part of the tender documents used to establish the framework. However, if required a copy of the FAC-1 can be purchased from the Association of Consultant Architects (01959 928412, email office@acarchitects.co.uk)</p>
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The below is only to be completed if you are unable to submit a tender

SECTION 2 – DECLINING YOUR INTEREST IN THIS OPPORTUNITY

We are unable to submit a quotation for the Project described for the following reason/s:

PLEASE NOTE – In addition to providing your reason/s for declining the opportunity, please advise if there are any specific factors that if changed (such as changing the project timetable or certain requirements) would allow you to submit a quotation

Name:

Company:

Position:

Date:

SCHEDULE 5

PART 3 - PROJECT BRIEF CHECKLIST TEMPLATE

THIS IS AN OPTIONAL TEMPLATE TO HELP GUIDE *LHC CLIENTS* IN ENSURING KEY INFORMATION ABOUT THE *PROJECT* IS PROVIDED TO THE APPOINTED COMPANIES (THAT HAVE PREVIOUSLY EXPRESSED AN INTEREST IN THE *PROJECT*) FOR THEM TO BE ABLE TO UNDERSTAND YOUR REQUIREMENTS AND SUBMIT A COMPLETE OFFER.

Your Details

- Client Organisation
- Project Name

LHC Details

- LHC Project Number
- LHC Framework name and reference no.
- Details of the LHC Levy

Project Details

- Scope of the works, goods and/or services including
 - Location/s
 - Quantities
 - Units
 - Product and / or service specifications
- Project/site risks, where known (e.g. access requirements, asbestos, H&S matters etc)
- Social value elements (social, economic and environmental considerations)
- Timescale or programme for carrying out the *Project*
- Budget/s associated with the *Project*
- Pricing Structure / methodology to be used both in the *Mini Competition* and ongoing *Project*
- Payment terms
- Confirmation of any specific economic and financial standing requirements
- Insurance requirements
- Warranty, product guarantees, and / or required defects period
- KPIs and any other performance management structure or requirements
- Project Contract* to be used including any specific amendments, or additional terms
- TUPE Considerations

Procurement Approach / Route

- Direct Award Procedure
- Mini Competition

The following must also be provided to *Appointed Companies* participating in a Mini Competition:

- Quality questions / criteria
- Methodology for evaluating and then ranking offers, including
- Weighting of quality, price and social value or community benefits requirements to be applied

Submission returns

- Name, address and contact details of the Client's appointed officer
- Deadline for submissions (Date & Time)
- Where the responses are to be sent or uploaded.

SCHEDULE 5

PART 4 - PROJECT FORM OF OFFER TEMPLATE

IRRESPECTIVE IF ANY ADDITIONAL FORM OF OFFER DOCUMENT SPECIFIED BY THE LHC CLIENT, COMPLETION, AND INCLUSION OF THE FOLLOWING FORM BY THE APPOINTED COMPANY IN THE TENDER RESPONSE IS MANDATORY.

Checklist

- We have adhered to the *LHC* specification except for *Project* specific requirements as set out in the information provided by the *LHC Client*.
- We have adhered to the *Agreed Maximum Prices* submitted to *LHC*, or identified and provided rationale to the *LHC Client* for any exceptions where the submitted prices deviate from *Agreed Maximum Prices*.
- We have incorporated the *LHC Levy* in our total price quoted to the *LHC Client*

Form of Offer

To:

Client Organisation

(“the *LHC Client*”)

Client Officer

Client Address

Re:

LHC Project Number

(“the *Project*”)

Project Name

Tender Submission Date

I/We unconditionally offer to provide the works/supplies/services requested under the *Mini-Competition* or invitation to submit an *offer* and in accordance with the *Framework Alliance Contract*, the *Project Contract*, and any *Orders* issued under the *Project Contract*, enclose the following documents which comprise my/our *Mini Competition Response / Offer* :

- [Tenderer to list all documents being submitted]

•

•

•

•

•

I/We have satisfied myself/ourselves as to the accuracy and sufficiency of our tendered prices, rates and percentage additions which are those set out in the *LHC Framework Alliance Contract* documentation taking into consideration the requirement that such rates and prices should not exceed those quoted in the *Framework Alliance Contract* (unless clear rational has been provided with your response).

We confirm that such rates, prices and percentage additions (except in so far as it is otherwise provided for in the *Project Contract*) cover all my/our obligations, liabilities, risks and other matters in connection with fully and properly undertaking all the works/supplies/services required and ordered in accordance with the *Project Contract*.

I/We confirm that the total amount of our tendered prices for the *Project* is

£ [VALUE]

as set out in the attached *Agreed Prices* and that:

- the Rates and Prices and all total sums or amounts are exclusive of Value Added Tax (VAT) which will be recoverable from the *LHC Client* in accordance with the VAT liability of our Company.
- the Rates and Prices and all total sums or amounts incorporate the defined *Levy* for this *Project* and I/We warrant to pay the required *Levy* in accordance with the terms of the *Framework Alliance Contract*.

I/We agree that our Tender shall remain open and valid for acceptance by the *LHC Client* for a period of

[NUMBER OF DAYS]

days from the closing date for the receipt of Tenders or such longer period as may be agreed with the *LHC Client*, and that the prices and rates set out in our Tender shall remain firm until

[DATE]

I/we understand the grounds set out in the Procedure for *Mini-Competition* and that the *LHC Client* reserves the right at its absolute discretion to accept or not to accept the lowest or any *Mini-Completion Response* submitted and further that these grounds are without prejudice to any other remedies available to the *LHC Client*.

I/We further acknowledge that we are fully responsible for all costs and expenses in the preparation, submission and any subsequent elements of the *Mini-Competition* process and accept that no reimbursement or payment will be made by *LHC* or the *LHC Client* for such costs and expenditure to us as the Tenderer, the definition of which shall also include expenses, fees, disbursements and any other costs.

Signed and dated:

Signature

Name

Position

Date

(second signatory where required)

Signature

Name

Position

Date

For and on behalf of:

Company Name

Company Registration Number

Registered Address

SCHEDULE 5

PART 5 - PRE-CONTRACT SERVICE AGREEMENT TEMPLATE

(See clause 7)

A two-stage construction tender process is designed to achieve the early appointment of a Contractor on the basis of an agreement to undertake a range of pre-construction services using a Pre-Construction Services Agreement ("PCSA"). This is not to be confused with a restricted tender process as outlined in the Public Contract Regulations 2015.

The two-stage construction tender process typically includes the following:

Stage 1

A tender process will be carried out by the *LHC Client* based on defined criteria (such as overview construction programme, method statements, preliminaries, profits and overheads) to appoint a Contractor to enter into a PCSA with. Following which the Contractor will perform the services required under the PCSA which will typically, consist of design, building completion costing, method of construction, and refined programme timelines, for which the Contractor will be reimbursed. The purpose of this stage of the process is for the Contractor and Client to work together to refine the design and build requirements, removing ambiguity and therefore risk from the project.

Stage 2

Typically based on an open book pricing basis the Contractor will then submit to the client a lump sum contract proposal using the additional information gained from stage 1 and having completed the necessary activities outlined within the PCSA (which may include obtaining specialist designs, material costs and sub-contractor quotations).

The intention of this process is that the Contract involved in stage 1 and 2 of the two stage tendering process will be appointed to carry out the works, and a fixed price for the Contract based on a design, specification and scope of works agreed by both parties with foreseeable risk and / or uncertainties removed through the PCSA stages.

In theory, early involvement of the contractor should improve the buildability and cost-certainty of the design and reduce the likelihood of disputes in the construction phase.

The following template is only relevant to construction projects using a two-stage tender process but provides a simple framework for use by LHC Clients of a Pre-Construction Services Agreement.

Use of this template when carrying out a two-stage construction tender process is not mandatory and *LHC Clients* are able to use templates provided from standard contract forms such as JCT or NEC.

PRE-CONTRACT SERVICE AGREEMENT

LHC Project Number

--

LHC Framework Programme & Lot:

Framework Name & Ref	
Lot / workstream	
Value Band (if Applicable)	

The *LHC Client* and the *Appointed Company* named below in accordance with and subject to the *LHC Framework Programme* listed above *LHC* (the **Framework Alliance Contract**) made between them and others in relation to *LHC Project Number* listed above (the **Framework Programme**) agree under this Pre-Contract Service Agreement (the **Order**) that:

1. Words and expressions used in this *Order* shall have the same meaning as in the *Framework Alliance Contract*.
2. The *Appointed Company* shall undertake the following *Pre-Contract Activities*:

3. The dates and key milestones for completion of those *Pre-Contract Activities* are:

4. The *LHC Client* shall pay the *Appointed Company* the following amounts for those *Pre-Contract Activities*:

5. **[Delete if not applicable]** If a *Project Contract* is entered into, then the *Pre-Contract Activities* shall be treated as part of the *Project* and shall be governed by the *Project Contract Conditions*.

6. [Other terms as required]

Signed on behalf of

(LHC Client)

By _____

Date _____

Signed on behalf of

(Appointed Company)

By _____

Date _____

SCHEDULE 5

PART 6

PROJECT CONTRACT CONDITIONS GUIDANCE

THIS SECTION SETS OUT THE PRINCIPLE EXPECTATIONS FOR A *PROJECT CONTRACT* AND IS PROVIDED AS A GUIDE FOR *LHC CLIENTS* TO REFER TO, TO ENSURE THEY CONSIDER THE VARIOUS ELEMENTS NECESSARY TO PUT IN PLACE A SUITABLE AND ROBUST *PROJECT CONTRACT* THAT IS IN KEEPING WITH THE *FRAMEWORK ALLIANCE CONTRACT*. THESE ARE NOT ADDITIONAL TERMS OF THE *FRAMEWORK ALLIANCE CONTRACT*

1. Form of *Project Contract* Conditions

- The Project Contract Conditions used by an LHC Client for a Project Contract awarded to an Appointed Company will typically be one or more of the following standard forms of building contract, or the LHC Client's modified version of such standard forms
 - JCT / SBCC suite of contracts
 - NEC suite of contracts
 - PPC suite of contracts
 - Bespoke Agreements (see 1.2 below)
 - ACE Professional Services Agreement 2017
 - NHF suite of contracts

1.1. This list is not exhaustive and other standard forms of Contract are permissible including bespoke Contracts produced by the LHC Client. It is at the LHC Clients discretion what Contract form they use.

2. Standard Project Contract Conditions

2.1. The following conditions should be considered as boilerplate provisions in any Project Contract:

- (a) Term of the contract (including any break, review or extension options)
- (b) Pricing conditions, including (as examples):
 - i Any tiering or structure of pricing mechanisms
 - ii Pricing review conditions and / or fixed price requirements
 - iii How Variations and / or additional works are to be priced
- (c) Any specific requirements for evidence to support pricing valuations
- (d) Payment provisions (including payment of additional agreed works).
- (e) Dispute resolution provision.
- (f) Contracts (Rights of Third Parties) Act 1999 to not apply unless expressly provided in respect of specific parties.

- (g) Restriction on publicity (without prior consent)
- (h) Events in which termination of the contract will be applicable (examples provided as follows):
 - i Events leading to default or material breach of the contract both by the *LHC Client* and *Appointed Company*.
 - ii Poor performance of the *Appointed Company*
 - iii Novation or assignment of the Contract
 - iv Change of Control by the *Appointed Company*
 - v Events of default entitling termination by the *LHC Client* and *Appointed Company*.
 - vi Termination for convenience / no fault options
- (i) Procedures and co-operation requirements in the event of termination of the Contract
- (j) Formal process for providing notice to each party and addresses for serving notices.
- (k) Provision stating whether a guarantor of the *Appointed Company* will be required.
- (l) Provisions stating that the *Appointed Company* will not breach the Bribery Act.
- (m) Performance and contract management requirements and procedures
- (n) Key performance indicators and service level agreements
- (o) Execution as a deed and limitation period of 12 years.

3. Terms of Development Agreement Conditions (for new build construction projects)

3.1. The following should be considered as the key clauses for consideration when developing an appropriate Construction or Development agreement *Project Contract*

- (a) Control over design by *LHC Client*.
- (b) Grounds for an application of time specified by the *LHC Client*.
- (c) *LHC Client* remedies for delay including liquidated and ascertained damages.
- (d) *LHC Client* right to instruct variations to design.
- (e) *LHC* or *LHC Client's* rights of access to examine works.
- (f) Robust duty of care provision setting out the *Appointed Company's* liability for construction risk in accordance with the specification, statutory requirements, any planning permission, requisite consents and environmental laws.
- (g) *Appointed Company* is obliged to utilise good quality, new and suitable materials and plant.
- (h) Rights of the *LHC Client* to approve members of construction team and their terms of appointment.

- (i) Collateral warranties in favour of the *LHC Client* and in favour of funders and third parties such as possible tenants and purchasers, if required.
- (j) Indemnity from the *Appointed Company* to the *LHC Client* for any liability arising out of personal injury, death, damage to any real or personal property, nuisance to any adjoining owner arising out of the Works. The *Appointed Company* is obliged to maintain public liability and third-party liability insurance in respect to such liabilities.
- (k) The *Appointed Company* to maintain an all risks joint names insurance policy for the reinstatement of the Works.
- (l) The *Appointed Company* to maintain professional indemnity insurance for 12 years post-practical completion.
- (m) A copyright provision in which the *Appointed Company* grants to the *LHC Client* an irrevocable royalty-free non-exclusive licence to use, reproduce and distribute documents connected with the Works.
- (n) A new home warranty insurance policy for latent defects cover to be provided.
- (o) "Step-down" of CDM Regulations with drafting addressing nomination of Principal Contractor and Principal Designer and also *LHC Clients* if appropriate.
- (p) Retention utilised which is released at the end of the defects liability period.
- (q) *Appointed Company* to provide copies of surveys, reports relevant to the Site or Works upon request by the *LHC Client*.
- (r) The *Appointed Company* to provide notice to the *LHC Client* of the anticipated date of practical completion in order to arrange inspection of the Works.
- (s) The *Appointed Company* must be obliged to rectify defects before handover if any are found upon inspection of the Works.
- (t) Handover and the reaching of practical completion are to be at the *LHC Client's* discretion.
- (u) Specification of items required to be delivered upon completion.
- (v) Obligation to rectify defects during the defects liability period (Minimum 12 months) and liability in respect of latent defects for 12 years post-practical completion.
- (w) Time limits for rectification of defects during the defects liability period specified based on urgency / severity.
- (x) Long stop date utilised and right of termination for the *LHC Client* if the project has not reached practical completion.
- (y) Full suite of documentation (e.g. certificates, operational manuals, service plans and location points etc.) to be provided on handover to the *LHC Client*.
- (z) Responsibility for the *Appointed Company* to ensure that all activities carried out by the *Appointed Company* and those of sub-contractors comply at all times with all relevant statutes, statutory instruments regulations and industry recognised and adhered to codes of practice.

4. Project Specific Conditions

4.1. The following additional conditions should be considered by the LHC *Client* as appropriate on a project by project basis

- (a) Land transfer structure
- (b) Appointment of a rights of light surveyor.
- (c) Appointment of a party wall surveyor.
- (d) Environmental reports/surveys and appropriate assignment/collateral warranties.
- (e) Planning permission and if so, completion conditional on satisfaction.
- (f) Section 106 Agreements and how liability for costs of compliance to be allocated where private sale/ commercial involved.
- (g) Treatment of VAT.
- (h) Application of CIL and any relief.
- (i) Stamp duty land tax and degree of relief (none/ public subsidy/ qualifying vendor/ charities).
- (j) Full suite of documentation (e.g. copy of certificate of practical completion, reports, planning permission and confirmation of conditions being satisfied, building regulations approval etc) to be provided for a funding/ charging exercise.

4.2. The onus is on the *LHC Client* to define the particular *Project Contract* Conditions applicable to a *Project*, however it is advised that the *Project Contract* Conditions should not be less onerous than the terms and conditions of the *Framework Alliance Contract*.

SCHEDULE 5

PART 7 - PROJECT MONITORING DOCUMENTS

In order to monitor the *Project*, *LHC* reserves the right to request documents, data, and information *related to the Project*, which the *Appointed Company* and/or the *LHC Client* shall provide to *LHC* upon request. The following are examples of typical information that may be requested however this list is not exhaustive and *LHC* reserves the right to reasonably request alternative or additional information:

- Contract Acceptance Document.
- Confirmation of type of contract being utilised
- Confirmation of *Agreed Prices* total and annual (where applicable)
- Project Programme, with monthly updates thereafter (where applicable)
- Notification of monthly progress meetings (where applicable).
- Copy of KPIs, which may include
 - Defects at practical completion
 - Safety (accident incidence rate)
 - Predictability - cost
 - Predictability - time
 - *Client* satisfaction
 - Resident/end-user satisfaction
 - Social value
- Copy of Progress Minutes, including contractors report.
- Quotations / valuations / applications for payment
- Notification of initial final inspection of completed works (or stage, where applicable).
- Notification of any major project variations and copy of *Client* acceptance/approval.
- 'Practical Completion' certificate (where applicable)
- Signed final account
- Copies of any building and/or project performance data collected and submitted to national and/or devolved governments and/or agencies acting on their behalf

SCHEDULE 5

PART 8A - SERVICE LEVEL REQUIREMENTS AND KEY PERFORMANCE INDICATORS

GENERAL FRAMEWORK SERVICE LEVEL REQUIREMENTS

As part of their appointment to the *Framework Alliance Contract* the *Appointed Companies* must adhere to the following service level requirements which are applicable to the management and administration of each *Framework Programme* under the *Framework Alliance Contract*.

1. Response to Project Contract Engagement Invites
Respond to <i>LHC</i> and <i>LHC Clients</i> ' enquiries, tenders and EOI requests within 5 (five) <i>Working Days</i> unless specified otherwise, whether the response is positive or negative
<ul style="list-style-type: none">a. If an <i>Appointed Company</i> needs to request a time extension (e.g. to review a complex project and/or engage with sub-contractors before submitting a response) the <i>Appointed Company</i> must give as much notice as possible of this request.b. If an <i>Appointed Company</i>'s response to an EOI request is negative the <i>Appointed Company</i> <u>must</u> give reasonable grounds for doing so.c. If an <i>Appointed Company</i> fails to respond to an EOI request on three or more occasions without providing reasonable grounds for doing so then <i>LHC</i> reserves the right to temporarily suspend that <i>Appointed Company</i> from the <i>Framework Programme</i>. Repeated breaches will result in longer suspensions or removal from a <i>Framework Programme</i> or the <i>Framework Alliance Contract</i> in its entirety.d. If an <i>Appointed Company</i> fails to submit a tender (having previously notified their interest through an EOI) on three or more occasions without providing reasonable grounds for doing so then <i>LHC</i> reserves the right to temporarily suspend that <i>Appointed Company</i> from the <i>Framework Alliance Contract</i> for a period of time. Repeated breaches will result in longer suspensions or removal from the <i>Framework Alliance Contract</i>.
2. Pricing
<i>Framework Prices</i> must be in accordance with the terms of the <i>Framework Documents</i>
<ul style="list-style-type: none">a. <i>Appointed Companies</i> must ensure the <i>LHC Levy</i> whether inclusive or exclusive has been included in the total of all quotes and invoices submitted to <i>LHC</i> and <i>LHC Clients</i>.b. <i>Framework Prices</i> on scheduled items must not exceed each <i>Appointed Company</i>'s Agreed Maximum Prices (exclusive of VAT), noting that <i>Framework Prices</i> are subject to annual uplifts based on allowable fluctuation adjustments as detailed in the <i>Framework Documents</i>c. Any price exceptions must be agreed in advance with <i>LHC</i>d. Agreed Prices on <i>Project Contracts</i> must be held firm for 90 days from the date of quotation unless otherwise stipulated in the <i>Project Contract</i> documentation
3. Project Contract Delivery
<ul style="list-style-type: none">e. Engage proactively with <i>LHC</i>, <i>LHC Client</i>, <i>LHC Clients</i>' consultants, other <i>Appointed Companies</i> and supply/sub-contract companies or <i>Supply Chain Members</i> on all aspects of each <i>LHC Project</i>

f.	Ensure full compliance with) agreed <i>Project Contract</i> specific KPI targets, reporting schedule, reporting format with the <i>LHC Client</i> which may include (as examples): 1. Quality of workmanship measurements such as inspections passed, recalls, defects etc 2. Performance against target cost 3. Performance against time target 4. <i>Client</i> and / or Resident/end-user satisfaction 5. Achievement of community benefit and / or social value targets 6. Delivery of environmental targets (such as recycling, travel, landfill waste reduction)
g.	Fully comply with the supply and/or installation of works, supplies and/or services specified under the <i>Frameworks Documents</i> and <i>Project Contract Documents</i>
h.	Treat the resident / end-user with dignity and respect at all times and fulfil the requirements of resident engagement exercises
i.	Respond positively and pro-actively to any complaints or incidents, changes of status or personnel or any issues that impact the <i>Framework Programme</i> , either positively or negatively.
4. Declarations & Settlement	
a.	Notify and declare all <i>Projects</i> , orders and invoices 1. Register details via the “My LHC” portal 2. Register <i>LHC Client</i> invoices within 5 <i>Working Days</i> of receipt of funds from <i>LHC Client</i> .
b.	Pay <i>LHC</i> invoices within 30 calendar days from date of invoice
c.	Provide <i>LHC</i> with the contact details for the person/s and department/s responsible for declaration and settlement of <i>LHC</i> invoices for each <i>Project</i>
5. Framework Alliance Monitoring	
a.	Attendance at <i>Framework Alliance Contract Meetings</i>
b.	Completion of annual framework health check requirement which will include: a. Review meeting or call with <i>LHC</i> lead technical manager b. Submission of up to date insurances c. Submission of up to date certificates, industry registrations and accreditations as relevant to the requirements set out in the <i>Framework Documents</i>

GENERAL FRAMEWORK KEY PERFORMANCE INDICATORS

Appointed Companies will be specifically monitored by *LHC* in relation to their performance against the general framework service level requirements (identified above) using the following Key Performance Indicators

KPI	Name	Purpose	Target
1	EOI Responses	Respond to <i>LHC</i> and <i>LHC Clients</i> ’ enquiries, tenders and EOI requests within 5 (five) <i>Working Days</i> unless specified otherwise, whether the response is positive or negative	100%
2	Intent to Bid following receipt of tender documentation	Confirm to Client with intention to bid to tender within 5 working days	100%
3	Registration of Levy due in the portal	Register <i>LHC Client</i> invoices within 5 <i>Working Days</i> of receipt of funds from <i>LHC Client</i> .	100%
4	Payment of Levy	Pay <i>LHC</i> invoices within 30 calendar days from date of invoice	100%

SCHEDULE 5

PART 8B - SERVICE LEVEL REQUIREMENTS AND KEY PERFORMANCE INDICATORS

PROJECT SPECIFIC KEY PERFORMANCE INDICATORS

To allow *LHC* to monitor the ongoing performance of the *Appointed Companies* assigned to the *Framework Alliance Contract*, each *Appointed Company* will be required to submit a summary report demonstrating their performance against the following key performance indicators for every *Project Contract* the *Appointed Company* is delivering under this agreement.

To avoid duplication of effort where these Key Performance Indicators (or closely similar measures) are already being collected by the *LHC Client* or the *Appointed Company* as part of the *Project Contract* performance management data collection then, (subject to prior agreement) *LHC* may accept existing performance measurement data collated as part of the *Project Contract*.

Acceptance of alternative performance measurement information to that which is outlined below will be at *LHCs*' discretion.

The specific KPIs their targets and their measurements may differ to suit the requirements of each *Framework Programme* however the below table sets out the basis of the reportable *Project KPIs*.

KPI	Name	Purpose	Target
1	Predictability of Time	To measure the reliability of time targets for the Project Contract	+/- 0%
2	Predictability of Cost	To measure the cost performance of the Contractor against the Agreed Project Contract total for the project	+/- 0%
3	Post Inspection Quality	To measure the quality of works undertaken by the Contractor based on inspections completed by the Client	0
4	Defects certificate	To check whether all issues have been completed and the retention (if applicable) will be paid	Pass/Fail
5	Health and Safety	To measure the number of accidents and near misses incurred by Contractor and Supply Chain for the Project	0
6	Customer Satisfaction	To determine the overall level of Customer satisfaction with the service received	100%
7	Community Impact Assessment	To evidence that community benefits and social value is being delivered as a result of the Project Contract.	Pass/Fail
8	Community Impact Case Study	To evidence that community benefits and social value is being delivered as a result of the Project Contract.	Pass/Fail

SCHEDULES 1 to 5

ADDITIONAL DEFINITIONS

In addition to the definitions set out in Appendix 1 the following definitions shall be used in respect of the *Framework Alliance Contract*:

Agreed Maximum Prices – means the maximum price that *Alliance Members* can charge for goods, works, or services provided in accordance with the *Framework Documents*.

Award Confirmation Notice – means the acceptance of the relevant *Alliance Members Offer Document* by the *Client*;

Bribery Act - the Bribery Act 2010 and any re-enactments, amendments and relevant regulations;

Appointed Company – an *Alliance Member* selected as a contractor, consultant or supplier and issued with an *Award Confirmation Notice*

Conditions – such terms set out in the *Framework Alliance Contract*;

Documents - all technical information, drawings, models, specifications, schedules, details, plans, calculations or other materials provided or to be provided by any *Alliance Member* pursuant to the *Framework Alliance Contract* and all amendments and additions thereto (whether in existence or yet to be made) and any work or inventions of any *Alliance Members* incorporated or referred to therein;

Expression of Interest Form– A completed version of the template form set out in Schedule 5, Part 2. Completed by the *Alliance Members* in response to a Project Registration Document provided by the *Client*.

Form of Offer - the template set out at Schedule 5 Part 4;

Invitation to Tender means the *invitation to tender* issued by the *Client* in respect of the *Framework Programme*

Levy – means the payment by each *Appointed Company* or *Supply Chain Member* to the *Client* based on the agreed percentage of the total value of each and every invoice submitted to an *Additional Client* in relation to a *Project Contract*.

LHC - Client;

LHC Client - Additional Client;

LHC Framework - Framework Programme;

LHC Project – Project

Lot- A sub-category of the *LHC Framework*, applicable in situations where the overall *LHC Framework* is split into smaller subdivisions based on (as examples) value bands, geographical regions, or type of goods, works or services.

Main Contractor- An *Alliance Member* who is the primary / lead Contractor for the *Project* and for the purposes of the CDM regulations would be considered the Principal Contractor;

Mini-Competition - the *Competitive Award Procedure* as set out at Schedule 4 Part 2;

Mini-Competition Response- response from *Appointed Companies* to a Mini Competition;

Offer – the response from the *Appointed Company* to an *Invitation to Tender* to submit an Offer in accordance with the *Direct Award Procedure* set out in Schedule 4 Part 1;

Offer Document means each *Appointed Company*'s offer to comply with the requirements of the *Invitation to Tender* including the signed form of tender submitted by the relevant *Appointed Company*

Project Registration Document - the template document set out at Schedule 5 Part 1;

Project Contract Conditions – Contractual terms of the *Project Contract* as set out by the *Additional Client*.

Supply Chain Member – A organisation appointed to a list of approved Installers / Contractors by an *Alliance Member* who is a manufacturer or system supplier to provide the installation / works element of a *Project Contract*.

Term Programme - a series of *Projects* to be instructed under a term contract

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SOUTH
KESTEVEN
DISTRICT
COUNCIL



Cabinet

Date 11 September 2023

Report of Councillor Rhea Rayside,
Cabinet Member for People and
Communities

Control Room Relocation

Report Author

Alison Hall-Wright, Assistant Director of Finance

 alison.hall-wright@southkesteven.gov.uk

Purpose of Report

To seek approval to relocate the Control Room to the Grantham Police Station.

Recommendations

That Cabinet:

1. Approves the relocation of the Control Room to the Grantham Police Station
2. Approve a budget amendment of £16,800 to be funded from the Council's Local Priorities Reserve

Decision Information	
Is this a Key Decision?	No
Does the report contain any exempt or confidential information not for publication?	No
What are the relevant corporate priorities?	High performing Council
Which wards are impacted?	All

1. Implications

Taking into consideration implications relating to finance and procurement, legal and governance, risk and mitigation, health and safety, diversity and inclusion, safeguarding, staffing, community safety, mental health and wellbeing and the impact on the Council's declaration of a climate change emergency, the following implications have been identified:

Finance and Procurement

1.1 The financial implications of this proposal are detailed in the report and the one-off funding can be funded from the Council's reserve should it be approved.

Completed by: Richard Wyles, Deputy Chief Executive and s151 Officer

Legal and Governance

1.2 There are no significant legal or governance implications arising from this report.

Completed by: Graham Watts, Assistant Director of Governance and Monitoring Officer

Community Safety

1.3 Relocation of the Control room to Grantham Police Station would be beneficial to the CCTV Team and the wider Council and would further strengthen our working relationships with the local Policing Team, thereby be advantageous to community safety within the District.

Completed by: Ayeisha Kirkham, Interim Head of Public Protection

2. Background to the Report

2.1 The CCTV control room has been located at a site currently owned by the Council for a number of years. The office accommodation is dated so requires investment to modernise the facilities and provide quality staff welfare facilities. There are a number of operating constraints with the facility including a limitation of space, parking provision and the proximity to other partners who require access to the surveillance information. To alleviate the issues with the current site and to further harness partnership working discussions have been underway with the Police Authority regarding relocating the CCTV control room to the Grantham Police Station Headquarters. The relocation would bring a number of benefits including:

- Reduced timeline for the Police to review CCTV footage
- Reduced lone working as the CCTV operatives would be based at the Police Station
- Provision of modern facilities for the CCTV operatives
- Reduction in operating costs from the current location

2.2 A location has been identified at the Police Station for the control room but a number of preparatory works are required in order to enable a smooth transition. As there is currently no budget for these works, a budget amendment is requested should the proposal be supported. It is proposed the one-off funding is sourced from the Local Priorities Reserve.

Table 1 – Proposed Schedule of Works

Description of Works	Cost
Electrical Works	£6,800
Joinery – interconnecting door	£1,000
Joinery – construction of server room	£2,650
Air Conditioning	£6,350
Total	£16,800

2.3 British Telecom PLC (BT) currently provides the Council's CCTV network infrastructure, so they have undertaken a survey of the proposed room and are currently producing a control room design to ensure that the location design meets the needs of the CCTV infrastructure and the Council's requirements.

2.4 The Council will be required to enter into a lease for a period of 20 years with the Police if the relocation is approved, there will be no cost to the Council as it has been agreed that the annual service charge will be waived. In accordance with the Council's approved scheme of delegation the lease will be entered into should the proposal be supported. Once the lease has been entered into a timeframe will

be agreed with the Police Authority for the works detailed in table 1 to be completed. If this proposal is approved, it is anticipated that the transfer of the Control Room to the Police Station will be completed by 31 March 2024.

3. Key Considerations

- 3.1 If the proposal is not approved the design for the new depot would need to be revisited as the control room is not currently included.

4. Other Options Considered

- 4.1 The control room could remain at its current location but this would impact on any future options for Alexandra Road if the depot relocation is approved.
- 4.2 The control room could be included in the new depot site, but this would remove the benefits detailed in paragraph 2.1 of this report.

5. Reasons for the Recommendations

- 5.1 The relocation of the Control Room will remove the limitations of the current location, increase partnership working with the Police and will also bring a number of benefits to the Council which have been detailed in paragraph 2.1 of this report.



SOUTH
KESTEVEN
DISTRICT
COUNCIL



Cabinet

11 September 2023

Report of Councillor Phil Dilks –
Cabinet Member for Housing and
Planning

Comprehensive Masterplan for Local Plan allocation at Low Road, Barrowby

Purpose of Report

To seek approval from Cabinet for the submitted Comprehensive Masterplan document for the Local Plan residential development site allocation at Low Road, Barrowby (Local Plan Ref: LV-H3).

Report Author

Adam Murray, Principal Development Management Planner

 adam.murray@southkesteven.gov.uk

Recommendation

It is recommended Cabinet approves the proposed Comprehensive Masterplan (Dated June 2023) (Revision Q) enclosed at Appendix 1 as the agreed Masterplan for the Low Road, Barrowby Local Plan allocation.

Decision Information	
Is this a Key Decision?	No
Does the report contain any exempt or confidential information not for publication?	No
What are the relevant corporate priorities?	Housing that meets the needs of all residents
Which wards are impacted?	Belvoir Ward

1 Implications

Taking into consideration implications relating to finance and procurement, legal and governance, risk and mitigation, health and safety, diversity and inclusion, staffing, community safety, mental health and wellbeing and the impact on the Council's declaration of a climate change emergency, the following implications have been identified:

Finance and Procurement

1.1 The approval of the Masterplan will have no financial implications for the Council or the Local Planning Authority.

Completed by: Alison Hall-Wright, Assistant Director of Finance and Deputy S151 Officer

Legal and Governance

1.2 The approval of the Masterplan is a Non-Key Decision to be taken under the requirements of the adopted Local Plan. As such, under the Scheme of Delegation, the approval of the masterplan falls to be considered by Cabinet.

Completed by: Graham Watts, Assistant Director of Governance and Monitoring Officer

Is an Equality Impact Assessment required?

1.3 An Equality Impact Assessment is not required.

1.4 The allocation of the site has been the subject of an Equality Impact Assessment as part of the preparation of the adopted South Kesteven Local Plan 2011-2036 and the approval of the Comprehensive Masterplan is a requirement of the adopted Local Plan policy.

- 1.5 The Comprehensive Masterplan will form part of the decision-making process for forthcoming planning applications on the site and, these will also be determined in accordance with the relevant Public Sector Equalities duties.

Completed by: Carol Drury, Community Engagement Manager

Climate Change

- 1.6 The Local Plan policies were subject to a Sustainability Appraisal as part of the preparation and examination of the Local Plan.
- 1.7 Any forthcoming planning applications for development on the site will be subject to assessment against the policies in the development plan, which includes a series of principles of sustainable development and require development proposals to minimise their impacts on climate change.

Completed by: Serena Brown, Sustainability and Climate Change Officer

2 Background to the Report

- 2.1 The Council's vision in the Corporate Plan is to "be the best district in which to live, work and visit". The adopted Local Plan and planning have a key role in realising this aspiration. Housing that meets the needs of all residents is identified within the Corporate Plan as a key priority for the Council and this is echoed within the adopted Local Plan.
- 2.2 The South Kesteven Local Plan 2011-2036 was adopted by the Council on 30 January 2020 and plans for the delivery of development to meet the District's housing and employment needs.
- 2.3 Land at Low Road / Reedings Road, Barrowby is allocated within the adopted Local Plan (Site Ref: LV-H3) for the development of up to 270 new dwellings at a maximum density of 35 dwellings per hectare.
- 2.4 The allocation site is located to the south of Barrowby, bounded by residential development to the north and Low Road to the south. The A1 is located to the east of the site, approximately 85 metres away and separated by a further parcel of arable land. Whilst there are no formal public rights of way running through the site, there is an established, well used route running north to south from Reedings Road to Low Road towards the centre of the site.
- 2.5 The Local Plan policy requires a masterplan to be approved for the entire site. The policy sets out several development principles which need to be followed including the phasing of the development, landscape and boundary treatments, and biodiversity net gain enhancements. The full text of the Local Plan policy allocation is contained in **Appendix B** of this report.

2.6 The Local Plan allocation site is under the control of three separate parties; Persimmon Homes (northern parcel), Allison Homes (southern parcel) and Platform Housing Group (western parcel). Whilst the site ownership falls under three separate landholdings, it is a single allocation within the adopted Local Plan with the associated development principles covering the whole site. In this respect, the purpose of the Masterplan is to ensure that the site is developed in a comprehensive and co-ordinated manner, and to ensure that the development of the individual land parcels does not inhibit the provision of a high-quality scheme across the whole allocation.

2.7 The western parcel has already been given planning permission for 49 dwellings (Our Ref: S18/0093 and S19/2140) and for the construction of a food store (Our Ref: S20/1124). The food store has been built and is open, and the housing has been completed.

2.8 The Council (as Local Planning Authority) are currently in the receipt of two planning applications for the development of the northern parcel (Persimmon Homes). These applications envisage the development of the site for 67 dwellings and are currently undetermined. The recent full planning application – submitted in February 2023 – has been designed in parallel with the proposed masterplan document.

2.9 The developers for the northern and southern parcels of land (Persimmon Homes and Allison Homes) have been working together to prepare a Comprehensive Masterplan document. Whilst the masterplan focuses primarily on the development of the northern and southern parcels of the site allocation, it does show the already built development on the western parcel. This is important as it demonstrates how the remaining, undeveloped parcels would connect into the completed development, as well as the existing settlement.

2.10 The preparation of the Masterplan has involved extensive discussions between Officers, Developers and the local community, and this has included a review of the emerging document by the Council's Design PAD service. The submitted version of the Masterplan (see **Appendix A**) has been the subject of formal public consultation as part of a 21-day consultation on the ongoing Persimmon Homes applications; this has included consultation with Barrowby Parish Council, local residents and all statutory consultees, which has not identified any objections to the submitted document. Further information relating to the consultation is provided at Paragraph 2.13. below.

The Masterplan document

2.11 The submitted Comprehensive Masterplan document (**Appendix A**) (Dated June 2023) (Revision Q) includes a site and contextual analysis, response to this contextual analysis, vision for the overall site allocation, and a series of key development principles. The vision for the site allocation is outline as the following:

“A landscape led extension to the village, centred around a large central green space with a plethora of connections to the wider community. The development will be inter-dispersed with landscaping, tree planting and green corridors to maintain the rural feel of the wider rural community”.

2.12 Section 6 of the Comprehensive Masterplan document sets out the development proposals for the whole site allocation and outlines the following key points:

- Vehicular access to the Allison Homes parcel will be via Low Road. Whilst vehicular access to the Persimmon Homes parcel will be via an extension of Reedings Road, and via an extension of Owen Road (through the Platform Housing Group development).
- Extensive areas of public open space are to be provided on the eastern and southern boundaries of the site; including sustainable drainage systems (SuDS) attenuation basins and swales and areas of play space.
- The allocation will provide for affordable housing in accordance with Policy H2.
- In line with Highways Authority guidance, there will be a hierarchy of three different types of streets; Primary Street, Shared Surface (Secondary Street); and Private Drives / edge lanes.
- Grassed verges with street trees will be in place on one side of the carriageway of the primary street with opportunities for hedgerow planting and trees within front gardens of dwellings on the other side of the carriageway. The only exception to this is the north-south continuation of Reedings Road, within the Persimmon Homes parcel, where a grass verge with street trees will be planted on both sides.
- The proposed and indicative materials will include a mix of red brick, stone, and the use of render or cladding on feature buildings. Features will also include the use of chimneys, stone cills, joint detailing, contrasting brick banding, lintel details with arched lintels and glazing bar details on features and quoins.
- Housing will front onto green corridors to create a positive frontage. Green corridors will provide dedicated footpath and cycle access through the site, east to west along the central hedgerow and north to south from Reedings Road to Low Road.
- The north-south green corridor between Reedings Road, within the control of Persimmon Homes will comprise of a vehicular access, a 3m wide foot / cycleway on either side, and 3m grass verge with street trees on either side. For the part of the corridor in the control of Allison Homes, this will be a more informal planting arrangement with the incorporation of a foot / cycleway running north to south.
- The Central Green will provide a focal space for play, activities and events set within an informal landscaped setting. The open space will be easily accessible and located along a proposed footpath / cycle route. Housing will front onto the Central Green providing informal natural surveillance of the open space.
- In terms of phasing, the western parcel has been delivered on site first. The Persimmon Homes parcel would form phase 2 with a build out rate of 40 dwellings per year. For the Allison Homes parcel, a planning application is expected in 2023 with development likely to commence on site in 2024.

Public Consultation

2.13 The submitted Comprehensive Masterplan document has been the subject of public consultation as part of the pending Persimmon Homes applications. As part of this formal consultation period comments have been received from Barrowby Parish Council, which have stated the following:

“Support Barrowby Parish Council support this application.

The Masterplan covers all the aspects we would expect; however, we do have some questions that would need further discussion as the process progresses.”

2.14 In addition, a total of 70 (no.) public representations have been received on these applications. A summary of the representations received are enclosed at **Appendix C** to this report. It should be noted the majority of these representations have raised objections to the proposed development based on the principle of residential development on the site, and the impact of the development on local highways, drainage, education and healthcare capacity. These material planning considerations would be assessed in detail as part of the determination of any planning application on the site. However, it should be noted that, as a matter of principle, the allocation of the site within the adopted Local Plan has established that 270 dwellings could be accommodated on the site without have an unacceptable impact on the local area.

2.15 In respect of the Comprehensive Masterplan, the public representations have not raised any relevant considerations in respect of the specific details included within the document and / or any factors relating to the co-ordinated development of the allocation site.

2.16 Furthermore, as detailed above, the formulation of the Comprehensive Masterplan has been the subject of continued engagement between the Developers and Officers, including the Council’s Urban Design Officer and Lincolnshire County Council (as Local Highways Authority and Lead Local Flood Authority) through the Council’s Design PAD service.

2.17 As part of their comments on the final, submitted Masterplan document, Lincolnshire County Council (as LHA and Lead Local Flood Authority) have confirmed they have no objections, and that all their previous comments and concerns have been addressed.

2.18 Similarly, the Council’s Urban Design Officer has confirmed the final document is supported and has addressed all matters previously discussed.

Conclusions and Next Steps

2.19 Considering the above, it is Officers’ assessment the submitted Comprehensive Masterplan sets out an appropriate high-level strategy for the site and would ensure the co-ordinated delivery of a high-quality scheme across the site allocation, and therefore provides an appropriate basis to assess the acceptability of any applications for the remainder of the site allocation.

2.20 In the context of the above, the Persimmon Homes applications are currently pending determination by the Local Planning Authority; with the determination of

these applications being withheld until the Masterplan for the site allocation has been approved by Council. The submitted applications will subsequently be determined in the context of their accordance with the approved Masterplan.

2.21 In respect of the Allison Homes parcel, it is understood a full application for the remaining capacity of the site allocation will be submitted by the end of 2023 and would also be considered in the context of their accordance with the approved Masterplan.

3 Key Considerations

3.1 The Council has a legal duty to determine all planning applications in accordance with the adopted Development Plan unless material considerations indicate otherwise. The Council adopted the South Kesteven Local Plan 2011-2036 on 30 January 2020, and this form the Development Plan for the District alongside any made Neighbourhood Development Plans.

3.2 Policy LV-H3 of the adopted Local Plan allocates land at Low Road, Barrowby for residential development of up to 270 residential dwellings and includes a series of development principles to guide the delivery of the site allocation. Criteria (a) of these principles requires the approval of a masterplan for the site by the Council, following consultation with the local community.

3.3 The submitted masterplan document has been the subject of extensive engagement between Officers, Developers and the local community. This has resulted in the submitted document being supported by all parties and, therefore, it is recommended to Cabinet for approval as the agreed masterplan for the site.

4 Other Options Considered

4.1 The alternative of not approving the submitted Comprehensive Masterplan has been discounted. Failure to approval the Masterplan document would result in the planning applications for the remaining parcels of the site allocation being determined in the absence of an agreed masterplan, and this may result in the applications being deemed contrary to the Local Plan policy requirements. As a result, this may result in planning permission being delayed and/or withheld for the site allocation.

4.2 This course of action would have implications for the Council in respect of the requirement to maintain a 5-year housing land supply and, as a result, could lead to planning applications for speculative development within the District. Similarly, it may also result in appeals against the refusal/non-determination of planning applications for the remaining site allocation, and the Council may be liable for costs incurred for defending any decision.

5 Reasons for the Recommendation

5.1 The submitted masterplan document is recommended for approval to ensure that there is an agreed masterplan for the Low Road, Barrowby Local Plan allocation, which will ensure the comprehensive and co-ordinated delivery of the remainder of the site allocation. This is important because it will assist in ensuring the Council meets its corporative objectives in respect of delivering housing that meets the needs of all residents, through the delivery of high-quality, well-designed developments.

6 Consultation

6.1 The South Kesteven Local Plan 2011-2036 was the subject of several stages of preparation, including a number of periods of consultation, prior to the examination of the Plan by the Planning Inspectorate. As such, the allocation of the land at Low Road, Barrowby was the subject to extensive public consultation during that process.

6.2 The Comprehensive Masterplan document has also been the subject of consultation with the local community and statutory consultees, in connection with the Persimmon Homes applications which are currently pending determination. In accordance with the requirements set out within the Town and Country Planning (Development Management Procedure) Order, and the Council's Statement of Community Involvement, this has included a formal 21-day consultation period with a site notice posted at the site, and formal notification sent to all neighbouring properties.

6.3 A number of additional 14-day consultation periods have been advertised following the submission of the Masterplan document, and following the re-submission of the document following amendments which were made to address the comments raised during the previous consultation stages.

6.4 Furthermore, the Masterplan document has been the subject of discussion during the Council's Design PAD services, which is a multi-disciplinary meeting which brings together key consultees such as highways, drainage and design to ensure a co-ordinated and complimentary response planning matters.

7 Background Papers

7.1 *Committee Report for S18/0093* – Outline application for construction of 49 dwellings (Access for approval only)
<http://planning.southkesteven.gov.uk/SKDC/S18-0093/1665803.pdf>

7.2 *Committee Report for S19/2140* – Approval of reserved matters for appearance, landscaping, layout and scale for 49 dwellings following grant of outline permission S18/0093
<http://planning.southkesteven.gov.uk/SKDC/S19-2140/1845370.pdf>

<http://planning.southkesteven.gov.uk/SKDC/S19-2140/1886204.pdf>

7.3 *Committee Report for S20/1124 – Erection of a food store (Use Class E1a) and associated car parking*
[Application - S201124.pdf \(southkesteven.gov.uk\)](http://planning.southkesteven.gov.uk/S201124.pdf)

8 Appendices

- 8.1 Appendix A – Comprehensive Masterplan document (Dated June 2023) (Revision Q)
- 8.2 Appendix B – Local Plan Policy LV-H3
- 8.3 Appendix C – Summary of public representations

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Barrowby

South

Lincolnshire

Masterplan
June 2023

Persimmon Homes, Allison Homes & Platform Housing Group



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Part 1: Introduction & Vision

Introduction

This document sets out how the developers of the sites that form the proposed Barrowby residential allocation will bring forward development to provide a distinct and high quality development in Barrowby that recognises and respects the existing village character.

The accompanying concept masterplan for the allocation sets out the land use and design principles to guide the future development of the allocation, which will come forward via independent application phases to create a sustainable new extension to Barrowby.

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Persimmon Homes, Allison Homes and Platform Housing Group are the three developers and interests in individual parts of the allocation site. Through discussion with South Kesteven District Council (SKDC) planning team it was agreed that a concept masterplan for the allocation would be prepared to inform the determination of planning applications for the site, while the Platform Housing Group Parcel does now benefit from outline and reserved matters consent.

The allocation masterplan responds to the Adopted Local Plan prepared by SKDC which covers the period 2011 – 2036. The Adopted Plan includes the site at Barrowby as an allocation for 270 new dwellings (reference LV-H3).

The three different land parcels which form the allocation are at different planning stages. The eastern parcel in the control of Platform Housing Group benefits from planning permission for 49 dwellings (outline planning permission S18/0093 and Reserved Matters Consent S19/2140). Persimmon Homes have also submitted an outline planning application pending consideration (planning reference S19/1131).

Part 1: Introduction & Vision

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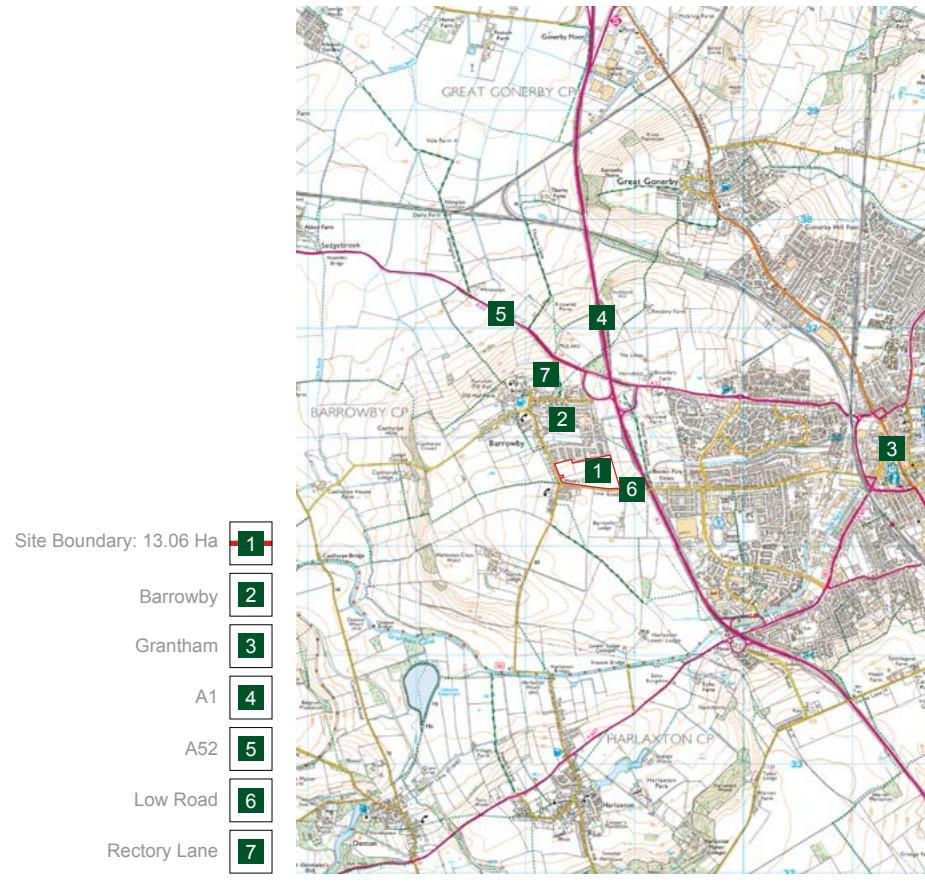


Figure 1: Strategic Location Plan



Figure 2: Location Plan



Vision

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- Barrowby is a rural settlement for which within the locality of the allocation site, the character of the area is largely drawn from its rural character and simple architectural design.
- Hedgerow planting is common both to dwelling frontages and field boundaries.
- The masterplan will draw on these qualities with existing trees and hedgerows to be retained and enhanced as part of the development.
- New landscape features will be created, including, play, open spaces, new tree planting, green infrastructure corridors and SuDS features including ponds and swales.
- Street design will also reflect the rural nature of the area with grass verges and tree planting to the primary roads where appropriate.
- Dwelling design will be simple and rural in character and will draw on existing features within the locality. This will include render detailing, stone cills, lintel detailing and chimneys on prominent buildings where necessary, feasible and possible within the development.

'A landscape led extension to the village centred around a large central green space with a plethora of connections to the wider community. The development will be inter-dispersed with landscaping, tree planting and green corridors to maintain the rural feel of the wider community.'



Figure 3: Aerial View of Allocation, viewing north

N.T.S

Part 2: Planning Context

Planning Context

The South Kesteven Local Plan covering the period 2011 – 2036 was formally adopted by the Council in January 2020.

Policy SP2 'Settlement Hierarchy' of the Adopted Local Plan sets out a settlement hierarchy with the majority of the development being focused within Grantham, followed by the market towns of Stamford, Bourne and the Deepings, then larger villages and smaller villages. Barrowby is defined as a larger village within policy SP2, and this recognises that Barrowby has a key role to play in providing housing and growth. Policy SP2 sets out that in addition to the allocations, development proposals which promote the role and function of the Larger Villages, and will not compromise the settlements nature and character, will be supported.

The site is an allocation in the Adopted Local Plan forming allocation LV-H3 Low Road for up to 270 new dwellings at a maximum of 35 dwellings per hectare. The allocation is accompanied by a number of design principles which are detailed below:-

1. *A masterplan is required for the entire site. All parties shall work together to bring forward a comprehensive plan for the site, including the phasing of development. The masterplan is to be agreed by the Council following consultation with the local community. Development proposals will only be permitted where these are in accordance with the agreed masterplan.*
2. *Additional treatment capacity is required at waste water treatment works and new discharge permits are required for water quality targets. This should be incorporated early on in the development of scheme specifics as part of a scheme wide delivery strategy which demonstrates that capacity is available or could be made available to serve the development subject to phasing.*
3. *The masterplan and development proposals will incorporate a substantial landscape and boundary treatment for the southern and eastern edges of the site allocation. No development will be permitted beyond the site allocation.*
4. *The phasing of the development shall occur in accordance with the Infrastructure Delivery Plan, with particular relevance to education and capacity at Barrowby Primary school.*
5. *The masterplan and development proposals will provide suitable and appropriate residential amenity buffers to the eastern edge in respect of the electricity pylons and the A1 to the southern edge in respect of the high pressure gas line.*
6. *Potential landscape impacts should be mitigated through high quality design and landscaping.*
7. *The development should provide net gains in biodiversity on site and contribute to wider ecological networks where possible.*

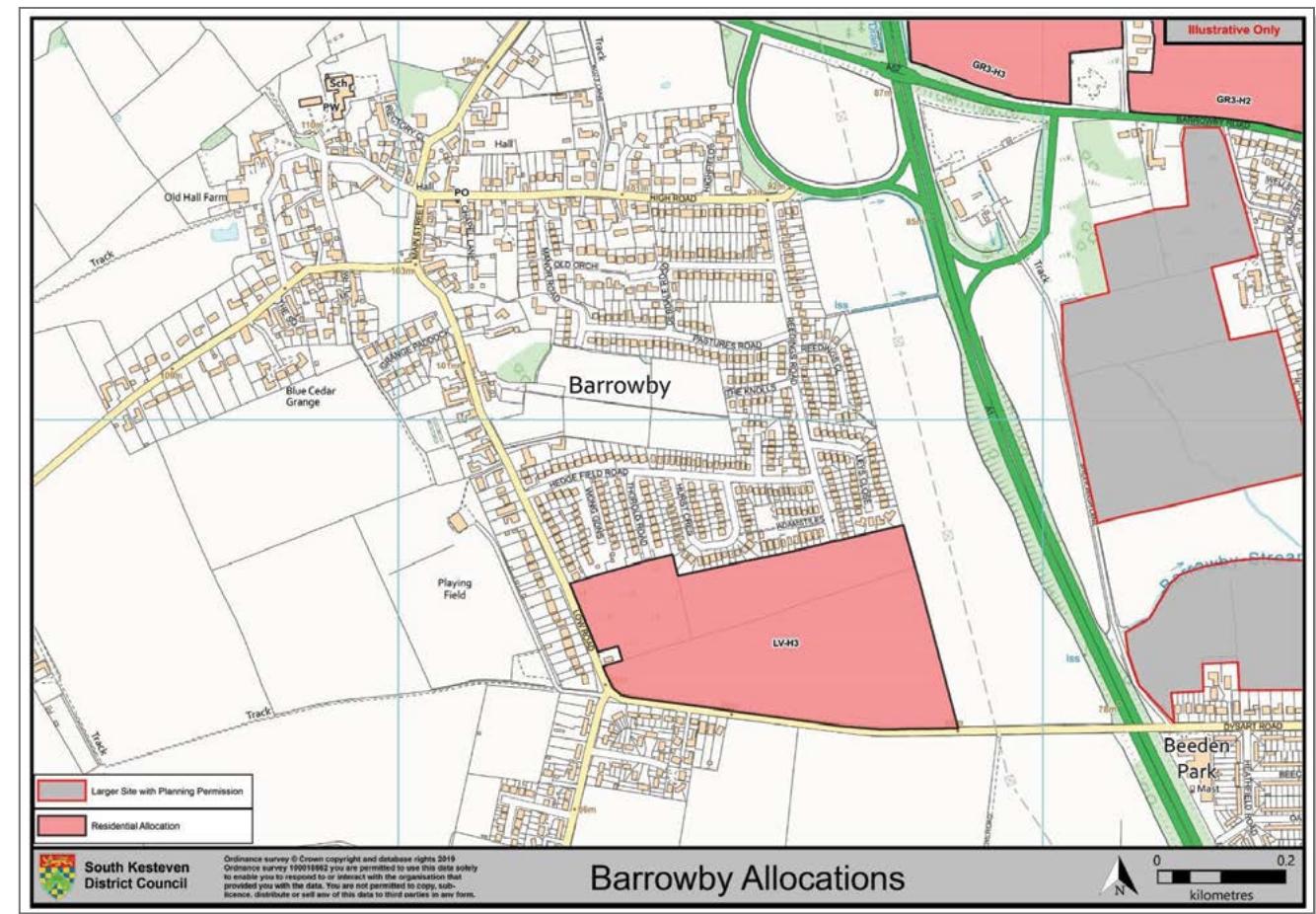
It is important to emphasise that whilst the site falls within three different land holdings, it is just one allocation within the Local Plan with associated development principles covering the whole allocation.

Part 2: Planning Context

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Figure 4: Barrowby Allocation

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National Planning Policy

The National Planning Policy Framework (NPPF) revised July 2021 and the supporting Planning Practice Guidance (PPG) set out design guidance for new development and these design principles have been embraced as part of the design strategy.

At the heart of the NPPF is a presumption in favour of sustainable development. Within Section 12 (Achieving well-designed places), paragraph 126 of the NPPF makes specific reference to good design as a key aspect of sustainable development.

“126. The creation of high quality, beautiful and sustainable buildings and places is fundamental to what the planning and development process should achieve. Good design is a key aspect of sustainable development, creates better places in which to live and work and helps make development acceptable to communities...”

The matters which are most relevant to design in respect of an application are contained in paragraph 130, which states that planning policies and decisions should ensure that developments:

- will function well and add to the overall quality of the area, not just for the short term but over the lifetime of the development;
- are visually attractive as a result of good architecture, layout and appropriate and effective landscaping;
- are sympathetic to local character and history, including the surrounding built environment and landscape setting, while not preventing or discouraging appropriate innovation or change (such as increased densities);
- establish or maintain a strong sense of place, using the arrangement of streets, spaces, building types and materials to create attractive, welcoming and distinctive places to live, work and visit;
- optimise the potential of the site to accommodate and sustain an appropriate amount and mix of development (including green and other public space) and support local facilities and transport networks; and
- create places that are safe, inclusive and accessible and which promote health and well-being, with a high standard of amenity for existing and future users; and where crime and disorder, and the fear of crime, do not undermine the quality of life or community cohesion and resilience.

National Design Guide

The National Design Guide January 2021, sets out the characteristics of well-designed places and demonstrates what good design means in practice. It notes (page 5) that:

“A well-designed place is unlikely to be achieved by focusing only on the appearance, materials and detailing of buildings. It comes about through making the right choices at all levels, including:

- *The layout (or masterplan)*
- *The form and scale of buildings*
- *Their appearance*
- *Landscape*
- *Materials; and*
- *their detailing”*

National Model Design Code

The National Model Design Code September 2021 provides detailed guidance on the production of design codes, guides and policies promoting successful design.

“It expands on the ten characteristics of good design set out in the National Design Guide, which reflects the government’s priorities and provides a common overarching framework for design.”

SKDC Local Plan 2011- 2036

The Local Plan was adopted in 2020 and sets out the vision and overall development strategy for the district for the period from 2011-2036. The following policies are considered of relevance:

- Policy EN1 - Landscape Character
- Policy EN2 - Protecting Biodiversity and Geodiversity
- Policy EN3 - Green Infrastructure
- Policy DE1- Promoting Good Quality Design
- Policy OS1 - Open Space
- Policy LV-H3 - Barrowby Residential Allocation

Local Guidance

The Design Guidelines for Rutland & South Kesteven was approved in 2021 and provides additional guidance to the Local Plan Policy DE1 and other relevant policies.



The Manual for Streets 2007 provides guidance on how to achieve well designed streets and spaces that serve the community in a range of ways.



Building for a Healthy Life

The scheme has been developed with consideration of the ‘Building for a Healthy Life’ approach, with the latest edition written in partnership with Homes England, NHS England and NHS Improvement.

These considerations “are presented to help those involved in new developments to think about the qualities of successful places and how these can be best applied to the individual characteristics of a site and its wider context.” Building for a Healthy Life is a useful tool for leading design discussions and using as part of a design process.

“Building for a Healthy Life is a Design Code to help people improve the design of new and growing neighbourhoods” BHL 2020.



Part 3: Site and Contextual Analysis

The Site - General Overview

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The village of Barrowby has strong connectivity to surrounding areas through its adjacent location to the A1 motorway and the A52, which makes large urban areas such as Peterborough, Nottingham and Newark accessible in 30 minutes. Grantham (which is circa 2 miles away from the site) is the primary town in South Kesteven with a population of over 45,000 people. It has a train station on the East Coast main line providing excellent access to London (1 hour 10 minutes) and also has a wide range of employers and a high level of services and facilities.

Barrowby is classified as a Larger Village in the Adopted South Kesteven Local Plan which means it has a key role to play in delivering new homes and growth in the District. The village has a number of services including a post office, coffee shop and deli, butchers, sports pavilion and public house. The village also has a primary school, church and memorial hall. The majority of these services are within walking and cycling distance of the proposed site allocation at Low Road, Barrowby. The village also has a frequent bus service which runs directly adjacent to the proposed site allocation and provides access to Grantham within 10 minutes.

The allocation is located to the south of the existing village. The allocation includes the fields running to the south of the established residential areas served off Reedings Road and Hedge Field Road and runs down to the boundary with Low Road.

Hedgerows are in place on all boundaries of the allocation, with the exception of the eastern boundary of the Allison Homes site and the northern boundary of the Persimmon Homes site. Internal boundaries between the three separate land parcels are also hedge lined.

Existing dwellings served off Reedings Road and Hedgefield Road and Low Road are post world war II and consist of a mix of single and two storey detached and semi detached dwellings with dwellings on Low Road in particular set within generous curtilages.

The A1 is located to the east of the site, and at its closest point is approximately 85 metres away and separated by an arable field. Electricity pylons/ overhead lines are also located just over 50 metres away from the eastern boundary of the allocation.

There are no public rights of way which run through the allocation, however there is an existing desire line which runs north to south through the site connecting Reedings Road with Low Road.

Part 3: Site and Contextual Analysis



Part 3: Site and Contextual Analysis

Landscape Character - Summary

(Landscape and Visual Goldby and Luck, 2018)

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- A Landscape and Visual Impact Assessment has been undertaken in respect of the allocation by Goldby and Luck. This assessment identifies that within the 2007 South Kesteven Landscape Character Assessment the allocation forms part of the Harlaxton Denton Bowl Landscape Character Area which is in part defined as having a varied topography, small to medium scale landscapes and a patchwork of land use including woodlands, arable and pasture.
- In terms of land use, the majority of the wider landscape is farmed comprising typically geometric shaped fields of a medium scale.
- There is a dominance of arable farmland with little pasture of note. In terms of vegetation cover, much of the landscape is defined by the typical pattern of native field boundary hedgerows and intermittent hedgerow trees that often comprise oak and ash.
- There is an increase in tree cover on the steeper landform associated with the scarp slopes that define this landscape. In particular, tree cover increases to the south around the village of Denton and the Belvoir Ridge to the south of Harlaxton.
- In terms of Barrowby this 2007 Landscape Character Assessment states: -

'Barrowby lies on the higher land west of Grantham and has a small core of vernacular properties. It also has a much larger area of 20th century housing, that is not locally distinctive.'

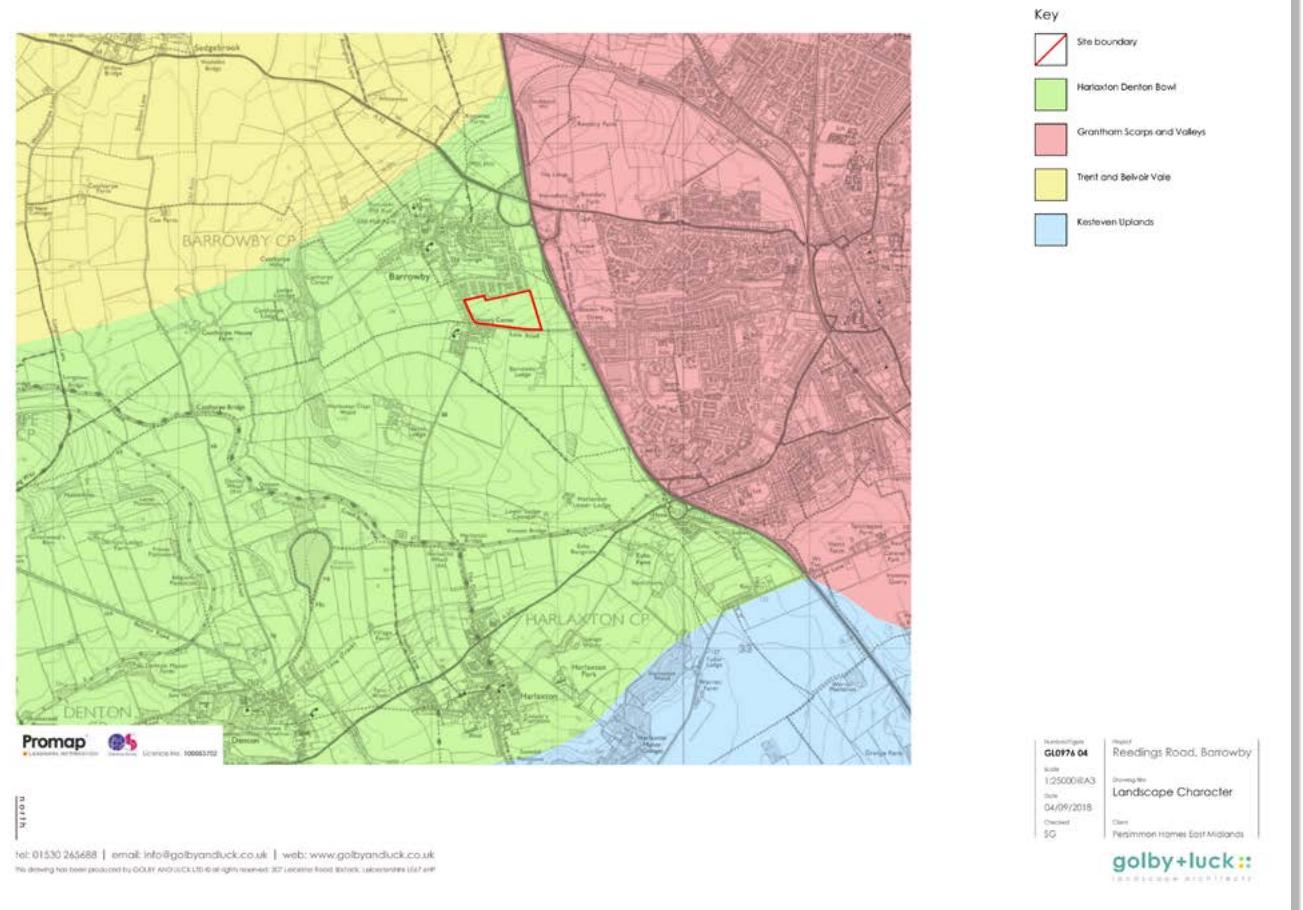


Figure 6: Landscape Character

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Part 3: Site and Contextual Analysis

Landscape - Summary

(Landscape and Visual Goldby and Luck, 2018)

- The landscape character of the allocation is heavily influenced by the modern settlement edge, the A1 corridor and overhead pylons.
- The allocation is not covered by any landscape designations that would suggest an increased value or sensitivity to change. The site is located at a distance from the sensitive landscape setting found further south between Low Road and Harlaxton Manor. In terms of the allocation site itself, the LVIA prepared by Goldby and Luck concludes the following:
- In terms of landscape quality and condition, the site comprises intensively managed arable farmland at the boundary of the modern settlement. The overall condition and quality of this farmland setting and its associated assets are considered to be moderate.
- In terms of scenic quality, the landscape associated with the site and southern edge of the settlement is relatively flat with few distinctive features beyond the boundary vegetation cover, settlement and power lines. The landscape of the site is considered to be of limited scenic quality.
- In terms of rarity, the features of the site are not considered to be rare, or irreplaceable.
- In terms of representativeness, beyond the setting of farmland the features of the site are not considered to be particularly representative of the landscapes associated with the Harlaxton Denton Bowl LCA.

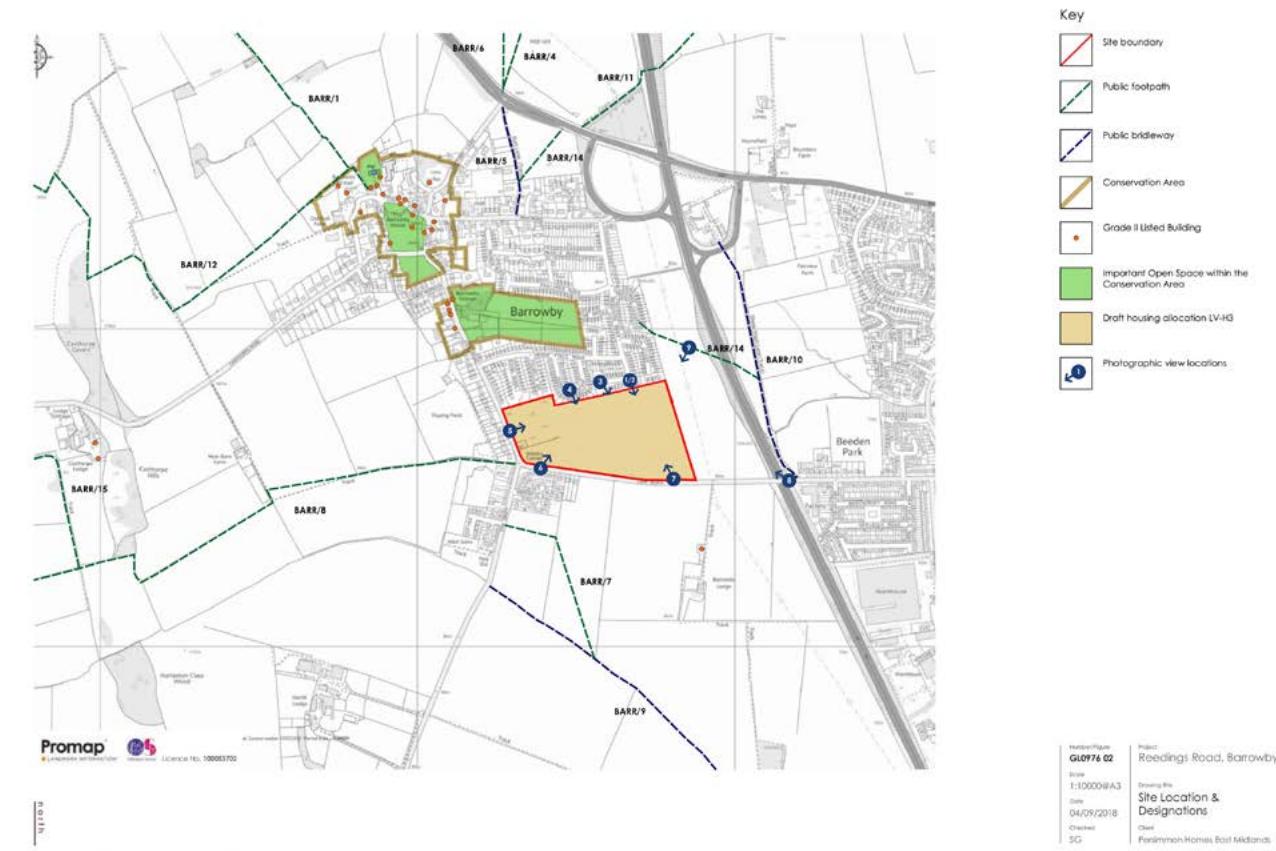


Figure 7: Designations

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Part 3: Site and Contextual Analysis

Visual - Summary

(Landscape and Visual Goldby and Luck, 2018)

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- As part of the LVA undertaken by Goldby and Luck representative views of the allocation were considered. The 9 viewpoints represent the visual impact of the site and formed the basis of this assessment. The assessment found immediate open views into the site will be obtainable from visual points 1, 2, 5, 6, 7 and 9, with filtered views from the other view points and footpaths BARR/7 and 10.
- From view points 1 and 2, following the line of Reedings Road there are glimpsed views of Harlaxton Manor that are obtainable and the LVA identifies these views need to be retained as part of the development of the allocation and these will need to be provided for within the Comprehensive Master Plan.
- The LVA found that any wider effects of development will be more limited and can be mitigated through the implementation of new planting measures that will be in keeping with the established landscape character.

Urban – Rural Interface

- The allocation site is located at the urban – rural interface with the eastern and western boundaries abutting the open countryside.
- This interface is recognised within allocation policy LV-H3 with the requirement for significant landscape buffers on the southern and eastern boundaries and these will be provided for as part of the comprehensive masterplan for the allocation.



Figure 8: Photoviewpoints

N.T.S

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LANDSCAPE ARCHITECTURE

Part 3: Site and Contextual Analysis

Topography- Summary

(Landscape and Visual Golby and Luck, 2018)

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- In terms of landform and water features, Barrowby is located at the top of the Belvoir Ridge with the majority of the settlement spread east across the vale slope that falls into the valley setting of Grantham and the River Witham.
- To the north-west of Barrowby the landform falls sharply across the ridge towards Sedgebrook below 50m AOD.
- To the north-east the ridgeline continues towards Great Gonnerby.
- To the south and south-east the landform falls westwards towards Grantham at approximately 60m AOD.
- To the south and south-west the Grantham Canal cuts through the localised valley setting passing Denton Reservoir at approximately 70m AOD, after which the landform rises towards the ridgeline at Harlaxton to the south and Woolsthorpe by Belvoir and the Belvoir Castle estate to the west.



Figure 9: Topography

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Part 3: Site and Contextual Analysis

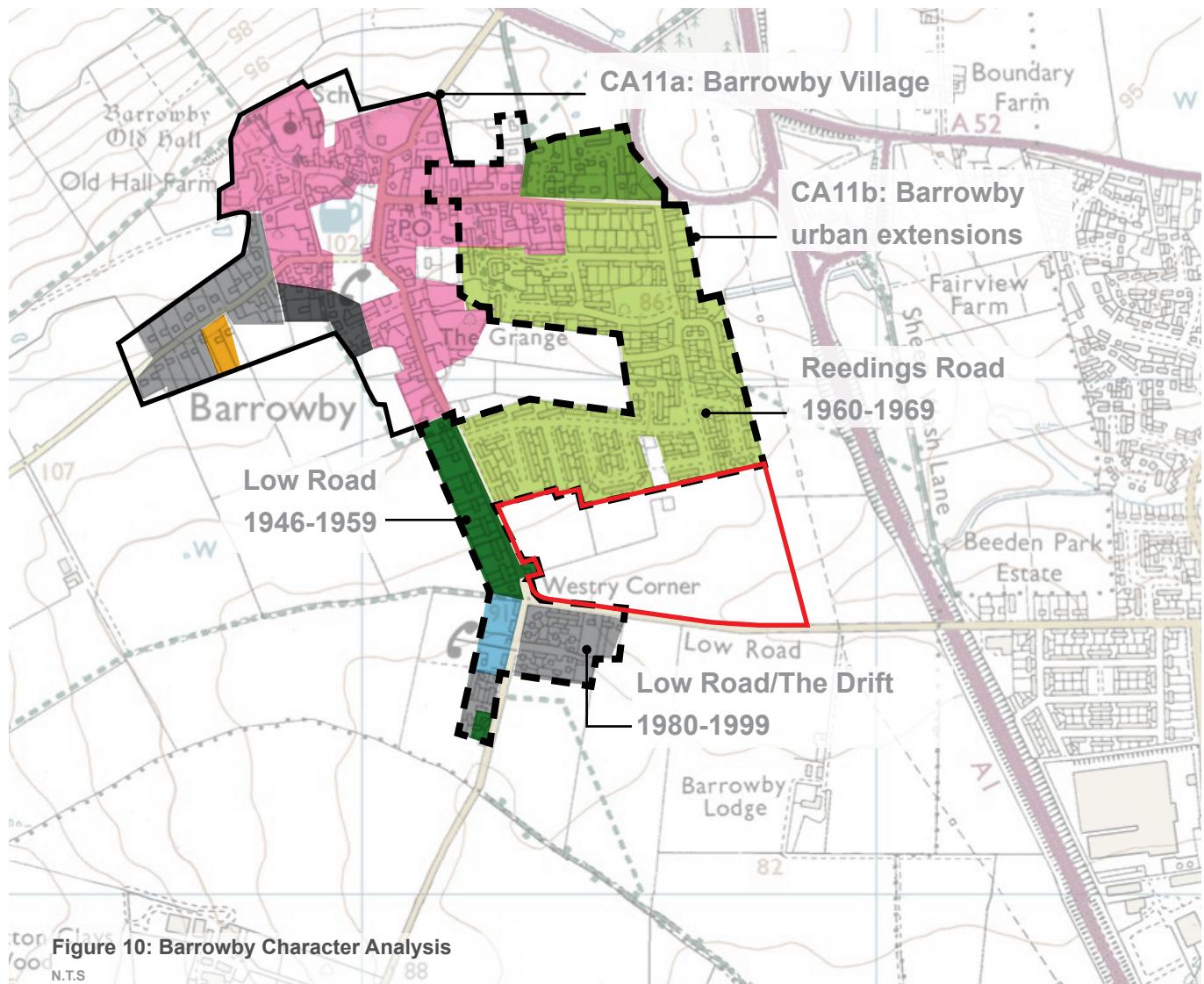
Surrounding Area Character Analysis

An assessment of the built character of Barrowby has been undertaken to look at the following elements:-

- Street character (boundary treatments, building lines and composition of street scenes, individual buildings and their elements)
- Building heights, massing and proportions of buildings
- Relationships between buildings
- Materials
- Architectural features
- Roofsaces
- Facade design, degree of symmetry, variety, the pattern and proportions of windows and doors and their details.

Surrounding Area Character Analysis (Grantham Townscape Assessment - Areas)

Rural Settlement	Barrowby Character Areas
1820-1870	— CA11a: Barrowby village
1931-1945	- - CA11b: Barrowby urban extensions
1946-1959	
1960-1969	
1970-1979	
1980-1999	
2000-Present	



CA11a: Barrowby village core

Grantham Townscape Character Assessment (2017)

Key characteristics

Form/origins:

- Irregular nucleated village set around an informal green with later infill

Heritage assets:

- A high degree of heritage assets reflected in a relatively high number of statutory listed buildings (including boundary walls) and wide and varied scale and period of buildings. Most of the area is within the Barrowby Conservation Area

Topography:

- The settlement sits on level ground on the top of a ridge

Plots:

- Mostly informal, irregular plots historically laid out around a large greenspace and along key routes into the village

Building lines:

- Some variation with some houses set to the roadside and larger, higher status houses set back often in large gardens with boundary walls

Materials:

- An attractive mix of coursed rubblestone and brick houses. Stone is often used for boundary walls and outbuildings. Roofs are mostly clay tile or pantile with some use of natural slate.

Scale:

- Mostly traditional two storey scale with larger houses at two and a half storey, and occasionally three

Uses:

- Predominantly residential throughout with local amenities such as church and village shop and post office

Trees and greenspaces:

- Some fine examples of mature trees to open greenspaces and private gardens, often partially obscuring and/or framing houses and other important landmarks such as the church

Public realm:

- Narrow pavements to the historic core, no street trees but trees to greenspaces and well-defined traditional boundary treatments (mostly stone) throughout.

Access and connectivity:

- Good access to major road networks and a good network of public footpaths to the open countryside.

Architectural qualities within the Barrowby village core are further discussed within the Townscape Character Assessment which include:

- Two storey dwellings; steep roof pitches; stone mullioned windows; simple plan.



Low Road



Church Street



The Posts



Casthorpe Road - Open Space



Casthorpe Road



Low Road

(note. source information; google imagery)

CA11b: Barrowby urban extensions Grantham Townscape Character Assessment (2017)

Key characteristics

Form/origins:

- Post-war expansion of Barrowby village

Heritage assets:

- A number of buildings of local architectural and historic interest are found in small groups generally surrounded by or abutting post-war development

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Topography:

- The land falls steadily to the east and south

Plots:

- Regular plots laid out to an informal grid of estate roads, principal routes and cul-de-sacs

Building lines:

- Development set to consistent building lines following the road contour, with houses set back in often spacious gardens

Materials:

- A mix of red, buff and multi-stock bricks, some decorative tile hanging to upper storeys and some use of reconstituted stone for detailing. Concrete interlocking tile roofs

Scale:

- Single and two storey houses, mostly with low pitched roofs

Uses:

- Residential- single family dwelling houses

Trees and greenspaces:

- Trees are predominantly ornamental, larger broadleaf trees form the backdrop to some development, some public amenity greenspace but mostly confined to private gardens

Public realm:

- Generally open boundaries to post-war development give a sense of spatial quality despite narrow roadways

Access and connectivity:

- Good access and connectivity given the informal grid of roads and network of footpaths (which also give wider access to the open countryside)

The Townscape Character Assessment further sets out that the following architectural detailing is typical within Character Area CA11B:

- Mix of boundary treatments but often left open to the front
- Mix of single and two storey dwellings
- Low roof pitches with concrete interlocking tiles; and
- Plain and decorative tiling to upper storeys in panels



Reedings Road



Low Road



Hedgefield



Hurst Crescent



Low Road



The Knolls

(note. source information; google imagery)

Part 3: Site and Contextual Analysis

1960-1969 (Reedings Road, north)

This area is located to the south east of Barrowby and includes Hedgefield Road, Reedings Road and the cul-de-sacs accessed off these two roads.

Use and Scale

- Primarily detached dwellings.
- Primarily 2 storey dwellings with some bungalows.

Layout and Space

- Dwellings have uniform set backs from the pavement.
- Many of the roads within this character area benefit from a grass verge on one side of the road with tree planting.
- All dwellings have in curtilage parking, either frontage parking, tandem side parking, garages and car ports.
- The majority of dwellings having open frontages.
- Hedgerows are the most common boundary treatment with some low fences and the occasional low brick wall.

Architectural Style

- Bricks are a mix of red, buff and pick with brown tile roofs.
- On Reedings Road there is some use of timber cladding with stone cladding features in place on Leys Close.
- Chimneys are less common for dwellings within the southern half of the area and their use increases moving northwards.
- Windows are in the main white upvc and white.
- Bargeboards.
- Gable fronted dwellings are prevalent.
- Pitched, shallow roofs.

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1946-1959 (Low Road, west)

This area is focused on Low Road which is the main approach when entering the village from the direction of Dysart Road in Grantham and Harlaxton. The northern part of Low Road forms part of the Conservation Area associated with the extensive grounds of The Grange whilst the southern part of Low Road is characterised by modern development.

Use and Scale

- Modern detached dwellings, with wide span modern dwellings being common place.
- Mix of two storey and one and a half storey dwellings.

Layout and Space

- Consistent set back building lines, with front gardens
- Wide carriageway with pavement on eastern side and tree lined grass verge on the western side.
- Frontage parking and garages are common place.
- Boundary treatment in the main is hedgerows with many dwellings having an open frontage. There is the occasional low boundary wall with the majority of dwellings having open frontages.

Architectural Style

- Bricks are a mix of red and buff brick with brown and red roof tiles.
- Some use of timber cladding.
- Chimneys are not common place.
- Windows are in the main white upvc and white bargeboards.
- Some dormer windows.

1980-1999 (Low Road/ The Drift)

This area is focused on the entrance to the village from Harlaxton and Harlaxton Road in Grantham.

Use and Scale

- Mix of 2 storey dwellings and single storey post war and some more modern dwellings with single storey dwellings more common on the Drift.
- Dwellings are primarily semi detached and terraced with a small number of detached dwellings on Low Road.

Layout and Space

- Dwellings benefit from uniform set backs from the pavement.
- Drift Road and Low Road benefit from footways and grass verges on either side of the road.
- Frontage and side parking is prevalent.
- Boundary treatment is primarily hedging, with some low walls and fences and some dwellings having open frontages.

Architectural Style

- Bricks are a mix of red and buff and pick with brown tile roof.
- Some use of render and cladding.
- Chimneys are a common feature, although not universal.
- Windows are in the main white upvc.
- Frontage hipped and pitched roofs are common place.
- Architectural detailing present in the locality includes bay windows and brick detailing, but this is not universal.

Green Infrastructure

Where there are existing trees along either side of the street within Barrowby they are focussed around Rectory Lane and Casthorpe Road in the centre of the village, while this feature is informal and intermittent with trees located within open space, hedgerows and gardens. The narrow pavements within the centre of Barrowby do not allow enough space for street trees. Low Road has trees along either side of its route, while the planting is informal with tree planting staggered and located in verges, hedgerows and front gardens.

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Predominantly single tree lined streets consist of a mix of trees within roadside verges and front gardens with the occasional double tree lined street along a route.

The Barrowby Conservation Area Appraisal and Management Plan states as follows;

“Trees are a significant feature of the conservation area that lie mainly within private gardens and the village green. They often partially obscure the buildings and frame views within the conservation area, particularly those within the grounds of Barrowby House which frame views along Church Street, Main Street, The Posts and Casthorpe Road.”

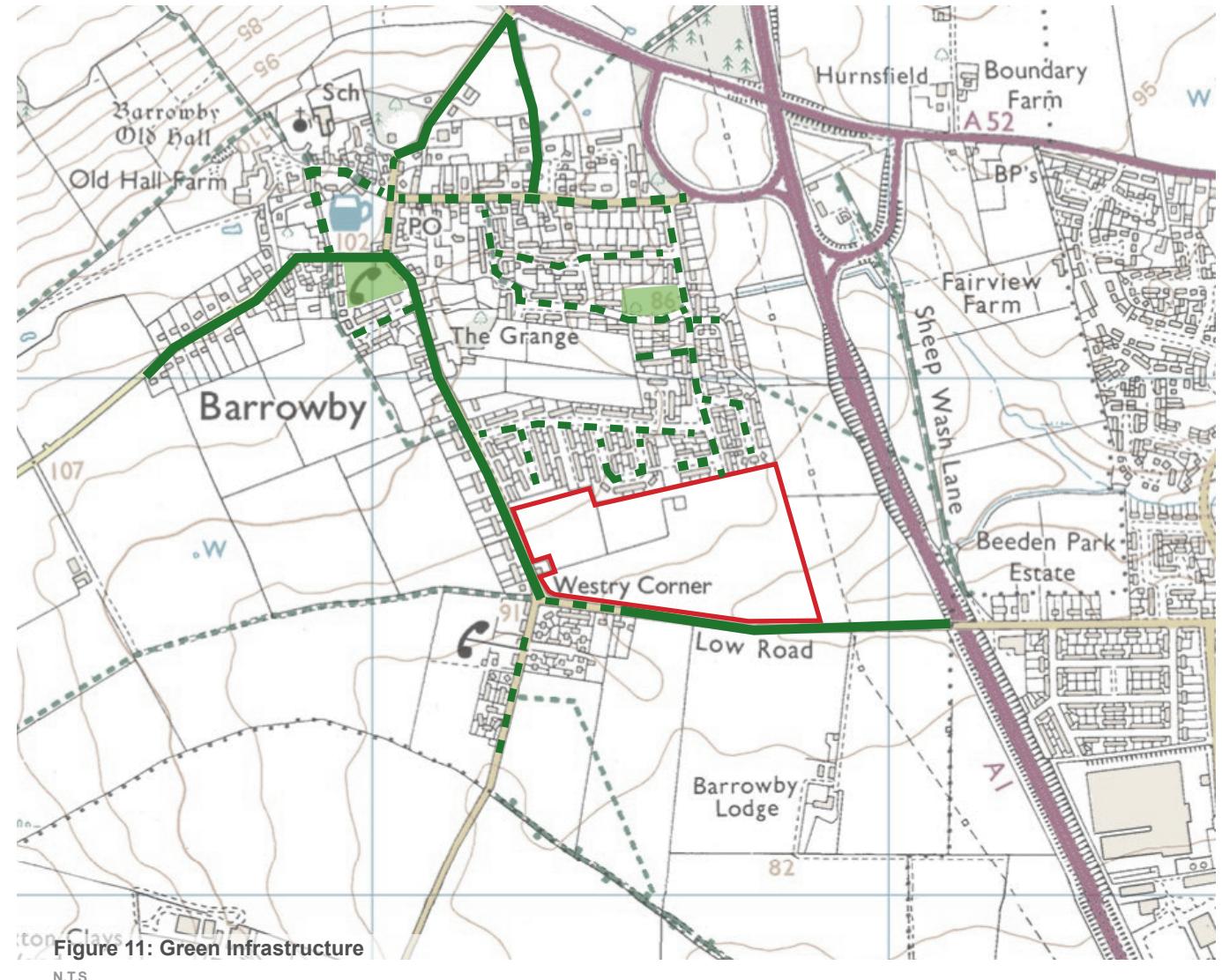
The CA11a: Barrowby village core Character Area within the Grantham Townscape Character Assessment (2017) is located to the north of the site (Figure 10). Under Trees and greenspaces and public realm the description states;

“Some fine examples of mature trees to open greenspaces and private gardens, often partially obscuring and/or framing houses and other important landmarks such as the church... Narrow pavements to the historic core, no street trees but trees to greenspaces and well-defined traditional boundary treatments (mostly stone) throughout.”

The Site is also located adjacent to the CA11b: Barrowby urban extensions Townscape Character Area. Under Trees and greenspaces and public realm the description states;

“Trees are predominantly ornamental, larger broadleaf trees form the backdrop to some development, some public amenity greenspace but mostly confined to private gardens... Generally open boundaries to post-war development give a sense of spatial quality despite narrow roadways.”

- Site Boundary
- Tree Lined Street
(Informal double sided tree lined streets with trees within verges, hedgerows and front gardens)
- Tree Lined Street (Single sided / Individual trees within roadside verges and front gardens)
- Open Space



Part 3: Site and Contextual Analysis

Access to Local Facilities

- The allocation site is located well to services and facilities within the village as can be seen on the visual overleaf.
- Local facilities are largely based in the historic centre of the village.
- From the allocation the quickest route to this core of local facilities is along Low Road.
- Secondary schools and larger convenience stores can be found in Grantham on Dysart Road. The quickest route to Dysart Road is from Low Road which benefits from a single sided footpath for its entire extent.

120 Gathering Places, Activity Centres, Community Facilities and Local Centres

- The local centre and community facilities are largely located within the historic core of Barrowby.
- More locally to the site there is an existing equipped play area located off Adamstiles, which can be accessed from Adamstiles, Hurst Crescent and Hedgefield Road.
- This area can be easily accessed off Reedings Road or Thorold Road and as part of the development of the allocation further play areas will be provided.

General Atmosphere / Social Characteristics / Aspirations & Concerns of Local Community

- In the 2011 Census Barrowby had 840 dwellings with a population of 1952 residents. The average age of residents is 46, with the population of the village being higher than the national average, with 16% of the population being retired.
- There is a good community spirit in Barrowby, with regular community events including the Scarerow festival as well as the co-ordination of community activities during lockdown including 'Painted Pebbles'.
- From recent consultation events undertaken within the village, residents raised concerns over 'rat running' through the village, fear of increased crime and security concerns and were keen for local development to be in keeping with the existing character of the village.

Economic Factors

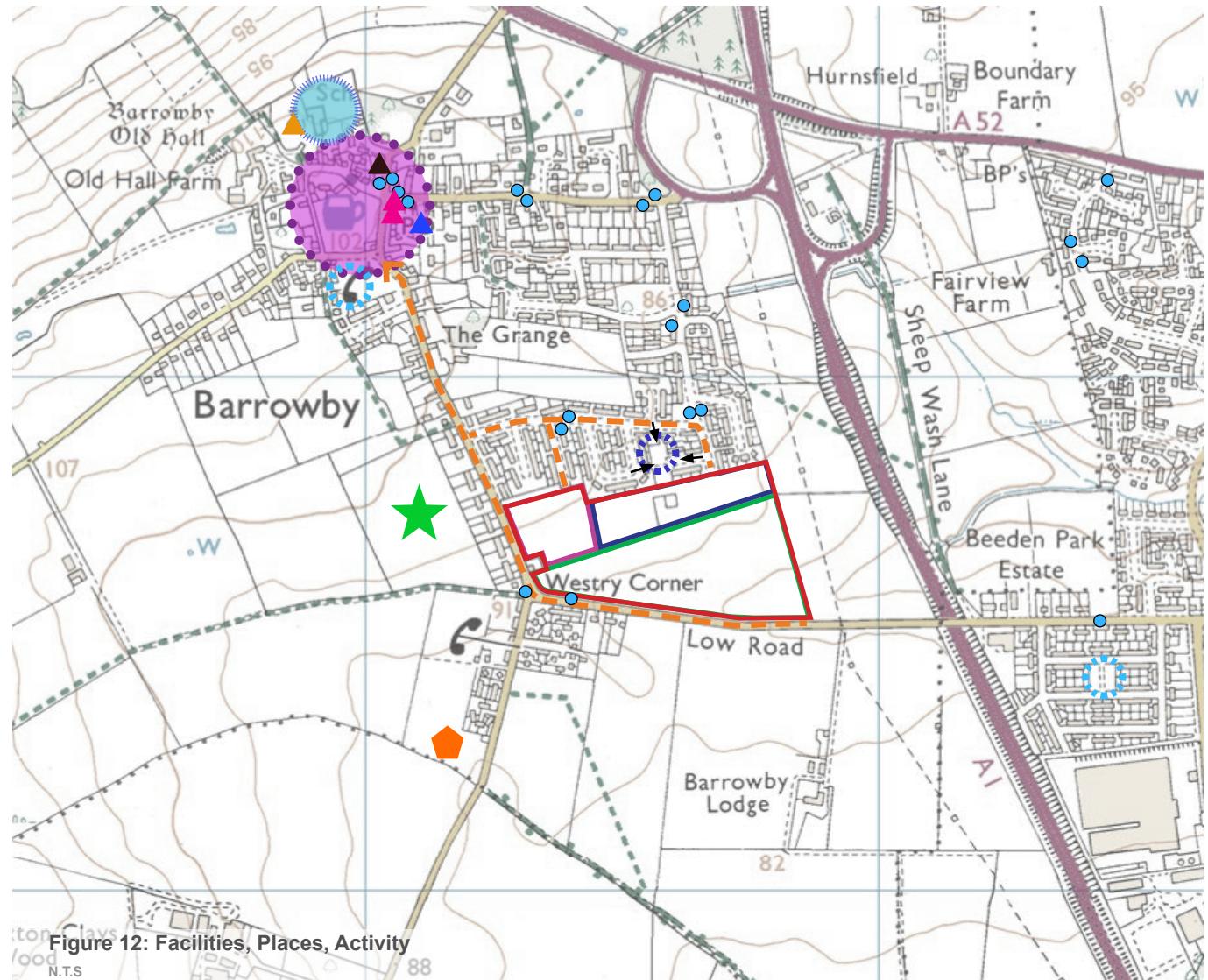
- Levels of unemployment in Barrowby are lower than average with 44% of the adult population being in part time or full time employment.
- Most residents who work do so outside the village. Barrowby benefits from higher than average levels of home ownership.

Part 3: Site and Contextual Analysis

Figure : Facilities, Places, Activity and Character

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- Site Boundary
- Key Routes to Facilities
- Local Centre
- Adamstiles Play Area
- Other Play Areas
- ★ Sports Fields
- Bus Stops
- Allotments
- Schools
- ▲ Public House / Coffee Shops
- ▲ Church
- ▲ Post Office
- ▲ Meeting Rooms



Footpaths – Rights of Way

- There is a structure network of public rights of way in the vicinity of the site that provides access from the settlement into the wider setting of farmland.
- This includes footpath BARR/14 to the north-east of the site that crosses the A1 to connect with bridleway BARR/10 (Sheep Wash Lane).
- BARR/7 to the south connecting between The Drift and the bridleway BARR/9 further to the south.
- Footpath BARR/8 to the south-west that extends west from the junction of Low Road and The Drift into the wider setting of farmland.
- The site is crossed by what appears to be a walked route connecting Reedings Road with Low Road to the south. This route does not have any statutory status however will be respected within the masterplan for the allocation

Cycle Ways

- There are no defined cycleways in Barrowby, however the roads within Barrowby are safe for cycle use.
- LTN 1/20 Cycle Infrastructure Design recognises quieter streets and lanes can be suitable for mixed traffic stating 'on existing streets where the principal function is access to local properties and on rural lanes where traffic flows are light, there is less need for separate cycle facilities.'

Access and Views of on Approach links to and from the site from public transport

- There are opportunities for vehicular and pedestrian/ cycle access points into the allocation from Reedings Road to the north, Low Road to the west and Low Road to the South.
- Platform Housing Group already have planning permission for their 49 dwellings with vehicular access from Low Road to the west for which there is also a requirement for a vehicular/ pedestrian point into land within the control of Persimmon Homes.
- Also as part of the outline planning permission for Platform Housing Group there is a requirement for a pedestrian access point to Thorrold Road.
- For the part of the allocation in the control of Persimmon Homes there is potential vehicular access from Reedings Road in addition to the connection point from the land in the control of Platform Housing Group.
- Land within the control of Allison Homes has the potential for vehicular access from Low Road to the south.
- Following public consultation exercise it was clear that local residents did not want the southern part of the allocation in the control of Allison Homes to be accessed from vehicular access points associated with the Platform Housing Group or Persimmon Homes land.
- In terms of the approach to these identified approaches, the views of the approaches to these different access points are illustrated overleaf.

Part 3: Site and Contextual Analysis

Links to and from the Site from Public Transport

- Barrowby is served by the Route 6 and X6 bus service which operates a regular service between Bottesford and Grantham.
- All parts of the allocation are well served by this bus route and bus stops as illustrated in the figure opposite, with pedestrian routes to the bus stops identified in Figure 26.

Part 3: Site and Contextual Analysis

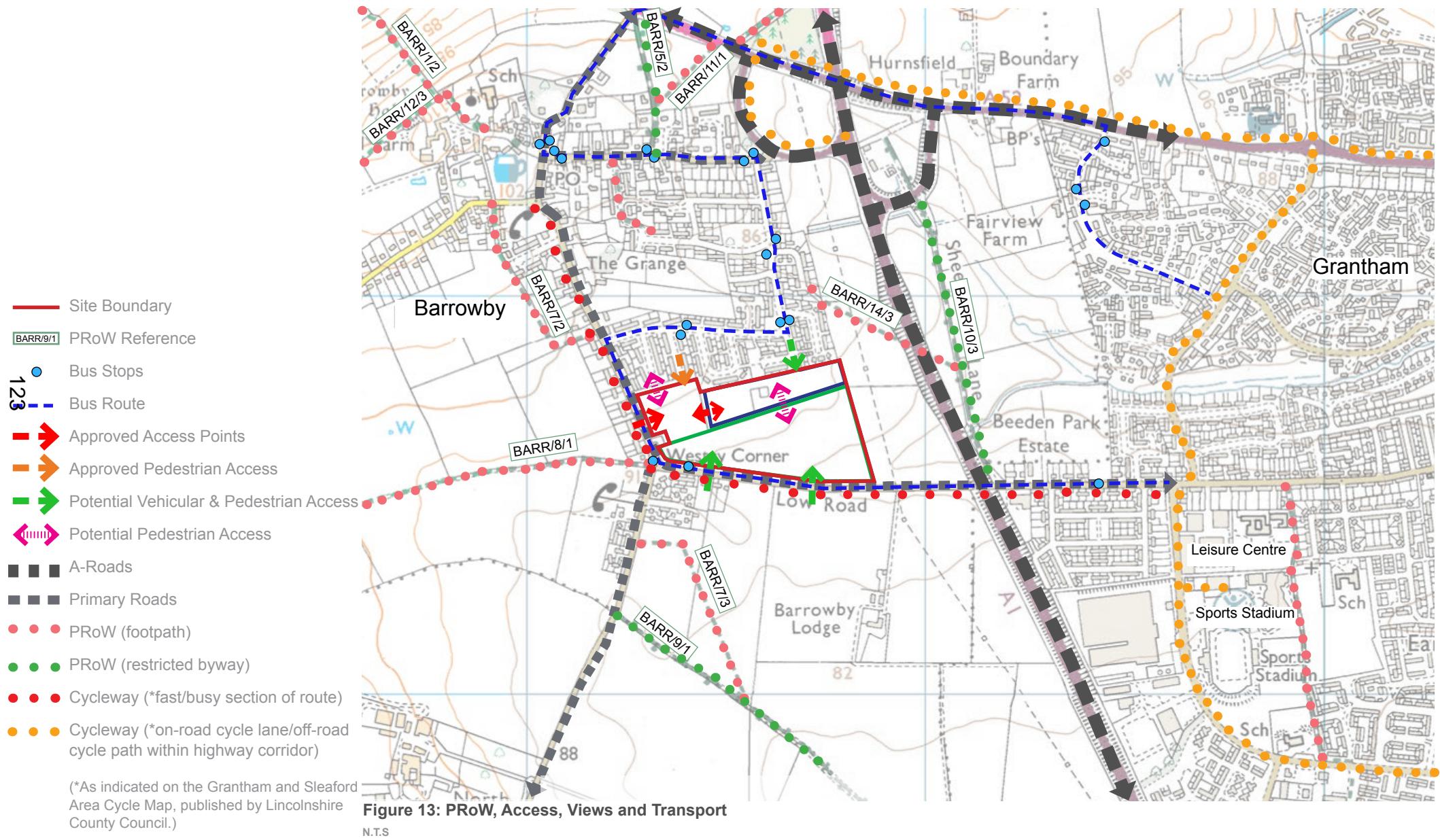


Figure 13: PRoW, Access, Views and Transport

History and Heritage Assets

- Barrowby is a medium sized settlement with a nucleated pattern centralised on its historic core at the junction of Mains Street and High Street.
- There are 28 designated assets within the village of Barrowby and two conservation areas.
- The northern conservation area includes most notably the grounds of Old Hall Farm, Barrowby Old Hall, All Saints Church, The Rectory, Holly House, Welby Terrace and the grounds and retained pastures at Barrowby House.
- The southern area extends east from Low Road to include the wider retained pastures at Barrowby House. The southern area extends east from Low Road to include the wider retained pastures associated with Barrowby Grange which are located between the modern developments at Pastures Road to the north and Hedge Field Road to the South. This area also includes a number of properties and their associated ground to the east of Low Road.
- The Conservation Area identifies the pastures and grounds within it as areas of Important Open Space. In addition a number of positive unlisted buildings are also identified.
- The most notable building within Barrowby is the Grade I Listed All Saints Church comprising a 13th and 14th Century church with tower and spire of limestone ashlar with slate roof. This building is identified as a landmark. Other listed buildings within the settlement area are all Grade II and located within the designated Conservation Area.
- At its closest point the allocation is located approximately 165 metres from the southern most conservation area focused around Low Road and 470 metres from the 2nd conservation area focused around the historic core of Barrowby.
- In terms of proximity to listed buildings, the closest listed buildings to the allocation are on Low Road and located approximately 290 metres away.

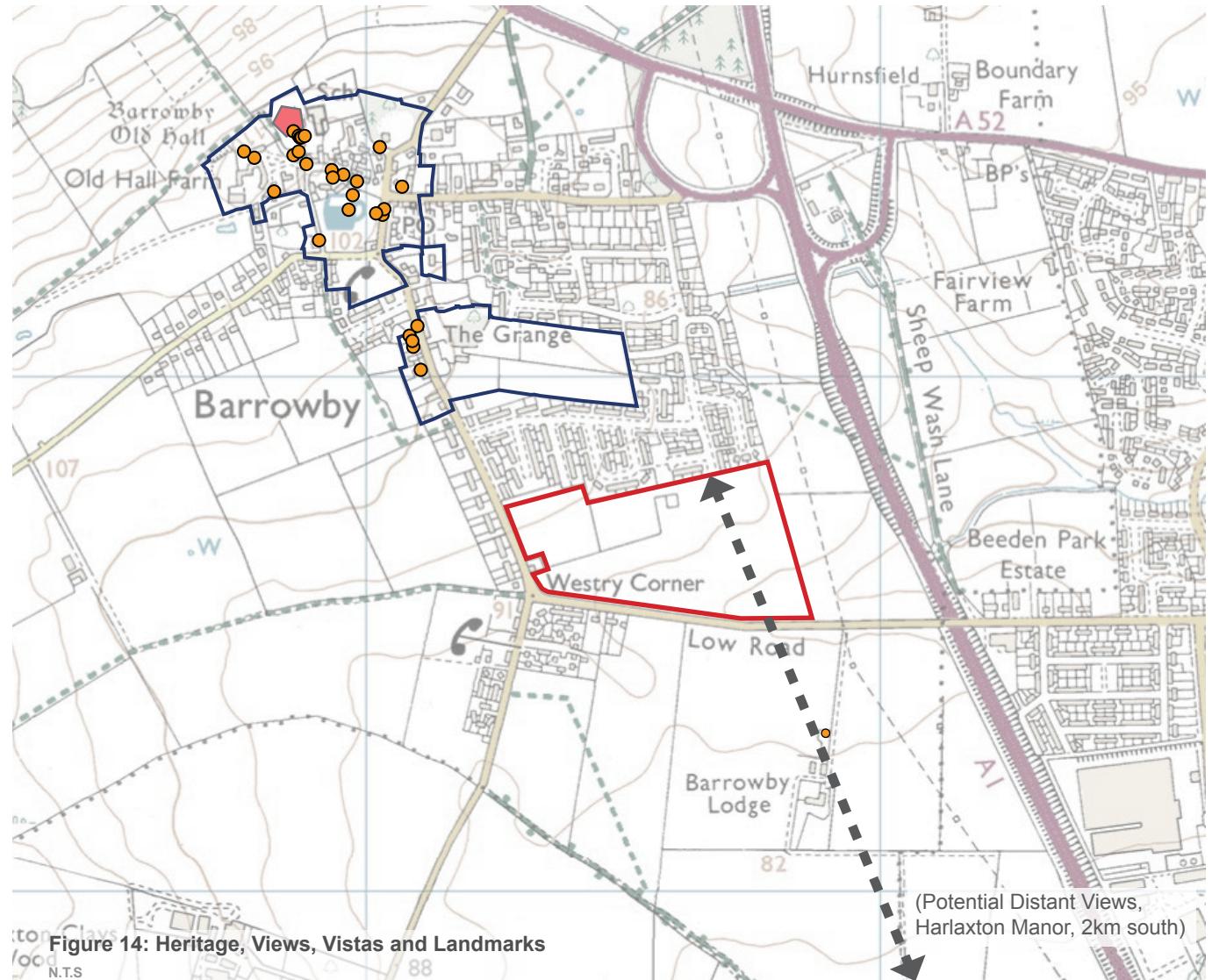
- The allocation site can neither be seen from the 2 conservation areas or listed buildings and conversely the conservation areas and listed buildings are not visible from the allocation site.
- The Conservation Area plan also identifies that the site does not form part of an open space or view important to the setting of the Conservation Area or any of its associated Listed and Unlisted Buildings.

Views, Vistas and Landmarks

- The most significant building within Barrowby is the Grade I listed All Saints Church which particularly prominent within the historic core of the village, however it is not visible from the allocation site.
- Harlaxton Manor is a Grade I Listed Building (Ref: 1298440) comprising a country house of Elizabethan Revival style of Ancaster stone and brick which located over 2 km to the south of the allocation site.
- Harlaxton Manor is set within a designated Grade II* park and garden surrounded by a backdrop of woodland that contrasts with the light-coloured stone of the manor making it a prominent feature in the landscape.
- There are views from Reedings Road across the site towards Harlaxton Manor which will need to be retained and enhanced as part of the development.

Part 3: Site and Contextual Analysis

Part 3: Site and Contextual Analysis



Ecology

- There are no statutory designations at an international level or national level.
- Land within the control of Platform Housing Group and Persimmon Homes has been subject to extensive ecological survey work which concludes that the allocation is in arable use with hedgerows defining the field boundaries and the site is considered to be of limited ecological value.
- The survey work has found that there are no protected species that will pose a constraint to the residential development of this allocation.

Green Space, trees, hedgerows

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- Arboricultural assessments have been undertaken for the site (Appendix A).
- The allocation comprises three fields which are currently in use as arable farmland.
- Existing planting within the allocation is focused on the field boundaries and in the main comprises Hawthorn, English Oak, Ash, Elder and Wild Cherry.
- The assessment prepared for land within the Persimmon Homes parcel concludes that there is little arboricultural interest and recommends that the existing hedge/ trees on the southern and eastern boundary be retained as far as possible as part of the development.

- The root protection areas for existing hedgerows to be retained will need to be respected within the comprehensive masterplan.
- For land within the control of Platform Housing Group, an Arboricultural Impact Assessment will have informed the layout and design principles approved and this provides for the retention of the existing tree and hedgerow planting on the southern and eastern boundaries of this allocation.
- In terms of land within the control of Allison Homes, hedgerow and tree planting is limited to the northern, western and southern boundaries of the parcel as illustrated in Figure 14. The comprehensive masterplan will need to provide for buffers adjacent to these areas to ensure future protection.

Ground Conditions

- The allocation site is currently and has historically been used as farmland.
- The allocation site falls from north to south.
- Infiltration techniques will be utilised on site wherever possible.
- Site investigation (trial pits) has been undertaken on land in the control of Persimmon Homes, which have given a soakaway rate of 6.19×10^{-6} for the pond design and 1.92×10^{-5} as a worst case scenario soakage rate for the remainder of the site. Soil conditions encountered on the Persimmon Homes site typically comprise overlying orangish brown gravelly clayey sand or orangish brown gravelly sandy clay. No evidence of groundwater was found within the land in the control of Persimmon Homes.

Part 3: Site and Contextual Analysis

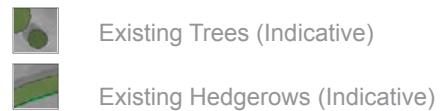
Site Levels

- Platform Housing Group site has now been built out, and site levels generally fall north to south. Finished floor levels have been drawn up for land within the control of Persimmon Homes and form part of a current full planning application.
- Site levels for the Persimmon Homes site will follow those built out by Platform Housing with a continuation of the north/south fall in levels.
- Site levels and finished floor levels for land in the control of Allison Homes are not yet known and will form part of a future planning submission where due regard will be given to the levels of adjacent sites.

Part 3: Site and Contextual Analysis



Figure 15: Indicative Trees and Ecology (combined from surveys)



Levels

- The allocation site has a gradual land fall from the north west to the south east. Development would not require the construction of any significant retaining features or different levels. Topography does not represent a constraint to the development of the site.

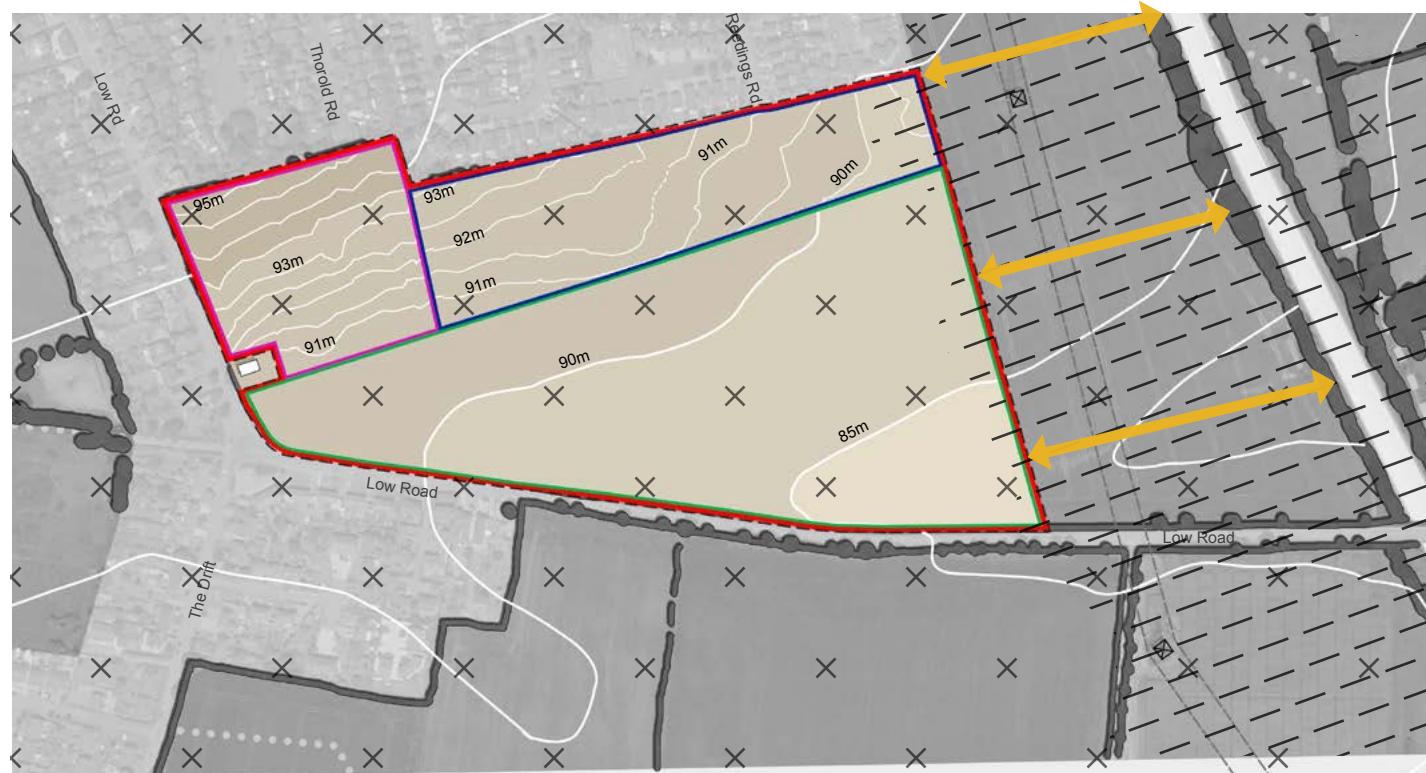
Environmental Risks – Noise

- The main environmental risk to the allocation is noise and pollution from the A1 which is located approximately 170 meters from the allocation site at its closest point.
- This constraint is identified within the allocation policy LV-H3 where the need for a landscape buffer to the eastern side of the allocation is required to reduce noise.
- A noise assessment has been undertaken for that part of the allocation within the control of Persimmon Homes which demonstrates that providing for a similar separation distance between dwellings and the A1 as currently in place with existing dwellings to the north will provide for an acceptable level of amenity for future residents.

Drainage

- The allocation site is located within Flood Zone 1. There are no water courses within the application site. Watercourses within the locality of the allocation being small streams which are not a source of flooding as can be seen at the extract from the Environment Agency map (Appendix).
- A Flood Risk Assessment has been undertaken for the parcel within the control of Persimmon Homes which has found that drainage will not be a constraint to the development and that development can be accommodated with no further risk of flooding to the site or adjacent land and confirms that SuDS is an appropriate drainage solution.
- Ground condition results from land within the control of Persimmon Homes indicate the following SuDS techniques are suitable for the Persimmon Homes site:

Part 3: Site and Contextual Analysis



- Infiltration basin (roads within the Persimmon Homes site are intended to be drained via a gravity system into the basin).
- The use of swales for elements of the main road, parking bays and drives.
- Use of porous paving to driveways where swales are not in use.
- Integrated trees and planting with SuDS could be an option and will be explored in future reserved matters applications.

Figure 16: Levels, Drainage and Noise

- Flood Zone 1 (Indicative)
- Indicative Noise from A1 (Indicative)
- Noise (Indicative) (offset to A1 and pylons)
- Contours (Indicative)

Part 3: Site and Contextual Analysis

Statutory Undertakers Services and Existing Infrastructure

- Existing drainage, water and gas infrastructure is in place to the north, west and south of the allocation which the site can readily connect into.

Statutory Undertakers Services and Existing Infrastructure

- The site is well served by the existing electricity infrastructure as can be seen from the plan opposite.
- The only constraint to the development is the overhead pylons which are located to the east of the site, between the application site and the A1.
- These pylons will remain in situ and the Comprehensive Masterplan will need to provide for the required easement to these pylons.
- The 11kv overhead cables will be diverted as part of the development.

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Figure 17: Utilities

- Electric Overhead Cables (Indicative)
- Water (Indicative)
- Gas (Indicative)

Part 3: Site and Contextual Analysis

Levels

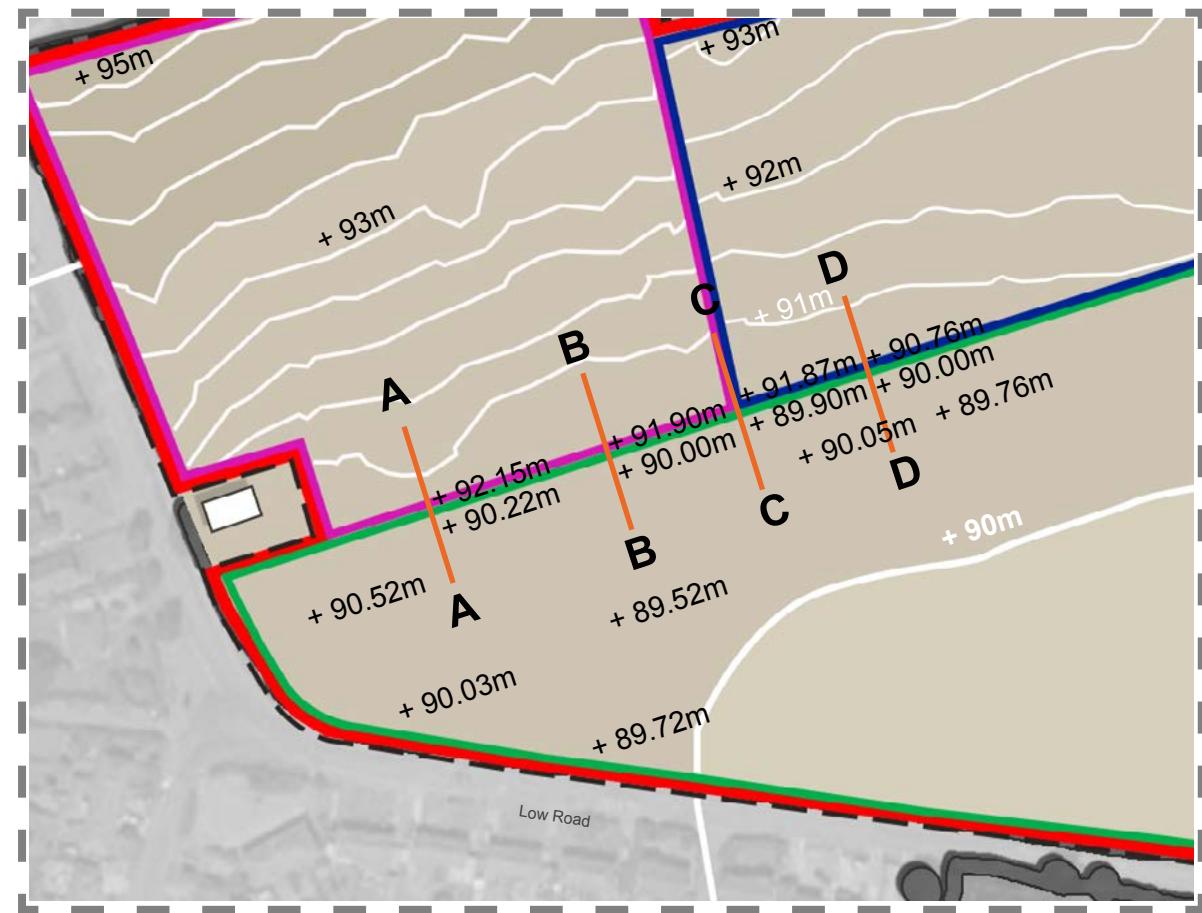
- Changes in levels will be dealt with as part of the planning submission, with all areas to be accessible and DDA compliant.

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Figure 18: Viewpoint Locations of Cross Sections along boundary of Platform Housing Group and Allison Homes Site (Allison Homes Northern Perimeter Details)

Part 3: Site and Contextual Analysis



-  Indicative Contours
-  Spot Heights
(Allison Homes Northern Perimeter Details)
-  Cross Section Locations
(Allison Homes Northern Perimeter Details)

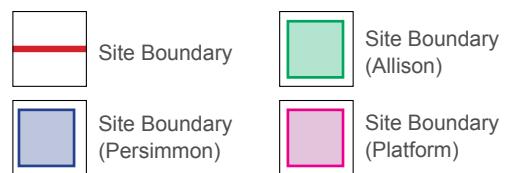
Part 3: Site and Contextual Analysis

Ownership Plan

- The allocation is in the control of three different parties; Platform Housing Group, Persimmon Homes and Allison Homes as illustrated on the plan opposite.



Figure 20 : Land Ownership



Part 3: Site and Contextual Analysis

Planning Status

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- The Platform Housing Group parcel already benefits from outline consent for 49 dwellings (outline planning permission S18/0093) and a subsequent reserved matters consent (S19/2140) for their parcel excluding a square fronting Low Road which will be subject to a further planning submission.
- In terms of conditions that relate to wider allocation area, condition 5 of the outline consent required that pedestrian, bicycle and vehicle connectivity must be provided to the that part of the allocation to the east.
- Condition 6 of the outline consent also required that pedestrian and cycle connectivity must be provided to Thorold Road to the north.
- Adjacent to the Platform Housing parcel, Land East of Low Road full planning permission has been granted for a Co-Op food store (use class E1a) and associated car parking.
- These requirements, alongside the approved reserved matters layout for this parcel will be used to inform the Comprehensive Masterplan.



Figure 21: Planning Status

- Approved Access (Low Road)
- Vehicular/Pedestrian and Cycle Access (to wider allocation)
- Pedestrian Access (to wider allocation)
- Pedestrian and Cycle Access (to Thorold Road)

Part 3: Site and Contextual Analysis

Edges, Nodes of Activity, Gateways, Eyesores

Edges:

- Hedgerows in the main currently form the outer boundaries of the allocation site.
- The area surrounding the residential allocation is primarily residential.
- The allocation site is located on the edge of Barrowby and will abut open countryside to the south and east.

Nodes:

- Scout house, Football Club, Equipped play.
- Local centre, School, Church (Wider area).
- Scout Hall which is located on Low Road immediately to the south of the parcel.
- There is an equipped play area to the north of the allocation which can be accessed from Adamstiles, Hedgefield Road and Hurst Crescent.
- Barrowby football club is located to the west of the allocation site off The Drift.

Gateway Feature

- A gateway feature is identified for the prominent location on the Low Road/The Drift Junction and is likely to be in the form of a building, although it is not restricted to this.

Eyesores:

- The two main eyesores are the electricity pylons which run north to south to the east of the allocation and the A1 which runs to the east of the pylons.



Figure 22: Gateways, Activity and Eyesores

Edges:	Nodes of Activity:	Gateway Feature:	Eyesores:
Hedgerows	Scout Hall	Low Road/Drift Road	Electricity Pylons
	Football Club		
	Equipped Play Area		
Land Use:			A1
Open Countryside			
Hedgerows			

CONSTRAINTS & OPPORTUNITIES

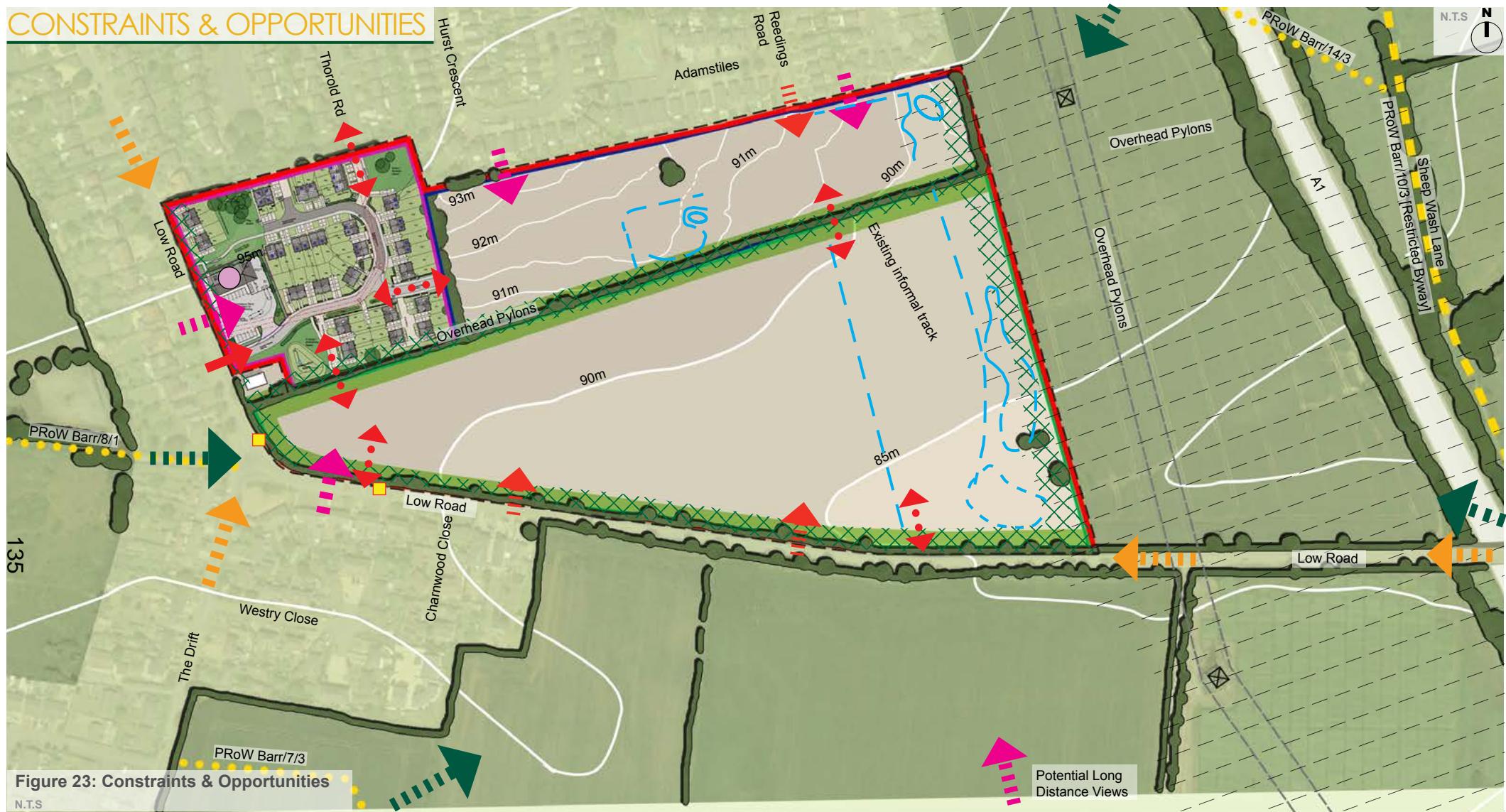


Figure 23: Constraints & Opportunities

N.T.S

 Site Boundary		SKDC Local Plan 2011-2036 January 2020 Barrowby Residential Allocations, LV-H3:		Scout Hall		Opportunity to reinforce existing Green Infrastructure		Potential Views (Footpaths & Bridleway)		Potential Vehicular Site Access(es) (Indicative, TBC)
 Site Boundary (Persimmon)		Platform Housing Group outline consent for 49 dwellings (outline planning permission S18/0093)		Existing Overhead Pylons		Potential SuDS Attenuation Basins and Swales		Potential Views (Residential)		Proposed Pedestrian /Cycle Footpath Link
 Site Boundary (Allison)		Co-Op Food Store and associated car parking		Existing Hedgerows / Trees		Existing Public Rights of Way		Potential Views (Vehicular)		Proposed Vehicular/Pedestrian /Cycle Site Access (Platform)
 Site Boundary (Platform)		Existing Contours and Indicative Topographical Survey Information		Existing green corridors/trees		Existing Bus Stops		Existing Noise from A1 (Indicative)		

Part 4: Response to Context

Having gained a full understanding of the sites context, the following section will illustrate how the context is being responded to and why.

Meetings and Consultation

The Masterplan for the site has developed through a number of meetings with the Planning Officers at South Kesteven District Council and meetings with representatives from Barrowby Parish Council.

The key messages that have come of these meetings and have been considered in formalising the Masterplan are:-

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Meetings with South Kesteven District Council

- A detailed contextual analysis is required to inform the masterplan;
- Street hierarchy to be shown with clear different characters. The primary roads need to be obvious;
- Open space areas between the Allison Homes and Persimmon Homes parcels shall be combined;
- The continuation of Reedings Road shall respect the existing building line, character, grass verge and tree planting;
- Additional swales and ponds to be integrated throughout the site;
- Pedestrian links to be provided between the Platform Housing Group and Allison Homes parcels;
- Green corridors need to be created;
- An indication of how the landscape buffer will be planted; and
- Creation of a permeable network of streets

Meetings/ Correspondence with Barrowby Parish Council

- Road structure – no rat runs to be created;
- Attractive vistas and areas of public open space;
- Increase biodiversity through creation of different habitats within public open space;
- Avoid dead ends;
- Roads to be tree lined;
- Pathway connectivity and foot cycleway provision;
- Streets to be designed for all users;
- Natural bends are an effective and natural way of slowing vehicles down;
- Trees and greenery to be provided within frontages;
- Range of houses to be provided with distinct frontages;
- Parked cars should not detract from the street frontage.
- Opportunity for planting in front gardens to houses on the primary road; and
- Street trees to be provided on the continuation of Reedings Road within the Persimmon Homes parcel.

Concept Development

As part of the design process both the insights from the site contextual analysis, the identified constraints and opportunities and the above feedback have helped to develop the key design principles and overall concept for the site. (Figure 29).

Part 4: Response to Context

Landscape and Open Space

- Provide for an integrated approach to open space provision between the sites;
- An area of play space will provide for a range of needs of residents and complement the existing offer in the village;
- The existing native hedgerows around the perimeters of the site are an important characteristic of the site.
- Existing native hedgerows will be retained, with the exception of providing gaps for connectivity and access.
- Existing hedgerows will be incorporated into green infrastructure corridors or form part of extensive areas of open space.
- Additional native hedgerows/ tree planting to be planted to include existing species (hawthorn, ash, elder, wild cherry) on the eastern boundary of the Allison Homes parcel which is currently open. This additional treatment will further strengthen the sites relationship with the open countryside and replicate existing features;
- Dwellings to front onto areas of open space and use of double frontage house designs to provide a frontage to the hedgerow which separates the Persimmon Homes and Allison Homes parcels. This will provide for natural surveillance and emphasise the importance of these features within the landscape; and
- Extensive landscape buffers and structural planting to be provided to the southern and eastern boundaries of the allocation to assimilate the development into the open countryside and reduce the influence of the views of the electricity pylons.



Figure 24: Landscape and Open Space

Open Space Informal	Green Infrastructure Corridors	Landscape Buffers
Open Space Central Green	Native hedgerows / tree planting	Existing hedgerows and trees to be retained
Open Space Biodiversity Focus	Dwellings to front on to areas of open space	Play Space

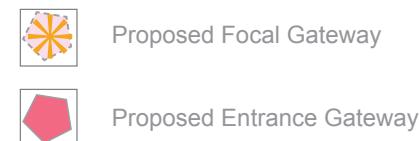
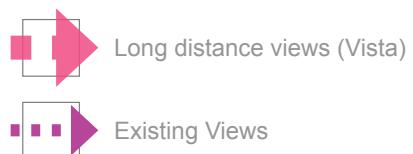
Part 4: Response to Context

Views, Vistas and Gateways

- The existing long distance views from Reedings Road across the site towards Harlaxton Manor needs to be retained and enhanced as a green corridor framing this view;
- Opportunity for gateway feature which could be in the form of a building on the Low Road / The Drift corner; and
- Views of the site are most prominent from Low Road to the east and north of the allocation and Drift Road to the south as identified on the Opportunities and Constraints Plan and these areas will benefit from enhanced native planting to emphasise the natural landscaped character of the developer and the allow the new dwellings to assimilate into their surroundings.



Figure 25: Views, Vistas and Gateways



Access and Connectivity

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- Platform Housing Group primary access approved from Low Road with vehicular connectivity provided to Persimmon Homes parcel. Persimmon Homes primary access from Reedings Road and Allison Homes primary access from Low Road. This provides for vehicular connectivity between the Platform Housing Group and Persimmon Homes parcels with a separate vehicular access serving the Allison Homes parcel to ensure a rat run is not created;
- Platform Housing Group parcel to provide a pedestrian connection point to the north to Thorold Road;
- Primary streets running through the allocation to be tree lined to create character and confirm street hierarchy;
- Use of different surface materials to reinforce street hierarchy;
- Provide for the existing desire line from Reedings Road due south to Low Road to aid pedestrian and cycle connectivity;
- Provide pedestrian and cycle connectivity north to south and east to west within the allocation, in particular in the direction of Low Road on the eastern boundary of the allocation as this is the most logical route into the village core;
- Location of vehicular/ pedestrian/cycle connection point to Low Road joining up with The Drift to provide convenient access to the existing bus stops on Low Road; and
- Pedestrian/ cyclists connectivity to Reedings Road and Thorold Road as adjacent to bus stops and will be the main connection point to the existing play area located off Adamstiles.
- The shared cycle/footways which run through the allocation will be 3 meters in width. The use of shared cycle/footways through housing estates and green spaces where foot/ cycle flows are low is accepted within Local Transport Note 1/20

Part 4: Response to Context



Figure 26: Access and Connectivity

Approved Access	Pedestrian / Cycle connectivity (north/south)	Cycleway (*fast/busy section of route)
Primary Vehicular, Pedestrian/Cycle Accesses	Pedestrian / Cycle connectivity (east/west)	(*As indicated on the Grantham and Sleaford Area Cycle Map, published by Lincolnshire County Council.)
Pedestrian / Cycle Link	Existing PROW	Bus Stops

Part 4: Response to Context

Ecology

- There is a commitment for the development to provide net gains in biodiversity on site and contribute to wider ecological networks. It will be up to each applicant to demonstrate contributions, where possible, through incorporation of the following measures:-
- Retention of existing hedgerows and trees on site which are the main focus of the ecological interest / corridors;
- Creation of new ecological corridors running north to south between Persimmon Homes and Allison Homes;
- Extensive areas of structural native planting on the southern and eastern boundaries of the allocation, species to be chosen to enhance the ecological value of the site;
- Use of wildflower grass seed mix;
- Attenuation areas to be planted with natural features, such as reeds to enhance the ecological value of the site; and
- The use of bat and bird boxes on dwellings and trees.

Noise

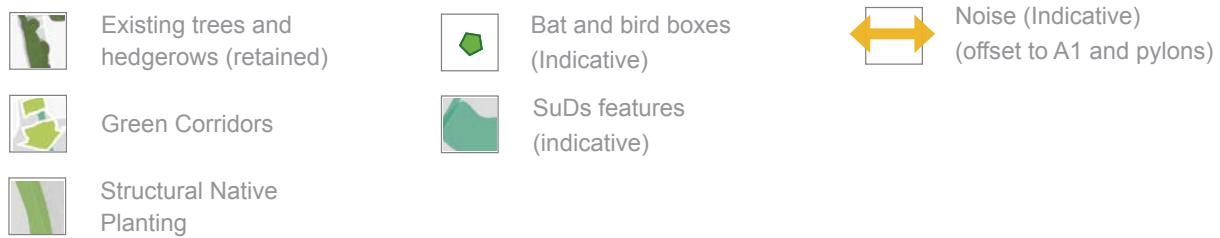
- Dwellings to be no closer to the A1 than existing dwellings located off Reedings Road, Reedings Close and Leys Close to ensure sufficient separation from pylons and the A1 and provide significant opportunities for a landscape buffer.

Drainage and SuDS

- Use of SuDS with attenuation areas and swales to be spread across the site and included within the areas of open space and green infrastructure corridors and these will provide for opportunities for wetland planting which will contribute to the rural character of the development and provide opportunities for native planting and ecological value.



Figure 27: Ecology, Drainage and Noise



Part 4: Response to Context

Layout / Space and Architectural Style

Reserved matters consent has already been given to that part of the allocation within the control of Platform Homes. The remainder of the allocation will be seen within the context of this development, alongside the dwellings served off Reedings Road and dwellings located to the south of the allocation off Low Road.

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Figure 28: Layout / Space and Architectural Style (Section: Platform Homes)

Part 5: Vision

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'A landscape led extension to the village centred around a large central green space with a plethora of connections to the wider community. The development will be inter-dispersed with landscaping, tree planting and green corridors to maintain the rural feel of the wider community.'

BROAD CONCEPT MASTERPLAN



Figure 29: Broad Concept Plan

N.T.S

Potential Development

Key Building Frontages (Fronting Open Space)

Proposed Focal Gateway

Proposed Entrance Gateway

Bus Stops

Potential Public Open Space

Potential Green Corridors (Incorporating Pedestrian and Cycle Connections)

Potential Focal Spaces

Potential Landscape Buffer (East and South of Site)

Potential SuDS Features (including Attenuation Basins and Swales)

Existing Hedgerows / Trees

Proposed Vehicular Site Access (Platform)

Primary Vehicular, Pedestrian/Cycle Access(es)

Pedestrian / Cycle Link

Potential Views (Footpaths & Bridleway)

Potential Views (Residential)

Potential Views (Vehicular)

Part 6: Development Proposals

New Homes and Phasing

In line with housing allocation LV-H3 the overall allocation will provide for up to 270 dwellings.

The allocation is split into three parcels.

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The Platform Housing Group parcel benefits from outline and reserved matters consent so their approved layout forms the basis of the Comprehensive Masterplan. This development is currently being built out.

Persimmon Homes parcel will provide for up to 67 dwellings, and this is subject to a current planning application which is pending consideration.

The Allison Homes parcel will provide for the balance of dwellings with a planning application likely to come forward towards the end of 2022.

The allocation as a whole will provide much needed housing within Barrowby to meet a range of different needs, including the provision of affordable housing. Certain parcels may include housing for the elderly.

New Affordable Housing

The allocation will provide for affordable housing in accordance with the Council's Adopted Standards. Policy H2 (Affordable Housing Contributions) states that all developments comprising 11 or more dwellings should make provision for 30% affordable housing provision. The supporting text to policy H2 further states:-

'Sites which are allocated for residential development in the Local Plan will be expected to provide an appropriate mix of housing types, sizes and tenure. This shall include the provision of 30% of the site's capacity, as affordable housing.'

On the basis of the above policy requirement, 30% affordable housing will be provided.

Potential Convenience Store

Adjacent to Low Road, as part of the Platform Housing Group parcel there is an area for a potential convenience store which benefits from full planning permission.

BROAD STRUCTURE LAYOUT



Figure 30: Broad Structure Layout

N.T.S

— Site Boundary (Persimmon)	— South Kesteven District Council Local Plan 2011-2036 January 2020 Barrowby Residential Allocations, LV-H3: Proposed Residential Area	— Indicative Key Residential Frontages	↔ Proposed Indicative Vehicular, Pedestrian / Cycle Access	— Proposed Indicative Footpath Routes	— Existing Hedgerows / Trees
— Proposed Residential Area: (Up to 67 dwellings)	— Barrowby Residential Allocations, LV-H3: Proposed Residential Area	— Proposed Indicative Primary Streets	↔ Proposed Footpath / Cycle Access	— Proposed Public Open Space	— Proposed Play Space
— Proposed Residential Area: (Allison)	— Proposed Residential Area: (for the balance)	— Proposed Indicative Secondary Streets / Lanes	— Proposed Indicative Footpath / Cycle Routes	— Proposed Indicative Green infrastructure (Trees, hedgerows and boundary planting)	— Proposed Indicative SuDS (Attenuation Basins and Swales)
— Proposed Residential Area: (Platform)	— Focal Gateway	→ Proposed Indicative Site Access(es)	■ Bus Stops		
— Proposed Residential Area: (Up to 49 dwellings)	— Entrance Gateway				

Street Hierarchy

- Strong house types will be provided for in forthcoming planning submissions and these will define key streets and spaces.
- The streets within the allocation will be developed to ensure there is a clear street hierarchy.
- In line with Highway Authority guidance, it is expected that there will be a hierarchy of three different types of streets; Primary Street; Shared Surface (Secondary Street) and Private Drives / Edge Lanes.
- Indicative locations of primary and secondary shared streets are identified on Figure 31 and the Comprehensive Masterplan.
- Through the use of carriageway width, pathway provision, surface treatment and tree planting a street hierarchy can be created as can be seen from Figure 31 opposite.
- Grassed verges with street trees will be in place on one side of the carriageway of the primary street with opportunities for hedgerow planting and trees within front gardens of dwellings on the other side of the carriageway. The only exception to this is the north/south continuation of Reedings Road within the Persimmon Homes Parcel where a grass verge with street trees will be planted on both sides. The approved scheme for the Platform Housing Group site does not include street trees.



Figure 31: Indicative Street Hierarchy

Tree lined Primary Street, double sided	Proposed Footpath Routes	Proposed Site Accesses
Tree lined Primary Streets	Proposed Vehicular, Pedestrian / Cycle Access	Proposed Vehicular, Pedestrian / Cycle Access
Secondary Streets	Proposed Footpath / Cycle Routes	Proposed Footpath / Cycle Access
Private Drives / Edge Lanes	Existing Cycle Route	Proposed Footpath / Cycle Access

Part 6: Development Proposals

Materials

The materials will look to reference the local vernacular and colour palette as outlined within Barrowby Character Area, Grantham Townscape Assessment (2017) as set out in pages 18-21 of this Masterplan Document.

The proposed and indicative materials will include a mix of red brick, stone and the use of render or cladding on feature buildings. Features will also include, the use of chimneys, stone cills, join detailing, contrasting brick banding, lintel details, with arched lintels and glazing bar details on feature and quoins. Details of materials are outlined on the following pages.

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Boundary Treatments

A range of boundary treatment solutions will be utilised within the development to reflect the positive characteristics of the surrounding area.

Roofs and Chimneys



Windows and Doors



Walls



Boundary Treatments



Hard Surface Materials



(Platform Housing Group Approved Scheme)

Part 6: Development Proposals



Indicative Street Scenes (Persimmon Homes)



Figure 32: Street Scenes

Part 6: Development Proposals

Indicative House Types - Persimmon



Figure 33: Indicative House Types

Indicative House Types- Allison



Approved House Types - Platform



Vision for Open Space

The Open Space vision for Barrowby South is for a high-quality landscape-led development which:

- Provides generous and multifaceted open space to create a range of open space experiences;
- Creates bio-diverse habitats for wildlife, with the planting of new native trees and vegetation, together with the retention of existing trees and vegetation where possible;
- Ensures accessibility for residents and the wider community by offering a network of green pedestrian and cycling routes, providing ease of access.



Indicative Focal Space (Allison Homes)

Character of Open Space

Green Corridors

- Housing will front onto the Green Corridors creating a positive frontage;
- Pavements and some shared surfaces to provide a pedestrian friendly environment and reduce traffic speeds adjacent to the Green Corridors;
- Where feasible the open space of the Green Corridors will be informed by swales.
- Green Corridors will provide dedicated footpath and cycle access through the site, east to west along the central hedgerow through the site and north to south from Reedings Road to Low Road.
- The north/south green corridor between Reedings Road within the control of Persimmon Homes will comprise of vehicular access, a 3m wide foot/cycleway on either side and a 3m grass verge with street trees on either side. For that part of the corridor in the control of Allison Homes, this will be a more informal planting arrangement with the incorporation of a foot/cycleway running north to south.

Open Space - Central Green

- Located Centrally within the development along a primary green corridor the Central Green, will provide a focal space for play, activities and events set within an informal landscape setting;
- The open space will be easily accessible located along a proposed footpath / cycle route;
- Housing will front onto the Central Green providing informal natural surveillance of the open space.

Open Space - Informal Open Space

- Predominantly amenity grassland adjacent to footpaths and informal areas of play. Areas of wildflower grasslands will inform the wider area;
- Informal Play with footpath routes across the site;

Open Space - Biodiversity

- A mix of native tree, hedgerow planting, scrub and Wildflower Grasslands will inform the open space to enhance biodiversity;
- Attenuation basins and swales will be located within the public open space as part of the sustainable water management system, but also as part of the local biodiversity enhancement and visual amenity.



Figure 34: Character Areas

	Green Corridor (Within Development)		Open Space - Central Green
	Green Corridor (Within Open Space)		Open Space - Biodiversity Focus
			Open Space - Informal

Green Infrastructure

The development proposals seek to deliver long term landscape, biodiversity, recreation and sustainability benefits through the conservation of site habitats and the introduction of new habitats and landscape enhancement.

The main Green Infrastructure objectives for the development are:

- To create a diverse green infrastructure that delivers biodiversity gains, landscape enhancement, recreation and sustainability benefits;
- To deliver a well designed scheme, which locates built development within a comprehensive landscape setting;
- To conserve and protect features of value and enhance these as important components of the green infrastructure. This includes the protection of the site's hedgerows and boundary vegetation where possible;
- To ensure that the green infrastructure is multi-functional, interconnected, attractive and enduring;

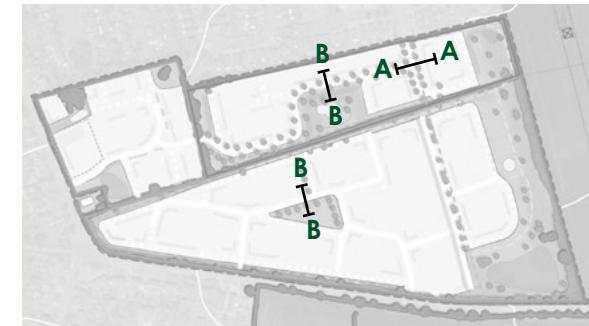
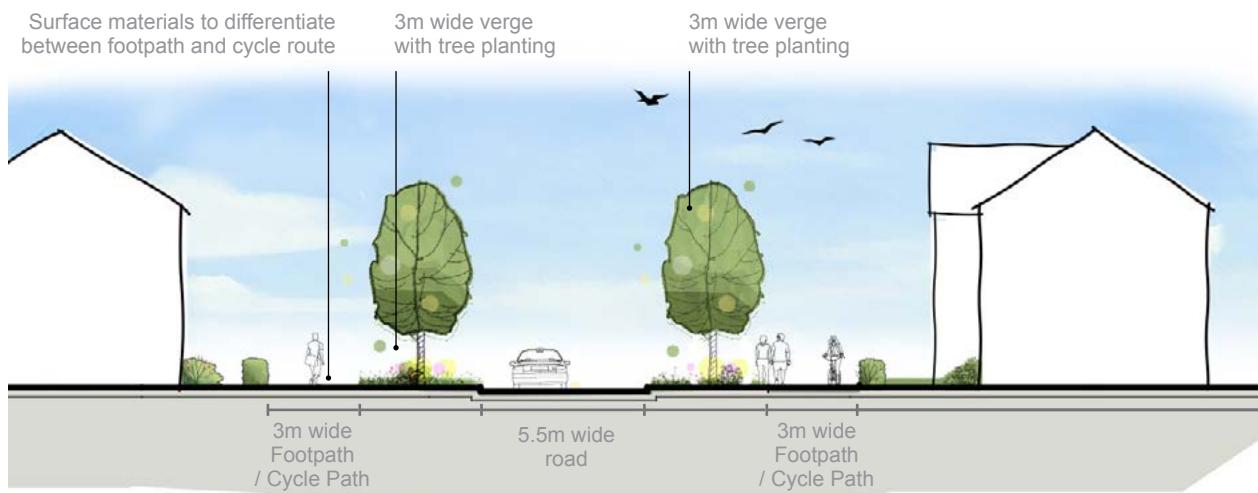
- To ensure that the green infrastructure is publicly accessible for play and recreation;
- To provide for natural play, active recreation and healthy living, to include: new public open space and new footpath routes.
- To provide biodiversity opportunities across the site by introducing a variety of ecological habitats. Providing structural native planting consisting of a mix of trees, scrub, and hedgerow across the site while reinforcing the existing boundary planting.
- The GI should be well overlooked by properties, buildings and streets, so that it is safe and attractive to use; and
- Green corridors will provide accessible footpath and cycle routes across the site connecting the site together;
- Surface water attenuation features to manage water on site, while creating a new habitat features, where it may be possible to integrate trees within the SuDs;
- Tree Lined streets will form an integral element of the GI, with formal tree planting along the primary streets located in wider verges or within open space.
- Tree planting along secondary streets would be more informal, located within front gardens and incorporated into public realm where possible.
- Trees located along Private Drives and Edge Lanes would predominantly be located within front gardens or form part of the adjacent open space.
- To supplement the tree lined streets a variety of boundary treatments are proposed with a mix of stone and brick walls and boundary hedgerow treatments.
- To ensure that the GI is appropriately managed to secure long term enhancements.



Figure 35: Indicative Green Infrastructure

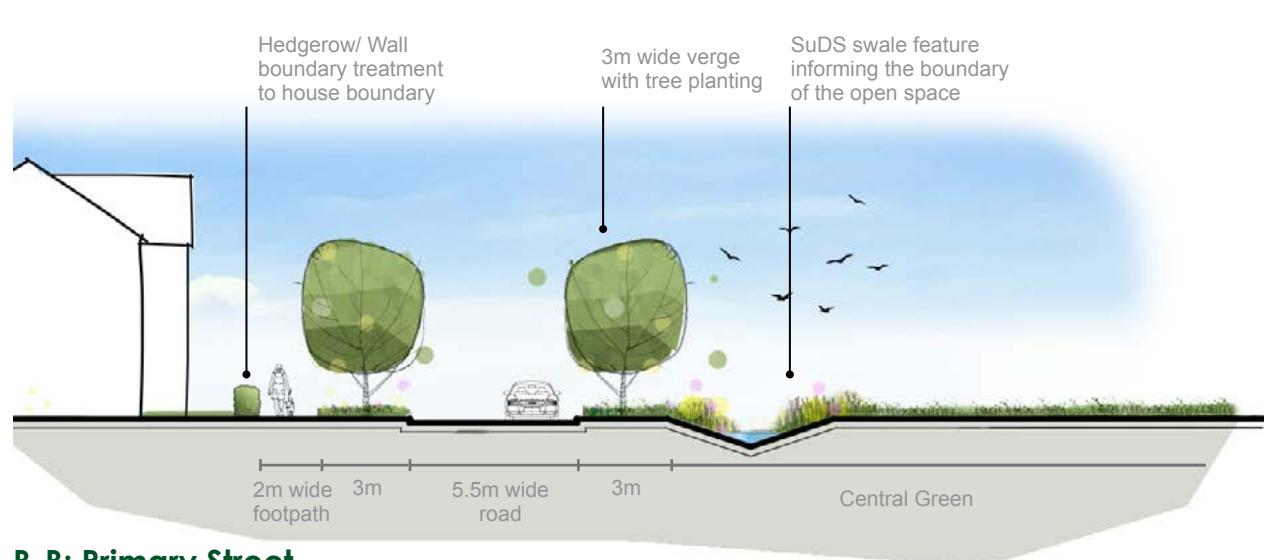
-  Existing trees and hedgerows (retained)
-  Structural Native Planting
-  Proposed Open Space
-  SuDs features (Attenuation Basins and Swales)

- Tree Lined Streets**
-  Primary Streets
-  Secondary Streets
-  Private Drives / Edge Lanes
-  Proposed Play Space
-  Proposed Footpath Routes
-  Proposed Footpath / Cycle Access



Location Plan

A-A: Primary Street (Green Infrastructure Corridor)

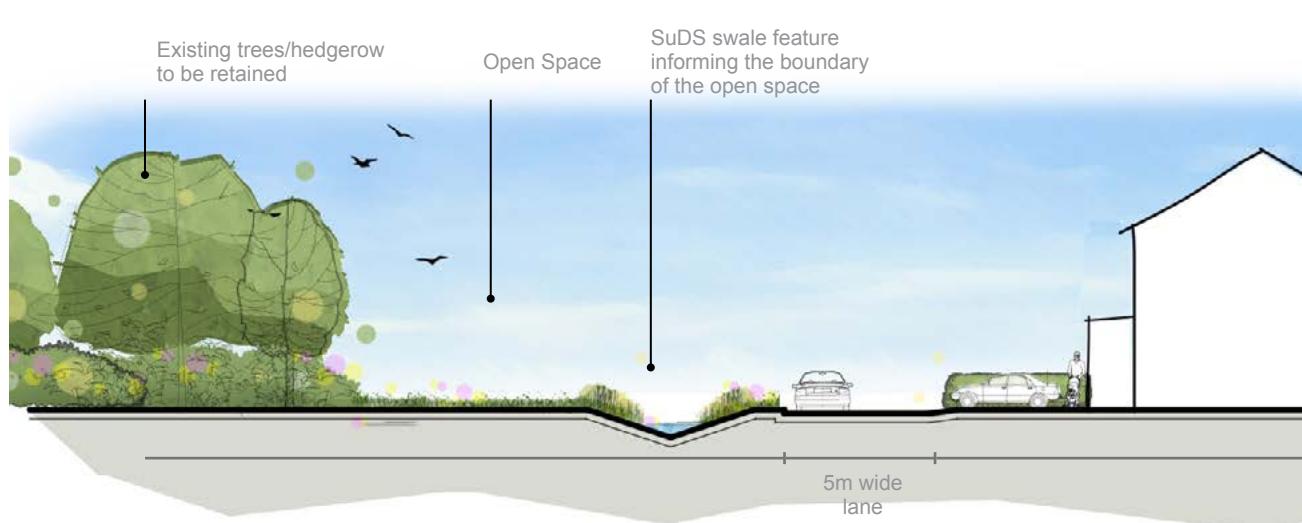


B-B: Primary Street

Figure 36: Street Hierarchy

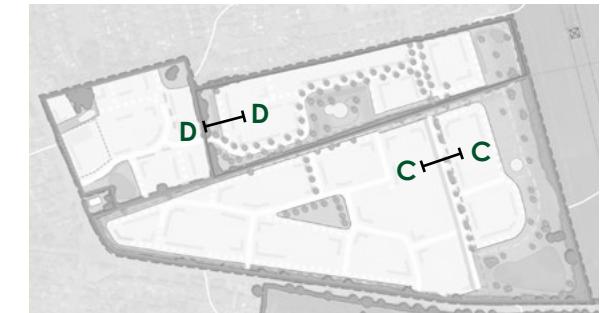


C-C: Green Corridor (Indicative)



D-D: Edge Lane / Private Drive

Figure 37: Street Hierarchy



Location Plan

Part 7: Delivery

Delivery

The allocation will bring forward a wide range of much needed housing, including affordable housing within the district. In terms of phasing, (figure 38) overleaf. The Platform Housing Group parcel will be delivered on site first. For the Persimmon Homes Parcel, consent is expected towards the end of 2022, with a build out rate of 40 dwellings per year. For the Allison Homes parcel a planning application is expected in 2022 with development likely to commence on site in January 2024.

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- A range of housing for all demographics at a service village that has lacked new housing provision over the past few years;
- Contributions towards new local infrastructure to help ensure long term viability of local services;
- Local jobs, both directly through construction and sales, but also indirectly through increased spending within the local area;
- A sustainable and logical extension to Barrowby;
- A well located site which is within walking distance of the services and facilitates found within the village;
- Open space, childrens play space and outdoor space;
- Green infrastructure corridors providing a link across the site from Reedings Road and Low Road;
- Improved viability of local services such as buses and local shops through increased users;
- Much needed high quality private and affordable homes and creation of a positive built environment for new residents;

In summary the Masterplan provides for:-

PHASING



Figure 38: Phasing

N.T.S

Phase 1 - Platform
(Outline planning permission for 49 dwellings; S18/0093)

Phase 2 - Persimmon
(Application for up to 67 dwellings, pending consideration; S23/0299)

Phase 3 - Allison
(Application likely to come forward in 2023 for the balance)

Maintenance and Management

The preferred approach for the maintenance and management of the areas of public open space is that they will be passed to either the District Council or the Parish Council. In the event that neither of these bodies wish to take on these areas of open space a Management Agent would be requirement for each parcel and a separate Management Company set up. Such management procedures would need to be co-ordinated to ensure that the same maintenance regime is undertaken within each parcel and this can be controlled through conditions / S106 obligations on future planning permissions.

Swales which serve adoptable roads will be offered for adoption to Lincolnshire County Council.

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Design Guidance

The masterplan for the allocation sets out the land use and design principles guiding the development of the allocation. Development of the allocation will come forward via independent applications (Figure 38: Phasing). Applications will follow the principles set out in the masterplan document along with guidance and principles set out in the National Design Guide, National Model Design Code, Building for a Healthy Life and guidance set out within the Rutland & South Kesteven Design Guide.

Building for a Healthy Life: Summary

Building for a Healthy Life is accepted as a useful design tool for residential masterplanning and the Broad Structure Layout (Figure 30) and principles set out within the Masterplan document respond to the 12 considerations.

INTEGRATED NEIGHBOURHOODS

- Natural Connections: new networks of footpaths and cycle paths across the site will link to the existing settlement and form links to the wider countryside

- Walking Cycling & Public Transport: The development has easy access to public transport with existing bus routes within close proximity of the site with bus stops along Low Road to the west and Reedings Road to the north. Cycle routes provide connections along green corridors through the site, while also connecting to the existing settlement.

- Facilities & Services: The development is in close proximity to the centre of Barrowby where numerous facilities are located, while a local convenience store is located within the Phase 1 Platform site. New recreational spaces will be included within the Site including new equipped play space, new pedestrian footpaths and informal open spaces.

- Homes for everyone: The design includes a range of dwelling sizes across the Site to provide a mixed community.

DISTINCTIVE PLACES

- Making the most of what's there: The layout and green infrastructure for the scheme responds to its context and provides a distinctive character. Architectural details of the proposals are inspired by and will contribute to the local character of Barrowby.

- A memorable character: The design approach retains the existing hedgerows and boundary trees wherever possible, while existing views and vistas have informed the layout of the development. Architectural details / materials reference local character and spaces within the Site have been considered for character benefits such as the green corridors and open space proposals.

- Well defined streets & spaces: The scheme is based on a series of development blocks, which interlock with the landscape. There would be a clear definition of the private and public realm and properties would overlook the public space.

- Easy to find your way around: The layout for the scheme follows a simple approach with a central main route through the scheme, defined by the proposed north south and east west green corridors through the site. Focal buildings are located at the key junctions - materiality also aids orientation and navigation within the site.

STREETS FOR ALL

- Healthy streets: The building layout has defined the street network, so that highways and car parking do not dominate. Highway layouts are designed in line with local requirements. The streets and the public spaces are well overlooked by adjacent dwellings, allowing informal surveillance and safe routes.

- Cycle & car parking: Car parking is integrated into the overall layout and would be within the curtilage predominantly to the sides of dwellings. Where parking is provided to frontages, it is broken up by either shrub, hedgerow and or tree planting to avoid large expanses of parking.

- Green & blue infrastructure: The landscape framework is formed by a series of interconnected green spaces and corridors. The SuDS strategy plays a strong role within the landscape framework contributing to biodiversity across the Site.

- Back of pavement front of home: Boundary features to fronts of properties are well considered providing strong definition for public / private spaces transitions. A variety of boundary treatments are proposed with a mix of stone walls and boundary hedgerows. Front garden depths help define the street character. The building layout would allow for bins and recycling stores to be stored out of sight to minimise their impact on the streetscene.

Part 8: Summary

Summary

- A range of housing for the demographics at a service village that has lacked new housing provision over the past few years;
- Contributions towards new local infrastructure to help ensure long term viability of local services;
- Local jobs, both directly through construction and sales but also indirectly through increased spending within the local area;
- A sustainable and logical extension to Barrowby;
- A well located site which is within walking distance of the services and facilities found within the village;
- Open space, childrens play space and outdoor space;
- Green infrastructure corridors providing a link across the site from Reedings Road to Low Road;
- Improved viability of local services such as buses and local shops through increased numbers;
- Much needed high quality private and affordable homes and creation of a positive built environment for new residents;
- Habitats and biodiversity on site, including hedgerows, which will be maintained and enhanced and development will provide a significant amount of green and open space interlinked with new housing; and
- Better quality homes to be built in accordance with the new Building Regulations.

Persimmon Homes, Allison Homes & Platform Housing Group

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Barrowby
South
Lincolnshire

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APPENDIX B

LOCAL PLAN POLICY LV-H3 – LOW ROAD

Land is allocated for up to 270 new dwellings at a maximum density of 35 dwellings per hectare.

The following development principles accompany this allocation:

- a. A masterplan is required for the entire site. All parties shall work together to bring forward a comprehensive plan for the site, including the phasing of development. The masterplan is to be agreed by the Council following consultation with the local community. Detailed proposals will only be permitted where these are in accordance with the agreed masterplan.
- b. Additional treatment capacity is required at waste water treatment works and new discharge permits are required for water quality targets. This should be incorporated early on in the development of scheme specifics as part of a scheme wide delivery strategy which demonstrates that capacity is available or could be made available to serve the development subject to phasing.
- c. The masterplan and development proposals will incorporate a substantial landscape and boundary treatment for the southern and eastern edges of the site allocation. No development will be permitted beyond the site allocation.
- d. The phasing of the development shall occur in accordance with the Infrastructure Delivery Plan, with particular relevance to education and capacity at Barrowby Primary School.
- e. The masterplan and development proposals will provide suitable and appropriate residential amenity buffers to the eastern edge in respect of electricity pylons and the A1 and to the southern edge in respect of the high pressure gas line.
- f. Potential landscape impacts should be mitigated through high quality design and landscaping.
- g. The development should provide net gains in biodiversity on site and contribute to wider ecological networks where possible.

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APPENDIX 3

REPRESENTATIONS RECEIVED AS A RESULT OF PUBLICITY

The applications have been advertised in accordance with the Council's Statement of Community Involvement at a total of 70(no.) public representations have been received on the applications. 68(no.) representations have raised formal objections and 2(no.) representations have remained neutral. The matters raised within the public representations can be summarised as follows:

- The development would result in the removal of the separation between Barrowby and Grantham.
- The development would result in the loss of the village character.
- The density of development is unacceptable.
- The scale of development is not in keeping with the village.
- The scheme would have an unacceptable impact on the privacy and outlook of existing properties.
- The scheme would have an unacceptable impact on capacity in the school, village facilities and public utilities.
- The scheme would have an unacceptable impact on highways safety at Reedings Road, Hedgefield Road and Low Road.
- The scheme would have an unacceptable impact on highways safety at the A1 / A52 junction.
- The proposed would have an unacceptable impact on Owen Road, Morris Road and Low Road.
- The proposals do not provide appropriate parking provision for new dwellings.
- The scheme would have an unacceptable impact on highways capacity on the local highways network.
- The development would result in an increase in noise and light pollution.
- The scheme would result in the loss of a public right of way.
- The development would result in an increase in the risk of flooding.
- The development would result in the loss of undeveloped, agricultural land.

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SOUTH
KESTEVEN
DISTRICT
COUNCIL



Cabinet

11 September 2023

Report of Councillor Richard Cleaver,
the Leader of the Council

State of the District Report 2023

Report Author

Charles James, Policy Officer

 Charles.james@southkesteven.gov.uk

Purpose of Report

This report presents to Cabinet the State of the District Report 2023.

Recommendations

That Cabinet approves the State of the District Report 2023.

Decision Information	
Is this a Key Decision?	No
Does the report contain any exempt or confidential information not for publication?	No
What are the relevant corporate priorities?	High performing Council
Which wards are impacted?	All

1. Implications

Taking into consideration implications relating to finance and procurement, legal and governance, risk and mitigation, health and safety, diversity and inclusion, safeguarding, staffing, community safety, mental health and wellbeing and the impact on the Council's declaration of a climate change emergency, the following implications have been identified:

Finance and Procurement

1.1 There are no direct financial implications in this report it is a factual reflection of the District.

Completed by: Richard Wyles, Deputy Chief Executive and s151 Officer

Legal and Governance

1.2 There are no legal or governance implications arising from this report.

Completed by: Graham Watts, Assistant Director of Governance and Monitoring Officer

2. Background to the Report

2.1 The purpose of this report is to present the State of the District Report 2023 for consideration for approval by the Cabinet prior to publication on the South Kesteven District Council website.

2.2 The State of the District 2023 provides an up-to-date, balanced, objective and comprehensive description of the society and economic performance of the district. It highlights the unique characteristics of the area, its strengths, and positive trends, whilst also highlighting the emerging strategic challenges that the district may face.

3. Key Considerations

3.1 The State of the District Report 2023 will:

- Form a key part of the evidence base that informs the new Corporate Plan and the other policies, strategies and initiatives actioned by the Council.
- Provide a useful resource for all stakeholders: partner, businesses, civil society organisations and members of the public, whether resident to the district or beyond who wish to learn more about South Kesteven.

4. Other Options Considered

4.1 Not producing or publicly releasing the State of the District Report 2023 – this option was discounted.

5. Reasons for the Recommendation

5.1 The release of the State of the District Report 2023 will provide a useful resource for all stakeholders: partner, businesses, civil society organisations and members of the public, whether resident to the district or beyond who wish to learn more about South Kesteven. All the information that is included in the State of the District Report is publicly available, but this report is a coherent and factually accurate one that is proposed to be updated annually.

6. Background Papers

6.1 All of the reference points are included in the full State of the District report, which can be found at the below online location. In addition, the socio-economic indicators supplementary supporting document is available in the same location:

<https://moderngov.southkesteven.gov.uk/ecSDDisplay.aspx?NAME=SD424&ID=424&RPID=12616530>

7. Appendices

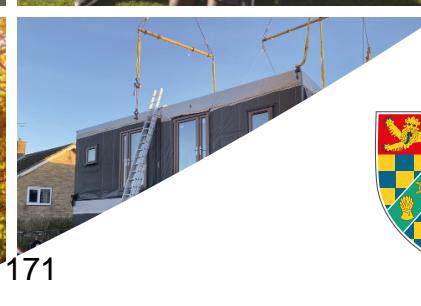
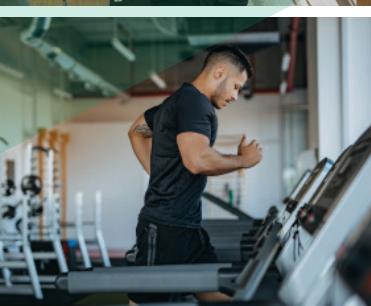
7.1 Appendix A – State of the District Report Executive Summary 2023

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State of the District

Executive Summary

2023



SOUTH
KESTEVEN
DISTRICT
COUNCIL

South Kesteven District Council State of the District Report 2023

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Executive Summary

South Kesteven is a district of potential and promise. Located within the beautiful Lincolnshire countryside, the majority of the 143,400 strong population resides in the four historic market towns of Grantham, Stamford, the Deepings and Bourne. The district boasts enviable connectivity: strategically located alongside the A1 and the East Coast mainline, one can arrive in London Kings Cross within 70 minutes. On the majority of conceivable socio-economic indicators, the district will routinely outperform local, regional and national comparators. Nevertheless, the district faces a number of strategic challenges. The four key long term strategic challenges can be summarised as:

- Economic underperformance relative to neighboring areas over the past decade.
- Persistent pockets of severe deprivation
- An increasingly aged population
- Leading the district in tackling the Climate Emergency

The task of those charged with governance is to ensure that the district's many advantages are fulfilled and that South Kesteven rises to the challenges of the future, so enabling the district to meet its full potential.

The Corporate Plan 2020 – 2023 provides the context for the Council's decision making. It sets out our vision for the district and our priorities for achieving this. The Council's vision of South Kesteven is to 'be the best district in which to live, work and visit'. Working to fulfil this vision is the golden thread that runs throughout all the activities the Council undertakes. All actions take place within the scope of a number of overarching priorities:

- Growth of our Economy
- Housing that Meets the Needs of all Residents
- Healthy and Strong Communities
- A Clean and Sustainable Environment
- High Performing Council

Each priority has actions assigned to it with attendant Key Performance Indicators.

There is the need to take the overall pulse of the district, to monitor progress towards the Council's vision and to assess those efforts in the context of medium to long term trends at the regional and national level. To this end, the multitude of statistics and metrics in this report have been sifted to develop a suite of Strategic Socio-Economic Indicators (SSEI).

The indicators are designed to provide high level reflections of the key dimensions of the society and economy of South Kesteven. These correspond to the areas where the Council wishes to see change and improvement to enhance the material prosperity and mental and physical wellbeing of the residents of the district.

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Population

The 2021 census estimated the population of the district to stand at 143,400 as of 21st March 2021, consisting of 62,850 separate households.¹ Over the decade since the 2011 census, the population increased by 7.2% and is projected to reach 152,458 by 2036.² This rate of growth was slightly lower than the trend for the East Midlands (one of nation's fastest growing regions over the 2010s), but higher than the overall increase for England. Based upon current demographic trends, the ongoing and projected growth is being driven by migration from other parts of the UK³. The majority of the population reside in the four historic market towns of Grantham, Stamford, the Deepings and Bourne. Combined these towns are home to 65% of the district's population.⁴

Residents of South Kesteven have the highest life expectancy of any Lincolnshire local authority and have a slightly higher life expectancy than the regional and national averages at 80.6 years for men and 84.2 for women.⁵

The age profile of the district shows an aging population with a median age of forty-six. This above the median age for England of forty and is in line with the district's neighbours. 23% of the population is aged 65+, higher than the national proportion of 18.4%. In South Kesteven there are now more residents aged 65+ than residents aged under twenty.⁶ Figure I displays how the population has changed over the past forty years.

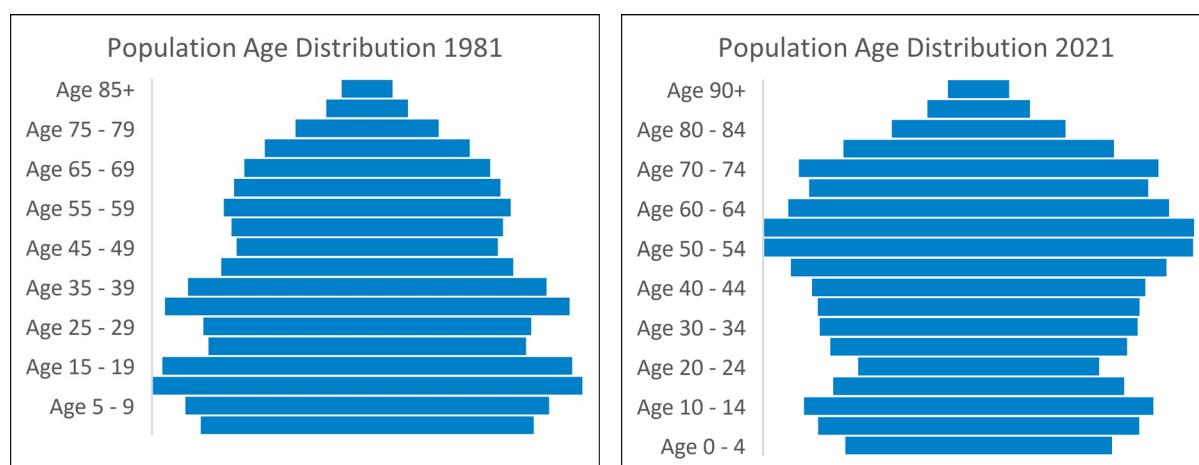


FIGURE I - SOUTH KESTEVEN'S POPULATION PYRAMID 1981 VS 2021, SOURCE: OFFICE FOR NATIONAL STATISTICS

95.8% of residents identify with the high level 'White' category. This is a higher proportion than the 81.7% of population who identify with this category nationwide. The next most common high-level grouping is 'Asian, Asian British or Asian Welsh' comprising as a whole 1.77% of the districts population. 0.61% of the population identifies with 'Black, Black British, Black Welsh or African /or Caribbean background'. 1.35% of the population are 'Mixed or Multiple ethnic groups'. After 'White English, Welsh, Scottish, Northern Irish or British', the largest single ethnic group is the Polish community (1.23% of residents).⁷ Polish is most common language spoken after English in the district (1817 speakers). 2.5% of households do not use English as their main language.⁸ 8.9% of the district's residents were born outside the UK, a significantly lower proportion than the UK wide figure of 16.8% and 5.5% of residents hold a foreign passport.⁹

7.4% of the district's population aged 16+ have previously served in the UK armed forces. Bolstered by the long-established local military presence of the Army and adjacent Royal Air

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Force sites across Lincolnshire, the district hosts a substantially higher population of veterans than the national average.¹⁰

Community Health, Wellbeing & Safety

The Office for National Statistics annually surveys the adult population to gauge feelings of personal wellbeing. Broadly levels of life satisfaction and anxiety in South Kesteven are more positive than the county, regional and national averages. On a national level, personal wellbeing deteriorated across all indicators during 2020/21, before recovering slightly in 2021/22. Feelings of personal wellbeing have yet to return to pre-pandemic levels. South Kesteven followed this trend. The next release will show the impacts of the subsequent economic challenges of 2022 and Cost of Living Crisis.¹¹

The Health Index for England 2020 ranks the district as the second healthiest in Lincolnshire and amongst the top 40% healthiest districts in the England.¹² 10% of all adults aged over 18 smoke, below regional and national rates.¹³ 68.9% of adults aged 18+ are classified as overweight or obese, above the national rate of 66.6%.¹⁴ The percentage of South Kesteven's adults aged 16+ engaging in physical activity has remained largely consistent over the last six years. The percentage of adults who describe themselves as 'active' has hovered around 59.70%, 'fairly active' 13% and 'inactive' 27.31%. Within Lincolnshire, in 2018-19 (the last 'normal' period pre-COVID), South Kesteven was the third most active district in the county. However, the district has trended below national and regional levels in terms of an active adult population.¹⁵

Historically levels of physical activity in South Kesteven for children have been substantially above national, regional, and local levels. In the academic year 2021-22, South Kesteven was the second most active district in Lincolnshire. However, the district has yet to return to previous levels of activity post COVID and now ranks below national and regional rates.¹⁶ In 2019/20, 22.6% of children in Year 6 were classified as obese (including severe obesity). This is a prevalence above national and regional proportions.¹⁷

For the year ending September 2022, South Kesteven was the third safest district in the county with total recorded crime rate (excluding fraud) of 61.16 recorded offences per 1000 residents (Figure II) The recorded crime level in South Kesteven is below the Lincolnshire average in all categories of offence except burglaries and vehicle offences.



FIGURE II - RECORDED CRIME SOUTH KESTEVEN VS COMPARATORS 2022, SOURCE: LINCOLNSHIRE POLICE

In 2021/22 (year ending September 2022) the total number of offences recorded in South Kesteven rose 14% on the year 2020/21. A similar increase was observed in neighbouring local authorities. This essentially marked a return to the situation pre-pandemic.¹⁸

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The Prevalence and Severity of Deprivation

The Government's standard measure of deprivation and inequality in England is the Indices of Multiple Deprivation (IMD). Last undertaken in 2019, the IMD assesses deprivation across a wide range of domains including income & employment, health, skills, crime, and access to housing & services. The scores for each domain are combined to produce an overall score for the prevalence and the severity of deprivation within an area. These scores are subsequently used to rank local authorities by level of deprivation. There are 317 local authorities in England, the exercise measures deprivation not affluence, therefore 1st in the ranking is the most deprived. The authority ranked 317th is considered to be the least deprived.

IMD 2019, ranked South Kesteven 234th. This was an improvement of eleven places on its 2015 ranking (223rd of 317) and means South Kesteven is the second least deprived district in Lincolnshire. The ranking of 234th places South Kesteven amongst the 40% least deprived districts in England and near the top of this bracket. South Kesteven is nineteen ranks off a placing in the top 20% least deprived districts in England.

The most deprived areas of South Kesteven are found in the Grantham Earlesfield and Harrowby wards. Parts of Grantham Earlesfield are amongst the 10% most deprived areas of England. The least deprived areas in Lincolnshire are located in Stamford St John's ward. The findings of the IMD 2019 mapped are displayed in Figure III.¹⁹

11.6% of households live in fuel poverty. This proportion is below the county and regional rates of 14% and the national rate of 13%. Rates of fuel poverty can reach as high as 28% in the most deprived areas of the district.²⁰

12.3% of children aged under 16 live in relative low income families, lower than the UK rate of 18.7%. South Kesteven has the second lowest rate of relative child poverty in Lincolnshire.²¹

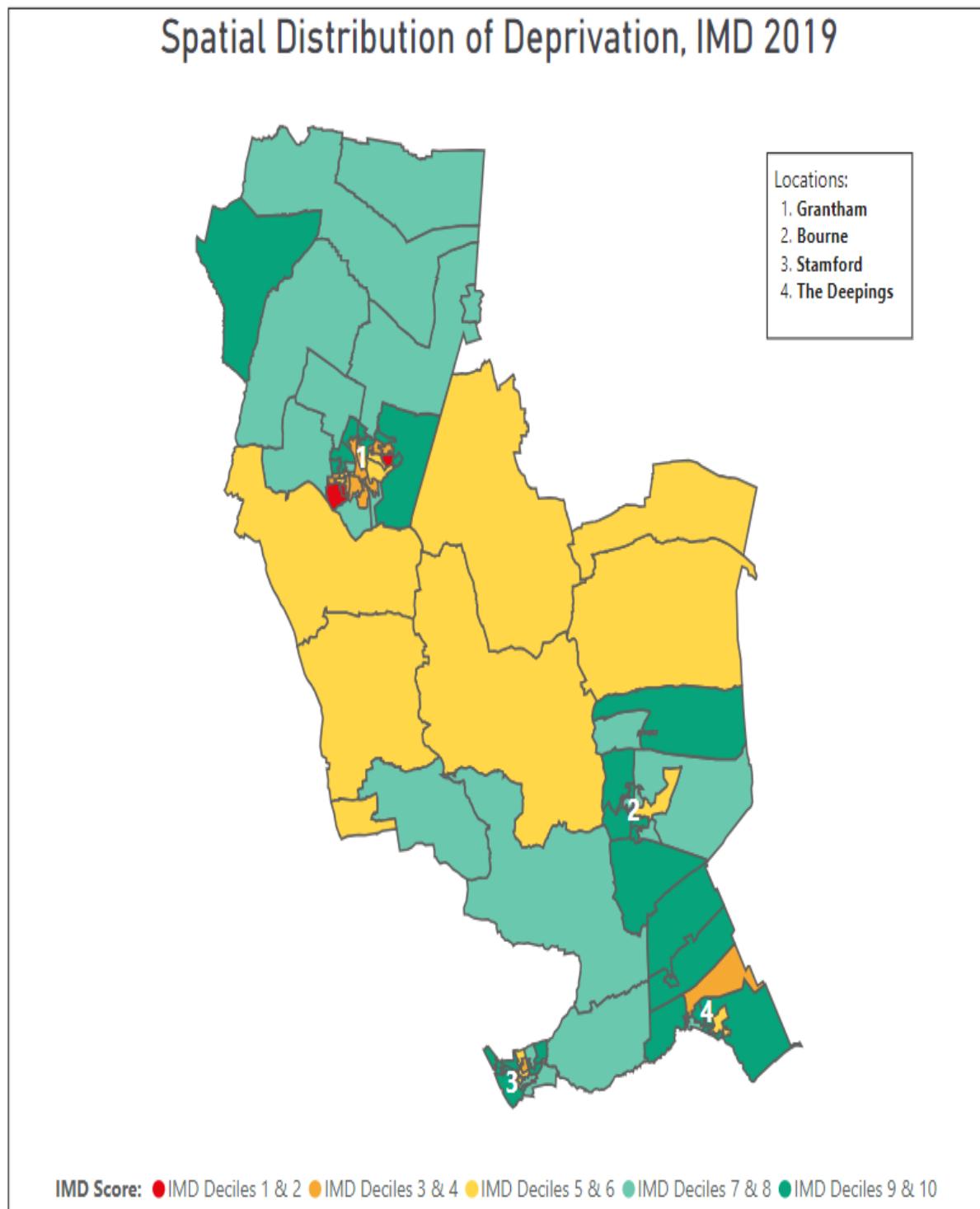


FIGURE III - SPATIAL DISTRIBUTION OF DEPRIVATION, SOURCE: DEPARTMENT FOR LEVELLING UP, HOUSING & COMMUNITIES

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The Local Economy

The latest release of the Annual Population Survey estimated that 73.1% of the population aged 16-64 (70,100) are in employment, a proportion slightly lower than regional and national averages. The unemployment rate stands at 2.3%, below regional and national rates.²² 39,031 residents are commuters. 84% of commuters travel less than 30km to work, 40% less than 5km.²³ 75% of commuters drive to work. 13% walk.²⁴

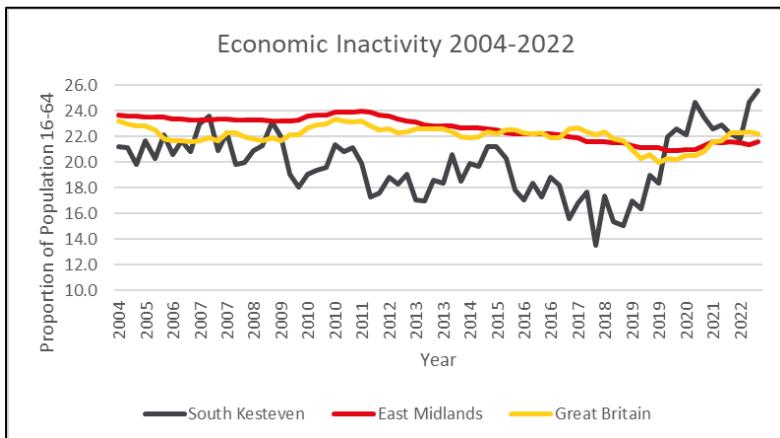


FIGURE IV - ECONOMIC INACTIVITY RATES SOUTH KESTEVEN VS COMPARATORS, SOURCE: NOMIS LABOUR MARKET PROFILE, SOUTH KESTEVEN

There are an estimated 22,400 economically inactive people in the district aged 16-64, 25.6% of that age group, higher than the national rate of 21.6%. Economic inactivity encompasses students, the long-term and short-term sick and disabled, people looking after family and home, discouraged workers and early retirees. 70.5% had not worked in the last twelve months and 18.3% had never worked. 87.8% do not want a job, 36.2% of the economically

inactive population are retirees. With exception of retirees (36.2%), due to issues with sample size, size estimates of the groups that comprise the economically inactive population are not available at the local authority level. Rates of economic inactivity in South Kesteven ran significantly below national trends for the majority of the 2010s, before increasing from 2019 to the current elevated level.²⁵ (Figure IV)

The skills profile of the district is superior to local, regional and national trends. 81.8% of the district's population aged 16-64 possess at least a NVQ2 qualification (equivalent to five good GCSEs. 41.1% possess NVQ4+ qualifications (equivalent to a degree or higher), higher than the county and regional rates, if slightly below national proportions.²⁶

South Kesteven is home to a substantially larger number of businesses than other Lincolnshire authorities. There are 6,265 VAT and/or PAYE registered enterprises in the district (March 2022). The vast majority (87%) of the district's businesses qualify as micro (under ten employees). The largest single business sector, in terms of the number of businesses is Professional, Scientific & Technical services, followed by Construction.²⁷

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The economy of the district is dominated by services, providing two thirds of total employment and a Gross Value Added (GVA, a measure of the output of a local economy) contribution of £1.75 billion. These proportions are line with trends nationwide.

Manufacturing provides 11.1% of total employment and £414 million to GVA (16% total GVA 2019).²⁸ Nearly thirteen percent of total employment and 8% of GVA is provided by knowledge intensive services (KIS, includes IT, financial, scientific, technical and professional services). This proportion is slightly higher than the Lincolnshire average, but substantially below national levels (KIS 24% of UK GVA).²⁹ (Table I)

Industry Sector Size by GVA and Employment, South Kesteven 2019-2021 (current prices 2022)						
Sector	GVA contribution, £ million 2019	GVA contribution, £ million 2020	Percentage of Total Employment by Sector 2021			
			South Kesteven	Lincolnshire	East Midlands	Great Britain
Agriculture, forestry and fishing	139	134	1.5 (800)	3.1	0.8	0.7
Mining and quarrying			0.2 (125)	0.1	0.2	0.1
Electricity, gas, steam and air conditioning supply			0.4 (200)	0.2	0.8	0.4
Water supply; sewerage, waste management and remediation activities			1.3 (700)	1.2	0.7	0.7
Manufacturing	414	378	10.9 (6000)	12.2	11.9	7.6
Construction	212	177	4.5 (2500)	4.7	4.7	4.9
Wholesale and retail trade;	471	439	18.2 (10,000)	17.6	16.2	14.4
Transportation and storage	66	58	3.2 (1750)	4.1	6.4	5
Accommodation and food service activities	92	46	7.3 (4000)	7.8	6.5	7.5
Information and communication	71	64	3.2 (1750)	2.0	3.0	4.4
Financial and insurance activities	57	55	1.6 (900)	1.0	1.9	3.6
Real estate activities	125	125	1.8 (1000)	1.4	1.4	1.8
Professional, scientific and technical activities	82	76	7.3 (4000)	4.7	7.0	8.9
Administrative and support service activities	79	49	5.5 (3000)	8.8	8.1	8.9
Public administration and defence; compulsory social security	91	94	1.8 (1000)	3.7	4.0	4.6
Education	190	202	9.1 (5000)	8.1	8.9	8.7
Human health and social work activities	315	401	16.4 (9000)	14.9	13.7	13.6
Arts, entertainment and recreation	23	16	2.3 (1250)	2.0	2.3	2.3
Other service activities	86	46	1.8 (1000)	1.7	1.7	1.9

TABLE I - INDUSTRY SECTOR SIZE BY GVA AND EMPLOYMENT, SOUTH KESTEVEN 2019-2021 (CURRENT PRICES), SOURCE: OFFICE FOR NATIONAL STATISTICS

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South Kesteven's GVA in 2020 was £2.722 billion, the second highest in Lincolnshire (the production of these statistics has a two year lag). In the period 2010-19 South Kesteven's GVA grew by an average of 2.43% per annum, this is below the Lincolnshire average of 3.33% per annum over the same period, before contracting 4.69% in 2020.³⁰ (Figure V)

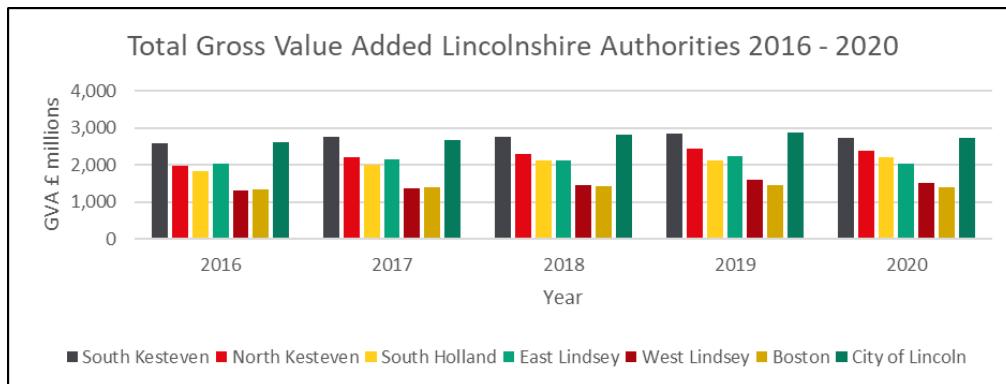


FIGURE V - GVA OF SOUTH KESTEVEN VS COMPARATORS 2016 - 2020, SOURCE: OFFICE FOR NATIONAL STATISTICS

South Kesteven's productivity was 22.9% lower than the UK average in 2020 and has lagged since 2014. Considered as GVA per job, South Kesteven generated £14,228 less output per role than the national figures.³¹ It should be noted that in 2019 the UK itself was calculated to be 17% less productive than France, Germany and the United States.

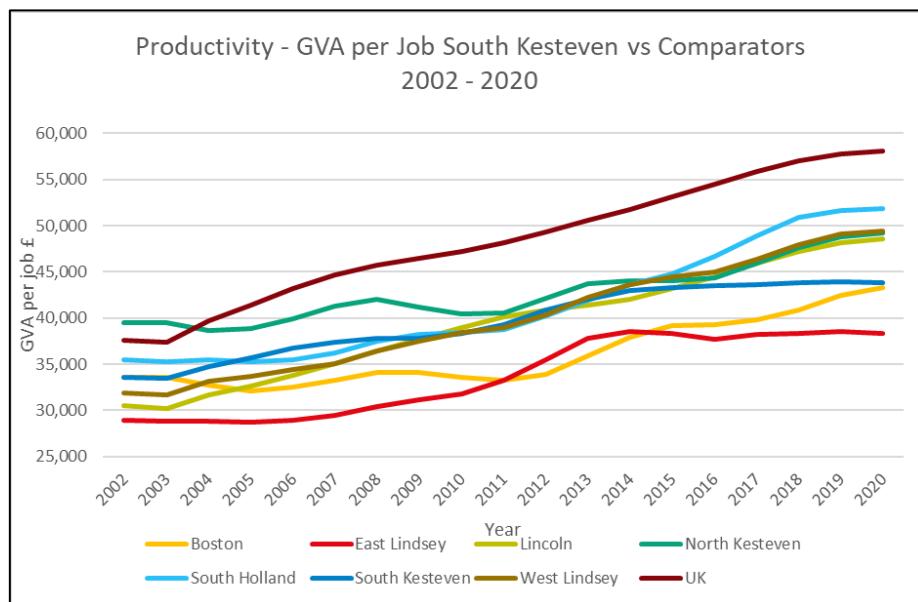


FIGURE VI- GVA PER JOB SOUTH KESTEVEN VS COMPARATORS, SOURCE: OFFICE FOR NATIONAL STATISTICS

Comparatively low productivity to other advanced economies and wide disparities in productivity between regions is a significant national issue and is argued to be a consequence of the UK's services-oriented economy.³² All seven Lincolnshire authorities have below average productivity, with South Kesteven ranking as the fifth most productive. (Figure VI) A potential explanation is the district's more advanced transition to a service-oriented economy than other areas within Greater Lincolnshire, marking a decline in high productivity manufacturing & primary industry roles, the growth of relatively low productivity sectors (retail, education and healthcare) as an increasing share of GVA and the small knowledge intensive service sector as a share of GVA.³³

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In 2022, the median weekly gross earnings of full-time workers resident to the district were £632.3, this is above the East Midlands and Lincolnshire equivalents of £603.7 and £599.3 respectively, but below the national median of £642.20. Median weekly gross earnings for full-time workers resident to the district in the lower quartile were £467, again above the median wages for Lincolnshire (£451.10) and East Midlands (£459.30), although lower than the national median of £482.40.

The median annual gross earnings of full-time workers resident to the district was £31,914, above the median across Lincolnshire (£30,514) although lower than the national median of £33,111. Within Lincolnshire, the district has the second highest median annual gross earnings.³⁴

There is a gap between median annual gross earnings between individuals who reside in the district (so including those who work elsewhere) and individuals who work in the district (including non-residents). Individuals residing in the district, but potentially working elsewhere command higher earnings than individuals working in the district. This pattern is replicated at every Lincolnshire district authority with the exception of City of Lincoln.

Split by gender, in 2022 median annual gross earnings for full-time work were £35,038 for men and £24,281 for women, a difference of 36%. The gap had been gradually narrowing since 2015, when median earnings for full-time male workers were 36% higher than female full-time workers, in 2021 the wage gap was 27%. In 2022, the wage gap once again widened, returning to a 36% difference.³⁵

Overall wage growth prior to 2022 had been sluggish, highlighting poor medium term wage growth in the district. Median gross earnings rose by 13% (£3,299) over period 2008 to 2021. Median annual earnings rose in 2022, increasing by £3,503. Despite recent growth in nominal earnings, wages are not keeping pace with inflation and in real terms the median full-time worker had less purchasing power in 2022 than in 2019.³⁶

Gross disposable household income (GDHI) is the amount of money that all of the individuals in a household have available for spending or saving after they have paid all direct and indirect taxes and received any direct benefits. The level of GDHI per head in South Kesteven is £21,467 (current prices). This is very slightly above the UK average. South Kesteven has the highest GDHI per head in Lincolnshire.³⁷ (Figure VII)

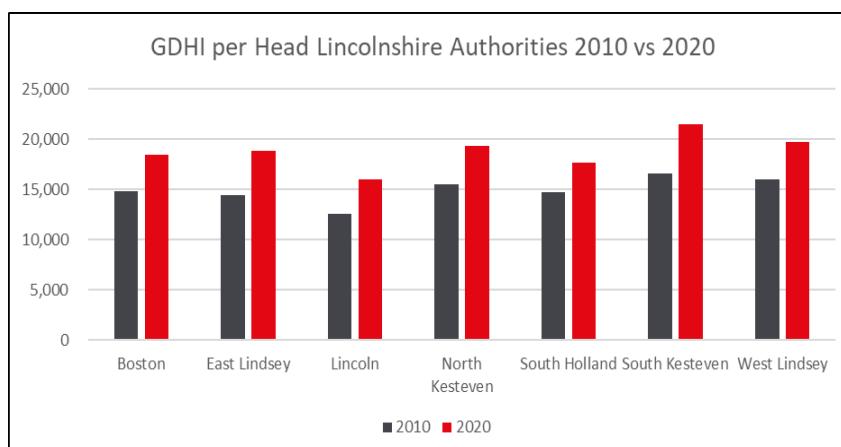


FIGURE VII - GDHI PER HEAD LINCOLNSHIRE AUTHORITIES 2010 VS 2020, SOURCE: OFFICE FOR NATIONAL STATISTICS

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Housing

As of September 2022, there are 66,170 domestic properties in the district registered for Council Tax.³⁸ 43,574 households own or partly own their own home (owns outright 23,765, mortgage or loan 19,155, shared ownership 654). This is 69.33% of all households in the district, substantially above the national proportion of 62.3% and slightly above the Lincolnshire rate of 67.15%. 11,422 households (18.17%) live in private rented accommodation. 7,851 households (12.49%) live in social rented accommodation.³⁹

Rates of home ownership vary across the district and correlates to the rural/urban split and the level of deprivation. There are very low levels of overcrowding. 876 households (1.39%) occupy accommodation with fewer bedrooms than required for their needs. The obverse is a pattern of underoccupancy, 82% of households have more bedrooms than required. This is a level substantially above the national implied underoccupancy rate of 69.⁴⁰

22% of domestic properties (14,000) are estimated to be not connected to the gas network. This is in line with estimates for the other authorities in Lincolnshire, but higher than the estimates for England (15%) and the East Midlands (11%).⁴¹ 44.14% of domestic properties have an energy efficiency rating of EPC C or higher.⁴²

In 2020/21, 446 net additional dwellings were delivered through planning including 56 affordable homes. 83% of all completions were within the four market towns with 33.2% in Grantham.⁴³ In 2021/22, 485 net additional dwellings were delivered with 116 affordable. South Kesteven had the third highest rate of completions in Lincolnshire over the period 2017-18 to 2021/22.⁴⁴

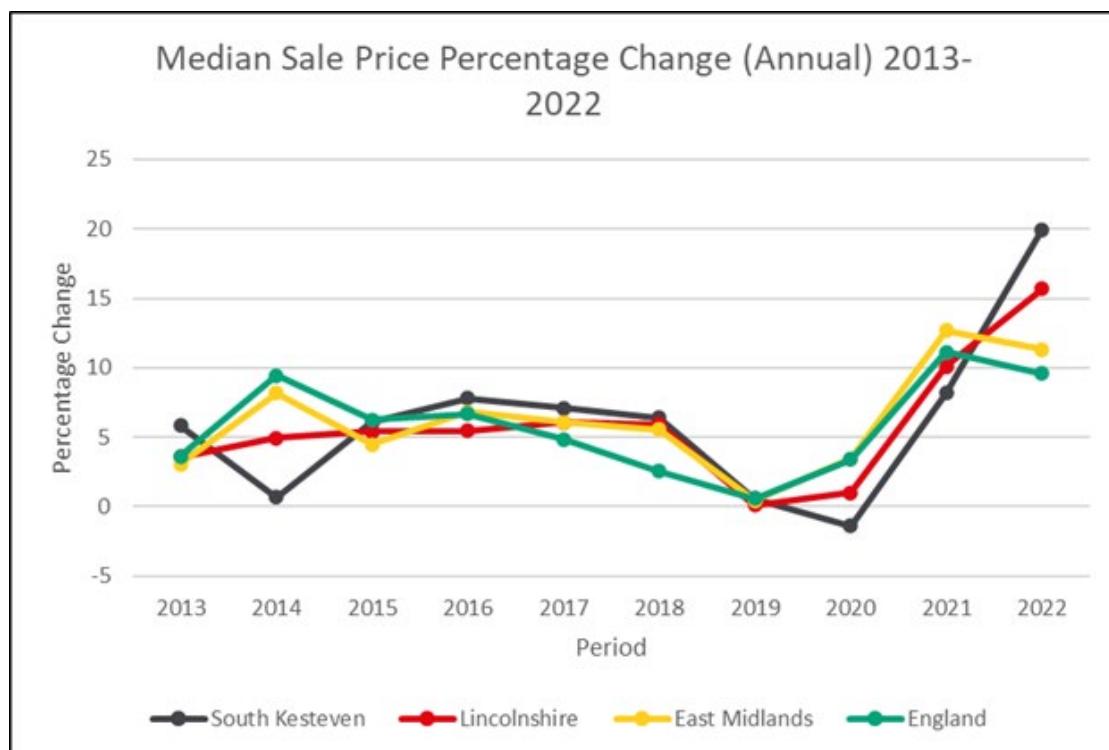


FIGURE VIII - ANNUAL HOUSE PRICE GROWTH, SOUTH KESTEVEN VS COMPARATORS 2013-2022,
SOURCE: UK HOUSE PRICE INDEX

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In recent years house prices have risen rapidly in the district. As of September 2022, the median house sale price was £283,613, a year ago the median sale price was £236,249. Whilst remaining below the England median price of £314,278, house prices have risen faster year on year in South Kesteven at 19.96%, than the national average of 9.57%. The wider region of the East Midlands and Lincolnshire have also experienced property booms, however in South Kesteven in median price and price growth have outstripped regional trends.⁴⁵ (Figure VIII)

The rise in house prices has impacted affordability. Over the past decade wage growth has not kept pace with asset price growth. In 2022, the median house price was 8.36 times the median annual gross full-time salary. A worse affordability ratio than the rest of Lincolnshire, the East Midlands and the national average. Despite house prices remaining lower than the national average, rapid asset growth, coupled with sluggish medium term earnings growth has left the district with a growing issue of housing affordability.⁴⁶

The Environment

The district's total territorial CO₂e emissions in 2020 were 948kt CO₂e. This equates to 6.6 tonnes per capita. South Kesteven's emissions per capita are above the East Midlands and England average. South Kesteven's emissions are lower than its Lincolnshire peers.⁴⁷

The relationship between economic output and emissions can be explored through the metric of emissions intensity. A reduction of emissions intensity may indicate a transition towards a greener and more sustainable economy. In 2020, the district's emissions intensity was 0.35 thousand tonnes of carbon per £ million of GVA. The intensity was the fourth highest in Lincolnshire and substantially higher than the national average of 0.15 thousand tonnes of carbon per £ million of GVA.⁴⁸ (Figure IX)

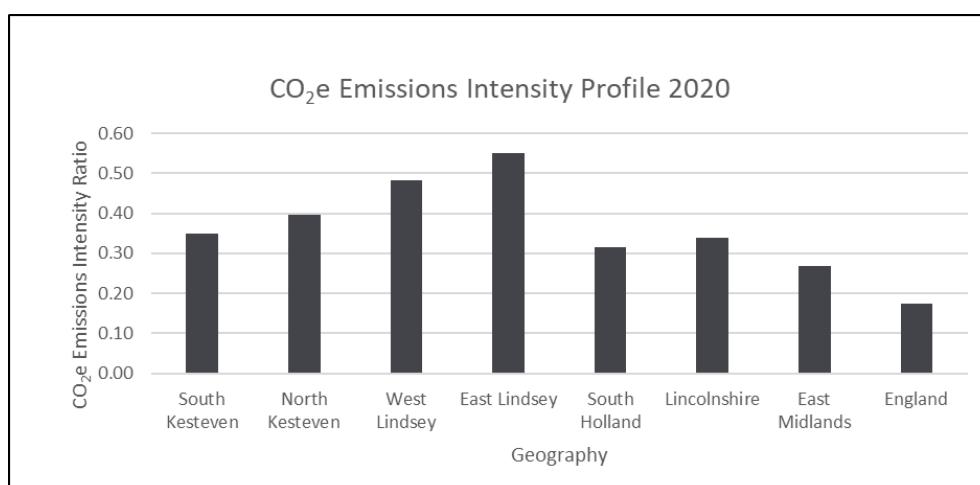


FIGURE IX - CO₂E EMISSIONS INTENSITY 2020, SOUTH KESTEVEN VS COMPARATORS,
SOURCE: OFFICE FOR NATIONAL STATISTICS AND DEPARTMENT FOR BUSINESS,
ENERGY & INDUSTRIAL STRATEGY

South Kesteven District Council State of the District Report 2023

References

¹ Office for National Statistics (ONS), released 02 November 2022, ONS website, statistical bulletin, [Population and household estimates, England and Wales: Census 2021, unrounded data](#)

² Office for National Statistics (ONS), released 24 March 2020, ONS website, dataset, Subnational population projections for England: 2018, [Subnational population projections for England - Office for National Statistics](#)

³ Office for National Statistics (ONS), released 19 January 2023, ONS website, dataset, Births in England and Wales: summary tables 2019 edition, [Births in England and Wales: summary tables - Office for National Statistics \(ons.gov.uk\)](#)

⁴ Office for National Statistics (ONS), released 30 January 2023, ONS website, Ward data, England and Wales: Census 2021, Sex (Electoral Ward, South Kesteven), [Ward data, England and Wales: Census 2021 - Office for National Statistics \(ons.gov.uk\)](#)

⁵ Office for Health Improvement & Disparities, Fingertips Public Health Data, Public Health Profiles: South Kesteven, Life expectancy at birth (male, 3 year range 2018-2020), [Public health profiles - OHID \(phe.org.uk\)](#)

⁶ Office for National Statistics (ONS), released 02 November 2022, ONS website, statistical bulletin, [Population and household estimates, England and Wales: Census 2021, unrounded data](#)

⁷ Office for National Statistics (ONS), released 29 November 2022, ONS website, statistical bulletin, [Ethnic group, England and Wales: Census 2021](#)

⁸ Office for National Statistics (ONS), released 29 November 2022, ONS website, statistical bulletin, [Language, England and Wales: Census 2021](#)

⁹ Office for National Statistics (ONS), released 02 November 2022, ONS website, statistical bulletin, [International migration, England and Wales: Census 2021](#)

¹⁰ Office for National Statistics (ONS), released 10 November 2022, ONS website, statistical bulletin, [UK armed forces veterans, England and Wales: Census 2021](#)

¹¹ Office for National Statistics (ONS), released 31 October 2022, ONS website, statistical bulletin, [Personal well-being in the UK: April 2021 to March 2022](#)

¹² Office for National Statistics (ONS), released 9 November 2022, ONS website, dataset, Health Index scores England, [Health Index scores, England - Office for National Statistics \(ons.gov.uk\)](#)

¹³ Office for Health Improvement & Disparities, Fingertips Public Health Data, Public Health Profiles: South Kesteven, Smoking prevalence in adults (18+) 2019/20, [Local Authority Health Profiles - OHID \(phe.org.uk\)](#)

¹⁴ Office for Health Improvement & Disparities, Fingertips Public Health Data, Public Health Profiles: South Kesteven, Percentage of adults (aged 18+) classified as overweight or obese 2020/21, [Local Authority Health Profiles - OHID \(phe.org.uk\)](#)

¹⁵ Sport England, Active Lives Online, Adult Data, [Active Lives | Home \(sportengland.org\)](#)

¹⁶ Sport England, Active Lives Online, Children & Young People Activity Data, [Active Lives | Home \(sportengland.org\)](#)

¹⁷ Office for Health Improvement & Disparities, Fingertips Public Health Data, Public Health Profiles: South Kesteven, Year 6: Prevalence of Obesity (including severe obesity) 2019/20, [Local Authority Health Profiles - OHID \(phe.org.uk\)](#)

¹⁸ Office for National Statistics (ONS), released 26 January 2023, ONS website, dataset, Recorded crime data by Community Safety Partnership area, year ending September 2022, [Recorded crime data by Community Safety Partnership area - Office for National Statistics \(ons.gov.uk\)](#)

¹⁹ Ministry of Housing, Communities and Local Government, National Statistics, released 26 September 2019, English indices of deprivation 2019, [English indices of deprivation 2019 - GOV.UK \(www.gov.uk\)](#)

²⁰ Department for Business, Energy and Industrial Strategy, released 28 April 2022, Sub-regional fuel poverty data 2022, [Sub-regional fuel poverty data 2022 - GOV.UK \(www.gov.uk\)](#)

²¹ Department for Work and Pensions, Official Statistics, released 31 March 2022, Children in low income families: local area statistics 2014 to 2021, [Children in low income families: local area statistics 2014 to 2021 - GOV.UK \(www.gov.uk\)](#)

²² Nomis, Labour Market Profile: South Kesteven, Labour Supply October 2021 – September 2022, [Labour Market Profile - Nomis - Official Census and Labour Market Statistics \(nomisweb.co.uk\)](#)

²³ Office for National Statistics (ONS), released 8 December 2022, ONS website, dataset, Distance travelled to work, [Distance travelled to work - Office for National Statistics \(ons.gov.uk\)](#)

²⁴ Office for National Statistics (ONS), released 8 December 2022, ONS website, dataset, Method used to travel to work, [Method used to travel to work - Office for National Statistics \(ons.gov.uk\)](#)

²⁵ Nomis, Labour Market Profile: South Kesteven, Economic Inactivity, October 2021 – September 2022, [Labour Market Profile - Nomis - Official Census and Labour Market Statistics \(nomisweb.co.uk\)](#)

²⁶ Nomis, Labour Market Profile: South Kesteven, Qualifications, January 2021 – December 2021, [Labour Market Profile - Nomis - Official Census and Labour Market Statistics \(nomisweb.co.uk\)](#)

²⁷ Office for National Statistics (ONS), released 28 September 2022, [ONS website](#), statistical bulletin, [UK business: activity, size and location: 2022](#)

²⁸ Office for National Statistics (ONS), released 30 May 2022, ONS website, dataset, Regional gross value added (balanced) by industry: local authorities by ITL1 region, [Regional gross value added \(balanced\) by industry: local authorities by ITL1 region - Office for National Statistics \(ons.gov.uk\)](#)

South Kesteven District Council State of the District Report 2023

²⁹ Nomis, Labour Market Profile: South Kesteven, Employee Jobs (2021), [Labour Market Profile - Nomis - Official Census and Labour Market Statistics \(nomisweb.co.uk\)](#) & Nomis, Business Register and Employment Survey, [Nomis - Official Census and Labour Market Statistics - Nomis - Official Census and Labour Market Statistics \(nomisweb.co.uk\)](#)

³⁰ Office for National Statistics (ONS), released 30 May 2022, ONS website, dataset, Regional gross value added (balanced) by industry: local authorities by ITL1 region, TLF East Midlands, [Regional gross value added \(balanced\) by industry: local authorities by ITL1 region - Office for National Statistics \(ons.gov.uk\)](#)

³¹ Office for National Statistics (ONS), released 06 July 2022, ONS website, dataset, Subregional productivity: labour productivity indices by local authority district, [Subregional productivity: labour productivity indices by local authority district - Office for National Statistics \(ons.gov.uk\)](#)

³² P Brandily, M Distefano, H Donnat, I Feld, H Overman and K Shah, Bridging the gap: What would it take to narrow the UK's productivity disparities?, The Resolution Foundation, June 2022, 11

³³ Office for National Statistics (ONS), released 30 May 2022, ONS website, dataset, Regional gross value added (balanced) by industry: local authorities by ITL1 region, [Regional gross value added \(balanced\) by industry: local authorities by ITL1 region - Office for National Statistics \(ons.gov.uk\)](#)

³⁴ Nomis, Labour Market Profile: South Kesteven, Earnings by place of residence, [Labour Market Profile - Nomis - Official Census and Labour Market Statistics \(nomisweb.co.uk\)](#)

³⁵ Ibid.

³⁶ Office for National Statistics (ONS), released 26 October 2022, ONS website, dataset, Earnings and hours worked, place of residence by local authority: ASHE Table 8, [Earnings and hours worked, place of residence by local authority: ASHE Table 8 - Office for National Statistics \(ons.gov.uk\)](#) & Office for National Statistics (ONS), released 15 February 2023, ONS website, statistical bulletin, [Consumer price inflation, UK - Office for National Statistics](#)

³⁷ Office for National Statistics (ONS), released 13 October 2022, ONS website, dataset, Regional gross disposable household income: local authorities by ITL1 region TLF East Midlands, [Regional gross disposable household income: local authorities by ITL1 region - Office for National Statistics \(ons.gov.uk\)](#)

³⁸ Valuation Office Agency, Official statistics, Council Tax: stock of properties, 2022, [Council Tax: stock of properties, 2022 - GOV.UK \(www.gov.uk\)](#)

³⁹ Office for National Statistics (ONS), released 06 January 2022, ONS website, dataset, Census 2021 Housing Tenure, [Tenure - Office for National Statistics \(ons.gov.uk\)](#)

⁴⁰ Office for National Statistics (ONS), released 05 January 2022, ONS website, dataset, Census 2021 Occupancy rating for bedrooms, [Occupancy rating for bedrooms - Office for National Statistics \(ons.gov.uk\)](#)

⁴¹ Department for Business, Energy & Industrial Strategy (BEIS), released 22 December 2022, Official Statistics, Sub-national estimates of properties not connected to the gas network, [Sub-national estimates of properties not connected to the gas network - GOV.UK \(www.gov.uk\)](#)

⁴² Office for National Statistics (ONS), released 25 October 2022, ONS website, dataset, Energy efficiency of Housing, England and Wales, local authority districts, [Energy efficiency of Housing, England and Wales, local authority districts - Office for National Statistics \(ons.gov.uk\)](#)

⁴³ South Kesteven District Council, Authority Monitoring Report, February 2021, 12, [Authority Monitoring Report 2020 2021 - Appendix 1.pdf \(southkesteven.gov.uk\)](#)

⁴⁴ Department for Levelling Up, Housing and Communities & Ministry of Housing, Communities and Local Government, statistical dataset, Live tables on housing supply: net additional dwellings Table 122, [Live tables on housing supply: net additional dwellings - GOV.UK \(www.gov.uk\)](#)

⁴⁵ UK House Price Index, House Price Statistics: South Kesteven for January 2008 to November 2022, [UK House Price Index \(data.gov.uk\)](#)

⁴⁶ UK House Price Index, House Price Statistics: South Kesteven for January 2008 to November 2022, [UK House Price Index \(data.gov.uk\)](#) & Office for National Statistics (ONS), released 26 October 2022, ONS website, statistical bulletin, [Employee earnings in the UK: 2022](#)

⁴⁷ Department for Business, Energy and Industrial Strategy, national statistics, released 30 June 2022, UK local authority and regional greenhouse gas emissions national statistics, 2005 to 2020, [UK local authority and regional greenhouse gas emissions national statistics, 2005 to 2020 - GOV.UK \(www.gov.uk\)](#)

⁴⁸ Department for Business, Energy and Industrial Strategy, national statistics, released 30 June 2022, UK local authority and regional greenhouse gas emissions national statistics, 2005 to 2020, [UK local authority and regional greenhouse gas emissions national statistics, 2005 to 2020 - GOV.UK \(www.gov.uk\)](#) & Office for National Statistics (ONS), released 30 May 2022, ONS website, dataset, Regional gross value added (balanced) by industry: local authorities by ITL1 region, TLF East Midlands, [Regional gross value added \(balanced\) by industry: local authorities by ITL1 region - Office for National Statistics \(ons.gov.uk\)](#)

Contact Details

Alternative formats are available on request:
audio, large print and Braille

South Kesteven District Council

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SOUTH
KESTEVEN
DISTRICT
COUNCIL



Cabinet

11 September 2023

Report of Councillor Rhea Raysia,
Cabinet Member for People and
Communities

Refreshed Corporate Values

Report Author

Fran Beckitt (Interim Head of HR)

 Fran.beckitt@southkesteven.gov.uk

Purpose of Report

To provide Cabinet with an update on the refresh of South Kesteven District Council's corporate values and the activity that has taken place to identify potential new values. The report seeks approval from Cabinet of the proposed new values, as recommended by Employment Committee.

Recommendations

That Cabinet approves the new Corporate Values of Trust, Empowerment, Accountability, Making a Difference, Supportive to All and Kindness.

Decision Information	
Is this a Key Decision?	No
Does the report contain any exempt or confidential information not for publication?	No
What are the relevant corporate priorities?	High performing Council
Which wards are impacted?	All

1. Implications

Taking into consideration implications relating to finance and procurement, legal and governance, risk and mitigation, health and safety, diversity and inclusion, safeguarding, staffing, community safety, mental health and wellbeing and the impact on the Council's declaration of a climate change emergency, the following implications have been identified:

Finance and Procurement

1.1 There are no financial implications arising from this report.

Completed by: Richard Wyles (Chief Finance Officer and Deputy Chief Executive)

Legal and Governance

1.2 The suggested values do not conflict with any legal obligations or current decision-making processes. The implementation of new corporate values may require a review and alignment of existing policies and procedures within the Council, e.g., codes of conduct.

Completed by: Mandy Braithwaite, Legal Executive

Diversity and Inclusion

1.3 The suggested values reinforce our commitment to diversity and inclusion by encompassing an inclusive and equitable environment, attracting and retaining diverse talent and building stronger connections with our community.

The process to establish the proposed values has included collaborating across the Council to encourage diverse perspectives and encourage active engagement in the changes.

Completed by: Fran Beckitt, Interim Head of HR

Mental Health and Emotional Wellbeing

- 1.4 Organisational values impact employees' and members' mental health and wellbeing as they set the tone for our culture and help create a unified direction for the workforce of what matters to the Council and our people. The proposed values support a culture of appreciation, psychological safety and self-care. These are all components of mentally healthy work cultures.

Completed by: Fran Beckitt, Interim Head of HR

2. Background to the Report

- 2.1 Proposed corporate values were discussed by Employment Committee on 29 June 2023. The Committee unanimously voted to recommend the proposed values to Cabinet.
- 2.2 Our current corporate values are: Accountability, Flexibility, Agility, Equity, Networking, Always learning and Talent. Feedback from colleagues and members highlighted that many are not aware of what our current values are and did not feel connected to them or feel they are a true reflection of our culture.
- 2.3 SKDC's values should be a fundamental part of our identity. They should be meaningful to our people and lay the foundation for what we care about most. They should be used in our attraction and recruitment so individuals starting with the Council are aligned to our values. They should provide the backbone of policies, strategy and ways of working.
- 2.4 On 24 September 2022, Employment Committee asked for the current values to be revised with feedback from employees and members. The committee asked for all members to be invited to workshops to discuss their views on values.

Approach taken to developing the new corporate values

- 2.5 We took an organisation-wide, employee and member led approach.
- 2.6 To start to develop the conversation about what values would be meaningful, the People Panel held group discussions covering:
 - A quiz on values at other organisations
 - What makes them proud to work for SKDC.
 - What is important to SKDC and what are our strengths as an organisation.
 - What is important to them at work.

2.7 The People Panel is made up of 25 colleagues from departments across the Council who give feedback on lots of topics that affect colleagues at work. The role of the group is to:

- Be a forum to get feedback and involvement on issues of strategic importance and decisions that will affect colleagues.
- Communicate with their teams to get opinions and views from across the Council.
- A forum for employees to raise issues of interest or concern affecting them at work.
- Provide an opportunity for representatives to get more involved in how the Council runs and develop their skills and knowledge.
- Aim to find solutions and collectively work around obstacles.

2.8 From this People Panel discussion, we picked out key themes and created a survey for individuals to vote on which values are most meaningful to them.

2.9 Following the session, the People Panel members took the discussion back to their teams to get input from as many employees as we could. They had a brief which provided positioning on why we are refreshing the values, questions to start a debate with their teams and then the online survey which asks employees to vote on values.

2.10 All Members were invited to attend one of two sessions held earlier this year which followed the same format outlined above and asked Councillors what they thought the corporate values should be.

2.11 A workshop also took place with the Senior Leadership Team in April 2023.

2.12 In total, more than 200 individuals have been involved in providing feedback on Corporate Values and this feedback has been consolidated into the proposed values.

2.13 The proposed values are:

- Trust
- Empowerment
- Accountability
- Making a Difference
- Supportive to All
- Kindness



2.14 Below is a summary of discussions on these proposed values from employees and Members:

#TeamSK as the acronym

- “They need to be memorable to resonate – having TeamSK as the acronym does this.”
- “TeamSK is itself an important value to us so should be included. It’s about working together and being one team to make a difference to our community.”

Trust

- “Trust is an important guiding principle in the Council’s operations and decision-making processes.”
- “Trust needs to be in every relationship – between employees, trust with management, trust between Officers and Members, and our residents trusting us.”
- “Trust is about integrity and ethics. It implies that we are all carrying out our roles with integrity, honesty and transparency. It’s about fostering a culture of honesty and openness.”

Empowerment

- “Having Empowerment” as a corporate value means SK is committed to creating an environment where employees are encouraged and supported to take initiative and contribute to the betterment of the community.”
- “This includes skills development, training and continuous learning so people are empowered to excel in their roles.”
- “We have a culture of collaboration and teamwork here but empowerment is encouraging everyone to share ideas, contribute to discussions and work together. Being inclusive is relevant here too – being a Council that values diverse perspectives.”

Accountability

- “Accountability is about being transparent in our actions and decisions, and recognising the impact we have.”
- “Providing clear information about the Council’s activities, policies and outcomes to residents. This allows for scrutiny on the Councils’ actions”
- “This implies taking ownership and ensuring that tasks are completed in a timely and effective manner.”

Making a Difference

- “Reflecting that the Council is driven by a purpose to create a positive impact and improve the lives of residents and the community of South Kesteven.”
- “Service excellence.”
- “Addressing the complex challenges we face with innovative solutions.”
- “Setting goals and measuring the impact our initiatives have. This is about working together too – to really make a difference it often requires collaboration and partnerships with local businesses and other organisations.”
- “Committing to sustainability initiatives and reducing environmental impact allowing the Council to actively make a positive difference to the District.”

Supportive to All

- “Putting the residents at the heart of everything we do.”
- “Being an inclusive Council with an inclusive culture that embraces and celebrates diversity.”
- “Having an environment where everyone feels respected, valued and supported.”

Kindness

- “Empathy and understanding of others.”
- “Actively listening to residents and employees to understand their perspectives, needs and concerns.”
- “Treating everyone with respect.”
- “Going the extra mile to help individuals.”
- “Positive and constructive communication.”

3. Key Considerations and reasons for recommendation

- 3.1 The proposed values combine feedback from the employee and member workshops.
- 3.2 A new set of values would form the basis of recruitment, policies and processes as a consistent focus on nurturing the desired culture.

4. Other Options Considered

- 4.1 Other popular options for proposed values included:

At #TeamSK:

- We care
- We're fair
- We make it happen

And:

- We're positive

- We trust
- We make a difference
- #TheTeamSKWay

4.2 The consensus was that the chosen proposed values encompassed SKDC most accurately and the acronym style made the values memorable.

5. Consultation

5.1 Over 200 employees and Members have been consulted with in the development of these new values.

The Trade Union have also been involved in giving their perspective and consulted with on the proposed new values.

6. Background Papers

6.1 'Refreshed Values' Employment Committee Report, 29.06.23

<https://moderngov.southkesteven.gov.uk/ieListDocuments.aspx?CId=638&MId=4492&Ver=4>

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SOUTH
KESTEVEN
DISTRICT
COUNCIL



Cabinet

Date 11 September 2023

Report of Councillor Richard Cleaver
The Leader of the Council

Key and Non-Key Decisions taken under delegated powers

Report Author

Lucy Bonshor, Democratic Officer

l.bonshor@southkesteven.gov.uk

Purpose of Report

This report provides an overview of decisions taken by individual Cabinet Members since the last meeting of the Cabinet on 11 July 2023.

Recommendations

That Cabinet:

1. Notes the content of this report.

Decision Information

Is this a Key Decision?	No
Does the report contain any exempt or confidential information not for publication?	No
What are the relevant corporate priorities?	High performing Council
Which wards are impacted?	All

1.1 Since the Cabinet last met on 11 July 2023, the following Key and Non-Key decisions have been taken under delegated authority:

1.1.1 **Lease Renewal - at 32 Broadgate Lane, Deeping St James, PE6 8NW**
Non-Key decision taken by the Leader of the Council on 5 July 2023.
Date decision effective: 15 July 2023.
The Decision Notice is attached at Appendix 1. The accompanying report can be viewed online at:
<http://moderngov.southkesteven.gov.uk/ieDecisionDetails.aspx?Id=1310>

1.1.2 **Acquisition of Land at Tissington Road, Hunters Gate, Grantham, NG31 7FP**
Non-Key decision taken by the Leader of the Council on 18 July 2023.
Date decision effective: 26 July 2023.
The Decision Notice is attached at Appendix 2. The accompanying report can be viewed online at:
<http://moderngov.southkesteven.gov.uk/ieDecisionDetails.aspx?Id=1311>

1.1.3 **South Kesteven Annual Position Statement**
Non-key decision taken by the Cabinet Member for Housing and Planning on 21 August 2023.
Date decision effective: 31 July 2023.
The Decision Notice is attached at Appendix 3. The accompanying report can be viewed online at:
<http://moderngov.southkesteven.gov.uk/ieDecisionDetails.aspx?Id=1312>

1.1.4 **Costs related to HRA development of 20 Units at Swinegate, Grantham**
Urgent Non-Key decision taken by the Cabinet Member for Housing and Planning
Date decision made and effective: 25 July 2023
The Decision Notice is attached at Appendix 4. The accompanying report can be viewed online at:
<https://moderngov.southkesteven.gov.uk/ieDecisionDetails.aspx?Id=1321>

1.1.5 **Acquisition of Open Space Land at Banks Crescent, Stamford**
Non-key decision taken by the Leader of the Council on 18 August 2023.
Date decision effective: 28 August 2023
The Decision Notice is attached at Appendix 5. The accompanying report can be viewed online at:
<https://moderngov.southkesteven.gov.uk/ieDecisionDetails.aspx?Id=1332>

- 1.2 Any decision made after the publication of the agenda will be reported at the next meeting of the Cabinet.

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CABINET MEMBER DECISION



SOUTH
KESTEVEN
DISTRICT
COUNCIL

Decision:

That approval is granted for a new lease at 32 Broadgate Lane, Deeping St James, PE6 8NW in line with the Heads of Terms enclosed as an Exempt Appendix 1 to the report.

(1) Details of Decision

To seek approval for the grant of a new lease for a ten-year period for 32 Broadgate Lane, Deeping St James, PE6 8NW.

(2) Considerations/Evidence

The building is occupied by the charity Sense, for whom the building was developed, where they provide specialist care for people with complex disabilities.

The tenant was granted a lease dated 12 July 1996, which expired on 12 June 2021. The tenant has remained in occupancy holding over since the expiry of the current lease, whilst new terms were negotiated.

During the period of the previous lease there has been no management issues arise and the Sense have proved to be a good tenant.

(3) Reasons for Decision:

Following discussion between the Council's managing agents and the tenant, the tenant has expressed that they wish to renew their lease but for a shorter period than the existing lease. The lack of any form of comparable evidence has led to a protracted period of negotiations.

The lease will be within the security of tenure provisions of Sections 24 – 28 of the Landlord and Tenant Act 1954.

As with the existing lease, the tenant will be responsible for all internal repairs, with the Council remaining responsible for all external and structural repairs. for the full repair, maintenance and decoration of the entire demise. The insurance is to be affected by the Landlord and recoverable from the tenant within the service charge. Rent and insurance are subject to VAT.

The lease will be subject to a break clause at the end of the fifth year of the term, on giving six months written notice and abiding by all terms of the break provisions.

The property has continued to generate revenue income for the Council and is not regarded as being surplus to requirements.

Should authority not be granted, the tenant could refer the matter to Court for settlement of terms or leave the premises, leaving the Council needing to find a new tenant for a specialist building.

Conflicts of Interest

(Any conflict of interest declared by any other Cabinet Member consulted in relation to the decision to be recorded).

None

Dispensations

(Any dispensation granted by the Monitoring Officer in respect of any declared conflict of interest to be noted).

None

Decision taken by:

Name: Councillor Richard Cleaver
Leader of the Council

Date of Decision: 07 July 2023

Date of Publication of Record of Decision: 07 July 2023

Date decision effective (i.e. 5 days after the date of publication of record of decision unless subject to call-in by the Chairman of an Overview and Scrutiny Committee or any 5 members of the Council from any political groups):

15 July 2023

CABINET MEMBER DECISION



SOUTH
KESTEVEN
DISTRICT
COUNCIL

Decision:

That approval is granted for the acquisition of open space land at Tissington Road, Hunters Gate, Grantham contained within Title Number LL260464. (Plan at Appendix One to the report).

(1) Details of Decision

To seek approval to the acquisition of open space land contained within Title Number LL260464 at Tissington Road, Hunters Gate, Grantham.

(2) Considerations/Evidence

The developer of the Hunters Gate development in Grantham, is obliged, under a Section 106 Agreement dated 22 April 2004 to transfer one acre of land, in a position to be agreed with the Council, as formal public open space.

The land in question, was developed by Westbury Homes, subsequently taken over by the current landowner Persimmon Homes plc.

The development has been completed and the land in question has been maintained by the Council for several years.

Following initial discussions with Persimmon, the Council have now been contacted by the company's legal team in order to move forward the formal transfer of the land. Persimmon have confirmed that they will cover the Council's reasonable legal fees in this matter.

The Section 106 Agreement contained provision for the developers to pay a commuted sum of £29,150 in respect of future maintenance of the land. The final sum will be subject to an indexation uplift.

(3) Reasons for Decision:

The recommendation is in line with the Council's legal and contractual obligations in this matter and the land is already maintained by the Council.

Conflicts of Interest

(Any conflict of interest declared by any other Cabinet Member consulted in relation to the decision to be recorded).

None

Dispensations

(Any dispensation granted by the Monitoring Officer in respect of any declared conflict of interest to be noted).

None

Decision taken by:

Name: Councillor Richard Cleaver
Leader of the Council

Date of Decision: 18 July 2023

Date of Publication of Record of Decision: 18 July 2023

Date decision effective (i.e. 5 days after the date of publication of record of decision unless subject to call-in by the Chairman of an Overview and Scrutiny Committee or any 5 members of the Council from any political groups):

26 July 2023

CABINET MEMBER DECISION



SOUTH
KESTEVEN
DISTRICT
COUNCIL

Decision:

That the Annual Position Statement and accompanying Engagement Statement is approved and authorisation is given for the Assistant Director of Planning to submit the Statement to the Planning Inspectorate by 31 July 2023 (immoveable deadline).

(1) Details of Decision

To seek agreement to submit an Annual Position Statement (APS) to the Planning Inspectorate (PINS), in a bid to confirm a five-year housing land supply for the next year.

(2) Considerations/Evidence

A key priority of the Corporate Plan is 'Housing that Meets the Needs of all Residents'. The Annual Position Statement seeks to demonstrate the Council has a 5-year supply of deliverable development land to meet the District's objectively assessed housing need.

National Planning Policy Guidance on Housing Supply and Delivery, produced by the (then) Ministry of Communities, Homes and Local Government, enables Councils that have successfully fixed its 5 year housing land supply through the Annual Position Statement, to seek to renew the supply the following year through submission of an Annual Position Statement (APS) to the Planning Inspectorate.

South Kesteven District Council has previously successfully confirmed three Annual Position Statements between 2020 and 2022.

The most recent Inspector's report for the 2022 Annual Position Statement confirmed the five year housing land supply for South Kesteven for 2022-2027. The examining Inspector reduced the supply submitted confirming the Council has a housing land supply equivalent to 5.2 years supply of deliverable sites for one year. The Council's 2022 Annual Position Statement remains in place until 31st October 2023.

As a result of a previous successful Annual Position Statement submission, a 2023 Annual Position Statement is a subsequent statement under the provisions of Paragraph 75 of the Framework and supporting guidance.

The 2023 Annual Position Statement and accompanying Statement of Engagement has been prepared in consultation with landowners, developers and stakeholders. The Annual Position Statement must be submitted to the Planning Inspectorate by 31 July 2023.

Two rounds of consultation have been undertaken whilst preparing the 2023 Annual Position Statement. The first sought deliverability information from the development industry and achieved a response rate of 68%. The second round of consultation on the draft Annual Position Statement included the development industry and stakeholders; a total of 237 individuals were contacted directly. The Annual Position Statement consultation was also published on a dedicated APS webpage on the Council's website, enabling any interested party to respond, including the public.

The Council received nine responses to the consultation on a draft Annual Position Statement.

- Seven respondents had no direct comment to make on the draft Annual Position Statement or Statement of Engagement
- One respondent supported the build out assumed for their site; and
- One respondent did not agree with the inclusion of a site within the housing land supply, however this site is not included in the first 5 years.

As a result, there have been no dispute to the delivery of sites within the 5 year housing land supply as set out in the Draft APS consultation.

The 2023 South Kesteven Annual Position Statement demonstrates a 5 year housing land supply of 6.1 years.

As seen in previous APS submissions, following submission to the Planning Inspectorate, the Council's housing land supply is subject to change.

However, this Annual Position Statement would be submitted without any dispute to the delivery of the sites within the 5 year housing land supply which is unprecedented, and gives confidence in the deliverability of the supply.

(3) **Reasons for Decision:**

Submission of the APS to PINS (option A) is the recommended approach because:

- The Council is confident that a 5 year housing land supply has been demonstrated, and there has been no dispute to the delivery of the sites within the 5 year supply;
- The Government's Planning Advisory Service has provided support and feedback on the methodology which has been considered whilst

preparing the APS.

- If approved by PINS, South Kesteven's 5 year housing land supply will be fixed for 1 year;
- If the APS is simply published on the Council's website (option B) but not submitted to PINS and approved, there is a risk that developers will challenge the Council's supply position more frequently in relation to speculative developments. This may prove costly to the Council especially if development proposals are subject to planning appeals.
- If the 2023 APS is approved by PINS, the Council will be eligible to submit an APS in 2024, and fix its 5 year housing land supply for another year. If an APS is not submitted this year, the Council will not be eligible to submit APSs or fix its 5 year housing land supply in subsequent years.

Conflicts of Interest

(Any conflict of interest declared by any other Cabinet Member consulted in relation to the decision to be recorded).

None

Dispensations

(Any dispensation granted by the Monitoring Officer in respect of any declared conflict of interest to be noted).

None

Decision taken by:

Name: Councillor Phil Dilks
Cabinet Member for Housing & Planning

Date of Decision: 21 July 2023

Date of Publication of Record of Decision: 21 July 2023

Date decision effective (i.e. 5 days after the date of publication of record of decision unless subject to call-in by the Chairman of an Overview and Scrutiny Committee or any 5 members of the Council from any political groups):

31 July 2023

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URGENT CABINET MEMBER DECISION



SOUTH
KESTEVEN
DISTRICT
COUNCIL

Decision:

That approval is granted for an additional budget of £190,000 from the HRA New Build Programme for the construction of the 20 units at Swinegate, Grantham.

(1) Details of Decision

To seek approval to increase the budget for the approved scheme for building 20 units at Swinegate, Grantham.

(2) Considerations/Evidence

Cabinet approved on the 7th March 2023 to enter into a contract with Lindums for £3,519,690.00.

In addition to the contract sum, it was further agreed that a delegation be put in place for the Chief Finance Officer (s151 Officer) to increase the price variation to the contract of no greater than 10% (in consultation with the Cabinet Member for Housing and Planning) due to the complexity of the new build and the associated price volatility.

The addition of the 10% variation means that the contract sum should not exceed £3,871,659. To respond to the rising costs associated with the delivery of the scheme, the delegation has been introduced to increase the budget.

However, the budget uplift has proven insufficient and Lindums have tendered the scheme and has provided a fixed-price cost of £4,034,866.17.

The cost increase has been for a number of reasons, but the main ones relate to inflation over the period of the contract, utilities and changes to the site configuration resulting from scheme complexities.

The difference in cost is therefore £163,207.17 but to allow a small contingency the recommendation is to seek approval for £190,000 be allocated to the project from the already approved HRA new build programme of £4.5m for this year to allow a contract to be entered into as soon as possible to secure the fixed costs.

(3) Reasons for Decision:

The Council has committed to delivering the 20 units and has an approved budget. To reduce the specification would mean compromising on some elements of the scheme which would be disappointing as this would impact the aesthetics of the development.

Conflicts of Interest

(Any conflict of interest declared by any other Cabinet Member consulted in relation to the decision to be recorded).

None

Dispensations

(Any dispensation granted by the Monitoring Officer in respect of any declared conflict of interest to be noted).

None

Decision taken by:

Name: Councillor Phil Dilks
Cabinet Member for Housing & Planning

Date of Decision: 25 July 2023

Date of Publication of Record of Decision: 25 July 2023

Date decision effective: 25 July 2023

As this is an urgent Non-Key Decision the call-in procedure does not apply.

CABINET MEMBER DECISION



SOUTH
KESTEVEN
DISTRICT
COUNCIL

Decision:

That approval is granted for the acquisition of open space land at Banks Crescent, Stamford. PE9 1FF

(1) Details of Decision

To seek approval for the acquisition of open space land adjacent to 36-50 Banks Crescent, Stamford, PE9 1FF

(2) Considerations/Evidence

The Council entered into an agreement with Stewart Milne Group Ltd. on 14 October 2009 in relation to land at Little Casterton Road, Stamford.

The land in question, formed a part of the Welland Park development. The current owner of the land is the East Midlands division of the publicly listed Vistry Group PLC.

The development has been completed for several years, during which time it has been maintained by Vistry Group.

The developer has now offered the site up to the Council for adoption. Following inspections by relevant experts within the Council, it has now been agreed that the developer has carried out all works necessary to leave the land in the correct condition for a transfer to take place.

The Section 106 Agreement did not contain a fixed sum for commuted sum but an amount of £5,000 has been agreed with the developer.

The developers have agreed to cover the Council's reasonable legal fees in this matter.

(3) Reasons for Decision:

The proposal is in line with the Council's legal and contractual obligations in this matter and the land is already maintained by the Council.

Conflicts of Interest

(Any conflict of interest declared by any other Cabinet Member consulted in relation to the decision to be recorded).

None

Dispensations

(Any dispensation granted by the Monitoring Officer in respect of any declared conflict of interest to be noted).

None

Decision taken by:

Name: Councillor Richard Cleaver
Leader of the Council

Date of Decision: 18 August 2023

Date of Publication of Record of Decision: 18 August 2023

Date decision effective (i.e. 5 days after the date of publication of record of decision unless subject to call-in by the Chairman of an Overview and Scrutiny Committee or any 5 members of the Council from any political groups):

28 August 2023



SOUTH
KESTEVEN
DISTRICT
COUNCIL



Cabinet

11 September 2023

Report of the Chief Executive

Cabinet Forward Plan

Report Author

Lucy Bonshor, Democratic Officer

 l.bonshor@southkesteven.gov.uk

Purpose of Report

This report highlights matters on the Cabinet's Forward Plan.

Recommendations

That Cabinet:

- 1. Notes the content of this report.**

Decision Information

Is this a Key Decision? No

Does the report contain any
exempt or confidential
information not for
publication?

What are the relevant
corporate priorities? High performing Council

Which wards are impacted? All

1. Cabinet's Forward Plan

- 1.1** The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 set out the minimum requirements for publicity in connection with Key Decisions. The Council meets these legislative requirements through the monthly publication of its Forward Plan.
- 1.2** Cabinet may also receive reports on which it is asked to make recommendations to Council or review the contents and take necessary action. These items are also listed on the Forward Plan.
- 1.3** To help Cabinet understand what issues will be put before it in the longer-term, items for consideration during the preceding year have been included in the Cabinet's Forward Plan. The Forward Plan also includes details of items scheduled for each of the Council meetings due to be held within the plan period.

2.0 Appendices

- 2.1** Appendix 1 – Cabinet's Forward Plan



CABINET FORWARD PLAN
Notice of decisions to be made by Cabinet
1 September 2023 to 31 August 2024

At its meetings, the Cabinet may make Key Decisions and Non-Key Decisions. It may also make recommendations to Council on matters relating to the Council's budget or its policy framework.

A Key Decision is a Cabinet decision that is likely:

1. To result in the District Council incurring expenditure which is, or the making of savings which are, significant having regard to the District Council's budget for the service or function to which the decision relates (for these purposes, South Kesteven District Council has agreed £200,000 as the threshold at which a decision will be considered significant); or
2. To be significant in terms of its effects on communities that live or work in an area comprising two or more wards.

The Forward Plan

The Cabinet Forward Plan is a rolling, 12-month plan that will be updated on a regular basis. It includes those Key Decisions and Non-Key Decisions that are scheduled to be considered by Cabinet during the plan period.

Notice of future Cabinet decisions and recommendations to Council

Summary	Date	Action	Contact
Comprehensive Masterplan for Local Plan allocation at Low Road, Barrowby - Key Decision			
To agree the comprehensive masterplan for the Local Plan residential site allocation at Low Road, Barrowby (Local Plan Ref: LV-H3) as per the requirements of criteria (a) of the Local Plan allocation policy.	11 Sep 2023	To approve the comprehensive masterplan.	Cabinet Member for Housing & Planning (Councillor Phil Dilks) Adam Murray, Principal Planning Officer E-mail: adam.murray@southkesteven.gov.uk
Contract Awards in relation to social landlord responsibilities - Key Decision			
This report is for the contract award for installation of new fire doors and associated safety works identified as part of the fire door inspection programme.	11 Sep 2023	To approve contract	Cabinet Member for Housing & Planning (Councillor Phil Dilks) Craig Spence, Acting Director of Housing E-mail: craig.spence@southkesteven.gov.uk
Proposals for the upgrading of District Council street lights to LED units - Key Decision			
To seek approval to accelerate upgrades of South Kesteven District Council's remaining stock of streetlights to energy efficient LED, using the budgetary reserves identified.	11 Sep 2023 (Cabinet) 28 Sep 2023 (Council)	To recommend to Council the approval of the project to accelerate upgrades of South Kesteven District Council's remaining stock of streetlights to energy efficient LED, using the budgetary reserves identified.	The Deputy Leader of the Council, Cabinet Member for Finance and Economic Development (Councillor Ashley Baxter) Serena Brown, Sustainability and Climate Change Officer E-mail: serena.brown@southkesteven.gov.uk

Summary	Date	Action	Contact
Proposed Replacement Depot Turnpike Close Grantham - Key Decision			
To consider recommending to Council a budget for constructing a new depot	11 Sep 2023 (Cabinet) 28 Sep 2023 (Council)	To make a recommendation to Council in respect of a budget for constructing a new depot	The Deputy Leader of the Council, Cabinet Member for Finance and Economic Development (Councillor Ashley Baxter) Debbie Roberts, Head of Corporate Projects, Policy and Performance E-mail: Debbie.Roberts@southkesteven.gov.uk
Housing Revenue Account Acquisitions Capital Budget - Key Decision			
To seek to increase the Housing Revenue Account (HRA) Acquisitions budget so that there is sufficient money to buy affordable homes in the District to meet the needs of our residents.	11 Sep 2023 (Cabinet) 28 Sep 2023 (Council)	To recommend to Council the approval of the increased budget.	Cabinet Member for Housing & Planning (Councillor Phil Dilks) Debbie Roberts, Head of Corporate Projects, Policy and Performance E-mail: Debbie.Roberts@southkesteven.gov.uk
Control Room Relocation – Non Key Decision			
To consider the relocation of the Council's CCTV network.	11 Sep 2023	To approve the upgrade.	Cabinet Member for People & Communities (Councillor Rhea Rayside) Alison Hall-Wright, Assistant Director of Finance and Deputy Section 151 Officer E-mail: alison.hall-wright@southkesteven.gov.uk

Summary	Date	Action	Contact
Refreshed Corporate Values – Non Key Decision			
Following consultation with employees and Members, this report proposes new Corporate Values for the Council in line with a recommendation made by Employment Committee.	11 Sep 2023	To approve the refreshed Corporate Values	Cabinet Member for People & Communities (Councillor Rhea Rayside) Fran Beckitt, Interim Head of HR E-mail: fran.beckitt@southkesteven.gov.uk
State of the District 2023 – Non Key Decision			
First annual review of the performance of South Kesteven against Strategic Socio-Economic Indicators (SSEIs).	11 Sep 2023	To seek approval for the publication of the State of the District report 2023.	Leader of the Council (Councillor Richard Cleaver) Charles James, Policy Officer E-mail: Charles.james@southkesteven.gov.uk
Health Cash Plan – Non Key Decision			
Proposed introduction of a Health Cash Plan for employees of the Council – a report to be considered by Employment Committee.	10 Oct 2023	To seek approval for the Plan should a recommendation from Employment Committee be forthcoming.	Cabinet Member for People & Communities (Councillor Rhea Rayside) Fran Beckitt, Interim Head of HR E-mail: fran.beckitt@southkesteven.gov.uk

Summary	Date	Action	Contact
Rent and Service Charges Policy – Non Key Decision			
The policy outlines how the Council will calculate and charge rent and service charges for the housing stock that it owns and has responsibility to manage and maintain. The Council is required by law to carry out a review of council service charges from time to time and to ensure the Housing Revenue Account (HRA) does not fall into a deficit position. The rent level determines the income to the Housing Revenue Account that drives the HRA Business Plan.	10 Oct 2023	To approve the policy	Cabinet Member for Housing & Planning (Councillor Phil Dilks) Celia Bown, Senior Housing and Policy Strategy Officer E-mail: c.bown@southkesteven.gov.uk
Managed Stores Contract - Key Decision			
The supply of parts and sundries for all of the Council's vehicle fleet.	10 Oct 2023	To approve the contract	The Deputy Leader of the Council, Cabinet Member for Finance and Economic Development (Councillor Ashley Baxter) George Chase, Waste and Recycling Manager E-mail: george.chase@southkesteven.gov.uk
HRA Business Plan and Asset Management Strategy 2021-2026 - Key Decision			
To consider the strategy	10 Oct 2023	To adopt a Housing Asset management Strategy	Cabinet Member for Housing & Planning (Councillor Phil Dilks) Craig Spence, Acting Director of Housing E-mail: craig.spence@southkesteven.gov.uk

Summary	Date	Action	Contact
Contract Awards in relation to social landlord responsibilities - Key Decision			
To seek approval of contract.	10 Oct 2023	To approve contract	Cabinet Member for Housing & Planning (Councillor Phil Dilks) Craig Spence, Acting Director of Housing E-mail: craig.spence@southkesteven.gov.uk
Review of Public Space Protection Orders - Key Decision			
To consider the existing Public Space Protection Orders in force across the district	10 Oct 2023	To review the existing Public Space Protection Orders in force across the district	Cabinet Member for People & Communities (Councillor Rhea Rayside) Ayeisha Kirkham, Public Protection Manager E-mail: ayeisha.kirkham@southkesteven.gov.uk
Apex Asset Management System - Key Decision			
To agree the upgrade and implementation to our current Asset Management System Apex, this shall ensure that we can make effective data led decisions in relation to future investment programmes.	10 Oct 2023	To confirm approval of upgrade.	Cabinet Member for Housing & Planning (Councillor Phil Dilks) Craig Spence, Acting Director of Housing E-mail: craig.spence@southkesteven.gov.uk
Budget Monitoring Report Period 4 Forecast – Non Key Decision			
Financial budget monitoring and forecasting for Period 4, April to July 2023.	10 Oct 2023	To note the report and make any recommendations as necessary to the Finance and Economic Overview and Scrutiny Committee.	The Deputy Leader of the Council, Cabinet Member for Finance and Economic Development (Councillor Ashley Baxter) Alison Hall-Wright, Assistant Director of Finance (Deputy Section 151 Officer) E-mail: A.Hall-Wright@southkesteven.gov.uk

Summary	Date	Action	Contact
Proposed Development brief for Land at Stamford North – Key Decision			
To consider the proposed development brief for land at Stamford North prior to consultation.	7 Nov 2023	To approve the draft Supplementary Planning Document in respect of land at Stamford North for consultation.	Cabinet Member for Housing & Planning (Councillor Phil Dilks) Nicola McCoy-Brown, Director of Growth and Culture (Deputy Monitoring Officer) E-mail: Nicola.McCoy-Brown@southkesteven.gov.uk
Housing Repairs Policy – Non Key Decision			
To review the current Housing Repairs Policy and make any required changes.	7 Nov 2023	To approve any changes required.	Cabinet Member for Housing & Planning (Councillor Phil Dilks) Craig Spence, Acting Director of Housing E-mail: craig.spence@southkesteven.gov.uk
Contract Awards in relation to social landlord responsibilities - Key Decision			
To seek approval of contract.	7 Nov 2023	To approve contract	Cabinet Member for Housing & Planning (Councillor Phil Dilks) Craig Spence, Acting Director of Housing E-mail: craig.spence@southkesteven.gov.uk
Contract Awards in relation to social landlord responsibilities - Key Decision			
To seek approval of contract	5 Dec 2023	To approve contract.	Cabinet Member for Housing & Planning (Councillor Phil Dilks) Craig Spence, Acting Director of Housing E-mail: craig.spence@southkesteven.gov.uk

Summary	Date	Action	Contact
Budget Monitoring Quarter 2 Forecast – Non Key Decision			
Financial budget monitoring and forecasts for period 2 of 2023/2024.	5 Dec 2023	To note the report and make any recommendations as necessary to the Finance and Economic Overview and Scrutiny Committee.	The Deputy Leader of the Council, Cabinet Member for Finance and Economic Development (Councillor Ashley Baxter) Alison Hall-Wright, Assistant Director of Finance (Deputy Section 151 Officer) E-mail: A.Hall-Wright@southkesteven.gov.uk
Local Council Tax Support Scheme - Key Decision			
To consider the Council's Local Council Tax Support Scheme for the 2024/2025 financial year.	5 Dec 2023	To recommend the scheme to Full Council.	The Deputy Leader of the Council, Cabinet Member for Finance and Economic Development (Councillor Ashley Baxter) Richard Wyles, Chief Finance Officer and Deputy Chief Executive (Section 151 Officer) E-mail: r.wyles@southkesteven.gov.uk
Council Tax Base 2024/2025 - Key Decision			
To determine the Council Tax Base to form the basis of the 2023/2024 budget proposals to be recommended to Council.	5 Dec 2023	To recommend the Council Tax Base to Full Council.	The Deputy Leader of the Council, Cabinet Member for Finance and Economic Development (Councillor Ashley Baxter) Richard Wyles, Chief Finance Officer and Deputy Chief Executive (Section 151 Officer) E-mail: r.wyles@southkesteven.gov.uk

Summary	Date	Action	Contact
Corporate Plan - Key Decision			
To adopt a refreshed Corporate Plan and Corporate Priorities for the Council. The Corporate Priorities were recommended by the Employment Committee meeting held in June 2023.	18 Jan 2024 (Cabinet) 25 Jan 2024 (Council)	To recommend the adoption of the Plan to Full Council.	Leader of the Council (Councillor Richard Cleaver) Debbie Roberts, Head of Corporate Projects, Policy and Performance E-mail: Debbie.Roberts@southkesteven.gov.uk
Contract Awards in relation to social landlord responsibilities - Key Decision			
To seek contract approval.	18 Jan 2024	To approve contract.	Cabinet Member for Housing & Planning (Councillor Phil Dilks) Craig Spence, Acting Director of Housing E-mail: craig.spence@southkesteven.gov.uk
Draft Budget Proposals for 2024/2025 - Key Decision			
To consider the draft budget proposals for 2024/2025	18 Jan 2024	To consider the proposals and take into account any recommendation from the Budget Scrutiny Committee.	The Deputy Leader of the Council, Cabinet Member for Finance and Economic Development (Councillor Ashley Baxter) Richard Wyles, Chief Finance Officer and Deputy Chief Executive (Section 151 Officer) E-mail: r.wyles@southkesteven.gov.uk
Contract Awards in relation to social landlord responsibilities - Key Decision			
To seek contract approval.	6 Feb 2024	To approve contract.	Cabinet Member for Housing & Planning (Councillor Phil Dilks) Craig Spence, Acting Director of Housing E-mail: craig.spence@southkesteven.gov.uk

Summary	Date	Action	Contact
Budget Monitoring Quarter 3 Forecast – Non Key Decision			
Financial budget monitoring and forecasting for period 3 in 2023/2024.	6 Feb 2024	To note the report and make any recommendations as necessary to the Finance and Economic Overview and Scrutiny Committee.	The Deputy Leader of the Council, Cabinet Member for Finance and Economic Development (Councillor Ashley Baxter) Alison Hall-Wright, Assistant Director of Finance (Deputy Section 151 Officer) E-mail: A.Hall-Wright@southkesteven.gov.uk
Budget Proposals for 2024/2025 and Indicative Budgets for 2025/2026 and 2026/2027 - Key Decision			
To consider the proposed budget for 2024/2025	6 Feb 2024	To recommend a Budget to Full Council on 29 February 2024.	The Deputy Leader of the Council, Cabinet Member for Finance and Economic Development (Councillor Ashley Baxter) Richard Wyles, Chief Finance Officer and Deputy Chief Executive (Section 151 Officer) E-mail: r.wyles@southkesteven.gov.uk
Contract Awards in relation to social landlord responsibilities - Key Decision			
To seek contract approval.	12 Mar 2024	To approve contract.	Cabinet Member for Housing & Planning (Councillor Phil Dilks) Craig Spence, Acting Director of Housing E-mail: craig.spence@southkesteven.gov.uk