

# Cabinet

**Wednesday 22 January 2020**

**3.00 pm Council chamber, Shire Hall**



To: The Members of the Cabinet

CLr M Chilcott (Vice-Chair), CLr D Fothergill (Chairman), CLr D Hall, CLr D Huxtable, CLr C Lawrence, CLr F Nicholson, CLr F Purbrick and CLr J Woodman

All Somerset County Council Members are invited to attend meetings of the Cabinet and Scrutiny Committees.

Issued By Scott Wooldridge, Strategic Manager - Governance and Risk and Monitoring Officer - 14 January 2020

For further information about the meeting, please contact Michael Bryant or Scott Wooldridge or 01823 357628 [democraticservices@somerset.gov.uk](mailto:democraticservices@somerset.gov.uk)

Guidance about procedures at the meeting follows the printed agenda.

This meeting will be open to the public and press, subject to the passing of any resolution under Regulation 4 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012.

This agenda and the attached reports and background papers are available on request prior to the meeting in large print, Braille, audio tape & disc and can be translated into different languages. They can also be accessed via the council's website on [www.somerset.gov.uk/agendasandpapers](http://www.somerset.gov.uk/agendasandpapers)



**RNID typetalk**

**“Are you considering how your conversation today and the actions you propose to take contribute towards making Somerset Carbon Neutral by 2030?”**

# AGENDA

Item Cabinet - 3.00 pm Wednesday 22 January 2020

**\*\* Public Guidance notes contained in agenda annexe \*\***

1 **Apologies for Absence**

2 **Declarations of Interest**

Details of Cabinet Member interests in District, Town and Parish Councils will be displayed in the meeting room. The Statutory Register of Member's Interests can be inspected via the Community Governance team.

3 **Minutes from the meeting held on 18 December 2019** (Pages 7 - 14)

4 **Public Question Time**

The Chair will allow members of the public to present a petition on any matter within the Cabinet's remit. Questions or statements about any matter on the agenda for this meeting may be taken at the time when each matter is considered.

5 **Somerset Waste Partnership Draft Business Plan 2020-2025, Draft 2020-21 Budget and Changes to the Inter-Authority Agreement** (Pages 15 - 112)

To consider this report

6 **Admission Arrangements for Voluntary Controlled Schools for 2021/22** (Pages 113 - 174)

To consider this report

7 **Annual Report of the Director of Public Health** (Pages 175 - 208)

To consider this report

8 **Revenue Budget Monitoring - Month 8** (Pages 209 - 230)

To consider this report

9 **Any other urgent items of business**

The Chair may raise any items of urgent business.

**1 Inspection of Papers or Statutory Register of Member's Interests**

Any person wishing to inspect reports or the background papers for any item on the agenda or inspect the Register of Member's Interests should contact the Committee Administrator on 01823 357628 or [democraticservices@somerset.gov.uk](mailto:democraticservices@somerset.gov.uk)

**2 Notes of the Meeting**

Details of the issues discussed and decisions taken at the meeting will be set out in the Minutes, which the committee or board will be asked to approve as a correct record at its next meeting. In the meantime, details of the decisions taken can be obtained from the Committee Administrator.

**3 Members' Code of Conduct Requirements**

When considering the declaration of interests and their actions as a councillor, Members are reminded of the requirements of the Members' Code of Conduct and the underpinning Principles of Public Life: HONESTY; INTEGRITY; SELFLESSNESS; OBJECTIVITY; ACCOUNTABILITY; OPENNESS; LEADERSHIP. The Code of Conduct can be viewed at: <http://www.somerset.gov.uk/organisation/key-documents/the-councils-constitution/>

**Public Question Time**

**4**

At the Chair's invitation you may ask questions and/or make statements or comments about **any matter on the Committees / Boards agenda**. You may also present a petition on any matter within the Committee / Boards remit. **The length of public question time will be no more than 30 minutes in total.**

A slot for Public Question Time is set aside near the beginning of the meeting, after the minutes of the previous meeting have been signed. However, questions or statements about any matter on the agenda for this meeting may be taken at the time when each matter is considered.

**If you wish to speak at the meeting or submit a petition then you will need to submit your statement or question in writing to the Committee Administrator by 5.00pm three clear working days before the meeting.** You can send an email to [democraticservices@somerset.gov.uk](mailto:democraticservices@somerset.gov.uk) or send post to Democratic Services, County Hall, Taunton, TA1 4DY.

You must direct your questions and comments through the Chair. You may not take direct part in the debate.

The Monitoring Officer has the discretion to reject any question /statement/petition that is not in accordance with Council policy.

**Remember that the amount of time you speak will be restricted normally to three minutes.**

## **5 Hearing Aid Loop System**

To assist hearing aid users, the meeting room has an infra-red audio transmission system. This works in conjunction with a hearing aid in the T position, but we also need to provide you with a small personal receiver. Please request one from the Committee Administrator and return at the end of the meeting.

## **6 Emergency Evacuation Procedure**

In the event of the fire alarm sounding, members of the public are requested to leave the building via the signposted emergency exit, and proceed to the collection area outside Shire Hall.

## **7 Cabinet Forward Plan**

The latest published version of the Forward Plan is available for public inspection at County Hall or on the County Council web site at:

<http://www.somerset.gov.uk/irj/public/council/futureplans/futureplan?rid=/guid/505e09a3-cd9b-2c10-89a0-b262ef879920>.

## **8 Excluding the Press and Public for part of the meeting**

There may occasionally be items on the agenda that cannot be debated in public for legal reasons (such as those involving confidential and exempt information) and these will be highlighted in the Forward Plan. In those circumstances, the public and press will be asked to leave the room while the committee/board goes into Private Session.

## **9 Recording of meetings**

The Council supports the principles of openness and transparency, it allows filming, recording and taking photographs at its meetings that are open to the public providing it is done in a non-disruptive manner. Members of the public may use Facebook and Twitter or other forms of social media to report on proceedings and a designated area will be provided for anyone who wishing to film part or all of the proceedings. No filming or recording will take place when the press and public are excluded for that part of the meeting. As a matter of courtesy to the public, anyone wishing to film or record proceedings is asked to provide reasonable notice to the Committee Administrator so that the relevant Chair can inform those present at the start of the meeting.

We would ask that, as far as possible, members of the public aren't filmed unless they are playing an active role such as speaking within a meeting and there may be occasions when speaking members of the public request not to be filmed.

The Council will be undertaking audio recording of some of its meetings in County Hall

as part of its investigation into a business case for the recording and potential webcasting of meetings in the future.

A copy of the Council's Recording of Meetings Protocol should be on display at the meeting for inspection, alternatively contact the Committee Administrator for the meeting in advance.

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**THE CABINET**

Minutes of a Meeting of the Cabinet held in the JMR, The Deane House, Taunton at 10.00am on Wednesday 18th December 2019

**PRESENT**

Cllr D Fothergill (in the Chair)

Cllr M Chilcott

Cllr D Hall

Cllr D Huxtable

Cllr C Lawrence

Cllr F Nicholson

Cllr F Purbrick

Cllr J Woodman

Junior Cabinet members:

Cllr G Fraschini

**Other Members present:** Cllr A Groskop, Cllr M Keating, Cllr L Leyshon, Cllr T Munt, Cllr A Wedderkopp

**Apologies for absence:** Cllr M Pullin

234 **Declarations of Interest** – agenda item 2

Members of the Cabinet declared the following personal interests in their capacity as a Member of a District, City/Town or Parish Council:

Cllr J Woodman – Sedgemoor District Council

235 **Minutes of the meeting of the Cabinet held on 13<sup>th</sup> November 2019** - agenda item 3

The Cabinet agreed the minutes and the Chair signed these as a correct record of the proceedings.

236 **Public Question Time (PQT)** – agenda item 4

The Committee heard from Mr John Hassell speaking on behalf of Mr David Redgewell who raised a number of points regarding the Climate Change Emergency and the connection with public transport.

The Leader of the Council, Cllr David Fothergill, requested that the Council's best wishes are passed to Mr Redgewell.

The Cabinet Member for Economic Development, Planning and Community

Infrastructure responded to the points raised, noting: the evidence-based approach being adopted by the Council; and reviewing the role public transport can make to reducing carbon emissions.

The Committee heard from Mr Nigel Behan who raised a number of questions regarding: the Climate Change Emergency Framework and the Medium Term Financial Plan Strategy.

The Cabinet Member for Economic Development, Planning and Community Infrastructure, Cllr David Hall and the Cabinet Member for Resources, Cllr Mandy Chilcott responded to the points raised, noting: the social value procurement framework which is currently being drafted; and levels of earmarked reserves.

237 **Climate Emergency Framework** – agenda item 5

The Cabinet Member for Economic Development, Planning and Community Infrastructure, Cllr David Hall, introduced the report, noting: the importance of fully considering the Council's role; that Somerset County Council cannot solve the emergency alone; the importance of consultation; and the importance of ensuring resources are utilised to the maximum effect.

The Economic and Community Infrastructure Commissioning Director, Michele Cusack added to the points raised by Cllr Hall, highlighting: the importance of the consultation process; the importance of consultation including businesses and young people; the proposed timescales for the completion of the strategy; and the role of the County and District Councils.

The Cabinet proceeded to debate the report and invited comments from other members present. Points raised included: the Council's roadshow bus; the role of the Youth Parliament; links to the Improving Lives Strategy; and engagement with Parish Councils.

The Leader of the Council, Cllr David Fothergill, highlighted the recommendations as detailed in the report

**Following consideration of the officer report and discussion the Cabinet approved:**

- 1. Endorsed the draft Climate Emergency Framework document for consultation and the approach to its delivery through the workstreams**
- 2. Endorsed the timeline for development of the full Climate Emergency Strategy**
- 3. Endorsed the proposed consultation activities**
- 4. Notes the risks in**



**item 7 below and the challenges to delivery in section 6 of the Framework document.**

ALTERNATIVE OPTIONS CONSIDERED: As set out in the officer report

REASON FOR DECISION: As set out in the officer report

238 **Review of the Councils Scrutiny Function** - agenda item 6

The Leader of the Council, Cllr David Fothergill introduced the report and highlighted: the importance of effective scrutiny; joint scrutiny including the Police and Crime Panel, Joint Waste Scrutiny Panel, and the Somerset Rivers Authority Scrutiny Panel; the Centre for Public Scrutiny report; and that the Council's three Scrutiny Committees had been consulted and supported the recommendations.

The Council's Monitoring Officer, Scott Wooldridge, added to the points raised by Cllr Fothergill, highlighting: the cultural programme of change required; the additional support requirements; looking for best practice elsewhere; training requirements; and officer support.

The Cabinet proceeded to debate the report and invited comments from other members present. Points raised included: the availability of bespoke training; the importance of ensuring training is undertaken by all members; the importance of Scrutiny; pre-scrutiny work; officer support requirements; mandatory training; and the cultural transformation required.

The Monitoring Officer, Scott Wooldridge, responded to the points raised, noting: the Centre for Public Scrutiny offer training; and recognition of the importance of appropriate levels of officer support.

The Leader of the Council, Cllr David Fothergill noted the importance transforming Scrutiny within the Council and highlighted the recommendations as detailed in the officer report.

**Following consideration of the officer report and discussion the Cabinet recommended to Full Council:**

- 1. that the Council agrees to implement a transformation and improvements to its scrutiny arrangements by March 2021, including the provision of additional resources in the Democratic Services Team and members training budgets to deliver the**

- enhanced scrutiny arrangements;**
- 2. the approval of 10 of the 11 recommendations within the Centre for Public Scrutiny's 'Supporting governance, scrutiny and member support in Somerset County Council' report as detailed on pages 9 and 10 of Appendix A and for these to be implemented by March 2021. In line with Scrutiny recommendations, the Cabinet is asked to endorse an alteration to Recommendation 6 within the CfPS report and recommend that the number of agenda items is limited to an absolute maximum of 4, rather than the 2 as currently recommended;**
  - 3. approval to the 11 recommendations within the Centre for Public Scrutiny's 'Supporting governance, scrutiny and member support in Somerset County Council' report as detailed on pages 9 and 10 of Appendix A and for these to be implemented by March 2021;**
  - 4. that it receives a progress report on the improvements and review of scrutiny arrangements by November 2020.**

ALTERNATIVE OPTIONS CONSIDERED: As set out in the officer report

REASON FOR DECISION: As set out in the officer report

239 **Medium Term Financial Plan (2020 – 2023) Strategy** – agenda item 7

The Cabinet Member for Resources, Cllr Mandy Chilcott introduced the report, noting: the long-term approach being adopted; a focus on forward planning; the journey of financial recovery; the sustained effort required; the heightened level of transparency; increased engagement including all member briefings; the fair funding review; the business rate review; Governments consideration of Council Tax precept changes; that budget details would be brought to the January Scrutiny Committees; the increased levels of reserves; the modest shortfall in future budget projections; and that there were no new savings proposals were being brought forward.

The Interim Finance Director, Sheila Collins added to the points raised by Cllr Chilcott, noting: the publication of CIPFA financial resilience guidance; the increase in the levels of reserves held by the Council; and that growth in the Council tax base remained unknown.

The Cabinet proceeded to debate the report and invited comments from other members present. Points raised included: the general election; the importance talking to central government; the importance of guaranteed funding; the importance of maintaining the focus on the South West; ensuring the South Wests' voice is strong enough to challenge the north of England; ensuring the region speaks with a single voice; and the difficult financial decisions which the Council took in September 2018.

The Leader of the Council, Cllr David Fothergill, noted the small budget gaps for years 2 and 3, and proceeded to highlight the recommendations as detailed in the officer report.

**Following consideration of the officer report and discussion the Cabinet:**

- 1. Recognised the strengths of this financial strategy for Improving the Lives of Residents in Somerset.**
- 2. Approved the Medium-Term Financial Strategy as a basis for developing the revenue and capital budgets for the next three years (2020-23) for consultation with businesses and Scrutiny Committees in January / February 2020 ahead of consideration by Cabinet and Full Council in February 2020.**
- 3. Endorsed the proposed improvement to long term financial resilience and sustainability achieved through this strategy.**
- 4. Recognised that more could be done if Government allocated more funding on a fairer basis according to rising needs, and therefore endorse further lobbying of Government for:**
  - a. the new Social Care Grant funding (£1bn nationally) to become permanent;**
  - b. delivering a multi-year Comprehensive Spending Review (CSR) that recognises rising service needs and removes the currently uncertainty for Government funding beyond 2020/21, and;**
  - c. the necessary additional resources and flexibilities that are likely to be required to support the delivery of Somerset's Climate Emergency Strategy priorities in due course.**

ALTERNATIVE OPTIONS CONSIDERED: As set out in the officer report

REASON FOR DECISION: As set out in the officer report.

240 **Investment Strategy** – agenda item 8

The Cabinet Member for Resources, Cllr Mandy Chilcott introduced the report, noting: the report outlines options for investments and potential additional income; building long term cash investments; strategic investments; a diversified portfolio; and ensuring the maximum value from assets including potential sale values and income streams.

The Interim Finance Manager, Sheila Collins added to the points raised by Cllr Chilcott noting: £6m of strategic investments; making decisions over a period of time to mitigate market volatility; and changes in PWLB loan rate changes resulting in more marginal financial gains.

The Cabinet proceeded to debate the report and invited comments from other members present. Points raised included: the importance of updating or disposing of property assets.

The Leader of the Council, Cllr David Fothergill noted: the importance of not exposing the Council to the commercial market and the importance of considering the Council's current property assets including County Hall C Block. Cllr Fothergill proceed to highlight the recommendations as detailed in the officer report.

**Following consideration of the officer report and discussion the Cabined endorsed and recommended that Full Council agrees to:**

- 1. Build on its current Treasury Management investment activities to generate higher returns, protect against inflationary risks, sustaining a prudent balance of risk and reward.**
- 2. Pro-actively consider options for further investing in existing Council owned property to optimise the value from these assets.**
- 3. Consider other investment opportunities that may arise from time to time subject to appropriate due diligence and governance arrangements being in place.**

ALTERNATIVE OPTIONS CONSIDERED: As set out in the officer report

REASON FOR DECISION: As set out in the officer report

241 **Management of Risk Pathway documents: Strategy, Policy and Process**  
– agenda item 9

The Cabinet Member for Resources, Cllr Mandy Chilcott introduced the report, noting: the suite of documents are used to systematically manage risk; only minor changes have been made to the documents; and the importance of good governance.

The Cabinet proceeded to debate the report and invited comments from other members present. Points raised included: the role of the Audit Committee; and ensuring appropriate resources are available.

In response to one of the points raised, the Chief Executive, Patrick Flaherty noted: the role of mitigatory work; and that sufficient resources were available.

The Leader of the Council, Cllr David Fothergill requested a further update be brought to the committee in a years' time and noted the recommendations as detailed in the report.

**Following consideration of the officer report and discussion the Cabinet endorsed the Management of Risk Pathway documents and recommend approval and adoption as part of the Council's Governance arrangements.**

ALTERNATIVE OPTIONS CONSIDERED: As set out in the officer report

REASON FOR DECISION: As set out in the officer report

## 242 **Revenue Budget Monitoring – Month 7** – agenda item 10

The Cabinet Member for Resources, Cllr Mandy Chilcott introduced the report, noting: seasonal risks including Adult Social Services and highways; the variances detailed in Appendix A; £6.4m of contingency remained unallocated; 98.9% of MTFP savings were on track to be delivered; and that feedback on the report format would be welcomed.

The Leader of the Council, Cllr David Fothergill noted the Children's Services overspend. In response the Director of Children's Services, Julian Wooster, highlighted that there were insufficient foster care placements in Somerset.

The Cabinet proceeded to debate the report and invited comments from other members present. Points raised included: the Dillington House budget position.

The Leader of the Council, Cllr David Fothergill noted that the Council was managing well within its overall budget. Cllr Fothergill further thanked staff

for their work.

**Following consideration of the officer report and discussion the Cabinet:**

- 1. Noted the forecast balanced position for the Council for the end of 2019/20.**
- 2. Noted that £6.399m of the corporate contingency remains unallocated.**
- 3. Noted the forecast favourable position of -£0.792m for Accountable Bodies (LEP/SRA) for the end of 2019/20.**
- 4. Noted the delivery of £18.093m savings by Month 7 and the forecast delivery of £21.314m by the year end of the total target of £21.547m.**

243 **Any other business** – agenda item 11

There was no other business.

(The meeting ended at 11.22am)

**CHAIR**

## **Somerset Waste Partnership Draft Business Plan 2020 – 2025, Draft 2020/21 Budget and Changes to the Inter-Authority Agreement**

Cabinet Member(s): Cllr David Hall - Cabinet Member for Economic Development, Planning and Community Infrastructure

Local Member(s) and Division: All

Lead Officer: Paula Hewitt - Lead Director for Economic and Community Infrastructure & Director of Commissioning

Author: Jon Doyle – Service Manager, ECI Commissioning

Contact Details: [JYDoyle@somerset.gov.uk](mailto:JYDoyle@somerset.gov.uk) - 07977 401939

### **1. Summary / Background**

- 1.1.** This report seeks a decision from the Cabinet on the Somerset Waste Partnership's Draft Business Plan 2020-2025. The plan provides a framework within which the Somerset Waste Board (SWB) can make decisions and steer the delivery of waste partnership services.

It also seeks approval of the draft budget for 2020/21 and approval of the proposed revisions to the Waste Partnership's Inter-Authority Agreement necessary to align it with the new collection contract and the approach to the roll-out of Recycle More. The draft Business Plan, draft 2020/21 budget and draft Inter-Authority Agreement were approved for consultation with partners by Somerset Waste Board in December 2019. These documents will then be considered, along with any responses from partners, at the Waste Board's meeting in February 2020.

- 1.2.** The draft Business Plan is attached as Appendix A.

The Business Plan contains three areas of focus, beneath which sit a range of activities. The three areas of focus are:

- Delivering excellent services
- Changing behaviours
- Building our capability

The actions set out continue to be the most significant set of changes to Somerset's waste services since SWP's inception in 2007, covering all aspects of their services, including the move to a new waste collection contract.

The move to the new contract will enable SCC and its District Council partners to continue to address the issues of Climate Change through considerably expanding the amount of type of materials that can be recycled at the kerb-side and will add significant social value to communities through the use of in-cab technology.

The move away from landfill will enable the generation of energy produced from sources other than from petrochemicals; the methane emissions from the residual waste that would otherwise have been emitted at landfill sites will be used to generate electricity.

## **2. Recommendations**

### **2.1. That the Cabinet approves the Somerset Waste Partnership's Draft Business Plan 2020-25 (as set out in Appendix A).**

**That the Cabinet approves the Somerset Waste Partnership's Draft Disposal Budget of £29,988,500 as set out in Section 11.9 below, taking into account the potential savings requests from the County Council**

**That the Cabinet agree the draft amended Inter-Authority Agreement (IAA) (as set out in Appendix B)**

## **3. Reasons for recommendations**

### **3.1**

- Approval of the Business Plan is required to set a clear mandate for SWP delivery of business activities for the period.
- An approved Business Plan is a constitutional requirement.
- When considering the draft Annual Budget for 2020/2021, current trends in demographic growth, service uptake and waste tonnages arising in 2019/2020 will be a key contributory factor in shaping the forward budget.
- There are a number of changes resulting from the new collection contract that require minor amendment to the IAA. Rolling out Recycle More requires considerable up-front costs, and the Somerset Waste Board (SWB) agreed principles in a revised draft inter-authority agreement at the meeting in December 2019. Only those changes that are necessary to reflect the new collection contract and roll-out of Recycle More have been made.

## **4. Other options considered**

### **4.1. The SWP Business Plan is a constitutional requirement.**

The only available alternative option for the Council is to not approve the draft



Business Plan. The risk of not approving the draft business plan is that this leads to a failure by the Somerset Waste Board to agree the Business Plan, and possibly the budget, leading to considerable negative financial and reputational implications for all partners.

Failure to approve the Draft Business Plan and Budgets will result in difficulties meeting the constitutional timescale for the process and in setting a viable budget.

Failure to have an amended IAA in place ahead of the 2020/21 financial year will mean that costs are not shared fairly and equitably or in line with the principles agreed by the Board.

## **5. Links to County Vision, Business Plan and Medium-Term Financial Strategy**

**5.1.** The County Council has a statutory duty relating to the disposal of waste, which it has delegated to SWP. The current County Vision and the Somerset Waste Partnership's Business Plan supports keeping Somerset as a great place to live and work. Working in a Partnership accords with the Plan's aims and ambitions.

**5.2.** The County Vision is:

- A thriving and productive County that is ambitious, confident and focussed on improving people's lives.
- A County of resilient, well-connected and compassionate communities working to reduce inequalities.
- A County where all partners actively work together for the benefit of our residents, communities and businesses and the environment in which we all live.
- A County that provides you with right information, advice and guidance to help you help yourself and targets support to those who need it most.

The Somerset Waste Partnership's draft Business Plan helps support the delivery of this vision.

## **6. Consultations and co-production**

**6.1.** The Somerset Waste Board has considered the Business Plan, Draft Budget and amended IAA at its meeting on the 20 December 2019, building on discussions at the September 2019 Board meeting. The business plan, budget and IAA

were also endorsed by the Joint Waste Scrutiny Panel in December 2019, on which two SCC members sit. The Strategic Management Group, made up of senior officers of the partner authorities and the Managing Director of the SWP, have also played a part in shaping the draft plan. SCC's s151 Officer (and all other partner s151 officers) agreed the principles that are reflected in the amended IAA.

## **7. Financial and Risk Implications**

### **7.1. Financial**

The Board is almost exclusively funded from contributions from partners and, apart from one-off funding bids, has no automatic block grant from Central Government or any reserves. It is therefore dependent on agreement between partners on the level of funding provided by each of them in line with the cost sharing formula. Business planning and budget setting are part of the same process again this year with the Business Plan and draft budget being approved by the Waste Board in December 2019.

The Board has delegated authority for decision making across all services and therefore must make proposals to the partners on how savings can be made, taking into account any requirements to make savings and proposals on how this can be achieved.

Under the terms of the Inter Authority Agreement, the Board cannot make a decision that has an adverse financial implication on any partner without that partner's agreement. Recognising the need for partners to make difficult savings decisions, the Board does have discretion to determine how any savings targets handed down can be delivered, provided all partners sign up through approval of this draft plan.

When considering the draft Annual Budget for 2020/2021, current trends in demographic growth, service uptake and waste tonnages arising in 2019/2020 are a key contributory factor in shaping the forward budget.

The draft budget requirement for 2020/2021 was presented to the Somerset Waste Board in 20 December 2019. All disposal costs fall to the County Council. The assessment was that an uplift of 6.17% or £1,737,000 will be required to meet estimated contractual inflation, demographic growth and landfill tax price increases. This will continue to be reviewed until a final budget is approved by the Waste Board in February 2020.

The need for additional disposal costs has been included in all SCC MTFP budget requirement figures, although final agreement is still subject to the overall Somerset County Council budget process, which passes through the Council meeting in February 2020.

The Annual Budget, once approved, will become the new measure for the Waste Partnership’s financial performance for 2020/2021. Costs will continue to be shared amongst partners in the same way as previously as set out in our Cost Sharing Agreement. As previously agreed, during the roll out period, no Recycle More savings will be taken by partners until the project roll out has been fully funded.

The proposed changes to the IAA will ensure that partners are not penalised or rewarded for when Recycle More rolls out in their area, and that no savings are taken out until the roll-out has been fully funded.

## 7.2. Risk

Failure to approve a Draft Business Plan and/or Draft Budget will result in difficulties meeting the constitutional timescale for the process and in setting a viable budget.

The risks vary between partners depending upon their role. The County Council, as waste disposal authority, is part of the Waste Partnership and is also its accountable body.

The key risk relates to the delivery of the future collection arrangement and its impact upon the County Council as disposal authority, an impact which is primarily financial (i.e. reduced residual waste volumes sent to landfill results in reduced costs to the County Council).

Failure to have an IAA in place ahead of the 2020/21 financial year will mean that costs are not shared fairly and equitably or in line with the principles agreed by the Board. There is a technical risk that through the consultation process partners could seek additional changes to the IAA that are not in the interests of the partnership overall, but this is considered unlikely as it would be contrary to the core principle that the Board cannot make a decision that has an adverse financial implication on any partner without that partner’s agreement.

Risk is managed by the Partnership through its Board and Strategic Management Group (SMG), where senior officers represent the Partnership and the five councils that are partner members.

<b>Likelihood</b>	<b>3</b>	<b>Impact</b>	<b>4</b>	<b>Risk Score</b>	<b>12</b>
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## **8. Legal and HR Implications**

- 8.1.** Somerset County Council has delegated its functions and powers under the Environmental Protection Act 1990 as a waste disposal authority to Somerset Waste Partnership. All four District Councils in Somerset have similarly delegated their functions and powers as Waste Collection Authorities. Although SCC's functions have been delegated SCC remains the body responsible for their fulfilment and so it is important that the Draft Business Plan sets out how SWP will fulfil those legal duties on SCC's behalf.

The proposals set out in the Draft Business Plan have a number of legal, contractual, procurement, data protection and regulatory implications for the partners of Somerset Waste Partnership as well as for SCC which is the legal entity responsible for entering into contracts on SWP's behalf. These implications will need to be reviewed in detail as and when the proposals in the Draft Business Plan are implemented.

SWP commissioned legal advice from the administering authority's (SCC's) legal services team to ensure that changes to the IAA are commissioned by SWP (and hence in the interests of all partners).

The IAA also reflects changes in the way costs are managed in relation to the small number of contractor staff who are members of the Local Government Pensions scheme – in line with the approach endorsed by SWB in September 2019.

## **9. Other Implications**

### **9.1. Equalities Implications**

Equalities Impact Assessments will be carried out as appropriate with the development of each Business Plan activity prior to proceeding with that activity. In most cases the decision to proceed based on the outcome of the impact assessment will be delegated to the Managing Director and Senior Management Team of SWP. Where significant issues are identified through the assessment process that would have implications for major projects or programmes the decision to proceed will return to the Board prior to commencing development. SMG will be given assurance that equalities are given due regard through the process of delivering the Business Plan.

### **9.2. Community Safety Implications**

There are no foreseeable Community Safety implications from this decision.

### **9.3. Sustainability Implications**

The Business Plan has an impact upon sustainability around reducing the amount of waste generated and increasing the levels of reuse and recycling. The principle behind Recycle More seeks to provide a more sustainable method of managing waste and the Business Plan continues the Partnership's commitment to this commencing in the new year.

The work of the Somerset Waste Partnership is an intrinsic contributor to the emerging Somerset Climate Emergency Strategy with the drive to move away from landfill and leading behavioural change to promote and facilitate a greater uptake in recycling.

### **9.4. Health and Safety Implications**

There are no obvious Health and Safety implications of this decision.

### **9.5. Health and Wellbeing Implications**

There are no obvious Health and Wellbeing implications of this decision. The Business Plan contributes to the Shared Vision for Health and Wellbeing in Somerset "People live healthy and independent lives, supported by thriving and connected communities with timely and easy access to high-quality and efficient public services when they need them". The Business Plan reflects the importance of considering how we can help improve health and wellbeing (e.g. how we can use our crews on the ground and in-cab technology to support Adult Social Care's prevention agenda) and through ensuring all staff are dementia aware.

### **9.6. Social Value**

Through the procurement of a new collection contractor SWP has secured significant amounts of additional social, environmental and economic benefits to Somerset. A community benefits plan ensures these benefits are captured, including through apprenticeships, community payback schemes, driver training, dementia awareness training, reducing carbon emissions, creating opportunities for small and medium sized enterprises, and a jointly funded behavioural change fund.

The transition to the new collection contractor increases social value by enabling additional materials to be recycled, contributing to SCC's commitment to address climate related issues following the declaration of a

Climate Emergency. The move away from landfill will enable the generation of energy produced from sources other than from petrochemicals; the methane emissions from the residual waste that would otherwise have been emitted at landfill sites will be used to generate electricity.

The work with schools and wider communities will continue to engender behavioural change; encouraging people to reduce the amount of waste generated by households and schools, where possible reuse resources and recycle as much residual waste as possible.

## **10. Scrutiny comments / recommendations:**

**10.1.** The Joint Waste Scrutiny Panel (including two members from SCC) have reviewed and were fully supportive of the draft Business Plan, Budget and amended Inter-Authority Agreement.

## **11. Background**

### **11.1. Business Plan 2020 - 2025**

The Board's business planning cycle requires a draft report to be approved by the Board in December and circulated to partners for comment prior to the adoption of the Board's Annual Budget and Final Business Plan the following February.

Once approved or noted by all partners, the plan will be formally adopted by the Board to provide a framework within which the Board can make decisions and steer the delivery of Waste Partnership services.

**11.2.** The process of review is continuous, but the Business Plan contains a snapshot of where the Partnership are now, those things that have a major impact on them, resources available, summary of the budget and priority work areas.

**11.3.** The actions in the Business Plan remain the most significant set of changes to Somerset's waste services since the Partnership's inception in 2007, covering all aspects of service. There are also expected to be the most significant set of changes to national resources and waste policy for a generation and the environmental impact of waste has a public profile higher than ever before. The scale of policy change expected will have significant impacts on the future business plans of the Partnership.

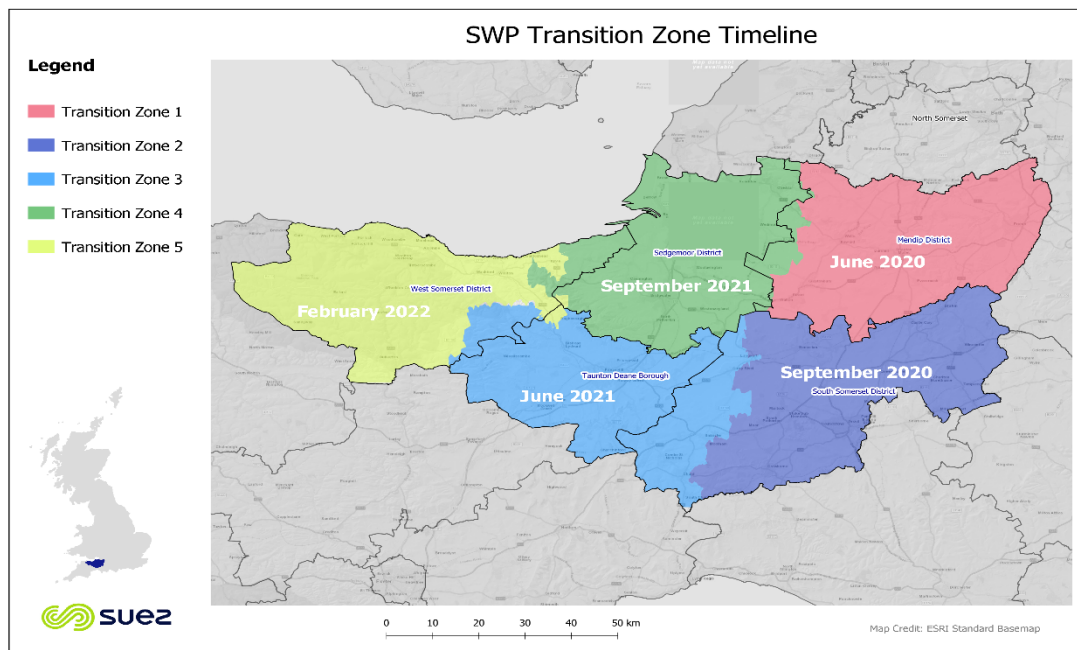
**11.4.** The three areas of focus set out the actions which reflect this but need to work together for maximum impact. For example, the transition to the

Recycle More service model is set out under the 'delivering excellent service' section, but this will not be a success unless it is supported by 'changing behaviours' and 'building capability' is vital to achieve this.

- 11.5.** The proposed actions can be found in sections 1, 2 and 3 of the Business Plan; as noted above, these are three linked areas of focus, beneath which sit a range of activities. The three areas of focus are Delivering excellent services, Changing Behaviours and Building our Capability'

As can be seen from the business plan 2020 is a year of significant change for SWP – a new collection contractor (SUEZ Recycling and Recovery UK), a move away from landfill to generating energy from waste, and the start of the Recycle More collection service model.

The current plan for the phased roll-out of Recycle More can be seen below:



**11.6. Business Plan**

The SWP Business Plan for 2020-2025 explains how they will work towards their Vision over the next five years. The Business Plan contains three areas of focus, beneath which sit a range of activities.

The three areas of focus are:

<i><b>Focus</b></i>	<b>Delivering excellent services</b>	<b>Changing behaviours</b>	<b>Building our capability</b>
<i><b>Outcome</b></i>	<i>Household waste is effectively</i>	<i>People trust SWP and see waste as a</i>	<i>SWP has the capacity, capability</i>

	<i>collected, reused, recycled and treated</i>	<i>resource - managing their waste properly</i>	<i>and influence to deliver our vision</i>
<b>Activity</b>	Changes to collections	Campaigns	Transforming systems and processes
	Changes to disposal	Looking beyond domestic waste	Strategy & Influence
	Improving services	Community Engagement	Building partnerships

Full details of proposed actions and activities can be found in the Business Plan in Appendix A of this report.

Each of the three areas of focus help contribute to SCC's commitment to address climate and environmental matters following the declaration of a Climate Emergency.

### 11.7. Draft Budget

The latest tonnage trends available have been used to set this budget. Key forecasts used to set the draft budget are:

- Landfill Tax rates from 1 April 2020 have been confirmed by the Treasury as **£94.15 per tonne**. This is an increase from £91.35 of 3.07% on the 2019/2020 rate. This has less of an impact as we are moving away from landfill.
- Contract inflation for disposal is based on a number of indices within the various disposal contracts. These are highly volatile, particularly the civil engineering ("Baxter") index, which is an industry standard and includes a significant fuel element. Indices for disposal run from February 2019 to February 2020 and are not published until March.
- Volume growth is based on projected household growth. The current assessment is 1.0% growth.
- The total additional budget required for the above pressures is £351,400 (landfill, inflation and volumes).
- There is an additional pressure regarding the construction of the Energy from Waste facility at Avonmouth of £1,746,700. This is the reversal of the savings (pre-contract payments) which were taken early by SCC (reflecting the particularly acute budget pressures on SCC in recent years). Energy from Waste remains cheaper and more environmentally friendly than landfill.
- In addition, the County Council is requesting savings from the Somerset Waste Board of £361,100
  - £200,000 – Year 2 of the core services contract extension



- (previously agreed by the board in November 2018)
- £20,000 - Fly-tipping compensatory scheme removal (cessation of scheme agreed by the board in September)
  - £36,000 - Minimisation Cap (linked to core contract extension)
  - £105,100 – Slim my Waste, Feed my Face food campaign

The standstill cost for the disposal budget is therefore **£1,737,000**, an increase of 6.17% on the original 2019/2020 budget to **£29,988,500** for 2020/21.

### **11.8. Amendments to the Inter-Authority Agreement**

The overall savings from Recycle More are anticipated to be over £2 million per annum once it is fully rolled out. The Board have previously agreed that the roll out will be funded from the Recycle More Project Fund (and where appropriate from capital), and that no savings as a result of the new collection contract will be taken until all roll out costs have been fully funded. Roll out is due to complete in February 2022. Savings will start to be seen in 2022/23 once roll out has been fully funded.

The following were agreed by SWB in September 2019, following agreement to these principles by the SMG and all partner Section 151 Officers. All revenue costs will be funded from the Recycle More Project Fund. These principles have informed the revisions required to the IAA (Appendix B):

- District collection partners should not be penalised or rewarded for when they roll out within the programme. No savings will be taken from the Somerset Waste Partnership until roll out has been fully funded.
- As a significant proportion of Recycle More savings will be from disposal costs, the disposal partner SCC will also contribute its savings from Recycle More until the break-even point has been reached (2022/23). Should there be extraordinary circumstances, beyond what has been forecast that have a significant impact on disposal costs or savings, then a view would need to be taken at the time on their fair apportionment.
- Somerset Waste Partnership hold the Recycle More Project Fund and any deficits will be funded through contract savings before they then become attributable to partners.

Once breakeven point is reached, contract savings will be shared on the basis currently stated in the IAA.

The IAA has also been changed to reflect the fact that under the new collection contract, SUEZ will not be liable for the costs of secondary contributions for the small number of employees who are eligible for the

Local Government Pension Scheme. As has been agreed by SMG and all partner s151 officers, passing this liability on to the contractor would simply result in risk pricing from SUEZ, meaning that partners would in effect pay more to achieve the same aim. These costs will be shared by District Council partners in accordance with household numbers. It should be noted that there will be no deficit on day 1 of the contract and future payments will be made in accordance with future actuarial assessments.

The Somerset Waste Partnership and SUEZ will share recycling revenue risk. Recyclate revenue can fluctuate according to the tonnages of each materials collected and due to market prices. Once roll-out of Recycle More has been completed all partner section 151 Officers (endorsed by SMG) agreed that an equalisation reserve should be put in place in order to smooth out the risk of fluctuations in the level of recyclate income received by District Council partners (noting that this will not impact on SCC). The following principles were endorsed by the Board in December:

- The equalisation reserve should only be commenced after roll-out is complete but similar prudent forecasts should be used during the roll-out period (without building up a reserve)
- The fund should be built up from 20% of SWP's recyclate revenue as this value was considered prudent.
- The level of the reserve will be reviewed annually as part of the budget setting process.

District Partners will pay Somerset Waste Partnership the gross monthly costs and will then receive a quarterly payment in arrears for their share of recyclate income.

All partners have agreed capital borrowing to purchase the vehicles, fund depot works and equipment, and purchase the new containers. Each district partner is borrowing £5.0m on behalf of the Somerset Waste Partnership and SCC have approval to borrow up to £10m at a return of PWLB plus 1%. and Section 151 officers have agreed the borrowing principles and schedule and to capitalise the new container costs within this. Loan agreements have been agreed between SCC and the Districts for this, and a number of minor amendments to the IAA are necessary to ensure consistency between the IAA and these loan agreements.

### **Changes to the IAA**

A draft amended IAA is appended to this paper (Appendix B), as approved by the Somerset Waste Board in December 2019. To aid Cabinet members in identifying the changes to the IAA, the following bullet points highlight what has changed in relation to the new contract and why:

- Definitions in schedule 3 paragraph 1.2 have been changed to make reference to the funding agreements being put in place between the administering authority and other partner authorities in relation to borrowing to fund new assets required by the new collection contractor (also updated in paragraph 20 of schedule 5).
- Paragraph 3.3.1 of section 3 has been amended to ensure that should there ever be a change in administering authority that everything transfers correctly.
- Paragraph 1.2 of schedule 5 has had additional content added in to embed the key principles related to recycle more roll-out funding into the IAA, namely that:
  - No partner authority should be penalised or rewarded for when they roll out
  - No partner authority can take savings until all the roll-out costs have been covered
  - Once we get to breakeven then normal IAA cost sharing rules apply
- Paragraph 1.5A of schedule 5 reflects the approach agreed to managing the risk of fluctuation in recycle revenue.
- Clarifies how LGPS pension costs will be shared going forward (paragraph 4 of schedule 5).
- Clause 13.3 reflects the fact that SWP receives income on behalf of partners (e.g. bulky waste) and therefore arrangements for transferring that income back to partners need to be clearer.
- Section 16 reflects changes to the requirements for how SWP is audited, as previously agreed by the board.
- Removing reference, such as in paragraph 13.8 to the Landfill Allowances Trading Scheme (LATS) which is long defunct.
- Updating Schedule 4 (form of annual budget) to align it with our new collection and disposal contracts e.g. inserting references to energy from waste reflecting this new disposal route for SWP's waste.

If approval of the amendments are made by all partners, a further report will be taken to the Waste Board in February 2020 reflecting the outcome of that consultation process and seeking the Board's final approval to the revised IAA. It is proposed to consult with monitoring officers collectively as part of this process, as has been the case when previous changes to the IAA have been made

The Business Plan reflects the intention to undertake a wider review of the IAA in 2020/21, as this may be necessary following national legislative change and how this informs SWP's long term strategy. This will also enable us to reflect the findings of the GDPR Internal Audit review that SWP requested and is currently being undertaken.

## 12. Background Papers

- 12.1. Appendix A – Final Somerset Waste Partnership Business Plan 2020-25  
 Appendix B – Final Inter-Authority Agreement - 2019 updates  
 Appendix C - SWP Finance Report - Draft - Dec 19

### Report Sign-Off

		Signed-off
Legal Implications	Honor Clarke	13/01/20
Governance	Scott Woodridge	13/01/20
Corporate Finance	Sheila Collins	13/01/20
Human Resources	Chris Squire	13/01/20
Property	Paula Hewitt	02/01/20
Procurement / ICT	Simon Clifford	13/01/20
Senior Manager	Paula Hewitt	02/01/20
Commissioning Development	Ryszard Rusinek	N/A
Local Member	All	N/A
Cabinet Member	Cllr David Hall - Cabinet Member for Economic Development, Planning and Community Infrastructure	13/01/20
Opposition Spokesperson	Cllr Jane Lock and Cllr Liz Leyshon	11/01/20
Scrutiny Chair	Cllr Anna Groskop - Place Scrutiny	10/01/20



# **SWP Business Plan 2020 – 2025**

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Page 15	Draft Budget Table 2020/21

<b>Change History</b>	
20/11/19	First draft
26/11/19	Second draft following officer review

## About Somerset Waste Partnership

### Our vision and values

<b>Who we are:</b>	Somerset's Local Authorities working together as the Somerset Waste Partnership, ensuring that our household waste is reduced, collected, reused, recycled and effectively treated.
<b>What we do:</b>	<ul style="list-style-type: none"> <li>• Preserve our environment by making every effort to ensure our household waste is not waste but reused as a valuable resource.</li> <li>• Deliver excellent customer service and value for money to create a more sustainable Somerset.</li> </ul>
<b>What we want to become:</b>	An exemplar for how we manage waste as a resource, work with others and support our residents to manage their household waste and make our service the best it can be.
<b>Our values:</b>	<ul style="list-style-type: none"> <li>• <b>Insight:</b> Working with our partners to understand how and why people behave as they do and use this knowledge to shape our service.</li> <li>• <b>Collaboration:</b> Treating everyone we work with as an equal, knowing we have greater success when we work together.</li> <li>• <b>Innovation:</b> Learning from others and constantly looking at new ways of working to give the best service we can.</li> <li>• <b>Quality:</b> Focusing on excellent customer service and making the best use of the waste we collect.</li> </ul>

### Background to SWP

Somerset Waste Partnership (SWP) was established in 2007 and manages waste services on behalf of Mendip, Sedgemoor, Somerset Waste and Taunton, South Somerset District Councils, and Somerset County Council. This made it the first county-wide waste partnership in the country. It has a history of innovation – the first to roll out food waste at scale, the first to publish an annual report showing exactly what happens to all its recycling, and is known for its commitment to collecting quality source separated recycling materials which are used as resources by UK industry.

SWP is accountable to the Somerset Waste Board (SWB), which consists of two members from each of the partner authorities. For further information about Somerset Waste Partnership and the Somerset Waste Board visit [www.somersetwaste.gov.uk](http://www.somersetwaste.gov.uk).

SWP has delegated authority to deliver household waste and recycling services throughout Somerset, including management of kerbside collections, recycling sites and disposal sites. From 2020 these duties are in turn contracted to SUEZ (collection services) and Viridor (recycling sites, landfill sites and treating food, garden and residual waste). 2020 is a year of significant change for SWP – a new collection contractor (SUEZ Recycling and Recovery UK), a move away from landfill to generating energy from waste, and the start of the Recycle More collection service model.

## Key Challenges and Opportunities

Political	<b>The impact of withdrawal from the EU:</b> Whilst SWP recycles over 90% in the UK, waste is a global business and this may have impacts in the short term (e.g. on fuel availability/import controls affecting vehicle purchases) and longer term (e.g. on UK recycle prices, legislation, the labour market).
	<b>Local Government reorganisation:</b> Any development of proposals for local government reorganisation may have a significant impact upon SWP.
	<b>National living wage:</b> Whilst all staff working for SWP or on our contracts are already paid above this level, this may make recruitment more challenging
Economic	<b>Financial pressure on partner authorities:</b> The financial environment in which we operate remains very tightly constrained.
	<b>Recyclate value:</b> SWP will share risk with its collection contractor on recycling value and changes in global prices will impact directly on us. SWP is contractually protected against price fluctuations with its treatment contractor
Social	<b>Demographic changes:</b> Somerset's ageing population needs to inform our planning for the future. Somerset benefits from near full employment, which can make recruitment more challenging.
	<b>Social media:</b> Increasing use of social media presents an opportunity to reach more people but raises expectations about speed of response.
Technical	<b>Big data:</b> The ability to manipulate large data sets (be it around people's behaviour or the life-cycle of resources and waste) can be powerful.
	<b>New materials:</b> New materials may emerge onto the market quicker than our ability to manage them at the end of their life, and they may be difficult to handle using our current processes. New materials often make claims for how they can be processed which do not reflect reality on the ground.
Environment	<b>Somerset's Climate Emergency:</b> SWP have been asked to lead the 'Waste & Resources' workstream and this provides an opportunity for us to work more closely with partners to progress our vision. However, our ability to implement further change will be constrained by resources.
	<b>Public Awareness:</b> Many people are much more aware of climate change and keen to do more, and frustrated if they feel they cannot do more.
Legal	<b>National legislative change (Consistency):</b> Whilst SWP is a leader in consistency and supports most of this agenda there are certain aspects of potential changes which SWP do not believe have the evidence to support them (e.g. free garden waste and restrictions on residual waste frequency).
	<b>National legislative change (Extended Producer Responsibility):</b> Should these changes be introduced in 2023 it should result in significant funding for SWP, though nothing is yet certain.
	<b>National legislative change (Deposit Return Scheme):</b> Should this be introduced it will have major negative impacts on SWP – with many high value recycling streams being taken away from us and public confusion.
	<b>National legislative change (Business waste):</b> The tightening of requirements on businesses (around separate dry recycling and food waste collection) as an opportunity for us to work with others to make Somerset more sustainable.



## Approach to Business Plan

Our Business Plan explains how we will work towards our Vision over the next five years, with a particular focus on current year actions. The Business Plan contains three areas of focus, beneath which sit a range of activities. The three areas of focus are:

<b>Focus</b>	<b>Delivering excellent services</b>	<b>Changing behaviours</b>	<b>Building our capability</b>
<b>Outcome</b>	<i>Household waste is effectively collected, reused, recycled and treated</i>	<i>People trust SWP and see waste as a resource - managing their waste properly</i>	<i>SWP has the capacity, capability and influence to deliver our vision</i>
<b>Activity</b>	Changes to collections	Campaigns	Transforming systems and processes
	Changes to disposal	Looking beyond domestic waste	Strategy & Influence
	Improving services	Community Engagement	Building partnerships

The actions currently underway remain the most significant set of changes to Somerset's waste services since SWP's inception in 2007, covering all aspects of our services. We are also expecting the most significant set of changes to national resources and waste policy for a generation, and the environmental impact of waste has a public profile higher than ever before. The scale of policy change expected will have significant impacts upon our future business plans. The three areas of focus set out the actions which reflect this but need to work together for maximum impact. For example, our transition to the Recycle More service model is set out under 'delivering excellent services', but this will not be a success unless we support this by 'changing behaviours', and 'building our capability' is vital to enabling us to achieve this.

In addition to the actions set out in the Business Plan, SWP propose to continue with the two charities we adopted in 2019 to support through staff fundraising and volunteering. In 2019 we undertook a volunteering day with RAFT, have raised over £100 and have promoted both on social media.

<b>Local Charity</b>	<b>National Charity</b>
<b>RAFT</b> (Refugee Aid from Taunton)	<b>WasteAid</b>
RAFT provide aid through donations to help refugees and displaced people wherever and whenever they are able, regardless of colour, culture and religion. It demonstrates an innovative approach to reuse and hence aligns well with SWP's vision and the waste hierarchy.	70% of the plastic in the oceans comes from places with no waste management. WasteAid helps people turn their waste into useful products, sharing recycling skills to create green jobs, improve public health and protect the environment. It works with community-based organisations to help develop waste collection and recycling businesses.

<b>1. Delivering excellent services</b>			
<i>What</i>	<i>When</i>	<i>Why</i>	
<b>1.1</b>	<b>Changes to collections</b>		
<b>1.1.1</b>	<b>Transition to SUEZ as collection contractor</b>		
1.1.1a	Fully utilise in-cab technology	April 2020	This technology will be operational from day 1 of the contract and integrated with SWP's new customer relationship management system. It will be vital to support crews in getting used to using the technology, so that we make the most out of it.
1.1.1b	Improve quality of service	April – June 2020	A much more stringent set of standards for service quality (e.g. missed collections) has been set with SUEZ. The first three months enable SUEZ to transition from the level of service delivered by Kier to this more robust standard.
1.1.1c	Day changes to garden waste service	April 2020	From day 1 of the contract garden waste collection days will be separated from the rubbish/recycling collection day. This is necessary as it enables us to deliver this service more efficiently with fewer vehicles.
1.1.1d	Health and safety & contract management	Ongoing	Effective management of our contracts and the significant health and safety risks inherent in this industry is a key building block of our success.
1.1.1e	Staff engagement	Ongoing	It is vital that SWP works closely with front-line crews and keeps them engaged in SWP's activities.
<b>1.1.2</b>	<b>Depot improvements to enable Recycle More</b>		
1.1.2a	Evercreech Depot	May 2019 – June 2020	A significant programme of works managed by SUEZ to cope with additional recycling material, improve staff welfare facilities and enable us to deliver a higher quality service. This will include new buildings, new sorting and baling equipment, new bays and improved workshops. Bridgwater and Taunton depots will work more closely together than they currently do. A temporary site for vehicle parking will be required for part of the phased programme.
1.1.2b	Bridgwater and Taunton Depots	April 2020 – April 2021	
1.1.2c	Williton Depot	June 2020 – Nov 2021	
<b>1.1.3</b>	<b>Transition to Recycle More</b> <i>(note that each roll-out phase is preceded by an engagement and communications campaign, and followed by a lessons learned exercise)</i>		
1.1.3a	Roll-out phase 1 of Recycle More	June – July 2020	Mendip (c50,000 properties) – services provided from Evercreech depot.
1.1.3b	Roll out Phase 2 of Recycle More	Sept – Oct 2020	Eastern part of South Somerset (c60,000 properties) – where recycling is provided from Evercreech depot.

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1.1.3c	Roll out Phase 3 of Recycle More	June – July 2021	Remainder of South Somerset and eastern parts of Somerset West and Taunton (c70,000 properties) - where recycling is currently provided from Taunton depot.
1.1.3d	Roll- out Phase 4 of Recycle More	Sept – Oct 2021	All of Sedgemoor and very small proportion of properties in neighbouring Districts (c55,000 properties) - where recycling is currently provided from Bridgwater depot.
1.1.3e	Roll-out Phase 5 of Recycle More	Feb – March 2022	Western parts of Somerset West and Taunton (c 17,000 properties) – those served from Williton depot.
<b>1.2</b>	<b>Changes to disposal</b>		
<b>1.2.1</b>	<b>Managing the transition away from landfill</b>	April 2020 onwards	Close management will be required in the early days of the Energy from Waste plant and the move away from the use of landfill.
<b>1.2.2</b>	<b>Embedding the agreed changes to the Core Services Contract</b>	April 2020 onwards	Ensuring that the Core Services Contract Deed of Variation is fully implemented
<b>1.2.3</b>	<b>Signage review at recycling centres</b>	April – Oct 2020	Completion of the signage review commenced in 2019/20 to improve signage at all recycling centres and align it with the kerbside service.
<b>1.2.4</b>	<b>Heat offtake from Avonmouth Energy from Waste</b>	Ongoing	Whilst some heat will be used to power the UK’s largest plastic processing facility, SWP will continue to work with Viridor to ensure that the heat is fully utilised and the environmental efficiency optimised.
<b>1.2.5</b>	<b>Improvements to Recycling Centres</b>	Ongoing	To seek opportunities to improve our recycling centres, subject to development of viable solutions and robust business cases. Minehead, Frome & Yeovil Recycling Centres are top priorities.
<b>1.2.6</b>	<b>Closely manage site maintenance</b>	Ongoing	With an ageing network of sites it is vital that high standards of site maintenance are maintained.
<b>1.3</b>	<b>Improving services</b>		
<b>1.3.1</b>	<b>Reuse</b>		
1.3.1	Develop a clear strategy for driving increased levels of reuse	2020/21	Working with both our contractors (Viridor and SUEZ) and potentially commissioning external support to improve reuse across Somerset, utilising the recycling centres and bulky waste collection service, and through more effective partnership working with the many reuse organisations/VCSE groups across Somerset (including furniture reuse groups, men’s sheds, repair cafes etc).
1.3.1b	Implementing reuse strategy	2020	Implementing the approach developed un 1.3.1a subject to securing funding

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		onwards	and a viable business case.
<b>1.3.2</b>	<b>Greening our fleet</b>		
1.3.2a	Seek to pilot alternative fuels in the SWP fleet	Ongoing	SWP will seek opportunities to pilot potentially viable technologies within its fleet.
1.3.2b	Develop plans for alternative fuels ahead of partial re-fleet	Now - 2024	SWP will seek to be in a position to take advantage of alternative fuels when it procures a number of new refuse vehicles in 2024, though this will be dependent upon viable technologies emerging.
<b>1.3.3</b>	<b>Schools service</b>		
1.3.3a	Revise service model to drive recycling and waste reduction	April 2019 – March 2020	SWP will revise the service model to address the barriers we have identified, including through providing more operational support to schools
1.3.3b	Roll out Recycle More to Schools	Autumn 2020 – autumn 2021	Additional recycling (adding plastic pots, tubs and trays to the food, paper, card, plastic bottles and cans they can already recycle) and greater separation of recycling (to maximise environmental benefit) rolled out in two phases – the east of the County first as vehicles will utilise Evercreech depot.
<b>1.3.4</b>	<b>Service reviews</b>		
1.3.4a	Collection contract & recycling credits review	2022/2023 - tbc	To review the contract and recycling credits mechanism following the roll-out of Recycle More & legislative change.
1.3.4b	Assisted collection review	2020/21	Regular review of our assisted collection database to ensure it is up to date.
1.3.4c	Communal collection point review	Ongoing	Review of all communal collection points to identify if it is possible to transfer households onto the kerbside service.
1.3.4d	Exploring prevention/improving lives opportunities	Ongoing	With a new collection partner and a new fleet of vehicles/in-cab technology there is potential to explore how we can support wider public services, for example exploring utilising our vehicles to provide road condition surveys, how we can use in-cab technology and our crews on the ground to support adult social care's prevention agenda.
<b>1.3.5</b>	<b>Health and safety and contract management</b>		
		Ongoing	Effective management of our contracts and the significant health and safety risks inherent in this industry is a key building block of our success.

<b>2. Changing behaviours</b>			
<b>What</b>		<b>When</b>	<b>Why</b>
<b>2.1</b>	<b>Campaigns</b>		
<b>2.1.1</b>	<b>Recycle More Comms &amp; Engagement</b>	Ahead of each phase	To ensure that residents are aware of the new service, feel excited about the benefits, know what is changing for them and can access support if needed.
2.1.1a	Engagement	3 months prior to roll-out	Online information through the SWP website, attendance at community events, roadshows, social media (including video content), local media/council publications, provision of communication toolkits for partners, briefings to elected members, and targeting the Schools Against Waste programme.
2.1.1b	Introductory leaflet	8 weeks prior to roll-out	This visually appealing leaflet will be distributed to each household through the Royal Mail to raise awareness of the planned changes and delivery timescales. It will encourage those who are nervous about the change to seek support and encourage sign-up to My Waste Services app for collection day reminders and further information.
2.1.1c	Service change information pack	4 weeks prior to roll-out	This pack will be sent to each household (letter, instructional information and collection day calendar) telling them exactly when their service will be changing (including any collection day changes), why and what they need to do. It will encourage those who are nervous about the change to seek support.
2.1.1d	Last refuse collection tag & new recycling box stickers	1 - 2 weeks before rollout	The tag will be issued as a final reminder about the service change and will be distributed with a new 60 litre weighted reusable sack. New stickers will also be applied to householders existing recycling containers to reinforce what can be collected in each container
2.1.1e	Ongoing support	2 - 3 months post roll-out	Additional staff will support residents (e.g. those who are struggling, and those whom have not responded to the change). This will include thanking residents for their efforts. This is in addition to the usual resident support SWP provides.
2.1.1f	New livery for SWP fleet	April 2020	All SWP vehicles (including the new recycling and other vehicles) will be rebranded to reflect the change in service, the focus on social norming in our branding, and our environmental agenda. The main panel on the recycling vehicles will be refreshed every 2 years to align with our wider communications strategy.
<b>2.1.2</b>	<b>Moving away from landfill</b>	Spring 2020	Raising awareness that SWP has moved away from landfill and is instead generating electricity from what cannot be recycled (some of which is used to power the UK's largest plastics processing facility).

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<b>2.1.3</b>	<b>Slim my waste &amp; feed my face</b>	2020/21 – 2021/22	Monitor impact of ‘Slim my waste, feed my face’ campaign and learn lessons to inform future behavioural change campaigns.
<b>2.1.4</b>	<b>Beyond the kerb</b>	Annual	Using SWP’s annual publication of its ‘Beyond the kerb’ report showing exactly what happens to all our recycling to further build trust and explain the environmental benefit of kerbside sort. We will continue to improve the transparency of this report.
<b>2.1.5</b>	<b>Action on plastics</b>	Ongoing	Ongoing work (including promoting our pledge against preventable plastic, publicising phased roll-out of kerbside collections, HWRC recycling of plastics, promotion of the Refill scheme in Somerset), and working to support partners as they seek to minimise the use of single-use plastic.
<b>2.1.6</b>	<b>Targeted seasonal campaigns</b>	Ongoing	Campaigns targeted at key peaks in waste (e.g. Christmas – packaging and plastics, Halloween – pumpkins, Easter – plastic packaging, Summer – garden waste and BBQs).
<b>2.1.7</b>	<b>Target material campaigns</b>		The carbon impact of materials not being recycled varies (with food and textiles being the most carbon intensive) and the composition of what is in our bins changes of time. Focussing on carbon-intensive materials in waste (as opposed to waste) is an important part of delivering our vision.
2.1.7a	Textiles	Funding dependent	Explore funding opportunities and alternative delivery models to increase uptake of textile recycling (the most carbon intensive material in our waste).
2.1.7b	Small electrical items and batteries	Funding dependent	Comms and marketing to drive increased take-up of recycling of small electrical items at the kerbside, and to ensure that reuse opportunities are maximised at recycling centres (subject to securing additional funding, potentially from WEEE compliance schemes).
2.1.7c	SW:EEP funded activities	2022/23	The SW:EEP fund aims to undertake 2 campaigns per year focussed on increasing the capture of target materials which provide a return on investment within 6 months.
<b>2.2</b>	<b>Looking beyond domestic waste</b>		
<b>2.2.1</b>	<b>Public sector waste – leading by example</b>		Currently, waste collection contracts are disparately managed across the estate of the five Somerset local authorities – there is no single, co-ordinated system. SWP hopes to demonstrate that, if demand across its public estate is aggregated it becomes commercially viable for a contractor to offer a high-quality (source-segregated) recycling service at a lower price. This market does not exist yet, but using public sector purchasing power could create a market in Somerset.
2.2.1a	Pre-procurement phase	Spring 2020	Commission support from Eunomia to develop a procurement strategy, including

## Business Plan 2020-25

			modelling the benefits. This will also explore whether other parts of the public sector/VCSE could be part of this approach, and how any contract should be managed. £10k funding from the joint Somerset climate strategy fund has been indicatively allocated towards this. Support from all partner FM teams will be required.
2.2.1b	Procurement and mobilisation	Summer 2020 – Spring 2021	Undertake a procurement, subject to the pre-procurement phase demonstrating a viable business case and subject to funding necessary to manage this procurement. Given the scale of change needed in the market to deliver this service, an April 2021 contract start date is considered ambitious.
<b>2.2.2</b>	<b>Pilot a collaborative procurement for commercial waste</b>	2020/21	Seek to pilot collaborative procurement for recycling and waste in one or more of Somerset’s market towns – reducing costs for businesses, improving environmental outcomes and aligning with local needs (working jointly with the industry and supply chain workstream).
2.2.3	Supporting businesses to make more sustainable choices	2020/21	Work with business/ partners to identify what support and guidance can be provided to Somerset’s businesses (e.g. food & drink producers, retailers/food outlets), and how best to provide that support (e.g. exploring growth hub/trading standards).
2.2.4	Support schools to tackle climate change (with a focus on waste)	April 2020 onwards	Whilst many schools in Somerset sign up to the Eco-Schools programme, the cost of assessment can be a barrier to schools progressing this. SWP will deliver a one-year pilot project to provide funding to schools to cover assessment costs, with the aim of increasing uptake of Eco-Schools (with a focus on waste).
<b>2.3</b>	<b>Community engagement</b>		
<b>2.3.1</b>	<b>Attending community events</b>	Ongoing	Attending parish cluster meetings and meetings of environmentally motivated/interested groups is a key part of ensuring we remain close to our communities, particularly in the run-up to Recycle More.
<b>2.3.2</b>	<b>Social media</b>	Ongoing	Social media (especially Facebook) provides a cost-effective means to communicate with people, and to enable them to communicate with us (especially when we enable on-line missed collection reporting). Developing high quality digital content will become increasingly important.
<b>2.3.3</b>	<b>e-Newsletters</b>	Ongoing	SWP publish a monthly newsletter which is circulated to all parish council clerks and the Sorted e-newsletter for all residents. With the roll-out of My Waste Services and Recycle More we will review and refresh our approach.
<b>2.3.4</b>	<b>Enforcement of service rules and householder support</b>	Ongoing	SWP work closely with contractors and partners to resolve complex issues, investigate complaints, find solutions to problems and clamp down on abuse (including trade waste abuse & side/excess waste). Enforcement remains the last option, but in some

Business Plan 2020-25

			cases is the only way to resolve issues.
<b>2.3.5</b>	<b>Schools against Waste</b>	Ongoing	Utilising SW:EEP funding seek to build on our successful Schools against Waste programme to reach more schools and drive more behaviour change (both within schools and in domestic waste).
<b>2.3.6</b>	<b>Community action groups</b>	2022/23	Working with SUEZ to explore SW:EEP funded arrangements whereby we develop community capacity to reduce waste, increase reuse and recycling.
<b>2.3.7</b>	<b>Food waste at communal properties</b>	2020 - 2023	A programme of engagement to encourage increased participation in dry recycling and in taking up food waste recycling (i.e. enabling communal properties to utilise the kerbside food waste service where we can make this viable).



<b>3. Building our capability</b>			
<i>What</i>		<i>When</i>	<i>Why</i>
<b>3.1</b>	<b>Transforming systems and processes</b>		
<b>3.1.1</b>	<b>My Waste Services: do it online</b>	Spring 2020	Raising awareness of the ability to undertake key transactions online on the SWP and partner websites. Encouraging people to sign up to the My Waste Services app to receive collection day reminders/push notifications.
3.1.1a	Raising awareness of app	Ongoing	As well as undertaking transactions/reporting issues this will remind people of their collection day. This will be a crucial part of making the move to 3 weekly refuse easier for Somerset residents.
3.1.1b	Encouraging web self-service	Ongoing	Getting more residents to sign-up to My Waste Services will improve the customer experience, divert demand away from call centres, and open up a new communication channel with residents. This will include reconfiguring our website to better align with our vision, business plan and online transactions.
3.1.1c	Making best use of in-cab technology	Ongoing	In-cab technology (and 360 cameras on all vehicles) will be critical to improving our service reliability and to protecting and supporting our hardworking crews. Whilst this system will be live from day 1 of the new collection contract, we will need to support crews and our staff to make best use of it.
3.1.1d	Centralising payments through SWP	April 2021	Whilst some payments (bulky waste, HWRC charged services) are undertaken by SWP, most garden waste payments are taken by Districts. By SWP taking payments this will improve the customer experience and enable residents to sign up for a year at any time, and remove the need for garden waste stickers.
3.1.1e	Review CRM platform	2021/22	The contract with our current system (My Waste Services) expires in 2022 and ahead of that SWP will review our approach and procure a new system.
3.1.1f	Exploring innovative opportunities	Ongoing	Once in-cab technology is effectively implemented we will explore innovative opportunities – from Alexa apps through how we can better support the most vulnerable in our communities, to whether we can undertake road condition surveys.
<b>3.1.2</b>	<b>Building homes with recycling in mind</b>	Ongoing	If new homes are not built in a way that makes it easy for people to recycle (and in particular to access our kerbside service) then we lock in sub-optimal environmental performance and cost for future generations.
3.1.2a	Updating developer guidance	2020/21	In addition to updating our developer guidance, this includes providing District partners with standard content for pre-application guidance/'local lists' and permitted development.

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3.1.2b	Embedding revised planning consultation arrangements	2020/21	A standardised approach to SWP being consulted on developments above a certain threshold, and a consistent process for doing so will help ensure that SWP comment on key applications.
3.1.2c	Making planning for waste a local statutory requirement	Ongoing	Seek District council agreement to including SWP developer guidance as part of their local development plans, and raise awareness of the importance of ensuring homes are built with waste in mind, including through the County Waste and Minerals plan.
3.1.2d	Embedding planning for waste in climate emergency agenda	2020/21	Work with the 'Built Environment' joint councils climate emergency team to ensure waste is considered alongside other climate change factors in how Somerset tackles the built environment.
<b>3.1.3</b>	<b>Providing operational support to schools</b>	2020/21 onwards	Our review of the school's service has identified that schools would benefit from additional operational support to ensure that they recycle effectively, and SWP have agreed with Support Services for Education that this support will be provided by SWP. The costs of this will be covered through charges to schools. The pricing structure enables us to cover the costs of staff and provide schools with 'binrastructure' inside and outside of schools.
<b>3.1.4</b>	<b>Embedding behavioural insights into our work</b>	Ongoing	Understanding behaviour will be crucial to target interventions, and regular participation and composition analysis is crucial to this. In addition to capturing intelligence through our in-cab technology, SUEZ are required to conduct participation analysis every 2 years and composition analysis will be undertaken alongside this.
<b>3.1.5</b>	<b>Improve data on containers in use</b>	Ongoing	Ensuring we have robust, detailed and up to date data on containers in use (for additional kerbside refuse capacity, communal properties and schools), will enable us to target improvements more effectively.
<b>3.1.6</b>	<b>Improve processes around occupation of new homes</b>	2020/21	Implement process improvements identified in SWAP audit to ensure that notification of new property occupation/home ownership is seamless and that we take advantage of this opportunity to change behaviours
<b>3.2</b>	<b>Strategy and influence</b>		
<b>3.2.1</b>	<b>Develop SWP long term strategy</b>	2020/21	A long-term framework to 2050 is needed to align with Central Government's Resources and Waste Strategy to set out our ambition, the outcomes we want to achieve, our high-level targets and our over-arching approach. The timing of this will depend upon the timing of further consultations from central government, as these will have a key impact on our own strategy.
<b>3.2.2</b>	<b>Seek to influence national policy</b>	Ongoing	With a number of major government consultations expected from central government, it will be crucial that SWP uses its reputation as a sector leader. Working with partners

## Business Plan 2020-25

	<b>decisions</b>		across the region may enable SWP to achieve things that are not possible through working solely at the County level.
<b>3.2.3</b>	<b>Ensure that waste is seen as a resource</b>	Ongoing	Viewing waste as a resource and moving to a more circular economy reflect SWP's vision of a more sustainable Somerset. The joint climate emergency strategy provides an opportunity to embed this agenda across the public sector in Somerset.
<b>3.3</b>	<b>Building partnerships</b>		
<b>3.3.1</b>	<b>Working with communities</b>	Ongoing	With limited resources, we need to develop strong partnerships with others in order to ensure that we cost-effectively drive people to change behaviours. Developing strategic partnerships with others, especially third sector organisations working in areas with low recycling performance, is a crucial means to do this. SW:EEP funding will potentially help support behavioural change in communities.
<b>3.3.2</b>	<b>Support for alternatives to disposable nappies and wipes</b>	Ongoing	Support for local cloth nappy library groups to encourage more people to take up reusable nappies, and to explore how we can work more effectively with health visitors and other stakeholders (e.g. Wessex Water in relation to disposable wipes).
<b>3.3.3</b>	<b>Support for parish and town councils</b>	Ongoing	Explore how we can share our toolkits and guidance (e.g. on composting, food waste, and setting up a plastic pot, tub and tray collection point) for those town and parish councils who want to take more local action on climate change.
<b>3.3.4</b>	<b>Review food and compost champions</b>	2020/21	With our scarce resources we need to ensure that the activities we undertake are delivering value for money
<b>3.3.5</b>	<b>Exploring prevention opportunities</b>	Ongoing	In addition to training all collection staff to be dementia aware, SWP will seek to identify other ways in which we can support the wider agendas of our partner authorities – for example how we can more effectively use the eyes and ears of our staff on the ground to better support vulnerable residents, whether we can undertake road condition surveys using our vehicles.

## SWP Budget 2020 - 21

The following table shows the projected year budget for Somerset Waste Partnership. A draft Annual Budget for the forthcoming year will be brought to the December meeting of the Somerset Waste Board, with the final budget due in February 2020. Income from residents for waste related services is currently mostly retained by the collection authorities and is therefore not shown in this paper (whilst the costs of delivering these services are shown). The most significant portion of this is Garden Waste subscriptions, which will generate income for district councils of £55.50 for each wheeled bin subscription in 2020/21 – a reduction in the charge on the previous year made possible by our new contract, whilst still ensuring that the service is subsidy free.

### Recycle More Implementation

As set out in section 1.1.3 of this Business Plan, the roll-out of the new Recycle More collection service is scheduled to be completed in February 2022. No savings as a result of the new contract will be taken from the Somerset Waste Partnership by any partner until all roll out costs have been fully funded – ensuring that all partners benefit equitably. Savings are expected to be seen from Recycle More in 2022/23 once roll-out costs have been fully funded. The overall savings are anticipated to be over £2m per annum.

All partners have agreed capital borrowing to purchase the vehicles (c£18m), fund depot works and equipment (c£7m), and purchase additional containers. Each district partner is borrowing £5.0m on behalf of the Somerset Waste Partnership at a return of the Public Works Loan Board (PWLB) rate plus 1%. In addition to this direct return to each borrowing partner (paid for through the contract), SUEZ are providing an additional £1.8m per annum collection contract discount reflecting the value to them of not having to borrow capital themselves.

The revenue costs associated with roll-out will be funded from a Recycle More Project Fund. This will cover the costs of recycling advisors (supporting people with the transition), communications and marketing and in-year transition costs (the additional costs of the current service model as opposed to Recycle More, based on forecast tonnage and material values. This also includes an allowance for risk (such as the risk that capital borrowing rates change before funds are actually drawn down). An equalisation reserve will be established after the roll-out period in order to smooth out potential fluctuations in recycle revenue, built up from 20% of forecast annual recycle revenue.

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### 6.2 Full Draft Budget Summary 2020/21

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Business Plan 2020- 2025							Business Plan 2020- 2025					
Summary Annual Budgets 2020/2021							Summary Draft Annual Budgets					
Rounded £000s	Total	SCC	MDC	SDC	SSDC	SWaT	Rounded £000s	2020/21	2021/22	2022/23	2023/24	2024/25
<b>Expenditure</b>							<b>Expenditure</b>					
Salaries & On-Costs	1086	494	125	125	176	165	Salaries & On-Costs	1086	1097	1108	1119	1130
Other Head Office Costs	255	116	28	30	42	39	Other Head Office Costs	255	255	255	255	255
Support Services	126	55	14	15	22	20	Support Services	126	126	126	126	126
Disposal - Landfill	12448	12448					Disposal - Landfill	12448	12696	13280	13890	14528
Disposal - HWRCs	10158	10158					Disposal - HWRCs	10158	10240	10639	11054	11485
Disposal - Food waste	1656	1656					Disposal - Food waste	1656	1613	1698	1786	1880
Disposal - Hazardous waste	214	214					Disposal - Hazardous waste	214	253	268	285	302
Composting	1863	1863					Composting	1863	2151	2321	2504	2702
Kerbside Recycling	9829		2022	2023	3007	2777	Kerbside Recycling	9829	10207	10599	11007	11430
Green Waste Collections	2905		556	651	871	827	Green Waste Collections	2905	3016	3127	3247	3371
Household Refuse	6618		1363	1360	2015	1881	Household Refuse	6618	6872	7136	7410	7694
Clinical Waste	129		26	28	39	36	Clinical Waste	129	134	139	144	150
Bulky Waste Collection	91		20	15	28	28	Bulky Waste Collection	91	94	98	101	105
Container Maintenance & Delivery	246		49	53	78	65	Container Maintenance & Delivery	246	255	265	275	286
Container Supply	483		93	123	154	114	Container Supply	483	502	521	541	562
Pension Costs	69		2	2	63	2	Pension Costs	69	69	69	69	69
Depot Costs	209		42	45	63	59	Depot Costs	209	209	209	209	209
Village Halls	5		5				Village Halls	5	5	5	5	5
Transfer Station Avoided Costs	341	341					Transfer Station Avoided Costs	341	351	361	372	383
Recycling Credits	2645	2645					Recycling Credits	2645	2724	2806	2890	2977
Capital Financing Costs	231		52	41	78	60	Capital Financing Costs	231	231	231	231	231
<b>Total Direct Expenditure</b>	<b>51606</b>	<b>29989</b>	<b>4393</b>	<b>4516</b>	<b>6633</b>	<b>6075</b>	<b>Total Direct Expenditure</b>	<b>51606</b>	<b>53100</b>	<b>55261</b>	<b>57521</b>	<b>59880</b>
<b>Income</b>							<b>Income</b>					
Sort It Plus Discounts	-80		-16	-17	-24	-23	Sort It Plus Discounts	-80	-80	-80	-80	-80
Transfer Station Avoided Costs	-341		-69	-73	-102	-96	Transfer Station Avoided Costs	-341	-351	-361	-372	-383
Garden & Bulky Income	-674		-603	-15	-28	-28	Garden & Bulky Income	-674	-677	-681	-685	-688
Recycling Credits	-2615		-552	-523	-806	-734	Recycling Credits	-2615	-2693	-2774	-2857	-2943
<b>Total Income</b>	<b>-3709</b>	<b>0</b>	<b>-1240</b>	<b>-628</b>	<b>-960</b>	<b>-881</b>	<b>Total Income</b>	<b>-3709</b>	<b>-3801</b>	<b>-3896</b>	<b>-3994</b>	<b>-4095</b>
<b>Total Net Expenditure</b>	<b>47897</b>	<b>29989</b>	<b>3153</b>	<b>3888</b>	<b>5673</b>	<b>5194</b>	<b>Total Net Expenditure</b>	<b>47897</b>	<b>49299</b>	<b>51365</b>	<b>53527</b>	<b>55786</b>
<b>Assumptions</b>							<b>Assumptions</b>					
This is a continuation budget and does not include the impact of recycle more or a new contractor							This is a continuation budget and does not include the impact of recycle more or a new contractor					
1% annual pay award for all years							1% annual pay award for all years					
1% housing growth for all years							1% housing growth for all years					
Collection contract inflation 3% in all years							Collection contract inflation 3% in all years					
Disposal contract inflation between 2.5% & 4.25% (for different contract areas), annually in all years							Disposal contract inflation between 2.5% & 4.25% (for different contract areas), annually in all years					
Tonnage growth 1.5% annually for all years							Tonnage growth 1.5% annually for all years					

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DATED \_\_\_\_\_

SOMERSET COUNTY COUNCIL  
and  
MENDIP DISTRICT COUNCIL  
and  
SEDGEMOOR DISTRICT COUNCIL  
and  
SOUTH SOMERSET DISTRICT COUNCIL  
and  
SOMERSET WEST AND TAUNTON COUNCIL

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INTER AUTHORITY AGREEMENT  
relating to the Somerset Waste Board

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## INTER-AUTHORITY AGREEMENT

DATE 30<sup>TH</sup> SEPTEMBER 2007

### PARTIES

- (1) SOMERSET COUNTY COUNCIL of County Hall, Taunton, Somerset TA1 4DY (the "**County Council**"); and
- (2) MENDIP DISTRICT COUNCIL of Cannards Grave Road, Shepton Mallet, Somerset BA4 5BT ("**Mendip**"); and
- (3) SEDGEMOOR DISTRICT COUNCIL of Bridgwater House, King Square, Bridgwater, Somerset TA6 3AR ("**Sedgemoor**"); and
- (4) SOUTH SOMERSET DISTRICT COUNCIL of PO Box 25, The Council Offices, Brympton Way, Yeovil, Somerset BA20 2DS ("South Somerset"); and
- (5) SOMERSET WEST AND TAUNTON COUNCIL of The Deane House, Belvedere Road, Taunton, Somerset, TA1 1HE ("Somerset West and Taunton").

### IT IS AGREED AS FOLLOWS:

#### RECITALS:

- (A) The County Council is the waste disposal authority for the County of Somerset under section 30(2) of the Environmental Protection Act 1990 and the other Partner Authorities are the waste collection authorities for their respective districts under section 30(3) of the Environmental Protection Act 1990.
- (B) The Partner Authorities wish to create a statutory joint committee to be known as the Somerset Waste Board to manage all waste collection and waste disposal services on behalf of the Partner Authorities and to improve the quality and efficiency of their waste collection, recycling, waste disposal and allied services.
- (C) The Partner Authorities have each agreed to form a joint committee under sections 101(5) and 102 of the Local Government Act 1972 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 (S.I. 2000 No. 2851) as amended by the Local Authorities (Arrangements for the Discharge of Functions) (England) (Amendment) Regulations 2001 (S.I. 2001 No. 3961) made under section 20 of the Local Government Act 2000 and any other enabling legislation.
- (D) The Partner Authorities wish to establish a clear and accountable framework under which they can work together in delivering their waste disposal and waste collection responsibilities and to promote the economic, environmental and social well-being of their respective areas. They wish to be able to respond in a more effective and co-ordinated way in relation to the development and implementation of the Joint Waste Management Strategy and to introduce and promote joint working arrangements that will be in the best interests of the Council Tax payers of the Partner Authorities.
- (E) Each of the Partner Authorities recognises in particular the need to address central government and European targets for waste minimisation, recycling and recovery of waste and the promotion of sustainable development including the use of waste as a resource.

- (F) The Partner Authorities have an aspiration to move towards the creation of a joint waste authority when legislation permits.
- (G) The Partner Authorities have each resolved to:
1. form the Board with effect from the date of this Agreement;
  2. delegate to the Board their statutory functions in relation to waste disposal or waste collection and the recycling of waste as set out in appendix 1 of the Constitution; and
  3. to agree the Constitution.

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires:

**"2000 Act"**

means the Local Government Act 2000;

**"2000 Regulations"**

means the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 (S.I. 2000 No. 2851) as amended by the Local Authorities (Arrangements for the Discharge of Functions) (England) (Amendment) Regulations 2001 (S.I. 2001 No. 3961) made under Section 20 of the 2000 Act;

**"Administering Authority"**

means the authority referred to in **clause 5.1**;

**"Agreement"**

means this agreement (including its schedules);

**"Aims and Objectives"**

means the aims and objectives set out in appendix 2 to the Constitution;

**"Annual Action Plan"**

means a plan for the performance by the Board of its functions and activities in any Financial Year pursuant to paragraph 10 of the Constitution to be contained in the Business Plan prepared for that Financial Year and including an audit plan and risk register;

**"Annual Budget"**

means the annual budget of the Board for a Financial Year approved or amended by the Partner Authorities in accordance with **clause 12** and paragraph 11 of the Constitution;

**"Authority"**

means any Partner Authority;

**"Best Value"**

means the duty of best value authorities under section 3(1) of the Local Government Act 1999 to make arrangements to secure continual improvement in the way in which its functions are exercised having regard to economy, efficiency and effectiveness;

**"Board"**

means the joint committee established pursuant to **clause 3.1** known as 'The Somerset Waste Board';

**"Business Day"**

means a day (other than a Saturday or Sunday) on which banks are open for domestic business in

the City of London;

**"Business Plan"**

means the rolling five year business plan approved by the Board from time to time in accordance with paragraph 10 of the Constitution together with the First Business Plan as set out in appendix 4 of the Constitution;

**"CEDR"**

means the Centre for Effective Dispute Resolution;

**"Chief Executive"**

means the Chief Executive or the head of paid service of the Partner Authority(ies);

**"Clerk of the Board" or "Clerk"**

means the clerk of the Board appointed pursuant to **clause** 4.1.1;

**"Collection Contract"**

means the contract for the collection and recycling or disposal of household waste for the County of Somerset to be entered into by the Administering Authority on behalf of the Board, and the Collection Contractor;

**"Collection Contractor"**

means ECT Recycling CIC (or such other contractor as may be appointed under the terms of the Collection Contract from time to time);

**"Commencement Date"**

means the date of this Agreement;

**"Confidential Information"**

means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1988;

**"Constitution"**

means the constitution of the Board as set out in **Schedule** 1 (The Constitution);

**"Disposal Contracts"**

means together the following contracts:

- (a) the core services contract;
- (b) the NWTF contract;
- (c) the tonnage agreement; and
- (d) the strategic partnering agreement,

entered into by the County Council and Viridor Waste Management Limited and dated 13 May 2006 or any contracts subsequently entered into by the Administering Authority replacing such contracts;

**"DPA"**

means the Data Protection Act 1998;

**"EIR"**

means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations;

**"EPA 1990"**

means the Environmental Protection Act 1990;

**"Financial Year"**

means a calendar year commencing on 1st April in any year;

**"First Business Plan"**

means the outline business plan for the first Financial Year of the operation of the Board contained in appendix 4 of the Constitution;

**"FOI Act"**

means the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such Act;

**"Joint Waste Management Strategy"**

means the joint municipal waste management strategy adopted by the Board from time to time as required under section 32 of the Waste and Emissions Trading Act 2003;

**"LGA 1972"**

means the Local Government Act 1972;

**"Managing Director"**

means the head of the Single Client Group appointed by the Board pursuant to **clause 9** and paragraph 17.2 of the Constitution;

**"Material Change"**

means a change proposed to this Agreement or to the operation of the Board which a Partner Authority (acting reasonably) considers to be a material change to the nature or operation of the Board (including a change which has a material impact on service design or the cost of the services provided under the Principal Contracts) and which it considers must be subject to approval by elected members of the Partner Authority;

**"Monitoring Officer"**

means the officer appointed pursuant to **clause 4.1.3**;

**"Partner Authority"**

means any one of the County Council, Mendip, Sedgemoor, South Somerset and Somerset West and Taunton whilst ever they remain as Partner Authorities and such other local authorities which from time to time become Partner Authorities in accordance with **clause 14.5** and paragraph 16.8 of the Constitution;

**"Personal Data"**

means personal data as defined in the DPA which is supplied to a contractor by the Board, the Administrating Authority or a Partner Authority or obtained by a contractor in the course of performing services to the Board;

**"Precept Dates"**

means the dates set each year for payment of the Council Tax precept to the County Council;

**"Principal Contracts"**

means the Collection Contract and the Disposal Contracts and any contracts replacing such contracts and such other contracts as the Board may administer from time to time on behalf of the Partner Authorities;

**"Prohibited Act"**

means:

- (a) offering, giving or agreeing to give to any servant of a Partner Authority any gift or consideration of any kind as an inducement or reward:
  - (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement, the Principal Contracts or in relation to the operation and administration of the Board; or
  - (ii) for showing or not showing favour or disfavour to any person in relation to this Agreement, the Principal Contracts or in relation to the operation and administration of the Board;
- (b) entering into this Agreement or any other contract with a Partner Authority or other public body relating to this Agreement or the Board in connection with which commission has been paid or has been agreed to be paid by a Partner Authority or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the other Partner Authorities;
- (c) committing any offence relating to this Agreement, the Principal Contracts or in relation to the operation and administration of the Board:
  - (i) under the Prevention of Corruption Acts 1889 -1916;
  - (ii) under the LGA 1972;
  - (iii) under legislation creating offences in respect of fraudulent acts; or
  - (iv) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with a Partner Authority; or
- (d) defrauding or attempting to defraud or conspiring to defraud a Partner Authority in relation to this Agreement, the Principal Contracts or in relation to the operation and administration of the Board;

**"Review Notice"**

means a notice served by any Partner Authority in accordance with **clause 20.1**;

**"Review Report"**

means a report of a review referred to in **clause 20.3**;

**"Single Client Group" or "SCG"**

means the group of officers employed by the Administering Authority appointed from time to time pursuant to **clause 8**;

**"Standing Orders and Rules of Procedure"**

means the standing orders and rules of procedure for meetings of the Board and its sub-committees together with the financial regulations and contract procedure rules for the Board (which shall be those of the Administering Authority), subject to such amendments or additions as the Board sees fit except amendments to the financial regulations and contract procedure rules which shall be those of the Administering Authority;

**"Strategic Management Group" or "SMG"**

means the group comprising the Directors of Environment (or equivalent) from the Partner Authorities formed in accordance with, and having the role and responsibilities set out in **clause 10**;

**"SWB Member"**

means a member of the Board nominated by a Partner Authority in accordance with paragraph 4 of the Constitution;

**"Treasurer"**

means the treasurer of the Board appointed pursuant to **clause 4.1.2**;

**"TUPE"**

means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time;

**"VAT"**

means value added tax;

**"Workforce Code"**

means the Annex D, the "Code of Practice on Workforce Matters in Local Authority Service Contracts", in "Best Value and Performance Improvement" (ODPM Circular 03/2003) (as the same may be amended, supplemented, replaced and/or reissued from time to time).

**1.2 Interpretation**

1.2.1 In this Agreement (unless the context requires otherwise):

- (a) references to clauses and schedules are to the clauses and schedules of this Agreement. Any reference to a sub-clause is to the relevant sub-clause of the clause in which it appears;
- (b) references to paragraphs and appendices are to the paragraphs and appendices of the Constitution;
- (c) the table of contents and headings are not part of this Agreement and are not to be taken into account in the interpretation of this Agreement;
- (d) the use of the masculine gender alone includes the feminine and neuter genders and the singular includes the plural and vice versa;
- (e) references to legislation (including subsidiary legislation), determinations, and directions include all amendments, replacements, or re-enactments thereof and all regulations, determinations, directions and statutory guidance made or given under them save that the treatment under this Agreement of any such amendment or modification that imposes any new or extended obligation or liability adversely affecting the parties or any of them shall be determined by the Board after consultation with the Partner Authorities, provided that where any Partner Authority (acting reasonably) considers such amendment or modification would result in a Material Change, the amendment or modification shall require the approval of the Partner Authority;
- (f) any reference to a requirement for "consent" or "approval" shall be taken to be the prior written consent or approval of the relevant person or body;
- (g) the terms "including" and "in particular" are illustrative only and are not intended and shall not limit the meaning of the relevant words that precede them;
- (h) the term "persons" means individuals, companies, industrial and provident societies, limited liability partnerships, statutory bodies, or other bodies with a legal personality and includes H.M. Government, government departments, and the European Union and its constituent parts; and
- (i) the Schedules to this Agreement are to have effect as if set out in full in the body of this Agreement and references to this Agreement include the Schedules.

1.2.2 The principles set out in this **clause** 1.2 shall be borne in mind and applied so far as appropriate in the interpretation of this Agreement and in the resolution of any disputes under this Agreement.

**2. COMMENCEMENT AND DURATION**

This Agreement and the rights and obligations of the Partner Authorities under this Agreement shall take effect on the Commencement Date and shall continue until terminated or they expire in accordance with **clause** 15.

### **3. FORMATION OF THE SOMERSET WASTE BOARD**

- 3.1 The Partner Authorities have each agreed and resolved to form the Board with effect from the Commencement Date.
- 3.2 The Partner Authorities have each agreed and resolved that the Board should discharge their respective statutory functions with respect to waste disposal, waste collection and the recycling of waste which statutory functions are set out in appendix 1 part I of the Constitution.
- 3.3 In the performance of the statutory functions delegated to the Board the Partner Authorities hereby agree that the Board shall undertake on behalf of the Partner Authorities the activities set out in appendix 1 part II of the Constitution.
- 3.4 The Partner Authorities have agreed that the Board may perform all, or some of, its functions through contracts with third party contractors (including the Principal Contracts) and that the Administering Authority shall be a party to these contracts on behalf of the Board.
- 3.5 The Partner Authorities acknowledge that the powers, duties and functions of the waste disposal authority in respect of sections 6 to 8 of the Waste and Emissions Trading Act 2003 remain with the County Council, and that sections 9, 12, 31 and 32 have been delegated to the Board. In accordance with paragraph 2.7 of the Constitution and **clause** 13.8 and **Schedule 5** (Budget and Cost Sharing Agreement) the Partner Authorities agree that the Single Client Group and the Board will work in close consultation with and support and advise the County Council with regard to trading under LATS. The County Council shall remain responsible for trading, liable for the purchase of allowances or payment of any penalties arising as a result of exceeding allowances and shall retain the benefit of any income received from trading under LATS, and will work in close consultation with and support and advise the Single Client Group and the Board with regard to the waste strategy implications of its trading activities and plans.
- 3.6 The Board shall operate and be governed in accordance with the Constitution as may be amended from time to time in accordance with paragraph 12 of the Constitution.
- 3.7 The Administering Authority shall procure that the Managing Director shall notify the Chief Executives of the Partner Authorities of any proposed amendments to the Constitution in accordance with paragraph 12.3 of the Constitution. Each Partner Authority shall consider any such proposed amendments in good faith and act reasonably in deciding whether or not any proposed amendments amount to a material change (as defined in the Constitution).
- 3.8 The Board shall continue in existence unless and until dissolved in accordance with **clauses** 7.3, or 15 or paragraph 16.6 of the Constitution.

### **4. ADMINISTRATIVE SUPPORT TO THE BOARD AND THE APPOINTMENT OF THE OFFICERS OF THE BOARD**

#### **Appointment**

- 4.1 The Partner Authorities hereby agree with effect from the Commencement Date that:
- 4.1.1 the Clerk of the Board shall be the 'Group Manager Democratic Services' of the Administering Authority for the time being, or such other officer as the Administering Authority shall determine having regard to the nature and responsibilities of the role;
- 4.1.2 the Treasurer of the Board shall be the section 151 officer of the Administering Authority or a suitably qualified Deputy; and
- 4.1.3 the Monitoring Officer of the Board shall be the Monitoring Officer of the Administering Authority.

#### **Roles of the Officers**

4.2 The role of the Clerk shall be as set out in paragraph 4 of appendix 6 of the Constitution.

4.3 The role of the Treasurer shall be as set out in paragraph 4 of appendix 6 of the Constitution.

#### **Administrative support to the Board**

4.4 Legal advice and services shall be provided to the Board by the Administering Authority. In the event of conflict of interest or potential conflict of interest between the interests of the Board and the interests of the Administering Authority, the Board shall appoint the Head of Legal Services of one of the other Partner Authorities to advise and act on behalf of the Board.

4.5 Human resources advice and services shall be provided to the Board by the Administering Authority.

4.6 The Administering Authority shall provide or arrange such additional administrative services, resources and office facilities that may be reasonably necessary to enable the Single Client Group and the Board to discharge their roles and functions.

4.7 The costs of providing the above advice and services shall form part of the Annual Budget of the Board and shall be funded by the Partner Authorities in accordance with the principles set out in **Schedule 5** (Budget and Cost Sharing Agreement).

#### **5. ROLE AND RESPONSIBILITIES OF THE ADMINISTERING AUTHORITY**

5.1 The Partner Authorities agree that the County Council shall be the Administering Authority for the purposes of this Agreement until removed or replaced in accordance with **clause 7**.

5.2 The Administering Authority shall:

5.2.1 arrange for the Single Client Group to discharge its roles and functions as set out in **clause 8**;

5.2.2 receive each Partner Authority's share of the Annual Budget calculated in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement);

5.2.3 make the payments due under the Principal Contracts;

5.2.4 ensure that the Board operates in accordance with the Constitution and Standing Orders and Rules of Procedure including notifications for meetings of the Board;

5.2.5 arrange for the Treasurer to promptly and diligently perform the role of accounting officer for all funds held on account of the Board and to make and provide all appropriate banking and accounting arrangements and services required for the due and proper receipt holding and application of such funds and to assist the Board in the discharge of its functions;

5.2.6 arrange for the Monitoring Officer to promptly and diligently perform the role of monitoring officer in relation to the Board and to notify the monitoring officers of the other Partner Authorities should it appear to him at any time that any proposal decision or omission of the Board constitutes or may give rise to a contravention of any enactment or rule of law or maladministration under Part III of the Local Government Act 1974;

5.2.7 subject to **clause 4.4**, provide or arrange promptly and diligently such legal advice as requested by the Board from time to time;

5.2.8 provide or arrange promptly and diligently such human resources advice and services as requested by the Board from time to time;

5.2.9 provide or arrange promptly and diligently such additional administrative services, resources and office facilities that may be reasonably necessary to discharge the Board's functions;



- 5.2.10 where agreed by the Board hold any capital assets in respect of the Principal Contracts and the Single Client Group on behalf of the Board and/or the Partner Authorities;
- 5.2.11 be the contracting authority on behalf of the Board;
- 5.2.12 to carry out any functions delegated to it by the Board; and
- 5.2.13 instigate and defend legal proceedings on behalf of the Board, the other Partner Authorities (subject to obtaining the prior written consent of the relevant Partner Authority(ies)) and itself as appropriate.
- 5.3 The Administering Authority shall be responsible for the appointment, employment and management of the staff of the Single Client Group (save that the Managing Director shall be appointed by the Board in accordance with paragraph 17.2 of the Constitution) and for the payment of the salaries, wages, income tax, national insurance contributions, and all other payments and emoluments of such staff provided that such payments shall not, without the approval of the Board exceed the amount specified within the Annual Budget for such expenditure.
- 5.4 The Administering Authority shall provide such administrative services, resources and arrange or provide such office facilities that may be reasonably necessary to enable the Single Client Group to carry out its functions and activities.
- 5.5 The Administering Authority shall ensure that all contracts entered into by it on behalf of the Board shall contain provisions enabling them to be novated to all or any of the Partner Authorities, at no cost to the Partner Authorities other than reasonable legal costs incurred in completing such novations.

## **6. ROLE AND RESPONSIBILITIES OF THE PARTNER AUTHORITIES**

- 6.1 Each Partner Authority acknowledges the role and responsibilities of the Administering Authority and each Partner Authority's obligations to share in good faith the costs of the Board in accordance with this Agreement and the Constitution.
- 6.2 The Partner Authorities acknowledge and agree that they shall promptly pay any money properly due in accordance with this Agreement and the Constitution (including but not limited to their contributions to the Annual Budget) to the Administering Authority.
- 6.3 Where any Partner Authority (acting in good faith) disputes all or any part of any sum due the undisputed amount of such sum shall be paid to the Administering Authority in accordance with **clause** 13 and the principles set out in **Schedule** 5 (Budget and cost sharing agreement) and the provisions of **clause** 32 shall apply in respect of the disputed amount.
- 6.4 Following resolution of the dispute in question any amount agreed or determined to have been payable shall be paid forthwith to the Administering Authority together with any additional amount calculated in accordance with **clause** 13.6.
- 6.5 The Partner Authorities shall use all reasonable endeavours to make any decisions or ratify any decisions of the Board as required by this Agreement or the Constitution as soon as reasonably practicable.
- 6.6 Each Partner Authority shall consider any proposed amendments to the Business Plan (including the Annual Action Plan) under paragraph 10.7 of the Constitution in good faith and act reasonably in considering whether or not the proposed amendments amount to a material change (as defined in the Constitution) requiring the approval of the Partner Authority.
- 6.7 Each Partner Authority shall consider any such proposed amendments to the Annual Budget under paragraph 11.5 of the Constitution in good faith and act reasonably in considering whether or not to approve any proposed amendments.

6.8 Each Partner Authority shall grant to the Administering Authority leases and give consent to the grant of underleases to the Collection Contractor (in forms to be agreed by the relevant Partner Authority and the Administering Authority) of its respective depot(s) or part thereof as may be reasonably required by the Collection Contractor for the provision of the services under the Collection Contract and as agreed by the relevant Partner Authority acting reasonably and taking into account any other operational requirements for which the depot is or may be required.

6.9 The Partner Authorities shall comply with their obligations as set out in **Schedule 2** (Transition arrangements).

## **7. REPLACEMENT OR REMOVAL OF THE ADMINISTERING AUTHORITY**

### **7.1 Resignation of the Administering Authority**

7.1.1 The Administering Authority may upon giving at least one year's written notice to the Managing Director and to the Chief Executives of the other Partner Authorities resign from the position of Administering Authority.

7.1.2 The Partner Authorities shall upon receipt of such notice as soon as possible agree (in consultation with the Board) that one of the other Partner Authorities shall replace the resigning Administering Authority with effect from the expiry of such notice.

7.1.3 The provisions of **Schedule 3** (Change of Administering Authority) shall apply as to the novation of the Principal Contracts (but excluding the Disposal Contracts which shall remain with the County Council) and the arrangements for the transfer of the staff of the Single Client Group and all assets, property, rights and liabilities of the outgoing Administering Authority held by it or undertaken on behalf of the Board to the incoming Administering Authority.

### **7.2 Removal of the Administering Authority**

7.2.1 If the Administering Authority:

- (a) commits a substantial or persistent breach of the terms of this Agreement or of the provisions of the Constitution; or
- (b) fails to redress substantial or persistent under-performance of its duties under this Agreement or fails to meet the reasonable requirements of the Board; or
- (c) commits gross misconduct contrary to the provisions of local government legislation or contrary to proper practices and conduct,

a majority of the other Partner Authorities may terminate the appointment of the Administering Authority under this Agreement by not less than six months' written notice to the Administering Authority whereupon following the service of such notice, the other Partner Authorities shall as soon as possible agree (in consultation with the Board) that one of the other Partner Authorities shall take over the duties of the Administering Authority with effect from the date of expiry of such notice and the provisions of **Schedule 3** shall apply.

7.3 In the event that the Administering Authority has resigned or its appointment has been terminated (in accordance with this **clause 7**) and no other Partner Authority wishes to assume the role of the Administering Authority, the Partner Authorities shall be deemed to have agreed to the dissolution of the Board on the effective date of the resignation or termination and the provisions of **clause 15** and **Schedule 6** (Exit arrangements) shall apply.

## **8. THE SINGLE CLIENT GROUP**

8.1 The Administering Authority shall establish the Single Client Group headed by the Managing Director to carry out on behalf of the Board the following activities:

- 8.1.1 to monitor and manage the performance of the Principal Contracts;
  - 8.1.2 in conjunction with support provided by the Administering Authority to prepare monitor and control the progress of the Business Plan, Annual Action Plans and the Annual Budget to ensure they continue to fulfil business needs;
  - 8.1.3 to advise the Board generally on waste management initiatives (both local and national) and the progress in delivering the Aims and Objectives;
  - 8.1.4 prepare reports and recommendations for consideration by the Board, support the setting of the strategic direction of the Board and the context within which waste services are developed, managed and operated;
  - 8.1.5 ensure that where any information is received from or requested by a supplier or contractor under the Principal Contracts, the dissemination, collation and provision of information is effected within a timescale which is compatible with any time provisions detailed in the Principal Contracts and in any event as soon as is reasonably practicable;
  - 8.1.6 refer any requests from contractors for a consent or approval to appropriate officers, the Board or the Managing Director as appropriate and then communicate any decision back to the contractors under the Principal Contracts. Such communications shall be within a timescale which is compatible with any time provisions detailed in the Principal Contracts and in any event as soon as reasonably practicable;
  - 8.1.7 to prepare and make recommendations to the Board on waste management issues involving central government and other external agencies;
  - 8.1.8 to provide a full assessment of the short, medium and long term financial, resource, service, legal and contractual implications of waste management services for the Board, the Administering Authority and each Partner Authority; and
  - 8.1.9 prepare and submit for approval by the Board an annual internal audit plan. Regularly report on the findings of any audits undertaken to the Board and to the section 151 officers of all of the Partner Authorities; and
  - 8.1.10 prepare a strategic risk register relating to the functions of the Board and regularly submit this, together with details of any mitigation actions implemented, to the Board.
- 8.2 The provisions of **Schedule 2** (Transition agreement) shall apply in relation to the transfer of staff, assets and equipment from the other Partner Authorities to the Administering Authority in respect of the establishment of the Single Client Group with effect from the Commencement Date.

## **9. THE MANAGING DIRECTOR**

- 9.1 The Partner Authorities agree that the Managing Director shall be appointed by the Board in accordance with paragraph 17.2 of the Constitution and shall report to the Board.
- 9.2 The duties and functions delegated to the Managing Director shall be agreed by the Board in accordance with the scheme of delegation adopted by the Board in accordance with paragraph 8.1 of the Constitution.

## **10. STRATEGIC MANAGEMENT GROUP**

- 10.1 The Partner Authorities shall with effect from the Commencement Date form the SMG.
- 10.2 The SMG shall meet as and when required and the Partner Authorities shall share (in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement)

the administrative costs and arrangements required for the SMG.

- 10.3 The Partner Authorities agree that the SMG shall have the following roles and responsibilities:
- 10.3.1 to ensure that the legal duties and statutory functions of the Partner Authorities delegated to the Board in accordance with the Constitution are being discharged effectively in accordance with relevant legislation and with due economy, efficiency and effectiveness;
- 10.3.2 to ensure that the duties of the Partner Authorities with respect to Value for Money are complied with including any duties under the Workforce Code;
- 10.3.3 to review each Business Plan and Annual Action Plan prepared by the Single Client Group and make recommendations for any changes it deems necessary (acting reasonably) in accordance with paragraph 10 of the Constitution prior to submission to the Board for approval;
- 10.3.4 to review the Annual Budget prepared by the Treasurer and where relevant make recommendations for any changes it deems necessary (acting reasonably) in accordance with paragraph 11 of the Constitution before submission to the Board and each Partner Authority for approval;
- 10.3.5 to consider the reports submitted by the Managing Director regarding the performance of the Board; and
- 10.3.6 to review the effectiveness of the Board in:
- (a) helping each Partner Authority to meet its statutory and local targets; and
  - (b) achieving efficiency savings on behalf of all of the Partner Authorities,
- following which it shall report and, where appropriate, make recommendations to the Partner Authorities on the effectiveness of the Board and any changes or amendments necessary to improve the effectiveness of the Board.

## **11. BUSINESS PLAN**

- 11.1 The Partner Authorities acknowledge the requirements of paragraph 10 of the Constitution in respect of the preparation and agreement of the Business Plan and the Annual Action Plan.
- 11.2 The Partner Authorities shall comply with the requirements of paragraph 10 of the Constitution and provide such reasonable assistance as is necessary to each other, the Board and the Administering Authority to assist in delivering the Business Plan and the Annual Action Plan.

## **12. ANNUAL BUDGET**

- 12.1 The Partner Authorities acknowledge the requirements of paragraph 11 of the Constitution in respect of the preparation and agreement of the Annual Budget.
- 12.2 The Partner Authorities shall comply with the requirements of paragraph 11 of the Constitution and provide such reasonable assistance as is necessary to each other, to the Board and to the Administering Authority to assist in preparing the Annual Budget.

## **13. CONTRIBUTIONS TO THE ANNUAL BUDGET AND TO THE BOARD'S COSTS BY THE PARTNER AUTHORITIES**

- 13.1 The Partner Authorities shall contribute to the Annual Budget in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).

- 13.2 The amount of each Partner Authority's annual contribution towards the costs of the Board in any Financial Year shall be such amounts as shall be specified for that Partner Authority in the schedule of payments attached to the Annual Budget for that Financial Year.
- 13.3 Subject to clause 13.3A each Partner Authority shall pay to the Administering Authority on behalf of the Board monthly instalments each equal to one twelfth of the annual sum payable by it to the Board in accordance with this **clause 13** and **Schedule 5** (Budget and cost sharing agreement) on the Precept Dates.
- 13.3A Where income is payable from the Administering Authority to a Partner Authority in accordance with **Schedule 5** the Administering Authority will pay such income in the proportion and at the frequencies set out in **Schedule 5**.
- 13.4 Where any Partner Authority (acting in good faith) disputes all or any part of any sum due the undisputed amount of such sum shall be paid to the Administering Authority forthwith and the provisions of **clause 32** shall apply in respect of the disputed amount.
- 13.5 Following resolution of the dispute in question any amount agreed or determined to have been payable shall be paid forthwith to the Administering Authority together with the reasonable costs and compensation for any losses incurred by the Administering Authority calculated in accordance with **clause 13.6**.
- 13.6 In the event of any Partner Authority failing to make a payment under **clause 13.3** on the relevant Precept Date, it shall pay to the Administering Authority reasonable costs and compensation for any losses incurred by the Administering Authority in respect of the outstanding instalments such amount to be calculated on a daily basis (commencing from the first Business Day after the relevant Precept Date) for each day a Partner Authority is late in making such payment.
- 13.7 Before the start of each Financial Year, the Administering Authority shall issue to each Partner Authority an annual payment and invoicing schedule for the forthcoming Financial Year, identifying the twelve monthly payments due on the Precept Dates.
- 13.8 NOT USED
- 13.9 The Partner Authorities agree to keep under review the structure of the payment of contributions under this Agreement to minimise any adverse VAT implications for any of the Partner Authorities.

#### **14. CESSATION OF MEMBERSHIP**

- 14.1 Any of the Partner Authorities can withdraw from membership of the Board in the manner set out in paragraph 16 of the Constitution.
- 14.2 In the event that a Partner Authority withdraws from the Board that Partner Authority shall continue to meet in full:
- 14.2.1 its contributions in respect of any period during which that Partner Authority was a member of the Board in accordance with **clause 13** including any arrears of such contributions;
- 14.2.2 any additional contractual or other financial commitments and liabilities incurred by the Board on its behalf not covered within its contributions under **clause 13**; and
- 14.2.3 its ongoing contributions and liabilities in respect of the Principal Contracts as notified from time to time by the Administering Authority and shall remain subject to this Agreement in respect of such ongoing contributions and liabilities calculated in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).
- 14.3 A Partner Authority withdrawing from the Board shall be entitled to receive its fair share of

any assets held by or on behalf of the Board at the date of their withdrawal when those assets are realised or sold by or on behalf of the Board unless the remaining Partner Authorities decide to retain such assets in which event they shall compensate the withdrawing Authority for its share of the market value of such assets.

- 14.4 If more than one Partner Authority gives notice of withdrawal from membership of the Board in any Financial Year the provisions of paragraph 16.4 of the Constitution shall apply.
- 14.5 If it is agreed by all Partner Authorities that another local authority should be permitted to join the Board then pursuant to Regulation 11(2)(c) of the 2000 Regulations the Board shall be dissolved and this Agreement terminated with a view to a new Board being established and a replacement agreement on similar terms to this Agreement (as varied by agreement of the proposed Partner Authorities) being completed with effect from the date of termination of this Agreement.

## **15. DISSOLUTION OF THE BOARD**

- 15.1 A majority of the Partner Authorities may at any time (whether as a result of the Board's recommendations or otherwise) agree (by formal resolutions by each of them) that the Board should be dissolved with effect six months from the date of the decision or the date on which the agreement referred to in **clause** 15.2 below is completed if later.
- 15.2 In the event of agreement that the Board should be dissolved or in the event of the termination of this Agreement in accordance with **clause** 31 the Partner Authorities shall (acting reasonably) negotiate and seek to agree and execute a legally binding agreement dealing with the novation or termination of the Principal Contracts (excluding the Disposal Contracts) and the allocation amongst the Partner Authorities of the property, assets, rights, staff and liabilities held or employed by the Administering Authority on behalf of the Board. Such agreement shall include, as a minimum, provisions to deal with the matters listed in **Schedule** 6 (Exit arrangements).
- 15.3 This Agreement shall terminate upon the relevant date the agreement entered into by the Partner Authorities in accordance with **clause** 15.2 above becomes legally binding or upon such date as the Partner Authorities agree unanimously that no further liabilities, assets or ongoing obligations, including those under the terms of the Principal Contracts, shall exist in relation to the Board.

## **16. ACCOUNTS, AUDIT AND REPORTING**

- 16.1 The Administering Authority shall procure that the Treasurer shall maintain the accounts of the Board in accordance with best accounting practice and with the CIPFA Code of Practice and with the requirements of relevant central government departments, H.M. Revenue and Customs and all other applicable requirements.
- 16.2 NOT USED
- 16.3 The Administering Authority shall procure that the Treasurer shall provide sufficient financial information to the section 151 officer of each Partner Authority to enable each Partner Authority to report on the financial status of the Board against the relevant Annual Budget.

## **17. ARRANGEMENTS INSURANCE, INDEMNITIES AND CONDUCT OF CLAIMS**

### **Indemnities**

- 17.1 Excluding any liabilities in respect of the Collection Contract (which shall be subject to **clause** 19.5) insofar as the Administering Authority shall perform its obligations and functions as Administering Authority in accordance with the provisions of this Agreement, the Partner Authorities hereby agree to be bound by and comply with any or all outcomes of

the exercise of such obligations and functions and each Partner Authority hereby undertakes to pay to the Administering Authority its appropriate share of any additional costs, contributions to claims or liabilities which may arise as a result of the performance by the Administering Authority of its obligations under this Agreement in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).

- 17.2 Each of the Partner Authorities shall indemnify the others of them from and against any damages or awards (including legal expenses on an indemnity basis) paid by them to their employees or their personal representatives or to third parties in settlement of any claims arising from a breach by that Partner Authority of this Agreement, negligence of that Partner Authority or its employees or agents acting in the course of their employment, damage to real and personal property or injury to persons including injury resulting in death.
- 17.3 Neither the Administering Authority nor any other Partner Authority shall be responsible or obliged to indemnify any other Partner Authority for:
- 17.3.1 any liability which arises as a direct result of a Partner Authority acting on the instructions of the Partner Authority claiming under any indemnity in this Agreement (to the extent that the other Partner Authority is entitled to give such instructions); or
- 17.3.2 any injury, loss, damage, cost and expense caused by the negligence, willful misconduct or a breach of this Agreement by the Partner Authority claiming under any indemnity in this Agreement or an agent, contractor or employee of that Partner Authority.
- 17.4 None of the Partner Authorities shall be liable in tort to any other or others of the Partner Authorities for any negligent act or omission of that other Partner Authority or those other Partner Authorities relating to this Agreement and the only remedy of such other Partner Authority or Authorities is under this Agreement. Each Partner Authority shall use reasonable endeavours to procure that no agent, contractor or employee of it brings a claim in tort or otherwise against any of the other Partner Authorities.
- 17.5 Any indemnity under this **clause 17** shall be without prejudice to any indemnity by the same Partner Authority under any other provision of this Agreement.
- 17.6 None of the indemnities under this Agreement shall apply, and there shall be no right to claim damages for breach of this Agreement whatsoever to the extent that any loss claimed is for loss of profits, loss of use, loss of production, loss of business or loss of business opportunity or is a claim for consequential or for indirect loss of any nature allegedly suffered by any Partner Authority.

#### **Insurance**

- 17.7 The Administering Authority shall take out and maintain the following insurances (or make suitable provision to self-insure) in respect of the employees, premises and equipment allocated to the Single Client Group:
- 17.7.1 public liability insurance;
- 17.7.2 employees liability insurance;
- 17.7.3 buildings and/or contents insurance; and
- 17.7.4 any other insurances required by law or agreed by the Board to be appropriate.
- 17.8 In relation to the insurances referred to in **clause 17.7**:
- 17.8.1 the interests of the other Partner Authorities shall be noted on the policies;
- 17.8.2 none of the Partner Authorities shall take any action or fail to take any action nor allow anything to occur which would entitle an insurer to refuse a claim under any of the insurance policies or which may render such a claim wholly or partially repayable; and

- 17.8.3 the Administering Authority shall provide on request to the other Partner Authorities copies of insurance policies referred to in this **clause** 17.7 and evidence of the payment of the premiums and that the insurances are in full force and effect.
- 17.9 The Administering Authority may (subject to the prior agreement of the Board and the other Partner Authorities) decide to self insure in respect of any risks or interest as defined and agreed by the Board and the other Partner Authorities on the basis that the Partner Authorities through their funding of the Board under this Agreement shall meet that liability as if the Board were an insurer of such risks or interest.
- 17.10 Each Partner Authority shall assist each of the other Partner Authorities in respect of the insurance requirements and obligations in this Agreement.
- 17.11 This **clause** 17.11 shall apply to the conduct, by a Partner Authority from whom an indemnity is sought under this Agreement, of claims made by a third person against a Partner Authority having (or claiming to have) the benefit of the indemnity. The Partner Authority having, or claiming to have, the benefit of the indemnity is referred to as the "**Beneficiary**" and the Partner Authority giving the indemnity is referred to as the "**Indemnifier**". Accordingly:
- 17.11.1 if the Beneficiary receives any notice, demand, letter or other document concerning any claim for which it appears that the Beneficiary is, or may become entitled to, indemnification under this Agreement, the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable having regard to any timescale imposed by a notice, demand, letter or any other form of document received by the Beneficiary;
- 17.11.2 subject to **clauses** 17.11.3, 17.11.4 and 17.11.5 below, on the giving of a notice by the Beneficiary pursuant to **clause** 17.11.1 above, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of at least half of the liability arising out of the claim, the Indemnifier shall (subject to providing the Beneficiary with an indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action (over and above those which the Beneficiary would otherwise have borne if the Indemnifier had no entitlement to conduct the relevant claim) be entitled to dispute the claim in the name of the Beneficiary at the Indemnifier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations. The Beneficiary shall give the Indemnifier all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- 17.11.3 with respect to any claim conducted by the Indemnifier pursuant to **clause** 17.11.2 above:
- (a) the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the claim;
  - (b) the Indemnifier shall not bring the name of the Beneficiary into disrepute; and
  - (c) the Indemnifier shall not pay or settle such claims without the prior consent of the Beneficiary, such consent not to be unreasonably withheld or delayed;
- 17.11.4 the Beneficiary shall be free to pay or settle any claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Agreement if:
- (a) the Indemnifier is not entitled to take conduct of the claim in accordance with **clause** 17.11.2 above; or above; or
  - (b) the Indemnifier fails to notify the Beneficiary of its intention to take conduct of the relevant claim within 20 Business Days of the notice from the Beneficiary under **clause** 17.11.2 above or notifies the Beneficiary that it does not intend to take conduct of the claim; or
  - (c) the Indemnifier fails to comply in any material respect with the provisions of **clause** 17.11.3 above;
- 17.11.5 the Beneficiary shall be free at any time to give notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal



of any claim (or of any incidental negotiations) to which **clause** 17.11.2 above applies. On receipt of such notice the Indemnifier shall promptly take all steps necessary to transfer the conduct of such claim to the Beneficiary, and shall provide to the Beneficiary all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim. If the Beneficiary gives any notice pursuant to this **clause** 17.11.5 then the Indemnifier shall be released from any liability under its indemnity under **clause** 17 (as the case may be) and, without prejudice to any accrued liabilities, any liability under its indemnity given pursuant to **clause** 17.11.2 in respect of such claim;

- 17.11.6 if the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:
- (a) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out of pocket costs and expenses properly incurred by the Beneficiary in recovering the same; and
  - (b) the amount paid to the Beneficiary by the Indemnifier in respect of the claim under the relevant indemnity; and
- 17.11.7 any Body taking any of the steps contemplated by **clauses** 17.11.2 to 17.11.5 shall comply with the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement.

## **18. THE DISPOSAL CONTRACTS**

- 18.1 The Administering Authority shall be responsible for the management, monitoring and administration of the Disposal Contracts.
- 18.2 The Partner Authorities acknowledge the provisions of paragraph 2.5 of the Constitution that the Board shall not make any decisions the effect of which would be to put the Administering Authority in breach of the Principal Contracts.
- 18.3 The Partner Authorities acknowledge that any decision by the Board which puts the Administering Authority in breach of the Disposal Contracts shall not be effective and that any costs or losses incurred by the Administering Authority arising from any decision of the Board which puts the Administering Authority in breach of the Disposal Contracts shall be apportioned between the Partner Authorities in accordance with the principles set out in **Schedule** 5 (Budget and cost sharing agreement).
- 18.4 In the event of the replacement or removal of the County Council as Administering Authority in accordance with **clause** 7, the Disposal Contracts shall not be novated or assigned and the County Council shall retain all its obligations, benefits and liabilities under the Disposal Contracts.

## **19. COLLECTION CONTRACT**

- 19.1 The Administering Authority shall enter into the Collection Contract on behalf of the Board and each of the other Partner Authorities.
- 19.2 Each Partner Authority acknowledges that it accepts the terms of and agrees to be bound by the Collection Contract.
- 19.3 The Partner Authorities agree that the provisions of this **clause** 19 and **Schedule** 7 (Collection Contract) shall apply in respect of the administration of the Collection Contract.
- 19.4 The Administering Authority shall (acting as a reasonable local authority) administer the

Collection Contract in accordance with its terms.

- 19.5 The Administering Authority shall indemnify the other Partner Authorities in respect of any claims, losses or liabilities incurred by a Partner Authority as a result of the Administering Authority:
- 19.5.1 wilfully breaching the terms of the Collection Contract;
- 19.5.2 negligently administering the Collection Contract;
- 19.5.3 failing to act as a reasonable local authority in administering the Collection Contract; and/or
- 19.5.4 wilfully failing to ensure that the information compliance and enforcement requirements necessary for the Partner Authorities to meet their obligations under the Workforce Code are met.
- 19.6 Each of the other Partner Authorities hereby undertakes to pay to the Administering Authority its appropriate share of any additional costs, contributions to claims or liabilities which may arise as a result of the performance by the Administering Authority of its obligations under the Collection Contract in accordance with **clause 13** and the principles set out in **Schedule 5** (Budget and cost sharing agreement).
- 19.7 The Partner Authorities agree that any decision taken by the Board which puts the Administering Authority in breach of the Collection Contract shall not be implemented and that in the event that any costs or losses are incurred by the Administering Authority (arising from any decision of the Board which puts the Administering Authority in breach of the Collection Contract) they shall be apportioned between the Partner Authorities in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).

## **20. REVIEW OF AGREEMENT**

- 20.1 At any time any one or more of the Partner Authorities may seek a review of this Agreement and the operation of the Board and its performance of its functions and activities by giving notice thereof to the other Partner Authorities and to the Managing Director.
- 20.2 A meeting of the SMG shall be convened within 20 Business Days from the date of service of the Review Notice and the SMG in consultation with the Partner Authorities shall determine the terms of reference of the review and the person or persons (which may include members of the SMG or one or more of the Chief Executives) by whom it is to be conducted and the timescale for its completion.
- 20.3 On production of the Review Report copies thereof shall be supplied to the Board and each of the Partner Authorities for them to comment thereon in accordance with such reasonable timescale as the SMG shall decide.
- 20.4 On receipt of comments from each of the Partner Authorities within the timescale referred to in **clause 20.3** (or any extension thereof agreed by or on behalf of the SMG), the Board shall meet to consider the content and recommendations of the Review Report in the light of the comments received from the Partner Authorities and determine the amendments (if any) it recommends should be made to this Agreement or to the operation of or the services managed by the Board and report to the Partner Authorities with its recommendations.
- 20.5 Where the Board proposes any amendments in accordance with **clause 20.4** above, the Managing Director shall forthwith notify the Chief Executive of each of the Partner Authorities of such proposal. Each Partner Authority shall have a period of 25 Business Days from receipt of the proposal in which to consider it and where a Partner Authority (acting reasonably) considers the proposed amendment is a Material Change it shall forthwith notify the Managing Director.

- 20.6 Where no Partner Authorities serve notice (in accordance with **clause 20.5**) on the Managing Director, the Board may implement such proposed amendment, acting on behalf of and with the authority of the Partner Authorities. Provided that where the proposed amendment involves a variation to this Agreement it shall require the written approval of all of the Partner Authorities in accordance with **clause 30**.
- 20.7 Where one or more of the Partner Authorities has notified the Managing Director that it considers the proposed amendment is a Material Change under **clause 20.5**, the Board shall not implement such amendment unless and until each notifying Partner Authority has approved the proposed amendment and informed the Managing Director that it has approved such proposed amendment or not.

## **21. CONFIDENTIALITY**

### **Confidentiality**

- 21.1 Without prejudice to **clause 21.2** and subject to **clauses 21.4** to **21.8**, each Partner Authority shall during the currency of this Agreement and at all times following termination keep private and confidential and shall not use or disclose (whether for its own benefit or that of any third party) save as provided by this Agreement any confidential information about the business of or belonging to any other Partner Authority or any party to the Principal Contracts or other contract entered into on behalf of the Board which has come to its attention as a result of or in connection with this Agreement or the functions or operation of the Board provided always that this obligation shall not relate to any such information which:
- 21.1.1 comes into the public domain or is subsequently disclosed to the public (other than through default on the part of the relevant Partner Authority or any other person to whom the Partner Authority is permitted to disclose such information under this Agreement); or
- 21.1.2 is required to be disclosed by law (including, but not limited to, any request of or inquiry by the Information Commissioner); or
- 21.1.3 was already in the possession of the Partner Authority (without restrictions as to its use) on the date of receipt.
- 21.2 Each Partner Authority shall be entitled to use or disclose any confidential information about the content or operation of this Agreement insofar as this is reasonably necessary for the discharge of that Partner Authority's functions.
- 21.3 Each Partner Authority acknowledges that any other of the Partner Authorities may be obliged to disclose information relating to this Agreement pursuant to a request for such information made by a third party under the FOI Act or the EIR as the case may be (a "**Request**").
- 21.4 Where a Partner Authority (the "**Requesting Party**") receives a Request in relation to information in another Partner Authority's possession, the Requesting Authority shall notify the relevant Partner Authority (the "**Receiving Party**") in writing of the Request and the Receiving Party shall provide that Requesting Party at no charge with any information which is in the Receiving Party's possession and such other assistance as the Requesting Party may reasonably require which is needed from the Receiving Party to enable it to respond to the Request.
- 21.5 Where a Requesting Party requires information from a Receiving Party as envisaged by **clause 21.4**, the Requesting Party shall notify the Receiving Party in writing as soon as possible, after receiving the Request, of the information and/or assistance required, the form in which it should be provided and the date by which it is needed. The Receiving Party shall provide the information to the Requesting Party in accordance with the Requesting Party's notice. The Receiving Party shall notify the Requesting Party forthwith if it does not hold the requested information.
- 21.6 The Partner Authorities shall not disclose any information relating to this Agreement or

the Principal Contracts that it considers in its unfettered discretion, is exempt as described in Part II of the FOI Act or Part II of the EIR (as the case may be).

- 21.7 A Receiving Party shall not respond directly to any Request notified to it pursuant to **clause** 21.4 unless expressly authorised to do so by the Requesting Partner.
- 21.8 A Requesting Party shall notify the Receiving Authority as soon as practicable but in any event within five Business Days of receiving the Request.
- 21.9 A Partner Authority shall inform the other Partner Authorities in writing as soon as reasonably practicable (and in any event within five Business Days) whenever it receives a Request relating to this Agreement setting out:
- 21.9.1 the nature of the Request;
- 21.9.2 where possible, the identity of the person making the Request;
- 21.9.3 what information relating to this Agreement is covered by the Request;
- 21.9.4 whether and to what extent the relevant Partner Authority intends to disclose the information requested (including the intention to disclose any information relating to this Agreement); and
- 21.9.5 a reasonable timescale in which the other Partner Authorities may make any representations to the Partner Authority receiving the Request.
- 21.10 Subject to **clauses** 18.3 and 19.7, a Partner Authority shall not be responsible to the other Partner Authorities for any loss, damage, harm or detriment howsoever caused, arising from or in connection with the disclosure of any information in respect of any Request.

#### **Announcements**

- 21.11 Subject to the terms of this Agreement, a Partner Authority shall not make any public statement or issue any press release or publish any other public document relating to, connected with or arising out of this Agreement or the matters contained therein without obtaining the other Partner Authorities' prior approval as to the contents thereof and the manner of its presentation and publication.
- 21.12 The provisions of this **clause** 21 shall survive termination or expiry of this Agreement.

#### **22. EQUAL OPPORTUNITIES**

- 22.1 The Board shall adopt a policy to comply with its statutory obligations under the Race Relations Act 1976 (as amended), the Sex Discrimination Act 1975 (as amended), the Disability Discrimination Act 1995 (as amended), the Equality Act 2006, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Sex Discrimination) Regulations 2005, the Employment Equality (Age) Regulations 2006, or any other relevant legislation relating to discrimination in the employment of employees and accordingly will not unlawfully treat one group of people less favourably than others because of their colour, race, disability, sex, sexual orientation, nationality, ethnic origin or age in relation to decisions to recruit, train, promote, discipline or dismiss its personnel.
- 22.2 In the event of any finding of unlawful discrimination being made against the Board, the Administering Authority or a contractor of the Administering Authority in respect of any matter relating to this Agreement by any court or industrial tribunal, or of any adverse finding in any formal investigation by the Commission for Equality and Human Rights the Administering Authority shall inform the other Partner Authorities of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 22.3 The Board or as the case may be the Administering Authority shall, on request, provide the

other Partner Authorities with details of any steps taken under **clause 22.2**.

- 22.4 The Board or, as the case may be, the Administering Authority shall set out its policy on the prevention of unlawful discrimination:
- 22.4.1 in instructions to those concerned with recruitment, training and promotion;
- 22.4.2 in documents available to its personnel, recognised trade unions or other representative groups of its personnel; and
- 22.4.3 in recruitment advertisements and other literature.
- 22.5 The Board or as the case may be the Administering Authority shall observe as far as possible, and at least in accordance with the Administering Authority's published criteria, the Code of Practice relevant to employment matters issued by the Commission for Equality and Human Rights (or its predecessor organisations).
- 22.6 The Board or as the case may be the Administering Authority shall provide such information as the other Partner Authorities may reasonably request for the purpose of assessing the compliance of the Board or as the case may be the Administering Authority with this **clause 22**.
- 22.7 The Board or as the case may be the Administering Authority shall procure that any contractors or sub-contractors (including the contractors and sub-contractors under the Principal Contracts) providing services to the Partner Authorities comply with the obligations set out in **clauses 22.1 and 22.3 to 25.5 (inclusive)**.

### **23. LOCAL COMMISSIONER**

- 23.1 Where any investigation by the Commission for Local Administration in England takes place the Partner Authorities shall:
- 23.1.1 provide any information requested in the timescale allotted;
- 23.1.2 attend any meetings as required and permit their personnel so to attend;
- 23.1.3 promptly allow access to and investigation of any documents deemed to be relevant;
- 23.1.4 allow themselves and any employee deemed to be relevant to be interviewed;
- 23.1.5 allow themselves and any employee to appear as witnesses in any ensuing proceedings; and
- 23.1.6 co-operate fully and promptly in every way required by the Commission during the course of that investigation.

### **24. DATA PROTECTION**

- 24.1.1 In relation to all Personal Data, the Board, the Administering Authority and the other Partner Authorities shall at all times comply with the DPA as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with this Agreement.
- 24.1.2 The Board or as the case may be the Administering Authority and the other Partner Authorities shall only undertake processing of Personal Data reasonably required in connection with this Agreement and shall not transfer any Personal Data to any country or territory outside the EEA.

- 24.1.3 The Board, the Administering Authority and the other Partner Authorities shall not disclose Personal Data to any third parties other than:
- (a) to the other Partner Authorities to whom such disclosure is reasonably necessary in order for the other Partner Authorities to carry out their obligations under this Agreement; or
  - (b) to the extent required under a court order,

provided that disclosure under **clause 24.1.3(a)** is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this **clause 24** and that the Board, the Administering Authority and the other Partner Authorities shall give notice in writing to the other Partner Authorities of any disclosure of Personal Data which any Partner Authority is required to make under **clause 24.1.3(b)** immediately upon becoming aware of such a requirement.

- 24.1.4 The Board, the Administering Authority and the other Partner Authorities shall bring into effect and maintain all technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including taking reasonable steps to ensure that staff who have access to the Personal Data are adequately trained and competent.

## 24.2 **Indemnity**

Each of the Partner Authorities shall indemnify and keep indemnified the other Partner Authorities against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by them in respect of any breach of this **clause 24** by any act or omission of that Partner Authority.

## 25. **WAIVER AND SEVERABILITY**

### 25.1 **Waiver**

- 25.1.1 No term or provision of this Agreement shall be considered as waived by any Partner Authority unless a written waiver is given by that Partner Authority.
- 25.1.2 No waiver under **clause 25.1.1** shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Agreement unless (and then only to the extent) expressly stated in that waiver.

### 25.2 **Severability**

If any term, condition or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this Agreement.

## 26. **NO PARTNERSHIP**

- 26.1 Nothing in this Agreement is to constitute or be deemed a partnership within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other legislation concerning partnerships or limited liability partnerships.
- 26.2 None of the Partner Authorities shall hold itself out as the agent of any one or more of the other Partner Authorities or to have any authority to bind any one or more of the other Partner Authorities except to the extent that this Agreement expressly provides otherwise.

## 27. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 27.1 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

## **28. ENTIRE AGREEMENT**

- 28.1 Except where expressly provided in this Agreement, this Agreement constitutes the entire agreement between the Partner Authorities in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement.

## **29. EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE**

- 29.1 Nothing in this Agreement is to require any of the Partner Authorities to act in any way that is inconsistent with its obligations or duties as a local authority.
- 29.2 Each of the Partner Authorities undertakes (subject to **clause 29.1**) to do all things and execute all further documents that may reasonably be required by one or more of the other Partner Authorities to give effect to this Agreement.

## **30. VARIATIONS**

- 30.1 Subject to the express provisions of this Agreement, no variation of this Agreement will be valid or effective unless agreed unanimously by the Partner Authorities and recorded in writing.

## **31. PREVENTION OF CORRUPTION**

### **31.1 Corrupt gifts and fraud**

Each Partner Authority warrants that in entering into this Agreement it has not committed any Prohibited Act.

### **31.2 Termination for corrupt gifts and fraud**

- 31.2.1 If a Partner Authority or a SWB Member (or anyone employed by or acting on behalf of any of any of them) or any of its or their agents commits any Prohibited Act, then any Partner Authority shall be entitled to act in accordance with the provisions of this **clause 31**.
- 31.2.2 Upon discovering that a Prohibited Act has occurred any Partner Authority may serve notice on the Managing Director of the Prohibited Act that has occurred and the Partner Authority affected. Upon receiving such notice of a Prohibited Act the Managing Director shall serve a notice on the Chief Executive of the Partner Authority subject to the Prohibited Act copied to the Chief Executives of all of the other Partner Authorities (a "**Notice of a Prohibited Act**").
- 31.2.3 Upon receipt of a Notice of a Prohibited Act the Partner Authority subject to the Prohibited Act shall have 3 months to take such steps and actions as are reasonable and are agreed by the Board taking account of the nature of the Prohibited Act which may include suspending the relevant employee and taking action under the Partner Authority's disciplinary procedure or where the Prohibited Act relates to an SWB Member removing its SWB Member from the Board.
- 31.2.4 Where a Partner Authority fails to take action in accordance with clause 31.2.2 the other Partner Authorities shall meet to decide what further action to take against the Partner Authority and may by unanimous vote agree to:
- (a) where the Partner Authority subject to a Notice of a Prohibited Act is the Administering Authority the Administering Authority shall be removed and the provisions of **clause 7.2** (Removal of the Administering Authority) and **schedule 3**

(Change of Administering Authority) shall apply unless within 3 months of the vote the Administering Authority takes such steps and actions as are reasonable and are agreed by the Board in accordance with **clause** 31.2.3;

- (b) where the Partner Authority subject to a Notice of a Prohibited Act is not the Administering Authority then the IAA shall terminate and the provisions of **clause** 15 (Dissolution of the Board) shall apply unless within 3 months of the vote the Partner Authority subject to a Notice of a Prohibited Act takes such steps and actions as are reasonable and are agreed by the Board in accordance with **clause** 31.2.3; or
- (c) take such other action or steps as are reasonable taking into account the nature of the Prohibited Act and its effect on the Board.

## **32. DISPUTE RESOLUTION**

32.1 Any dispute arising from the interpretation and operation of this Agreement shall in the first instance be referred to the SMG, which shall, acting in good faith, attempt to resolve such dispute.

32.2 Where either the SMG is unable to resolve such dispute, or where in the opinion of the SMG such dispute might be more effectively resolved in another forum, the SMG may refer such dispute to the following bodies/forums (listed in order of referral) until such dispute is resolved:

32.2.1 a meeting of the Chief Executives and/or leaders of each of the Partner Authorities; then

32.2.2 a mediator appointed by the Partner Authorities in accordance with **clause** 32.3; then

32.2.3 an arbitrator appointed by the Partner Authorities in accordance with **clause** 32.4.

### **32.3 Mediation**

32.3.1 A referral of a dispute to mediation shall be in accordance with the CEDR Model Mediation Procedure.

32.3.2 If the Partner Authorities cannot agree on a mediator, the Partner Authorities shall appoint a mediator nominated by CEDR.

32.3.3 The Partner Authorities shall use their reasonable endeavours to conclude the mediation within 40 Business Days of referral of the dispute to mediation.

32.3.4 The Partner Authorities shall each bear their own costs incurred in relation to any mediation and any costs incurred by the Administering Authority acting on behalf of the Board shall be shared in accordance with the principles set out in **Schedule** 5 (Budget and cost sharing agreement).

### **32.4 Arbitration**

32.4.1 If the dispute is not resolved in accordance with **clause** 32.3 within 40 Business Days of referral of the dispute to mediation, any Partner Authority may (by service of a written notice on the other Partner Authorities within 10 Business Days of expiry of the period for mediation) refer the dispute to an arbitrator who shall be of not less than 10 years standing or qualification.

32.4.2 If the Partner Authorities cannot agree on an arbitrator within 15 Business Days of service of the written notice referred to in **clause** 32.4.1 above, the Partner Authorities shall appoint an arbitrator nominated by the President for the time being of the Chartered Institute of Arbitrators.

32.4.3 Any reference to arbitration in accordance with this **clause** 32.4 shall be conducted in accordance with the Rules of the London Court of International Arbitration and the arbitration shall be held at a venue agreed by the arbitrator.



32.4.4 The arbitrator's decision shall be final and binding on the parties.

32.4.5 The costs of the arbitration shall be paid as directed by the arbitrator.

### **33. GOVERNING LAW AND ENFORCEMENT**

33.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to **clause** 32, the English courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agreement.

### **34. NOTICES**

#### **34.1 Form and service of notices**

All notices under this Agreement shall be in writing and all certificates, notices or written instructions to be given under the terms of this Agreement shall be served by sending the same by first class post, facsimile or by hand, or leaving the same at:

#### **The Board**

County Hall, Taunton, Somerset TA1 4DY

01823 356113

#### **Partner Authority**

##### **Somerset County Council**

County Hall, Taunton, Somerset TA1 4DY

01823 356113

##### **Sedgemoor District Council**

Bridgwater House, Kings Square, Bridgwater,  
Somerset TA6 3AR

01278 446412

##### **Somerset West and Taunton Council**

The Deane House, Belvedere Road,  
Taunton, Somerset TA1 1HE

01823 356329

#### **Partner Authority**

##### **Mendip District Council**

Cannards Grave Road, Shepton Mallet,  
Somerset BA4 5BT

01749 344050

##### **South Somerset District Council**

PO BOX 25, The Council Offices, Brympton  
Way, Somerset, BA20 2DS

01935 462188

#### **34.2 Provision of information to representatives**

Where any information or documentation is to be provided or submitted to the Clerk of the Board, a SWB Member or a Partner Authority's representative, it shall be provided or submitted by sending the same by first class post, facsimile or by hand, or leaving the same at the addresses set out in **clause** 34.1 marked for the attention of the Clerk of the Board, the relevant SWB Member, or the relevant Partner Authority's representative.

#### **34.3 Change of details**

A Partner Authority shall notify any change of its nominated address or facsimile number by prior notice to the other Partner Authorities.

34.4 **Notices by post**

Notices given by post shall be effective upon the earlier of actual receipt and five Business Days after mailing. Notices delivered by hand shall be effective upon delivery. Notices given by facsimile shall be deemed to have been received where there is confirmation of uninterrupted transmission by a transmission report and there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile has not been received in legible form:

34.4.1 within two hours after sending, if sent on a Business Day between the hours of 9 a.m. and 4 p.m.; or

34.4.2 by 11 a.m. on the next following Business Day, if sent after 4 p.m. on a Business Day but before 9 a.m. on that next following Business Day.

35. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

**IN WITNESS** whereof this Agreement has been duly executed as a deed and has been delivered on the date that appears at the front of this Agreement.

The Common Seal of )  
**SOMERSET COUNTY COUNCIL** )  
was hereunto affixed in the presence of: )

The Common Seal of )  
**MENDIP DISTRICT COUNCIL** )  
was hereunto affixed in the presence of: )

Authorised Officer

The Common Seal of )  
**SEDGEMOOR DISTRICT COUNCIL** )  
was hereunto affixed in the presence of: )

Authorised Signatory

The Common Seal of )  
**SOUTH SOMERSET DISTRICT COUNCIL** )  
was hereunto affixed in the presence of: )

Authorised Signatory

The Common Seal of )  
**SOMERSET WEST AND TAUNTON COUNCIL** )  
was hereunto affixed in the presence of: )

Chief Solicitor



**SCHEDULE 1**

The Constitution

## SCHEDULE 2

### Transition arrangement

#### 1. DEFINITIONS

Definitions used in this **Schedule 2** shall be the same as those set out in the Agreement, with the following additional definitions:

##### **"Relevant Employees"**

means employees who are assigned (for the purposes of TUPE) to the provision of the management of waste disposal, treatment, collection and recycling services or any services which are substantially the same as the management of waste disposal, treatment, collection and recycling services or any part thereof (including for the avoidance of doubt the Transferring Employees);

##### **"Relevant Transfer"**

means a relevant transfer for the purposes of TUPE;

##### **"Transfer Date"**

means the Commencement Date;

##### **"Transferring Employees"**

means those employees employed by the Partner Authorities immediately prior to the Transfer Date in the provision of the management of waste disposal, treatment, collection and recycling services, whose names are listed in **Part 2 of Appendix 2** (Transferring Employees);

#### 2. TRANSFER OF ASSETS

2.1 The assets required by the Collection Contractor are identified in the list attached as **Appendix 1** to this **Schedule 2** and shall be transferred at nil cost from the relevant Partner Authorities into the possession and ownership of the Administering Authority on the service commencement date of the Collection Contract in order that they can be made available by the Administering Authority to the Collection Contractor in accordance with the Collection Contract.

2.2 Where any additional assets are required to be transferred to the Administering Authority, the relevant Partner Authority(ies) shall promptly cooperate with the Board in the transfer of such assets to the Administering Authority.

#### 3. TRANSFER OF EMPLOYEES

##### 3.1 **Application of TUPE**

The Partner Authorities agree that TUPE applies to this Agreement, whether or not it shall be determined by an employment tribunal or a court of any instance or jurisdiction that TUPE does not apply as a matter of law.

##### 3.2 **Administering Authority's responsibilities**

The Administering Authority shall:

3.2.1 subject to the right of any Transferring Employee to object to being employed by the Administering Authority, accept into employment the Transferring Employees on 0:01am on

the Transfer Date upon the same terms and conditions of employment and length of service as they enjoyed immediately prior to the Transfer Date;

- 3.2.2 become responsible for the payment of all salaries and provision of other contractual benefits (including those implied through custom and practice) and making any deductions from the salaries of any Relevant Employees with effect from the Transfer Date.
- 3.2.3 If any contract of employment of a person other than a Transferring Employee has effect as if originally made between the Administering Authority and such person as a result of TUPE, then the Administering Authority will consult with the Board to establish whether the person shall be deployed within the Single Client Group or be given notice to terminate such contract of employment where such action is permitted by law.

### 3.3 **Partner Authorities' responsibilities**

The Partner Authority who employed the relevant Transferring Employees immediately prior to the Transfer Date shall be responsible for all emoluments and outgoings in respect of the relevant Transferring Employees, including without limitation all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the Transfer Date (whether or not due for payment at the Transfer Date).

## 4. **EXISTING CONTRACTS FOR WASTE COLLECTION AND RECYCLING**

- 4.1 The Partner Authorities acknowledge that apart from the County Council each Partner Authority has in place existing arrangements for the provision of waste collection and recycling services, which will come to an end upon the service commencement date of the Collection Contract.
- 4.2 Each Partner Authority shall remain responsible for its current waste collection and recycling arrangements until the service commencement date under the Collection Contract or such other date as agreed by the Partner Authorities in consultation with the Board.
- 4.3 Each Partner Authority shall have due regard to any comments made by the Board in respect of the operation of its current waste collection and recycling services and shall not make any significant change to its current arrangements without consulting the Board.

## 5. **DEPOTS**

- 5.1 The Partner Authorities each acknowledge that the Administering Authority needs to secure access from the relevant Partner Authorities to the depots required by the Collection Contractor under the Collection Contract.
- 5.2 Each relevant Partner Authority shall promptly grant, in accordance with **clause 6.8**, to the Administering Authority or to the Collection Contractor as directed by the Managing Director such tenancy at will or lease (in a form to be agreed by the relevant Partner Authority and the Administering Authority) of the relevant depot or part thereof and take such steps as are required to secure access for the Collection Contractor to perform the Collection Contract from the service commencement date for the Collection Contract.
- 5.3 Where a Partner Authority grants only temporary access to the relevant depot or part thereof under **paragraph 5.2** above it shall subsequently grant a lease to the Administering Authority and give consent to the grant of an underlease to the Collection Contractor (in forms to be agreed by the relevant Partner Authority and the Administering Authority) of the relevant depot or part thereof in accordance with **clause 6.8**.

### SCHEDULE 3

#### Change of Administering Authority

#### Part 1

#### 1. INTRODUCTION

- 1.1 This **Schedule 3** describes the duties and responsibilities of the Partner Authorities in respect of the transfer of the rights and obligations from the Outgoing Administering Authority to the Replacement Administering Authority (as defined below).
- 1.2 Definitions used in this **Schedule 3** shall be the same as those set out in the Agreement, with the following additional definitions:

#### "Administering Authority Obligations"

means the obligations of the Administering Authority under this Agreement which for the avoidance of doubt shall include the Collection Contract Obligations and any other contracts or agreements (including, but not limited to, loan agreements) entered into by the Administering Authority exclusively ;

#### "Board Assets"

means any assets purchased by the Outgoing Administering Authority using (a) the funds of the Board (including any assets transferred at the Commencement Date); or (b) any funds loaned to the Outgoing Administering Authority for the purpose of the fulfilment of its functions under this Agreement;

#### "Collection Contract Obligations"

means the obligations of the Administering Authority as party to the Principal Contracts (excluding the Disposal Contracts);

#### "Exit Assistance"

means the provision of advice, training, assistance, information, data (and format thereof) and actions as are reasonably requested by the Replacement Administering Authority to effect a smooth transfer (and continued operation) of any of the Administering Authority Obligations from the control and provision of the Outgoing Administering Authority to the Replacement Administering Authority;

#### "Exit Plan"

means the agreed plan for the transfer and transition arrangements, setting out the timetable and scope of required activities as set out in this **Schedule 3**, for transferring all or part of the Administering Authority Obligations from the control and provision by the Outgoing Administering Authority to the control and provision of the Replacement Administering Authority;

#### "Exiting Employee"

means an Outgoing Administering Authority Employee who is listed in the Exiting Employees List and who is intended to transfer to a Replacement Administering Authority on a Handover Date;

#### "Exiting Employees List"

means the list of Outgoing Administering Authority Employees agreed between the Outgoing Administering Authority and the Replacement Administering Authority in accordance with this **Schedule 3** (as such list is updated before the relevant Handover

Date by agreement between the Parties);

**"Exiting Personnel"**

means a member of the Outgoing Administering Authority Personnel who is listed in the Exiting Personnel List;

**"Exiting Personnel List"**

means the list of Exiting Personnel agreed between the Outgoing Administering Authority and the Replacement Administering Authority in accordance with this **Schedule 3** (as such list is updated before the relevant Handover Date by agreement between the Parties);

**"Handover Date"**

means the date of transfer from the Outgoing Administering Authority to the Replacement Administering Authority in accordance with this **Schedule 3**;

**"Key Personnel"**

means the positions and/or individuals of the Outgoing Administering Authority Personnel identified by the Replacement Administering Authority from time to time, and agreed with the Outgoing Administering Authority, as important to the provision of the Administering Authority Obligations;

**"Novation Date"**

means the date of novation of the Collection Contract to the Replacement Administering Authority in accordance with this **Schedule 3** and the Collection Contract;

**"Novation Notice"**

means the notice served on the Collection Contractor in accordance with this **Schedule 3** and the Collection Contract;

**"Ordinary Course of Business"**

means either:

- (a) acts, omissions or conduct which are consistent in all respects with the prevailing pattern, or course of conduct, or management used by the Outgoing Administering Authority in the delivery of the Administering Authority Obligations or which are undertaken in order to comply with the applicable obligations under this Agreement; or
- (b) acts, omissions or local conduct which a well-managed local authority would undertake (assuming that such local authority is acting in a prudent and reasonable manner) in relation to the delivery of the Administering Authority Obligations, or which are undertaken in order to comply with all applicable obligations under this Agreement;

**"Outgoing Administering Authority Assets"**

Means together:

- (a) those assets owned by the Outgoing Administering Authority prior to the commencement of this Agreement and used for the purposes of performing its functions as a local authority and which have not been subject to a payment or compensation from the other Partner Authorities; and
- (b) any assets purchased by the Outgoing Administering Authority whilst performing its functions as Administering Authority using its own funds;

**"Outgoing Administering Authority Employees"**



means any employee of the Outgoing Administering Authority assigned from time to time to deliver or assist in delivering all or part of the Administering Authority Obligations. For the avoidance of doubt, in this definition the term **"assigned"** shall have the meaning conferred upon it under TUPE;

**"Outgoing Administering Authority"**

means the Administering Authority that has resigned or that the Partner Authorities have agreed to replace in accordance with **clause 7**;

**"Outgoing Administering Authority Personnel"**

means the Outgoing Administering Authority Employees and any officers, consultants, contractors, workers and agents of the Outgoing Administering Authority assigned from time to time to deliver or assist in delivering all or part of the Administering Authority Obligations, or to fulfil its obligations under this Agreement. For the avoidance of doubt, in this definition the term **"assigned"** shall have the meaning conferred upon it under TUPE;

**"Outgoing Administering Authority Personnel Information"**

means such information concerning the Outgoing Administering Authority Personnel as the Replacement Administering Authority shall reasonably request from time to time including:

- (a) regarding each member of the Outgoing Administering Authority Personnel, identified by a unique reference number or code which shall remain the same each time the Outgoing Administering Authority Personnel Information is provided by the Outgoing Administering Authority to the Replacement Administering Authority: type of worker (self-employed contractor, contractor employed by a third party, agency staff or other); current employer; start date and (if different) date of commencement of continuous employment; job title and post held; the delivery of the Administering Authority Obligations in which the Outgoing Administering Authority Employee is engaged; current salary or hourly rate, all overtime, shift and other allowances, and any bonus or commission earned in the last twelve months; date of next salary review and percentage increase in last review; length of service; notice period for termination of employment (stating any difference between the notice given by the employer or employee); date of birth; location; hours of work; contract type (permanent or temporary); percentage of working time spent on the Administering Authority Obligations; holiday entitlement; benefits (including without limitation health insurance, life insurance, sickness benefits, car, bonus, commission) and total benefit cost; pension membership and pension cost (including employer contribution to pension scheme); entitlement to any enhanced redundancy benefits or payments. This Outgoing Administering Authority Personnel Information shall be presented in excel spreadsheet format or some other easily intelligible form acceptable to the Replacement Administering Authority; and
- (b) regarding all the Outgoing Administering Authority Personnel: total costs of the (i) salaries; (ii) benefits; (iii) social security and national insurance costs; and (iv) miscellaneous costs (such as staff loans and training grants) in respect of all the Outgoing Administering Authority Personnel; copies of any staff handbooks and policies applicable to them; terms and conditions of employment or engagement; copies of any agreement between the Outgoing Administering Authority and a trade union or labour organisation or employee representatives or details of any other arrangements for informing and consulting with Outgoing Administering Authority Personnel or representatives; positions vacant; death benefits; disability benefits; details of any applicable bonus

schemes, commission arrangements; pay scales and structures; current or anticipated claims or other litigation or other disputes and details of any accidents, injuries or health and safety issues; details of any Outgoing Administering Authority Personnel on leave (including without limitation maternity leave, adoption leave and sick leave) including whether the individual is receiving contractual sick pay and, if so, when this entitlement expires;

**"Parties"**

means together the Outgoing Administering Authority and the Replacement Administering Authority;

**"Replacement Administering Authority"**

means the Partner Authority agreed by the Partner Authorities in accordance with **clause 7**.

**PART 2**

**2. EXIT PLANNING**

**2.1 Date for provision of Exit Plan**

2.1.1 The Outgoing Administering Authority shall provide the Replacement Administering Authority with a draft Exit Plan within:

- (a) 20 Business Days from the date of the written notification provided in accordance with **clause 7.1.1** where the Outgoing Administering Authority has decided to resign; or
- (b) 20 Business Days of the date of receipt of written notification provided in accordance with **clause 7.2.1** where the Partner Authorities have agreed to replace the Administering Authority.

2.1.2 The draft Exit Plan shall specify in detail how and when (having regard to the timescales set out in this **Schedule 3**) the Outgoing Administering Authority will fulfil all the obligations of this **Schedule 3** and any other obligations relating to exit in the Collection Contract.

2.1.3 The Replacement Administering Authority shall provide to the Outgoing Administering Authority the Replacement Administering Authority's reasonable comments on the draft Exit Plan within 20 Business Days of the Replacement Administering Authority's receipt of the draft Exit Plan. The Outgoing Administering Authority shall incorporate the Replacement Administering Authority's comments and suggestions and shall issue a revised version of the Exit Plan within 10 Business Days of receipt of the Replacement Administering Authority's reasonable comments and suggestions.

2.1.4 The Exit Plan shall not be effective until approved by the Replacement Administering Authority and the Board.

2.1.5 The Parties shall review and update the Exit Plan in consultation with the Board and the SMG as appropriate up to and including the Handover Date.

**2.2 Exit Management Roles**

2.2.1 Each Party shall appoint a suitable individual to manage the exit process (an **"Exit Manager"**).

**PART 3**

**3. EXIT ARRANGEMENTS**

**3.1 Date for provision of Exit Assistance**

3.1.1 The Outgoing Administering Authority shall provide the Exit Assistance and fulfil all the obligations set out in this **Schedule 3** within 40 Business Days of:

- (a) where the Outgoing Administering Authority has decided to resign, the date of the written notification provided in accordance with **clause** 7.1.1; or
- (b) where the Partner Authorities have agreed to replace the Administering Authority, the date of receipt of written notification provided in accordance with **clause** 7.2.1.

3.1.2 The obligation to provide the Exit Assistance and fulfil all the obligations of this **Schedule 3** from the relevant date is independent of and not contingent upon the Parties having an agreed form of Exit Plan in place. Where there is an agreed Exit Plan in place, the Outgoing Administering Authority shall provide to the Replacement Administering Authority and to the Board weekly reports of progress against the Exit Plan and of any problems, anticipated problems and delays and of any appropriate actions to be taken by the Outgoing Administering Authority in response.

3.1.3 At the Board or the Replacement Administering Authority's request, the Outgoing Administering Authority shall continue to provide the Exit Assistance and continue with the implementation of the Exit Plan for a period of up to six months (or such longer period as the Replacement Administering Authority may request) from the Handover Date.

### 3.2 **Option to purchase or use Outgoing Administering Authority Assets**

3.2.1 The Outgoing Administering Authority shall prepare a list of the Outgoing Administering Authority Assets and the Board Assets as part of the Exit Plan.

3.2.2 Upon the Handover Date, at the direction and discretion of the Replacement Administering Authority in consultation with the Board:

- (a) the Replacement Administering Authority shall have the option to acquire through purchase all or any of the Outgoing Administering Authority Assets excluding land and buildings and software in consideration of the payment by the Replacement Administering Authority of the net book value of these assets; or
- (b) the Replacement Administering Authority shall have the option where possible to continue to use such assets.

3.2.3 The Outgoing Administering Authority shall immediately transfer any Board Assets to the Replacement Administering Authority and the provisions of **paragraph** 3.2.6 shall apply to such assets as if they were transferring Outgoing Administering Authority Assets.

3.2.4 Either option set out in **paragraph** 3.2.2 above shall be exercisable by the Replacement Administering Authority by service of notice upon the Outgoing Administering Authority as soon as possible and no later than 20 Business Days prior to the Handover Date, and the option shall take effect on the Handover Date.

3.2.5 Within five Business Days of receipt of notice from the Replacement Administering Authority that it shall exercise an option set out in **paragraph** 3.2.2 above, the Outgoing Administering Authority shall appoint an independent expert agreed by the Replacement Administering Authority to review and report on the condition and proposed value of the Outgoing Administering Authority Assets. The Outgoing Administering Authority shall provide a copy of the report to the Replacement Administering Authority and the Board and the costs of the expert will be borne by the Outgoing Administering Authority.

3.2.6 Whenever, pursuant to this **paragraph** 3.2, the Outgoing Administering Authority transfers Outgoing Administering Authority Assets to the Replacement Administering Authority, the Outgoing Administering Authority shall ensure that:

- (a) the Replacement Administering Authority is provided with all relevant and available documentation, user manuals and other such information; and
- (b) the Replacement Administering Authority is provided with full and unencumbered title (with full title guarantee) to the Outgoing Administering Authority Assets.

### 3.3 **Assignment or novation of third Party Contracts and Outgoing Administering Authority Subcontracts**

3.3.1 In relation to any third party contracts (other than the Collection Contract or the Disposal Contracts), where no third party consents are required to assign or novate such contracts, the Outgoing Administering Authority shall prepare and execute assignments or novations of such contracts to the Replacement Administering Authority and the Replacement Administering Authority hereby agrees to take all steps necessary to enter into or accept such assignments or novations.

3.3.2 Where a third party consent is required to assign or novate a contract, the Outgoing Administering Authority shall use all reasonable endeavours to procure such assignment or novation to the Replacement Administering Authority and do all other things reasonably necessary to obtain such third party consents.

3.3.3 Where a third party consents to the assignment or novation of a contract, the Partner Authorities will pay any fees charged by the third party in association with such assignment or novation in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).

#### 3.4 **Novation of the Collection Contract**

3.4.1 The Replacement Administering Authority shall serve a Novation Notice on the Collection Contractor stating that it wishes to enjoy the rights and assume the obligations, liabilities and duties of the Administering Authority under the Collection Contract and specifying the Novation Date not to be less than 30 Business Days from the date of service of the Novation Notice.

3.4.2 The Outgoing Administering Authority shall provide the Replacement Administering Authority with an up-to-date list of existing and/or threatened disputes relating to the obligations under the Collection Contract, and use its best endeavours to resolve such disputes. Where the dispute affects the interests of the Replacement Administering Authority and/or the Partner Authorities, the Outgoing Administering Authority shall not settle the dispute or accept any liability without consulting the Board and without the prior consent of the Replacement Administering Authority, such consent not to be unreasonably withheld or delayed.

#### 3.5 **Software**

3.5.1 The Outgoing Administering Authority shall transfer (or shall use all reasonable endeavours to procure the transfer of) the ownership of or a licence to use any software required to perform the function of Administering Authority or to perform the obligations in this Agreement to the Replacement Administering Authority at no cost.

#### 3.6 **Accommodation**

3.6.1 Upon the Handover Date, at the discretion of the Replacement Administering Authority, the Replacement Administering Authority shall have the option to use all or part of the Outgoing Administering Authority's accommodation for a period of up to 18 months from the Handover Date where termination has occurred as a result of **clause 7.1** or up to 12 months following the Handover Date where termination has occurred as a result of **clause 7.2**.

3.6.2 The option set out in **paragraph 3.6.1** above, shall be exercisable by the Replacement Administering Authority by serving notice upon the Outgoing Administering Authority as soon as possible following its appointment as the Replacement Administering Authority and no later than:

(a) three months prior to the Handover Date where notice has been served under **clause 7.1.1**; or

(b) two months prior to the Handover Date where notice has been served under **clause 7.2.1**

and shall take effect on the Handover Date.

3.6.3 The Outgoing Administering Authority shall make all or part of the Outgoing Administering Authority's accommodation available pursuant to the option, in consideration of the payment of a reasonable charge reflecting the market rate for the proportion of the Outgoing Administering Authority's accommodation used and the period of use. The Parties agree that (subject to this **paragraph 3.6.3**) such use shall be subject to such reasonable terms and conditions as are agreed between the Parties from time to time.

### 3.7 **Intellectual property rights**

3.7.1 The Outgoing Administering Authority shall at the reasonable request of the Board promptly execute such documents and take or desist from such action as the Board may reasonably require in order to assure to the Replacement Administering Authority the full benefit of any intellectual property created by the Outgoing Administering Authority in respect of the Administering Authority's Obligations and to confirm the Replacement Administering Authority's title thereto.

3.7.2 To the extent that it is permitted to do so, the Outgoing Administering Authority shall grant to the Replacement Administering Authority a licence to use any third party intellectual property rights used in the performance of the services and necessary for the provision of the services by the Replacement Administering Authority. To the extent that the Outgoing Administering Authority is not permitted to grant licences to the Replacement Administering Authority of any third party intellectual property rights, it shall use its reasonable endeavours to assist the Replacement Administering Authority to procure the necessary rights direct from the relevant third party(ies).

### 3.8 **Existing Employees**

3.8.1 No later than:

- (a) six months prior to the Handover Date where the Outgoing Administering Authority is resigning in accordance with **clause 7.1**; or
- (b) three months prior to the Handover Date where the Outgoing Administering Authority is being replaced in accordance with **clause 7.2**,

the Outgoing Administering Authority shall provide the Replacement Administering Authority with a list of the names of all members of the Outgoing Administering Authority Personnel.

3.8.2 Within 30 Business Days of provision of the list described in **paragraph 3.8.1** above, the Outgoing Administering Authority and the Replacement Administering Authority shall agree:

the identity of the employees who would transfer under TUPE on the Handover Date and so should be included on the Exiting Employees List; and (b) the identity of any individuals who are not employees but are Key Personnel or who, if they had been employees, would have been members of the Exiting Employees List and so should be included on the Exiting Employees List. The Exiting Employees List may be updated from time to time by agreement and shall be finalised by the Parties immediately before the Handover Date.

3.8.3 The Parties agree the appointment of a Replacement Administering Authority is likely to result in a transfer on the Handover Date of the Exiting Employees' employment to the Replacement Administering Authority in accordance with TUPE.

3.8.4 In the event that TUPE does not for any reason operate to transfer to the Replacement Administering Authority the contracts of employment of any of the members of the Exiting Employees, the Replacement Administering Authority shall treat the Exiting Employees no less favourably than had TUPE applied and the Replacement Administering Authority will offer employment to the Exiting Employees from the Handover Date.

### 3.9 **Outgoing Administering Authority Information and Outgoing Administering**

**Authority Personnel Exit Information**

3.9.1 During the period of:

- (a) six months prior to the Handover Date where the Outgoing Administering Authority has resigned; and
- (b) three months prior to the Handover Date where it has been agreed to replace the Outgoing Administering Authority;

the Outgoing Administering Authority shall provide the Replacement Administering Authority with the Outgoing Administering Authority Personnel Information.

3.9.2 The Outgoing Administering Authority shall notify the Replacement Administering Authority of any change to the Outgoing Administering Authority Personnel Information. The Outgoing Administering Authority shall clarify any matters in respect of the Outgoing Administering Authority Personnel Information and generally co-operate in respect of any reasonable requests by the Replacement Administering Authority concerning the Outgoing Administering Authority Personnel Information. In all such matters the Outgoing Administering Authority shall act as soon as reasonably practicable and in any event within 10 Business Days of any such change or request.

3.9.3 On the Business Day immediately before the Handover Date the Outgoing Administering Authority shall again provide to the Replacement Administering Authority the Outgoing Administering Authority Personnel Information complete and accurate as at the date of provision.

**3.10 Information and Consultation**

3.10.1 The Outgoing Administering Authority shall consult and keep informed the Replacement Administering Authority regarding any information it intends to provide or consultation it proposes to have with Outgoing Administering Authority Personnel and their representatives under TUPE or regarding its exit as Outgoing Administering Authority.

3.10.2 The Outgoing Administering Authority shall offer the Replacement Administering Authority the opportunity to attend and participate in any meetings prior to the Handover Date where information is given to or there is consultation with Outgoing Administering Authority Personnel and their representatives under TUPE or regarding it ceasing to be the Administering Authority. The Replacement Administering Authority shall co-operate with the Outgoing Administering Authority and shall discuss with the Outgoing Administering Authority in advance of any meeting any information which the Replacement Administering Authority is to impart to the Outgoing Administering Authority Personnel.

3.10.3 The Replacement Administering Authority and the Outgoing Administering Authority shall jointly report to the Board and the SMG (in a form to be agreed) before the Handover Date.

3.10.4 The Outgoing Administering Authority and the Replacement Administering Authority shall jointly communicate to the Exiting Employees in a form to be agreed by the Board before the Handover Date (in order to meet their respective obligations under TUPE).

**3.11 Outgoing Administering Authority Shadowing**

3.11.1 Either:

- (a) at least six months prior to the Handover Date where the Outgoing Administering Authority is resigning in accordance **clause 7.1**; or
- (b) no later than three months from receipt of written notice from the other Partner Authorities that they intend to replace the Administering Authority in accordance with **clause 7.2**,

the Outgoing Administering Authority shall provide reasonable assistance to the Replacement Administering Authority to familiarise itself with the delivery of the

Administering Authority Obligations and this may include reasonable information on and access to:

- (c) relevant facilities including assets and accommodation;
- (d) the Outgoing Administering Authority Personnel;
- (e) the Key Personnel; and
- (f) the following information (subject to any overriding confidentiality obligations and licence restrictions):
  - (i) detailed system documentation; and
  - (ii) the key provisions of more significant decisions made about the Principal Contracts that would assist the Replacement Administering Authority in undertaking its duties; and
  - (iii) contact details for the Key Personnel and/or Outgoing Administering Authority Personnel; and
  - (iv) information regarding any unresolved disputes and those which are likely to remain unresolved at the Handover Date,

all of such information to be updated and finalised by the Outgoing Administering Authority at the Handover Date.

### 3.12 **General obligations**

3.12.1 No later than 20 Business Days following the Handover Date, and after the final payroll, the Outgoing Administering Authority shall provide the Replacement Administering Authority with updated payroll information and tax and statutory details for the Exiting Employees.

3.12.2 During the six months after the Handover Date, the Outgoing Administering Authority shall not, without the Replacement Administering Authority's prior consent, solicit from the Replacement Administering Authority any Exiting Personnel or Exiting Employee. This restriction shall not apply to situations where such Exiting Personnel or Exiting Employee or person makes an unsolicited response to a general recruitment advertisement by the Outgoing Administering Authority.

3.12.3 The Outgoing Administering Authority shall fully co-operate with the Replacement Administering Authority's reasonable requests to procure the smooth transfer of the Exiting Employees and engagement of Exiting Personnel.

3.12.4 The Outgoing Administering Authority shall not prevent, restrict or hinder (or seek to do so) any Exiting Personnel member from working for the Replacement Administering Authority after the Handover Date if they so choose. The Outgoing Administering Authority shall waive any restrictions or financial penalties whether direct or indirect (including those in any staff benefits documentation) relating to the employment or engagement of Exiting Personnel by the Replacement Administering Authority.

### 3.13 **Employment warranties and indemnities**

3.13.1 The Outgoing Administering Authority warrants that as at the Handover Date:

- (a) full particulars of the Exiting Employees will have been disclosed together with all the current terms and conditions of their employment whether or not recorded in writing or implied by custom or practice or otherwise (including all information required by law to be included in particulars of terms of employment) including but without limitation: date of birth; date of commencement of employment; job title; remuneration; bonuses; commission; enhanced redundancy entitlement; pension schemes or pension rights and benefits; and all other arrangements and employment related claims, and the Outgoing Administering Authority shall warrant that all of such particulars are true and accurate and complete in all respects; and
- (b) it will have satisfied all ongoing and accrued liabilities of any nature for which it is liable as employer of the Exiting Employees.

- 3.13.2 In respect of any claims and/or losses arising directly or indirectly out of or in connection with:
- (a) a failure by the Outgoing Administering Authority to comply with its obligations under TUPE including without limitation any order to pay compensation or any award made pursuant to TUPE in connection with this Agreement or the termination of it including without limitation any claim for its or their failure to inform and/or consult pursuant to TUPE and any claim pursuant to sections 188 to 193 of the Trade Union and Labour Relations (Consolidation) Act 1992, provided the Outgoing Administering Authority's breach was not due to the failure of the Replacement Administering Authority to comply with its TUPE obligations;
  - (b) any claim by or on behalf of Outgoing Administering Authority Employees arising from their employment with or its termination by the Outgoing Administering Authority except as provided in this **Schedule 3**;
  - (c) any act or omission of the Outgoing Administering Authority in relation to the Outgoing Administering Authority Employees or the Outgoing Administering Authority Personnel;
  - (d) any failure to provide or any inaccuracy in the Outgoing Administering Authority Personnel Information; and/or any claim against the Replacement Administering Authority by or on behalf of any person other than the Exiting Employees whether on the basis that they are or may be an employee of the Replacement Administering Authority as a result of the termination of this Agreement or otherwise and whether on the basis that TUPE applies or otherwise,
  - (e) and such claims and/or losses arise as a result of a negligent act or omission of the Outgoing Administering Authority, the Outgoing Administering Authority shall indemnify and keep indemnified the Replacement Administering Authority in respect of such claims and/or losses. Where any such claims and/or losses arise which are not a result of a negligent act or omission of the Outgoing Administering Authority, the Partner Authorities shall share the amount of such claims and/or losses in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).
- 3.13.3 If any contract of employment of a person other than an Exiting Employee has effect as if originally made between the Replacement Administering Authority and such person as a result of TUPE, then the Replacement Administering Authority will consult with the Board to establish whether the person shall be deployed within the Single Client Group or to give notice to such person to terminate such contract of employment where such action is permitted by law.
- 3.14 **Apportionments, information and general**
- 3.14.1 The Outgoing Administering Authority shall provide, as soon as practicable following the Handover Date, copies of all tax, PAYE, social security and national insurance records and, if requested by the Replacement Administering Authority, copies of any other documents or records (agreed by the Replacement Administering Authority and the Outgoing Administering Authority) which the Replacement Administering Authority thinks are relevant to the Exiting Employees provided that:
- (a) the Outgoing Administering Authority shall preserve the originals of such records or documents for a period of at least three years (or such longer period required by law) after the Handover Date and shall allow the Replacement Administering Authority access to the same at all reasonable times as necessary to enable the Replacement Administering Authority to deal with any matters relating to the Exiting Employees and any employees who transfer by TUPE and, if requested by the Replacement Administering Authority, shall produce them for the appropriate authorities; and
  - (b) if the Outgoing Administering Authority wishes to dispose of or destroy such records or documents earlier, it shall inform the Replacement Administering Authority in advance and the Replacement Administering Authority may require any such records and documents to be delivered up to it.



3.15 **Bonuses and commission payments**

3.15.1 The Outgoing Administering Authority shall be responsible for the payment of any bonuses and commission to eligible Outgoing Administering Authority Personnel (including Exiting Employees and Exiting Personnel) payable in respect of the Administering Authority Obligations arising in respect of the final 12 months prior to the Handover Date where those bonuses or commissions are either deferred after the Handover Date or where an Exiting Employee or a member of the Exiting Personnel ceases to be eligible for such bonus or commission by reason of his transfer from the Outgoing Administering Authority. The Replacement Administering Authority will assume the outstanding obligation of the Outgoing Administering Authority in respect of the Exiting Employees' accrued holiday entitlements and accrued holiday remuneration at the Handover Date and in consideration the Outgoing Administering Authority will pay the full amount necessary to enable the Replacement Administering Authority to meet the cost of providing such holiday entitlements and remuneration as at the Handover Date.

3.16 **Ordinary Course of business**

3.16.1 From:

- (a) the date of the written notice provided in accordance with **clause 7.1.1**; or
- (b) the date of receipt of written notice provided in accordance with **clause 7.2.1**, up to and including the Handover Date, the Outgoing Administering Authority shall:

3.16.2 not, without the Replacement Administering Authority's prior consent, act outside the Ordinary Course of Business;

3.16.3 devote time and resources to the continued delivery of the Administering Authority Obligations to ensure that there are no disruptions and no reductions in the level of service provided; and

3.16.4 notify the Replacement Administering Authority of matters of which it is aware which adversely affect the Outgoing Administering Authority Assets or the Outgoing Administering Authority Personnel.

**SCHEDULE 4**

Form of Annual Budget

**SWB FORM OF ANNUAL BUDGET 2018/2019 onwards (headings as applicable)**

**Expenditure**

<b>Single Client Group</b>
Salaries & on-costs
Salaries pension deficit
MDC customer services impact
WSC Business Case
Travel & Subsistence
Admin, training, meetings & IT
Advertising & campaigns
Office rent & accommodation
<b>Support Services</b>
Legal
Insurance
Finance
Internal Audit
Human Resources
ICT
Democratic Services
<b>Direct Services</b>
<b>Waste Treatment and Disposal</b>
Treatment – Energy from Waste
Treatment – Food
Treatment – Composting
Disposal – Landfill
Disposal – HWRC Bulky
<b>Kerbside Recycling</b>
Sort it+ Recycle More all districts
<b>Communal Recycling</b>
<b>Garden</b>
Garden sticker admin
<b>Household Refuse</b>
Sort It + and Recycle More
<b>Refuse - Communal</b>
<b>Assisted Collections</b>
<b>Assisted Collection Review</b>
<b>Clinical Waste</b>
<b>Bulky Waste Collections</b>

<b>SWB Directed Collections</b>
<b>Day Works</b>
<b>Container Maintenance</b>
<b>Container Delivery</b>
<b>Container Supply</b>
<b>Depot Costs</b>
<b>Admitted Body Pension Costs</b>
LGPS-related costs incurred under the Waste Collection Contract
<b>Subsidised Services</b>
Additional Subsidised Services

<b>Inter Authority Transfers</b>
<b>Transfer Station Avoided Cost</b>
<b>Payment in lieu of Recycling Credits</b>
<b>Third party Recycling Credits</b>
<b>Advance Payment Saving</b>
<b>Lease Repayments - Sort It Plus Vehicles</b>
<b>Lease old Refuse Fleet - Discount</b>

**Total direct expenditure**

**Income**

Garden and Bulky Waste Income
Avoided Wiliton Transfer
District Recycling Credits

**Total income**

**Total net expenditure**

## SCHEDULE 5

### Budget & Cost Sharing Agreement

#### Definitions

Definitions used in this **Schedule 5** shall be the same as those set out in the Agreement, with the following additional definitions:

#### “Communal Refuse Collection Capacity”

means the annual potential volume of communal waste collection in any Waste Collection Authority Area, calculated for the relevant Waste Collection Authority as the sum of:

$T \times F$

Where:

T – total volume of communal refuse collection containers made available to residents at each collection site in a Waste Collection Authority Area; and

F – the annual number of collections made at each site;

#### “Communal Recycling Sites”

means micro recycling bring sites provided to households not suitable for kerbside collections;

#### “County”

means the area within the administrative boundaries of Somerset County Council;

#### “Earmarked Reserve Accounts”

means the account established by the Board in the name of each Partner Authority into which surpluses and deficits shall be allocated in accordance with the relevant cost sharing formula (for example, where a surplus is generated in the depot costs budget, it shall be allocated to the Earmarked Reserve Account of the Waste Collection Authorities using the Waste Collection Authorities un-weighted formula as set out in **paragraph 3** of this **Schedule**);

#### “Neighbourhood Bring Sites”

means smaller recycling bring sites located in residential areas and catering for local communities;

#### “Payment in Lieu of Recycling Credits”

means the prevailing rate of contribution to the Annual Budget paid by the Waste Disposal Authority for each tonne of dry recyclable waste collected and recycled as a result of the functions of the Waste Collection Authorities which have been delegated to the Board and agreed at £59.29 per tonne in 2018/19 and increased by 3% in each Financial Year thereafter;

#### “Residential Properties”

means residential properties registered for Council Tax as defined by the District Valuer and included in his valuation list as at 20<sup>th</sup> December each year;

#### “Sparsity Weighting Factor”

means the coefficient used to reflect the variation in unit waste collection cost that results from variation in population density as agreed from time to time by the Board in accordance with **clause 20**. The Sparsity Weighting Factors for each Waste Collection Authority for 2019/2020, as agreed at the Somerset Waste Board September 2018 are:

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Mendip	99.22%
Sedgemoor	93.34%
South Somerset	99.22%
Somerset West and Taunton Deane	97.42%

**“Strategic Bring Sites”**

means large recycling bring sites located in areas such as supermarket car parks and catering for large catchment areas;

**“Waste Collection Authority (ies)”**

means any one of Mendip, Sedgemoor, South Somerset, Somerset West and Taunton;

**“Waste Collection Authority Area”**

means the area within the administrative boundary of the relevant Waste Collection Authority;

**“Waste Disposal Authority”**

means the County Council.

**1. COST SHARING PRINCIPLES**

- 1.1 These cost sharing principles are intended to ensure that the costs of the Board and the relevant services administered by the Board on behalf of the Partner Authorities are shared on a fair and equitable basis between the Partner Authorities.
- 1.2 The general approach adopted is to identify each cost element and to apportion it in the most logical and transparent way possible, being mindful of the need to avoid any one Partner Authority subsidizing another.
- 1.2A Where the Administering Authority undertakes any programme of improvement (**Programme**) to waste management services on behalf of the Board:
  - 1.2A.1 no Partner Authority should be financially advantaged or disadvantaged in relation to the other Partner Authorities by the manner of implementation of the improvements;
  - 1.2A.2 no savings delivered by the Programme should be apportioned to any Partner Authority until the full investment costs of the Programme (across the whole of the County) have been offset by the savings delivered by it;
  - 1.2A.3 once the costs of the Programme have been paid in full any savings made through the Programme will be apportioned on the basis of the principles set out in this schedule;
- 1.2B Where savings result from factors other than the Programme of Improvement then such savings will be shared in accordance with the principles set out in this Schedule.
- 1.3 Each cost element is apportioned according to one of the formulae or bases set out in **paragraphs** 2 to 14 below.
- 1.4 Each Partner Authority shall set a budget for the waste management service within their own Authority's budget to reflect their respective share of the Annual Budget calculated in accordance with this **Schedule**. The Administering Authority shall invoice the other Partner Authorities (including VAT where appropriate) in accordance with **clause** 13.
- 1.5 Subject to paragraph 1.2A above all surpluses and deficits at the end of each Financial Year

**Comment [TW1]:** this principle would cover additional subsidised services offered by individual authorities – see table below

shall be identified by the Board and the Board shall establish the Earmarked Reserve Accounts to allocate any surpluses and deficits. Where the Board recommends the distribution of surpluses or additional contributions to fund deficits to the Partner Authorities (subject to the approval of the Partner Authorities) the Earmarked Reserve Accounts shall be used to ensure fair distribution of surpluses or deficits. Where a surplus or deficit is generated outside of the Board's budgeted activities, allocation to Earmarked Reserve Accounts should be on the basis of the client cost formula as set out in **paragraph 2** of this **Schedule** unless otherwise agreed by the Board. Where a deficit is created in any budget item funded by the Waste Disposal Authority in accordance with the formulae set out in **paragraph 2** of this **Schedule** such a deficit cannot be funded by reserves residing in the Earmarked Reserve Accounts of the Waste Collection Authorities without the prior agreement of all of the Waste Collection Authorities. Where a deficit is created in any budget item funded Waste Collection Authorities in accordance with the formulae set out in **paragraph 2** of this **Schedule** such a deficit cannot be funded by reserves residing in the Earmarked Reserve Accounts of the Waste Disposal Authority without the prior agreement of the Waste Disposal Authority.

- 1.5A Subject to paragraph 1.2A, where the Board receives income from the onward sale of recyclate under the Waste Collection Contract 20% of such income will be retained by the Administering Authority as a reserve ("**Recycling Equalisation Reserve**") to be used as required to balance out fluctuations in recyclate revenue. The adequacy of the funds in the Recycling Equalisation Reserve will be reviewed annually as part of the budget setting process.
- 1.6 In each Financial Year the Board shall set the Annual Budget in accordance with the provisions of this Agreement and the Constitution. The Annual Budget shall be a forecast of the costs and income of the Board for the forthcoming Financial Year, reflecting the actual costs and income of the previous Financial Year but also taking account of the price review mechanisms in the Principal Contracts and forecast changes in the costs of the Single Client Group and the Administering Authority. The Board shall follow normal local government conventions in setting the Annual Budget and shall ensure that the Annual Budget setting process is transparent and open to scrutiny by all of the Partner Authorities.
- 1.7 The Annual Budget setting process shall take account of savings targets set by the Board in consultation with the Partner Authorities. In each Financial Year the Board shall be required to assess budgets and performance to drive out inefficiencies. The section 151 officers from each Partner Authority shall meet with the Strategic Management Group annually to consider any proposals for savings targets and to share relevant financial information.
- 1.8 Amendments to the cost sharing formulae shall be made in accordance with the provisions of **clause 20** of this Agreement. There may be circumstances in which the Board may agree to dampen the immediate financial effect of such amendments in order to ensure ongoing affordability of waste management services to all Partner Authorities.
- 1.9 The County Council shall own the proceeds of the sale of any landfill allowances. Any costs associated with purchasing any landfill allowances, or fines levied by central government in relation to any landfill allowance schemes shall be the direct responsibility of the County Council. The County Council shall work in close consultation with and update, support and advise the Single Client Group and Board with regard to the waste strategy implications of its trading activities and plans.
- 1.10 Subject to paragraph 1.2A above net surpluses generated (after taking into account treasury management costs and any changes in financial rates and capital financing costs) by the Administering Authority as a result of its management of positive cash flows on behalf of the other Partner Authorities, such as making payments to the collection contractor in advance of the due dates in exchange for price discounts, are to be included within the Annual Budget. Whilst the County Council remains the Administering Authority these allocations shall be made in accordance with the Waste Collection Authorities Un-Weighted formula as set out in **paragraph 3** of this **Schedule** in accordance with the Somerset Waste Board decision on the Advanced Payment Mechanism January 2008.
- 1.11 The cost sharing formulae shall apply to the Board in respect of its budget for the 2007/08 –

part Financial Year and all future Financial Years unless amended in accordance with this Agreement.

**2. CLIENT COSTS FORMULA**

2.1 The initial division of costs is between the Waste Disposal Authority and the Waste Collection Authorities with the Waste Disposal Authority responsible for 45.76 per cent of costs and the Waste Collection Authorities 54.24 per cent.

2.2 Following this initial division, the actual share payable by each Waste Collection Authority shall be as follows, as agreed by the Somerset Waste Board in September 2018:

Mendip District Council	10.95%
Sedgemoor District Council	11.63%
South Somerset District Council	16.33%
Somerset West and Taunton Deane	15.33%

**3. WASTE COLLECTION AUTHORITIES UN-WEIGHTED FORMULA**

The division of costs is between the Waste Collection Authorities, with each responsible for costs in equal proportion to the percentage of Residential Properties in the County located within their area.

The formula is:

Waste Collection Authority share = Cost x (NR ÷ TRC)

Where:

NR – number of Residential Properties in the relevant Waste Collection Authority Area; and

TRC – total number of Residential Properties in the County.

**4. WASTE COLLECTION AUTHORITIES WEIGHTED FORMULA**

The division of costs is between the Waste Collection Authorities (including all LGPS pensions costs incurred by the Collection Contractor and reimbursed to the Collection Contractor by the Administering Authority under the Recycle More Collection Contract), with each responsible for costs in equal proportion to the percentage of Residential Properties in the County located within their area adjusted using the Sparsity Weighting Factor.

The formula is:

Waste Collection Authority share = Cost x (NR x Sparsity Weighting Factor) ÷ CNR

Where:

NR – number of Residential Properties in the relevant Waste Collection Authority Area; and CNR – the sum of NR x Sparsity Weighting Factor for each Waste Collection Authority.

5. **WASTE COLLECTION AUTHORITIES SERVICE LEVEL BASED WEIGHTED FORMULA (NO LONGER USED – FINANCIAL PRINCIPLES FOR RECYCLE MORE ROLL-OUT WERE AGREED BY THE SOMERSET WASTE BOARD IN DECEMBER 2015).**

6. **WASTE COLLECTION AUTHORITIES SERVICE LEVEL BASED UN-WEIGHTED FORMULA (NO LONGER USED – FINANCIAL PRINCIPLES FOR RECYCLE MORE ROLL-OUT WERE AGREED BY THE SOMERSET WASTE BOARD IN DECEMBER 2015).**

7. **STRATEGIC BRING SITES FORMULA (NO LONGER USED – THE BRING BANKS SERVICE WAS REMOVED FROM THE SOMERSET WASTE PARTNERSHIP BUDGET AS AGREED BY THE SOMERSET WASTE BOARD IN OCTOBER 2008)**

8. **NEIGHBOURHOOD BRING SITES FORMULA (NO LONGER USED – THE BRING BANKS**

**SERVICE WAS REMOVED FROM THE SOMERSET WASTE PARTNERSHIP BUDGET AS AGREED BY THE SOMERSET WASTE BOARD IN OCTOBER 2008)**

9. **COMMUNAL REFUSE FORMULA**

The cost will be shared between the Waste Collection Authorities, with each responsible for costs in equal proportion to the percentage of Communal Refuse Collection Capacity in the County located within their area.

The formula is:

$$\text{Waste Collection Authority share} = \text{Cost} \times (\text{CA} \div \text{CC})$$

Where:

CA – Communal Refuse Collection Capacity in the relevant Waste Collection Authority Area; and CC – Communal Refuse Collection Capacity in the County.

10. **COMMUNAL RECYCLING FORMULA**

The cost will be shared between the Waste Collection Authorities, with each responsible for costs in equal proportion to the percentage of Communal Recycling Sites in the County located within their relevant area.

The formula is:

$$\text{Waste Collection Authority share} = \text{Cost} \times (\text{CRA} \div \text{CRC})$$

Where:

CRA – number of Communal Recycling Sites in the relevant Waste Collection Authority Area; and CRC – number of Communal Recycling Sites in the County.

11. **PAYMENT IN LIEU OF RECYCLING CREDITS FORMULA**

The Waste Disposal Authority shall be responsible for making payments to the Waste Collection Authorities in lieu of recycling credits.

The formulae are:

$$\text{Waste Disposal Authority contribution} = \text{WC} \times \text{CADC}$$

Where:

WC - tonnes of dry recyclable waste collected and recycled as a result of Waste Collection Authority functions in the County (excluding any third party generated tonnage); and

CADC - current rate of Payment in Lieu of Recycling Credits

$$\text{Individual Waste Collection Authority income} = \text{DRWA} \times \text{CADC}$$

Where:

DRWA – tonnes of dry recyclable waste collected and recycled as a result of Waste Collection Authority functions (excluding any third party generated tonnage) allocated according to the previous 3 full years' individual Waste Collection Authority performances as agreed by the Somerset Waste Board in December 2016; and

CADC – current rate of Payment in Lieu of Recycling Credits

12. **SWAP TEAM FORMULA (NO LONGER PART OF THE SOMERSET WASTE PARTNERSHIP BUDGET).**



13. **CUSTOMER SERVICES (NOT CURRENTLY IN USE. THIS FORMULA WAS TO BE DEVELOPED SHOULD SIGNIFICANT CHANGES TAKE PLACE WITH REGARDS TO CUSTOMER SERVICE CENTRES STILL MAINTAINED BY THE WASTE COLLECTION PARTNERS IN PARTICULAR. THE CURRENT STAFF WITHIN THE SOMERSET WASTE PARTNERSHIP BUDGET ARE SHARED IN ACCORDANCE WITH THE CLIENT COSTS FORMULA).**

The division of costs is between the Waste Disposal Authority and the Waste Collection Authorities. The mechanism to divide costs shall be agreed subsequently by the Partner Authorities based on a recommendation prepared by the Single Client Group and agreed by the Board.

14. **ACTUAL USAGE BASIS**

The division of costs or income between the Waste Collection Authorities based on actual usage of the service in question by residents in each Waste Collection Authority Area.

15. **DIRECTLY ASSOCIATED COSTS BASIS**

The allocation of a cost to a particular Partner Authority because that cost arises as a direct result of a policy or other factor unique to that Partner Authority. Specifically, all costs associated with the functions of the Waste Disposal Authority shall be allocated on this basis to the Waste Disposal Authority.

16. **OTHER ONE-OFF COLLECTION COSTS BASIS**

The Somerset Waste Board has been required to approve a cost sharing formula to one-off collection costs in relation to additional "catch up" costs for the Royal Wedding (Board decision February 2011) and the Diamond Jubilee Bank Holiday (Board decision February 2012). In both cases, it has been agreed that these costs should be shared by the Waste Collection Authorities based on the formula for Unweighted Properties be used (i.e. each collection authority pays a proportion based solely on the number of properties within its boundaries).

17. **REMOVED BUDGET LINES**

Over time the Somerset Waste Board budget has removed lines from the Annual Budget as these became redundant (such as time limited grants and contributions).

It has also made decisions to remove Income Collection lines (such as Garden Waste) and Bring Bank service costs at its October 2008 meeting as it was decided that these could best be managed locally.

18. **AVOIDED TRANSFER STATION COSTS AT WILTON BASIS**

In lieu of providing a transfer station for waste at Williton, the Waste Disposal Authority agreed to make an annual compensation pay payment to the Waste Collection Authorities for the additional collection costs that they would have to meet as a result of the facility not be available. This is £321,050 per annum in the 2018/2019 budget and rises at 3% per annum. The Somerset Waste Board agreed in January 2008 that this should be shared by the Waste Collection Authorities based on the formula for Unweighted Properties be used (i.e. each collection authority pays a proportion based solely on the number of properties within its boundaries).

19. **LEASE REPAYMENTS – SORT IT PLUS VEHICLES BASIS**

A number of vehicles were leased as part of the Sort It Plus roll-out. It was agreed that the costs of meeting these capital payments was to be shared between the Waste Collection Authorities in the best approximation of the Actual Usage Basis for these vehicles. This equates to:-

Mendip District Council	22.322%
Sedgemoor District Council	18.214%
South Somerset District Council	33.213%
Somerset Waste and Taunton	26.251%

20. **FUNDING OF CAPITAL EXPENDITURE FOR RECYCLE MORE**

Each district will enter into a loan agreement with the Administering Authority which will provide the Administering authority with the necessary capital funds to fund the purchase of vehicles and the carrying out of depot works as specified in the Recycle More contract. Such loans shall be made at the prevailing PWLB EIP rate with certainty discount plus 1% and shall be repaid on an annuity basis over either 10 or 20 years depending on the nature of the investment.

21. **COST SHARING FORMULAE APPLYING TO THE BOARD BUDGET 2018/19 onwards**

<b>Annual Somerset Waste Board Budget 2018/19</b>	
Expenditure	
<b>Single Client Group</b>	
Salaries & on-costs	Client Costs Formula
Salaries pension deficit	Client Costs Formula
MDC customer services impact	Directly Associated Costs Basis (allocated to Mendip)
Travel & Subsistence	Client Costs Formula
Admin, training, meetings & IT	Client Costs Formula
Advertising & campaigns	Client Costs Formula
Office rent & accommodation	Client Costs Formula
<b>Support Services</b>	
Legal	Client Costs Formula
Insurance	Client Costs Formula
Finance	Client Costs Formula
Internal Audit	Client Costs Formula
Human Resources	Client Costs Formula
ICT	Client Costs Formula
Democratic Services	Client Costs Formula (SCC does not charge itself)
<b>Direct Services</b>	
<b>Waste Treatment and Disposal</b>	
Treatment – Energy from Waste	Directly Associated Costs Basis (allocated to County Council)
Treatment – Food	Directly Associated Costs Basis (allocated to County Council)
Treatment – Composting	Directly Associated Costs Basis (allocated to County Council)
Disposal – Landfill	Directly Associated Costs Basis (allocated to County Council)
Disposal – HWRC Bulky	Directly Associated Costs Basis (allocated to County Council)
<b>Kerbside Recycling</b>	
Sort it+ Recycle More all districts	Waste Collection Authorities Weighted Formula

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Communal Recycling	Communal Recycling Formula
Garden	Actual Usage Basis
Garden sticker admin	Actual Usage Basis (excludes South Somerset)
<b>Household Refuse</b>	
Sort It + and Recycle More	Waste Collection Authorities Weighted Formula
Refuse - Communal	Communal Refuse Formula
Assisted Collections	Waste Collection Authorities Weighted Formula
Assisted Collection Review	Waste Collection Authorities Weighted Formula
Clinical Waste	Waste Collection Authorities Un-Weighted Formula
Bulky Waste Collections	Actual Usage Basis
SWB Directed Collections	Waste Collection Authorities Un-Weighted Formula
Day Works	Waste Collection Authorities Un-Weighted Formula
Container Maintenance	Waste Collection Authorities Un-Weighted Formula
Container Delivery	Actual Usage Basis (Board September 2010)
Container Supply	Actual Usage Basis
Depot Costs	Waste Collection Authorities Un-Weighted Formula
<b>Admitted Body Pension Costs</b>	
LGPS-related costs incurred under the Waste Collection Contract	Waste Collection Authorities Un-Weighted Formula
<b>Subsidised Services</b>	
Additional Subsidised Services	Directly Associated Costs Basis (allocated to the relevant Partner Authority)
<b>Inter Authority Transfers</b>	
Transfer Station Avoided Cost	Directly Associated Costs Basis (allocated to County Council)
Payment in lieu of Recycling Credits	Directly Associated Costs Basis (allocated to County Council)
Third party Recycling Credits	Directly Associated Costs Basis (allocated to County Council)
Advance Payment Saving	Waste Collection Authorities Un-Weighted Formula
Lease Repayments - Sort It Plus Vehicles	Lease Repayments - Sort It Plus Vehicles Basis
Lease old Refuse Fleet - Discount	Financial Principles for Recycle More Basis
<b>Income</b>	
Recyclate revenue (subject to retention of 20% for reserve) (paid quarterly in arrears to Partner Authorities by the Administering Authority)	WCA Weighted Formula
Garden and Bulky Waste income	Directly Associated Costs Basis (allocated to the relevant Partner Authority)
Avoided Wiliton Transfer	Waste Collection Authorities Un-Weighted Formula
District Recycling Credits	Payment in Lieu of Recycling Credits Formula

**Comment [TW2]:** Is this the best place for this line?

**Comment [TW3]:** Please confirm which formula should be used here

## SCHEDULE 6

### Exit arrangements

#### 1. DEFINITION

Definitions used in this **Schedule 6** shall be the same as those set out in the Agreement, with the following additional definitions:

**"District Authorities"**

means all of the Partner Authorities excluding the County Council;

**"Dissolution Agreement"**

means the agreement entered into by the Partnering Authorities in accordance with **clause 15.2** and this **Schedule 6**.

#### 2. INTRODUCTION

In the event of agreement that the Board should be dissolved or in the event of the termination of this Agreement in accordance with **clause 31** the Partner Authorities shall (acting reasonably) negotiate and seek to agree and execute a legally binding agreement dealing with the novation or termination of the Principal Contracts (excluding the Disposal Contracts) and the allocation amongst the Partner Authorities of the property, assets, rights, staff and liabilities held or employed by the Administering Authority on behalf of the Board. Such agreement shall include, as a minimum, provisions to deal with the matters listed in this **Schedule 6**.

#### 3. TRANSFER OF ASSETS

- 3.1 The Administering Authority shall prepare and maintain a list of the assets owned by it on behalf of the Board and include the list in the Dissolution Agreement.
- 3.2 The Partner Authorities shall meet and (acting reasonably) apportion the ownership of the assets equally amongst the Partner Authorities and the Administering Authority shall transfer the assets to the relevant Partner Authorities.
- 3.3 Where assets cannot equally be apportioned to the Partner Authorities, one Partner Authority shall agree to accept the assets and provide compensation to the remaining Partner Authorities on a mutually agreed basis.
- 3.4 Any assets used in connection with the Board that were owned by the Administering Authority prior to the commencement of this Agreement shall, unless the Partner Authorities agree otherwise remain the property of the Administering Authority.

#### 4. NOVIATION OF THE COLLECTION CONTRACT AND ANY THIRD PARTY CONTRACTS

- 4.1 The Collection Contract shall need to be either novated to one or all of the District Authorities, or else will need to be determined in accordance with the provisions of the Collection Contract.
- 4.2 The Administering Authority shall be required to take all reasonable steps to novate the Collection Contract in accordance with the agreement reached by the District Authorities.
- 4.3 In the event that the District Authorities agree to continue the Collection Contract it may be necessary to continue other third party contracts held by the Administering Authority, in which case these will also need to be assigned or novated to the nominated District Authority or to all of the District Authorities.
- 4.4 Where a third party consent is required to any assignment or novation the Administering Authority shall use all reasonable endeavours to procure such assignment or novation to

the relevant District Authority(ies) and do all other things reasonably necessary to obtain such third party consents.

4.5 Where a third party consents to the assignment or novation of a third party contract, the Partner Authorities shall each pay an equal share of any fees charged by the third party in association with such assignment or novation.

4.6 The Dissolution Agreement shall deal with any residual liabilities or ongoing responsibilities of the Partner Authorities in respect of the Collection Contract.

## 5. TRANSFER OF THE SINGLE CLIENT GROUP

5.1 In the event that it is agreed by the Partner Authorities that one of the Partner Authorities will host the Single Client Group following dissolution of the Board the Dissolution Agreement shall deal with the process for the transfer of the staff and assets of the Single Client Group to the nominated Partner Authority. In respect of such transfer the Partner Authorities shall have regard to the principles set out in **Schedule 3** (Change of Administering Authority) in respect of the transfer of the staff and assets of the Single Client Group.

5.2 If the Partner Authorities fail to agree a nominated Partner Authority to host the Single Client Group or if no Partner Authority is willing to host the Single Client Group then the Dissolution Agreement shall deal with the process for the transfer of the staff and assets of the Single Client Group to all of the Partner Authorities.

## SCHEDULE 7

### Collection Contract

#### 1. ADMINISTRATION OF THE COLLECTION CONTRACT

Unless otherwise defined in this Agreement, terms used in this **Schedule** shall be as defined in the Collection Contract.

#### 2. PARTNER NOTICE OF CHANGE

2.1 Each Partner Authority (except the County Council) may order a change to the Services (including the provision of new services) by serving a notice of change (a "**Partner Notice of Change**") on the Administering Authority, the Board and all other Partner Authorities setting out the required change in the Services in sufficient detail to enable the Collection Contractor to provide an Estimate.

2.2 A Partner Authority shall not issue a Partner Notice of Change which:

2.2.1 requires the Services to be performed in a way that infringes legislation;

2.2.2 would cause any Planning Permission or Necessary Consent to be breached and/or revoked;

2.2.3 would materially and adversely affect the health and safety of any person; and/or

2.2.4 would substantially alter the scope of the Services.

2.3 Within 20 Business Days of receipt of the Partner Notice of Change, the Administering Authority shall invite a meeting of the Board to consider the implications of the Partner Notice of Change and to recommend any changes to the Partner Notice of Change.

2.4 On receipt of any comments from the Board and/or the Partner Authorities the Partner Authority issuing the Partner Notice of Change shall consider at its absolute discretion whether any amendment to the Partner Notice of Change is required.

- 2.5 The Administering Authority shall serve a Notice of Change setting out the change in Services requested by the Partner Authority in the Partner Notice of Change on the Collection Contractor in accordance with clause 43.2 of the Collection Contract.
- 2.6 The Administering Authority shall within 10 Business Days of receipt of the Estimate given by the Collection Contractor pursuant to clause 43.4 of the Collection Contract, forward such Estimate to the Board and to the Partner Authority that requested the change.
- 2.7 Within 25 Business Days of receipt of the Estimate the Partner Authority which requested the change may in consultation with the Board require the Administering Authority to:
- 2.7.1 confirm in writing the Estimate;
- 2.7.2 suggest reasonable amendments to the Estimate; or
- 2.7.3 request the withdrawal of the Notice of Change.
- 2.8 If a Partner Authority does not confirm its decision in writing to the Administering Authority in relation to the Estimate within 20 Business Days of the provision of the Estimate, its approval shall be deemed not to have been given and the Notice of Change will be withdrawn in accordance with clause 43.6 of the Collection Contract.
- 2.9 If the Partner Authority confirms in writing to the Board and the Administering Authority the Estimate, the Administering Authority shall confirm such change to the Collection Contractor and the change in the Services shall be effected as an agreed variation to the Collection Contract.
- 2.10 The Partner Authority requesting the change in the Services shall meet all additional costs of the Estimate through an adjustment to its contribution to the Annual Budget and in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).
- 2.11 Where any such change in the Services results in any consequential additional costs or liabilities for the Administering Authority and/or other Partner Authorities the Partner Authority requesting the change in the Services shall meet all such additional costs or liabilities of the other Partner Authorities through an adjustment to its contribution to the Annual Budget and in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).
- 2.12 Where any change in the Services results in a reduction in the Services Payment the Partner Authority requesting the change in the Services shall receive a reduction in its contributions to the Annual Budget in accordance with the principles set out in **Schedule 5** (Budget and Cost Sharing Agreement), provided always that such change has not increased the costs or liabilities of the other Partner Authorities in which case these costs or liabilities shall be taken into account in calculating the reduction in the Partner Authority's contributions.
- 2.13 Where the Collection Contractor requests that the Administering Authority issues a Notice of Change pursuant to clause 43.8 of the Collection Contract, the Administering Authority shall request that the Board decides whether or not to issue such a Notice of Change. A Notice of Change may only be issued if agreed by the Board.

### **3. WITHDRAWAL FROM THE COLLECTION CONTRACT**

- 3.1 Any of the Partner Authorities (other than the County Council) may on giving 12 months' written notice to the Clerk of the Board withdraw from the joint collection and recycling arrangements.
- 3.2 In the event of a Partner Authority serving notice under **paragraph 3.1** of this **Schedule** the Administering Authority shall obtain from the Collection Contractor an Estimate of the costs of removing the relevant Partner Authority from the Collection Contract for the remainder of the original contract term or the period of such extension as may have been agreed at the point of service of the notice under **paragraph 3.1** of this **Schedule**.

- 3.3 If the relevant Partner Authority confirms in writing to the Administering Authority its acceptance of the Estimate, the Administering Authority shall confirm such change to the Collection Contractor and the removal of the Partner Authority shall be effected as an agreed variation to the Collection Contract.
- 3.4 The relevant Partner Authority shall meet all additional costs of the Estimate including the reasonable costs incurred by the Administering Authority through an adjustment to its contribution to the Annual Budget and in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).
- 3.5 Where the removal of a Partner Authority results in any consequential additional costs or liabilities for the other Partner Authorities the relevant Partner Authority shall meet all additional costs or liabilities of the other Partner Authorities through a lump sum payment to the other Partner Authorities or in such other manner as the other Partner Authorities in consultation with the Board may each at their absolute discretion agree.
- 3.6 The Partner Authorities agree that where a Partner Authority withdraws from the Collection Contract in accordance with this **Schedule** the Partner Authorities agree that the principles outlined in **Schedule 3** and those contained in the Workforce Code where applicable should apply to the transfer of staff, assets and equipment from the Collection Contractor to the relevant Partner Authority or a contractor of the relevant Partner Authority.

#### **4. EXTENSION OF THE COLLECTION CONTRACT**

- 4.1 No later than 12 months prior to the expiry of the Collection Contract the Board shall meet and consider whether or not to extend the term of the Collection Contract (in accordance with clause 2.2 of the Collection Contract). Where the Board proposes to extend the term of the Collection Contract the Managing Director shall, as soon as reasonably practicable, notify the Chief Executive of each of the Partner Authorities of its decision.
- 4.2 Each Partner Authority shall have a period of 30 Business Days from receipt of the notice from the Managing Director (in accordance with **paragraph 4.1** above) in which to consider it. Where a Partner Authority (other than the County Council), acting reasonably, does not wish the Collection Contract to be extended, it shall notify the Managing Director of its decision forthwith (and in any event within five Business Days of expiry of the 30 Business Day notice period). For the avoidance of doubt, where a Partner Authority does not wish the Collection Contract to be extended it shall not be treated as withdrawing from the Collection Contract for the purposes of paragraph 3 of this **Schedule 7**.
- 4.3 Provided that at least two Partner Authorities (other than the County Council) serve notice on the Managing Director ratifying the Board's proposal to extend the Collection Contract, the Board shall procure that the Administering Authority takes all reasonable steps necessary to extend the Collection Contract (in accordance with the terms of that contract) and, where necessary, to vary the Collection Contract to reflect the reduced number of Partner Authorities who are subject to it.
- 4.4 Where only one Partner Authority serves notice on the Managing Director ratifying the Board's proposal to extend the Collection Contract, the Board shall not extend the Collection Contract and it shall come to an end in accordance with the terms of that contract.

#### **5. DISPUTES**

- 5.1 If a dispute arises in relation to any aspect of the Collection Contract, which cannot be resolved between the Contract Manager and the Contractor's Representative in accordance with clause 36.1.1 of the Collection Contract, the Administering Authority shall promptly notify the Board of the dispute.
- 5.2 In the event that any dispute is referred to mediation or arbitration in accordance with clauses 36.2 and 36.3 of the Collection Contract the Administering Authority shall promptly notify the

Board and shall keep the Board regularly informed of the progress of the dispute referred to mediation or arbitration.



Somerset Waste Board meeting  
20 December 2019  
Report for decision

Financial Performance Update 2019/2020 and Draft Budget 2020/2021

Lead Officer: Mickey Green, Managing Director and Sarah Rose, Finance Officer

Author: Sarah Rose, Finance Officer

Contact Details: serose@somerset.gov.uk

<b>Forward Plan Reference:</b>	
<b>Summary:</b>	<p>The report sets out the financial performance against the approved Annual Budget for the first 7 months of the current financial year from April to the end of October.</p> <p>The report is also an update of the Draft Budget from September's meeting that will ultimately lead to the Annual Budget for 2020/2021.</p>
<b>Recommendations:</b>	<p><b>That the Somerset Waste Board notes the summary financial performance for 2019/2020 to date as contained in this report, and how this will impact on the budgetary requirements for 2020/2021.</b></p> <p><b>That the Somerset Waste Board approves a Draft Budget of £47,896,600 for 2020/2021 for partner authority consultation, as set out in section 3.0 below, taking into account the potential savings requests from the County Council as set out in paragraph 3.2.</b></p>
<b>Reasons for recommendations:</b>	<p>Any in-year underspends attributable to partners against the Annual Budget are traditionally made available for return or for reinvestment. Conversely, failure to stay within the Annual Budget for the Somerset Waste Partnership will directly impact on the partner authorities, who would be required to make good any shortfall at year end. However, during Recycle More roll out any variations to budget relating to the project will remain within the partnership until the project has been completed.</p> <p>When considering the draft Annual Budget for 2020/2021, current trends in demographic growth, service uptake and waste tonnages arising in 2019/2020 will be a key contributory factor in shaping the</p>

	forward budget.
<b>Links to Priorities and Impact on Annual Business Plan:</b>	The Annual Budget is linked to the Annual Business Plan and sets out the financial resources required to deliver the Plan and the waste collection and disposal services that have been delegated to the Somerset Waste Board. Financial monitoring will show how the Partnership is managing its resources as it delivers the Annual Business Plan.
<b>Financial, Legal and HR Implications:</b>	<p>Any in-year underspends attributable to partners against the Annual Budget are traditionally made available for return or for reinvestment. Conversely, failure to stay within the Annual Budget for the Somerset Waste Partnership will directly impact on the partner authorities, who would be required to make good any shortfall at year end.</p> <p>When considering the draft Annual Budget for 2020/2021, current trends in demographic growth, service uptake and waste tonnages arising in 2019/2020 are a key contributory factor in shaping the forward budget.</p> <p>The Annual Budget, once finally approved, will become the new measure for our financial performance for 2020/2021. We will continue to share the costs amongst partners in the same way as previously as set out in our Cost Sharing Agreement. As previously agreed, during the roll out period, no Recycle More savings will be taken by partners until the project roll out has been fully funded.</p> <p>There are no specific legal or HR implication. This budget has been agreed on the principles agreed by the board at the September board meeting and as reflected in the draft revised Inter Authority Agreement (See separate paper)</p>
<b>Equalities Implications:</b>	None.
<b>Risk Assessment:</b>	Members will be aware from previous reports that the waste budget and actual costs, particularly disposal volumes, remain highly volatile.

## 1. Background

- 1.1** The Annual Budget for 2019/2020 was originally set at the Board meeting of 15 February 2019 at £46,243,485. The budget now stands at £46,031,055. This is as a result of the agreed movement of the vehicle lease monies at the Board meeting on 28 June 2019 of £262,430 to the Recycle More project fund and the additional SCC carry forward of £50,000 for Slim my Waste Feed my Face. Partners contribute to the overall costs in accordance with our Cost Sharing Agreement. Individual contributions are based on key cost drivers such as household numbers, sparsity and garden waste customer numbers. As the waste disposal authority, all such costs fall to the County Council.
- 1.2** The Annual Budget is predominantly spent on making payments to our main contractors.

## 2. Current Financial Position

### 2.1 Summary of budget variances

	SCC £'000	MDC £'000	SDC £'000	SSDC £'000	SWaT £'000	Total £'000
Head Office	(32)	(8)	(8)	(11)	(11)	<b>(70)</b>
Disposal Costs	(1,111)	0	0	0	0	<b>(1,111)</b>
Collection - Recycling	0	(0)	(0)	(0)	(0)	<b>(0)</b>
Collection - Refuse	0	(0)	0	(0)	(0)	<b>(0)</b>
Collection - Garden	0	(23)	(36)	33	(59)	<b>(85)</b>
Collection Costs	0	(2)	(2)	(3)	(2)	<b>(8)</b>
Recycling Credits	(89)	18	19	26	26	<b>(0)</b>
Container Purchase & Delivery	0	(3)	17	(0)	(15)	<b>(1)</b>
Other	(11)	(1)	(1)	(11)	(1)	<b>(25)</b>
	<b>(1,244)</b>	<b>(19)</b>	<b>(10)</b>	<b>33</b>	<b>(62)</b>	<b>(1,302)</b>

The table above shows the variations from budget on all our major expenditure areas. **For the avoidance of doubt in the table above, negative figures shown in brackets are underspent budgets. Figures not in brackets are overspent budgets.** (A zero figure indicates that the line is on budget, or that it is not a budgetary responsibility of that partner).

Overall, the end of October position shows that the Somerset Waste Partnership budget is forecast to be **underspent by £1,302,000** (2.8% of the current budget). This is an improvement on to the previous position reported to the September Board, which were July figures and showed an underspend of £804,000. This does not include the Recycle More project work, which is funded from a separate project fund.

## **2.2 Waste Collection**

The collection position is £58,000 underspent, which is an improvement of £45,000 from the £13,000 underspend reported at the September Board.

The main reason for this movement has been a reduction in the number of customers subscribing to the garden waste service (measured annually as at the end of September for contract payments). This amounts to an £85,000 saving on the budgeted costs of this service.

Members are reminded that this means there will be a reciprocal reduction in the income collected by district partners for this service.

Garden waste figures have a significant impact on individual partners over and underspends. Other main factors are recycling credits and containers.

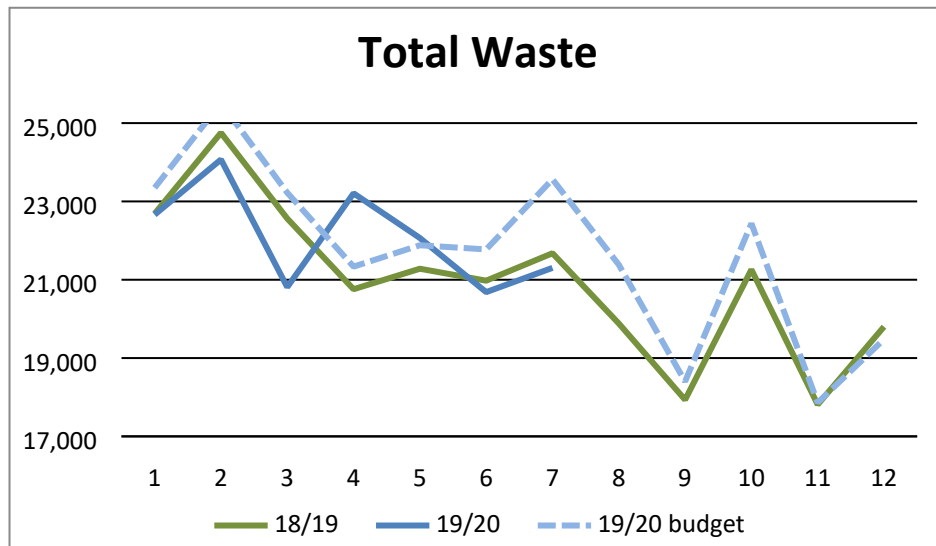
- 2.3** The Recycle More project fund stands at £1,101,040 following the transfers approved at the June board. To date a total of £72,071 of this has been spent. It is expected that this will be fully spent this financial year. This will be spent on implementation costs (including costs in relation to termination of the kier contract, lease and depot costs and technical advice) and pre contract borrowing.

## **2.4 Waste Disposal**

The waste disposal figure as at the end of October showed an underspend of £1,244,000 which is an improvement on the figures reported at the September Board of an underspend of £791,000.

Total tonnages to date are 3.5% less than budgeted. Forecasts have now been reprofiled to assume these trends continue for the remainder of the financial year. There have been significant waste reductions for residual waste at both the kerbside and recycling sites compared to budget. This is the most expensive waste stream so any reduction or diversion results in the largest savings.

It should be noted that tonnages can be volatile and generate significant cost movements.



## 2.5 2019/20 SCC savings update

The following SCC savings are built in to the 2019/20 budget;

- £200k Waste HWRC contract extension.
- £225k Non customer facing savings including volumes and a number of other small savings.

These savings have either been made or are on target to be achieved by the end of the financial year.

## 3.0 Draft Budget 2020/2021

### 3.1 Draft Budget 2020/2021 – Collection

The table below shows the indicative budget requirements for 2020/2021. The inflation and growth assumptions are as listed. During 2020/21 there will be roll out costs for Recycle More which will be funded through the Recycle More project fund, these will be managed outside of the 'core' Somerset Waste Partnership budget.

No tonnage growth has been assumed on recycling credits, this remains based on current performance. The increased income for collection partners relates to the agreed 3% annual payment uplift on recycling credits from the County Council.

Household growth is based on the latest estimates provided by the district partners. These will be amended for final budget to be taken to the February board when actual figures are known. Members are reminded that each collection partner will be charged according to their individual district housing

growth. The current estimates are:-

Mendip	0.76%
Sedgemoor	1.19%
South Somerset	0.99%
Somerset West and Taunton	0.49%

The estimates in the table below also reflect the latest information regarding garden waste customers, bulky collections, containers and other contract cost changes.

There is a new budget line for income collected on behalf of Mendip for their garden waste charges and for all the district partners for their bulky waste charges. This new income line amounts to £673,700 across the district partners.

The only figures that are subject to change for the final budget are housing growth (upon receipt of final numbers) and bulky waste and containers (as more up to date information becomes available)

		<b>MDC</b>	<b>SDC</b>	<b>SSDC</b>	<b>SWaT</b>
19/20 Final Budget		3,647,950	3,766,020	5,459,003	5,119,011
Inflation - Collection	<b>2.82%</b>	113,178	115,751	167,179	158,152
Household Growth	<b>0.85%</b>	22,930	37,855	41,118	18,897
Garden Waste	<b>-0.45%</b>	(16,577)	(27,905)	44,687	(49,675)
Recycling Credits		(17,337)	(13,432)	(24,979)	(20,332)
Salaries	<b>2.75%</b>	5,432	5,736	8,059	7,594
Pension Deficit		0	0	0	0
Transfer Station Offset		(2,008)	(2,130)	(2,983)	(2,800)
Bulkies / Containers		(2,914)	16,233	1,513	(14,832)
Depot Rent Reviews		4,737	5,023	7,036	6,604
Subtotal		3,755,392	3,903,152	5,700,634	5,222,619
Garden & Bulky Income		(602,800)	(14,760)	(27,710)	(28,430)
Proposed Savings		0	0	0	0
20/21 Budget		3,152,592	3,888,392	5,672,924	5,194,189
<b>Increase / (Decrease)</b>		<b>(495,358)</b>	<b>122,372</b>	<b>213,920</b>	<b>75,178</b>
<b>Percentage</b>		<b>-13.6%</b>	<b>3.2%</b>	<b>3.9%</b>	<b>1.5%</b>

### 3.2 Draft Budget 2020/ 2021 - Disposal

As with every Draft Budget reported in December, the disposal budget is less fixed.

Inflation indices are not finalised until February's figures are published, and will be estimated to provide a final Annual Budget as usual. The latest tonnage trends available have been used to set this budget.

However, most recent forecasts are:-

- Landfill Tax rates from 1 April 2020 have been confirmed by the Treasury as **£94.15 per tonne**. This is an increase from £91.35 of 3.07% on the 2019/2020 rate. This has less of an impact as we are moving away from landfill.
- Contract inflation for disposal is based on a number of indices within the various disposal contracts. These are highly volatile, particularly the civil engineering ("Baxter") index, which is an industry standard and includes a significant fuel element. Indices for disposal run from February 2019 to February 2020 and are not published until March.
- Volume growth is based on projected household growth. The current assessment is 1.0% growth.
- The total additional budget required for the above pressures is £351,400 (landfill, inflation and volumes).
- There is an additional pressure for Avonmouth of £1,746,700. This is the reversal of the savings (pre-contract payments) which were taken early by SCC (reflecting the particularly acute budget pressures on SCC in recent years). Energy for Waste remains cheaper and more environmentally friendly than landfill.
- In addition, the County Council is requesting savings from the Somerset Waste Board of £361,100
  - £200,000 – Year 2 of the core services contract extension (previously agreed by the board in November 2018)
  - £20,000 - Fly-tipping compensatory scheme removal (ceasation of scheme agreed by the board in September)
  - £36,000 - Minimisation Cap (linked to core contract extension)
  - £105,100 – Slim my Waste, Feed my Face food campaign
- The standstill cost for the disposal budget is therefore £1,737,000, an increase of 6.17% on the original 2019/2020 budget.

### 3.3 Recycle More

The above budget is for the roll out period of Recycle More during 2020/21. The

roll out will be funded from the Recycle More Project Fund and where appropriate capital monies to fund vehicles and depot works.

No savings as a result of the new contract will be taken from the Somerset Waste Partnership until all roll out costs have been fully funded. These costs include pre contract borrowing and implementation costs. Implementation costs include costs in relation to the termination of the Kier contract, lease and depot costs and technical advice. A great deal of work has gone into ensuring these figures are extremely prudent.

Roll out is due to complete in February 2022. Savings will start to be seen in 2022/23 once roll out has been fully funded. The overall savings are anticipated to be over £2 million per annum.

#### **4. Consultations undertaken**

The Senior Management Group receives a summary financial management report on a regular basis, and regularly covers financial topics on their agenda.

#### **5. Implications**

- 5.1** Potential over and underspends as in section 2 above, if trends continue, would result in these figures at outturn for the individual partners.
- 5.2** Financial figures as set out in the draft budget in section 3 above will be incorporated in the setting of the Annual Budget for 2020/2021. Any movement at this stage, particularly for collection partners, would be relatively marginal.

#### **6. Background papers**

- 6.1** Previous Financial Performance and Annual Budget reports to the Somerset Waste Board (all available on the website or from the report author).



### **Admission Arrangements for Voluntary Controlled and Community Schools for 2021/22**

Cabinet Member(s): Cllr Frances Nicholson - Cabinet Member for Children and Families & Cllr Faye Purbrick – Cabinet Member for Education and Transformation

Local Member(s) and Division: All members

Lead Officer: Phil Curd, Strategic Manager, Access & Additional Learning Needs

Author: Jane Seaman, Service Manager, Access & Admissions

Contact Details: Tel: 01823 (355615)

#### **1. Summary / Background**

This report seeks authority for Cabinet to determine the Local Authority admission arrangements for all Voluntary Controlled and Community schools for 2021/22 as required by the School Admissions Code and associated legislation.

The current approved arrangements were endorsed by the Cabinet on 23 January 2019.

In 2019, for both primary and secondary school applications, 97% of applicants were offered a school place at one of their first three preferences.

#### **2. Recommendations**

The Cabinet agrees the determination of the Admission Arrangements for all Voluntary Controlled and Community Schools for 2021/22 as set out in this report, noting that there are no proposed amendments as the current arrangements are fit for purpose.

#### **3. Reasons for recommendations**

It is a requirement of the School Admissions Code that all Admission Authorities determine their admission arrangements for 2021/22 by 28 February 2020.

#### **4. Other options considered**

No alternative options were considered as the current arrangements are fit for purpose.

#### **5. Links to County Vision, Business Plan and Medium-Term Financial Strategy**

Continue to protect and care for the most vulnerable children, adults and families in the community and support their carers.

Improve the prospects of children and young people most at risk of being disadvantaged.

## **6. Consultations and co-production**

There are no proposed changes however, the School Admissions Code December 2014 stipulates that Local Authority admission arrangements for Voluntary Controlled and Community schools must be determined by the Admission Authority by 28 February each year. The School Admissions Code is national statutory guidance issued by the Department for Education which all admission authorities must adhere to.

## **7. Financial and Risk Implications**

There are no financial implications. The admission arrangements meet the requirements of the School Admissions Code and the Schools Standard and Framework Act 1998.

There is minimal risk to the Local Authority as the admission arrangements proposed are compliant with the School Admissions Code.

## **8. Legal and HR Implications**

The admission arrangements meet the requirements of the School Admissions Code and the Schools Standard and Framework Act 1998.

There are no HR implications. The admission arrangements meet the requirements of the School Admissions Code and the Schools Standard and Framework Act 1998.

## **9. Other Implications**

### **Equalities Implications**

The Equalities Manager has agreed an Equalities Impact Assessment is not required as there are no implications.

### **Community Safety Implications**

There are no implications.

### **Sustainability Implications**

There are no implications.

### **Health and Safety Implications**

There are no implications.

### **Health and Wellbeing Implications**

- There are no implications on health and wellbeing
- There are no implications on preventing ill-health (physical and mental health)
- There are no implications on reducing health and social inequalities.

## **Social Value**

- Not applicable

## **10. Scrutiny comments / recommendations:**

The proposed decision has not been considered by a Scrutiny Committee.

## **11. Background**

- The School Admissions Code 2014 requires all admission authorities to determine their 2021/22 admission arrangements by 28 February 2020. Where changes are proposed to admission arrangements, the admission authority must first publicly consult on those arrangements for a minimum of 6 weeks between 1 October and 31 January the year before those arrangements are due to apply. Once all arrangements have been determined, arrangements can be objected to and referred to the Schools Adjudicator by 15 May 2020. Any decision taken by the adjudicator must be acted upon by the admission authority.

The 2020/21 admission arrangements for Somerset Voluntary Controlled and Community schools are still fit for purpose, are clear and transparent and support the principle of local schools for local children. Therefore, there are no changes proposed when considering the 2021/22 admission arrangements. It is proposed that the 2020/21 admission arrangements are therefore used for the 2021/22 admission arrangements.

## **12. Background Papers**

- [School Admissions Code 2014](#)
- Local Authority 2021/22 Primary Admission Arrangements
- Local Authority 2021/22 Primary Co-ordinated Scheme
- Local Authority 2021/22 Secondary Admission Arrangements
- Local Authority 2021/22 Secondary Co-ordinated Scheme
- Sixth Form Policy 2021/22
- 2021/22 Published Admission Numbers for VC and Community schools

## **Report Sign-Off**

		Signed-off
Legal Implications	Honor Clarke	07/01/20
Governance	Scott Woodridge	03/01/20
Corporate Finance	Sheila Collins	13/01/20
Human Resources	Chris Squire	13/01/20
Property	Paula Hewitt / Oliver Woodhams	13/01/20
Procurement / ICT	Simon Clifford	13/01/20
Senior Manager	Julian Wooster	13/01/20
Commissioning Development	Sunita Mills / Ryszard Rusinek	
Local Member	All	
Cabinet Member	Cllr Faye Purbrick - Cabinet Member for Education and Transformation & Cllr Frances Nicholson – Cabinet Member for Children and Families	13/01/20
Opposition Spokesperson	Jane Lock	
Scrutiny Chair	Cllr Leigh Redman - Children's Scrutiny	

**Somerset Local Authority (LA)  
Admission arrangements applying to community (C)  
or voluntary controlled (VC) Schools**

**Starting school at a primary, first, infant, junior or middle school  
in September 2021 or joining any year group during the 2021/22 academic year**

Somerset LA is the Admissions Authority for all C and VC schools located within Somerset.

These admission arrangements should be read in conjunction with the LA 2021 coordinated admissions scheme.

**Starting at a primary, first, infant, junior or middle school**

Applications must be submitted to the home LA. If this is Somerset, applications can be made on-line at [www.somerset.gov.uk/admissions](http://www.somerset.gov.uk/admissions). Paper applications are available to download from the Somerset County Council website at [www.somerset.gov.uk/admissions](http://www.somerset.gov.uk/admissions), or upon request by telephoning Somerset Direct on 0300 123 2224. Any supporting information must be received by the exemption period deadline using the appropriate Supplementary Information Form (SIF) where relevant.

Applications must be received by 15 January 2021, otherwise the application will be recorded as late. Late applications will be considered after those received on time. Please see the Somerset LA co-ordinated scheme for full details.

Outcomes for on time applications will be sent out by email (for on line applicants) or second class post on 16 April 2021

**Admissions during the academic year** (in year admissions)

In year applications must be submitted directly to the school using the LA in-year application form (hard copy only)

Batches of applications will be processed with a 4pm daily working day deadline for receipt of applications. If more applications are received that there are places available, the over-subscription criteria will be applied. A decision will be notified in writing by second class post to the applicant within ten school days.

Proof of address may be required to be submitted with the application. This will be either the formal 'exchange of contracts' letter from the solicitor for a house purchase, a recent utility bill or the signing of a minimum of a six month tenancy agreement. The LA reserve the right to seek further documentary

evidence to support a claim of residence.

Where there are more applications than places available within a particular year group, applications will be considered against the published oversubscription criteria and allocated up to the admission number/ limit.

Places will not be allocated more than six school weeks or half a term in advance of being required. The only exceptions are children of UK service personnel and other crown servants (including Diplomats) returning to the UK with a confirmed posting to the area (see Children of UK service personnel)

### **Oversubscription Criteria**

When the school is oversubscribed, after the admission of pupils with an Education, Health and Care plan naming the school, priority for admission will be given to those children who meet the criteria set out below, in priority order:

1. Children Looked After– Children who are in the care of a Local Authority or have previously been and are now formally adopted or subject to a residence/child arrangement order or special guardianship order.  
(See important note 1)
2. Children identified with a sensory, physical or medical disability (High Needs Pupils), where a multi-agency professional team has identified the school as the nearest suitable school. (See important note 2)
3. Children living in the catchment area, with a sibling at the school at the time of admission, and who live at the same address.
4. a) Children living in the rural catchment area. (See important note 3)  
.. b) Children living in the catchment area.
5. Children living outside the catchment area, with a sibling at the school at the time of admission, and who live at the same address
6. Children registered in an Infant, First or Middle school (within the transfer school catchment area).
7. For Infant school admissions only; Children living outside the catchment area, with an older sibling at the linked junior school at the time of admission, and who live at the same address.

8. In VC schools with a religious foundation:
  - a) Children and/or parent(s) who are practising members of the founding religious body of the school (eg, Anglican or Methodist).
  - b) Children and/or parent(s) who are practising members of other churches or religious denominations. (see important note 4).
9.
  - a) Children of staff employed by the school for at least two years prior to the application closing date.
  - b) Children of staff employed by the school recruited to fill a vacant post for which there is a demonstrable skill shortage. (See important note 6)
10. Children not satisfying a higher criterion

### **Tie-break**

If in categories 1-10 above a tie-break is necessary to determine which child is admitted, the child living closest to the school will be given priority for admission. Distance is measured in a straight line by a Geographical information System (GIS) method from the geocoded point of the school site to the geocoded point of the pupil's home.

Random allocation by drawing lots supervised by someone independent of the school will be used as a tie-break in categories 1-10 above to decide who has highest priority for admission if in two or more cases the children's homes are equidistant from the school.

However, if children of multiple births (twins and triplets) are tied for the final place, those siblings will be admitted over PAN

### **Important Notes**

1. A "Looked After Child" means any child who is in the care of a local authority in accordance with Section 22 (1) of the Children Act 1989. A child who was "a previously Looked After Child" means a child who after being Looked After became subject to an Adoption Order under Section 46 of the Adoption and Children Act 2002, a Residence Order under Section 8 of the Children Act 1989 or Special Guardianship Order under Section 14A of the Children Act 1989.
2. Criterion 2 enables schools to plan with SEN Officers for the school entry of

children with physical, medical or sensory impairments. This includes children that are in receipt of Early Years School Action Plus funding at level 3 and / or where significant capital works (e.g., accessible toilets, changing space, access to classrooms) are required.

3. 'Rural catchment' is defined as living in the catchment area of a school and there is no alternative school within the statutory walking distance of the home address (2 miles for a child aged under eight years old and 3 miles for a child aged eight years old and over)
4. "Practising" is defined as at least once a month for at least six months prior to the application closing date attendance at church by at least one parent and/or child. In order for applications to be considered against criterion 8 applicants will need to use the appropriate Supplementary Application Form (SIF) to demonstrate their ability to meet the particular criterion. The SIF will need to be completed and signed by a member of the clergy and submitted along with the school place application.
5. Criterion 9 - The Head Teacher or Governing Body of the relevant school will be asked to verify point b.
6. Criterion 4, 8 and 9 – Children considered under sub-criteria a) will have a priority over children considered under sub-criteria b).

## **Additional Information**

### **Home Address**

The home address is very important as school places are allocated on the basis of the permanent home address of each child. A child's permanent home address is considered to be where the child spends the majority of their time with parents or carers. (Please see shared care arrangements information below).

Documentary evidence of home ownership or suitable rental agreement may be required, together with proof of permanent residence at the property concerned. Places cannot be allocated on the basis of an intended future address, unless the house move can be confirmed through the formal 'exchange of contracts' or the signing of a minimum of a six month formal tenancy agreement from a letting agency. Please note private letting agreements may not be accepted as proof of residence. An address change due to a move to live with other family members or friends will not be considered until the move has taken place and suitable proof of residency has been obtained. Proof that a move from the previous address has taken place may also be required e.g. proof of exchange of contracts, a tenancy agreement



showing the end date of the tenancy or a notice to quit from the landlord or repossession notice. The LA reserve the right to seek further documentary evidence to support any claim of residence which could include contacting the estate agent, solicitor, landlord or relevant professional. A representative of the L A may carry out a home visit/s without prior notice to verify a pupil's home address.

An address used for childcare arrangements cannot be used as a home address for the purpose of applying for a school place. Fraudulent claims relating to the home address of a particular child may lead to the withdrawal of any offer of a school place.

Proof of address will not be required for Traveller families where the address is confirmed by the Traveller Education Service. A foster carer will not be required to supply proof of address for a child placed with them by a LA.

The LA and/or Admissions Authority must be notified of any change of address during the admissions procedure.

### **Shared care arrangements**

Where shared care arrangements are in place and parents/ carers of the child submit two separate applications for different schools, the LA will only accept one application which will be the application made by the parent/carer that lives at the same permanent home address as the child. Where there are exceptional grounds such as on-going court proceedings for example, these applications will be considered on a case by case basis.

Where it is necessary to establish the permanent home address for the child parent/carers will be asked to write to the LA stating the number of days each week the child spends with them. The LA may also ask for evidence of which parent/carer was in receipt of child benefit at the point of application. If the parent/carer is not in receipt of child benefit, the LA will ask for proof of the child's home address as held by the doctor's surgery at the point of application. If the child's home address cannot be verified the LA reserve the right to request further documentary evidence to support any claim of permanent home address.

### **Parent/Carer**

Natural parents, whether they are married or not, any person who, although not a natural parent, has parental responsibility for a child or young person. Any person who, although not a natural parent, has care of a child or young person (having care of a child or young person means that a person with whom the child lives and who looks after the child, irrespective of what their relationship is with the child is considered to be a parent in education law).

### **Relevant Area**

The School Standards & Framework Act 1998 requires LA's to establish Relevant Area(s) for admission policy consultations. The Relevant Area is the area in which admission authorities must consult with schools regarding their proposed admission arrangements before finalising them.

The Education Act 2002 requires the LA to consult on and review its Relevant Area every 2 years.

The relevant area for Somerset admission authority is the geographical area for Somerset. The relevant area for VA, Foundation, Academies and Free Schools is the district in which the school is located (i.e. Mendip, South Somerset, Taunton Deane, West Somerset or Sedgemoor.)

### **Sibling**

For the purpose of admissions, a sibling is defined as children living at the same permanent home address. Please see the information on 'Shared residency arrangements' which will apply if necessary in order to determine the sibling's permanent home address.

### **Appeals**

All applicants refused a place have a right of appeal to an independent appeal panel constituted and operated in accordance with the School Admission Appeals Code. Details of how to appeal are included in the outcome email or letter. Information on the timetable for the appeals process is available on the Somerset LA website by 28 February each year.

### **Waiting lists**

The LA will maintain a waiting list for every over-subscribed Community and Voluntary Controlled school. Children will automatically be placed on the waiting list if a place is refused. . The waiting list for the year of entry will operate until the end of the first term after the beginning of the school year. If parent/carers wish for their child to remain on the waiting list after this time a request must be made in writing to the Local Authority by the start of the Spring Term.

The waiting list for all other year groups will operate until the end of the academic year for which the place has been requested.

Children's position on the waiting list will be determined solely in accordance with the oversubscription criteria. Where places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria. The waiting list will be reordered in accordance with the oversubscription criteria whenever anyone is added to or leaves the waiting list. It is the responsibility of the parent to ensure the LA are informed of any changes that may affect their child's position on the waiting list.

### **Withdrawal of places**

The LA will consider withdrawing the offer of a place at a Community or Voluntary Controlled school if;

- The place has been offered on the basis of an application which is subsequently found to be fraudulent or intentionally misleading.
- If a school is offered on the basis of an address that is subsequently found to be different from a child's permanent home address then that place is liable to be withdrawn.
- The parent/carer has not responded to the offer within a reasonable period of time and a further opportunity has been given for the parent to respond within 10 days having explained that the offer may be withdrawn if they do not.

### **Deferred Entry**

Parents offered a place in reception for their child have a right to defer entry, or to take a place up part-time, until the start of the term beginning immediately after their child has reached compulsory school age. However, places cannot be deferred beyond the beginning of the final term of the school year for which the offer was made.

Children reach compulsory school age on the prescribed day following their 5<sup>th</sup> birthday (or on their fifth birthday if it falls on a prescribed day). The prescribed days are 31 August, 31 December and 31 March.

### **Full-time schooling**

Parents have a right to a full-time place at school for their child from the September following their fourth birthday.

### **Summer Born Children**

Parents of summer born children may request that they are admitted into reception rather than year one when they become of compulsory school age. Applications will be considered as set out below (see admission of children outside their normal age group)

### **Admission of children outside their normal age group**

Parents may request that their child is admitted to a year group outside their normal age range, for instance where the child is summer born or where the child is gifted or talented or where a child has suffered from particular social or medical issues impacting his or her schooling.

When such a request is made, the LA will make a decision on the basis of the circumstances of the case and in the best interests of the child concerned, taking into account the views of the Headteacher and any supporting evidence provided by the parent. If a request is refused, the child will still be considered for admission to their normal age group.

The parent is required to make an on-time application for the child's normal age group (if relevant) but can submit a request for admission out of the normal age group at the same time. The LA will ensure the parent is aware of whether the request for admission out of age group has been agreed before National Offer Day and the reason for any refusal.

Requests for admission out of the normal year group will be considered alongside other applications made at the same time. An application from a child who would 'normally' be a year 1 child for a reception place will be considered alongside applications for reception.

If a request for delayed admission is agreed, the school place application may be withdrawn before a place is offered and a new school place application will need to be made as part of the normal admissions round the following year.

If a request for a child to be admitted to school a year early is agreed, the school place application will be processed and an outcome will be sent on the National Offer Day.

If a request for delayed admission is refused, the parent must decide whether to accept the offer of a school place for the normal age group, or to refuse it and make an in year application for admission to year one for the September following the child's fifth birthday.

If a request for a child to be admitted to school a year early is refused, the school place application will not be processed and a new school place application will need to be made as part of the normal admissions round the following year.

There is no right of appeal against the decision not to allow your child to be admitted outside of their normal age group.

One admission authority cannot be required to honour a decision made by another admission authority on admission out of the normal age group. Parents, therefore, should consider whether to request admission out of the normal year group at all their preference schools, rather than just their first preference schools.

For further information and important things you should consider please visit;

<https://www.somerset.gov.uk/education-and-families/starting-school-early-or-late/>

### **Staggered Entry**

To help children settle smoothly into school, some schools operate different start dates for children entering reception classes. This is known as "Staggered Entry".

### **Children from outside the UK\***

The LA will treat applications for children coming from overseas in accordance with European Union law or Home Office rules for non-European Economic Area nationals.

The LA will process applications for children who are citizens of the European Economic Area (EEA) and for UK citizens living abroad. If proof of the Somerset address is not available the application will be considered on the current address. The only exceptions are children of UK service personnel and other crown servants (including Diplomats) returning to the UK with a confirmed posting to the area (see children of UK service personnel).

The LA will not allocate a place to any non EEA citizen moving into Somerset from outside the UK prior to their arrival in the country. The LA will require copies of the passports, appropriately endorsed visas and proof of residency – see home address definition. Applicants who are citizens of countries from outside the EEA should first check that their visas will not be invalidated by taking up a maintained school or academy place before applying. If in doubt, parents should contact the Home Office.

\*dependant on any changes arising from Britain's exit from the European Union

### **Children of UK Service Personnel**

The Admissions Authority endeavours to ensure that their admission arrangements support the Government's commitment to removing disadvantage for service children. In year applications are usually considered for admission up to a maximum of half a term in advance of the place being taken up. An exception is made for children of UK service personnel with a confirmed posting to the area and crown servants returning from overseas to live in the area where a place can be made available up to a year in advance of being required providing the appropriate documentation is provided as proof of posting (an official government letter (e.g. MOD, FCO or GCHQ) declaring a relocation date and intended posting.)

Usually, a place may be allocated prior to actual residency, only on receipt of exchange of contracts or a formal signed rental agreement. An exception is made for children of UK service personnel with a confirmed posting to the area and crown servants returning from overseas to live in the area. This means that, providing the application is accompanied by an official government letter (e.g. MOD, FCO or GCHQ) declaring a relocation date and intended posting, the admissions authority will process the application. If proof of a home address is not available at this stage the admissions authority will accept a unit postal address or quartering area address.

If the parent/carer is moving to the area as a result of leaving the armed forces then no special consideration will be given to the application under the grounds of the application being made by a service family.

For further information please refer to the DfE explanatory note on Admission of Children of Crown Servants;

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/461481/Admission\\_of\\_children\\_of\\_crown\\_servants.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/461481/Admission_of_children_of_crown_servants.pdf)

### **Children Looked After (CLA)**

The LA will endeavour to secure a place for a CLA at the catchment or nearest school to the address at which they are placed. A LA has the power to direct the admission authority for any maintained school (e.g. Voluntary Controlled, Community, Foundation and Voluntary Aided schools) in England to admit a child who is looked after by the LA, even when the school is full. The LA must **not** choose a school from which the child is permanently excluded but may choose a school whose infant classes are already at the maximum size. Before deciding to give a direction, the LA must consult the admission authority of the school it proposes to direct. In the case of an academy a LA can request that the Secretary of State consider directing the admission of a CLA.

## **Supplementary Information Form for Voluntary Controlled Schools**

**This form must be completed and submitted to Somerset Local Authority if you would like your application for a Voluntary Controlled school to be considered under criterion 8 of the over subscription criteria relating to regular church attendance which is:**

Children and/or parent(s) who are practising members of the founding religious body of the school (e.g., Anglican or Methodist).

Children and/or parent(s) who are practising members of other churches or religious denominations.

“Practising” is defined as at least once a month for at least six months prior to the application closing date attendance at church by at least one parent and/or child.

Please ensure that the attached form is completed by you and signed by the relevant church representative (vicar, priest, minister, pastor, church warden) and submitted to Somerset Local Authority. It must be received by Somerset Local Authority by midnight on 8 February 2021 for primary admissions and 4 December 2020 for secondary admissions. For in year admissions it must be submitted directly to the school alongside an in year application form.

Failure to send the correctly completed supplementary information form to Somerset Local Authority by the closing date will mean that your application cannot be considered under the church attendance criterion.

**Please return form to:**

Admissions & Entitlements Team  
PPC402C  
Somerset County Council  
County Hall  
Taunton  
Somerset  
TA1 4DY

# Notes for Clergy

Notes for clergy or those responsible and authorised to sign supplementary information forms for those applying to church schools under a church attendance criterion.

The recommendation of the Bath & Wells DBE is that it is best practice to have a sub-committee of at least three members, including clergy, church wardens and those with responsibility for Sunday school to consider these requests and be authorised to sign the form if it is agreed appropriate.

Please also note that if this form is not received by Somerset Authority prior to the published deadline the child cannot be considered eligible under any church attendance criteria.

In order for the application to be considered under any church attendance criteria within the school's admissions arrangements, the following must be ensured:

1. The DBE does recommend that the child or a parent has attended actual worship and that attendance at toddler groups or other activities that are held at the church does NOT meet the requirements.
2. The completed form must be received by Somerset Local Authority by midnight on 7 February 2020 for primary admissions and 2 December 2019 for secondary admissions. For in year admissions the parent/carer must submit it directly to the school alongside an in year application form.
3. For applicants who have recently, or are about to move to a different area, the supplementary information form should be completed by the clergy at the church where they have been regularly worshipping. It is the responsibility of the applicant to organise this and ensure that the SIF is completed and sent in on time.

## **Please Note:**

The application process is a legal one and every effort **MUST** be made to ensure that applications and any supplementary forms are completed accurately and on time. If applicants are unsuccessful, they have the right to appeal. **Clergy should not be pressured into signing a form if they know that the applicant does not, or are in doubt as to whether the applicant does, meet the criteria laid down by the school. This is one reason why a committee should consider every application. It is also particularly helpful where there is an inter-regnum or where clergy have been in post less than 6 months.**



**Somerset County Council**

County Hall, Taunton  
Somerset, TA1 4DY



Please complete your child’s details then give this form to your clergy leader (priest/minister/pastor), who will complete the remaining part of the form.

**Details of Child/Children**

Applicants Name:.....

Childs Full Name:.....

Childs Date Of Birth:.....

**Details of Church and Church Representative**

Name and Address of Church:.....  
.....

Name and Position of Church Representative.....  
.....

Church Denomination (i.e. Anglican, Methodist etc).....

Tel:.....

**Declaration**

I, (insert name).....

confirm that the child and/or parent(s)/carer(s identified above has attended

(name of church).....

at least once a month for a minimum of 6 months prior to the date of application.

Signed:.....

Date:.....

**Please return form to:** Admissions Team, PPC402C, Somerset County Council,  
County Hall, Taunton, Somerset, TA1 4DY or email to  
schooladmissions@somerset.gov.uk

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## **SOMERSET LOCAL AUTHORITY**

### **CO-ORDINATED PRIMARY ADMISSION SCHEME**

#### **STARTING AT A PRIMARY, INFANT, FIRST SCHOOL JUNIOR OR MIDDLE SCHOOL IN SEPTEMBER 2021**

##### **1. This scheme applies to:**

Applications for all Somerset primary, infant, first, junior and middle schools including Voluntary Controlled (VC), Community (C), Voluntary Aided (VA), Foundation (F), Academy (A) and Free Schools (FS).

##### **2. This scheme explains:**

Important information concerning the process for admission to the reception year of a primary, first or infant school, year 3 of a junior school and year 5 of a middle school in September 2021. This scheme should be read in conjunction with the school admission arrangements published by Admission Authorities.

Please refer to the glossary for a description of all technical terms used throughout this document.

##### **3. Useful Contacts:**

The 'Somerset Admissions and Entitlement Team'

[schooladmissions@somerset.gov.uk](mailto:schooladmissions@somerset.gov.uk)

[www.somerset.gov.uk/admissions](http://www.somerset.gov.uk/admissions)

Somerset Direct – 0300 123 2224

Somerset Direct Roads & Transport Team

[Roads&Transport@somerset.gov.uk](mailto:Roads&Transport@somerset.gov.uk)

0300 123 2224

## Somerset County Council

County Hall, Taunton  
Somerset, TA1 4DY



### 4. Useful links:

#### **Office of the Schools Adjudicator;**

<http://www.education.gov.uk/schoolsadjudicator/>

#### **Department for Education;**

<http://www.education.gov.uk/>  
School Admissions Code;

#### **Education and Skills Funding Agency:**

Telephone: 0370 000 2288

Fax: 01928 794 248

**Website: <https://www.gov.uk/government/organisations/education-and-skills-funding-agency>**

### 5. Co-ordination Procedure

The Local Authority (LA) is the admission authority for all voluntary controlled (VC) and community (C) Schools. The Governing Body is the admissions authority for a foundation (F) or voluntary aided (VA) school. The Trust is the admissions authority for free schools (FS) and academies (A).

All LAs are required to operate a scheme of co-ordination. This involves LAs exchanging applications with other admission authorities and with other LAs where the school applied for is not in the home authority area. It is the home LAs responsibility to notify the applicant of the outcome.

From September 2020, Somerset LA will make available a composite prospectus 'a guide for parents'. This sets out the primary admission application process and information, including the admission arrangements for all schools and academies in Somerset.

The composite prospectus is available on the Somerset County Council website at [www.somerset.gov.uk/admissions](http://www.somerset.gov.uk/admissions). Parents are responsible for ensuring they access this information in appropriate time to make a school place application by the published deadline.

## Somerset County Council

County Hall, Taunton  
Somerset, TA1 4DY



For children resident in Somerset, applications must be made to Somerset Local Authority regardless of the location of the preferred school. All applications are co-ordinated by the Somerset Local Authority up to and including 31 August 2021. Details of how to apply with a Common Application Form are available on the Somerset school admissions website. Applications can be made on-line or using a paper application form. By applying on-line the applicant will receive an email acknowledgment and outcome. Where an applicant chooses to apply using a paper application form, outcomes will be sent by second class post. It is advisable to confirm receipt as the Local Authority accepts no responsibility for application forms that are not delivered.

Applications for primary phase admission cannot be made directly to a school. Applications received by Somerset LA in error from parents living outside of Somerset will not be processed. If possible the parent will be informed so they can apply to their home authority.

Applicants can express up to three preferences for schools, regardless of location and may provide reasons for these preferences. Additional information may need to be provided if an application is to be considered under a certain criteria. This may be supporting evidence, such as a Baptism Certificate, and/or a supplementary information form (SIF). Applicants should check with the relevant school to see if the additional information should be submitted to the school or the Local Authority. The SIF for Somerset VC schools can be obtained from the SCC website. **It is the responsibility of the applicant to inform Somerset LA of any changes to the information submitted in the application e.g changes to home address, siblings, religion etc.**

Applications must be received by 15 January 2021 in order to be considered as 'on-time'. Applications received after this deadline will be treated as 'late applications' and cannot be administered until all 'on time' applications have been dealt with, by which time places at the preferred school(s) may no longer be available. It is not for the LA to prove that the form was received on-time, the burden of proof will fall to the parent.

## Somerset County Council

County Hall, Taunton  
Somerset, TA1 4DY



There is an exemption period closing date of 8 February 2021 for proof of a change of address to be received by the Local Authority. SIFs for Somerset VC and C schools will also be accepted until this date.

Where applications are received between the published closing date and the published exemption period closing date, and there are exceptional reasons for the application being received late (providing there is clear evidence to support the reason) the application will be considered with 'on-time' applications. The circumstance must be proved 'exceptional' for example the case of a child in care who has moved foster placement. Supporting evidence may be requested by the LA. The decision whether to accept the application as 'on time' will be taken by the Admissions and Entitlements Manager.

Somerset LA must exchange application information with other admission authorities and LAs where the preferred school is not a Somerset school. This exchange of information will take place by the dates indicated in the 2021 primary admissions timetable – see section 6.

Admission authorities are responsible for applying their published admission arrangements. If there are more applications received than places available at a particular school, the admission authority must apply their oversubscription criteria to decide which children can be allocated a place within the Published Admission Number. Where the admission authority is not the LA, admission authorities must provide the LA with a list of proposed allocations ranked according to oversubscription criteria.

Where applicants have expressed a preference for more than one school, the LA must offer a place on behalf of the admission authority at the highest preference school, at which a place is available. A national process known as 'Equal Preference with Ranking' must be used to determine this.

Decisions in connection with applications received by the deadline will be notified to applicants on the National Offer Day of 16 April 2021 (or next working day if this falls on a weekend or bank holiday).

## Somerset County Council

County Hall, Taunton  
Somerset, TA1 4DY



Where it is not possible to offer a place at one or more of the applicant's preferred schools, the LA will provide refusal information with details of how to appeal against the admission authority decision. Appeals are heard by an independent appeal panel whose decision is binding.

Decisions for late applications received by 4 May 2021 will be notified to applicants on 7 June 2021 by second class post. Applications received after 4 May 2021 will be processed in strict date order of receipt. If more applications are received on the same day than there are places available at a particular school, the oversubscription criteria will be applied to decide which children can be allocated a place.

Any change of preference submitted online or by paper application on or before the published deadline date will over-ride any previous applications.

After the outcome date, if a change of preference is received and can be met, the previously offered place will be automatically withdrawn.

If a junior or middle school place for September 2021 is offered and an in year place at an alternative school from September 2021 is subsequently applied for and offered, the previously allocated junior or middle school place will be automatically withdrawn.

**6. Coordination timetable for primary admission applications**

**Starting at a primary, infant, first, junior or middle school, in September 2021**

<b>Date</b>	<b>Action</b>	<b>Action By</b>
September 2020	Composite prospectus and common application form made available.	Local Authority (LA)
26 October – 30 October 2020	Half Term	
21 December 2020 – 04 January 2021	Christmas holiday	
<b>15 January 2021</b>	<b>Closing date for primary phase applications.</b>	<b>Parents/carers</b>
By 29 January 2021	Details of applications from residents in other LA areas and/or for schools in other LAs to be sent to those LAs for information.	Local Authority (LA)
By 5 February 2021	Details of applications to be sent to Schools/Academies that do not purchase the LA admissions service	
8 February 2021	Exemption Period Closing Date	
15 February – 19 February 2021	Half Term	
8 March 2021	School/Academy that does not purchase the LA admissions service to provide LA with fully ranked list.	Voluntary Aided, Foundation, Free school, Academy Trust/Governing Bodies



15 March 2021	School/Academy purchasing the LA admission service to have confirmed sign off of fully ranked list	Voluntary Aided, Foundation, Free school, Academy Trust/Governing Bodies
By 19 March 2020	Initial exchange of information with other LAs, confirming offers and refusals to be made.	Local Authority (LA)
2-16 April 2021	Easter Holiday	
By 1 April 2021	Somerset to send final outcomes for other Local Authority residents applying for Somerset schools.	Local Authority (LA)
9 April 2021	The LA will notify Somerset schools which children have been offered places at their schools.	Local Authority (LA)
<b>16 April 2021</b>	<b>Outcome date – outcomes sent out by email and by 2<sup>nd</sup> class post.</b>	Local Authority (LA)
17 May 2021	Closing date for receipt of appeal applications. We cannot guarantee that appeals received after this date will be heard in the first round of appeals.	Parents/carers
Within 40 days of the deadline for lodging appeals	Appeal hearings in connection with 'on time' applications will be completed	LAs/Voluntary Aided, Foundation Schools, Free schools, Academies
1 September 2021	Date from which requests for school places will be considered under the In Year Admissions Policy	

## 7. Glossary of Terms

Academy	Independently managed, all ability schools. Set up by sponsors from business, faith or voluntary groups in partnership with the Department for Education (DfE) and the LA. Together they fund the land and buildings, with the government covering the running costs.
Admission Arrangements	The overall procedure, practices and oversubscription criteria used in deciding the allocation of school places including any device or means used to determine whether a school place is to be offered.
Admission Authority	The body responsible for setting and applying a school's admission arrangements. For community or voluntary controlled schools, the LA is the admission authority; for foundation and voluntary aided schools the governing body of the school is the admission authority. For free schools or Academies the Trust is the admissions authority
Catchment area	A geographical area, from which children may be afforded priority for admission to a particular school. A catchment area is part of a school's admission arrangements and must therefore be consulted upon, determined and published in the same way as other admission arrangements. Catchments can be viewed using this link <a href="http://www.somerset.gov.uk/education-learning-and-schools/choosing-a-school/check-catchment-school1/">http://www.somerset.gov.uk/education-learning-and-schools/choosing-a-school/check-catchment-school1/</a>
Choice Advice Service	Somerset Choice Advice Service is a free impartial service which supports families with advice and practical support through the school admissions and appeal processes.
Common Application Form (CAF)	The form parents complete and submit to local authorities listing their preferred choices of schools when applying for a school place for their child as part of the local co-ordination scheme during the normal admissions round. Parents must be allowed to express a preference for a minimum of three schools on the relevant common application form as determined by their local authority.
Composite Prospectus	The prospectus that a local authority is required to publish by 12 September in the offer year. This prospectus must include detailed admission arrangements of all maintained schools in the area (including admission numbers and catchment areas).

Co-ordination /Co-ordinated Scheme	All local authorities are required to coordinate primary and secondary admissions for all schools in their area. Outcomes are sent out by the local authority on 1 March (or next working day) for secondary pupils and 16 April (or next working day) for primary pupils.
DfE	Department for Education
Equal Preference with Ranking	The equal preference with ranking allocation system requires the admission authority to consider all preferences received for a particular school (first, second, third, fourth and fifth) equally and, where the school is oversubscribed, apply the oversubscription criteria. Where more than one preference can be met the local authority will offer the highest ranking preference.
Governing Bodies	School governing bodies are bodies corporate responsible for conducting schools with a view to promoting high standards of educational achievement. Governing bodies have three key roles: setting strategic direction, ensuring accountability, and monitoring and evaluation.
Home Local Authority	A child's home local authority is the local authority in whose area they live.
In Year Application	An application is an 'in-year' application if it is for the admission of a child to a relevant age group and it is submitted on or after the first day of the first school term of the admission year, or it is for the admission of a child to an age group other than a relevant age group.
LA	In this policy, this means Somerset County Council acting in their capacity as Local Authority
Late Application	Applications for the relevant age group received outside the normal round of admissions (e.g. received after the national closing date of 15 January for primary phase applications and 31 October for secondary phase applications) but before 1 September when they become in year admissions.
National Offer Day	The day each year on which local authorities are required to send the offer of a school place to all parents of secondary age pupils in their area. For secondary pupils, offers are sent out by the home local authority on 1 March. For primary pupils, this will be on 16 April.
Normal Admissions Round	The period during which parents are invited to express a minimum of three preferences for a place at any state-funded school, in rank order on the common application

	form provided by their home local authority. This period usually follows publication of the local authority composite prospectus on 12 September, with the deadlines for parental applications of 31 October (for secondary places) and 15 January (for primary places), and subsequent offers made to parents on National Offer Day as defined above.
Oversubscription Criteria	This refers to the published criteria that an admission authority applies when a school has more applications than places available in order to decide which children will be allocated a place.
Oversubscription	Where a school has a higher number of applicants than the school's Published Admission Number.
Published Admission Number (PAN)	The number of school places that the admission authority must offer in each relevant age group (see definition below) of a school for which it is admission authority. Published Admission Numbers are part of a school's admission arrangements.
Preferred school	In this policy, this means a school for which a parent has made an application, otherwise called expressing a preference for a school.
Relevant Age Group	The school entry point to which children are normally admitted e.g. reception in a primary school. Each relevant age group must have admission arrangements, including an admission number. Some schools (for example schools with sixth forms which admit children into the sixth form) have more than one relevant age group.
Schools Adjudicator	A statutory office-holder who is appointed by the Secretary of State for Education, but is independent. The Adjudicator decides on objections to published admission arrangements of all state-funded schools and variations of determined admission arrangements for maintained schools.
Transport Area	Children attending the designated transport area or nearest school to the home address and living over the statutory walking distance from this school will be entitled to travel assistance. .

**Somerset Local Authority (LA)  
Admission arrangements applying to community (C)  
or voluntary controlled (VC) Schools**

**Transferring to a community or voluntary controlled secondary or upper School  
in September 2021 or joining any year group during the 2021/22 academic year**

Somerset LA is the Admissions Authority for all C and VC schools located within Somerset.

These admission arrangements should be read in conjunction with the LA 2021 coordinated admissions scheme.

**Starting at a secondary or upper school in 2021**– Applications must be submitted to the home LA. If this is Somerset applications can be made on-line at [www.somerset.gov.uk/admissions](http://www.somerset.gov.uk/admissions) . Paper applications are available to download from the Somerset County Council website at [www.somerset.gov.uk/admissions](http://www.somerset.gov.uk/admissions), or upon request by telephoning Somerset Direct on 0300 123 2224. Any supporting information must be received by the exemption period deadline using the appropriate Supplementary Information Form (SIF) where relevant.

Applications must be received by 31 October 2020, otherwise the application will be recorded as late. Late applications will be considered after those received on time. Please see the Somerset LA co-ordinated scheme for full details.

Outcomes for on time applications will be sent out by email (for on line applicants) or second class post sent out on 1 March 2021

**Admissions during the academic year (in year admissions)**

In year applications must be submitted directly to the school using the LA in-year application form (hard copy only)

Batches of applications will be processed with a 4pm daily working day deadline for receipt of applications. If more applications are received than there are places available, the over-subscription criteria will be applied. A decision will be notified in writing by second class post to the applicant within ten school days.

Proof of address may be required to be submitted with the application. This will be either the formal 'exchange of contracts' letter from the solicitor for a house

purchase, a recent utility bill or the signing of a minimum of a six month tenancy agreement. The LA reserve the right to seek further documentary evidence to support a claim of residence.

Where there are more applications than places available within a particular year group, applications will be considered against the published oversubscription criteria and allocated up to the admission number/limit.

Places will not be allocated more than six school weeks or half a term in advance of being required. The only exceptions are children of UK service personnel and other crown servants (including Diplomats) returning to the UK with a confirmed posting to the area (see Children of UK service personnel).

### **Oversubscription Criteria**

When the school is oversubscribed, after the admission of pupils with an Education, Health and Care plan naming the school, priority for admission will be given to those children who meet the criteria set out below, in priority order:

- 1 Children Looked After – Children who are in the care of a Local Authority or have previously been and are now formally adopted or subject to a residence/child arrangement order or special guardianship order. (See important note 1)
- 2 Children identified with a sensory, physical or medical disability (High Needs Pupils), where a multi- agency professional team has identified the school as the nearest suitable school (see important note 2)
- 3 Children living in the catchment area, with a sibling at the school at the time of admission, and who live at the same address.
- 4
  - a) Children of staff employed by the school for at least two years prior to the application closing date.
  - b) Children of staff employed by the school recruited to fill a vacant post for which there is a demonstrable skill shortage. (See important note 3)
5.
  - a) Children living in the rural catchment area. (See important note 4)
  - b) Children living in the catchment area.
- 6 Children living outside the catchment area, with a sibling at the school at the time of admission, and who live at the same address.

- 7 Children attending a middle school (within the transfer school catchment area).
- 8 In VC schools with a religious foundation:
  - a) Children and/or parent(s) who are practising members of the founding – religious body of the school (e.g., Anglican or Methodist).
  - b) Children and/or parent(s) who are practising members of other churches or religious denominations. (See important note 5)
- 9 Children not satisfying a higher criterion

### **Tie-break**

If in categories 1-10 above a tie-break is necessary to determine which child is admitted, the child living closest to the school will be given priority for admission. Distance is measured in a straight line by a Geographical information System (GIS) method from the geocoded point of the school site to the geocoded point of the pupil's home.

Random allocation by drawing lots supervised by someone independent of the school, will be used as a tie-break in categories 1-10 above to decide who has highest priority for admission if in two or more cases the children's homes are equidistant from the school.

However, if children of multiple births (twins and triplets) are tied for the final place, those siblings will be admitted over PAN

### **Important Notes:**

1. A "Looked After Child" means any child who is in the care of a local authority in accordance with Section 22 (1) of the Children Act 1989. A child who was "a previously Looked After Child" means a child who after being Looked After became subject to an Adoption Order under Section 46 of the Adoption and Children Act 2002, a Residence Order under Section 8 of the Children Act 1989 or Special Guardianship Order under Section 14A of the Children Act 1989.
2. Criterion 2 enables schools to plan with SEN Officers for the school entry of children with physical, medical or sensory impairments. This includes children that are in receipt of Early Years School Action Plus funding at level 3 and / or

where significant capital works (eg, accessible toilets, changing space, access to classrooms) are required.

3. Criterion 4 - The Head Teacher or Governing Body of the relevant school will be asked to verify point b.
4. 'Rural catchment' is defined as living in the catchment area of a school where there is no alternative school within the statutory walking distance of the home address
5. "Practising" is defined as at least once a month for at least six months prior to the application closing date, attendance at church by at least one parent and/or child. This must be confirmed by a member of the clergy on a supplementary information form. In order for applications to be considered against criterion 8 applicants will need to use the appropriate Supplementary Application Form (SIF) to demonstrate their ability to meet the particular criterion. The SIF will need to be completed and signed by a member of the clergy and submitted along with the school place application.
6. Criterion 4, 8 and 9 – Children considered under sub-criteria a) will have a priority over children considered under sub-criteria b).

### **Home Address**

The home address is very important as school places are allocated on the basis of the permanent home address of each child. A child's home address is considered to be where the child spends the majority of their time with parents or carers. (Please see shared care arrangements information below).

Documentary evidence of home ownership or suitable rental agreement may be required, together with proof of permanent residence at the property concerned. Places cannot be allocated on the basis of an intended future address, unless the house move can be confirmed through the formal 'exchange of contracts' or the signing of a minimum of a six month formal tenancy agreement from a letting agency. Please note private letting agreements may not be accepted as proof of residence. An address change due to a move to live with other family members or friends will not be considered until the move has taken place and suitable proof of residency has been obtained. Proof that a move from the previous address has taken place may also be required e.g. proof of exchange of contracts, a tenancy agreement showing the end date of the tenancy or a notice to quit from the landlord or repossession notice. The LA reserve the right to seek further documentary evidence to support any claim of residence which could include contacting the estate agent,



solicitor landlord or relevant professional. A representative of the LA may carry out a home visit/s without prior notice to verify a pupil's home address.

An address used for childcare arrangements cannot be used as a home address for the purpose of applying for a school place. Fraudulent claims relating to the home address of a particular child may lead to the withdrawal of any offer of a school place.

Proof of address will not be required for Traveller families where the address is confirmed by the Traveller Education Service. A foster carer will not be required to supply proof of address for a child placed with them by a L A.

The L A and/or Admissions Authority must be notified of any change of address during the admissions procedure.

### **Shared care arrangements**

Where shared care arrangements are in place and parents/carers of the child submit two separate applications for different schools, the LA will only accept one application which will be the application made by the parent/carers that lives at the same permanent home address as the child. Where there are exceptional grounds such as on-going court proceedings for example, these applications will be considered on a case by case basis.

Where it is necessary to establish the permanent home address for the child parent/carers will be asked to write to the LA stating the number of days each week the child spends with them. The LA may also ask for evidence of which parent/carers was in receipt of child benefit at the point of application. If the parent/carers is not in receipt of child benefit, the LA will ask for proof of the child's home address as held by the doctor's surgery at the point of application. If the child's home address cannot be verified the LA reserve the right to request further documentary evidence to support any claim of permanent home address.

### **Parent/Carer**

Natural parents, whether they are married or not, any person who, although not a natural parent, has parental responsibility for a child or young person. Any person who, although not a natural parent, has care of a child or young person (having care of a child or young person means that a person with whom the child lives and who looks after the child, irrespective of what their relationship is with the child is considered to be a parent in education law).

### **Relevant Area**

The School Standards & Framework Act 1998 requires LA's to establish Relevant Area(s) for admission policy consultations. The Relevant Area is the area in which admission authorities must consult with schools regarding their proposed admission arrangements before finalising them.

The Education Act 2002 requires the LA to consult on and review its Relevant Area every 2 years.

The relevant area for Somerset admission authority is the geographical area for Somerset. The relevant area for VA, Foundation, Academies and Free Schools is the district in which the school is located (i.e. Mendip, South Somerset, Taunton Deane, West Somerset or Sedgemoor.)

### **Sibling**

For the purpose of admissions, a sibling is defined as children living at the same permanent home address. Please see section on 'shared residency arrangements' which will apply if necessary in order to determine the sibling's permanent home address.

Siblings in post 16 education are not included as siblings for the purposes of admissions.

### **Appeals**

All applicants refused a place have a right of appeal to an independent appeal panel constituted and operated in accordance with the School Admission Appeals Code.

Details of how to appeal are included in the outcome email or letter. National Offer Day. Information on the timetable for the appeals process is available on the Somerset LA website by 28 February each year.

### **Waiting lists**

The LA will maintain a waiting list for every over-subscribed Community and Voluntary Controlled school. Children will automatically be placed on the waiting list if a place is refused. The waiting list for the year of entry will operate until the end of the first term after the beginning of the school year. If parent/carers wish for their child to remain on the waiting list after this time a request must be made in writing to the Local Authority by the start of the Spring Term.

The waiting list for all other year groups will operate until the end of the academic year for which the place has been requested.

Children's position on the waiting list will be determined solely in accordance with the oversubscription criteria. Where places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria. The waiting list will be reordered in accordance with the oversubscription criteria whenever anyone is added to or leaves the waiting list. It is the responsibility of the parent to ensure the LA are informed of any changes that may affect their child's position on the waiting list.

### **Withdrawal of places**

The LA will consider withdrawing the offer of a place at a Community or Voluntary Controlled school if;

- The place has been offered on the basis of an application which is subsequently found to be fraudulent or intentionally misleading.
- If a school is offered on the basis of an address that is subsequently found to be different from a child's permanent home address then that place is liable to be withdrawn.
- The parent/carer has not responded to the offer within a reasonable period of time and a further opportunity has been given for the parent to respond within 10 days having explained that the offer may be withdrawn if they do not.

### **Admission of children outside their normal age group**

Parents may request that their child is admitted to a year group outside their normal age range, for instance where the child is gifted or talented or where a child has suffered from particular social or medical issues impacting his or her schooling.

When such a request is made, the LA will make a decision on the basis of the circumstances of the case and in the best interests of the child concerned, taking into account the views of the Headteacher and any supporting evidence provided by the parent. If a request is refused, the child will still be considered for admission to their normal age group.

The parent is required to make an on-time application for the child's normal age group (if relevant) but can submit a request for admission out of the normal age group at the same time. The LA will ensure the parent is aware of whether the request for admission out of age group has been agreed before National Offer Day and the reason for any refusal.

Requests for admission out of the normal year group will be considered alongside other applications made at the same time. An application from a child who would 'normally' be a year 8 child for a year 7 place will be considered alongside applications for year 7.

If a request for delayed admission is agreed, the school place application may be withdrawn before a place is offered and a new school place application will need to be made as part of the normal admissions round the following year.

If a request for a child to be transfer school a year early is agreed, the school place application will be processed and an outcome will be sent on the National Offer Day.

If a request for delayed admission is refused, the school place application will be processed and an outcome will be sent on the National Offer Day.

If a request for a child to transfer school a year early is refused, the school place application will not be processed and a new school place application will need to be made as part of the normal admissions round the following year.

There is no right of appeal against the decision not to allow your child to be admitted outside of their normal age group.

One admission authority cannot be required to honour a decision made by another admission authority on admission out of the normal age group. Parents, therefore, should consider whether to request admission out of the normal year group at all their preference schools, rather than just their first preference schools.

For further information and guidance please visit;

<https://www.somerset.gov.uk/education-and-families/starting-school-early-or-late/>

### **Children from outside the UK\***

The LA will treat applications for children coming from overseas in accordance with European Union law or Home Office rules for non-European Economic Area nationals.

The LA will process applications for children who are citizens of the European Economic Area (EEA) and for UK citizens living abroad. If proof of the Somerset address is not available the application will be considered on the current address. The only exceptions are children of UK service personnel and other crown servants

(including Diplomats) returning to the UK with a confirmed posting to the area (see children of UK service personnel).

The LA will not allocate a place to any non EEA citizen moving into Somerset from outside the UK prior to their arrival in the country. In such cases the L A will require copies of the passports, appropriately endorsed visas and proof of residency – see home address definition. Applicants who are citizens of countries from outside the EEA should first check that their visas will not be invalidated by taking up a maintained school or academy place before applying. If in doubt, parents should contact the Home Office.

\*dependant on any changes arising from Britain's exit from the European Union

### **Children of UK Service Personnel**

The Admissions Authority endeavours to ensure that their admission arrangements support the Government's commitment to removing disadvantage for service children. In year applications are usually considered for admission up to a maximum of half a term in advance of the place being taken up. An exception is made for children of UK service personnel with a confirmed posting to the area and crown servants returning from overseas to live in the area where a place can be made available up to a year in advance of being required providing the appropriate documentation is provided as proof of posting (an official government letter (e.g. MOD, FCO or GCHQ) declaring a relocation date and intended posting.)

Usually, a place may be allocated prior to actual residency, only on receipt of exchange of contracts or a formal signed rental agreement. An exception is made for children of UK service personnel with a confirmed posting to the area and crown servants returning from overseas to live in the area. This means that, providing the application is accompanied by an official government letter (e.g. MOD, FCO or GCHQ) declaring a relocation date and intended posting, The admissions authority will process the application on that address. If proof of a home address is not available at this stage the admissions authority will accept a unit postal address or quartering area address.

If the parent/carer is moving to the area as a result of leaving the armed forces then no special consideration will be given to the application under the grounds of the application being made by a service family.

For further information please refer to the DfE explanatory note on Admission of Children of Crown Servants;

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/461481/Admission\\_of\\_children\\_of\\_crown\\_servants.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/461481/Admission_of_children_of_crown_servants.pdf)

### **Children Looked After (CLA)**

The L A will endeavour to secure a place for a CLA at the catchment or nearest school to the address at which they are placed. A LA has the power to direct the admission authority for any maintained school (e.g. Voluntary Controlled, Community, Foundation and Voluntary Aided schools) in England to admit a child who is looked after by the LA, even when the school is full. The LA must not choose a school from which the child is permanently excluded but may choose a school whose infant classes are already at the maximum size. Before deciding to give a direction, the LA must consult the admission authority of the school it proposes to direct. In the case of an academy a LA can request that the Secretary of State consider directing the admission of a CLA.

# Supplementary Information Form for Voluntary Controlled Schools

**This form must be completed and submitted to Somerset Local Authority if you would like your application for a Voluntary Controlled school to be considered under criterion 8 of the over subscription criteria relating to regular church attendance which is:**

Children and/or parent(s) who are practising members of the founding religious body of the school (eg, Anglican or Methodist).

Children and/or parent(s) who are practising members of other churches or religious denominations.

“Practising” is defined as at least once a month for at least six months prior to the application closing date attendance at church by at least one parent and/or child.

Please ensure that the attached form is completed by you and signed by the relevant church representative (vicar, priest, minister, pastor, church warden) and submitted to Somerset Local Authority. It must be received by Somerset Local Authority by midnight on 8 February 2021 for primary admissions and 4 December 2020 for secondary admissions. For in year admissions it must be submitted directly to the school alongside an in year application form.

Failure to send the correctly completed supplementary information form to Somerset Local Authority by the closing date will mean that your application cannot be considered under the church attendance criterion.

**Please return form to:**

Admissions & Entitlements Team  
PPC402C  
Somerset County Council  
County Hall  
Taunton  
Somerset  
TA1 4DY

# Notes for Clergy

Notes for clergy or those responsible and authorised to sign supplementary information forms for those applying to church schools under a church attendance criterion.

In the case of CofE VC schools, the recommendation of the Bath & Wells DBE is that it is best practice to have a sub-committee of at least three members, including clergy, church wardens and those with responsibility for Sunday school to consider these requests and be authorised to sign the form if it is agreed appropriate.

Please also note that if this form is not received by Somerset Authority prior to the published deadline the child cannot be considered eligible under any church attendance criteria.

In order for the application to be considered under any church attendance criteria within the school's admissions arrangements, the following must be ensured:

1. The DBE does recommend that the child or a parent has attended actual worship and that attendance at toddler groups or other activities that are held at the church does NOT meet the requirements.
2. The completed form must be received by Somerset Local Authority by midnight on 8 February 2021 for primary admissions and 4 December 2020 for secondary admissions. For in year admissions the parent/carer must submit it directly to the school alongside an in year application form.
3. For applicants who have recently, or are about to move to a different area, the supplementary information form should be completed by the clergy at the church where they have been regularly worshipping. It is the responsibility of the applicant to organise this and ensure that the SIF is completed and sent in on time.

## **Please Note:**

The application process is a legal one and every effort **MUST** be made to ensure that applications and any supplementary forms are completed accurately and on time. If applicants are unsuccessful, they have the right to appeal. **Clergy should not be pressured into signing a form if they know that the applicant does not, or are in doubt as to whether the applicant does, meet the criteria laid down by the school. This is one reason why a committee should consider every application. It is also particularly helpful where there is an inter-regnum or where clergy have been in post less than 6 months.**



**Somerset County Council**

County Hall, Taunton  
Somerset, TA1 4DY



**SOMERSET**  
County Council

Please complete your child’s details then give this form to your clergy leader (priest/minister/pastor), who will complete the remaining part of the form.

**Details of Child/Children**

Applicants Name:.....

Childs Full Name:.....

Childs Date Of Birth:.....

**Details of Church and Church Representative**

Name and Address of Church:.....

.....

Name and Position of Church Representative.....

.....

Church Denomination (ie Anglican, Methodist etc).....

Tel:.....

**Declaration**

I, (insert name).....

confirm that the child and/or parent(s)/carer(s identified above has attended

(name of church).....

at least once a month for a minimum of 6 months prior to the date of application.

Signed:.....

Date:.....

**Please return form to:** Admissions Team, PPC402C, Somerset County Council,  
County Hall, Taunton, Somerset, TA1 4DY or email to  
schooladmissions@somerset.gov.uk

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## Somerset County Council

County Hall, Taunton  
Somerset, TA1 4DY



## SOMERSET LOCAL AUTHORITY

### CO-ORDINATED SECONDARY ADMISSION SCHEME

### STARTING AT A SECONDARY OR UPPER SCHOOL IN SEPTEMBER 2021

#### 1. This scheme applies to:

Applications for all Somerset secondary and upper schools including Voluntary Controlled (VC), Community (C), Voluntary Aided (VA), Foundation (F), Academy (A) and Free Schools (FS).

#### 2. This scheme explains:

Important information concerning the process for applying for a school place in year 7 of a secondary school or year 9 of an upper school in September 2021. This scheme should be read in conjunction with the admission arrangements published by admission authorities.

Please refer to the glossary for a description of all technical terms used throughout this document.

#### 3. Useful Contacts:

The 'Somerset Admissions and Entitlements Team'

[schooladmissions@somerset.gov.uk](mailto:schooladmissions@somerset.gov.uk)

[www.somerset.gov.uk/admissions](http://www.somerset.gov.uk/admissions)

Somerset Direct – 0300 123 2224

Somerset Direct Roads & Transport Team

[Roads&Transport@somerset.gov.uk](mailto:Roads&Transport@somerset.gov.uk)

0300 123 2224

#### 4. Useful links:

**Office of the Schools Adjudicator;**

<http://www.education.gov.uk/schoolsadjudicator/>

## Somerset County Council

County Hall, Taunton  
Somerset, TA1 4DY



**Department for Education;** [http://www.education.gov.uk/  
School Admissions Code;](http://www.education.gov.uk/School Admissions Code)

### **Education and Skills Funding Agency:**

Telephone: 0370 000 2288

Fax: 01928 794 248

Website: <https://www.gov.uk/government/organisations/education-and-skills-funding-agency>

## **5. Co-ordination Procedure**

The Local Authority (LA) is the admission authority for all voluntary controlled (VC) and community (C) Schools, The governing body is the admissions authority for foundation (F) or voluntary aided (VA) schools. The Trust is the admissions authority for free schools (FS) or academies (A).

All LAs are required to operate a scheme of co-ordination. This involves LAs exchanging applications with other admission authorities and with other LAs where the school applied for is not in the home authority area. It is the home LAs responsibility to notify the applicant of the outcome.

From September 2020, Somerset LA will make available a composite prospectus 'A guide for parents'. This sets out the secondary admission application process and information, including the admission arrangements for all schools and academies in Somerset.

The composite prospectus is available on the Somerset County Council website at [www.somerset.gov.uk/admissions](http://www.somerset.gov.uk/admissions). Parents are responsible for ensuring they access this information in appropriate time to make a school place application by the published deadline.

For children resident in Somerset applications must be made to Somerset Local Authority regardless of the location of the preferred school. All applications are co-ordinated by the Somerset Local Authority up to and including 31 August 2021. Details of how to apply with a Common Application Form are available on the Somerset school admissions website. Applications can be made on-line or using a paper application form. By applying on-line, the applicant will receive an email acknowledgment and outcome. Where an applicant chooses to apply using a paper application form, outcomes will be sent by second class post. It is advisable to confirm receipt as the Local Authority accepts no responsibility for application forms that are not delivered.

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Applications for secondary phase admission cannot be made directly to a school. Applications received by Somerset LA in error from parents living outside of Somerset will not be processed. If possible the parent will be informed so they can apply to their home authority.

Applicants can express up to three preferences for schools, regardless of location and may provide reasons for these preferences. Additional information may need to be provided if an application is to be considered under a certain criteria. This may be supporting evidence, such as a Baptism Certificate, and/or a supplementary information form (SIF). Applicants should check with the relevant school to see if the additional information should be submitted to the school or the Local Authority. The SIF for Somerset VC schools can be obtained from the SCC website.

Applications must be received by 31 October 2020 in order to be considered as 'on-time'. Applications received after this deadline will be treated as 'late applications' and cannot be administered until all 'on time' applications have been dealt with, by which time places at the preferred school(s) may no longer be available. It is not for the LA to prove that the form was received on-time, the burden of proof will fall to the parent.

There is an exemption period closing date of 4 December 2020 for proof of a change of address to be received by the Local Authority. SIFs for Somerset VC and C schools will also be accepted until this date.

Where applications are received between the published closing date and the published exemption period closing date, and there are exceptional reasons for the application being received late (providing there is clear evidence to support the reason) the application will be considered with 'on-time' applications. The circumstance must be proved 'exceptional' for example the case of a child in care who has moved foster placement. Supporting evidence may be requested by the LA. The decision whether to accept the application as 'on time' will be taken by the Admissions and Entitlements Manager.

Somerset LA must exchange application information with other admission authorities and LAs where the preferred school is not a Somerset school. This exchange of information will take place by the dates indicated in the 2021 secondary admissions timetable – see section 6.

Admission authorities are responsible for applying their published admission arrangements. If there are more applications received than places available at a

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particular school, the admission authority must apply their oversubscription criteria to decide which children can be allocated a place within the Published Admission Number. Where the admission authority is not the LA, admission authorities must provide the LA with a list of proposed allocations ranked according to oversubscription criteria.

Where applicants have expressed a preference for more than one school, the LA must offer a place on behalf of the admission authority at the highest preference school, at which a place is available. A national process known as 'Equal Preference with Ranking' must be used to determine this.

Decisions in connection with applications received by the deadline will be notified to applicants on the National Offer Day of 1 March 2021 (or next working day if this falls on a weekend or bank holiday).

Where it is not possible to offer a place at one or more of the applicant's preferred schools, the LA will provide refusal information with details of how to appeal against the admission authority decision. Appeals are heard by an independent appeal panel whose decision is binding.

Decisions for late application received by 22 March 2021 will be notified to applicants on 4 May 2021 by second class post. Applications received after 22 March 2021 will be processed in strict date order of receipt. If more applications are received on the same day than there are places available at a particular school, the oversubscription criteria will be applied to decide which children can be allocated a place.

Any change of preference submitted online or by paper application on or before the published deadline date will over-ride any previous applications.

After the outcome date, if a change of preference is received and can be met, the previously offered place will be automatically withdrawn.

If a secondary or upper school place for September 2021 is offered and an in year place at an alternative school from September 2021 is subsequently applied for and offered, the previously allocated secondary or upper school place will be automatically withdrawn.

**6. Coordination Timetable for secondary admission applications**

**Starting at a Secondary school or an upper school in September 2021**

<b>Date</b>	<b>Action</b>	<b>Action By</b>
September 2020	Composite prospectus and common application forms made available.	Local Authority (LA)
26 October – 30 October 2020	Half Term	
<b>31 October 2020</b>	<b>Closing date for secondary phase applications.</b>	<b>Parents/carers</b>
By 9 November 2020	Details of applications from residents in other LA areas and/or for schools in other LAs to be sent to those LAs for information.	Local Authority (LA)
By 23 November 2020	Details of applications to be sent to Schools/Academies that do not purchase the LA admissions service	
4 December 2020	Exemption Period Closing Date	
21 December 2020 – 04 January 2021	Christmas holiday	
15 January 2021	School/Academy that does not purchase the LA admissions service to provide LA with fully ranked list.	Voluntary Aided, Foundation, Free school, Academy Trust/Governing Bodies
18 January 2021	School/Academy purchasing the LA admissions service to have confirmed sign off of fully ranked list.	Voluntary Aided, Foundation, Free school, Academy Trust/Governing Bodies

By 8 February 2021	Initial exchange of information with other LAs and Admission Authorities, confirming offers and refusals to be made.	LAs/Voluntary Aided, Foundation Schools, Free schools, Academies
15 - 19 February 2021	Half Term	
By 15 February 2020	Somerset to send final outcomes for other Local Authority residents applying for Somerset schools.	Local Authority (LA)
by 26 February 2021	The LA will notify Somerset schools which children have been offered places at their schools	Local Authority (LA)
<b>1 March 2021</b>	<b>Outcome date – outcomes sent out by email and 2<sup>nd</sup> class post.</b>	Local Authority (LA)
22 March 2021	<b>Closing date for second round secondary phase applications (late applications and changes of preference).</b>	Parents/carers
29 March 2021	Closing date for receipt of appeal applications from on-time applications. We cannot guarantee that appeals received after this date will be heard in the first round of appeals.	Parents/carers
2-16 April 2021	Easter Holiday	
4 May 2021	<b>Second round outcome date – outcomes sent out by 2<sup>nd</sup> class post.</b>	Local Authority (LA)
Within 40 days of the first deadline for lodging appeals	Appeal hearings for ‘on time’ applications will be completed	LAs/Voluntary Aided, Foundation Schools, Free schools, Academies
1 September 2021	Date from which requests for school places will be considered under the In Year Admissions Policy	



## 7. Glossary of Terms

Academy	Independently managed, all ability schools. Set up by sponsors from business, faith or voluntary groups in partnership with the Department for Education (DfE) and the LA. Together they fund the land and buildings, with the government covering the running costs.
Admission Arrangements	The overall procedure, practices and oversubscription criteria used in deciding the allocation of school places including any device or means used to determine whether a school place is to be offered.
Admission Authority	The body responsible for setting and applying a school's admission arrangements. For community or voluntary controlled schools, the LA is the admission authority; for foundation and voluntary aided schools the governing body of the school is the admission authority. For free schools or Academies the Trust is the admissions authority
Catchment area	A geographical area, from which children may be afforded priority for admission to a particular school. A catchment area is part of a school's admission arrangements and must therefore be consulted upon, determined and published in the same way as other admission arrangements. Catchments can be viewed using this link <a href="http://www.somerset.gov.uk/education-learning-and-schools/choosing-a-school/check-catchment-school1/">http://www.somerset.gov.uk/education-learning-and-schools/choosing-a-school/check-catchment-school1/</a>
Choice Advice Service	Somerset Choice Advice Service is a free impartial service which supports families with advice and practical support through the school admissions and appeal processes.
Common Application Form (CAF)	The form parents complete and submit to local authorities listing their preferred choices of schools when applying for a school place for their child as part of the local co-ordination scheme during the normal admissions round. Parents must be allowed to express a preference for a minimum of three schools on the relevant common application form as determined by their local authority.
Composite Prospectus	The prospectus that a local authority is required to publish by 12 September in the offer year. This prospectus must include detailed admission arrangements of all maintained schools in the area (including admission numbers and catchment areas).
Co-ordination / Co-ordinated Scheme	All local authorities are required to coordinate primary and secondary admissions for all schools in their area. Outcomes are sent out by the local authority on 1 March (or next working day) for secondary pupils and 16 April (or next working day) for primary pupils.

DfE	Department for Education
Equal Preference with Ranking	The equal preference with ranking allocation system requires the admission authority to consider all preferences received for a particular school (first, second, third, fourth and fifth) equally and, where the school is oversubscribed, apply the oversubscription criteria. Where more than one preference can be met the local authority will offer the highest ranking preference.
Governing Bodies	School governing bodies are bodies corporate responsible for conducting schools with a view to promoting high standards of educational achievement. Governing bodies have three key roles: setting strategic direction, ensuring accountability, and monitoring and evaluation.
Home Local Authority	A child's home local authority is the local authority in whose area they live.
In Year Admissions	An application is an 'in-year' application if it is for the admission of a child to a relevant age group and it is submitted on or after the first day of the first school term of the admission year, or it is for the admission of a child to an age group other than a relevant age group.
LA	In this policy, this means Somerset County Council acting in their capacity as Local Authority
Late Application	Applications for the relevant age group received outside the normal round of admissions (e.g. received after the national closing date of 15 January for primary phase applications and 31 October for secondary phase applications) but before 1 September when they become in year admissions.
National Offer Day	The day each year on which local authorities are required to send the offer of a school place to all parents of secondary age pupils in their area. For secondary pupils, offers are sent out by the home local authority on 1 March. For primary pupils, this will be on 16 April.
Normal Admissions Round	The period during which parents are invited to express a minimum of three preferences for a place at any state-funded school, in rank order on the common application form provided by their home local authority. This period usually follows publication of the local authority composite prospectus on 12 September, with the deadlines for parental applications of 31 October (for secondary places) and 15 January (for primary places), and subsequent offers made to parents on National Offer Day as defined above.
Oversubscription Criteria	This refers to the published criteria that an admission authority applies when a school has more applications than

	places available in order to decide which children will be allocated a place.
Oversubscription	Where a school has a higher number of applicants than the school's Published Admission Number.
Published Admission Number (PAN)	The number of school places that the admission authority must offer in each relevant age group (see definition below) of a school for which it is admission authority. Published Admission Numbers are part of a school's admission arrangements.
Preferred school	In this policy, this means a school for which a parent has made an application, otherwise called expressing a preference for a school.
Relevant Age Group	The school entry point to which children are normally admitted e.g. reception in a primary school. Each relevant age group must have admission arrangements, including an admission number. Some schools (for example schools with sixth forms which admit children into the sixth form) have more than one relevant age group.
Schools Adjudicator	A statutory office-holder who is appointed by the Secretary of State for Education, but is independent. The Adjudicator decides on objections to published admission arrangements of all state-funded schools and variations of determined admission arrangements for maintained schools.
Transport Area	Children attending the designated transport area or nearest school to the home address and living over the statutory walking distance from this school will be entitled to transport assistance.

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## Draft Published Admission Numbers for Voluntary Controlled and Community Schools for 2021/22 Academic Year

School Number	School Name	2020 PAN	Draft PAN for 2021
011	Ash Primary	21	25
013	Ashcott Primary	17	17
016	Ashill Community Primary		
018	Axbridge First		
021	Baltonsborough Primary	12	12
023	St Mary and St Peter's Primary	8	8
024	Barwick and Stoford Community Primary	11	11
028	Beckington First	17	17
030	Berkley First		
031	Berrow Primary	30	30
034	Bishops Hull Primary	33	33
035	Bishops Lydeard Primary		
040	Bowlsh Infants	39	39
44	Brent Knoll Primary		
045	Willowdown Primary		
046	Northgate Primary		
048	Bridgwater College Academy (Primary)		
050	Eastover Community Primary	60	60
054	Westover Green Primary		
055	Hamp Nursery and Infants	90	90
056	Hamp Community Junior		
058	St John and St Francis Primary		
059	St Joseph's Primary		
062	St Mary's Primary	60	60
067	Neroche Primary		
070	Bruton Primary		

School Number	School Name	2020 PAN	Draft PAN for 2021
088	The Redstart Primary		
091	Manor Court Community Primary		
093	Charlton Horethorne Primary		
094	Charlton Mackrell Primary	12	12
096	Cheddar First	60	60
097	Cheddon Fitzpaine Primary		
099	Chewton Mendip Primary		
102	St Vigor and St John Primary		
103	Chilthorne Domer Primary	21	21
105	Churchstanton Primary	12	12
107	Coleford Bishop Henderson Primary	21	21
110	Combe St Nicholas Primary		
115	Cotford St Luke Primary	42	42
116	Coxley Primary	8	8
117	Creech St Michael Primary	38	38
120	St Bartholomew's First	36	36
122	Ashlands First	30	30
124	Croscombe Primary		
125	Crowcombe Primary		
127	Curry Mallet Primary	12	12
128	Curry Rivel Primary	21	25
130	Cutcombe First		
132	Ditcheat Primary	12	12
134	St Aldhelm's Primary		
137	Draycott and Rodney Stoke First		
139	All Saint's Infants, Dulverton	30	30

072	Buckland St Mary Primary		
074	Burnham-on-Sea Infants	<b>80</b>	<b>80</b>
075	St Andrew's Junior	<b>82</b>	<b>82</b>
076	St Joseph's Primary		
080	Butleigh Primary	<b>16</b>	<b>16</b>
081	Cannington Primary	<b>25</b>	<b>25</b>
084	Castle Cary Primary	<b>33</b>	<b>30</b>
086	Catcott Primary	<b>30</b>	<b>30</b>
087	Avishayes Primary School & Early Years Centre		
150	Exford First	<b>12</b>	<b>12</b>
151	Trinity First, Frome	<b>60</b>	<b>60</b>
152	Christchurch First	<b>48</b>	<b>48</b>
153	Hayesdown First		
157	St John's First, Frome		
158	St Louis Primary		
160	Vallis First	<b>56</b>	<b>56</b>
164	St Benedict's Junior		
166	St John's Infants, Glastonbury	<b>70</b>	<b>70</b>
171	Hambridge Community Primary		
173	Haselbury Plucknett First	<b>12</b>	<b>12</b>
175	Hatch Beauchamp Primary		
176	Hemington Primary		
178	Henstridge, St Nicholas Primary	<b>17</b>	<b>17</b>
180	Highbridge Churchfield Primary School		
183	High Ham Primary	<b>25</b>	<b>25</b>
184	Hinton St George First	<b>16</b>	<b>16</b>
186	Horrington Primary School		
188	Horsington Primary School		
190	Huish Episcopi Primary		
194	Ilchester Community	<b>47</b>	<b>47</b>
196	Greenfyld First	<b>76</b>	<b>76</b>
202	Keinton Mandeville Primary	<b>21</b>	<b>21</b>
204	Kilmersdon Primary		
207	Kingsbury Episcopi Primary	<b>21</b>	<b>21</b>
209	Kingston St Mary Primary	<b>17</b>	<b>17</b>

142	East Brent First		
140	Dunster First	<b>30</b>	<b>30</b>
143	East Coker Community Primary	<b>38</b>	<b>38</b>
144	East Huntspill Primary	<b>8</b>	<b>8</b>
146	Enmore Primary		
148	Evercreech Primary	<b>21</b>	<b>25</b>
229	Milborne Port Primary	<b>25</b>	<b>25</b>
233	Milverton Community Primary	<b>30</b>	<b>30</b>
235	St Michael's First		
236	Minehead First		
237	Misterton First	<b>12</b>	<b>12</b>
241	All Saints Primary, Montacute		
243	Nether Stowey Primary	<b>25</b>	<b>25</b>
244	North Cadbury Primary		
248	North Newton Community Primary	<b>12</b>	<b>12</b>
246	North Curry Primary		
251	North Petherton Community Primary	<b>60</b>	<b>60</b>
252	Norton Fitzwarren Primary		
255	Norton St Philip First		
256	Norton sub Hamdon Primary	<b>17</b>	<b>17</b>
258	Nunney First School		
264	Oake, Bradford & Nynehead Primary	<b>17</b>	<b>17</b>
263	Oakhill Primary		
265	Old Cleeve First		
267	Othery Village Primary		
268	Otterhampton Primary		
272	Pawlett Primary		
276	St Dubricius First		
278	Priddy Primary	<b>8</b>	<b>8</b>
280	Puriton Primary		
282	The Countess Gytha Primary		
284	Rockwell Green Primary	<b>30</b>	<b>30</b>
286	Rode Methodist First	<b>18</b>	<b>18</b>
289	Ruishton Primary		
291	Sampford Arundel Community Primary	<b>8</b>	<b>8</b>

210	Kingsmoor Primary School	<b>25</b>	<b>25</b>
211	Langford Budville Primary	<b>8</b>	<b>8</b>
213	Leigh On Mendip Primary		
215	Long Sutton Primary		
216	Lovington Primary	<b>8</b>	<b>8</b>
218	Lydeard St Lawrence Community Primary	<b>12</b>	<b>12</b>
220	Lympsham First		
221	Mark First		
224	Martock Primary		
226	Meare Village Primary	<b>17</b>	<b>17</b>
227	Mells First	<b>18</b>	<b>18</b>
228	Merriott First	<b>24</b>	<b>24</b>
230	Middlezoy Primary		
311	Staplegrove Primary		
313	Stawley Primary	<b>8</b>	<b>8</b>
315	Stogumber Primary	<b>7</b>	<b>7</b>
316	Stogursey Primary		
318	Stoke St Gregory Primary	<b>11</b>	<b>11</b>
319	Stoke St Michael Primary	<b>7</b>	<b>7</b>
320	Castle Primary		
325	St Benedict's Catholic Primary		
327	Brookside Community Primary		
328	Elmhurst Junior	<b>83</b>	<b>83</b>
329	Hindhayes Infants	<b>76</b>	<b>76</b>
331	Tatworth Primary		
332	Blackbrook Primary		
333	Bishop Henderson Primary		
337	Holway Park Community Primary	<b>60</b>	<b>60</b>
338	Minerva Primary		
339	Lyngford Park Primary	<b>39</b>	<b>39</b>
340	Nerrols Primary School		
343	North Town Primary		
346	Parkfield Primary	<b>60</b>	<b>60</b>
347	Priorswood Primary		
349	St James Primary		

296	Shepton Beauchamp Primary	<b>10</b>	<b>10</b>
298	Shepton Mallet Community Infants	<b>47</b>	<b>47</b>
299	St Paul's Junior	<b>74</b>	<b>74</b>
301	Shipham First	<b>16</b>	<b>16</b>
302	Somerset Bridge Primary	<b>60</b>	<b>60</b>
304	King Ina Infants		
305	King Ina Junior		
307	South Petherton Infants		
308	South Petherton Junior	<b>37</b>	<b>37</b>
309	Spaxton Primary		
395	St Cuthbert's Infants		
396	St Cuthberts Junior	<b>45</b>	<b>45</b>
397	St Joseph and St Teresa Primary		
400	Stoberry Park	<b>44</b>	<b>44</b>
403	Wembdon St George's Primary		
405	West Buckland Community Primary		
406	St Lawrence Primary	<b>12</b>	<b>12</b>
407	West Chinnock Primary	<b>8</b>	<b>8</b>
408	West Coker Primary	<b>12</b>	<b>12</b>
410	West Huntspill Community Primary	<b>12</b>	<b>12</b>
411	West Monkton Primary		
413	West Pennard Primary	<b>30</b>	<b>30</b>
414	Westonzoyland Primary	<b>25</b>	<b>25</b>
416	St Peter's First		
417	Our Lady of Mount Carmel Primary		
418	Wincanton Primary	<b>60</b>	<b>60</b>
420	Winsham Primary		
422	Wiveliscombe Primary	<b>34</b>	<b>30</b>
423	Wookey Primary	<b>12</b>	<b>12</b>
427	Woolavington Community Primary		
432	Birchfield Community Primary	<b>60</b>	<b>60</b>
434	St Michael's Academy		
435	Holy Trinity Primary, Yeovil		
436	Huish Primary		
437	Kingfisher Primary School		

350	St Andrew's Primary		
351	St George's Primary		
355	Holy Trinity Primary, Taunton		
357	Wellsprings Primary	<b>42</b>	<b>42</b>
359	Abbas & Templecombe Primary	<b>17</b>	<b>17</b>
361	Thurlbear Primary		
363	Timberscombe First		
364	St Margaret's, Tintinhull		
369	Trull Primary		
375	Upton Noble Primary	<b>25</b>	<b>25</b>
381	Walton Primary	<b>21</b>	<b>21</b>
382	Knight's Templar First		
386	Weare Academy First		
388	Wedmore First School Academy		
390	Beech Grove Primary	<b>42</b>	<b>42</b>
392	St John's Primary, Wellington		
393	Wellesley Park Primary		

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481	Hugh Sexey Middle		
482	Fairlands Middle	<b>127</b>	<b>127</b>
484	Maiden Beech Academy		
489	Oakfield		
491	Selwood Middle		
494	Swanmead Community Middle	<b>87</b>	<b>87</b>
496	Minehead Middle		
499	Danestfield Middle		

502	The Robert Blake		
504	Chilton Trinity		
506	Haygrove		
509	Bridgwater College Academy (Secondary)		
514	The King Alfred		
514	The King Alfred 6th form		

438	Milford Infants	<b>100</b>	<b>90</b>
439	Milford Junior		
440	Oaklands Community Primary	<b>60</b>	<b>60</b>
442	Pen Mill Infants		
443	Preston Primary		
444	Primrose Lane Primary School		
445	Reckleford Infants & Nursery Community	<b>28</b>	<b>28</b>
447	St Gildas Primary		
487	Dulverton Junior	<b>30</b>	<b>30</b>
FS01	Steiner Academy, Frome		

576	Ansford Academy		
579	The Castle School		
000	Taunton Academy		
590	Bishop Fox's		
585	Heathfield Community	<b>270</b>	<b>270</b>
585	Heathfield 6th Form	<b>15</b>	<b>15</b>
588	King Arthur's		
593	Bruton Sexey		
593	Bruton Sexey 6th form		
598	Brymore		
598	Brymore Sixth Form		



517	Holyrood Academy		
517	Holyrood Academy 6th form		
520	The Kings of Wessex Academy		
520	The Kings of Wessex Academy 6th form		
522	Wadham Community	<b>230</b>	<b>230</b>
522	Wadham Community 6th form	<b>15</b>	<b>15</b>
527	Frome Community College	<b>366</b>	<b>366</b>
527	Frome Community College 6th form	<b>25</b>	<b>25</b>
533	St Dunstan's School Academy Trust		
535	Huish Episcopi Academy		
535	Huish Episcopi Academy 6th form		
539	West Somerset College		
539	The West Somerset College 6th form		
544	Whitstone		
546	Stanchester Community School Academy		
548	Crispin		
552	Court Fields School		
556	The Blue		
556	The Blue 6th form		
562	Kingsmead School		
567	Bucklers Mead Academy		
570	Preston School		
573	Westfield Academy		

**KEY**

 VA, Foundation or Academy Schools

**For all schools and academies shaded in blue, the PAN is not available as the Local Authority is not the admissions authority. Please refer to the individual school or academy website where the 2021/22 admission arrangements should be published by 28 February 2020.**

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## **Admission to a Sixth Form at a Somerset VC or Community School for the 2021/22 Academic Year**

The administration of applications for sixth form places at a maintained school or Academy must be conducted in line with the requirements of the School Admissions Code.

The Local Authority (LA) is the Admission Authority for Community and Voluntary Controlled (VC) secondary and upper schools and is responsible for admissions to the sixth form at these schools. The Governing Body is the Admission Authority for a Voluntary Aided school or Foundation school and the Academy Trust is the Admission Authority for Academies and Free Schools and are directly responsible for admission to sixth forms at these establishments.

The Published Admission Number's (PAN's) for VC or Community schools in Somerset with a sixth form are as follows;

School Name	Year 12 Published Admission Number
Heathfield Community School	15
Frome Community College	25
Wadham School	15

The following policy statement applies to sixth form admissions to all Somerset secondary and upper schools for which the LA is the Admissions Authority.

Detailed sixth form admission arrangements and entrance requirements specific to individual schools are explained in the Prospectus available directly from these establishments. With the exception of Heathfield School the over-subscription criteria for Year 12 admission is the same as that for Year 7 which can be found in the 2020/21 LA secondary admission arrangements.

### **Applications to Sixth Form**

Parents and pupils may both apply for a sixth form place using the Common Application Form or an application form provided by the school.

If the child is already on roll at the school there is no requirement for an application form to be completed in order for the child to transfer to year 12. A child already on roll at the school will have an automatic place in year 12 assuming they meet the academic entry requirements.

The Prospectus produced by the school will specify the closing date by which application forms must be received. Applications received after the published closing date will be deemed late and only be considered after all on time applications have been processed.

### **Published Admission Number**

The PAN applies solely for new students joining the establishment for the first time. In the event of over-subscription, places will be allocated up to the Published Admission Number in ranked order and all other applications will be refused.

### **Entry Requirements**

All students must achieve the minimum academic entry requirements in order to be considered for a sixth form place. These must be the same for both internal and external places.

Specific academic entry requirements for an individual school's sixth form school can be found in the school prospectus.

A meeting may be held to discuss options and academic entry requirements for particular courses, but this meeting will not part of the decision making process on whether to offer a place.

Each educational establishment offering sixth form places produces a Prospectus which includes full details of the application procedure for admission to years 12 and 13. This includes clear over-subscription criteria against which preferences will be ranked when there are more applications received than places available. The highest priority in oversubscription criteria for sixth form places is looked after children and previously looked after children who meet the academic entry criteria.

## **Offers of a Place**

The outcome date for provisional offers and refusals can be found in the school prospectus and the Local Authority composite prospectus. Confirmation of provisional offers will be made when examination or other entrance requirements are met.

Where a sixth form is over-subscribed, the LA will rank the applications against the published over-subscription criteria, before offers/refusals are sent to applicants.

## **Appeals**

Where a child is refused admission to a sixth form, they and their parents have the same right of appeal and where they appeal separately admission authorities **must** arrange the appeals so that they are heard together.

The responsibility for complying with the Appeals Code and for arranging a suitable appeal hearing rests with the Admission Authority concerned.

Where the offer of a place would have been conditional upon exam results, appeals **must** be heard within 30 school days of confirmation of those results;

Where the offer of a place would not have been conditional upon exam results, appeals **must** be heard within 40 school days of the deadline for lodging appeals;

For applications for in-year admissions, appeals **must** be heard within 30 school days of the appeal being lodged.

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## **Annual Report of the Director of Public Health 2019 – Prevention: Getting on the Front Foot**

Cabinet Member(s): Cllr Christine Lawrence - Cabinet Member for Public Health

Local Member(s) and Division: All

Lead Officer: Trudi Grant – Director of Public Health

Author: Pip Tucker – Public Health Specialist

Contact Details: [pztucker@somerset.gov.uk](mailto:pztucker@somerset.gov.uk); 01823 359449

### **1. SUMMARY / BACKGROUND**

- 1.1.** The production of an annual report is a statutory obligation for Directors of Public Health (DsPH). It is an opportunity for the DPH to give an independent view of health and wellbeing priorities in the county.
- 1.2.** This report takes a broad overview of 'prevention'. It can come across a rather a negative term but this report argues that it's far from that. Prevention is about Improving Lives, it's about getting on the front foot and preventing or delaying negative circumstances from happening. The report argues that prevention at the 'high' (and expensive) end of need, is the most effective way to rapidly improve the lives of those that experience the worst outcomes and free up resources, enabling investment in prevention at lower levels of need. The report gives many case studies of good practice in the county. Above all, it shows that prevention is 'everybody's business'.

### **2. RECOMMENDATIONS**

#### **2.1. That the Cabinet:**

- 1. Consider the approaches to prevention discussed in the report**
- 2. Adopt a 'mixed approach' to prevention:**
  - a. Focusing on people 'on the edge' of the highest level of need, improving their lives and releasing resources**
  - b. Investing in prevention right across lower levels of need to have the widest and most long-term impact.**
- 3. Endorse this report, and the recommendations therein and support the development of a Somerset Prevention Strategy**

### **3. REASONS FOR RECOMMENDATIONS**

- 3.1.** Evidence presented in this report suggests that investment in prevention can promote greater wellbeing in the population and financial sustainability in public services.

**3.2.** A greater emphasis on prevention will need to be achieved in a managed way to meet the existing needs of the population, at the same time as refocusing resources in order to improve lives and prevent future demand on services.

**4. OTHER OPTIONS CONSIDERED**

**4.1.** Evidence presented in this report suggests that investment in prevention can promote greater wellbeing in the population and financial sustainability in health and care services.

**5. LINKS TO COUNTY VISION, BUSINESS PLAN AND MEDIUM-TERM FINANCIAL STRATEGY**

**5.1.** This report promotes 'improved lives' and 'reduced inequalities'. It also shows how prevention can support financial sustainability.

**6. CONSULTATIONS AND CO-PRODUCTION**

**6.1.** The report has been produced after discussions and contributions from a range of people across Somerset, including Zing (activities and sports), Spark (voluntary sector), Musgrove Park Hospital, Somerset Clinical Commissioning Group and others, who have provided case studies of prevention at all levels and types of need.

**7. FINANCIAL AND RISK IMPLICATIONS**

**7.1.** There are no direct financial implications. Indirectly, the report discusses how spending at the most acute levels of need can be reduced and redirected at lower levels and in earlier intervention.

**7.2.** Not applicable

Likelihood		Impact		Risk Score	
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**8. LEGAL AND HR IMPLICATIONS**

**8.1.** There are no direct legal or HR implications.

**9. OTHER IMPLICATIONS**

**9.1. Equalities Implications**

The report does not require an Equalities Impact Assessment.

The highest levels of need often concentrated in areas, families or individuals suffering multiple deprivation, as described in this report. Approaches and projects that seek to prevent people reaching this level of need should tend



to reduce health, and other equalities.

## **9.2. Community Safety Implications**

Community safety is not directly addressed in the report, but a preventative (sometimes referred to as a 'public health') approach to crime is part of the interventions described. Avon and Somerset Police estimate that 70% of their work is 'non-crime', often because they find themselves the agency of last resort in addressing need, especially in relation to mental ill-health.

## **9.3. Sustainability Implications**

Prevention, rather than cure, is inherently more sustainable. Many protective factors, such as active travel or improved housing, promote environmental sustainability.

## **9.4. Health and Safety Implications**

Whilst not focused on 'health and safety' as such, the promotion of resilience has a positive impact in this field.

## **9.5. Health and Wellbeing Implications**

The report explicitly advocates actions and approaches that have:

- significant positive impacts on health and wellbeing
- significant positive impacts on preventing ill-health (physical and mental health)
- significant positive impacts on reducing health and social inequalities.

## **9.6. Social Value**

Gains in prevention and community resilience, are strongly linked to social value which all our contracts will seek to realise.

## **10. SCRUTINY COMMENTS / RECOMMENDATIONS:**

**10.1.** The report and its approach were endorsed by the Scrutiny for Policy, Adults and Health Committee, on 4<sup>th</sup> December 2019.

## **11. BACKGROUND**

**11.1.** The production of an Annual Report is a statutory requirement for all Directors of Public Health (DPH). It is the personal responsibility of the DPH, and an opportunity to give an independent view of the range of factors affecting health and wellbeing in the county.

**11.2.** Emergency and unplanned care or treatment is overwhelmingly more expensive than planned care. Prevention focussed on supporting people with

the greatest need, such as those recently discharged from hospital, high intensity users ('frequent flyers') and families in crisis, can help the financial sustainability of health and care as well as improve lives.

**11.3.** Issues that drive the highest local spend in the NHS and Social Care are dementia, hypertension, obesity, diabetes, falls, mental ill-health, substance misuse and domestic abuse. Prevention in all of these issues should be considered as a priority. Many of these issues are influenced by the lifestyles we lead, improvements in smoking, diet, exercise, alcohol and social contact as a preventative measure can lead to significant, long-lasting benefits to health, and again, the sustainability of health and social care services.

**11.4.** This report includes numerous case studies. They are intended to inspire increased effort in prevention by Somerset organisations, businesses, communities and residents.

## **12. BACKGROUND PAPERS**

**12.1.** Previous reports, along with the statistical annexes, are published at <https://www.somerset.gov.uk/social-care-and-health/public-health/> and select "downloads" from the left-hand menu.

### **Report Sign-Off**

- Report authors responsible for ensuring they have email confirmation
- Incomplete reports will not be accepted

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# Prevention

## Getting onto the front foot

2019 Annual Report of the Director of Public Health for Somerset

Trudi Grant



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## Foreword

Anyone who has read my previous reports or heard me speak will know how enthusiastic I am about prevention. This year, I want to tackle it head on. Prevention – in all its forms – is essential if we are to build sustainable public services. I want to do three things:

- Describe **what prevention means**, and how many forms it takes, including fantastic examples already in Somerset.
- Show how prevention needs to run through **the whole health and care system, and beyond**.
- **Inspire – and challenge** – us all to do more prevention in our lives, both at home and at work.

We also know that austerity measures have led to increasingly pressured budgets. So how do we invest in preventative action at the same time as meeting increasing demand? This is a really critical question for us to answer if we are to succeed in flipping the Somerset system to focus more on prevention. 'Prevention' has a negative sound, but I will show how it is an essential part of 'Improving Lives' and is in fact, really positive.

## What is Prevention?

Prevention is relevant in all aspects of life, it means different things to different people.

It can be about:

- preventing harm,
- preventing the need for a service,
- preventing ill health and disease,
- preventing loss of independence,
- preventing unnecessary waste through recycling,
- preventing risky behaviour
- preventing an existing problem becoming worse,
- preventing the deterioration of local infrastructure

In essence it's all of these and more. We need to keep a broad view of prevention, it relates to both people and place focused services, so we do not miss opportunities to improve the lives of people in Somerset.



Prevention is often split into three parts. This is a useful way to start considering the range of activities.

### **Primary prevention – ‘An apple a day keeps the doctor away’**

Primary prevention refers to actions that reduce the likelihood of something undesirable happening in the first place. As such, it is for people, communities, infrastructure or habitats that are in good condition, and is intended to keep them that way for as long as possible. We can think of it as promoting protective factors and building resilience, such as ‘Five Ways to Wellbeing’<sup>i</sup>.

### **Secondary prevention – such as cervical screening**

Secondary prevention is particularly concerned with early identification of harm and acting to stop it worsening, or even reversing it. This may involve screening particular segments of the population to be able to start treatment early, to make lifestyle changes that may ward off the illness or to vaccinate against disease. Focusing social programmes on communities that have multiple forms of deprivation is similarly seeking to stop problems worsening once the signs have started to appear.

### **Tertiary prevention – such as adapting homes so people can enjoy independent living for longer**

‘Prevention’ can even be a good approach where problems have already developed. In health, that particularly involves ways of life that make managing the condition better and more manageable. This can include supporting a dignified death. Outside health, it may include factors such as reducing the recurrence of domestic violence, or recovery works after flooding.

## Policy Context

Prevention to improve the public’s health and reduce inequalities has been central to national policy for many years. Going back only to the Wanless Report; it is sometimes dispiriting to see how long it is taking to be taken seriously and become mainstreamed.

In 2002, Derek Wanless wrote the following speculative, but hopeful, description:

‘THE HEALTH SERVICE IN 2022

‘Patients are at the heart of the health service of the future. With access to better information, they are involved fully in decisions – not just about treatment, but also about the prevention and management of illness.’<sup>ii</sup>

It is sobering to think how much more work needs to be done in the next two years if that vision is to be realised. It is estimated that currently only 5% of the national NHS budget is spent on *preventing* ill health.

Prevention is however a 'live' issue in the national policy context. The NHS five year forward view called for a 'robust shift-change in prevention'<sup>iii</sup> and similarly, the recent long-term plan for the NHS published in January 2019, makes frequent reference to prevention as a necessary ingredient of sustainability.

This document also highlights the importance of prevention at all levels of need, an issue that I will come back to later in this report.

'...redesign healthcare so that people get the right care at the right time in the optimal care setting (for example, providing better support to people living in care homes to avoid emergency hospital admissions; providing better social care and community support to slow the development of older people's frailty; and fundamentally redesigning outpatient services so that both patients' time and specialists' expertise are used more appropriately)

'improving upstream prevention of avoidable illness and its exacerbations. So, for example, smoking cessation, diabetes prevention through obesity reduction, and reduced respiratory hospitalisations from lower air pollution. This can also be achieved through better support for patients, carers and volunteers to enhance 'supported self-management' particularly of long-term health conditions.'<sup>iv</sup>

Similarly, The Care Act published in 2014<sup>v</sup>, the Children and Families Act 2014<sup>vi</sup>, the Children and Social Work Act 2017<sup>vii</sup>, and indeed the Potholes Review of 2012<sup>xiii</sup> all place an emphasis on the need for prevention and early help. Needless to say, there is no lack of policy context supporting prevention. Importantly, we are awaiting the publication of yet another following the Green Paper on Prevention published in 2019.<sup>viii</sup>

The issue for us locally is not one of 'should we be doing this?'. The question is 'how should we be doing more prevention?'

To align the Somerset system around prevention, the Somerset Health and Wellbeing Board published the Somerset Prevention Framework in 2017<sup>ix</sup>.

Locally, this Framework has gained commitment to a prevention ethos across the health and care system, which collectively took a very broad view of what the term encompassed

In this charter, a wide range of public bodies in Somerset, under the auspices of the Health and Wellbeing Board and the Sustainability and Transformation Partnership (STP), committed to working individually and collectively to apply prevention principles across the range of their activities.

### 'Flipping' the Somerset System

This Annual Public Health Report showcases some examples of the excellent prevention work that has been taken forward across Somerset. We are not moving off from a standing start, but similarly we have not yet made significant advances to 'Flip the Somerset System'. These are just examples, there are many more.

As everywhere in the UK, public services are increasingly demand-driven; they are more responsive to increased need rather than reducing need in the first place. Demand, due to high levels of need in our population, currently drives the vast majority of resources and investment. To 'flip' the Somerset system means that we are working toward getting on the front foot: getting ahead of the demand and, where possible, preventing needs from developing or escalating in the first place. Only then can Somerset become a 'prevention-driven system' with more people living improved lives, more people being happy, healthy and independent for as long as possible.

Focusing specifically on the Health and Social Care part of the Somerset system demonstrates clearly the impact that prevention could have.

### Current Somerset Expenditure on Health and Care

To exemplify the need for a focus on prevention, we will look at the spending across our health and social care services specifically. Figure 1, (taken from Symphony, an integrated data set covering the health and care of everyone in Somerset), shows that only 4% of the population utilize 50% of the spend locally. Many of these people will have several long-term conditions such as diabetes or dementia, where the complex interactions of the different illnesses makes treatment difficult.

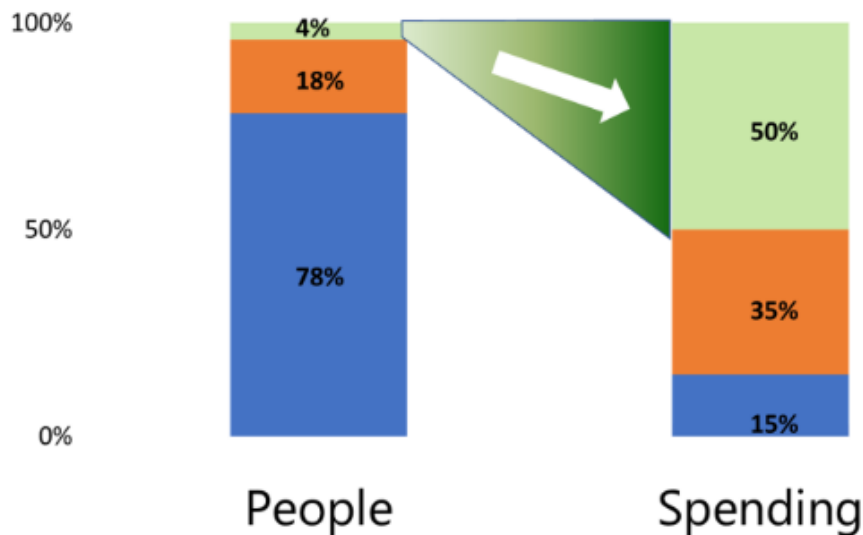


Figure 1: Costs and Numbers of Patients (Symphony data).

It is likely that there will always be a significant proportion of the spend allocated in this way. However, just because this is the current spend profile does not mean that, with greater preventative activity, we cannot redistribute this spend further down the level of need, thereby improving people's lives. Some excellent examples of this can be seen in the case studies within this report.

### Prevention and inequality

As Figure 1 shows, we know that the 4% of patients with four or more long term conditions contribute 50% of health and social care expenditure: these are also disproportionately in our deprived communities.

***It is no surprise that highest costs go with people who are most ill; long-term benefits, for the person and the system, lie in preventing people from becoming ill and dependent where we can.***

### Why don't we do more prevention?

So, given what we know about the needs of people in Somerset and the level of demand that is seen in local services, why are we not doing more to prevent need and improve lives in the first place? There are a number of parts to this answer.

## A focus on problems

Firstly, agencies are usually set up to deal with 'a problem'. Naturally, then, their aim and funding is to deal with it. For example, the National *Health Service* has a clear focus on *illness*. Treating illness is expensive but it's relatively easily measured, so we can judge the benefits against the cost. Preventing something from happening, such as an illness, is much harder to measure and difficult to judge the benefits against cost.

For example, replacing a broken hip for an 80-year-old person provides an immediate and clear improvement in quality of life and you can tangibly measure the benefit against cost. An 80-year-old person who avoids falling and breaking their hip because they have regularly participated in yoga classes since they were 50, is less measurable. It is difficult to say whether that specific person would have been the one who fell and broke their hip, or perhaps instead the one who does not have heart disease for example because they have exercised regularly. Taking a population health approach (and a preventative approach per se) is a numbers game; a whole population game. It's about encouraging preventative action with everyone, but we have to accept that sometimes we don't know what specific issue or condition we are preventing with specific people.

## Prevention at all levels of need

Secondly, as mentioned already, prevention is relevant at all levels of need. Preventing a child needing to go into care is just as much a preventative action as preventing use of single use plastics. Prevention comes in many forms; it can be really specific to an individual's need (this is the kind of prevention often needed when needs are very high and complex). Alternatively, it can be very general and not very person-specific at all (this is often prevention that is relevant to most people at the lower level of need). Despite all the ways in which we *could* apply prevention, we still often miss those opportunities.

## Short term versus longer term

Thirdly, it is important we recognise that prevention can have benefits very quickly, like the hip replacement mentioned earlier. This is tertiary prevention that will help return the individual to a level of normal functioning after a significant event. But the

benefits of some types of prevention may not be realised for some time, even over a generation.

## Protective factors

At this point I would like to introduce 'protective factors'. There are a number of factors that can help provide 'protection' for everyone. They help ensure we are as resilient as we can be so when life throws us a curveball we are better able to cope.

The best way to consider protective factors is through Maslow's Hierarchy of Need. Maslow put forward a psychological model of motivation based on the needs of the person. Figure 2 shows the familiar model put forward by Maslow.



Figure 2: Maslow's Hierarchy of Needs

He suggested that the top fifth tier is a growth need, required for an individual to really thrive in life. The first four levels of the hierarchy Maslow describes as deficiency needs. Whilst developed for motivational theory, these first four levels show nicely the 'protective factors' that help us to become and remain resilient. Where possible, we should strive to support everyone to have as much of these factors as possible. They are basic building blocks to improving lives and can significantly help to protect us when times get hard, like when illness occurs, for example.

These protective factors are invaluable; we should strive to develop and maintain them throughout our lives, in particular to protect our emotional health and wellbeing.

These protective factors can last a lifetime; the food we eat during childhood, the development of our brains, our educational attainment and our attachment to other humans, are all examples of protective factors that can last a lifetime. They would be extremely difficult to assess using simple cost-benefit analysis, but we all know they are necessary.

## The challenge of meeting demand now and investing for the future

A final point to make here is the resource challenge we have currently. How do we do all the things we want to, with the resources we have, all at once? We know people's needs are increasing and getting more complex, as a result we have increasing levels of demand in all services in Somerset.

## Making a plan for prevention

Let's take the example of health and social care services in Somerset to demonstrate the problem we are facing and consider how we might go about making a plan we could all work towards. I have already described how, in our health and care services, a very high proportion of cost is spent on a small proportion of our population. Given that there is little new money to invest in preventative activity, we must move money and resources around and change the way we currently spend.

If we are looking to move more of our spending to help people earlier, then we have to start with the small proportion of service users with the highest need, for the simple reason that they have the greatest potential to experience improved lives and that is where most of the money is spent.

There are three possible ways in which we could do this. A cascade approach, a squeeze or a combination of the two. Figure 3 presents the population and expenditure figures from Figure 1 in a different way and shows figuratively how money could flow to flip the system.

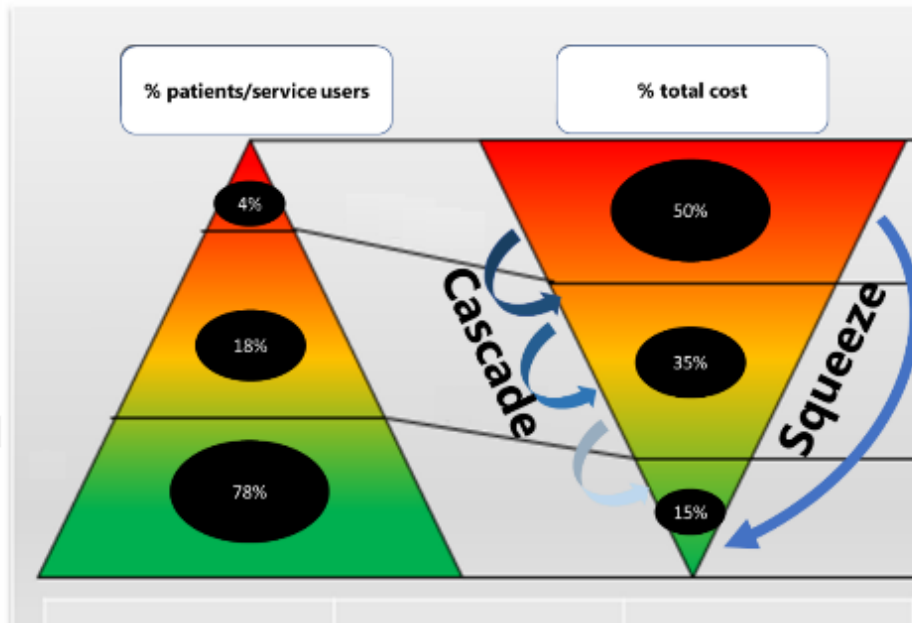


Figure 3: Modelling costs and expenditure on prevention

### *Cascade Approach*

This approach involves initial emphasis for prevention being focused at the highest level of need. People with high need have the poorest life outcomes and require the most expensive and services. Focusing our activity on preventing people's need from escalating to this level would improve lives of some of the worst off fastest. Achieving even relatively small savings here and investing them in the tier below and so on, causing a cascade, could be one approach to safely moving resources over time into more prevention activity. One advantage is that after the first savings are made in the areas of highest expenditure, then attention is given to the next most resource-intensive, and so on.

The downside to this approach is that initially it only benefits a small part of the population and could take a very long time to trickle down to the generally younger and healthier majority. Arguably, the most cost effective and longer-term preventative activity which develops the protective factors would not be focused on for quite some time.

### *Squeeze Approach*

In this approach, again there is an initial focus on prevention at the high level of need. However, in this approach, savings made at the highest level of need would enable investment in prevention across the whole population, particularly focusing on developing protective factors. This would enable prevention activity to be focused earlier in life, giving rise to decades of benefit. Action at this level has been shown to deliver excellent returns on their investment<sup>x</sup>. On the more negative side, this approach does not help with reducing the emerging demand in the system.



High need pressures could be alleviated initially, but it is likely that this will rise again without preventing new demand emerging.

### *The Mixed Approach*

In practice, of course, it is not essential to choose exclusively between the two above approaches. Resources freed up in the system by focusing on prevention at the high and expensive level of need, can be used to help improve lives across all levels of need. A mixed approach to prevention could thereby make efficient use of resources, whilst also ensuring current needs are met and we are improving lives and reducing demand for the short, medium and longer term.

If we could agree a common approach to investing in prevention at a local level, we could achieve far better outcomes for local residents as well as provide opportunities for joining up our prevention activities. A jointly-agreed approach could be formally agreed through a countywide prevention strategy.

### Local leadership on prevention

The leaders of health and care in Somerset are committed to an approach based on prevention. Pat Flaherty, Chief Executive of Somerset County Council (Figure 4), has fully endorsed the importance of prevention and the organisation has committed to an improving lives transformation programme which focuses on putting prevention at the heart of the organisation. He is also the Senior Responsible Officer for the Somerset Sustainability and Transformation Partnership, building new models of health and care in the county, again aiming to flip the Somerset system towards more of a prevention-driven focus.



*Figure 4: Pat Flaherty, Somerset County Council*

This view is echoed by James Rimmer, the Chief Executive of Somerset Clinical Commissioning Group (CCG), Figure 5, and other senior leaders of the NHS in Somerset. The CCG commissions all the NHS services in the county and has a key role in rethinking the system.



Figure 5: James Rimmer, Somerset Clinical Commissioning Group

## Case Studies

I do want to stress that prevention is something to be done at all levels of need and is everybody's business. This section of the report provides a series of prevention case studies showcasing work at all levels. They are all inspirational and demonstrate how, by acting earlier and having a preventative approach, we can improve lives.

### Man v. Fat

MAN v FAT is a country-wide football league for men who want to lose weight, supported locally by Somerset Public Health. Jon was especially motivated to change his lifestyle and lose weight for his wife and family. He told us about his experience on the programme:

*'It's a change of lifestyle rather than a diet and you just have to keep going.'*

To be honest, I didn't realise how big I'd got. I have always been overweight but over the past couple of years I just kept on piling on the pounds. I overindulged in takeaways and alcohol. Alcohol was probably the biggest contributor to becoming morbidly obese. I just loved to drink and eat rubbish on the weekends, I saw it as a treat after a long week at work but eventually the weekend treats crept into weekday treats.

I saw an advert for MAN v FAT Football on Facebook and after a lot of deliberation, trepidation and fear of the unknown, I decided to just go for it. After my first game I knew straight away that this was for me. To help me between games, I followed the HIIT (high-intensity interval training) session six days a week and curbed my diet.

I restricted myself to two low carb meals and a healthy carb meal to refuel after a HIIT session. The main difference in my diet is that I have cut out all processed food and I now cook everything from scratch.



Figure 6: 'I just feel like a new man. I am a new man'

I also took up long walks with my dog. I walked 10km to 15km every day with a weighted rucksack. In short, I worked bloody hard! I have completely changed my lifestyle and I now live by the rule of walking at least 10k steps a day<sup>xi</sup>.

#### Parish support: [Grace, Martock](#)

Grace is 80, and after a fall had to spend some time in hospital. Before, she was highly independent, but afterwards, she became fearful of going out and isolated and lonely. Her GP asked the parish Seniors' Support Coordinator to arrange a volunteer befriender, for visits once or twice a week.

They started with a walk in the garden, slowly progressing to the local shops. She is now confidently back walking to the shops and has resumed her social life.

#### Safe Families

Safe Families for Children is a charity that supports families going through difficult times and helps to reduce the flow of children into foster care. It has operated in Somerset since 2018 and helps about 120 children each year<sup>xii</sup>.

Safe Families worked with a mum with two young children aged three and two following their move to Yeovil from a refuge, having been in an abusive relationship. The mother had received counselling and became pregnant with a new partner but lacked confidence and felt isolated. She wanted friendship and help with the expected baby because of previous problems and risk of premature birth.

Safe Families found a friend and practical help: putting up curtains, removing clutter and a £100 voucher for baby and home, and registering with the doctor, dentist,

schools and a parent/toddler group, extending her social network. The children went to a host family for six nights while mum had her baby, enabling dad to spend time with her and baby, improving bonding, and with the other children visiting daily.

The family no longer need support from other agencies. The eldest child started school in September; the younger attends nursery and mum is planning to join a parent/baby group. Mum has made a friend at the school gates and her confidence is growing, as is the children's, she even enjoyed an evening out on her birthday; the first time they had been out without the children!

### High Intensity Users – Musgrove Park

It is well known that a very small number of people make up a disproportionate number of attendances at Accident and Emergency departments; others act in ways that put huge pressure on other public services. In the South West, we have had some people who visit A&E over 50 times each year, and one person's activity, particularly on the motorway, cost public agencies – in this case mainly the police - £1½m in a single year. In such cases, neither A&E nor the police are best placed to address their needs, which overwhelmingly tend to involve mental ill-health and social isolation. Rather than addressing these emergencies as they arise – which can indeed often just encourage them to do the same again – we need to think about the root causes and manage their needs very differently. This case study from Musgrove Park, shown in **Error! Reference source not found.**, illustrates the approach.

A frequent patient's son, who typically accompanied him, became so used to the procedures – and so willing to challenge – that he too became a 'high intensity user'. A multi-disciplinary team for the family was set up, including PALS (Patient Advice and Liaison Service), clinicians and paramedics. Clinical-led 'straight talking', including the risks associated with attendance and repeated diagnostic tests, led them to re-assess their behaviour. It also became apparent that the patient's wife was involved, as it was only in the others' hospital visits that she had time to herself; she is now working on her own needs with support from her village agent. Improved management of the patient's health has meant that he has, so far, gone four months without presenting at A&E. Reducing attendance at A&E required understanding the whole family's needs.



Figure 7: Entrance to Musgrove Park A&E

### Zing: Food, Fun and Families

We began working with Somerset Bridge Primary School in January 2019 to pilot 'Food, Fun and Families'. It is a cooking and nutrition programme. Two trial courses were run in spring 2019, with eight families. Parents reported an increase in enjoyment of cooking, cooking meals as a family, understanding a balanced diet and a decrease in perceived difficulty and course to another group of families.



Figure 8: Food, fun and families in Highbridge

During the holidays, they organised a summer club for children in years 2-4, from particularly disadvantaged families. The Community Lifestyle Officer supported this with cookery sessions for about 20 children, collecting feedback such as:

- We have enjoyed having fun cooking
- We have learnt how to chop vegetables
- We have enjoyed eating healthy food
- Thank you for helping us cook for each other

Somerset Bridge Primary is now planning an after-school cookery club, and the programme has been extended to other schools in Sedgemoor and Taunton.

### My Diabetes My Way

Diabetes takes up about 10% of the NHS budget, as well as having impacts on other aspects of public finance, such as reducing workers' productivity. Whilst the projects described here that promote healthy eating and exercise can reduce the risk of Type 2 Diabetes – the pathway of diabetes often starts long before diagnosis - a preventative, self-management approach can reduce the impact of the condition on those who have already developed it.

My Diabetes My Way was launched in 2019 and has over 3,100 patients registered. The app provides people with access to test results, clinic letters and treatment plans, as well as information about diabetes, monitoring glucose levels and complications from diabetes and lifestyle advice. This gives patients control of their health, managing their condition and preventing escalation.



Figure 9: My Diabetes My Way

**Health Coaches: Queen Camel Medical Centre**  
Doris is 80 years old. She lives alone in sheltered housing and has complex health issues.

When she first met a Health Coach from Queen Camel Medical Centre she was isolated and didn't want to go out. Doris is very spirited and funny and bonded well with the Coach when she visited. This simple emotional support built up her confidence, and she began to attend the weekly village tea parties. The Health Coach also checked Doris' medication, and signposted her to financial advice from Citizens Advice South Somerset.



Figure 10: One of the Queen Camel tea parties

A volunteer visits her once a week, which she loves. The Befriending Scheme was set up with help from Spark Somerset, the voluntary sector support charity, which advised on policies, insurance and DBS (Disclosure & Barring Service) checks. The scheme has seven volunteers making home visits. Doris has now made friends with a neighbor and they help each other with shopping.

## Managing our Infrastructure

The publicly maintainable highway network in Somerset is the County Council's most valuable asset; valued in excess of £6 billion replacement cost. The 6,600 kilometres of highway network in Somerset require a robust method of management and maintenance to ensure the highway asset remain safe and serviceable.

Highway asset management as an approach has been promoted by the Department for Transport (DfT) for use by local highway authorities since the middle of the last decade. Somerset County Council has complied with this advice and applied these principles to the management of its highway assets for the past ten years. Road surfaces deteriorate because of two main factors – traffic and weather. The greater number and weight of vehicles using a road, the faster the road surface wears out. Over time, flexibility – derived from bitumen - diminishes and the surface essentially 'snaps'.

The Highway Maintenance Efficiency Programme (HMEP)<sup>xiii</sup> stated that local authorities should adopt the principle that prevention is better than cure. This is best achieved through asset life-cycle planning, investment strategies and preventative maintenance treatments. Rather than waiting for assets to get to a state of disrepair, our preventative maintenance approach seeks to intervene at the most cost-favourable point, which may be resurfacing, replacing a light column, traffic sign or white line. Each asset requires a different intervention and response depending on the relative risk.



Figure 11: Highway Maintenance<sup>xiv</sup>

## Exercise: Zing<sup>xv</sup> and the Priorswood Lap Challenge

Physical exercise has been described as a 'miracle cure'<sup>xvi</sup>. It also has a powerful role in building up resilience.

*Priorswood Community Centre (PCC) in Taunton runs the 'Priorswood Lap Challenge' and uses sponsorship to make the activity days sustainable. The community was challenged to run, walk, dance or skip their way around a pre-measured route in Lyngford Park, shown in*

Figure 12. After each lap they receive a stamp on a card, contributing to a calculated distance over the summer and evidence for the sponsors.



Lesley – the PCC manager – leads the way. She first asked a volunteer from the centre to join her for a walk, suggesting a half lap. The volunteer has health issues and needed to increase her activity. She agreed and managed the half lap, then took on her own stamp card and planned more half laps across the summer.

Figure 12: Lyngford Park

The final figures for the challenge were 161 laps, or 54 miles, despite being hampered by persistent rain in the first two weeks. Participants raised £455 in sponsorship and the personal achievement stories indicate that this project could carry on. The health benefits, wellbeing and sense of achievement are being widely talked about around the community.

### Parent Family Support Advisors

Parent Family Support Advisors help young people and parents understand their needs and gives individual support.

In the case shown in the video, the school identified a young person's needs, a 'Team around the Child' – including education and social care – was brought together, improving her confidence and learning, and working with her family. Rather than falling into greater need, it has meant that she can go on to college and continue her education instead.



Figure 13: Parent Family Support Advisors

<https://www.youtube.com/watch?v=QIGTpQcE7XQ&feature=youtu.be>



## Talking Cafés

Public Health increasingly recognises social isolation as a factor contributing hugely to poor levels of wellbeing. It has been suggested that being lonely is as bad for health as smoking 15 cigarettes a day. One way in which isolation is being tackled in Somerset is through 'talking cafés', which offer social contact as well as practical advice. Figure 144 shows one such café being held by a Village Agent in Williton.



Figure 14: Talking Cafe in Williton

## Avoiding hospital admissions: Ruby Care

Hospital treatment can be necessary, but it is not a place many people would choose to spend time. Helping patients get into another setting – which for many at the least well may be a care home – is good for everyone, as it also saves NHS costs. Ruby Care, one of our care providers, is helping minimise the time that residents, many of whom have dementia, in its care homes spend in hospital.



Figure 15: Ruby Care<sup>xvii</sup>

As one service user's (Figure 15) daughter described:

'I have been very impressed with Ruby Care, they looked after my Mum exceptionally well after she left hospital. My Mum was quite ill in hospital for many weeks and I didn't think she was going to be able to come home again as she was so confused and poorly. However due to the care provided by Ruby Care we managed to get her settled back in at home and her memory has improved massively.'

'The hospital dropped my Mum home and a member of the Ruby Care staff was waiting to help the minute Mum arrived. They offered 24-hour care for a couple of days to make sure she was settled in and happy. They bent over backwards to help out at a very difficult time. Further to that they came up with some very helpful recommendations to make Mum's life at home easier.'

### Smokefree Mums2Be: Sarah



'Hanging out with friends led me to my first cigarette. I was just 14. Somehow, I managed to hide it from my parents for about 2 years, I have no idea how!

'In 2015 I gave up, after discovering I had cervical cancer. I managed a year before I started again. I soon regretted it but the addiction was too much. I met the Mums2be Smokefree team after being referred by my midwife. I was trying to quit by myself, but I was finding it hard. I tried to vape but it didn't work for me.

Figure 16: Smokefree Sarah and her baby

'I really did not want to use nicotine replacement products. I was sure I could do it with support alone. I did find mixing with smokers difficult, but when I got that craving, I would take myself out of the situation for a while. It was far from easy, the habits of rolling and going outside were hard to break, but my non-smoking partner really supported me. I suffer with a personality disorder, depression and anxiety and during my pregnancy this had increased in severity, making me worry about what would happen once my son was born. I knew it was best for my children and me to stay smokefree.

'Forward 10 months, I still have my moments of wanting a cigarette, my life has many stressful situations and I know that my nicotine monster is waiting to grab me at any opportunity, but I have stayed smokefree. I feel so much happier and healthier, I will never go back to feeling dirty or smelling of smoke. I have done it for my children, they deserve to have a mum who is there for them.'

### Zing day, Play days: Yeovil

'Zing has been busy at Birchfield Community Centre. We have been lucky enough to have a pop-up sport kit kindly lent to us by Somerset Activity and Sports Partnership (SASP), and we added some of our own.



'In the first week we set up a net and started to teach them badminton. They learnt about the racket and shuttlecock, how to serve and how to keep a game going. We started with the net low but by the end of the summer we put it up to full size. The Zing team showed over 30 children how to play badminton, tennis and lots of traditional games that children seem to have forgotten. One girl wanted to hula hoop: by the end of the summer she could do it, and she was only three years old.

Figure 17: Zing Day, Play Day

'All the families were keen to learn new games and how to be active. We had chats about snack swaps and how to introduce healthy food to lunch boxes. As the summer went on, we found that they seemed more interested in traditional games and we were happy to show them. By the end of the summer the children started to use their imagination and make up games, and in the autumn we noticed that the green areas in the community were still used by families who attended the Zing day, Play Days.'

### Breastfeeding: 'Carry me Kate'<sup>xviii</sup>

The use of slings contributes to close and loving relationships, bonds and attachment parenting. Skin to skin contact and closeness creates oxytocin in both mother and baby, supporting a positive milk supply. This all helps mothers to start, and continue, to breastfeed. Kate Mahoney offers a universal sling library service across Somerset, and their use is supported by Somerset County Council Health Visitors. Here is the story of one client:



Figure 18: Mother and baby using a sling

My client (a new mother of 18) was isolated, suffering with anxiety and worried about attachment with her baby; she has no family support. She has said she can go for a meal with her partner with baby in the sling, improving her mood and lack of isolation. She is breastfeeding while using the sling and may have given up without it. She finds going for a walk with baby in sling reassuring, having a positive impact

on her mood and reducing the risk of postnatal depression. She also does the housework with baby in the sling, which lessens her anxiety and provides baby with a warm, safe and clean environment to grow up in.

### Naturally Healthy Somerset: Areas of Outstanding Natural Beauty

Being outside and enjoying nature is both enjoyable and good for your health. This project targets people for whom access to the countryside may be of great benefit but who are currently not making use of the hills. Their engagement may be affected by social-economic status, ethnicity, age, disability or mental health. For the Quantocks, the target areas are Bridgwater, Taunton and Williton.



Figure 19: Naturally Healthy Somerset in the Quantock Hills

The project provides supported visits, volunteering opportunities, monitoring and evaluation. As well as the Quantocks there are projects in the Blackdowns (focused on Taunton, Chard and Wellington) and Mendips (Wells, Burnham-on-Sea and Cheddar).

<https://www.youtube.com/watch?v=KptxjHQ9wY8>

### Sense-ational Christmas Pop Up Shops

Finding proper work experience when you're close to leaving education is vital for any student. If you're a young person with Special Educational Needs and/or Disabilities it can be very difficult to access this kind of opportunity. A project involving pupils from special schools across the county is aiming to fill that gap.



Transformation Through Collaboration

A unique business venture in Somerset, led by Special Educational Needs. Somerset Expertise (sen.se), with the support of charity Young Somerset and Somerset County Council, is a partnership between special schools and specialist provision within Somerset.

Sense-ational appeared in Taunton's High Street last year, and this year also opened in Yeovil's Quedam Centre, Frome and Bridgwater. The shops are being run by young people and the stock is created by pupils from special schools across the county. Products ranged from gifts, ornaments, jams and upcycled furniture, to beautiful limited-edition paintings, cards, sweets and plants, silk scarves, lavender products, candles, bird feeders printed aprons, bags and mugs.



Figure 20: Sense-ational Pop Up Shop

The pop-up shop has demonstrated the power of collaboration, enabling partners to provide more opportunities for young people to gain valuable work experience and skills for life.

CRESCO GLOBE LTD helped the team find the premises in Bridgwater have provided the space for the shop. The project so far has been a major success and was chosen as a finalist in the Somerset Education Business Partnership Awards 2019. It was also nominated for the Careers Inspiration in Education Award. Please see links below for footage:

<https://www.facebook.com/bbcsomerset/videos/909797292701529/>  
<https://twitter.com/bbcsomerset/status/1147163520607412229>

## Summary and recommendations

Prevention means many things to many people but essentially is about:

- preventing
- delaying
- de-escalating

At the high end of need, prevention is about understanding the very specific needs of individuals and families and can often mean doing things specific to their needs. At the lower end of need, prevention is cheaper, less bespoke and more about what we can do ourselves by changing our behaviors and helping each other more.

Finally, those all-important protective factors; these are the basics. The more we have of these, the more able we are to cope with the stresses and strains and trials of everyday life.

## Recommendations

At the end of each Annual Public Health Report I make a series of recommendations which help to focus the conversations. This year is no different. I would like to make the following recommendations to improve the lives of Somerset residents:

### *Recommendation 1*

That through the Health and Wellbeing Board there is consideration given to a joined-up approach to prevention across Somerset. It is recommended that the mixed approach to the rebalance of investment is agreed.

### *Recommendation 2*

That there continues to be development of a compendium of prevention case studies to inspire and draw on examples of good practice as the system moves towards becoming prevent-driven.

### *Recommendation 3*

That the Health and Wellbeing Board develop a Somerset Prevention Strategy and the characteristics of a prevention-driven system and the constituent organisations drive to 'flip the system' to become prevention-driven by 2030.

### *Recommendation 4*

That all organisations across the system give greater consideration to how an increased focus on prevention can be built into the commissioning, provision and scrutiny of all services. Prevention is everybody's business.

### *Recommendation 5*

That for health and social care services, a policy of 'no care pathway starts with diagnosis' is adopted and driven through the senior leadership of the system.

## Afterword

This has been a different type of Annual Public Health Report. It has aimed to open a debate about how we go about 'flipping' to a more prevention-driven system. It has also hopefully inspired you with some real examples of how we are building more prevention into what we do. But most importantly I hope it's made you think. I hope it has made you think about what public and voluntary organisations are here for. Yes, we are here to provide services but, overall, we are here to **improve lives**.

It has hopefully inspired you, hearing about the prevention activities going on here in Somerset. If you think that any could work for you, then feel free to adopt them. Everyone who has helped me write this report is happy to see their ideas taken up more widely. Even better, if you have ideas of your own, I hope you will try them out.

What these examples show, though, is *thinking* differently and innovatively about the services we provide. Not, 'how can I help and treat more people?' but, 'how can I help improve the lives of the people I encounter?' We often hear about improving the quality of our services but actually we need to be considering how we improve the quality (and quantity) of our prevention activity so the need for services is reduced in the first place.

We have made a good start in Somerset. We have some good examples of preventative activity going on. Now we need more, much, much more.

## References and sources

- 
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- xvii Link to final version
- xviii <https://www.facebook.com/carrymekate>



Decision Report – Cabinet  
 Decision Date – 22 January 2020

**2019/20 Revenue Budget Monitoring – Month 8 Report**

Cabinet Member(s): Cllr Mandy Chilcott – Cabinet Member for Resources  
 Division and Local Member(s): All  
 Lead Officer: Sheila Collins, Interim Director of Finance  
 Author: Leah Green, Finance Manager MTFP – Corporate  
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	<b>Seen by:</b>	<b>Name</b>	<b>Date</b>
	County Solicitor	Honor Clarke	13/01/2020
	Monitoring Officer	Scott Wooldridge	13/01/2020
	Corporate Finance	Sheila Collins	13/01/2020
	Human Resources	Chris Squire	13/01/2020
	Property	Paula Hewitt / John Cooper	13/01/2020
	Procurement / ICT	Simon Clifford	13/01/2020
	Senior Manager	Sheila Collins	13/01/2020
	Commissioning Development Team	<a href="mailto:commissioningdevelopment@somerset.gov.uk">commissioningdevelopment@somerset.gov.uk</a>	13/01/2020
	Local Member(s)	All	
	Cabinet Member	Mandy Chilcott	13/01/2020
	Opposition Spokesperson	Liz Leyshon	13/01/2020
	Relevant Scrutiny Chairman	Cllr Anna Groskop for Scrutiny Place	13/01/2020
<b>Forward Plan Reference:</b>	FP/19/10/20		
<b>Summary:</b>	This report sets out the month 8 forecast outturn position for 2019/20 for the net Revenue Budget of £327.967m. It highlights variances to service budgets, as well as emerging issues, risks, areas of concern and proposed actions to resolve them. The Council’s Medium-Term Financial Plan (2019-22)		

	<p>sets out proposals to further develop its financial resilience over the long-term whilst also supporting the delivery of the Council's key priorities.</p> <p>The report shows an overall projected <b>balanced position</b> for the Council, with an adverse movement from month 7 being within Adults Services partly offset by favourable movements within all other services. There are also favourable variances reported within Accounting Bodies (Somerset Rivers Authority [SRA] and Local Enterprise Partnership [LEP]). <b>Section 4</b> details these variances. This leaves £6.231m of the Corporate Contingency budget currently unallocated and therefore potentially available to further improve the Council's financial resilience in the medium term. A decision regarding use of the contingency will be considered later in the year once the end of year position is firmer and any impact of winter pressures is clearer</p> <p>The budget for 2019/20 includes a savings target of £21.547m and this report confirms forecast delivery of £21.324m.</p>
<p><b>Recommendations:</b></p>	<p><b>It is RECOMMENDED that the Cabinet:</b></p> <ol style="list-style-type: none"> <li>1. Note the forecast balanced position for the Council for the end of 2019/20.</li> <li>2. Note that £6.231m of the corporate contingency remains unallocated.</li> <li>3. Note the forecast favourable position of £0.858m for Accountable Bodies (LEP/SRA) for the end of 2019/20.</li> <li>4. Note the delivery of £18.440m savings by Month 8 and the forecast delivery of £21.324m by the year end of the total target of £21.547m.</li> </ol>
<p><b>Reasons for Recommendations:</b></p>	<p>Closely monitoring spend against the agreed budget is necessary to ensure that the Council delivers its priorities within its means. This report requires action to be taken so that this objective can be met.</p>
<p><b>Links to County Vision, Business Plan and Medium-Term Financial Strategy:</b></p>	<p>The Medium-Term Financial Plan (MTFP 2019-22) sets the funding for the County Vision and the use of those funds is then monitored, via this report and others throughout the year to ensure delivery of Council objectives and actions within the resources available.</p>

<b>Consultations and co-production undertaken:</b>	Information and explanations have been sought from directors on individual aspects of this report and their comments are contained in the report. Due process and consultations will be carried out where required for any further specific proposals for change.
<b>Financial Implications:</b>	The financial implications are identified throughout the report.
<b>Legal Implications:</b>	There are no specific legal implications arising from this report.
<b>HR Implications:</b>	There are no HR implications arising directly from this report, but remedial actions may have such implications. These will be dealt with in any subsequent reports.
<b>Risk Implications:</b>	<p>The Council's corporate risk register recognises the difficulties to containing spend within budget in the face of service pressures, reducing funding and the challenges of delivering ever more savings and efficiencies.</p> <p>The Council will remain alert to potential implications of Brexit and respond accordingly at the time.</p> <p>The Children's Services budget, while rebased, remains under pressure as the Service continues to improve alongside the sensitivity of some aspects of the services to volume changes, especially placements.</p> <p>The Organisational Risk (00043) has a broad perspective, encompassing both current year spending and future years' budgets. At the beginning of each year this corporate risk is reviewed.</p> <p>The up-dated risk for 2019/20 acknowledges the improvement that has been made and describes the risk to be: "Maintaining a balanced budget for 2019/20 and ensuring a sustainable MTFP. There is a risk to the council's long-term sustainability if there are significant in-year service adverse variances, and or if the council suffers significant loss of funding in future years its ability to prepare a robust and sustainable MTFP for 2020/21 onwards may be impacted."</p> <p>Following the Provisional Local Government Financial</p>

	<p>Settlement announced on 20 December 2019, the Council is now able to confirm the core grant funding assumptions for 2020/21 although assumptions for later years in the MTFP (2020-23) remain estimates. The uncertainty continues pending Government delivering the promised Comprehensive Spending Review (CSR) covering multiple years as well as other reforms to Local Government Funding (in the form of Fair Funding Review and Business Rate Retention) during 2020 ahead of the Financial Settlement for 2021/22 onwards. Although there are no implications for funding levels in the current financial year, this significant level of uncertain funding and on-going increasing demand pressures and costs, means that despite growing confidence with internal control mechanisms, the risk score remains at the current level of "very high" (4x4(16)).</p> <p>Robust control must be maintained.</p>				
	<b>Likelihood</b>	<b>4</b>	<b>Impact</b>	<b>4</b>	<b>Risk Score</b>

<p><b>Other Implications (including due regard implications):</b></p>	<p><b><u>Equalities Implications</u></b></p> <p>There are no specific equalities implications arising from the contents of this report.</p>				
	<p><b><u>Community Safety Implications</u></b></p> <p>There are no community safety implications arising from the contents of this report.</p>				
	<p><b><u>Sustainability Implications</u></b></p> <p>There are no sustainability implications arising from this report.</p>				
	<p><b><u>Health and Safety Implications</u></b></p> <p>There are no health and safety implications arising from this report.</p>				
	<p><b><u>Privacy Implications</u></b></p> <p>There are no privacy implications arising from this report.</p>				

	<p><b><u>Health and Wellbeing Implications</u></b></p> <p>There are no health and wellbeing implications arising from this report.</p>
<p><b>Scrutiny comments / recommendation (if any):</b></p>	<p>This report will be presented to Scrutiny for Policies and Place Committee, on 5 February 2020; comments arising will be made available to the Cabinet at a subsequent meeting.</p>

## 1. Background

- 1.1. This report is the seventh revenue budget monitoring for 2019/20. There continues to remain some risk within these forecasts especially within service areas that are affected by seasonal changes during the winter period such as Highways, Waste and Adults Services.
- 1.2. It is encouraging that the forecast continues to show confidence that the more robust approach to budget planning for 2019/20 onwards has ensured that the budget assumptions are realistic, and deliverable with a relatively small adverse variance seen in the Council's service forecasts of £0.319m. This is being off-set by a 'notional' allocation from Corporate Contingency while firm management actions to correct variances are being implemented. In addition to this forecast, there are also favourable variances reported for Accountable Bodies (SRA and LEP) of £0.858m.
- 1.3. The Council is evidencing a sustained tighter financial grip going forwards through the budget monitoring forecast and through its approach to MTFP for 2020-2023. To further support this there will be a continuation of formal monthly monitoring report to Cabinet and to Scrutiny for Policies and Place Committee and iterative improvements to the format, content and layout of the reports to aid effective review and scrutiny. Alongside this internal tracking and budget monitoring processes continue to be given close attention by the Senior Leadership Team.

## 2. Reserves

- 2.1. Forecasts for the year-end balance of earmarked reserves are currently estimated at £38.165m. As part of the fuller quarterly budget monitoring reports, reserves are reported in more detail including explanations and a forecast of the value of reserves that will be held at the end of the year.

## 3. Capital Receipts Flexibilities (CRF)

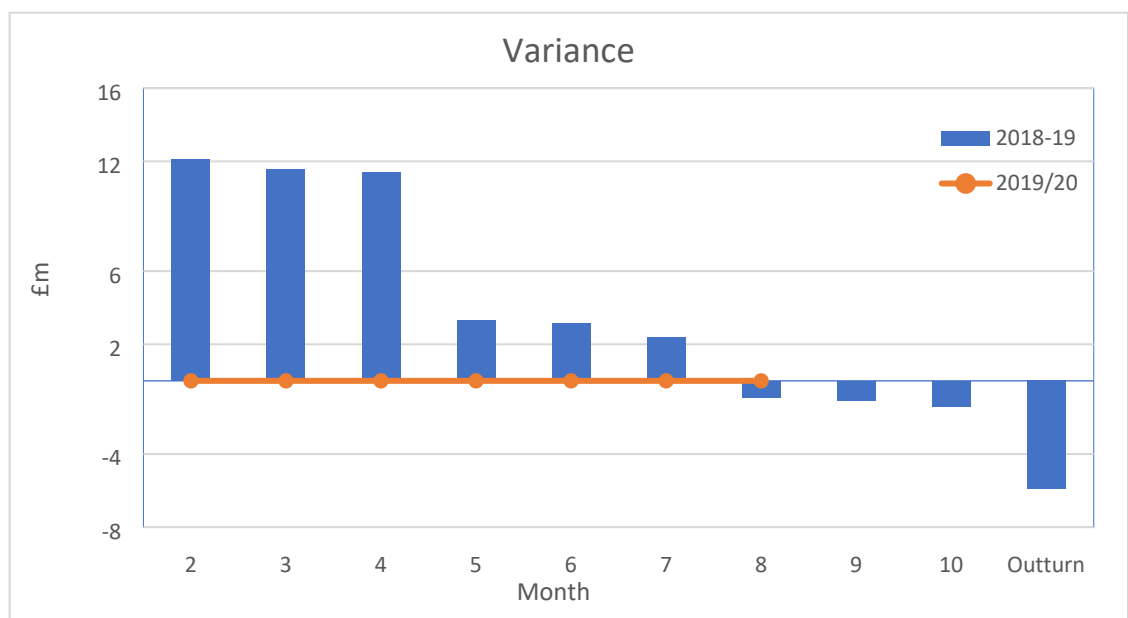
The MTFP (2019-22) process included a review of business cases supporting the transformation activity that planned to utilise capital receipts flexibilities during 2019/20 in compliance with Government Guidelines. This was originally planned at £2.795m in the MTFP. The Month 8 forecast position indicates a small reduction of £0.517m to £2.278m against the original planned amount and a small reduction of £0.019m from the month 7 report. A full summary of the forecasts will be included in the quarterly budget monitoring reports.

#### 4. Summary Forecast 2019/20 – Revenue Budget

The Councils forecast shows a projected **balanced position** when compared to the net revenue budget of £327.967m. There remains a forecast adverse variance within Children’s Services, Adults Services and Trading Units (Dillington House) which are offset by favourable variances within Economic and Community Infrastructure Services, Corporate & Support Services and Non-service. Most other areas of the Council are within a reasonable tolerance. Favourable variances are also reported for Accountable Bodies (SRA and LEP).

4.1. The following graph (**Graph 1**) compares the reported monthly budget variances in 2018/19 for the Council and the current financial year (excluding the favourable variances reported within Accountable Bodies [SRA and LEP]).

#### 4.2. Graph 1 – Revenue Budget Variances 2018/19 and 2019/20



4.3. A table showing the projected end of year position, and variances from agreed budgets, is set out in **Appendix A**. The paragraphs below offer short explanations of the major parts of those variances. As part of continuing improvements to financial management the Council will continue to review the format and content

of this report to ensure that it meets current best practice and aids transparency.

#### 4.4. Key Variances

As part of the continual improvements to financial reporting, summary tables have been added to each service area narratives below to enable easy focus on variations. Any positive value is an adverse variation (either between month 7 and 8 or overall) that means the financial position has worsened and any bracketed value is a favourable variation (either between month 7 and 8 or overall), meaning the financial position has improved.

#### 4.5. Adults Services: Net budget £126.173m, £0.738m projected adverse variance, adverse movement of £0.378m

**Table 1 – Adults Services Main Variances**

	<b>Budget £m</b>	<b>Projection £m</b>	<b>Month 8 Variance £m</b>	<b>Month 7 Variance £m</b>	<b>Movement from month 7 £m</b>
ASC Operations	76.096	75.985	(0.111)	(0.160)	0.049
Mental Health	15.027	16.063	1.036	0.991	0.044
LD Pooled Budget	81.268	81.556	0.288	(0.111)	0.398
Commissioning	(46.219)	(46.693)	(0.474)	(0.361)	(0.113)
<b>Adults Services</b>	<b>126.173</b>	<b>126.911</b>	<b>0.738</b>	<b>0.360</b>	<b>0.378</b>

The Adults budget is projected to be overspent by £0.738m against the net budget of £126.173m. This is an increase of £0.360m from the position reported at Month 7. Although it is likely that a portion of the estimated reserve transfer will be used to offset this overspend in year, it does need to be noted that this pressure is ongoing.

#### 4.6. Table 2 below shows the main variations and changes which contribute towards the (£0.111m) variation shown in Table 1

**Table 2 – Adult Social Care Operations main variations and changes**

	<b>Month 8 Variance £m</b>	<b>Movement from month 7 £m</b>
Residential & Nursing	(0.525)	0.147
Home Care	1.264	(0.147)
Direct Payments	(0.141)	0.021
Staffing Costs	(0.633)	(0.021)

Other minor variances	(0.076)	0.049
<b>Total</b>	<b>(0.111)</b>	<b>0.049</b>

Although the service continues to make less placements in Residential homes, which is in line with both commissioning intentions and the MTFP, the demographics of people living longer means that there is an increasing pressure against this part of the service. This has been flagged as a financial risk going forward and will need considering once final details of additional Social Care funding are confirmed.

Use of short-term placements are still being used to speed up discharge from hospital which although a benefit to the whole system is starting to be a pressure on the Councils budget. These had previously been funded from the Winter Pressures Grant however this funding is now fully committed so the increase this month is an additional pressure of £0.115m.

A reduction in the amount of Care at Home being delivered in Sedgemoor and South Somerset has led to a reduction in pressure of £0.147m. Capacity issues in the market continue and this has contributed to this reduction and the increased use of Residential.

The other main variations remain largely as reported in Month 7.

- 4.7. Table 3 below shows the main variations and changes which contribute towards the £1.036m variation shown in Table 1

**Table 3 – Mental Health main variations and changes**

	<b>Month 8 Variance £m</b>	<b>Movement from month 7 £m</b>
Residential & Nursing	0.590	(0.005)
Home Care	0.269	0.026
Supported Living	0.675	0.028
Staffing Costs	(0.503)	0.014
Other minor variances	0.005	(0.019)
<b>Total</b>	<b>1.036</b>	<b>0.044</b>

The variations reported previously for Mental Health Nursing, Home Care, Supported Living and Staffing remain with very little change from the Month 7 position.



- 4.8. Table 4 below shows the main variations and changes which contribute towards the £0.288m variation shown in Table 1

**Table 4 – Learning Disabilities pooled budget main variations and changes**

	<b>Month 8 Variance £m</b>	<b>Movement from month 7 £m</b>
Residential	(0.646)	0.035
Supported Living	1.036	0.405
Home Care	0.425	(0.041)
Day Care	0.153	(0.097)
Discovery	(0.973)	0.041
Other minor variances	0.293	0.055
<b>Total</b>	<b>0.288</b>	<b>0.398</b>

There is now a £1.036m overspend against Supported Living. This area of spend has seen a large increase this month due to a crisis placement that has been made at £4,500 per week and a number of people moving to Supported Living from Residential. This is in line with the services commissioning intentions to move people into their own homes where appropriate.

Despite the above moves from Residential placements there is still an increase in projection reported. This is due to the delay in the expected de-registration of beds in one registered care home.

The Day Services pressure has reduced by £0.097m this month to a projected overspend of £0.153m. This decrease is due to the removal of some contingency that was being held for costs as a result of the closure of Fiveways. All costs relating to this are now picked up within the Discovery contract.

- 4.9. Table 5 below shows the main variations and changes which contribute towards the (£0.474m) variation shown in Table 1.

**Table 5 – Commissioning main variations and changes**

	<b>Month 8 Variance £m</b>	<b>Movement from month 7 £m</b>
Commissioning Team	(0.165)	(0.014)
Central	(0.236)	(0.099)
Other minor variances	(0.073)	0.000
<b>Total</b>	<b>(0.474)</b>	<b>(0.113)</b>

The £0.236m underspend against the Central budget is made up of the Winter Pressures funding that is being used to offset the Interim placements pressure, and £0.099m additional income from the Clinical Commissioning Group for their 25% contribution to the increased Learning Disabilities Pooled budget pressure.

The Commissioning Team underspend remains as reported previously and is as a result of vacancies and delays in appointing new posts.

The overall Adults variance is net of an estimated £2.573m that will be requested at year end to be transferred to the Adult Social Care Resilience earmarked reserve. This is one off funding that has been accounted for in the 2020/21 MTFP, therefore it not able to be committed ongoing to the estimated overspend. However as noted at the start of this report it is likely that some will be needed to offset the projected overspend.

There are MTFP savings of £5.157m to be achieved during 2019/20. Of these £3.897m have already been fully achieved with the remaining £1.260m on track to be delivered throughout the year.

**4.10. Children’s Services: Net budget £83.357m, £1.934m projected adverse variance, favourable movement £0.072m**

**Table 6 – Children’s Services Main Variances**

	Budget £m	Projection £m	Month 8 Variance £m	Month 7 Variance £m	Movement from month 7 £m
Early Help	4.640	4.478	(0.162)	(0.012)	(0.150)
Fostering & Permanence	11.007	10.505	(0.502)	(0.462)	(0.040)
External Placements	18.775	20.796	2.021	1.789	0.232
Fieldwork	8.667	8.124	(0.543)	(0.345)	(0.198)
Disabilities	3.028	2.772	(0.256)	(0.115)	(0.141)
Safeguarding	1.704	1.706	0.002	0.002	0.000
Business Support	3.489	3.374	(0.115)	(0.098)	(0.017)
CLA	4.383	4.119	(0.264)	(0.241)	(0.023)
Leaving Care	2.587	3.064	0.477	0.423	0.054
Central	0.629	0.798	0.169	0.189	(0.020)
Commissioning	7.703	7.781	0.078	0.008	0.070
Improving Outcomes &	0.592	1.042	0.450	0.450	0.000

Sufficiency					
Inclusion	2.344	2.395	0.051	0.014	0.037
Home to School Transport	9.425	9.153	(0.272)	(0.277)	0.005
SEND Transport	4.384	5.184	0.800	0.681	0.119
<b>Children's Services</b>	<b>83.357</b>	<b>85.361</b>	<b>1.934</b>	<b>2.006</b>	<b>(0.072)</b>

**4.11. Early Help: favourable £0.162m; movement: favourable £0.150m**

The anticipated implementation of the Early Help Portal has been delayed and is not expected to develop until next financial year therefore the service will be requesting a carry forward to earmark this budget in 2020/21.

**4.12. External Placements: adverse £2.021m; movement: adverse £0.232m**

The projected cost of external placements has increased by £0.232m, with a total forecast overspend of £2.021m. This increase is attributed to 7 new placements this month; 1 residential, 3 family assessments and 4 fostering.

**4.13. Disabilities: favourable £0.256m; movement: favourable £0.141m**

A review of income for Direct Payments has been undertaken resulting in additional income of £0.050m. Anticipated spend on Homecare and other disabilities support budgets has reduced the forecast by a further £0.080m.

**4.14. Children's Commissioning: adverse £0.078m; movement: adverse £0.070m**

Somerset's contribution to the Adopt Southwest contract has increased by £0.050m. This is due to the Interagency savings target, set by the board, being unachievable in 19/20 plus anticipated placements for the year being more than budgeted.

Interagency fees are a nationally agreed mechanism for covering costs incurred in the preparation, approval and matching of prospective adopters and the support provided in the first 12 months. There are on-going discussions between all partners following Devon County Councils proposal to remove the savings target in 2020/21 therefore increasing Somerset's annual contribution.

In addition, Pathway to Independence's projected spend has increased by £0.016m due to an additional night worker at Hillside House.

**4.15. Home to School and SEND: adverse £0.528m; movement: adverse £0.124m**

The school transport budget is projecting an increase spend of £0.124m. The increase is within SEND transport where requests for transport continue to

increase in line with the number of children who have Education Health and Care Plans.

Progress against the SEND transport action plan continues to be monitored.

**4.16. Cross cutting theme affecting various services -Staffing: favourable £0.833m; movement: favourable £0.105m**

Staffing projections across Children’s Social Care have decreased by £0.105m. Recently we have seen a number of locums leave earlier than planned due to the successful recruitment of permanent staff within the service.

**4.17. Public Health: Net budget £0.586m, projected on budget movement; £nil**

Public Health is projected to be on budget. This variance is net of an estimated £0.567m to be transferred to the Public Health Earmarked Reserve. This money will be used to fund Neighbourhoods Transformation in the following years and to provide a degree of future resilience given the uncertainty over long term funding for Public Health.

All savings have been fully achieved for 2019/20.

**4.18. Economy Community and Infrastructure: Net budget £64.937m, £1.044m projected favourable variance, favourable movement of £0.028m**

**4.19. Table 7 – Economic and Community Infrastructure Main Variances**

Service	Budget £m	Projection £m	Planned Use of CRF £m	Month 8 Variance £m	Month 7 Variance £m	Movement from month 7 £m
Economic Development	2.444	2.988	(0.381)	0.163	0.136	0.027
Highways and Transport Commissioning	1.364	1.714	0.000	0.350	0.443	(0.092)
Major Programmes	0.000	0.000	0.000	0.000	0.000	0.000
Commissioning (inc SRA)	0.995	1.109	(0.045)	0.069	0.024	0.045
Civil Contingencies	0.450	0.450	0.000	0.000	0.000	0.000
Leisure Management	0.100	0.100	0.000	0.000	0.000	0.000
Traded Services	3.629	3.785	(0.066)	0.090	0.025	0.065
Transporting Somerset	8.101	7.920	0.000	(0.180)	(0.208)	0.027
Infrastructure	0.409	0.411	0.000	0.001	0.001	0.000

Programme Group						
Highways	10.148	10.320	0.000	0.172	0.177	(0.004)
Business Support	0.720	0.702	0.000	(0.018)	(0.001)	(0.017)
Heritage	1.638	1.631	0.000	(0.007)	(0.007)	0.000
Traffic Management	1.136	0.964	0.000	(0.172)	(0.093)	(0.079)
Somerset Waste Partnership	28.302	27.058	0.000	(1.244)	(1.244)	0.000
SCC Waste	0.193	0.181	0.000	(0.012)	(0.012)	0.000
Strategic Property	5.309	5.214	(0.163)	(0.258)	(0.258)	0.000
<b>ECI Services Total</b>	<b>64.937</b>	<b>64.547</b>	<b>(0.655)</b>	<b>(1.044)</b>	<b>(1.016)</b>	<b>(0.028)</b>
Somerset Rivers Authority	2.909	2.443	0.000	(0.466)	(0.466)	0.000
LEP	0.973	0.581	0.000	(0.392)	(0.326)	(0.066)
Accountable Bodies Total	3.882	3.024	0.000	(0.858)	(0.792)	(0.066)
<b>ECI TOTAL incl. Accountable Bodies</b>	<b>68.818</b>	<b>67.571</b>	<b>(0.655)</b>	<b>(1.902)</b>	<b>(1.809)</b>	<b>(0.093)</b>

**4.20.** Economic and Community Infrastructure (ECI) are forecasting a favourable variance of £1.044m for 2019/20. The major variations are explained below in order of size:

**4.21.** Economic Development is projecting an adverse variance of £0.163m. This is due to the anticipated costs within Planning Control associated with enforcement appeals and reduced income because of continued staff vacancies in the service. The adverse movement of £0.027m since month 7 is due to the additional costs SCC are incurring due to the delayed procurement for building SEIC2

**4.22.** Highways and Transport Commissioning is projecting a £0.350m adverse variance. This is as a result of new urgent technical studies and additional staff to improve service levels in highways development management. The favourable movement of £0.092m from month 7 is due to more accurate forecast costs for the Edithmead junction scheme and staff vacancies.

**4.23.** The Commissioning budget is projecting an overspend of £0.069m, the movement of £0.045m is in the main due to the need for us to fulfil our statutory duty to respond to the traffic and works act order application in relation to the Bridgwater barrier and this will incur some additional costs.

**4.24.** Traded Services is projecting an overspend of £0.090m, an adverse movement of £0.065m from month 7. This is due to a reduction of certificate income within the Registration Service, further loss of income within the asbestos service and a pressure within the libraries service this financial year for a rental payment.

**4.25.** Transporting Somerset is £0.180m underspent. The adverse movement of £0.027m

from month 7 is as a result of updated projections for Concessionary Fares.

- 4.26. Highways is forecasting a £0.172m adverse variance. This is due to the Term Maintenance Contract rebate being lower than initially anticipated, a shortfall in Highway licence income and increase winter costs due to the early onset of adverse weather. There has been a £0.004m favourable variance from month 7 due to a number of minor changes. The highways adverse variance is being closely monitored and a plan is in place to track and reduce this further. The variance has reduced by £0.287m since its highest point in month 4.
- 4.27. Business Support are projecting an underspend of £0.018m, the favourable movement of £0.017m from month 7 is due to staffing vacancies as a result of delayed recruitment.
- 4.28. Traffic Management is forecasting a £0.172m favourable variance. The favourable movement of £0.079m from month 7 is due to an increase in projections for parking and Temporary Traffic Regulation Order (TTRO) income. It will be requested at outturn that the parking income is put to the Parking Services earmarked reserve.
- 4.29. Somerset Waste Partnership is forecasting an £1.244m underspend. This underspend is because tonnages to date are 3.5% less than budgeted. There has been a significant reduction in residual waste both at the kerbside and at recycling sites. There has been no movement from month 7 as up to date data was not available, however intelligence indicates no significant overall movement. Volumes continue to be volatile and dependent on outside factors such as the weather.
- 4.30. Strategic Property Services is projecting a £0.258m favourable variance. This is due to a delay in the sale of properties resulting in rental income for the year being higher than anticipated. There is also an underspend in Facilities management as a result of staff vacancies and lower than budgeted office costs. There has been no overall net movement since month 7 as any minor favourable variances have been offset by small adverse variances.
- 4.31. There are still a number of factors that could change forecasts including adverse weather and emergency costs and any upturn in waste volumes and transport costs (Concessionary Fares as a result of operator's data).
- 4.32. Economic and Community Infrastructure have £3.165m of savings for 2019/20. Of this £2.561m has been achieved, £0.590m is on track to be achieved by the end of the financial year and £0.014m is unachievable. This unachievable saving for Highways winter and emergency service is currently being considered as part of the change control process.
- 4.33. **Accountable Bodies (LEP and SRA): Net budget £3.882m, £0.858m projected favourable variance, favourable movement of £0.066m**

**4.34.** The Local Enterprise Partnership (LEP) is projecting a favourable movement of - £0.066m from month 7. This is due to a further update in forecasts. It was budgeted that £0.647m of the LEP earmarked reserve would be used, however it is now anticipated that £0.581m will be required.

**4.35.** Somerset Rivers Authority (SRA) is forecasting the same outturn position as at month 7. It was budgeted that £0.361m of the SRA earmarked reserve would be used, however it now anticipated that this not needed and will be returned to the reserve alongside an additional £0.105m.

**4.36. Corporate and Support Services: Net Budget £21.143m, £0.284m projected favourable variance, favourable movement of £0.067m**

**4.37. Table 8 – Corporate and Support Services Main Variances**

Service	Budget £m	Projection £m	Planned Use of CRF £m	Month 8 Variance £m	Month 7 Variance £m	Movement from month 7 £m
Chief Executive	0.238	0.237	0.000	0.000	(0.002)	0.001
Communications	0.282	0.300	0.000	0.018	0.022	(0.004)
Customers and Communities	3.070	3.127	(0.154)	(0.097)	(0.080)	(0.017)
Democratic Services	1.419	1.493	(0.010)	0.064	0.050	0.014
Legal Services	3.261	3.223	0.000	(0.038)	(0.006)	(0.033)
Finance	3.042	2.967	0.000	(0.075)	(0.075)	(0.000)
Commercial Advisory & Procurement	0.220	0.205	0.000	(0.015)	(0.010)	(0.005)
Business Support	0.000	0.000	0.000	0.000	0.000	0.000
Change	0.738	1.353	(0.615)	0.000	0.000	0.000
HR and OD	2.672	2.611	0.000	(0.061)	0.000	(0.061)
ICT	6.201	6.341	(0.220)	(0.080)	(0.116)	0.036
<b>Total C&amp;SS</b>	<b>21.143</b>	<b>21.858</b>	<b>(0.999)</b>	<b>(0.284)</b>	<b>(0.217)</b>	<b>(0.067)</b>

**4.38.** Corporate and Support Services are forecasting a favourable variance of £0.284m for 2019/20. This is due to the following;

**4.39.** The Communications budget is projecting an adverse variance of £0.018m which is a favourable movement of £0.004m from month 7. This favourable movement is due to staff vacancy savings.

- 4.40.** Customers and Communities teams are forecasting favourable variance of £0.097m. This is due to staff vacancy savings £0.112m offset in part by a shortfall in income and increased training costs. The favourable movement of £0.017m from month 7 is due to further staff vacancies and less of a shortfall in income.
- 4.41.** Democratic Services are projecting an adverse variance of £0.064m, this is as a result of a shortfall of Partnership Governance funding and £0.035m of MTFP savings (Member allowances voluntary deduction, Partnership Governance income generation and Democratic Services demand management) that are unachievable. These savings are unachievable due to our continuation as the host authority. The adverse movement of £0.014m from month 7 is due to the increased projected spend for Heart of the South West following their report to the joint committee which agreed the spend for this year.
- 4.42.** Legal Services are forecasting a favourable variance of £0.038m which is a favourable movement of £0.033m from month 7. The movement is due to a reduction in external costs due to a significant reduction in hearing costs.
- 4.43.** The Finance service is projecting a favourable variance of £0.075m. This is due to several staff vacancies within the service which are yet to be filled. The service may seek to either spend in the current year or carry forward a further anticipated underspend of £0.075m to invest in team development.
- 4.44.** Commercial and Procurement is projecting a favourable variance of £0.015m. This variance is as a result of staff vacancy savings off set by the £0.120m unachievable saving for the review of fees and charges. The favourable movement from month 7 of £0.005m is due to reduced contractual costs. Also included in the month 7 position is the favourable variance of £0.015m on the Building Schools for the Future reserve.
- 4.45.** HR&OD are projecting a favourable variance of £0.061m. This favourable variance is in the main due to a forecast underspend within the Pathway to Employment budget. The budget was set up to support young people from disadvantaged backgrounds into employment opportunities and HR will be seeking approval to carry forward £0.058m of this underspend to continue to support this scheme in 2020/21.
- 4.46.** The ICT favourable variance now stands at a favourable variance of £0.080m. This is as a result of underspends in transformation projects and increased income received by the service. The adverse movement of £0.036m from month 7 is due to the anticipated reduction in contract costs not materialising as soon as hoped.
- 4.47.** Corporate & Support Services have £3.574m of savings for 2019/20. Of this £3.218m has been achieved, £0.146m is on track to be achieved and £0.210m is currently unachievable. This is made up of £0.035m of unachievable savings within



Democratic Services for income recovery and generation, £0.055m of unachievable savings in IT Services which are subject to change control and £0.120m unachievable savings in Commercial and Procurement for the review of fees and charges which is currently being considered as part of the change control process. A saving of £0.060m has already been identified to replace the fees and charges saving and is awaiting formal change control sign-off.

**4.48. Non-Service: Net budget £21.340m, £1.443m projected favourable variance favourable movement of £0.044m**

**4.49. Special Grants: Favourable £0.279m, movement; favourable £0.035m**

The Council received a non-ring-fenced grant which was of £0.035m higher than originally anticipated during the budget setting process.

**4.50. Audit Fee: Favourable £0.012m, movement; favourable £0.009m**

The Audit Fee budget of £0.109m is forecast to be underspent by £0.012m. This is a £0.009m favourable movement from the Month 7 position, which is due to a rebate received from the external auditors Grant Thornton.

**4.51. Trading Units: Net budget £0.000m, £0.417m projected adverse variance, movement £nil.**

**4.52. Dillington House: adverse £0.417m, movement; £nil**

Dillington continues to forecast a deficit of £0.417m following the deep dive budget/performance review in Sept 2019. The adverse variance reflects revised projections of income levels across all areas of activity with income from weddings being much lower than budgeted. Further updates have been made by adjusting costs to reflect the reduction in activity.

There are positives with projected income from conferences, events and online B&B bookings being higher than the previous year. Actions have continued to take place to build on these positives in order to identify potential alternative revenue streams for 2019/20 and future years, such as hosting the Shindig Festival.

Adult Education is not projected to reach its stretch targets for this year but has exceeded previous years' income levels. Work is ongoing to develop a refreshed programme in 2020 to attract new business. We are taking advantage of the space in this year's programme to test new courses and market appetite.

Whilst weddings have been disappointing for this year (due to a vacancy in a key post during the relevant booking period), next year's wedding bookings are already 64% higher than the current year, with bookings and enquiries continuing.

An independent review is imminent to assess the revised business plan financial forecasts for the next 3 years and further independent support has also just been secured through the LGA Productivity Experts Programme. This will help to consider how Dillington can effectively deliver services as part of the County Council's portfolio.

**4.53. Support Services for Education: Trading Surplus -£0.183m, movement; £nil**

There has been no movement in the forecast position from what was reported in month 7. The trading surplus of £0.183m will be contributed to the Trading Earmarked Reserve for Support Services for Education at the end of the financial year.

**4.54. Contingencies: Net Budget £6.550m, £0.319m projected notional allocation, movement of £0.168m**

The 2019/20 budget included £7.226m in a corporate contingency to mitigate against the risk of unexpected in-year service pressures and or funding changes. This sum is now £6.550m following the agreed recommendation to transfer £0.498m to fund some of the pressure within Children's Services for SEN transport (as per July Cabinet meeting) and the agreed recommendation to transfer £0.175m to fund the enhanced capacity and capability to aid Brexit preparations (as per September Cabinet meeting).

At this stage in the year it remains prudent for this contingency budget to be shown as fully committed. If no other pressures materialise during the remainder of the year the outturn position would be an overall favourable variance of £6.231m for the authority.

**5. Delivery of Savings**

**5.1.** The Financial Imperative approach, established to manage the preparation and delivery of MTFP continues to provide monthly assurance for the development, delivery and validation of savings plans.

**5.2.** The different savings statuses are as follows:

- Red: This means that the saving has been identified as being at risk of delivery and plans to replace the saving have not yet been agreed via the change control process.
  - Green: The saving is on track for delivery.
- Blue: The saving has been delivered.

- 5.3. The following table (Table 9) shows a summarised breakdown of achievement of savings for 2019/20 as at 30<sup>th</sup> November 2019 and confirms that 99% of the proposals for change have been classified as having a green or blue status, meaning service directors are confident that these savings will be delivered or in the case of the blue savings, they have already been delivered. 1% of savings proposals have been classified as red meaning the savings are currently at risk or replacement savings have not been agreed through the change control process. The monitoring of the delivery of the savings across the three decision processes can be seen in Appendix B.

**Table 9 – Revenue Savings 2019/20**

Service	Agreed Savings £	Red (at risk) £	Green (on track) £	Blue (delivered) £
Adult Services	5,506,800	-	1,259,500	4,247,300
Children's Services	4,592,800	-	888,300	3,704,500
Corporate & Support Services	3,573,500	209,500	145,503	3,218,497
Economic & Community Infrastructure	3,165,300	14,164	590,400	2,560,736
Non-Service	4,708,800	-	-	4,708,800
<b>Total</b>	<b>21,547,200</b>	<b>223,664</b>	<b>2,883,703</b>	<b>18,439,833</b>
<b>Percentage of Delivery</b>		<b>1.04%</b>	<b>13.38%</b>	<b>85.58%</b>

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## 6. Options considered and reasons for rejecting them

- 6.1. There is no alternative but to undertake effective and thorough budget monitoring to follow through with appropriate actions to address any variances.

## 7. Background Papers

- 7.1. • 18<sup>th</sup> December 2019 Cabinet Month 7 Budget Monitoring Report

## Appendix A – Revenue Budget Monitoring (month 8) – Headline Summary Table

Service	Total Revised Budget	Adverse Variances (+)	(Favourable) Variances (-)	Month 8 Net Variance Adverse / (Favourable)		Month 7 Net Variance	Movement from Month 7
	£m	£m	£m	£m	%	£m	£m
Adult Services	<b>126.173</b>	5.212	(4.474)	<b>0.738</b>	<b>0.58%</b>	0.360	<b>0.378</b>
Children's Services	<b>83.357</b>	7.970	(6.036)	<b>1.934</b>	<b>2.32%</b>	2.006	<b>(0.072)</b>
Public Health	<b>0.586</b>	0.000	0.000	<b>0.000</b>	<b>0.00%</b>	0.000	<b>0.000</b>
Economic & Community Infrastructure Services	<b>64.937</b>	3.337	(4.381)	<b>(1.044)</b>	<b>(1.61%)</b>	(1.016)	<b>(0.028)</b>
Accountable Bodies (LEP/SRA)	<b>3.882</b>	0.000	(0.858)	<b>(0.858)</b>	<b>(22.10%)</b>	(0.792)	<b>(0.066)</b>
<b>Key Services Spending</b>	<b>278.934</b>	<b>16.519</b>	<b>(15.749)</b>	<b>0.770</b>	<b>0.28%</b>	<b>0.557</b>	<b>0.213</b>
Corporate & Support Services	<b>21.143</b>	0.888	(1.172)	<b>(0.284)</b>	<b>(1.34%)</b>	(0.217)	<b>(0.067)</b>
Non-Service Items	<b>21.340</b>	0.706	(2.148)	<b>(1.443)</b>	<b>(6.76%)</b>	(1.398)	<b>(0.044)</b>
Trading Units	<b>0.000</b>	0.417	0.000	<b>0.417</b>	<b>0.00%</b>	0.417	<b>0.000</b>
<b>Support Services &amp; Corporate Spending</b>	<b>42.483</b>	<b>2.010</b>	<b>(3.320)</b>	<b>(1.309)</b>	<b>(3.08%)</b>	<b>(1.198)</b>	<b>(0.111)</b>
Corporate Contingencies	<b>6.550</b>	0.000	(0.319)	<b>(0.319)</b>	<b>(4.87%)</b>	(0.151)	<b>(0.168)</b>
<b>Total SCC Spending</b>	<b>327.967</b>	<b>18.530</b>	<b>(19.388)</b>	<b>(0.858)</b>	<b>(0.26%)</b>	<b>(0.792)</b>	<b>(0.067)</b>

Total Revised Budget = Revised budget after transfers between services, not affecting the total budget for 2019/20

Adverse variance = one that deteriorates the projected outturn position

(Favourable) variance = one that improves the projected outturn position

## Appendix B – Delivery of Savings Summary 2019/20 (as at month 8)

Savings agreed in February 2019 for 2019/20:

Service	Agreed Savings £	Red (at risk) £	Green (on track) £	Blue (delivered) £
Adult Services	3,389,000	-	1,259,500	2,129,500
Children's Services	1,701,000	-	98,300	1,602,700
Corporate & Support Services	2,955,900	175,000	95,503	2,685,397
Economic & Community Infrastructure	2,307,200	14,164	230,000	2,063,036
Non-Service	4,708,800	-	-	4,708,800
<b>Total</b>	<b>15,061,900</b>	<b>189,164</b>	<b>1,683,303</b>	<b>13,189,433</b>
<b>Percentage of Delivery</b>		<b>1.26%</b>	<b>11.18%</b>	<b>87.57%</b>

Savings agreed in September 2018 (MTFP2) for 2019/20:

Service	Agreed Savings £	Red (at risk) £	Green (on track) £	Blue (delivered) £
Adult Services	1,717,800	-	-	1,717,800
Children's Services	2,891,800	-	790,000	2,101,800
Corporate & Support Services	561,700	34,500	-	527,200
Economic & Community Infrastructure	842,400	-	360,400	482,000
Non-Service	-	-	-	-
<b>Total</b>	<b>6,013,700</b>	<b>34,500</b>	<b>1,150,400</b>	<b>4,828,800</b>
<b>Percentage of Delivery</b>		<b>0.57%</b>	<b>19.13%</b>	<b>80.30%</b>

**Savings agreed in February 2018 for 2019/20:**

Service	Agreed Savings £	Red (at risk) £	Green (on track) £	Blue (delivered) £
Adult Services	400,000	-	-	400,000
Children's Services	-	-	-	-
Corporate & Support Services	55,900	-	50,000	5,900
Economic & Community Infrastructure	15,700	-	-	15,700
Non-Service	-	-	-	-
<b>Total</b>	<b>471,600</b>	<b>-</b>	<b>50,000</b>	<b>421,600</b>
<b>Percentage of Delivery</b>		<b>0.00%</b>	<b>10.60%</b>	<b>89.40%</b>

**ALL Combined Savings for 2019/20:**

Service	Agreed Savings £	Red (at risk) £	Green (on track) £	Blue (delivered) £
Adult Services	5,506,800	-	1,259,500	4,247,300
Children's Services	4,592,800	-	888,300	3,704,500
Corporate & Support Services	3,573,500	209,500	145,503	3,218,497
Economic & Community Infrastructure	3,165,300	14,164	590,400	2,560,736
Non-Service	4,708,800	-	-	4,708,800
<b>Total</b>	<b>21,547,200</b>	<b>223,664</b>	<b>2,883,703</b>	<b>18,439,833</b>
<b>Percentage of Delivery</b>		<b>1.04%</b>	<b>13.38%</b>	<b>85.58%</b>