



South Somerset District Council

Thursday 19th January 2023

7.30 pm

A virtual meeting using Zoom meeting software.

This meeting has been moved to an on-line meeting due to the adverse weather conditions

All members of Council are requested to attend this virtual meeting.

Any members of the public wishing to address the virtual meeting at Public Question Time need to email democracy@southsomerset.gov.uk for details to join the meeting on-line.

The meeting will be viewable online by selecting the meeting at:
https://www.youtube.com/channel/UCSDst3IHGj9WoGnwJGF_soA

For further information on the items to be discussed, please contact
democracy@southsomerset.gov.uk

This Agenda was issued on Wednesday 11 January 2023.

Jane Portman, Chief Executive Officer

**This information is also available on our website
www.southsomerset.gov.uk and via the Modern.Gov app**

South Somerset District Council Membership

Chairman: Paul Maxwell

Vice-chairman: Wes Read

Barbara Appleby
Jason Baker
Robin Bastable
Mike Best
Neil Bloomfield
Ray Buckler
Dave Bulmer
Hayward Burt
Tony Capozzoli
Martin Carnell
Malcolm Cavill
John Clark
Nicola Clark
Louise Clarke
Nick Colbert
Adam Dance
Sarah Dyke
Karl Gill
David Gubbins
Peter Gubbins

Brian Hamilton
Mike Hewitson
Henry Hobhouse
Ben Hodgson
Charlie Hull
Kaysar Hussain
Val Keitch
Andy Kendall
Jenny Kenton
Tim Kerley
Mike Lewis
Mike Lock
Pauline Lock
Tony Lock
Kevin Messenger
Graham Oakes
Tricia O'Brien
Sue Osborne
Tiffany Osborne
Robin Pailthorpe

Oliver Patrick
Clare Paul
Crispin Raikes
David Recardo
Paul Rowsell
Dean Ruddle
Gina Seaton
Peter Seib
Garry Shortland
Jeny Snell
Andy Soughton
Mike Stanton
Rob Stickland
Lucy Trimmell
Gerard Tucker
Martin Wale
William Wallace
Colin Winder

Information for the Public

The meetings of the full Council, comprising all 60 members of South Somerset District Council, are held at least 6 times a year. The full Council approves the Council's budget and the major policies which comprise the Council's policy framework. Other decisions which the full Council has to take include appointing the Leader of the Council, members of the District Executive, other Council Committees and approving the Council's Constitution (which details how the Council works including the scheme allocating decisions and Council functions to committees and officers).

Meetings of the Council are scheduled to be held monthly at 7.30 p.m. on the third Thursday of the month (unless advised otherwise). However due to the recent inclement weather this meeting will be held remotely via Zoom video-conferencing.

The agenda, minutes and the timetable for council meetings are published on the Council's website – <http://modgov.southsomerset.gov.uk/ieDocHome.aspx?bcr=1>

Agendas and minutes can also be viewed via the Modern.gov app (free) available for iPads and Android devices. Search for 'modern.gov' in the app store for your device and select 'South Somerset' from the list of publishers and then select the committees of interest. A wi-fi signal will be required for a very short time to download an agenda but once downloaded, documents will be viewable offline.

Public participation at meetings (held via Zoom)

Public question time

We value the public's contribution to our virtual meetings. If you would like to participate and contribute in the meeting, please join on-line through Zoom at: <https://zoom.us/join>
You will need an internet connection to do this.

If you would like to view the meeting without participating, please see:
https://www.youtube.com/channel/UCSDst3IHGj9WoGnwJGF_soA

The period allowed for participation in Public Question Time shall not exceed 15 minutes except with the consent of the Chairman and members of the Committee. Each individual speaker shall be restricted to a total of three minutes.

If you would like to address the meeting at Public Question Time, please email democracy@southsomerset.gov.uk When you have registered, an officer will provide the details to join the meeting. The Chairman will invite you to speak at the appropriate time during the virtual meeting.

Virtual meeting etiquette:

- Consider joining the meeting early to ensure your technology is working correctly.
- Please note that we will mute all public attendees to minimise background noise. If you have registered to speak during the virtual meeting, the Chairman will unmute your microphone at the appropriate time.
- Each individual speaker shall be restricted to a total of three minutes.
- When speaking, keep your points clear and concise.
- Please speak clearly – the Councillors are interested in your comments.

South Somerset District Council

Thursday 19 January 2023

Agenda

1. Apologies for Absence

2. Minutes

To approve and sign the minutes of the previous meeting held on Thursday, 15 December 2022.

3. Declarations of Interest

In accordance with the Council's current Code of Conduct (as amended 26 February 2015), which includes all the provisions relating to Disclosable Pecuniary Interests (DPI), personal and prejudicial interests, Members are asked to declare any DPI and also any personal interests (and whether or not such personal interests are also "prejudicial") in relation to any matter on the Agenda for this meeting.

Members are reminded that they need to declare the fact that they are also a member of a County, Town or Parish Council as a Personal Interest. Where you are also a member of Somerset County Council and/or a Town or Parish Council within South Somerset you must declare a prejudicial interest in any business on the agenda where there is a financial benefit or gain or advantage to Somerset County Council and/or a Town or Parish Council which would be at the cost or to the financial disadvantage of South Somerset District Council.

4. Public Question Time

5. Chairman's Announcements

Items for Discussion

6. Chairman's Engagements (Page 6)

7. Presentation by Opium Power Ltd (Page 7)

8. Ham Hill project, overview and grant acceptance (Pages 8 - 35)

9. Yeovil Refresh Scope Change Request (Pages 36 - 45)

10. Duties of the Chief Finance Officer (Section 151 Officer) (Pages 46 - 49)

11. Report of Executive Decisions (Pages 50 - 52)

12. Audit Committee (Page 53)

13. Scrutiny Committee (Page 54)

14. Motions

There were no Motions submitted by Members.

15. Questions Under Procedure Rule 10

There were no questions submitted under Procedure Rule 10.

16. Date of Next Meeting (Page 55)

17. Exclusion of Press and Public (Page 56)

18. Somerset's Flagship Arts Venue, The Octagon Theatre - RIBA Stage 4 Report (Confidential) (Pages 57 - 60)

19. Request to Suspend a Dual Hackney Carriage and Private Hire Drivers' Licence (Urgent Item) (Confidential) (Pages 61 - 63)



Chairman's Engagements

Upcoming events:

The Chairman will continue to meet with the other District and County Chairs from all five Somerset Councils collating data and civic duty information as part of the Local Government Reorganisation programme in Somerset. The date of the next meeting is to be confirmed.

There will be a service in celebration of the five Somerset Councils on Sunday 12th March at 3.00pm in Wells Cathedral. All members and officers are invited to attend.

There will be an event 'SSDC Celebrates!' on Thursday 23rd March at 3.30pm and into the evening at Westlands Entertainment Venue. All members and officers are invited to attend.



Presentation by Opium Power Ltd

Executive Portfolio Holders: Sarah Dyke, Environment
John Clark, Economic Development
Strategic Director: Jill Byron, Monitoring Officer
Service Manager: Robert Orrett, Commercial Property. Land & Development Manager
Contact Details: Robert.orratt@southsomerset.gov.uk

Mr Jason Dobson, Paul Ashton and David Owen, Directors of Opium Power Ltd will provide Council with a power point presentation on the work of the company followed by questions from Members.

Update on the Ham Hill Project and National Lottery Heritage Fund grant offer

Executive Portfolio Holder:	Cllr. Sarah Dyke, Environment
Ward Member(s)	Cllr. Hewitson (Hamdon Ward), Cllrs. Capozzoli, Hull and Rowsell (Northstone, Ivelchester & St Michael's Ward)
Strategic Director:	Kirsty Larkins, Director Service Delivery
Service Manager:	Katy Menday, Leisure and Recreation Manager
Lead Officer:	Katy Menday, Leisure and Recreation Manger, Leisure and Recreation Service
Contact Details:	Katy.menday@southsomerset.gov.uk or 01935 462522

Purpose of the Report

1. To seek permission to accept the grant offer of £1.6m from the National Lottery Heritage Fund, to enable the delivery of the "Uncovering Ham Hill's past for its future" project. To provide an overview of the progress against the Ham Hill project to date. To explain the breadth of positive outcomes that will be realised through delivery of a diverse range of project activities and site improvements. To provide information on timescales and budgets for the project.

Forward Plan

2. This report did not appear on the Full Council Forward Plan as officers were waiting for all statutory permissions and grant offers to be secured before bringing it to committee. The National Lottery Heritage Fund offer was received on December 5th 2022.

Public Interest

3. In 2018 the Countryside Service at SSDC started developing a project to protect and safeguard the special site at Ham Hill Country Park. Nationally important for its heritage, ecology and geology, the large countryside site is also an important space for informal recreation. Ongoing pressures are damaging the site, and current management arrangements are not sufficient to ensure the continued appropriate management of the land and all its assets. From 2019 – 2022 the Countryside Service have managed the development stage of a National Lottery Heritage Fund project to assess the best way to protect the future of the site. The Country Park and project now have a £1.6m grant offer from the Heritage Fund and it sits at the start of an exciting delivery stage, which will see great benefits for people, nature and heritage.

Recommendations

4. That Full Council:-



- a. note the report and progress of the project.
- b. authorise the Director of Service Delivery to accept the Terms of Grant set out in the letter dated 5 December 2022 from the National Lottery Heritage Fund in respect of the Council's **Uncovering Ham Hill's past for its future** project.

Background and Development of the Project

5. Ham Hill Country Park is centred on Hamdon Hill, a large Iron Age hill fort and Scheduled Monument with evidence of human occupation since the Stone Age. The Country Park offers superb views across Somerset and has wildflower meadows, peaceful mature woodlands, steeply sloping Iron Age ramparts and a network of paths for all to enjoy.
6. The Country Park is popular with residents and visitors, attracting an estimated 300,000 plus visits a year. The erosion caused by these visitors, as well as tree and shrub encroachment and animal damage has meant that the Scheduled Monument has now been put on the Historic England 'At Risk' register.
7. Since its original designation in 1975 the Country Park has expanded significantly through land purchases, supported by the Heritage Lottery Fund. The existing ranger base and toilets are no longer central within the Country Park. Funding from the National Heritage Memorial Fund enabled in 2019 the purchase of 30 hectares of land that included the 'At Risk' ramparts and existing car parks.
8. The Country Park is managed by a team of two rangers assisted by volunteers; the demands of visitors and management of 173 hectares are now beyond their resources.
9. A new approach is needed to manage the site and the existing users, whilst attracting new target audiences who currently experience barriers to visiting the Country Park. The Covid-19 pandemic led to even larger numbers seeking outdoor recreation opportunities locally, with a resultant increase in pressure on the Country Park. Extensive research and consultation has occurred during the development of proposals throughout 2020/21 and 2021/22. This has included visitor surveys, schools surveys, volunteer surveys, various stakeholder discussions, comparator site visits and multiple trial activities.
10. As a result of this work the project has developed a broad range of objectives;

Improvement of site, nature conservation management and scheduled monument protection: with new tools and machinery habitats will be enhanced and protected, woodland fragments linked and grasslands appropriately managed. Species specific approaches will take place when required e.g. for dormice or for the rare shrill carder bee. Heritage conservation work will include protecting ramparts where erosion threatens their integrity and restoring features like the lime kiln. New staffing will enable the work to be delivered. Car parking improvements, highway & pedestrian safety works and access improvements will improve the site overall. Ultimately key features of the monument will no longer be considered "At Risk" and the site will be an ecological hub on the newly emerging Nature Recovery Networks, its management will support delivery against climate action plan targets. Into the



future the geological Site of Special Scientific Interest and Scheduled Monument are protected.

Visitors have increased awareness, understanding and knowledge through the provision of a new modest, single storey, visitor centre with reception, café, activity and learning space and permanent public display of archaeological investigations and associated finds. The unique geology and ecology of site are explored through a range of interpretation and more people will understand and appreciate the special nature of the site. Wider site interpretive signage & waymarking will be delivered and the site adopts a coherent and appropriate brand. Enhanced staff and volunteer training in heritage and ecology will ensure face to face interpretation helps visitors gain the most from their visit. Ham Hill gains the national recognition as a heritage site that it deserves, and it becomes a destination of choice for school and interest groups.

Provision of more opportunities for a wider range of people to become engaged and involved, including through new volunteering opportunities; a new engagement ranger will coordinate and deliver new activity and learning programmes. Existing partnerships are built upon and new sessions target both current and new visitors, particularly those with barriers to accessing the site. Community archaeology projects, geological trails, forest schools, heritage mornings and arts projects restore interest in the site and generate new engagement. New volunteering strands include visitor centre volunteers, wildlife and habitat monitoring, roaming rangers and activity & engagement volunteers, all contributing to a thriving voluntary community. The old ranger base will act as a volunteer hub to support these new types of volunteering.

The project intends to dramatically expand the opportunities for volunteering, involving a broader range of opportunities and a wider demographic of volunteers. Over the duration of the project volunteering is forecast to increase by over 1800 days. A key part of the future proposals is doubling the size of the ranger team, from two to four, with the addition of an Assistant Countryside Ranger and Countryside Engagement Ranger roles, working together across the range of tasks required in the Country Park. The new posts will be initially project funded for three years, but there may be opportunity to incorporate them into the regular site expenditure as income increases.

Achieving future financial sustainability through new sources of regular income from primarily catering and retail will result in a dramatic rise in income. The experience gained from the Yeovil Country Park shows the positive impact catering income can have. A donation system for visitors will also be implemented, alongside limited and appropriate retail sales from the visitor centre.

As of January 2023 the project has secured planning consent and both visitor centre and landscape Scheduled Monument Consent's from Historic England. The application for a Traffic Regulation Order (to reduce the speed limit on the highway through site) is also submitted. Project funding was confirmed as in place in December 2022 with the grant offer from the National Lottery Heritage Fund made under their standard grant terms and conditions.

Delivering the Project



South Somerset District Council

11. Project implementation is across 4 years from 2023 to 2026. Project management will be by the Leisure and Recreation Manager with support from the Countryside Manager. A member of the Property Services team will provide construction project management.
12. Key outputs include –
 - New site staff in place May 2023
 - Highways speed limit and traffic calming measures in place by end of 2023
 - Landscape & habitat improvements from May 2023 – June 2026
 - New activity programme from July 2023 – June 2026
 - Volunteer recruitment & Volunteer Hub opening from July 2023
 - New visitor centre & facilities opening October 2024
 - Limekiln restored May 2025

Financial Implications

13. The total project costs are £2,167,700 and project budget is fully secured from a range of grant funders with an SSDC capital contribution of £449,000 across four years. Landscape costs have been developed by the countryside team with the support of consultants and a Quantity Surveyor. Costs have been interrogated by expert advisors at the National Lottery Heritage Fund and as a result of current inflationary pressures the Heritage Fund increased the grant offer by £50,000 to enable resilient inflation and contingency budgets.

Item	Budget Costs
Purchase of Machinery	
Machinery to help in the land management	40,000
Monument Work	
Contractor and materials budget for scrub removal, path restoration, badger exclusion, & lime kiln restoration	35,000
Habitat Improvement	
Shrill Carder bee project & other habitat improvements	6,000
Paths, Car Parking & Infrastructure	
New paths & walling repairs, traffic calming, car park repairs and signage, etc.	131,200
Countryside Management Staffing	
Funded for 3 years to deliver heritage asset protection work (practical land management) - Assistant Ranger	104,000
Countryside Engagement Ranger	
New member of staff funded for 3 years	101,000
Activity Programme	
Engagement activities, training, volunteering & support to break down access barriers for new audiences	81,000
Interpretation & Analysis	
Interpretation & analysis of the site's heritage	113,000
Visitor Centre	



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Visitor Centre & welcome/ exhibition/ learning space/ café/ including services	1,067,700
Activity Hub	
Woodland shelter for learning groups, living archaeology, green woodworking, courses & gatherings - incl. path improvements	10,000
Promotions	
Promotion of Ham Hill as a tourism asset - to be undertaken by SSDC Countryside & Tourism	-
Professional Fees for delivery stage	151,300
Total Costs £	1,840,200
Contingency -	132,700
Inflation -	194,800
Project Cost Total	2,167,700

Confirmed Funding	
Heritage Fund	1,600,000
SSDC Capital Funding Approved	449,000
Fine Family Foundation	30,000
Clarks Foundation	3,000
Bannister Foundation	11,500
Wolfson Foundation	74,200
	2,167,700

14. The project team continue to develop further bids to Historic England's Heritage at Risk fund and Awards for All to ensure resilience in delivery budgets.
15. A project business plan extends for six years after the end of the delivery phase and projects café and other income streams to inform future planning.

Legal implications (if any) and details of Statutory Powers

16. Section 19 of the Local Government (Miscellaneous Provisions) Act 1976 gives the Council a general, unfettered power to provide such recreational facilities as it sees fit. In addition, the general power of competence under section 1 of the Localism Act 2011, which gives the Council the power to do anything that individuals might generally do. These provisions give the Council power to accept the grant on the terms provided.

Note: under the provisions of regulation 4 of the Local Government (Structural Changes) (Transitional Arrangements) (No.2) Regulations 2008 this contract will transfer automatically by operation of law to Somerset Council on 1 April 2023.

Risk



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17. The project risks have been tracked on the SSDC risk management system. During the development stage the biggest risks were considered to be;
- Securing planning and scheduled monument consents
 - Securing sufficient grant funding (taking into account inflationary pressures)
 - Potential archaeological discoveries during evaluation trench excavations.

As of December 2022 these risks have been closed and new delivery risks recorded. The primary risks for the delivery stage include;

- Pressures on the delivery budget from rising materials costs,
- Project staff workloads, including any staff changes due to LGR,
- Unexpected archaeological discoveries during groundworks for visitor centre or wider landscape improvements.

A range of approaches and mitigation measures are in place against each risk including learnings from the development stage.

Council Plan Implications

17. The Ham Hill project features in both the Environment and Healthy Self reliant Communities priorities of the Council Plan due to its broad outcomes for both people and the environment.

Carbon Emissions and Climate Change Implications

18. The project elements of relevance include construction of a new visitor centre, improvements to the highway and car parks, habitat management improvements and a new public education programme.
19. Construction of a new visitor centre – the building is of low carbon design and includes solar PV. Engineered to retain warmth and create air flow it will only need a small air source heat pump to maintain the ambient temperature. With timber cladding it is designed to blend with the landscape and pilings mean it has a physically light touch on the protected site. A Biodiversity Net Gain assessment for the site was part of the planning application and the offsetting requirements will be delivered by the ranger team on site.
20. Improvements to the Highway and car parks – hard surfacing will be kept to a minimum to reduce water flow issues, but where hard surfacing is required e.g. limekiln car park, it is to facilitate installation of EV charge points and disabled parking bays.
21. The landscape improvement works include management of woodlands for dormice & bats and meadows for skylarks and shrill carder bees. These protected species will have monitored programmes of management to ensure populations can establish and flourish. All management works are detailed in the five year Ham Hill Land Management Plan that is being refreshed to cover the entire project delivery period.
22. The new centre and engagement ranger will provide new and diverse opportunities for exploring climate change and environmental education messaging; from forest school



South Somerset

District Council

sessions to bird walks, more people will understand the ecology and natural environment at Ham Hill and the pressures it faces.

Equality and Diversity Implications

<i>An Equality Impact Relevance Check Form has been completed in respect of the Proposal?</i>	Yes
<i>The Impact Relevance Check indicated that a full EIA was required?</i>	No
<i>If an EIA was not required please attach the Impact Relevance Check Form as an Appendix to this report and provide a brief summary of its findings in the comments box below.</i>	
<i>If an EIA was required please attach the completed EIA form as an Appendix to this report and provide a brief summary of the result of your Equality Impact Assessment in the comment box below.</i>	
Additional Comments	
<i>The project specifically aims to increase access to Ham Hill and its fascinating history and habitats. Physical access improvements will be delivered to path networks and infrastructure. A new visitor centre will offer a gateway to the site, with better toilets, and a Changing Place. More and better surfaced disabled parking will be adjacent to the centre and better waymarking will ensure confidence in visitors to explore the site. A new Engagement Ranger will offer a broad range of activities and workshops across a range of target groups and visitors. Volunteering will be diversified and expanded to include new visitors centre guides, roaming rangers and activity volunteers. All residents and visitors should benefit from the project and there are no identified negative impacts for those with protected characteristics.</i>	

Privacy Impact Assessment

- The only personal data held for the purposes of delivery of this project would be that of registered volunteers. This will held and maintained in line with the Council's and Countryside Services policies.

Background Papers

- Purchase of Land at Ham Hill Country Park. District Executive July 2018
- Letter from the National Lottery Heritage Fund dated 5 December 2022 (attached)

Third Floor
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Southernhay Gardens
Exeter
EX1 1UG

Telephone
01392 304006
Website
heritagefund.org.uk



5 December 2022

Our Ref: OL-18-06819

Kirsty Larkins
Director for Service Delivery
South Somerset District Council
Council Offices
Brympton Way
Yeovil
Somerset
BA20 2HT

Dear Kirsty Larkins

Uncovering Ham Hill's past for its future

Congratulations, your *Application* has now been assessed, and I am pleased to confirm that we will offer you a *Delivery Grant* of up to £1,600,000 One Million and Six Hundred Thousand Pounds (66% of the total approved *Project* work cost of £2,417,900) towards the *Delivery Phase* of the above *Project* which is set out in the *Approved Purposes* in part 1 of this letter.

We have also enclosed a side letter joining in the Duchy of Cornwall insofar as matters relate to their control and I would be grateful if you could arrange for this to be sent to Charles Crawford and for appropriate signatures and permissions to be sought and the letter then returned to me for completion by us.

The percentage above is known as your *Grant Percentage*. As your *Approved Project Costs* include volunteer time, we have also calculated the percentage of cash that we will be contributing towards the *Project*. We describe this as the *Payment Percentage* and for your *Project* this will be 74%. More information on this can be found within the *Receiving a Grant* guidance. A copy of this is enclosed and a link can be found here: [Receiving a grant guidance: £250,000 to £5million | The National Lottery Heritage Fund](#)

Part 1 of this letter deals with the legal aspects of the *Delivery Grant* that we are offering.

Part 2 of this letter sets out how we will work with you during the *Delivery Phase* of your *Project*.

Part 1 – The Legal Section

Project Reference Number: OL-18-06819

Grant Amount Awarded: £1,600,000.00

Third Floor
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01392 304006
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Grant Contract – made up of:

- *Grant Notification Letter;*
- *Standard Terms of Grant;*
- *Any Additional Grant Conditions;* and
- *Signed Permission to Start Form.*

Grantee name and address:

South Somerset District Council of the Council Offices, Brympton Way, Yeovil, Somerset, BA20 2HT.

Approved Purposes

You will need to deliver your *Project* in line with the proposals set out in your *Application*. We will monitor your progress against the following *Approved Purposes* which we agreed to support:

- 1 Construct new visitor centre to provide space for permanent/temporary exhibition, shop, café and WC facilities including changing place in accordance with Stage 3 Planning Drawing Set August 2022.
- 2 Construct Activity Hub shelter for outdoor activities/education use.
- 3 Restore lime kiln and improve access.
- 4 Improve existing depot for secure storage of machinery and tools.
- 5 Improve paths and bridle ways to encourage exploration, stabilise, and protect the ramparts at North Spur in accordance with Ham Hill Country Park Landscape Proposals July 2022.
- 6 Improve Ham Hill Road and car parks to reduce traffic speeds, create safer crossing points, and improve visibility at junctions in accordance with Ham Hill Country Park Landscape Proposals July 2022.
- 7 Undertake habitat improvements to include restoration of species rich calcareous grassland; extensive dry stone wall restoration; thinning of diseased trees; improvements to wildflower and pollinator margins; and tree planting to link woodland islands and creation of wet areas in accordance with Ham Hill Country Park Landscape Proposals July 2022.
- 8 Create site-wide wayfinding and interpretation in accordance with Ham Hill Interpretation Plan July 2022.
- 9 Appoint 1 x FTE Assistant Countryside Ranger
- 10 Appoint 1 x FTE Countryside Engagement Ranger
- 11 Between January 2023 and June 2027 deliver programme of Activity, Engagement, Training and Education as detailed in Ham Hill Activity Plan July 2022.
- 12 Ensure lottery players support of the project is appropriately acknowledged across all strands of capital and activity work delivered on and offline.

Delivery Grant: Approved Project Costs

The attached Appendix 1 sets out the *Approved Project Costs* to which the National Lottery Heritage Fund has agreed to contribute, along with any partnership funding.

If you spend less on your *Project* than the *Approved Project Costs*, we will reduce the final *Grant* payment. The amount will be in proportion to our *Grant* contribution.

Standard Terms of Grant

We will pay you the *Grant* subject to you complying with:

- the *Standard Terms of Grant* set out in Appendix 2;
- the *Additional Grant Conditions* set out below; and
- the conditions and requirements set out in the document entitled *Receiving a Grant*.

Additional Grant Conditions

In addition to our *Standard Terms of Grant* you must observe the following *Additional Grant Conditions* in respect of the *Delivery Phase* of your *Project*.

See Appendix 3: Schedule: Additional Grant Conditions.

Grant Expiry Date

You must complete the *Approved Purposes* of your *Delivery Phase* and submit your *Completion Report and Final Payment Request* form and *Evaluation Report* by 30th September 2027.

Term of the Grant Contract

The *Grant Contract* will run for a term of 20 years after *Project Completion Date*.

The following documents define the *Project* for which the *Grant* is offered:

1. This letter;
2. Your *Application* dated 5th August 2022; and
3. All documents submitted by you in support of your *Application* including all correspondence we have sent you and all correspondence we have received from you.

Withdrawal of the Grant

We may withdraw the *Grant* if:

- You have already started work on the *Delivery Phase* of your *Project* before we have given you our permission to do so;
- You do not start work on your *Project* within six months of the date of this letter

Part 2 – How we will work with you

The National Lottery Heritage Fund is currently updating our grants management system. The new portal will be easier to use and will offer a better service for all our grantees and applicants. As part of this work we will be moving all our live projects from the current system onto the new one. This includes yours. There is nothing that you need to do in advance of this and you can continue to submit *Permission to Start*, *Payment Requests* and *Progress Updates* through the current portal. When your project is ready to be moved to the new system, we will contact you and let you know.

Delivering your Project

You will need to develop your *Project* in line with the proposals set out in your *Application*. We will contact you shortly to arrange a start-up discussion for your *Delivery Phase*, where we will agree a timetable for progress reporting and grant payment requests. More information on this can be found within the *Receiving a Grant* guidance.

You should now carefully read the following related documents:

- *Receiving a Grant*
- *Appendix 2: Standard Terms of Grant*

You are required to:

1. obtain our *Permission to Start* the Project;
2. submit *Progress Reports* at intervals agreed at *Permission to Start*;
3. request your *Grant*;
4. provide a *Completion Report and Final Payment Request* form and an *Evaluation Report* when you have finished your *Project*; and
5. procure goods, works and services in accordance with the *Receiving a Grant* guidance.

Obtaining Permission to Start your Project

We will only give you our *Permission to Start* when certain pre-conditions, defined in the *Receiving a Grant* guidance, have been satisfied. The forms that you will need for requesting *Permission to Start*, requesting your *Grant*, reporting on your progress and providing your *Completion Report and Final Payment Request* form should be accessed and submitted via your online account, in the same way that you submitted your *Application*. You will need to submit your *Permission to Start* form within **six** months of the date of this letter.

For us to pay your *Grant* by bank transfer (BACS), we need to see a copy of a recent bank statement (within the last three months), or a cheque or paying-in slip for the relevant account, showing the bank's name and address.

Third Floor
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Please note that your *Permission to Start Form* will be released to your online account within 5 working days of this letter. Please contact me, if you need to access the form any earlier than this.

We wish you every success with your *Project*. Please contact me if you have any queries arising from this letter.

Yours sincerely

A handwritten signature in black ink that reads "Hwheatley".

Helen Wheatley
Senior Investment Manager

cc) Katy Menday, South Somerset District Council

Appendix 1 – Approved Project Costs

a) Delivery Phase costs

Capital costs

Cost Heading	Description	Cost £	Vat £	Total £
Preliminary works (e.g scaffolding, preliminaries, pre-construction archaeology)	Prelims for visitor centre and landscape	121,810	0	121,810
Repair and conservation work	Path repair, scrub removal, lime kiln restoration, dry stone walling, habitat creation	51,000	0	51,000
New building work	Visitor Centre construction	945,915	0	945,915
Other capital work	Traffic calming, car park alterations, signage, activity hub	131,197	0	131,197
Digital outputs	Audio and visual materials for interpretation	12,000	0	12,000
Equipment and materials (capital)	Machinery for site management and path works	40,000	0	40,000
Other costs (capital)	Tramper and interpretation	108,500	0	108,500
Professional fees relating to any of the above (capital)	Design team, project management, and interpretation design	140,133	0	140,133
Total Costs		1,550,555	0	1,550,555

Activity costs

Cost Heading	Description	Cost £	Vat £	Total £
New staff costs	Senior Ranger uplift, Assistant Countryside Ranger, Countryside Engagement Ranger	205,000	0	205,000
Training for volunteers	Practical and people based training	4,000	0	4,000
Equipment and materials (activity)	Activity budget	49,900	0	49,900
Event costs	Community events support	19,600	0	19,600
Total Costs		278,500	0	278,500

Other costs

Cost Heading	Description	Cost	Vat	Total
		£	£	£
Evaluation	Evaluation consultant	11,200	0	11,200
Contingency	Between 5-10% across budget	121,225	0	121,225
Inflation	12.5% for inflation to Q1 2024 - midpoint capital works	194,760	0	194,760
Volunteer time	13,083 hours at £20ph. Detailed breakdown provided.	261,660	0	261,660
Total Costs		588,845	0	588,845

b) Delivery Phase income

Income Heading	Description	Secured	Total (£)
Local authority	Capital funding	Yes	449,000
Private donation - Individual	Fine Family Foundation philanthropist	Yes	30,000
Private donation - Trusts/Charities/Foundations	Wolfson Foundation 2nd round application Sept 22	No	70,000
Other fundraising	various via Friends of Ham Hill, see business plan	No	7,240
Volunteer time	Various - see schedule in business plan	Yes	261,660
Grant			1,600,000
Total Income			2,417,900

Appendix 2: Standard Terms of Grant

National Lottery Grants for Heritage

Standard Terms for Delivery Grants of £250,000 to £5 million

Definitions:

'we', 'us', 'our' – the Trustees of the National Heritage Memorial Fund (who administer the National Lottery Heritage Fund).

'you', 'your' – the organisation(s) awarded the *Grant* as set out in the *Grant Notification Letter* and any organisation which agrees to be a joint grantee and to comply with the *Grant Contract*.

Additional Grant Conditions – any additional grant conditions set out in the *Grant Notification Letter*.

Application – your completed *Application* form and any documents or information you send us to support your request for a *Delivery Phase* grant.

Approved Purposes – the *Approved Purposes* summarise the *Project* described in your *Application* which comprises the *Delivery Phase*.

Approved Usage – how you said you would use the *Property* in your *Application* (allowing for any changes that we may have agreed up to the release of any of the *Grant*).

Delivery Phase – the implementation of the capital and/or activity phase of the *Project*.

Digital Outputs – all material with heritage content created in or copied into a digital format by or for you in connection with the *Project*.

Evaluation Report – the report you must send us before we pay the last 10% of the *Grant* telling the story of the *Project*, its achievements and lessons learned.

Grant – the amount set out in the *Grant Notification Letter* for the *Delivery Phase*.

Grant Contract – made up of the

- *Grant Notification Letter*;
- *Standard Terms of Grant*;
- *Any Additional Grant Conditions*; and
- Signed *Permission to Start Form*.

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Grant Expiry Date – the date by which you must achieve the *Approved Purposes* as set out in the *Grant Notification Letter* and by which you will make the final drawdown of the *Grant*.

Grant Notification Letter – the letter confirming our *Grant* to you.

Other guidance – all other guidance relevant to the Project on our website including:
Activity plan or Area action plan
Conservation Plan Guidance
Evaluation Guidance
Good Practice Guidance
Management and Maintenance Plan Guidance
Procurement Guidance
Understanding your Heritage
Viability and Development Appraisal Guidance

Outcomes - we describe the difference we want to make with our funding through a set of nine *Outcomes*. *Outcomes* are changes, impacts or benefits that happen as a direct result of the *Project*. All of the projects we fund will achieve one or more of these *Outcomes*.

Permission to Start Form – the form you submit to us requesting permission to start the *Project*.

Permission to Start – our written confirmation that you may start the *Project*.

Programme Application Guidance – the document setting out the scope of the programme and how to apply.

Project – the purposes we have approved as set out in the *Application* (taking account of any changes we and you have agreed in writing up to the date of our decision to award you the *Grant* and any changes that we tell you about in the *Grant Notification Letter*). These purposes are sometimes described as *Approved Purposes* and include you getting and using partnership funding as set out in the *Application* and how you said you would use the *Property* (if any).

Project Completion Date – the date of the letter we send you letting you know that the *Project* is recorded as complete.

Property – any property that you buy, create, receive or restore, or property that is otherwise funded by the *Grant* including *Digital Outputs*, intellectual property rights and any documents that you produce or order as part of the *Project*.

Receiving a Grant – the guidance we publish to explain how we will pay the *Grant*, monitor the *Project* and agree changes to the *Grant*.

Standard Terms of Grant – the standard terms set out herein.

Term of the Grant Contract – the duration of the *Grant Contract* set out in the *Grant Notification Letter*.

Third Party – any owner of *Third Party Property*.

Third Party Property – any property identified in the *Application* that belongs to or is controlled by a *Third Party*.

Third Party Ownership Requirements – the requirements set out in the *Programme Application Guidance* and *Receiving a Grant* relating to the contractual arrangements we expect you to enter into with a *Third Party*.

Achieving the Approved Purposes

1. You must use the *Grant* only for the *Approved Purposes*, unless you get our approval beforehand.
2. You must not start work to achieve the *Approved Purposes* before *Permission to Start*.
3. You must achieve the *Approved Purposes* and make your final Grant drawdown by the *Grant Expiry Date*.
4. You must use the *Property*, or allow it to be used, only for the *Approved Usage* during the *Term of the Grant Contract*.
5. As well as these *Standard Terms of Grant*, you must follow the *Additional Grant Conditions* (if any) set out in the *Grant Notification Letter*, address any issues we identify in the course of monitoring, and meet the requirements set out in the *Programme Application Guidance*, *Receiving a Grant*, the guidance we have about acknowledging your grant on our website, and any other guidance published on our website which is relevant to the *Project*.
6. You must carry out the *Approved Purposes* in line with current best practice in your area of heritage and to a standard that is appropriate to a project of importance to the national heritage. You must follow all legislation and regulations that apply.

7. You acknowledge that the *Grant* comes from public funds. You must continue throughout the *Approved Purposes* to ensure the *Grant* is compatible with state aid and subsidy control law meaning:
 - a. the law embodied in Articles 107-109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws of the Treaty on the Functioning of the European Union; or
 - b. any domestic law which replaces such state aid law following the UK's exit from the European Union such as the principles set out in Chapter 3 (Subsidies) of Title XI (Level Playing Field) of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies & Countervailing Measures, the Northern Ireland Protocol and any other World Trade Organisation or Free Trade Agreement that applies to your project.
8. You must maintain appropriate records of compliance with the state aid and subsidy laws and must take all reasonable steps to assist us to comply with any requirements and respond to any subsidy control challenge or investigation(s) instigated by the European Commission (or its domestic successor) into the *Grant* or any equivalent regulatory body as the case may be.
9. In the event that the *Grant* is deemed to be unapprovable state aid or subsidy, this constitutes a breach of our *Standard Terms of Grant* and you will be required to repay the entire *Grant* without delay together with compound interest from the date on which the unlawful aid was at your disposal until the date of its recovery.

Project monitoring

10. You must give us any progress reports, financial or other information and records we may need from time to time on the *Grant*, the *Property*, the *Approved Purposes* (and achieving them) and the *Approved Usage*.
11. You must allow us (or anyone we authorise) to have any access we may need to:
 - a. inspect the *Property* and any work to it;
 - b. monitor the conduct and progress of the *Approved Purposes*; and

- c. monitor the *Approved Usage*.

In these cases we will give you notice. You will report on the progress of the *Project* at times agreed with us.

12. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of anti-fraud measures.
13. We will monitor the progress of the *Project* and will carry out checks during, at and after the end of the *Project* to confirm that it is delivering the *Outcomes* expected. If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 11, you must take those recommendations into account when meeting your obligations to us.
14. You must take appropriate steps to monitor your own success in achieving the *Approved Purposes* and in using the *Property* for the *Approved Usage*. On completing the *Project*, you must submit your *Evaluation Report* before we will release the final *Grant* payment.
15. You must provide us with the web address or addresses (URL/s) of the site or sites that will host your Digital Outputs for the specified length of time, and update these if materials are relocated. For projects where materials are located across a range of sites, the URL of an online index page is required.

Procurement

16. Before you start any phase of the work needed to achieve the *Approved Purposes*, you must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you to finish that phase of the work. Building contracts must contain a clause which allows you to retain part of the contractors' fees on practical completion of the works. If you want any contracts to be on different terms, you must get our approval beforehand.
17. If the *Approved Purposes* involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in the *Receiving a Grant* and Procurement Guidance available on our website.

Property

18. You must continue to own the *Property* and keep exclusive control over what happens to it. Other than as permitted under paragraph 28 (*Digital Outputs*), you must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our approval beforehand. If we give you our approval, it may depend on any of the following requirements.
- a. that you pay us a share of the net proceeds of selling or letting the *Property* within one month of parting with the assets or other goods;
 - b. that you sell or let the *Property* at its full market value;
 - c. any other conditions we think fit.

We may claim from you an amount in the same proportion to the sale price as the *Grant* is to the original cost of the *Approved Purposes*, or the portion of the *Grant* spent on the assets or goods concerned, whichever is the greater. If you applied for the *Grant* in accordance with the Heritage Enterprise *Application Guidance* the share of the proceeds of share to be paid to us will be calculated in accordance with the formula set out in Part three: Receiving a grant. You must pay whatever we decide is appropriate in the circumstances. We may decide not to ask you to repay the *Grant* (or any part of it as we think fit) for any reason but it is for us to decide that.

19. You must maintain the *Property* in good repair and condition. If the *Approved Purposes* include creating, repairing or restoring property, you must maintain the *Property* in good repair and condition after the work has been done. If the *Approved Purposes* include the preparation of a maintenance and management plan or a conservation plan, you must maintain, manage or conserve the *Property* in accordance with the version of the relevant plan that we have approved.
20. You must insure the *Property* to the standard set out in (and use any proceeds of the insurance in line with) the *Programme Application Guidance* and *Receiving a Grant*.
21. You must keep any objects or fixtures that form part of the *Property* in a physically secure and appropriate environment.

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22. You must tell us, in writing, within five working days about any significant loss or damage to the *Property*.
23. You must arrange for the general public to have appropriate access to the *Property*. You must make sure that no person is unreasonably denied access to the *Property*.
24. If the *Approved Purposes* involve using part of the *Grant* to buy, receive, create, restore, conserve or otherwise fund *Third Party Property* you must comply with our *Third Party Ownership Requirements*.

Publicity and acknowledgement

25. We may make the purpose and amount of the *Grant* public in whatever way we think fit.
26. Once we have announced the *Grant*, you must acknowledge the *Grant* publicly in line with the requirements set out in the guidelines on our website. You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the *Grant*, you must not issue any public statement, press release or other publicity in relation to the *Grant* or which refers to us, other than in a form we have approved beforehand.
27. You must also provide us with digital images in electronic format of the *Project* or hard-copy photographs or transparencies. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must get all the permissions required for you and us to make use of them before you use them or send them to us.

Digital outputs

28. You agree to:
 - a. grant us a non-exclusive, royalty free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind for the Term of the Grant Contract;

- b. apply a Creative Commons Attribution 4.0 International (CC BY 4.0) Open Licence or equivalent, to all grant funded Digital Outputs, with the exception of code and metadata, and not including public domain assets or non-original digital reproductions of public domain assets (see below).
- c. clearly identify and apply Creative Commons 0 1.0 Universal (CC0 1.0) Public Domain Dedication, or equivalent to:
 - i) code and metadata created in the course of the project; and
 - ii) Public domain assets or non-original digital reproductions of public domain assets
- d. obtain and maintain in force all authorisations of any kind required for you to apply the relevant Open Licence or Public Domain Dedication (CC BY 4.0 or CC0 1.0).
- e. contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner agrees that material may be shared under a CC BY 4.0 Open Licence or equivalent.;
- f. ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolete before the twentieth anniversary of the Project Completion Date.
- g. comply with these Standard Terms of Grant in relation to the digital files that make up the Digital Outputs for the period agreed in the Grant Notification Letter. For the avoidance of doubt, this includes ensuring free and unfettered online access to the Digital Outputs. You must not release your project's Digital Outputs on other terms without our prior written consent.

Grant payment and repayment

29. We will, up to the *Grant Expiry Date*, pay you the *Grant* or any instalment of it in line with these *Standard Terms of Grant* and the procedures explained in *Receiving a Grant* as long as:

- a. the National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time), and enough funds are made available to us under the Act; and
 - b. we are satisfied that you are achieving (and will continue to achieve) or have achieved the *Approved Purposes* in line with these *Standard Terms of Grant* and that you are spending the *Grant* in proportion to any other funds you receive from other sources for the *Approved Purposes*.
30. You acknowledge that the *Grant* is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.
31. You must repay to us immediately any *Grant* that we have paid you (and we will stop any future instalments of the *Grant*) if:
- a. you no longer operate, or you are declared bankrupt or placed into administration, receivership or liquidation;
 - b. you have, in our opinion, given us fraudulent, incorrect or misleading information;
 - c. you have acted negligently in any significant matter or fraudulently in connection with the *Approved Purposes* or the *Approved Usage*;
 - d. any competent authority directs the repayment of the *Grant*;
 - e. there is a significant change in your status;
 - f. you knowingly withhold information that is relevant to the content of your *Application*;
 - g. you do or fail to do anything that brings us or the National Lottery into disrepute, or which we consider for any reason puts public funds at risk, or we terminate or suspend any other grant we have given you;
 - h. you fail to make good progress with the *Project* or are unlikely in our view to complete the *Project* or achieve the *Outcomes* agreed with us; or
 - i. you fail to keep to any of these *Standard Terms of Grant*.

32. If you are a commercial organisation and applied for the *Grant* in accordance with the Heritage Enterprise *Application Guidance* you will be required at 5 and 9 years after the *Project Completion Date* to pay us a share of the *Project* net earnings in excess of the projected future income and expenditure which you used to establish the conservation deficit in your *Application*. Such share will be calculated in line with the relevant grant percentage set out in the Grant Notification Letter.
33. If you achieve the *Approved Purposes* without spending the full amount of the *Grant*, you must pay back the part of the *Grant* you have not spent. We will treat you as spending the *Grant* in proportion to other funds you were due to receive from other sources for the *Approved Purposes*.
34. If you sell or otherwise part with all or part of the *Property* without our permission under paragraph 18, or you receive money in some other way as a result of you not following these *Standard Terms of Grant*, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 31.

General terms

35. You may not, and must not claim to, transfer the *Grant* or any rights under these *Standard Terms of Grant*.
36. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these *Standard Terms of Grant* and to give us the rights granted to us under them.
37. If there is more than one of you, any liability under these *Standard Terms of Grant* will apply to you all together and separately.
38. We may rely on any of our rights under these *Standard Terms of Grant* at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these *Standard Terms of Grant*.
39. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these *Standard Terms of Grant* if we (or anyone we authorise) give it to you in writing.
40. Any notice, request or other document we or you send to each other under these *Standard Terms of Grant* shall be in writing and shall be deemed to have been

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given if personally delivered by hand or post (first class postage pre-paid) to the address for service of the relevant party. If hand delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5 pm on any working day they shall be deemed received on the next working day) and if posted all such communications shall be deemed to have been given and received on the second working day following such posting.

41. Any documents you need to send us under these *Standard Terms of Grant* are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.
42. The *Term of the Grant Contract* will last for the period set out in the *Grant Notification Letter*.
43. These *Standard Terms of Grant* cannot be enforced by anybody other than you or us.

Appendix 3:

SCHEDULE Additional Grant Conditions

For the purposes of these Additional Grant Conditions, “the Property” means Ham Hill Country Park and Visitor Centre and the following conditions apply in addition to those in the Standard Terms of Grant:-

1. Local-authority Grantee

- 1.1. Within 28 days of the date of the Grant Notification Letter, you must send us a certified copy (signed to confirm it is a true copy) of the document recording your decision (or the decision of the relevant properly constituted committee, executive or authorised officer) authorising you to accept the Terms of Grant, together with a statement containing the information set out below. The statement must include the following information:
 - 1.1.1. the power (statutory or otherwise) you have and which you have used to accept the Terms of Grant;
 - 1.1.2. an extract of that part of your policy framework under which you have accepted the terms of grant;
 - 1.1.3. the executive arrangements under which your decision to accept the Terms of Grant was made;
 - 1.1.4. the considerations that you took into account in using the powers and the procedure under which any consultation took place and the decision was made;
 - 1.1.5. the authority under which the Declaration forming part of the Application has been signed on your behalf.
- 1.2. Without affecting clause 36 you must (if we think it is necessary) confirm your decision in whatever way we direct. Within seven days of confirming, you must send us evidence of this.
- 1.3. We may withdraw the Grant (after considering the matters referred to above) if we are not satisfied that the Terms of Grant are valid and binding on you.
- 1.4. Within 21 days of sending us the document and information needed under paragraph 1.1 (or evidence of the confirmation of the decision in line with paragraph 1.2), we may ask that you get the written opinion of a barrister, in a form satisfactory to us, asking for his or her opinion on whether:

- 1.4.1. the powers you are relying on in accepting the Terms of Grant do allow you to enter into these arrangements;
- 1.4.2. you have followed correctly all procedural requirements in using those powers and have acted in a reasonable and proper way; and
- 1.4.3. you have taken account of only, and all, relevant considerations in using those powers.

You must send us the barrister's opinion and make sure that it is addressed to us as well as to you. You must also make sure that the barrister confirms we may rely on his or her opinion for our own purposes.

- 1.5. You acknowledge that neither any documents or information that you send us, nor the fact that we may then have paid you part of the Grant, will affect our right to rely on the promise in paragraph 1.6 below.
- 1.6. You promise that:
 - 1.6.1. you have the authority to accept the Terms of Grant;
 - 1.6.2. in using that authority you have acted in good faith, in a reasonable and proper way, for a proper purpose, without breaking any procedural requirement and in considering only (and all) relevant considerations; and;
 - 1.6.3. your decision to accept the Terms of Grant is one that any reasonable local authority (applying the laws that are relevant to it) could have reached.

2. Letting Clause

- 2.1. Despite clause 18 of the Standard Terms of Grant, you may lease or let part or parts of the Property for purposes which are consistent with the Approved Usage and for any periods we have first approved. Unless we expressly agree otherwise, the leases or lets must always be at a full market rent and you must use the rental income for the purpose of carrying out the Approved Purposes or generally for the benefit of the Property.

3. Restriction on Title

- 3.1. Within 28 days of the date of Permission to Start, you must apply to the Land Registry for a restriction to be entered using the following wording:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Trustees of the National Heritage Memorial Fund of Mezzanine

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Floor (North), International House, St Katharine's Way, London E1W 1UN or their conveyancer."

- 3.2. Your solicitor must forward us updated Office Copies once the restriction has been registered at HM Land Registry.
- 3.3. Within 6 months of Permission to Start you will submit a revised and costed Habitat Management Plan and updated Management and Maintenance Plan for the project.
- 3.4. We acknowledge that under The Somerset (Structural Changes) Order 2022 South Somerset District Council will cease to exist and be replaced by a unitary authority to be known as the Somerset Council. Unless it is confirmed in writing by your Legal Department that our contract with South Somerset District Council will transfer automatically by operation of law to Somerset Council we will require you and Somerset Council to enter into a deed of novation transferring the rights and obligations of the contract to Somerset Council with effect from 1st April 2023.



Yeovil Refresh Scope Change Request

Executive Portfolio Holder:	Cllr. Peter Gubbins, Yeovil Refresh lead
Strategic Director:	Peter Paddon Acting Director, Place and Recovery
Service Manager:	Natalie Fortt, Regeneration Programme Manager
Lead Officers (for report):	Ian Timms, Yeovil Refresh Project Manager
Contact Details:	ian.timms@southsomerset.gov.uk or 01935 462352

Purpose of the Report

1. This report seeks to update the Yeovil Refresh budget in response to the increase of the cost to deliver the public realm improvement works. The report seeks approval from members to change the scope of the project to reflect the current forecasted costs.

Public Interest

2. The report seeks an increase to the Yeovil Refresh budget due to an increase in costs for the Public Realm works. The request includes an allocation of £0.821m from the corporate capital contingency fund. The fund was agreed as part of the 2022/2023 budget set in February 2022 to help to mitigate the risk of cost rises across the capital programme.

Recommendations

3. That Full Council agrees to:
 - a. reallocate £1.2m from the Yeovil Refresh Transport workstream to the Yeovil Refresh Public Realm Workstream;
 - b. a redesign of the Middle Street East section of the public realm;
 - c. the risk management proposal to not ring-fence funds for risks currently rated unlikely;
 - d. allocate £0.821m from the corporate contingency fund to the Yeovil Refresh budget. This would leave the balance remaining of £0.833m in the Corporate Capital Contingency Budget.

National Context

4. High streets and town centres create jobs, nurture small businesses and inject billions of pounds into the county's economy. However, consumer patterns have changed and spending online has significantly increased. Therefore, in order to survive, High Streets need to refocus. The Government has described the need for a renewed emphasis on 'experience' bringing convenience, valuable services and a powerful sense of the community to the fore.



South Somerset District Council

5. The Future High Street Fund (FHSF) was set up to assist High Streets to adapt to the changing expectation of shoppers and visitors. The council was successful in securing significant funds for Yeovil High Street, as the ambitions set out in the Yeovil Refresh were considered to be transformative and the outcomes sought would ensure the future sustainability of the town centre.

Strategic Case

6. Yeovil is South Somerset's main retail and leisure centre, serving a population of approximately 167,900 and a catchment extending into Mendip District to the north and Dorset to the south and east. However, the town centre does not deliver the scale and range of retail, leisure, civic and other facilities expected of a principal centre of its size.
7. Yeovil is required to support 47% of South Somerset's housing need, equivalent to 7,441 homes and the difficulties in delivering housing have prevented the town centre achieving its potential. Unlocking town centre sites by addressing viability constraints will deliver much needed housing to support the sustainability and vitality of Yeovil's town centre.
8. Therefore, the Yeovil Refresh aims to deliver a comprehensive package of public realm improvements to transform the visitor experience, increase pedestrian safety and provide a new multi-use square for events and activities. This investment will also access and stimulate investor confidence in adjacent empty units.
9. The development investment will now be concentrated in the heart of the town centre, focussing on existing derelict and vacant buildings that are prevented from coming forward because of abnormal development costs. These buildings are sited at key Gateways within the High Street and their current dilapidated condition and boarded windows have a hugely detrimental effect on the High Street. Bringing forward much needed housing in the heart of Yeovil will also help to ensure the towns future sustainability. A large town centre population enabled by these investments will stimulate much needed footfall with associated multiplier effects, helping to generate greater levels of activity, regeneration and accelerated economic growth.

Background

10. The Yeovil Refresh is an ambitious programme seeking to transform the town centre through a range of projects and interventions. The programme is split into four themes which will be delivered by a number of different stakeholders. These are broadly defined as.
 - **Developments.** This relates to bringing forward empty buildings and stalled development sites within the town centre.
 - **Public Realm enhancements.** Improvements to core streets including Westminster Street, High Street, Borough, Middle Street, Triangle and Wyndham Street area. This will create a better shared space which will be greener and easier to navigate. A new events square will be created at the Triangle.



South Somerset District Council

- **Transport system changes.** Changes to road systems, additional cycle ways, improved walking routes, review of bus routes, car parking improvements and possible highways junctions.
- **Soft interventions.** This includes events programmes, markets, management of spaces in the town, evening economy changes and a range of other economic activities.

Current Financial Situation – Public Realm

Overall Financial Situation

11. The construction of the street sections is funded from three main sources and supported by the broader Yeovil Refresh budget.
 1. Westminster Street – SSDC
 2. Triangle and Wine Street – SSDC/ FHSF/Community Infrastructure Levy (CIL)
 3. Middle Street – SSDC/FHSF
 4. High Street and Borough – SSDC/FHSF
 5. Wyndham Street area - Section 106 funds and CIL
12. These sections are supported by a contingency budget allocated at the Full Council Meeting in February 2022. The Council has also identified an ear marked reserve to deal with the potential loss of FHSF for public realm works.
13. In total the Public Realm budget approved by Full Council is £11,220,000.
14. Sections 1 & 2 are currently being constructed and work will commence 16th January 2023 on the High Street section.
15. There are national and international issues that are currently impacting the cost of delivering construction projects, these include high levels of inflation, labour shortages and availability of materials.
16. There are also project specific risks in undertaking groundwork which include undefined costs of utility diversions, delays caused by other statutory organisations such as utility companies and Highways, and unexpected underground discoveries such as cellars, unmapped services and contaminated material.
17. Unfortunately, in the course of delivering the public realm works, all of the potential above risks have occurred and this has resulted in a significant impact on the cost of delivery.

Site Specific Costs

18. Costs are being experienced across the various sites relating to ground conditions created primarily by utility work or discovery of unknown structures for example cellars which have not appeared on mapping or using non- invasive surveys.

Westminster Street

19. The street was split into two sections with the South side now being substantively completed. There is a remaining BT chamber in the footway that requires attention but this work is programmed to be completed over the next few weeks.
20. In completing these works a number of defects have been identified relating to work undertaken by the former contractor Midas. Usually these defects would have been rectified under contract with Midas at no cost to the council but with Midas becoming insolvent, these works have been undertaken by the new contractor SWH. This combined with partial construction means that this section cost £414,890.00 to complete in addition to costs already expended to Midas. These costs will form part of the final accounts submitted to Midas administrator but it is unlikely that all these costs will be recoverable.
21. The North side which is now known as phase 2 is under construction. The updated Traffic Management Plan resulted in the need for a complete road closure. Permission for the road closure was granted but only from 7pm at night. Night work has significant cost implications. There are a number of factors which affect this including noise impacts, additional material costs, labour cost increase, reduced efficiencies and traffic management implications. Work can only take place in short shifts between 7pm and 11pm due to noise considerations, which has extended the length of the works programme which also has costs implications for example equipment is required for double the hire period. Liaison has continued with local businesses and residents in the affected area.
22. The projected costs of this section of street are £1.614m. A significant element of this cost, £0.551m relates to the need to work at night. However, these costs are very much the 'worst case scenario' as the project team are working with the contractors to reduce costs wherever possible and the contractors have now begun working in the daytime where possible, so one crew are working at night on the works that require the road to be closed and then another crew is working on the paving areas in the day that do not require heavy machinery to be positioned in the carriageway. This will reduce the forecasted costs and also improve the expected completion date. However, it has not been possible to quantify the level of the savings yet as the new working pattern has only recently been introduced.
23. BT issues in Westminster Street and Wine Street have also created delays and additional costs.

Triangle and Wine Street

Wine Street

24. Construction of Wine Street was problematic due to the changes to BT chambers. The chambers were finally completed in November following escalation of our complaints. This led to damage to paving which we are now pursuing via BT claim mechanisms. The area will be repaved when work is completed by BT in Westminster Street, as this is the most cost-effective way to deliver the work.

Triangle



25. This is an extremely complex area due to the historic road network being a meeting point between Somerset and Devon. This essentially means all utility services pass through the area and are 'main service'. This includes a high pressure water main that feeds the town centre and Yeovil District Hospital. It also includes main high voltage supply for Yeovil Town centre.
26. In order to deliver the civic square four diversions are required. This is a complex logistical challenge, diverting one service is usually challenging.
27. The contractors have also encountered unmapped services which utility companies were unaware of and this means significant additional work and delay costs. The works now require a previously unknown need to carry out a sewer diversion at a cost of £0.552m. This cost is comprised of the work itself, delays, programme costs and impacts on other providers.
28. BT are also, at a late stage requiring a diversion costing circa £70,000 although we hope to recover this specific element via our contractors.
29. Walled up cellars were discovered in August, and the contractors have also now located the underground Victorian toilets. These have both been slabbed over with highway constructed over them.
30. At the time of writing this report there is a significant financial risk associated with this area that if the Temporary Traffic Regulation Orders (TTRO) are not granted in time there will be large delay costs incurred. However, the project team are working with County Highways colleagues to secure the TTRO's in time and remove this risk entirely.
31. The current scaffolding in Middle Street creates issues with the planned travel route, which will result in £0.324m potential costs if the scaffolding remains in situ when the diversionary works are finished and construction of the Triangle recommences. The project team are working with the owner to try to ensure the building is demolished before this date.
32. The big screen costs associated with installation are now defined as £0.201m. This is the full cost including all associated infrastructure and initial maintenance period of two years. The intention is to partially fund the cost through the complementary initiatives budget allocation.

Middle Street

33. There are projected cost increases relating to TTRO delays and site access issues. This is a 'worst case scenario' as the TTRO application is in process, however, the team feel it is prudent to include the financial risk in the current costs until such time as the issues are completely resolved and the risk removed.

Table 1. Forecast of Additional Costs



Street Section	Amount over agreed budget
Westminster Street	£0.965m
Triangle and Wine Street	£2.101m
High Street, Borough and Middle Street	£0.177m
Wyndham Street Area	£0.010m
Additional Design and QS Team Costs	£0.345m
Utility Diversion Costs	£0.628m
Total	£4.226m

34. The above figures are not final actual costs. The figures include identified and costed risks that may or may not materialise as the project progresses.

Change of Scope Request

35. In order to mitigate the impact of the above forecasted costs, the team have undertaken a value engineering exercise that has identified savings of £0.719m.

36. A further workshop is planned to investigate the level of savings that could be made by changing the proposed 'tree pits' in High Street and Middle Street East to raised planting areas. The 'tree pits' entail utility diversions to allow for the tree roots, which the raised areas would not require. These diversions are costly and, as seen elsewhere in the works programme, can cause significant delays which leads to other additional costs. These changes need to be designed and costed but are likely to save at least £0.435m.

37. The current agreed Yeovil Refresh budget includes £1.2m of SSDC funds towards the construction of new cycleways leading in to the town centre. However, the project team have been able to secure external funding of £1.176m towards delivering these schemes. Therefore, this report recommends reallocating the original funding to the public realm works as it is no longer required for the active travel workstream.

38. This report also recommends reallocating £0.146m of the complementary initiatives funding towards the large screen that is to be erected in the Triangle.

39. The figures detailed in Table 1 above include costings for all current risks. Some of these risks are extremely unlikely and work is underway to remove them entirely. Therefore, this report recommends removing costs for the following risks:

- TTRO delays - discussions with SCC should have resolved this issue - £0.2m



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- Programme impacts of night work – limited day work now underway - £0.046m
- Reduce utility risk – alternative solution found in Westminster Street - £0.010m
- 47 Middle Street – if building not demolished in time costs would be sought from the owner - £0.324m

40. The changes identified in paras 35 – 41 would still leave £1.127m of the forecasted costs unfunded. Work has yet to begin on the Middle Street East section and if this work was removed from the current works programme it would generate an additional saving of £1.459m. However, it would reduce the scope of the project and therefore significantly reduce the intended outcomes. The project team are therefore proposing to alter the designs for this area with the aim of reducing the costs in the region of £0.7m. This work needs to be designed and costed yet but the proposal was supported by the Yeovil Refresh Board at the meeting held on 13th December 2022.

41. If the above redesign does indeed generate the level of cost reduction suggested, then the remaining potentially unfunded costs would be £0.427m.

Financial Implications and Risks

Future Risks

42. The reduction of the unfunded forecasted amount to £0.427m includes utilising all of the available project contingency. However, there are risks that are extremely likely to be realized as we continue with the construction works. Therefore, it would be prudent to include a project contingency as detailed in Table 2.

Table 2 – Future Contingency

Further Risks	Contract	Estimated Costs
Discovery of unknown services	Westminster Street Phase 2	£ 25,000
Contaminated material	Westminster Street Phase 2	£ 20,000
Contaminated material	Triangle & Wine Street	£ 10,000
Further Utility Delays	Triangle & Wine Street	£ 50,000
Contaminated material	Middle Street	£ 160,000
Discovery of unknown services	Middle Street	£ 80,000

Contingency for unknown risks	Overall	£	150,000
	Total Contingency Required	£	395,000

43. This would leave an outstanding funding requirement of an estimated £0.821m.

Financial Implications

Table 3 – Proposed Changes to Agreed Budget

	Budget approved by Council in February 2022	Revisions agreed in August 2022	Proposed Changes
	£000	£000	£000
Public realm enhancement works	10,329	11,220	2,021
Transport system changes	1,586	0	- 24
Major Projects	9,323	0	0
Budget increase to purchase potential property	600	- 600	0
TOTAL BUDGET	21,838	22,129	24,122

44. The current approved capital budget for the Yeovil Refresh is £22.129m. This report requests a budget increase of £1.997m making the revised budget £24.122m. The requested increase consists of £1.176m of external funding and £0.821m from the corporate capital contingency fund.

45 The corporate capital contingency fund of £4m was approved by Full Council in February 2022 as part of the 2022/23 capital programme. Therefore, the approval of the £0.821m from the contingency fund does not result in additional financial implications to the Council. This would leave the balance remaining of £0.833m in the Corporate Capital Contingency Budget.

Legal implications (if any) and details of Statutory Powers

46 The recommendations will update the budget approach and value related to Yeovil Refresh. This will ensure compliance with the council's standing orders and financial regulations.

Council Plan Implications

47 The delivery of Yeovil Refresh forms part of Priority Project 2 of the Council Plan. This report therefore directly links to and supports this priority.



Carbon Emissions and Climate Change Implications

48 None identified.

Equality and Diversity Implications

49 The Refresh itself has been subject to consultation on a number of occasions. Specific projects are also subject to full Equality Impact Assessments with appropriate adjustments being made to projects in line with identified issues. This report itself has no direct implications as it relates to financing approach but has been reviewed in line with Council policy to ensure consideration of these issues.

Privacy Impact Assessment

50 There are no identified issues relating to this matter.

Background Papers

51 Reports to District Executive: 05 January 2023, 04 August 2022, 09 June 2022

Equality Impact Relevance Check Form



The Public Sector Equality Duty requires us to eliminate discrimination, advance equality of opportunity and foster good relations with protected groups. This tool will identify the equalities relevance of a proposal, and establish whether a full Equality Impact Assessment will be required.

What is the proposal?	
Name of the proposal	Change of Scope Yeovil Refresh project and budget
Type of proposal (new or changed Strategy, policy, project, service or budget):	Revised budget and re-prioritisation of scope
Brief description of the proposal:	Value engineering and re-alignment of budget
Name of lead officer:	Ian Timms

You should consider whether the proposal has the potential to negatively impact on citizens or staff in the following ways:

- Access to or participation in a service,
- Levels of representation in our workforce, or
- Reducing quality of life (i.e. health, education, standard of living)

A negative impact is any change that could be considered detrimental. If a negative impact is imposed on any citizens or staff with protected characteristics, the Council has a legal duty to undertake a full Equality Impact Assessment.

Could your proposal negatively impact citizens with protected characteristics? (This includes service users and the wider community)	NO
Could your proposal negatively impact staff with protected characteristics? (i.e. reduction in posts, changes to working hours or locations, changes in pay)	NO

Is a full Equality Impact Assessment required?	NO
If Yes, Please provide a brief description of where there may be negative impacts, and for whom. Then complete a full Equality Impact assessment Form	
If No, Please set out your justification for why not.	
The overall change in scope does not result in any material change that would lead to negative impacts for residents sharing protected characteristics. The report sets out elements of value engineering that will take place and a reprofiling of the budget but does not reduce any of the proposed outcomes of the project. A full EIA is, therefore, not required.	
Service Director / Manager sign-off and date	N Fortt 20/12/22
Equalities Officer sign-off and date	Dave Crisfield 20 th December 2022

Duties of the Chief Finance Officer (Section 151 Officer)

Executive Portfolio Holder: Peter Seib, Finance and Legal Services
SLT lead: Jane Portman, Chief Executive
Contact Details: Jane.Portman@southsomerset.gov.uk

Purpose of the Report

1. The purpose of this report is to inform members that the statutory duties of the Chief Finance Officer (Section 151 Officer) will be assigned to Nicola Hix during the period of annual leave of the Chief Finance Officer, Karen Watling, from 4th February 2023 until 31st March 2023.

Forward Plan

2. This report did not appear on the Full Council Forward Plan as the arrangements required to cover the statutory duties of the Chief Finance Officer (Section 151 Officer) arose after the date of the last meeting.

Public Interest

3. There is a legal requirement for the Council to appoint three “Statutory Officers”. These are the Head of Paid Service (Chief Executive), the Monitoring Officer, and the Section 151 Officer / Chief Finance Officer (CFO). The latter has a number of statutory duties and responsibilities relating to the Council’s financial strategy and the arrangements for effective financial management and governance, as well as being the Council’s most senior financial adviser.

Recommendations

4. That Council note that the Chief Finance Officer, Karen Watling, has nominated Nicola Hix, Director of Strategy, Support Services and Environmental Services, to act in her absence and fulfil her statutory duties as Section 151 Officer during her annual leave from 4th February 2023 until 31st March 2023.

Background

5. Section 151 of the Local Government Act 1972 requires local authorities to make arrangements for the proper administration of their financial affairs and appoint an officer to have responsibility for those arrangements.



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6. A Section 151 officer's duties must be carried out personally and they are required by section 114(6) of the Local Government Finance Act 1988 to nominate a person to act in their absence.
7. The officer appointed in this role must, by virtue of section 113 of the Local Government Finance Act 1988, be a member of a specified accountancy body. This officer is therefore bound both by professional and ethical standards and by specific legislative responsibilities. The latter includes the following:
 - To issue a report to all the local authority's members and the External Auditor, under section 114 of the 1988 Act, in consultation with the monitoring officer and head of paid service, if the council or one of its officers:
 - Has made, or is about to make, a decision which involves incurring unlawful expenditure or an unbalanced budget.
 - Has taken, or is about to take, an unlawful action which has resulted or would result in a loss or deficiency to the authority.
 - Is about to make an unlawful entry in the authority's accounts.
 - To report to the authority, at the time the budget is considered and the council tax set, on the robustness of the budget estimates and the adequacy of financial reserves as required by section 25 of the Local Government Act 2003.
 - To undertake the responsibilities relating to accounting records and supporting information, control systems and the statement of accounts as required under the Accounts and Audit Regulations 2003 (England and Wales).
 - To be alert, along with the Monitoring Officer and Head of Paid Service, to the 'Wednesbury' rules which emphasise the importance of ensuring that when developing policy all relevant matters are properly considered.
 - Ensure compliance with CIPFA's (Chartered Institute of Public Finance & Accountancy) *Prudential Code for Capital Finance in Local Authorities* and CIPFA's *Treasury Management in the Public Services Code of Practice*.
8. CIPFA has issued a guidance statement on this role (*Role of the Chief Finance Officer in Local Government*, 2016) and recommends that the person undertaking this role:
 - Is a key member of the leadership team, helping it to develop and implement strategy and to resource and deliver the organisation's strategic objectives sustainably and in the public interest.
 - Must be actively involved in, and able to bring influence to bear on, all material business decisions to ensure immediate and longer-term implications, opportunities and risks are fully considered, and alignment with the organisation's financial strategy.



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- Must lead the promotion and delivery by the whole organisation of good financial management so that public money is always safeguarded and used appropriately, economically, efficiently, and effectively.
- To deliver these responsibilities the CFO: must lead and direct a finance function that is resourced to be fit for purpose and must be professionally qualified and suitably experienced.

The nomination arrangements

9. Karen Watling was appointed by Full Council to undertake the Section 151 role on a fixed term basis (starting 1st November 2021 until 31st March 2023) having held the position on an interim basis from March 2021. The role title was changed to Chief Finance Officer with the role reporting directly to the Chief Executive.
10. Karen has built up significant untaken annual leave during her contract as a direct result of the work requirements at SSDC as well the Local Government Reorganisation (LGR) programme. Much of the work she has delivered has had inflexible deadlines for completion. In addition, the nature of the work needed her direct involvement due its complexity and knowledge requirements, so could not be easily delegated particularly given that the finance team is now largely staffed by interim appointments.
11. Karen has completed the key major pieces of work she has been directly leading on or been involved in, which have now finished, including leading on the 2022/23 revised budget proposals for SSDC that were agreed by Council in December 2021 and preparing the Non-Treasury Management Investment Strategy (including the commercial property) for the new Somerset Council.
12. Given that SSDC will only have two months left before vesting day, it has been agreed that she will take her annual leave entitlement before the end of her contract, and her final working day will be Friday 3rd February 2023.
13. To cover this period of absence, Nicola Hix, Director of Strategy, Support Services and Environmental Services has been nominated under section 114 to fulfil the statutory Section 151 duties.
14. Nicola is a suitably qualified nominee, who has previously undertaken these duties for an interim period and
 - has a detailed knowledge of the council's finances and ways of working.
 - previously held the post of Deputy Finance Officer.
 - is already a valued member of the Council's Strategic Leadership Team.
 - is working on the Local Government Reorganisation (LGR) programme team which is leading the introduction of the new council's finance system.



15. Paul Matravers, the Deputy s151 officer, will continue to lead the finance team on the audit work needed with Grant Thornton for the 2021/22 accounts and the Q3 budget monitoring process.

Financial Implications

16. There are no financial implications of this report.

Background Papers

Appointment of S151 Officer Report to Full Council in October 2021



Report of Executive Decisions

Executive Portfolio Holder: Val Keitch, Leader of Council, Strategy
Director: Jill Byron, Monitoring Officer
Lead Officer: Angela Cox, Democratic Services Specialist
Contact Details: angela.cox@southsomerset.gov.uk or (01935) 462148

Purpose of the Report

This report is submitted for information and summarises decisions taken by the Chief Executive, Portfolio Holders and District Executive Committee since the last meeting of Council in December 2022.

Members are invited to ask any questions of the Portfolio Holders.

Background Papers

All Published

Appendix A – January 2023

Portfolio	Subject	Decision	Taken By	Date
Yeovil Refresh Lead	Yeovil Refresh Scope Change Request	This report was recommended to Council and appears elsewhere on the agenda.		
Protecting Core Services	Update on Section 106 Schemes	District Executive agreed:- a. to note the contents of the Section 106 report, and the excellent work done by officers to move towards the new computer system in preparation for the Unitary Council; b. that the report be circulated to all Area Chairman and Members to seek assistance in identifying any missing data. At the Area Chairman's discretion the report be presented to the relevant Area Committee for a collated response.	District Executive	05/01/23
Economic Development including Commercial Strategy	Investment Asset Update Report	District Executive:- a. noted the continuing performance of the commercial investments of the Council; b. noted the gross return being achieved across the investment property portfolio which is in line with the Council's target of 7%; c. noted that the net return from SSDC's investments was currently being reviewed for the new Somerset Council, along with the other three district councils' investments. This was to comply with the revised Prudential Code. This review would be presented to Somerset County Council's Executive meeting on 18th January 2023 in the Non-Treasury Investment Strategy.	District Executive	05/01/23
Economic Development including Commercial Strategy	Report in Investment Property Lease Renewal	District Executive:- a. noted the details of the investment property lease renewal as set out in the confidential appendix; b. noted that approval had already been obtained	District Executive	05/01/23

Portfolio	Subject	Decision	Taken By	Date
		<p>from Disposals Assessment Group (DAG);</p> <p>c. approved the lease surrender and re-grant transaction as set out in the confidential appendix and delegated the detailed approval of the lease and agreement to the Commercial Property, Land and Development Manager in consultation with the Monitoring Officer.</p>		
Health & Wellbeing	Somerset's Cultural Flagship Venue – Permission to tender (Confidential)	This report was recommended to Council and appears elsewhere on the agenda.		



Audit Committee

Committee Chairman: Cllr Mike Hewitson
Lead Officer: Karen Watling, Section 151 Officer
Contact Details: karen.watling@southsomerset.gov.uk

This report summarises the items considered by the Audit Committee since the last report to Council in December 2022. The Audit Committee has met once, on 15 December 2022, and a verbal update on finalisation of the 2020/21 Statement of Accounts was provided to the Full Council meeting on 15 December 2022.

The draft minutes of the December meeting can be viewed at:
<https://modgov.southsomerset.gov.uk/ieListDocuments.aspx?CId=135&MId=3208&Ver=4>

Below are the items that have been considered.

15 December 2022

- 2020-21 Annual Governance Statement
- Audit Findings Report 2020/21
- Statement of Accounts 2020/21
- Certification of Claims Report
- 2022/23 Treasury Management Mid-Year Performance Report and Strategy Update

The next meeting is scheduled to take place on Thursday 26 January 2023 at 10.00am.

Mike Hewitson
Chairman of Audit Committee



Scrutiny Committee

Committee Chairman: Cllr Gerard Tucker
Lead Officer: Stephanie Gold, Scrutiny Specialist
Contact Details: stephanie.gold@southsomerset.gov.uk

This report summarises the work of the Scrutiny Committee since the last report to Council in December 2022.

Since the last report, the committee have met on 3 January to consider the reports going before District Executive and providing 'critical friend' challenge.

Minutes of the committee meetings will be viewable on the website at:
<https://modgov.southsomerset.gov.uk/ieListMeetings.aspx?CIId=141&Year=0>

Gerard Tucker
Chairman of Scrutiny Committee



Date of Next Meeting

Members are asked to note that the next scheduled meeting of the Full Council is a reserve date and will only be engaged if there is business to discuss.

The reserve date is **Thursday, 16th February 2023 at the Council Offices, Brympton Way, Yeovil** and as a virtual meeting using Zoom meeting software **commencing at 7.30 p.m.**

The following month, the scheduled meeting of Full Council will be **Thursday 30th March 2023 at the Council Offices, Brympton Way, Yeovil** and as a virtual meeting using Zoom meeting software **commencing at 7.30 p.m.**



Exclusion of Press and Public

The Full Council Members are asked to agree that the following Agenda items be considered in Closed Session by virtue of the Local Government Act 1972, Schedule 12A under paragraphs 1, 2, 3, 6 and 7:

1. Information relating to any individual
2. Information which is likely to reveal the identity of an individual.
3. Information relating to the financial or business affairs of any particular person (including the authority holding that information).
6. Information which reveals that the authority proposes—
 - (a) to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or
 - (b) to make an order or direction under any enactment.
7. Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

It is considered that the public interest in maintaining the exemption from the Access to Information Rules outweighs the public interest in disclosing the information.

Agenda Item 18

By virtue of paragraph(s) 3, 4 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

By virtue of paragraph(s) 3, 4 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

Agenda Item 19

By virtue of paragraph(s) 1, 2, 6a, 6b, 7 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted