

Decision Report - Executive Decision

Forward Plan Reference: FP/23/06/17

Decision Date – 5 August 2024

Key Decision – yes



Heritage Contract

Executive Member(s): Lead Member for Communities, Housing and Culture

Local Member(s) and Division:

Lead Officer: Elizabeth Dawson – Service Director, Culture

Author: Gavin Fear – Contract and Risk Manager

Contact Details: gavin.fear@somerset.gov.uk

Summary / Background

- 1.1 This report summarises the performance and achievements of the South West Heritage Trust (“the Trust”) for the period of operation from 1 November 2023 to 31 October 2024.
- 1.2 It also addresses the impending expiry of the current five-year contractual Funding Agreement in October 2024 and recommends a renewal of the Grant Agreement with the Trust providing the funding of heritage activities to run concurrent with various lease end dates, the last being 2056.
- 1.3 This implements the savings proposed through the MTFP set out in paper that was presented to executive in February 2024, in which it stated that the contractual Funding Agreement would be reduced by up to £150,000 from the renewal of the contractual funding agreement in October 2024.
- 1.4 The Trust was created in 2014 as an independent charity and limited company dedicated to promoting and caring for the heritage of Somerset and Devon.
- 1.5 Governed by its Memorandum and Articles of Association, its charitable objectives include:
 - Advancement of education
 - Promotion of arts, heritage, culture, and science including by the preservation and safeguarding of such land, buildings, structures, archaeology, objects, records, or books as may be of historic or educational interest or significance; and
 - Provide or assist in the provision of facilities in the interests of social welfare for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disability, financial hardship, or social circumstances with the object of improving their conditions of life.

- 1.6 In 2014, Somerset County Council followed a competitive procurement exercise to enable devolution of the heritage service to the Trust.
- 1.7 The Trust entered into a number of agreements with Somerset County Council (detailed in Appendix A) as follows:
- a Transfer Agreement, pursuant to which the staff, assets, and third-party contracts relating to the heritage services transferred to the Trust;
 - various leases and tenancies at will, pursuant to which SCC granted property interests in the museums and other property to the Trust;
 - a Collections Management Agreement for the Trust to exhibit and care for the Council's Heritage Collection
 - a Grant Agreement, pursuant to which the Trust agreed to provide the 'Agreed Activities' set out in schedule 2 (including management of the museums) in return for annual funding of c.£1.6m for a period of five years, ending on 31 October 2019 (total contract value £8.4m).
- 1.8 The above Grant Agreement arrangement was renewed in 2019 - to continue with the service contract agreement, on the understanding that the Trust would become more self-sufficient over the coming years.
- 1.9 Since 2014 the Trust has delivered the statutory function on behalf of the Council.
- 1.10 The current contractual Funding Agreement expires in October 2024. The Grant Agreement is not a bona fide grant agreement since technically its terms render it a "contract for services" in law and subject to procurement rules (which are not applicable to bona fide grant agreements).
- 1.11 Upon considering advice from Legal Services and Procurement officers it is proposed the renewal of the Grant Agreement contract should be let again to the Trust directly but subject to the issuing of a VEAT Notice to mitigate the risk of challenge. Officers do not propose that an orthodox grant agreement be used in this case because it is important that the Council can impose terms and conditions on the Trust which are incompatible with the grant agreement arrangement.
- 1.12 The above has been suggested as means to reduce risk of the service failing and statutory responsibilities returning to Somerset Council.

2. Recommendations

2.1 That the Executive:

- a. notes the heritage activities carried out by the Trust during the reporting period 1 November 2023 to 31 October 2024.
- b. approves that the Council shall renew its contractual arrangements with the Trust upon same terms save for those set out below and publish an associated Voluntary Ex-Ante Transparency (VEAT) Notice to mitigate risks of legal challenge. Trust New key terms:
 - i. Contract value to be £1,500,000 per annum agreement to deliver statutory services.
 - ii. No contract indexation uplift will be applied.
 - iii. Agreement for the length of the contract to be until 2044, in line with the majority of leases, with the lease on Taunton Castle being the last of twelve leases to expire in 2056. Reserving the current ability to end contractual arrangements every 5 years.
 - iv. A contract review to take place every five years to assess and adjust where necessary:
 - a. Service performance
 - b. Suitability of the arrangement
 - c. Service delivery scope
 - d. Core contract value
 - e. Or to bring the arrangement to an end.
- c. delegates authority to the Executive Director, Community Services to finalise terms and complete the renewed Grant Agreement contract as approved and upon the expiry of the VEAT¹ Notice save unless the Council receives a meritorious challenge whereupon the matter shall be subject to further report to the Council.
- d. delegates authority to Executive Director, Community Services and the Strategic Service Director, Asset Management, to enter into negotiations to align relevant property lease agreements dates, and where appropriate, ensure all terms and conditions are in line with Somerset Council standard clauses.
- e. The case for applying exemption information provision as set out in the Local Government Act 1972, Schedule 12A and therefore treat the attached confidential Appendix F in confidence, as it contains commercially sensitive information, and as the case for the public interest in maintaining the exemption outweighs the public interest in disclosing that information.

¹ A Voluntary Ex-Ante Transparency Notice can be published when a contracting authority has chosen a particular route to market for legal or niche product reasons, and chooses to directly award to a supplier for those listed reasons. This route falls under the label of a closed competition tender.

- f. Agrees to exclude the press and public from the meeting where there is any discussion at the meeting regarding Appendix 2 (to be treated as exempt information).

Reasons for recommendations

3.1 The Trust delivers a number of services as well as some statutory responsibilities:

- Statutory Duties:
 - Archive Services
 - Local Studies Services
 - Historic Environment Service
- The non-statutory elements of the SWHT contract are:
 - Museum Services
 - Educational & outreach services
 - Promotional events
 - Museums (i.e.: the Museum of Somerset; Somerset Rural Life Museum; The Somerset Brick and Tile Museum)
 - Heritage Land Assets
 - Other projects (including archaeological)
 - Somerset Archaeological & Natural History Society agreements (SANHS)

3.2 During years of operation the Trust have successfully delivered against the expected key benefits of moving the service to a trust, both for the Heritage Service and for the local authority, including:

- The creation of a more agile organisation, able to adapt to future changes and to innovate.
- The ability to obtain funding from sources not open to local authorities, especially from individuals.
- Financial sustainability and stability based on a funding agreement. This allows for more strategic management of financial change, and the ability to maximise savings in the long-term without radically compromising service delivery.
- Independence from the local authority has enabled the ability to shape the destiny of the service through a more focused and business-like management structure which allows for timely decision-making.
- Greater flexibility to adapt to the needs of audiences and communities.
- The opportunity for cultural change within the organisation, particularly a move to a more business focussed culture.
- Scope to develop new partnerships and working relationships.
- An ability to build a strong heritage brand to maximise cultural and marketing opportunities.

- 3.3 The reduction in funding is as a result of the MTFP proposal previously put forward to Council as part of the financial emergency primarily to reduce the service to a statutory function only allowing for discretionary services where possible. This created a substantial impact for the Trust, raising a concern around the viability of the service, this is further outlined in Appendix F.
- 3.4 Upon careful review of the market, and to ensure that the continuance of a viable and reliable service delivery is maintained in the current challenging fiscal environment, the Council and its officers believe, in all good faith, that the only option available to it is to renew the Grant Agreement contract with the Trust. This step will also obviate the need to terminate or assign the various lease arrangements underpinning arrangements. However, to ensure the renewal of the Grant Agreement complies with procurement law, and the Council's CPRs, it will be necessary to publish these intentions via a VEAT Notice and only complete the contract after the stand still period during which any potential competitors can express concerns and/or challenge the proposal.

Other options considered.

4.1 Renewal of the Contract Agreement without a VEAT Notice.

Despite being labelled a 'Grant Agreement', the current agreement with the Trust is likely to be viewed by the court as a public service contract. If the Council directly awards a new agreement to the Trust on the same or similar terms without advertising the opportunity to the market via the VEAT Notice, this would constitute a breach of the Council's Contract Procedure Rules and Standing Orders and the Procurement Regulations and would expose the Council to the risk of challenge by another operator.

4.2 Direct Grant Award to the Trust

The Trust has stated they would be looking for a contract, as they would be liable for the VAT through a grant agreement, and as such would not be able to continue as a viable entity, requiring the Council bring the service in-house at a significant cost.

4.3 Implementation of a Teckal Company through the Trust

Given the difficulties with the conflicting long leases to the Trust, there would be an option to continue the contract with the Trust for heritage services, under a 'Teckal' or in-house exemption, codified in Regulation 12 of the 2015 Regulations.

- 4.4 This exemption would permit a contracting authority, (the Council), to award a public contract to a company over which it exercises significant control without running a procurement process. The Regulations say that the contracting authority must exercise "*a decisive influence over both the strategic objectives and significant decisions*" of the company.

- 4.5 In the context of the Trust, this would require that the composition of the board is altered so that SC has the majority of membership of the board of directors, (according to Companies House records², there is currently only one Somerset Council member on the board of the Trust – Cllr. Ros Wyke; there is also one Devon County Council member, Andrea Davis).
- 4.6 The articles of association may also need to be amended to demonstrate that the Council has the requisite level of control over the Trust.
- 4.7 In order to utilise the exemption the controlled company must carry out more than 80% of its activities for the contracting authority, meaning any trading activity carried out by the Trust, (and any services provided to other authorities), would have to be limited to no more than 20%.
- 4.8 This would present an effective takeover of the Trust, with the risks and any costs not accounted for potentially passing to the council. This is not a financially viable solution given that the Council has declared a financial emergency and is seeking to reduce outgoings. It would also require the agreement of the Trust owners to agree to transfer control to the Council. This has been put forward as an option and has been rejected by the Trust on the grounds other Local Authority Council partners would be at a disadvantage.

Links to Council Plan and Medium-Term Financial Plan

- 5.1 These are detailed in appendix B, which details the Medium-Term Financial Plan submitted to full council in March 2024. The full breakdown of the spending plan with the reduction has been outlined below, with the saving achieved in line with the proposed MTFP saving presented to executive in Feb 2024.

| 2023 | 2024 | | | | 2025 | | | |
|------------|-----------|-----------|-----------|------------|-----------|-----------|-----------|--|
| Nov – Jan | Feb – Apr | May – Jul | Aug – Oct | Nov – Jan | Feb – Apr | May – Jul | Aug – Oct | |
| £1,626,688 | | | | £1,500,000 | | | | |
| £406,672 | £406,672 | £406,672 | £406,672 | £375,000 | £375,000 | £375,000 | £375,000 | |

Financial and Risk Implications

- 6.1 With the grant agreement contract renewal, (there are other adjunctive contracts between the Trust and Somerset Council), costs to the Council are restricted to:
- Grant agreement Contract Costs.
 - Insurance Costs, (excluding building insurance).

² <https://register-of-charities.charitycommission.gov.uk/charity-search/-/charity-details/5048720/trustees>

- Business Rate Costs, (currently a reduced rate due to the charitable status of the Trust).
 - Costs for Hard Facilities Management on some buildings are absorbed by the Council through the Leases in place.
 - There are lease arrangements in place with the South West Heritage Trust, which set out the Trust has repairs and maintenance liability for the portfolio. These lease arrangements will be reviewed and agreed separately, with the objective of ensuring the costs of repairs and maintenance fall to the Trust in the first instance, with transitional funding arrangements in place where these are affordable and appropriate for the council. The historic arrangement of a capped liability for the Trust will cease.
- 6.2 Should the contract not be renewed, the cost to the Council would be considerably more, given all sites would transfer back to the Council, a number of staff would be TUPE'd into the organisation, given estimated costs of:
- Staff Costs
 - Business Rates, (at full value)
 - Building Insurance Costs
 - Running costs of the buildings
 - Funding agreement costs, (Clawback, or required expenditure), put in place through third parties would be transferred back to the Council.
- 6.3 These costs were absorbed by the Trust recuperating the financial burden through other third-party agreements.

6.4 Key Risks

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| Increased contract costs | | | | | |
| Should the contract be put out to open tender, there is a likelihood that costs will increase. | | | | | |
| Likelihood | 4 | Impact | 5 | Risk Score | 20 |
| Increased service costs | | | | | |

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| Grant clawback from grant funders | | | | | |
| Reduction in available funds to the Trust which may impact contracted services. | | | | | |
| Likelihood | 3 | Impact | 5 | Risk Score | 15 |
| Reduction in scope of services the Trust provides. | | | | | |

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| Supplier challenge to direct award of contract to the South West Heritage Trust | | | | | |
| Direct award of a contract to the Trust via a Voluntary Ex Ante Transparency notice. | | | | | |
| Likelihood | 2 | Impact | 5 | Risk Score | 10 |
| The Council would need to revert to going to open market, and a short-term contract put in place with the Trust while this takes place. | | | | | |

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| Contract procurement exercise. | | | | | |
| Should option three be selected there is Insufficient time to undergo a full procurement exercise. | | | | | |
| Likelihood | 2 | Impact | 5 | Risk Score | 10 |
| Short-term alternative solutions would need to be sought to continue the statutory functions. | | | | | |

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| Contract procurement exercise. | | | | | |
| The complicated lease positions with the Trust, Somerset Buildings Preservation Trust, SANHS and others could mean that Head leases may be reverted to the Council. | | | | | |
| Likelihood | 2 | Impact | 5 | Risk Score | 10 |
| Resulting insolvency due to a reduction in funding, meaning that SC will obtain significant R&M liabilities for properties, including scheduled monuments and listed properties. | | | | | |

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| Lease changes to ensure full repair/ maintenance costs resides with the Trust. | | | | | |
| The building repair maintenance liabilities are with the heritage trust. Currently by separate arrangement capped with Somerset Council absorbing a significant portion of building repairs costs. | | | | | |
| Likelihood | 3 | Impact | 5 | Risk Score | 15 |
| Potential adverse effect on the ongoing viability of the Trust, meaning that the property assets may not be maintained, and SC will obtain significant R&M liabilities for properties, including scheduled monuments and listed properties. | | | | | |

Ability of the trust to raise other unrestricted funds.

Reduction of funding

| | | | | | |
|-------------------|----------|---------------|----------|-------------------|-----------|
| Likelihood | 3 | Impact | 4 | Risk Score | 15 |
|-------------------|----------|---------------|----------|-------------------|-----------|

Adverse effect on the ongoing viability of the Trust due to resultant reduction in the ability to raise other unrestricted funds.

The Trust continue to be a going concern and become insolvent

If the Trust fail to continue to be a going concern and become insolvent, the statutory services and grant funded obligations will continue to need to be serviced.

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| Likelihood | 3 | Impact | 5 | Risk Score | 15 |
|-------------------|----------|---------------|----------|-------------------|-----------|

This could result in a TUPE situation of staff, increasing staff costs, pension strain costs etc. There is currently no service for the staff to TUPE into which will increase the management overhead

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| Reduction in scope of services the Trust provide. | | | | | |
| Reputational risk | | | | | |
| Likelihood | 3 | Impact | 3 | Risk Score | 9 |
| The reputation risk due to the removal of service for socially disadvantaged people, and other groups with special characteristics. | | | | | |

Legal Implications

- 7.1 While it is recommended to align with the Council's Contract Procedure in publishing a Voluntary Ex-Ante Transparency Notice and direct awarding a contract to the South West Heritage Trust, the publishing of a VEAT Notice does not completely remove the risk to of a legal challenge to the direct award. It does help to crystalise the time in which a challenge can be made. The report explains that officers believe no alternative supplier can and/or would take on this contract for services. On that basis the proposal set out is sound. However, in the event of a meritorious challenge – to be reviewed by Legal Services – officers will have no authority to complete the contract and are required to refer matters back to the Executive for discussion and decisions on further recommendations.

HR Implications

- 8.1 None.

Other Implications:

Equalities Implications

- 9.1 An Equalities Impact Assessment has been completed and reviewed by the Equalities Team. This has been attached as Appendix C.

Community Safety Implications

- 10.1 There are no perceived implications.

Climate Change and Sustainability Implications

- 11.1 Each Trust site is managed carefully to ensure that its environmental footprint is minimised.
- 11.2 The Somerset and Devon Heritage Centres provide central repositories for parish and Diocesan records from the two counties. Bringing these important historic collections together in A+ rated buildings has actively reduced the collective emissions previously produced by maintaining many hundreds of sub-standard parish-based storage facilities.
- 11.3 The Trust looks after two Grade 1 listed buildings and a Victorian farmhouse, ensuring they continue to be at the heart of their communities and maintained in the best condition.
- 11.4 The Historic Environment Conservation Service is an active voice to ensure that developers operate ethically to conserve the built heritage for the future and to make it economically and environmentally viable.
- 11.5 Staff are actively encouraged to cycle to work and are provided with secure cycle storage, shower facilities and a salary sacrifice-assisted cycle purchase scheme.
- 11.6 The Trust manages more than 400 acres of historic landscape sites across Somerset which provide mainly open access enjoyment to the public. The sites also provide ecosystem services and offset more than 25% of the total carbon emissions produced by the Trust.

Health and Safety Implications

- 12.1 There are no perceived implications.

Health and Wellbeing Implications

- 13.1 According to data from Somerset Council's economy and planning team, In 2021, 16.8%, (91,700), of Somerset's population were under 16 years of age, and 24.9%, (147,724), were aged 65 and over, ([Population Overview - Somerset Trends](#))
- 13.2 At £30.294, median annual full-time earnings in Somerset (2022) are lower than they are both regionally and nationally, Somerset's part-time workers earnings are also lower than the South West and Nationally. Somerset is generally better than the national average in terms of overall levels of deprivation, though since 2015 there has been a slight shift towards greater deprivation in Somerset relative to the rest of England, particularly in relation to the quality of housing, ([Indices of Deprivation 2019](#) & [Population Overview - Somerset Trends](#))

- 13.3 The latest figures from the Trust annual report indicate that in the period 2022-2023 there have been:
- 103,941 visitors to the various sites during the four months they were open, indicating that in an ordinary year, there is a potential to receive over 300,000 people to those sites.
 - 584 School learning sessions, with 16,028 in attendance at the learning sessions
 - 659 Activities and events, with 25,049 in attendance at those events.
 - 1,966.46 days, (7.5 hour days), of volunteer time for the Trust services.
- 13.4 This indicates a significant number of people could be affected by the proposed changes to the Trust contract, these primarily being, the school attendees, and those, (generally older), volunteers who use the Trust as a means to 'touch base' with society.
- 13.5 While no empirical dataset exists to draw parallels on the visitors to the sites, it would be a logical step to assume that the majority of those people are either tourists and/or those not in work, (around 41.7% of the population, assuming these to be either school age, or 65 and over.

Social Value

- 14.1 The Trust demonstrates the social value of its services in a wide range of ways, and expresses its commitment to the principle of social value in its strategic documents, including its five-year plan 'Moving Forward', and its Audience Development and Equalities strategies (<https://swheritage.org.uk/about-us/strategic-documents/>).
- 14.2 Supported by funding from Arts Council England, the Trust's Learning Service provides opportunities for people of all ages, including those with learning disabilities or affected by dementia. In 2022-23, 16,000 children participated in workshops for Key Stages 1 and 2 and in addition the Trust, through its Loans for Learning Service, makes authentic heritage objects available to schools for use in the classroom. A range of partnership projects to enhance learning take place with primary and secondary schools as well as with further and higher education institutions.
- 14.3 The Trust's services are major contributors to personal wellbeing and a sense of place, making available to thousands of people every year the rich resources of Somerset history represented in museum, archive and local studies collections and through online resources including the Historic Environment Record. Services are accessible and seek to address issues of diversity as well as to promote and enable equality of opportunity for everyone. The Trust's Social Prescribing initiatives, supported by funding from Arts Council England, make Somerset's heritage an increasingly important contributor to the wellbeing of audiences who are isolated, disadvantaged or underserved.
- 14.4 A large community of knowledgeable and dedicated volunteers are crucial to delivering a range of heritage experiences. Volunteering also contributes directly to people's physical, emotional and mental wellbeing. The Trust seeks to ensure that volunteering takes place in an environment which is inclusive and which supports and respects the needs of individuals.
- 14.5 Experiencing heritage enhances wellbeing and brings people together, whether through learning activities for children, access to inspirational art and exhibitions, the discovery of family or community history, dementia-friendly reminiscence sessions or visiting a landscape site.

Scrutiny comments / recommendations:

15.1 Any recommendations will be provided through a supplementary update.

Background

16.1 Listed below are the services which are provided to the public via agreements with the Trust and overseen by the Cultural Services team.

- Statutory Duties:
 - Archive Services
 - Local Studies Services
 - Historic Environment Service
- The non-statutory elements of the Trust contract (cost of c£150,000) are:
 - Museum Services
 - Educational & outreach services
 - Promotional events
 - Museums (i.e.: the Museum of Somerset; Somerset Rural Life Museum; The Somerset Brick and Tile Museum)
 - Heritage Land Assets
 - Other projects (including archaeological)
 - Somerset Archaeological & Natural History Society agreements (SANHS)

16.2 Agreements in place

16.3 In 2014, Somerset County Council entered into agreements with the Trust relating to its heritage services including the following:

- 16.4 • a Transfer Agreement, pursuant to which the staff, assets, and third-party contracts relating to the heritage services transferred to the Trust;
- 16.5 • leases and tenancies at will, pursuant to which SCC granted property interests in the museums and other property to the Trust;
- 16.6 • a Collections Management Agreement for the Trust to exhibit and care for the Council's Heritage Collection

- 16.7
- a Grant Agreement by which the Trust agreed to provide the 'Agreed Activities'. The renewable 5-year funding agreement between the Trust and the Council currently runs from 1 November 2019 to 31 October 2024. It is the second such five-year agreement to have been entered into since the creation of the Trust in 2014. The stated basis of the agreement is that the arrangements it sets out should be resilient, long-term, and founded on the continuing cooperation of the parties.
 - The current annual value of the Grant Agreement is £1,626,688 a year. This is a cash-limited sum with no provision for inflation, and as a result the agreement's value has been significantly eroded since 2019.
 - The Grant Agreement commits the Trust to deliver a series of 'Agreed Activities' on behalf of the Council (see Schedule 2 of the agreement), organised under the following high-level priorities:
 - Somerset residents, visitors and other people understand, experience and enjoy the county's heritage
 - Somerset's heritage is protected, conserved and enhanced
 - Somerset's heritage contributes to a sense of place, to health and wellbeing and to the cultural economy

Background Papers

- 17.1 Previous Somerset Council Decisions, (2014 & 2019)
- 17.2 2022/23 SWHT Annual Outcomes Report
- 17.3 2023/24 SWHT Annual Outcomes Report

Appendices

- Appendix A – The Trust Contracts & Leases
- Appendix B – MTFP Saving Plan
- Appendix C – EIA Assessment
- Appendix D – Business Delivery Plan – 2022/25
- Appendix E – 2023/24 Annual Outcomes Report
- Appendix F – Financial Position of the Trust, (Confidential)

Report Sign-Off

| | Officer Name | Date Completed |
|---------------------------------|-----------------------------|----------------|
| Legal & Governance Implications | David Clark | 24 July 2024 |
| Communications | Peter Elliot | 23 July 2024 |
| Finance & Procurement | Nicola Hix | 16 July 2024 |
| Workforce | Dawn Bettridge | 15 July 2024 |
| Asset Management | Oliver Woodhams | 24 July 2024 |
| Executive Director | Chris Hall | 15 July 2024 |
| Strategy & Performance | Alyn Jones | 18 July 2024 |
| Executive Lead Member | Cllr Federica Smith-Roberts | 22 July 2024 |
| Consulted: | Cllr Ros Wyke | 22 July 2024 |
| | Cllr Liz Leyshon | 22 July 2024 |
| Local Division Members | N/A | |
| Opposition Spokesperson, | Cllr. Andy Dingwall | 15 July 2024 |
| Scrutiny Chair | Cllr. Gwil Wren | 15 July 2024 |