

A meeting of the **CABINET** will be held in **CIVIC SUITE 0.1A, PATHFINDER HOUSE, ST MARY'S STREET, HUNTINGDON, PE29 3TN** on **THURSDAY, 22 MARCH 2018** at **7:00 PM** and you are requested to attend for the transaction of the following business:-

**Contact  
(01480)**

## **APOLOGIES**

**1. MINUTES** (Pages 5 - 10)

To approve as a correct record the Minutes of the meetings held on 8th February 2018 and 1st March 2018.

**B Buddle  
388169**

**2. MEMBERS' INTERESTS**

To receive from Members declarations as to disclosable pecuniary and other interests in relation to any Agenda item.

**3. LETTINGS POLICY REVIEW** (Pages 11 - 50)

To review the Council's Lettings Policy and approve amendments as necessary in light of changes in legislation, new statutory guidance and rulings made in the Courts.

**J Collen  
388220**

*(Executive Councillor: Cllr R Fuller)*

**4. GROWTH AND INFRASTRUCTURE PLANNING UPDATE** (Pages 51 - 56)

To provide an update on growth and infrastructure delivery.

**C Kerr  
388430**

*(Executive Councillor: Cllr R Fuller)*

**5. HDC VENTURES - AMENDMENTS TO THE ARTICLES OF ASSOCIATION** (Pages 57 - 86)

To provide an update to the articles of association for HDC Ventures.

**O Morley  
388103**

*(Executive Councillor: Cllr D Brown)*

**6. HUNTINGDONSHIRE DISTRICT COUNCIL GROWTH AND INFRASTRUCTURE THEMATIC GROUP**

Following changes made to the Political Membership of the Council, to amend the membership of the Huntingdonshire District Council Growth and Infrastructure Thematic Group.

**B Buddle  
388169**

Current membership comprises Councillors E R Butler, D B Dew, R Fuller and D A Giles.

(Following the changes to the political membership – the new composition to be 3 Conservatives and 1 Liberal Democrat).

## 7. DEVELOPMENT PLANS POLICY ADVISORY GROUP

Following changes made to the Political Composition of the Council, to amend the membership of the Development Plans Policy Advisory Group.

**B Buddle**  
**388169**

Current membership comprises Councillors C E Bober, P L E Bucknell, E R Butler, Mrs S J Conboy, R Fuller, I D Gardener and P D Reeve.

(Following the changes to the political membership – the new composition to be 4 Conservatives, 1 Liberal Democrat, 1 Independent Group and 1 Independent).

Dated this 14 day of March 2018



Head of Paid Service

### Notes

#### 1. Disclosable Pecuniary Interests

(1) *Members are required to declare any disclosable pecuniary interests and unless you have obtained dispensation, cannot discuss or vote on the matter at the meeting and must also leave the room whilst the matter is being debated or voted on.*

(2) *A Member has a disclosable pecuniary interest if it -*

*(a) relates to you, or*

*(b) is an interest of -*

*(i) your spouse or civil partner; or*

*(ii) a person with whom you are living as husband and wife; or*

*(iii) a person with whom you are living as if you were civil partners*

*and you are aware that the other person has the interest.*

(3) *Disclosable pecuniary interests includes -*

*(a) any employment or profession carried out for profit or gain;*

*(b) any financial benefit received by the Member in respect of expenses incurred carrying out his or her duties as a Member (except from the Council);*

*(c) any current contracts with the Council;*

*(d) any beneficial interest in land/property within the Council's area;*

*(e) any licence for a month or longer to occupy land in the Council's area;*

*(f) any tenancy where the Council is landlord and the Member (or person in (2)(b) above) has a beneficial interest; or*

*(g) a beneficial interest (above the specified level) in the shares of any body which has a place of business or land in the Council's area.*

#### Non-Statutory Disclosable Interests

(4) *If a Member has a non-statutory disclosable interest then you are required to declare that interest, but may remain to discuss and vote providing you do not breach the overall Nolan principles.*

(5) *A Member has a non-statutory disclosable interest where -*

- (a) a decision in relation to the business being considered might reasonably be regarded as affecting the well-being or financial standing of you or a member of your family or a person with whom you have a close association to a greater extent than it would affect the majority of the council tax payers, rate payers or inhabitants of the ward or electoral area for which you have been elected or otherwise of the authority's administrative area, or
- (b) it relates to or is likely to affect a disclosable pecuniary interest, but in respect of a member of your family (other than specified in (2)(b) above) or a person with whom you have a close association, or
- (c) it relates to or is likely to affect any body –
  - (i) exercising functions of a public nature; or
  - (ii) directed to charitable purposes; or
  - (iii) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union) of which you are a Member or in a position of control or management.

and that interest is not a disclosable pecuniary interest.

## **2. Filming, Photography and Recording at Council Meetings**

The District Council supports the principles of openness and transparency in its decision making and permits filming, recording and the taking of photographs at its meetings that are open to the public. It also welcomes the use of social networking and micro-blogging websites (such as Twitter and Facebook) to communicate with people about what is happening at meetings. Arrangements for these activities should operate in accordance with guidelines agreed by the Council and available via the following link [filming, photography and recording at council meetings.pdf](#) or on request from the Democratic Services Team. The Council understands that some members of the public attending its meetings may not wish to be filmed. The Chairman of the meeting will facilitate this preference by ensuring that any such request not to be recorded is respected.

**Please contact Mrs Beccy Buddle, Democratic Services Team, Tel No. 01480 388169/e-mail [Beccy.Buddle@huntingdonshire.gov.uk](mailto:Beccy.Buddle@huntingdonshire.gov.uk) if you have a general query on any Agenda Item, wish to tender your apologies for absence from the meeting, or would like information on any decision taken by the Committee/Panel.**

**Specific enquiries with regard to items on the Agenda should be directed towards the Contact Officer.**

**Members of the public are welcome to attend this meeting as observers except during consideration of confidential or exempt items of business.**

Agenda and enclosures can be viewed on the District Council's website – [www.huntingdonshire.gov.uk](http://www.huntingdonshire.gov.uk) (under Councils and Democracy).

If you would like a translation of Agenda/Minutes/Reports or would like a large text version or an audio version please contact the Elections & Democratic Services Manager and we will try to accommodate your needs.

### **Emergency Procedure**

*In the event of the fire alarm being sounded and on the instruction of the Meeting Administrator, all attendees are requested to vacate the building via the closest emergency exit.*



## HUNTINGDONSHIRE DISTRICT COUNCIL

MINUTES of the meeting of the CABINET held in Civic Suite 0.1A, Pathfinder House, St Mary's Street, Huntingdon, PE29 3TN on Thursday, 8 February 2018.

PRESENT: Councillor G J Bull – Chairman.  
Councillors J A Gray, D Brown, S Cawley, Mrs A Dickinson and R Fuller.

APOLOGY: An apology for absence from the meeting was submitted on behalf of Councillors J E White.

IN ATTENDANCE: Councillor D Tysoe.

### **57. MINUTES**

The Minutes of the meeting held on 18th January 2018 were approved as a correct record and signed by the Chairman.

### **58. MEMBERS' INTERESTS**

No declarations were received.

### **59. FINAL REVENUE BUDGET 2018/19 AND MEDIUM TERM FINANCIAL STRATEGY 2019/20 TO 2022/23**

By way of a report by the Head of Resources (a copy of which is appended in the Minute Book), the Cabinet considered the Final Budget 2018/19 and revised Medium Term Financial Strategy (MTFS) for the period 2019/20 to 2022/23. Executive Councillors welcomed the changes made to the budget following the recommendations at the January meeting of the Cabinet. Attention was drawn to the outcome of consultation with the business and voluntary community, which had been sent to 970 contacts but no responses had been received. Whereupon, it was

RESOLVED

That Council be recommended to approve the

- a) overall Final Budget 2018/19 and Medium Term Financial Strategy 2019/20 to 2022/23 (as attached as Appendix 1 of the report now submitted, including the Revenue Budget at Section 2 and Capital Programme at Section 3); and
- b) new "Plan-on-a-Page" (as attached as Appendix 3 of the report now submitted).

### **60. TREASURY MANAGEMENT STRATEGY 2018/19**

Consideration was given to a report by the Head of Resources, along with its related Appendices (copies of which are appended in the

Minute Book) outlining the 2018/19 Treasury Management Strategy. Cabinet Members were advised that the Council was required by law to approve, on an annual basis, a Treasury Management Strategy; this requirement was within the relevant Codes of Practice issued by the Chartered Institute of Public Finance and Accountancy and other guidance issued by Central Government.

The Executive Councillor for Strategic Resources praised the report and the Cabinet noted their thanks for the dedication and hard work given by those staff members involved. Specific attention was drawn to Table 3, to showcase the Council's indications of borrowing over the Medium Term Financial Strategy. Members were reassured that processes were in place to ensure that borrowing was handled correctly and that the Council be robust. Whereupon, it was

RESOLVED

That Council be recommended to approve the

- a) Treasury Management Policy (as attached in Appendix 2 of the report now submitted);
- b) Treasury Management Strategy (as attached in Appendix 3 of the report now submitted);
- c) Prudential, Treasury Management and CIS Indicators (as attached in Appendix 4 of the report now submitted); and
- d) Annual Minimum Revenue Provision Policy 2018/19 (as attached in Appendix 5 of the report now submitted).

## **61. CORPORATE ENFORCEMENT POLICY**

Executive Councillors were invited to consider a report by the Head of Community, along with its related Appendices (copies of which are appended in the Minute Book) presenting the revised Corporate Enforcement Policy. Members were appraised that the report presented a revised and updated Corporate Enforcement Policy designed to operate across the Council's regulatory services broadly within the remit of the Community and Development Services. The Cabinet praised the hard work and dedication given by those involved in the report. In response to a Member's question, the Head of Community advised that the timescales and processes illustrated in Appendix 1 would be published into the public domain in the interests of being open and transparent. It was also clarified that the policy allowed for better management of expectations and reduced need for customer contact and thus linked in well with the Council's Transformation Programme. Whereupon, it was

RESOLVED

- a) that the Corporate Enforcement Policy Statement (as attached at Appendix A of the report now submitted) and the Corporate Enforcement Policy (as attached at Appendix B of the report now submitted) be endorsed and submitted to the Council;
- b) that the Head of Community and Head of Development be authorised to make minor editorial changes to the Corporate Enforcement Policy Statement (as attached at Appendix A of the report now submitted) and the Corporate Enforcement Policy (as attached at Appendix B of the report now submitted) which by definition make no change to the scope or meaning

- of the Policy;
- c) that the approach taken by the Operational Guidance (as attached at Appendix C of the report now submitted) be endorsed; and
  - d) that the Head of Community and Head of Development, in consultation with the relevant Executive Councillors and Chairmen and Vice Chairmen of the relevant regulatory Committees, be authorised to maintain of the Operational Guidance in light of changes resulting from revocations, amendments, or enactments of relevant statutory provisions; changes in statutory guidance, or best practice.

## **62. CORPORATE RISK REGISTER**

By way of a report by the Internal Audit and Risk Manager (a copy of which is appended in the Minute Book), the Cabinet were presented with the Risk Register as at 15th January 2018. Members were advised that following the approval of the Safeguarding Children and Adults at Risk Policy at the meeting of the Employment Committee on 7th February 2018, the risk levels applied to Risk 147 were predicted to improve. Whereupon, it was

RESOLVED

- a) that the Corporate Risk Register be noted and that no further risks be included; and
- b) that the stated mitigations of risks 147, 237 and 273 be noted and no further mitigation be required.

## **63. INTEGRATED PERFORMANCE REPORT 2017/18 QUARTER 3**

The Cabinet considered a report by the Corporate Team Manager and Finance Manager (a copy of which is appended in the Minute Book) and commented on progress against the Key Actions and Corporate Indicators listed in the Council's Corporate Plan for 2016/18 for the period 1 October – 31 December 2017. The report incorporated progress reporting for current projects being undertaken and Financial Performance Monitoring Suite information at the end of December 2017. The update on the Commercial Investment Strategy included details of investments to date and the level of return that they expected to generate.

Executive Councillors noted that although there were still some actions and projects identified as 'Red' the majority were improving due to increased effectiveness and efficiency. Members were reassured that projects were progressing in the right direction and a more proactive approach to communication had been implemented with new skills introduced.

Having considered the progress contained within the report, it was

RESOLVED

- a) that progress made against Key Activities and Corporate Indicators in the Corporate Plan and current projects, as summarised in Appendices A, B and C of the report now submitted be noted; and

- b) that the financial performance at the end of December 2017, as detailed in the Appendices D – G of the report now submitted and the register of the reviews of Commercial Investment Strategy propositions as detailed at Appendix H of the report now submitted be noted.

**64. EXCLUSION OF PRESS AND PUBLIC**

RESOLVED

that the press and public be excluded from the meeting because the business to be transacted contains information relating to the financial or business affairs of any particular person (including the authority holding that information).

**65. BUSINESS CASE FOR CCTV COMMERCIALISATION**

Consideration was given to a report by the Head of Community and its related Appendices (copies of which are appended in the Annex to the Minute Book) concerning a proposed business case for the Commercialisation of the Council's CCTV Service.

The Head of Community advised Members and the Chairman of the Overview and Scrutiny Panel (Performance and Customers), Councillor D Tysoe, of the expected financial returns and an overview of the proposed commercial partner in the venture. The Cabinet were reassured that this would be a managed and monitored development of the viability that it provided. It was agreed that the venture would be a good fit for the Council's trading company to move forward and that savings could be achieved alongside the development of the service.

Having considered the proposal, the business plan and fully debated the matter, the Cabinet

RESOLVED

that the creation of HDCV Security Services Ltd as a direct Local Authority Trading Company subsidiary of HDC Ventures Limited and the award of contract to Quadrant Security Group Ltd as the commercial partner to deliver the Business Plan for the commercial development of the monitoring services be approved.

Chairman



## HUNTINGDONSHIRE DISTRICT COUNCIL

MINUTES of the meeting of the CABINET held in MD's Meeting Room, Pathfinder House, St Mary's Street, Huntingdon, PE29 3TN on Thursday, 1 March 2018.

PRESENT: Councillor G J Bull – Chairman.  
Councillors J A Gray and R Fuller.

APOLOGIES: Apologies for absence from the meeting were submitted on behalf of Councillors D Brown, S Cawley, Mrs A Dickinson and J E White.

### 1. MEMBERS' INTERESTS

No declarations were received.

### 2. PROPOSAL TO PROVIDE CONSENT FOR THE CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY TO BORROW FOR ITS NEW FUNCTIONS

Consideration was given to a report by the Head of Resources (a copy of which is appended in the Minute Book). Members were advised that whilst the purpose of the decision was for the Cambridgeshire and Peterborough Combined Authority to gain consent to attain further borrowing powers via Statutory Regulation, there would be no financial impact on Huntingdonshire District Council. It was noted that all mayoral Combined Authorities had been asked to gain consent from their constituent authorities prior to draft regulations being presented to Parliament on 5th March 2018. Whereupon it was,

#### RESOLVED

that the Managing Director, in consultation with the Executive Leader, be delegated to give consent on behalf of the Council to the making of regulations under the Local Government Act 2003 Part 1 contained in the 'Draft' Statutory Instrument in the report (now submitted), including acceptance to any minor changes to the same which do not alter the substantial meaning.

Chairman

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**Public**  
**Key Decision – Yes**

## HUNTINGDONSHIRE DISTRICT COUNCIL

**Title/Subject Matter:** Lettings Policy Review

**Meeting/Date:** Overview and Scrutiny Panel (Performance and Customers)  
5th March 2018  
Cabinet – 22nd March 2018

**Executive Portfolio:** Executive Member for Housing and Planning

**Report by:** Housing Needs and Resources Manager

**Wards affected:** All

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### **Executive Summary:**

The Council's Lettings Policy provides the legal allocations framework as to who is accepted onto the register, how the register is administered and how the majority of social rented housing in the district is let.

The policy must be reviewed and amended where necessary in light of changes in legislation, new statutory guidance or precedents and rulings made in the Courts.

The Council's policy has been amended to reflect changes as a result of:

1. The introduction of the Homelessness Reduction Act in April 2018 and the amendments to duties that the Council must perform and the various sections within the homelessness legislation.
2. Decisions in caselaw that have clarified that Councils are unable to exclude from their housing register applicants that fall within defined 'reasonable preference' categories, as defined within the Housing Act 1996.

### **Recommendation:**

That Cabinet approve the amended Lettings Policy, as attached as Appendix 1 to the report.

## **1. PURPOSE OF THE REPORT**

- 1.1 As the local Housing Authority, the Council is required by law to have an allocations scheme for determining priorities in the allocation of social rented housing. The Lettings Policy is the Council's allocations scheme.
- 1.2 Although the Council is no longer a stock holding authority it has a housing register of people wishing to be considered for the allocation of social rented housing and a choice based lettings scheme (the Home-Link scheme) which is the vehicle for letting the majority of these properties in the district. The Lettings Policy dictates how the housing register and the letting of properties operates and the six partner local authorities within the Home-Link scheme each operate a Lettings Policy that follows the same broad principles.
- 1.3 The purpose of this report is to advise of necessary changes to the Lettings Policy in light of new legislation and recent caselaw relating to allocation schemes. The proposed amendments to the Policy are to ensure that it minimises the risk of legal challenge.

## **2. WHY IS THIS REPORT NECESSARY/BACKGROUND**

- 2.1 The Homelessness Reduction Act 2017, due to be implemented in April 2018, amends various sections of the Housing Act 1996 (the homelessness legislation) and introduces new duties that the Council must perform in order to help prevent and relieve homelessness. The Lettings Policy makes reference to the various duties contained within the 1996 Act, as well as quoting particular sections. As a result of the amendments due to be brought in by the 2017 Act it is necessary to amend the Lettings Policy so that the correct sections of the Act and the new duties are quoted within the Policy.
- 2.2 There have been three cases considered by the Courts relating to whether Councils are able to exclude various categories of people from their housing registers. The rulings in these cases have clarified that Councils' allocations schemes are illegal if they exclude people that fall within the 'reasonable preference' categories defined within the Housing Act 1996. This includes applicants that may not have a connection with the Council area.
- 2.3 The Lettings Policy has been amended to allow applicants that fall within the 'reasonable preference' categories to be accepted onto the register, even where they have no connection with the district. The amended Policy, however, ensures that these applicants will not be considered for an allocation of housing ahead those that have a connection with the district and fall within the reasonable preference categories. This amendment ensures that the Lettings Policy is considered to be legal and therefore less likely to face challenge as a result of these Court rulings.

## **3. COMMENTS OF OVERVIEW & SCRUTINY**

- 3.1 The Overview and Scrutiny Panel received a report on the Lettings Policy Review.
- 3.2 Having scrutinised the report, the Panel are satisfied that the recommended minor change in respect of 'reasonable preference' is a result of changes in legislation. The Panel are satisfied that Officers have attempted to stay within the law regarding the issue and are content that additional changes will ensure that applicants with a connection with the District will not be disadvantaged.

#### **4. KEY IMPACTS/RISKS? HOW WILL THEY BE ADDRESSED?**

- 4.1 In terms of the proposed changes to the Policy as a result the implementation of the Homelessness Reduction Act, it is suggested that applicants who would otherwise be owed the main homelessness duty, be placed in priority band B whilst the Council is working with them under the new Prevention and Relief Duties. The current Policy already awards this level of priority to applicants that are being assisted under prevention measures and therefore the impact of this particular change is expected to be minimal. It is likely that other changes within the Act will highlight more households under the possible threat of homelessness at an earlier stage. The risk is that this could increase the number of applicants on the register awarded this particular priority. Increasing the number of affordable housing options available, rather than relying purely on social rented housing as the solution, will help mitigate against increases in the number of households identified as at threat of homelessness. The Council's Housing Strategy sets out the actions to increase the supply of affordable housing solutions available to the Council.
- 4.2 The impact of accepting applicants falling within a reasonable preference category but with no connection to the district may increase the number of households on the register. Under a previous policy change where the connection policy was introduced just under 300 households were removed from the register, although not all these would have necessarily fallen within a reasonable preference category. It is therefore anticipated that this policy change over time may increase the numbers accepted onto the register. However, by ensuring that those with a connection are prioritised ahead of those without a connection, the Council will ensure that the Policy continues to meet local housing needs first.

#### **5. WHAT ACTIONS WILL BE TAKEN/TIMETABLE FOR IMPLEMENTATION**

- 5.1 The Home-Link partnership is currently in the process of starting a procurement exercise for a new IT supplier for the software system that administers the housing register and the advertising and letting of properties. These Policy changes will be incorporated into the new system as part of the change project.

#### **6. LINK TO THE CORPORATE PLAN**

- 6.1 Supporting people to improve their health and well-being by meeting the housing and support needs of our population is a strategic priority of the Council. By keeping our Lettings Policy up to date with both legal requirements and government policy this will enable us to provide the most appropriate advice and assistance to customers wishing to apply to the housing register and access social rented housing.

#### **7. CONSULTATION**

- 7.1 The Council, together with the wider Home-Link partner local authorities, has consulted the housing associations with stock within the sub region area about these changes, with no objections received to these policy changes. As the suggested changes do not affect a large proportion of applicants on the register, or constitute a significant alteration to procedure, this is not considered to be a major change of policy and a wider consultation exercise is therefore not required.

#### **8. LEGAL IMPLICATIONS**

- 8.1 The Home-Link partners have sought legal opinion about the proposed Lettings Policy changes and have been advised that they will ensure the policy remains legal in light of the new legislation and recent caselaw precedents.

## **9. RESOURCE IMPLICATIONS**

- 9.1 There are no resource implications associated with this report.

## **10. REASONS FOR THE RECOMMENDED DECISIONS**

- 10.1 The Lettings Policy must be amended in light of new legislation and statutory guidance. This report recommends the necessary changes to ensure that the Lettings Policy remains legal and minimises the risk of legal challenge.

## **11. LIST OF APPENDICES INCLUDED**

Appendix 1 – The Council’s Lettings Policy

## **BACKGROUND PAPERS**

**Homelessness Reduction Act 2017– legislation and briefing:**

<http://www.legislation.gov.uk>

<https://www.homeless.org.uk>

## **CONTACT OFFICER**

Name/Job Title Jon Collen – Housing Needs and Resources Manager  
Tel No: 01480 388220  
Email: [Jon.Collen@huntingdonshire.gov.uk](mailto:Jon.Collen@huntingdonshire.gov.uk)

# **DRAFT**

## **Huntingdonshire District Council**

### **LETTINGS POLICY**

This document sets out how Huntingdonshire District Council, in partnership with Registered Providers with properties in the district, will allocate their properties through the “Home-Link scheme”

**February 2018**

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## Chapter 1

### 1.1 Introduction

1.1.1 This is the letting policy for Huntingdonshire District Council (the Council) and should be considered in conjunction with the Home-Link Partnership Guide, which outlines how the Home-Link choice based lettings scheme will work in Cambridgeshire and West Suffolk. The partner organisations to the Home-Link scheme are:

- a) Cambridge City Council
- b) East Cambridgeshire District Council
- c) Fenland District Council
- d) Forest Heath District Council
- e) Huntingdonshire District Council
- f) South Cambridgeshire District Council
- g) St Edmundsbury Borough Council

1.1.2 The Home-Link scheme and this lettings policy were designed through collaboration between the partner organisations listed above, with the aim of having as much consistency in the letting of social housing as is possible in a very diverse area. The lettings policy aims to ensure that all people seeking social housing in the Council area are able to exercise choice in deciding where they wish to live and in the type of property they would prefer.

1.1.3 The policy enables the Council to consider the individual needs of its applicants whilst making best use of the scarce resource of housing stock. The policy sets out:

- a) How to apply for housing.
- b) Who will qualify to be accepted onto the housing register.
- c) How priority for housing applicants will be given.
- d) What the decision-making processes are.
- e) How homes will be let.

1.1.4 You may view the Home-Link Partnership Guide and this lettings policy, at the Council's website or request a copy from any of the partner organisation's offices. (See Appendix 1 on p.31)

### 1.2 Objectives of the lettings policy

- a) To meet the legal requirements for the allocation of social housing as set out in the Housing Act 1996 (as amended)
- b) To assist applicants in the highest assessed need
- c) To let properties in a fair and transparent way and provide a consistent lettings process
- d) To make best use of housing stock
- e) To ensure that applicants are not unlawfully discriminated against, whether directly or indirectly
- f) To support vulnerable applicants
- g) To provide increased choice and information to applicants
- h) To provide information and feedback on homes that are let through the Home-Link scheme
- i) To improve mobility across the Cambridgeshire and West Suffolk
- j) To promote social inclusion and help achieve sustainable communities

### **1.3 Statement on choice**

- 1.3.1 The Council is fully committed to enabling applicants to play a more active role in choosing where they live, whilst continuing to house those in the greatest need in Huntingdonshire.
- 1.3.2 The Home-Link scheme enables applicants from Huntingdonshire to have access to a percentage of available homes from all the partner organisations across Cambridgeshire and West Suffolk.

### **1.4 Legal context**

- 1.4.1 All applicants for housing will be assessed to determine their eligibility to be placed on the housing register. This is to ensure homes are let to those in the highest assessed need and ensures that the council meets its legal obligations as set out in the Housing Act 1996 (as amended).

This policy has also had regard to:

- a) Allocation of accommodation: guidance for local housing authorities in England, and
  - b) The Public Sector Equalities Duty, and
  - c) Section 17 of the Crime and Disorder Act, and
  - d) Huntingdonshire District Council's Homelessness Strategy, and
  - e) Huntingdonshire District Council's Tenancy Strategy (containing details of the types of social rented tenancies that may be offered by housing association landlords).
- 1.4.2 The law states that there are five groups of applicants where reasonable preference must be considered:
    - a) People who are homeless (within the meaning of Part VII (7) of the Housing Act 1996 (as amended))
    - b) People who are owed a duty by any local housing authority under section 190(2), 193(2), or 195(2) of the 1996 Act (or under section 65(2) or 68(2) of the Housing Act 1985) or who are occupying accommodation secured by any such authority under section 192(3)
    - c) People occupying unsanitary or overcrowded housing or otherwise living in unsatisfactory housing conditions
    - d) People who need to move on medical or welfare grounds (including grounds relating to a disability); and
    - e) People who need to move to a particular locality in the district of the authority, where failure to meet that need would cause hardship (to themselves or to others)
  - 1.4.3 The lettings policy has been designed to ensure applicants who fall into the above reasonable preference categories will be awarded reasonable preference.
  - 1.4.4 Every application received by the Council will be considered according to the facts unique to that application as the Council recognises that every applicant's situation is different. Applications will be considered on an individual basis and individual circumstances will be taken into account. However, all lettings will be made in accordance with this lettings policy. Where individual circumstances are not covered

by the on-line application form, applicants should contact the partner to whom they are applying to discuss their application so that all relevant facts can be considered fully.

## **1.5 Equal opportunities and diversity**

- 1.5.1 The lettings policy will be responsive, accessible and sensitive to the needs of all by having regard to the protected characteristics in the Equality Act 2010.

The Council is committed to promoting equality of opportunity and will ensure that all applicants are treated fairly and without unlawful discrimination on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

In addition, the Council is committed to the aims of the Public Sector Equality Duty (2011):

- a) Removing or minimising disadvantages suffered by people due to their protected characteristics
- b) Taking steps to meet the needs of people from protected groups where these are different from the needs of other people
- c) Encouraging people from protected groups to participate in public life or in other activities where their participation is disproportionately low.

The Council also has due regard to the commitments made in Article 14 of the Human Rights Act (1998) as it relates to the service provided.

## **1.6 The welfare of children**

- 1.6.1 The Council will ensure that decisions made under this lettings policy have regard to the need to safeguard and promote the welfare of children taking into account Section 11 of The Children's Act and the Public Sector Equality Duty.

- 1.6.2 The Council will also have regard to the Children & Social Work Act 2017 as relates to the local arrangements for safeguarding and promoting welfare of children.

## **1.7 The welfare of adults**

- 1.7.1 The Council will also have regard to the Care Act 2014, which includes provisions for adults at risk of abuse or neglect.

## **1.7 Monitoring and reviewing the lettings policy**

- 1.7.1 The Council will monitor the operation of the lettings policy by regularly reviewing the policy to ensure that the policy meets its stated objectives and complies with legislative changes.

## Chapter 2

### 2.1 How to apply for housing

- 2.1.1 As well as applying to go on the housing register, applicants are given the opportunity to complete an on-line housing options assessment form. This allows the applicant's housing options to be assessed and determine which options could be the most appropriate. If this includes social housing (which includes Affordable Rents), and the applicant is eligible, they will then need to complete the more detailed housing register application form. Where applicants are unable to use these on-line facilities a paper form will be available on request and Home-Link partners can offer assistance to complete the form.

The on-line forms can be completed at [www.home-link.org.uk](http://www.home-link.org.uk). A paper form, if required, can be requested from the Council or any of the partner organisation's offices as detailed in Appendix 1.

- 2.1.2 An applicant may include anyone on their application who may reasonably be expected to live with them as part of their household.
- 2.1.3 Where two applicants wish to have a shared application they will be known as joint applicants. If an applicant lists a partner on his/her application it will be assumed that the partner is a joint applicant unless either party advises the council otherwise. Although adults who are not partners and need more than one bedroom may jointly apply to the register, due to the level of demand for family sized accommodation from family households (by "family" we mean households that have children (under 18) who are dependent on the adult(s)) they will not normally be prioritised for an offer of this size of accommodation ahead of families.
- 2.1.4 On receipt of the application the Council will assess this and may request additional information and supporting evidence so that the applicant's eligibility and housing need can be confirmed. The Council will verify the information provided which may include inviting the applicant for an interview or visiting them at home.
- 2.1.5 Applications will only be accepted onto the register where:
- a) The applicant is eligible for an allocation of social housing (see Chapter 3); and
  - b) The applicant qualifies for an allocation of social housing. (See sections 3.2 to 3.4).
- 2.1.6 After assessment the Council will write to applicants to inform them whether they have been accepted onto the housing register, or give reasons if they have not. Where accepted they will be informed of:
- a) Their unique reference number, which allows them to bid for homes through the Home-Link Scheme
  - b) The housing needs band in which the application has been placed
  - c) The date that the application was placed in the band (the "date in band")
  - d) The size of property for which the applicant is likely to be able to bid

If they have not been accepted onto the housing register the council will set out the reasons for this decision and will provide information about the review process (see Chapter 6).

## 2.2 Date of registration

2.2.1 The registration date of an application will be the date the on-line housing application form is received electronically, or if a paper application is submitted, the date it is received at the office of the Council, or any of the partner organisations.

## 2.3 Date in band

2.3.1 The principle of the policy is that normally no applicant should overtake existing applicants in a band. Therefore, applicants will be placed within a band in date order.

a) **New applications:** the date in band will be the same as the applicant's date of registration. Where supporting documents have been requested, not provided within 28 days but still accepted at the discretion of the council, the date in band will be the date the documents were received

b) **Change of circumstances which results in a higher band assessment:** the date in band will be the date the applicant provides evidence of the change of circumstances leading to the award of a higher priority band.

2.3.2 When applicants move down bands due to a change in their circumstances the following applies:

a) **Returning to a band that they were previously placed in:** the date in band reverts to the date that applied when the applicant was previously in that band.

b) **Moving into a lower band they have not previously been placed in:** the date in band will be the date that the application was first placed into a higher band. In most circumstances, this is likely to be their date of registration.

## 2.4 Armed Forces personnel – date in band.

2.4.1 Additional priority will be awarded to the following categories of people:

- a) serving members of the regular forces who are suffering from a serious injury, illness or disability which is wholly or partly attributable to their service
- b) former members of the regular forces
- c) bereaved spouses or civil partners of those serving in the regular forces where (i) the bereaved spouse or civil partner has recently ceased, or will cease to be entitled, to reside in Ministry of Defence accommodation following the death of their service spouse or civil partner, and (ii) the death was wholly or partly attributable to their service
- d) existing or former members of the reserve forces who are suffering from a serious injury, illness, or disability which is wholly or partly attributable to their service.

2.4.2 Additional priority will be awarded to the above categories of people by awarding their application the appropriate priority band, as set out in this lettings policy, and backdating their date in band by the total cumulative period of their length of military service (including where they have made a homeless application). This will have the effect of raising their priority above applicants in similar circumstances who have not undertaken military service.

This additional priority is awarded to meet the expectations set out in the Armed Forces Covenant and national guidance.

- 2.4.3 Current members of the Armed Forces may also request that this additional priority be applied to their housing application six months prior to the date when they are due to leave military service. Appropriate evidence of the end to military service will be required.

## **2.5 Multiple applications**

- 2.5.1 An applicant can have only one active application on the housing register at any time.

## **2.6 Change of circumstances**

- 2.6.1 Where an applicant registered with the Council has a change in their circumstances they must promptly inform the Council. Applicants can complete a change of circumstances on-line at [www.home-link.org.uk](http://www.home-link.org.uk) or obtain a change of circumstances form from any partner organisation, but this must then be sent to the partner organisation who is managing their application. Change of circumstances received by the Council will be assessed based on the new circumstances. Examples of change of circumstances are detailed below, although this list is not exhaustive.

- a) Change of address
- b) People joining or leaving the household
- c) Pregnancy/birth of a child
- d) Relationship breakdown
- e) Change to the medical circumstances of anyone included on the application
- f) Death of a household member
- g) Death of a joint applicant
- h) Change of income and/or capital

## **2.7 Applicant's consent and declaration**

- 2.7.1 When an applicant applies for housing, they will be required to confirm their understanding of, or sign a declaration to confirm that:
- a) The information they have provided is true, accurate and complete.
  - b) They will promptly inform the Council of any change in circumstances.
  - c) They understand that information will be shared with all the partner organisations.
  - d) They consent to the Council making enquiries of any relevant persons to confirm the information on the application form is correct.
  - e) They consent to the release of any relevant information either to the Council held by third parties, or by the Council to third parties.
  - f) The information provided may be used to help in the detection and prevention of fraud.
- 2.7.2 The Council may take legal action against applicants who withhold or provide false information regarding their housing application. Where an applicant has been let a property as a result of providing false information, their landlord may take court action to obtain possession of the property.

## **2.8 Data protection**

2.8.1 The Council policy on Data Protection is available on request or by clicking [here](#).

## **2.9 Application review**

2.9.1 Every year on the anniversary of an application being received, we will write to the applicant to see if they still wish to be on the housing register and ask them to update their application if there have been any changes to their circumstances. If there is no response within the required time limit, (28 days from the letter/email being sent) the application will be cancelled. We will write to the applicant to notify them of this. If an applicant contacts the Council within 28 days of their application being cancelled and indicates that they still want to be considered for housing, the application will be reinstated from their last applicable date in band (see s.2.3 above).

## **2.10 Cancelling an application**

2.10.1 An application will be cancelled from the housing register in the following circumstances:

- a) At the applicant's request.
- b) If the applicant becomes ineligible for housing (see s.3.2).
- c) If the applicant no longer falls within a qualifying class of applicant (see s.3.3).
- d) When the applicant has been housed through the lettings policy.
- e) When a tenant completes a mutual exchange.
- f) Where an applicant does not maintain their application through the review process, or where they move and do not provide a contact address.
- g) Where the applicant has died.

2.10.2 When an application is cancelled, we will write to the applicant or their representative to notify them. Where an applicant has been highlighted as vulnerable, the Council will contact the applicant to check their circumstances before cancelling the application. Any applicant whose application has been cancelled has the right to ask for a review of the decision, (see Chapter 6).

2.10.3 Where an applicant wishes to re-join the housing register at a later date their new date of registration will be the date they re-apply.



## Chapter 3

### 3.1 Who can be accepted onto the housing register?

- 3.1.1 The Council can allocate housing to anyone who qualifies for an allocation if they are not ineligible under the Housing Act 1996 section 160ZA
- 3.1.2 The Council cannot allocate housing to two or more persons jointly if one of them is ineligible

### 3.2 Eligible applicants

- 3.2.1 The Council is required, by law, to decide that certain applicants are ineligible for an allocation of social housing. Eligibility can change with a change of immigration status and therefore the Council will keep an applicant's eligibility for housing under review. Applicants are responsible for informing the Council of any change in their immigration status.
- 3.2.2 Applicants whose immigration status makes them ineligible to be considered on the register will be notified in writing of the decision and the reason for the decision. If an applicant is accepted onto the register, but subsequently becomes ineligible, their housing application will be cancelled and the applicant notified. Applicants found to be ineligible have a right to ask for a review of the decision (see Chapter 6).
- 3.2.3 Where an eligible applicant includes people who are ineligible as part of his or her household the council can, in deciding who forms part of the applicant's household for the purposes of housing allocation:
  - (a) Have regard to the fact that members of a person's household would not be eligible for accommodation in their own right
  - (b) Have regard to the fact that an ineligible person is not permitted to have recourse to public funds.
  - (c) Conclude that an ineligible person does not form part of the household.

### 3.3 Qualifying categories of applicants

- 3.3.1 Cambridgeshire and West Suffolk are areas where the demand for social housing far exceeds the supply. For this reason only those applicants who meet the local connection criteria will qualify to join the housing register (see 3.4).
- 3.3.2 Applicants will not qualify to join the housing register if they are considered to be unsuitable to be a tenant because of unacceptable behaviour (see 3.5)

### 3.4 Connection to the local area criteria

- 3.4.1 An applicant will be considered to have a connection with the Council area and accepted onto the housing register if they meet one of the following criteria:
  - a. The applicant works in the local authority area for sixteen hours or more per week; or
  - b. The applicant has lived in the local authority area for at least 6 of the last 12 months, or 3 of the last 5 years; or
  - c. The applicant has family members who have been resident in the local authority area for a period of 5 years or longer and are currently resident in

the local authority area. Family members are defined as parents, sons and daughters or brothers or sisters. Other family associations will be considered on a case by case basis; or

- d. The applicant is owed a main housing duty under the s.193 (2) or 193C(4) of the relevant homelessness legislation by the Council; or
  - e. The applicant is serving in the regular forces or who has served in the regular forces within five years of the date of their application for an allocation of housing under Part 6 of the 1996 Act; or
  - f. The applicant has recently ceased, or will cease to be entitled, to reside in accommodation provided by the Ministry of Defence following the death of that person's spouse or civil partner where:
    - i. the spouse or civil partner has served in the regular forces; and
    - ii. their death was attributable (wholly or partly) to that service; or
  - g. The applicant is serving or has served in the reserve forces and who is suffering from a serious injury, illness or disability which is attributable (wholly or partly) to that service; or
  - h. The applicant is a "relevant person" as defined by Regulation 4 of the Allocation of Housing (Qualification Criteria for Right to Move) (England) Regulations 2015; or
  - i. The applicant or a member of the applicant's household needs to move away from another area to escape violence or harm; or
  - j. The applicant is a care leaver from Huntingdonshire who has been placed (by Children's Services) outside the Council area; or
  - k. There are special circumstances that the Council considers give rise to a connection.
- 3.4.2 Applicants who are in one of the reasonable preference groups (see 1.4.2) but do have a connection with the Huntingdonshire area through any of the criteria in 3.4.1 above, may be eligible to join the register. Anyone who believes this may apply to them should contact the Council directly to discuss their circumstances.

### **3.5 Applicants with a history of unacceptable behaviour**

- 3.5.1 Where an applicant or a member of their household has a history of behaviour which in the opinion of the Council is unacceptable and makes the applicant unsuitable to be a tenant the council may decide that the applicant does not qualify to be accepted onto the housing register. Unacceptable behaviour can include (but is not limited to) domestic or other abuse, harassment, anti-social behaviour, drug dealing or other criminal activity, failing to maintain or repair their home or associated garden or garage, noise nuisance or tenancy related debt
- 3.5.2 When considering whether an applicant with a history of unacceptable behaviour qualifies to be accepted on the housing register, the council will consider the nature of the behaviour, when it took place, the length of time that has elapsed since and whether there has been any change in circumstances which would show that the applicant or member of the applicant's household had amended their behaviour so that they are considered suitable to become a tenant

- 3.5.3 If the council decides that an applicant does not qualify to be accepted on the housing register because the applicant or a member of their household has a history of unacceptable behaviour that makes them unsuitable to be a tenant, the applicant will be informed in writing of this decision and the reasons for the decision. They will also be informed how they can become a qualifying person, for example, by agreeing an arrangement to make payments towards rent arrears and adhering to this, or by the applicant showing that the circumstances or behaviour that made them unsuitable to be a tenant, has changed.
- 3.5.4 If an applicant is accepted onto the register but a change in their behaviour means that they are no longer a qualifying person, their housing application will be removed and the applicant will be notified in writing of this decision and the reasons for the decision.
- 3.5.5 Applicants considered as not qualifying due to unacceptable behaviour have a right to ask for a review of the decision (see Chapter 6).

### **3.6 16 and 17 year olds**

- 3.6.1 Anyone aged 16 or over can apply for housing. However until the applicant reaches 18 years old any offer of accommodation will be subject to appropriate guarantor or trustee arrangements being in place. The guarantor could be a family member, adult friend, or a professional body. Applicants under 18 years old will be referred to a housing officer for advice regarding their housing rights and options.

## Chapter 4

### Assessment of housing need

#### 4.1 Legal background

- 4.1.1 All eligible and qualifying applicants will be placed in a housing needs band following an assessment of their household's needs. This is to ensure that the Council meet their legal obligations as set out in the Housing Act 1996 (as amended).

#### 4.2 Advice and information

- 4.2.1 The Council will ensure that advice and information on how to apply for housing in Huntingdonshire is available free of charge to everyone. If applicants are likely to have difficulty in making an application without assistance, then the council will make any necessary assistance they require available.

#### 4.3 Assessment of housing need

- 4.3.1 Assessments of housing needs are based on an applicant's current housing circumstances. Assessments will be completed by housing officers of the Council. Medical assessments will be made by a medical professional or appropriately trained officer.

Where an adverse decision about an application is made by any of the Home-Link partners, any duplicate applications to another partner's housing register will have due regard to that original decision. Because the Home-Link partners use the same assessment criteria for housing applications, original decisions will only be overturned in exceptional circumstances following an assessment. The original partner applied to will be contacted to discuss the decision and the decision will generally apply to any new application when sufficient information has been received.

Any new or additional information not available for the original decision will be considered by the Home-Link partner to assess any impact on the decision.

#### 4.4 Local lettings criteria

- 4.4.1 To ensure local housing needs are met, 90% of properties advertised through the Home-Link scheme will be labelled as available to applicants with a connection to Huntingdonshire. 10% of advertised properties will be open to bidding from applicants with a connection to any of the Home-Link partner organisations. 25% of new growth homes will be made available for cross boundary moves. The relevant local area connection requirement will be clearly labelled on the property advert.
- 4.4.2 Where a property has local area connection criteria attached to it through a local lettings plan or s.106 agreement, then these properties will be let in line with the criteria within the lettings plan or the s.106 agreement. This may differ from the connection to the local area criteria contained within this lettings policy and will be mentioned in the property advert.

#### 4.5 Housing needs bands

- 4.5.1 Eligible and qualifying applicants will be placed in one of the following four bands in date order. Applicants placed in Band A will have the highest assessed need, Band D the lowest. When an applicant is placed in a housing needs band the same level of priority will apply with all partner organisations in the Home-Link scheme.

4.5.2 Any applicants accepted on to the housing register under section 3.4.2 of this policy (in a reasonable preference group but do not meet the connection criteria in 3.4.1) will be placed in band C. However, they will only be considered for a property after any applicants in that band who do meet the connection criteria with the Council area.

#### **4.6 Band A: Urgent need**

Applicants with the following circumstances will be placed into Band A:

##### **a) Urgent transfer**

Where an existing council or housing association tenant needs to move urgently because of circumstances that could include:

- a) Major repairs are required on the property in which they live and which cannot be undertaken with the tenant living in the property.
- b) The property is being demolished.
- c) Urgent social need to move.

##### **b) Current supported housing resident**

Applicants leaving Social Services care or other supported accommodation, and are ready to move to a permanent home of their own. This will be subject to the council, Social Services and the landlord of the supported accommodation agreeing that the applicant is ready to move to their own home. If the applicant needs an on-going support package to allow them to live independently, confirmation that this will be put in place will also be required from the proposed support provider. The date that this priority is awarded (date in Band A) will be the date that the resident is ready to move to independent living, as recommended by their support worker.

The decision to apply this priority will be made by the relevant decision-making process in the district where the supported housing is based.

##### **c) Urgent health and safety risk**

The condition of the applicants current accommodation has been assessed by the Council or a partner organisation as posing an urgent health and safety risk. This will apply where the assessment has classified the accommodation as unsafe, or where there is a risk of imminent harm as identified in the assessment, which cannot be remedied in a reasonable time and where the health and safety risk has not been caused intentionally by the applicant or a member of the applicant's household who will continue to live with them.

##### **d) Urgent medical need**

An urgent medical priority will be awarded where the assessment concludes that the applicant or household member has a severe medical condition or disability that is made substantially worse by their current housing. This would include people whose life is at risk due to their current housing conditions or who are completely housebound because of the type of accommodation they live in.

Priority will be given depending on how unsuitable the current accommodation is in relation to their medical or disability needs. The assessment is not purely based on the applicant's health conditions.

#### **e) Lacking two or more bedrooms**

The household is assessed as lacking two or more bedrooms (see s.5.4).

#### **f) Under-occupancy by two or more bedrooms or release of adapted property**

Where an existing council or housing association tenant:

- a) Is assessed as having two or more bedrooms that are not required by the household (see s.5.4).
- b) Where a property has been adapted and the adaptations are no longer required. For example, if the person requiring the adaptations has moved or died.

#### **g) Homeless households (Main homelessness duty owed under s.193 (2) of the Housing Act 1996 as amended)**

Where the Council has accepted a duty under s193 (2) of the Housing Act 1996 (as amended) and this duty has not been brought to an end.

#### **h) Urgent multiple needs**

This priority will be applied where an applicant is assessed as having two or more Band B needs. This may include an application where two household members have the same assessed need e.g. two high medical needs.

For multiple needs in Band A please see 'emergency housing status' (see Chapter 5)

### **4.7 Band B: High need**

Applicants with the following circumstances will be placed into Band B:

#### **a) High health and safety risk**

The condition of the applicant's current accommodation has been assessed by the Council or a partner organisation as posing a high health and safety risk to them or members of their household. This will apply where the assessment has identified that the applicant is living in a property, the condition of which places them or members of their household at a high risk of harm as identified in the assessment, which cannot be remedied in a reasonable time and where the health and safety risk has not been caused intentionally by the applicant or a member of the applicant's household who will continue to live with them.

#### **b) High medical need**

A high medical priority will be awarded where the assessment concludes that the applicant or household member has a serious medical condition or disability that is made substantially worse by their current housing, but who are not housebound or whose life is not at risk due to their current housing. However, their housing conditions directly contribute to causing serious ill health and the condition of the property cannot be resolved within a reasonable period of time.

Circumstances will be assessed and may need to be referred to a relevant health care professional, depending upon the circumstances.

### **c) Lacking one bedroom**

This priority will be applied where the household is assessed as lacking one bedroom based on the bedroom calculation in (see s.5.4).

### **d) Under-occupancy by one bedroom.**

This priority will be applied where an existing council or housing association tenant is assessed as having one bedroom more than required by the household (see s.5.4).

### **e) Victims of harassment, violence or abuse**

Where the Council or a partner organisation has investigated and identified that the applicant or a member of their household is being subjected to harassment or other conduct causing alarm and distress that will be improved by a move to alternative accommodation. Harassment might be, but is not limited to, harassment due to, race, sex, gender reassignment, sexual orientation, mental health, physical disability, learning disability, religion, domestic abuse or harassment by a former partner or associated persons.

The Council will offer advice and support to assist the applicant in identifying possible ways to resolve the situation.

### **f) Applicants owed a Prevention or Relief duty (under s.195 or s.189B of the Housing Act 1996 (as amended))**

Where an applicant is threatened with homelessness within 56 days, the Council will work with the applicant to try and prevent their homelessness. Those applicants, who the council have reason to believe would be owed the main duty in the event of a homelessness application and have a local connection, will be placed in Band B whilst the prevention measures are being pursued and the applicants are actively co-operating with the prevention work.

Where homelessness prevention has not been possible and an applicant becomes homeless, they will be owed a relief duty. Those applicants, who the council have reason to believe would be owed the main duty in the event of a homelessness application and a local connection, will remain in Band B during this time.

This priority will no longer apply once the prevention and relief duties have ended and applicants will be re-assessed on their housing circumstances.

### **g) Sleeping rough**

This priority will be applied where it has been confirmed that an applicant is sleeping rough and has no other accommodation available to them. The council will verify that an applicant is sleeping rough before awarding this priority. Rough sleeping priority will not be awarded when accommodation is available to the applicant, including a placement at a direct access hostel, but the applicant chooses not to take up this offer of accommodation. Applicants assessed as 'Sleeping rough' will not be awarded additional priority on any other accommodation related factors.

### **h) Multiple needs**

This priority will be applied where an applicant is assessed as having three or more Band C needs. This may include an application where more than two household members have the same assessed need e.g. three medical needs.

#### **4.8 Band C: Medium need**

Applicants with the following circumstances will be placed into Band C:

##### **a) Medium medical need**

Medium medical need will be awarded where an applicant has a medical condition or disability that is affected significantly by their housing circumstances, not at a critical or serious impact level but a move would be likely to improve their quality of life.

##### **b) Need to move for social reasons**

Where the Council or a partner organisation has assessed the applicant's need to move for social reasons. An applicant will only be awarded this factor once irrespective of the number of social needs that may apply to their situation.

Examples where a social need to move may apply may include where an applicant:

- a) Needs to move to or within an area of the sub-region to give or receive support, and a proven level of support is required and can be given
- b) Has found employment in the Council area and needs to move closer to work, or will otherwise lose their employment, or suffer hardship
- c) Has staying contact with a child/children and is living in accommodation where the child/children are not allowed to stay overnight.
- d) Is living in a first floor or above property and has children less than 10 years of age as part of their household, or is more than 24 weeks pregnant.

##### **c) Housing conditions**

This priority will be applied where the applicant/s either lack or share one or more of these facilities with persons, who are not members of their household. Facilities may include:

- a) A living room
- b) Kitchen
- c) Bathroom

##### **d) Other homelessness**

Applicants who are:

- a) Owed a s195 prevention duty by the council but have been assessed as not having a local connection as set out in this policy
- b) Owed a s195 prevention or s189 (b) relief duty but where the council believe the applicant would be unlikely to be owed the main s193 (2) housing duty if the relief duty were to come to an end unsuccessfully
- c) No longer owed a prevention or relief duty
- d) Where the relief duty has come to an end unsuccessfully and the applicant has been determined to be intentionally homeless.
- e) Where the relief duty has ended unsuccessfully and it has been determined that the applicant is not owed the main duty as they are not in priority need
- f) Applicants who are owed the s193C (4) duty where the s189B relief duty has been ended due to the applicants deliberate non-cooperation
- g) Owed a main homelessness duty by a local authority that is not a partner organisation in Home-Link scheme but has a local connection as defined in this policy.



Applicants assessed as 'Other homelessness' will not be awarded additional priority on any other accommodation related factors.

Applicants given this priority will have their application reviewed on the anniversary of the decision, unless there is a change in their circumstances in the meantime.

#### **e) Reasonable preference category but no connection to the Council area**

This priority will apply to any applicant accepted onto the register under 3.4.2. (assessed as being in one of the reasonable preference groups not meeting any of the criteria in section 3.4.1).

#### **4.9 Band D: Low housing need**

4.9.1 Any applicant who does not meet any of the criteria in Bands A, B and C will be assessed as having a low level of housing need and their application will be placed in Band D.

4.9.2 Anyone assessed as having sufficient financial resources to resolve their own housing need (see s.4.13) will be placed in band D. These applicants will only be considered for an offer of a property once all other bidding applicants who do not have sufficient financial resources to resolve their own housing need have been considered.

#### **4.10 Low priority**

4.10.1 In certain circumstances, applicants will be accepted onto the housing register, but their application will be considered as low priority as a result of unacceptable behaviour or circumstances that affects their suitability to be a tenant. In these circumstances their application will be placed in a housing needs band but they will not be actively considered for an offer of a tenancy or be able to express interest in available properties. Their application will remain in low priority until the applicant has shown that the circumstances or behaviour has changed so that they are considered suitable to be a tenant.

4.10.2 The following categories will be considered as low priority:

- a. Applicants with recoverable rent arrears, former rent arrears or other housing-related charges or debts, where these are not sufficiently high to class them as not qualifying to join the register (see s.3.5). Other than in exceptional circumstances, an applicant with outstanding recoverable rent arrears, former rent arrears or other housing-related debts will not be considered for an offer of a tenancy or eligible to bid for housing until they have shown a regular repayment record.
- b. Applicants with a history of unacceptable behaviour where this is not sufficiently severe to class them as not qualifying to join the register (see s.3.5).

4.10.3 All applicants who are considered low priority will be informed of this decision in writing, and how their application could be re-assessed, for example, by agreeing and keeping to an arrangement to make payments towards rent arrears, or by the applicant satisfying the council that the circumstances or unacceptable behaviour that made them unsuitable to be a tenant have changed.

- 4.10.4 The Council expects applicants to clear any recoverable housing related debts owed to any social housing landlord before an offer of a tenancy is made, where it is clearly within their means to do this (for example where the debt is relatively low and the applicant has a reasonable disposable income or has sufficient savings available).
- 4.10.5 When a financial assessment shows that the debt cannot be cleared immediately then a realistic and affordable repayment arrangement should be agreed to clear the debt. The applicant may become eligible to bid for property as long as they have made regular payments in line with the agreement they have made.
- 4.10.6 Applicants found to be low priority have a right to ask for a review of the decision (see Chapter 6).

#### **4.11 Intentionally worsening housing circumstances**

- 4.11.1 If an applicant is assessed as having intentionally worsened their circumstances, the effect of which would be to improve their housing priority irrespective of whether they had prior knowledge of the lettings policy, their level of housing need will be assessed on the basis of their previous accommodation, or previous circumstances at their current accommodation.
- 4.11.2 Applicants found to have intentionally worsened their circumstances have a right to ask for a review of the decision (see Chapter 6).
- 4.11.3 All applicants deemed to have intentionally worsened their circumstances will have their application reviewed on the anniversary of the decision, or earlier if there is a material change in their circumstances in the meantime.
- 4.11.4 If the Council has assessed and accepted that the applicant is homeless or threatened with homelessness, has a priority need under the homeless legislation, but considers that they have become homeless intentionally, the applicant will be placed in Band C.

#### **4.12 Homeowners**

- 4.12.1 In line with the 'Allocation of accommodation: guidance for local housing authorities in England', the Council will usually only allocate social housing to homeowners in exceptional circumstances. However, the council may allocate housing that is in low demand. Applicants who are homeowners will be allocated a Band D status. In exceptional circumstances the Council may consider a homeowner's status for example the council may allocate housing to applicants who require support and whose age qualifies them for housing for older people but who have insufficient financial resources to access housing for older people in the private sector.

#### **4.13 Financial resources**

- 4.13.1 All qualifying applicants are entitled to apply for housing regardless of income levels. However, if an applicant is assessed as having income and/or capital, which will enable them to resolve their own housing need through other tenures they will not receive any preference for social housing and when bidding will appear on the shortlist after all other applicants that do not have the resources to resolve their own need.

This assessment will be based on the following

- a) The total income of the applicant/partner

- b) Any capital available to the applicant/partner
- c) Average property prices and rents in the area for the type of accommodation needed by the household
- d) The ability of the applicant/partner to rent a property in the private sector based on a realistic assessment of their financial position and commitments.
- e) The ability of the applicant/partner to acquire a mortgage and maintain required repayments based on a realistic assessment of their financial position and commitments.

4.13.2 Excluded from the above financial assessment will be any member of the Armed Forces who may have received a lump sum as compensation for an injury or disability sustained on active service.

#### **4.13 Officer review for Band A applicants**

4.13.1 Where an applicant has held Band A status for three months or more from their applicable date in band or the applicant has refused more than three reasonable offers of accommodation or has made little or no attempt to bid for accommodation the Council may carry out a review of their circumstances. This will result in either:

- a) A direct let – usually for statutorily homeless applicants living in temporary accommodation.
- b) Priority being maintained.
- c) Moving into a lower priority band if the circumstances under which they were placed in Band A no longer apply.
- d) Making the applicant unable to bid for a specified period, not exceeding 6 months

## Chapter 5

### Assessment information and criteria

#### 5.1 Transfer applicants

- 5.1.1 Transfer applicants are those applicants who are tenants of a council or housing association property in the UK who wish to move to alternative accommodation.

#### 5.2 Homeless applications

- 5.2.1 Applicants who are already on the housing register will remain in their existing housing needs band whilst a homeless assessment is carried out (unless the criterion in s.5.2.3 below applies).
- 5.2.2 When a decision has been made by the Council that an applicant is owed a main homelessness duty under s.193 (2) of the Housing Act 1996 (as amended) their application will be placed and remain in Band A until that duty is brought to an end (See s.4.6 (g))
- 5.2.3 A person who is threatened with homelessness may have an existing housing register application. Applicants already in Band A will retain their existing Band A status whilst homelessness prevention measures are pursued.
- 5.2.4 An applicant who is statutorily homeless or threatened with homelessness but deemed not to have a priority need will be placed in Band C (unless other circumstances are such that they are eligible for placement within a different band).
- 5.2.5 Applicants who have been assessed as being in priority need but are intentionally homeless will be assessed as having Band C status in line with 4.8(d). If an applicant has intentionally worsened their circumstances the housing needs assessment will take this into account (see s.4.11).

#### 5.3 Split families

- 5.3.1 Where an application is made by family members who it would be reasonable to expect them to live together but they are unable to do so, the council will assess their particular circumstances to consider the best way of addressing their housing needs.

#### 5.4 Bedroom requirement guidelines

- 5.4.1 Bedroom requirements are generally determined in line with the Local Housing Allowance (LHA) regulations and these regulations will be applied when calculating bedroom requirements in overcrowding and under-occupancy assessments. They will also be used when calculating the size of property (number of bedrooms in the property) that an applicant will be able to bid on and eligible to be offered through the letting process.

Bedroom requirements are determined by the applicant's size of household. Ineligible household members may not be included (see paragraph 3.2.3). Generally, the LHA regulations allow one bedroom each for:

- a) Every adult couple
- b) Any other adult aged 16 or over
- c) Any two children (aged under 16) of the same sex
- d) Any two children, regardless of sex, under the age of 10

- e) Any other child aged under 16
- f) A non-resident carer (claimant/partner or child have disability and need overnight care)

Applicants requiring help in calculating their bedroom entitlement can use the Directgov online bedroom entitlement calculator at <https://lha-direct.voa.gov.uk/BedRoomCalculator.aspx>.

If, in exceptional circumstances, the council considers that a room designated by a landlord as a bedroom is not capable of being used as a bedroom, they may re-assess overcrowding for the household.

- 5.4.2 Single and joint applicants of pensionable age may be eligible to be considered for one and two bedroom properties considered to be housing for older people.
- 5.4.3 A pregnant woman expecting her first child will be assessed as requiring two bedrooms from week 24 of her pregnancy.
- 5.4.4 An applicant may be assessed as requiring an additional bedroom where the Council considers there are special circumstances.

## **5.5 Staying contact with children**

- 5.5.1 A child, or children, living between parents at separate addresses will only be considered as having one main home unless there are exceptional circumstances that mean that both parents should provide a home. A Court Order allowing access to children, or confirming residence between separated parents does not mean that the council must consider that the child is part of an applicant's household for the purposes of a housing register application.
- 5.5.2 An assessment will be made by the council as to which parent's property is considered as the child's main home. If the council considers that an applicant does not provide the child with his or her main home then the child will not be considered as part of the housing register application. The child would then not be considered as part of the bedroom requirements when assessing overcrowding or under-occupation. They would also not be considered when assessing the size of property (number of bedrooms) that the application would be eligible to bid for and offered through the lettings process.

## **5.6 Medical assessments**

- 5.6.1 Medical assessments will be carried out for any applicants who believe that their medical condition or disability is affected by their current accommodation. The applicant will be required to fill in a self-assessment medical form, or provide information from a medical professional, detailing the effect that their current accommodation has on their medical condition or disability. These forms will be assessed and where appropriate referred to a medical professional or appropriately trained officer for their opinion of how the medical condition is affected by the applicant's housing circumstances.

## **5.7 Harassment and domestic violence**

- 5.7.1 Where the applicant is a victim of harassment, domestic violence or anti-social behaviour, the Council will offer advice and support to assist applicants in identifying possible ways of resolving their situation.

## **5.8 Applicant subject to Multi Agency Public Protection Arrangements, (MAPPA)**

5.8.1 Where an applicant is subject to Multi Agency Public Protection Arrangements (MAPPA), the Council will liaise with the panel to ensure an appropriate housing solution to meet the needs of the applicant and the community.

## **5.9 Emergency housing status**

5.9.1 An emergency housing status may be awarded to applicants in exceptional circumstances, where remaining in their current accommodation may cause risk of death or serious injury, where an applicant has been assessed as having multiple needs that fall within Band A, where an applicant is terminally ill, is already in Band A and, in the opinion of a qualified medical practitioner, is likely to have less than 12 months to live, or where the applicant's home is to be demolished under one of the council's or partner organisation's redevelopment schemes. An applicant with emergency housing status who bids for a home will be considered as a priority above all other applicants in any other band.

## **5.10 Direct Lets**

5.10.1 Most properties will be advertised through the Home-Link scheme. However in certain circumstances some properties may be let directly to applicants and these properties will be let outside of the allocation scheme. Where an applicant is identified as requiring a direct let the case will be referred to a senior officer for approval. The list below gives some examples of where this may happen.

- a) Where the council has accepted a main homelessness duty towards a household but the household has not found suitable accommodation during a period of choice through the Home-Link scheme.
- b) Where the council has accepted a s189 (b) relief duty towards a household but the household has not found suitable accommodation during a period of choice through the Home-Link scheme.
- c) Where an applicant and their household require a specific size, type or adapted property and the applicant has not been able to find suitable accommodation through the Home-Link scheme
- d) Where an existing social housing tenant is required to move to make the best use of stock, including where their home is to be demolished, and they have not been successful in finding a suitable property through the Home-Link scheme
- e) Where the applicant has emergency housing status
- f) Use and occupation cases
- g) Where an applicant in Band A has refused 3 reasonable offers or made little or no effort to bid

5.10.2 Information as to which properties have been allocated though direct lets will be made available through the Home-Link feedback information.

5.10.3 Direct lets will be made based on a suitable property becoming available. Where a property becomes available that is suitable for more than one applicant with a direct let status, the date applicants were awarded a direct let status will be used as a deciding factor in deciding to whom the property will be let.

## 5.11 Direct lets to homeless applicants

- 5.11.1 Homeless applicants who are owed a main homelessness duty by the Council (under s.193 (2) of the Housing Act 1996 (as amended)) will be placed in Band A and will be able to bid for properties through the Home-Link scheme. Their date in band will be the date they originally applied to the council as homeless.
- 5.11.2 Where homeless applicants in Band A have not been have not been offered a tenancy through the bidding process at the point at which the Council has accepted the main homelessness duty, the council reserves the right to make a direct let of a property, either in the social or private rented sector, under the council's policy on discharging homelessness duties.
- 5.11.3 The main homelessness duty will come to an end, and a homeless applicant loses their priority under this section, when any of the circumstances within s.193 (6) or (7) of the Housing Act 1996 Act (as amended) are met. This will include an applicant:
- Accepting an offer of accommodation made through the Home-Link scheme
  - Accepting an offer made through the direct let process within the policy (see s.5.10 above), or
  - Accepting a suitable offer of accommodation in the private rented sector in line with section 193 of the Housing Act 1996 (as amended) and the Homelessness (Suitability of Accommodation) (England) Order 2012
  - Having been informed of the possible consequences of refusal and the right to request a review of the suitability of the accommodation, refuses a reasonable offer of suitable accommodation made through the direct let process, or in the private rented sector as outlined in c) above
- S. 193(6) of the Housing Act 1996 Act (as amended) gives the full circumstances under which the main homelessness duty comes to an end.
- 5.11.4 Where a homeless applicant is to be allocated a property through the direct let process the Council has responsibility for determining the suitability of any allocation. They will do this by assessing the household's particular needs and circumstances within the context of the general housing conditions in the area.
- 5.11.5 Where a homeless applicant is offered accommodation through a direct let, but does not feel that this offer is suitable; they have the right to request a review of the decision that the offer is suitable. For details of the review process (see Chapter 6).
- 5.11.6 As the property does not have to remain available during the review of the suitability and reasonableness of a direct let, homeless applicants are advised to accept and move in to the accommodation pending the decision on review. If the review outcome is unsuccessful for the applicant they will still have accommodation to live in whilst they consider their further options.
- 5.11.7 If a homeless applicant refuses a direct let and it is then deemed suitable at review, the main homelessness duty will come to an end. They will also have to vacate any temporary accommodation that is being provided.
- 5.11.8 If, on reviewing an applicant's refusal of a direct let, the property offered is considered to be unreasonable or unsuitable, the duty under s.193 (2) will continue and the applicant will be made a further offer of suitable accommodation.

## **5.12 Applicants who require a specific size, type or adapted property.**

5.12.1 Where an applicant requires a specific size, type or adapted property, they will be placed in the appropriate housing needs band, but may be offered a direct let if the Council have a shortage of suitable properties. For example:

- a) An applicant requires a very large property to accommodate their household.
- b) An applicant requires a property of a specific type in a specific area of the district.
- c) An applicant requires a property with specific adaptations and such a property becomes available.
- d) Where an applicant is willing to move to release a property larger than required to meet their housing needs.

## **5.13 Housing for older people (also known as sheltered housing)**

5.13.1 Housing for older people will be advertised through the Home-Link scheme. Housing for older people is generally available to applicants over 60 years of age but the age limit can be lower on some properties and it will be clearly shown in the advert. Prior to an offer of a tenancy, applicants will be subject to an assessment by the landlord of the property to establish their support needs and suitability to living in housing for older people.

## **5.14 Extra care properties**

5.14.1 Extra care properties are for older people who need the additional support services that are provided. Extra care properties are not often advertised through Home-Link. Where they are advertised, applicants who bid will be assessed based on their care needs by a specialist panel.

## **5.15 Refusals of direct let**

5.15.1 Where an applicant (other than a person owed the main homelessness duty) refuses a reasonable offer of a direct let a senior officer will review the reasons for the refusal and the applicant may lose any housing priority they held, dependent on the reasons for the offer refusal. Applicants have the right to ask for a review of this decision (see Chapter 6).

## **5.16 Local lettings plans**

5.16.1 Local lettings plans are used across the Home-Link area to help create balanced and sustainable communities. Where a local lettings plan applies, it will be stated in the property details when advertised. Details of any local lettings plans will be available from the local authority in whose area the property is situated. Some local lettings plans may ask for an applicant to have a local connection to a specific parish or village. In those cases, the connection criteria will be stipulated in the legal agreement for that development.



## Chapter 6

### 6.1 Reviews of decisions

6.1.1 The Council will carry out reviews of assessment decisions as required.

6.1.2 Examples of circumstances that may be reviewed include:

- a) Multiple need in band
- b) Emergency housing status
- c) Moving people up a band or down a band
- d) Priority assessments, in complex cases.
- e) Housing people in different accommodation to designated need size
- f) Low priority decisions
- g) Direct lets
- h) Being restricted from bidding

The above list is not exhaustive.

### 6.2 Statutory reviews

6.2.1 An applicant has the right to request a review of certain decisions made under part 6 of the Housing Act 1996 (as amended). These are:

- a) Decisions about the facts of the applicant's case which are likely to be, or have been, taken into account in considering whether to accept onto the housing register or to allocate housing accommodation to the applicant
- b) Lack of any reasonable preference based on previous behaviour s167 (2C) Housing Act 1996 (as amended)
- c) Ineligibility for an allocation based on immigration status s160ZA (9)
- d) Decisions that an applicant does not qualify for entry on to the housing register (see sections 3.3 to 3.5)

6.2.2 Decision letters issued in respect of housing applications will advise the applicant of their right to request a review and provide appropriate guidance on how to do this. An applicant can obtain further details of the review procedure from the Council.

6.2.3 A request for a review of a decision can be made in writing or verbally to a member of staff at the Council. The request should be made within 21 days following the notification of the decision. Reviews will normally be considered within 56 days of the request being received but may be completed sooner. The applicant will receive a written response outlining the result of the review.

6.2.4 An applicant will only be entitled to one internal review. If an applicant is still unhappy following the review of a decision, they can make a complaint through the council's complaints procedures. If they continue to be dissatisfied after the council complaints procedure is concluded, they can contact the Local Government Ombudsman (see s.6.4) or seek to challenge the decision through a judicial review.

6.2.5 Statutory reviews will be undertaken by a designated officer who was not involved in the original decision, and who is senior to the original decision making officer.

### **6.3 Homeless reviews**

- 6.3.1 Homeless applicants have the right to request a review of certain decisions made by the Council in respect of their homeless application. Within the context of the council's lettings policy this includes the decision to bring to an end the main homelessness duty by making a suitable offer of permanent accommodation through the housing register through the direct let process or in the private rented sector (see s.5.11).
- 6.3.2 If an applicant wishes to ask for the review of the Council's decision following a homeless application they must request this within 21 days of the date of the decision letter.
- 6.3.3 If an applicant wishes to request a review of the reasonableness of an offer or the suitability of the property, this must be made within 21 days of notification of a decision to make the offer. Late review requests can be considered under exceptional circumstances at the discretion of the council.
- 6.3.4 Applicants who request reviews of decisions about suitability of accommodation will be advised to accept and move into accommodation pending the outcome of their review request. If the review goes in their favour alternative accommodation will be provided as quickly as possible. However, if the reasonableness and suitability of the offer is upheld the applicant will still have accommodation to live in whilst they consider their further options.
- 6.3.5 The applicant has the right of appeal to the county court if they are dissatisfied with the decision on a review.

### **6.4 The Local Government Ombudsman**

- 6.4.1 The Local Government Ombudsman investigates complaints of injustice arising from maladministration by local authorities and other bodies. They can be asked to investigate complaints about most council matters including housing.
- 6.4.2 If an applicant is not satisfied with the action the council has taken, and has exhausted the council's own complaints procedure, they can send a written complaint to the ombudsman.
- 6.4.3 The Local Government Ombudsman can be contacted at:  
Local Government Ombudsman  
The Oaks No 2  
Westwood Way  
Westwood Business Park  
Coventry CV4 8JB  
Tel: 024 7682 0000  
Website: [www.lgo.org.uk](http://www.lgo.org.uk)

If an applicant wishes to make a complaint against a housing association, they should contact:

The Housing Ombudsman Service  
Norman House  
105 -109 Strand  
London  
WC2R 0AA  
Tel: 08457 125 973  
Website: [www.ihos.org.uk](http://www.ihos.org.uk)

## Chapter 7

### 7.1 Letting of accommodation

- 7.1.1 Properties will be advertised through the Home-Link scheme. The advertising will be carried out on a regular basis and for specific periods of time, known as advertising cycles.

### 7.2 Labelling property adverts

- 7.2.1 All adverts will include a description of the property and any other relevant information, for example rent charge, property size, length and type of tenancy, local facilities, disabled adaptations or if the property is housing for older people. The property will be labelled to show who is able to express an interest in it (known as bidding), for example, where a local connection is required, or if there is an age restriction on the property.
- 7.2.2 At least 1% of adverts will offer preference to social housing tenants needing to move for employment reasons (who would otherwise suffer hardship) under the Right to Move scheme.
- 7.2.3 Applicants should check the information contained in the property advert labelling to see if they qualify to be considered for the property.

### 7.3 Bedroom requirements

- 7.3.1 Bedroom requirements will generally be determined in line with the Local Housing Allowance (LHA) regulations (see s.5.4).
- 7.3.2 Landlords may choose to allow the under-occupation of certain properties including those that they advertise. The property advert will explain this on those properties the landlord is willing to under-occupy. Where a landlord is willing to allow under-occupation, this will generally be by allowing an applicant to be considered for one bedroom more than their assessed Local Housing Allowance (LHA) entitlement (for example allowing applicants with an assessed two bedroom LHA need to be considered for a 3-bedroom property). All households bidding for these properties and meeting the labelling criteria will be considered in line with the shortlisting criteria contained in 7.4.1 below.
- 7.3.3 Where a landlord is willing to allow under-occupation an affordability assessment will be completed to ensure that the applicant being considered for the property is able to meet rent payments. If the applicant is assessed as being unable to afford the rent payments the landlord may bypass them on the shortlist.

### 7.4 Shortlisting

- 7.4.1 After the end of an advertising cycle a shortlist of applicants bidding for the property and meeting the labelling criteria will be produced. Applicants will be ranked in order of their priority band with Band A above Band B, Band B above Band C, and Band C above Band D. Where more than one applicant in the same priority band appears on the shortlist they will be ranked in date order as determined by their date in band (see 2.3). In circumstances where there is more than one applicant in the same band with the same date in band, the applicant with the earliest registration date will appear higher on the shortlist. If there is more than one applicant with the same band, date in band and registration date an officer will make an allocation decision based on the best use of the housing stock and needs of the applicants.

- 7.4.2 Preference during shortlisting will be given to applicants within a band who have a proven connection to the local area (see 3.4.1).
- 7.4.3 When a shortlist of applicants is completed the landlord of the available property may offer an accompanied viewing of the property to a group of the highest priority applicants. This is to ensure that if the applicant who tops the shortlist decides not to take the tenancy, the property can be quickly offered to the next person on the shortlist.
- 7.4.4 After viewing the property the applicant at the top of the shortlist will be given 24 hours to accept or refuse the offer. If an applicant is offered a tenancy (verbally or in writing) and does not reply to accept that offer within the deadline given, the landlord will take this as a refusal of the offer. If the offer is refused the next person on the shortlist will be offered the property. The landlord will work down the shortlist in order.
- 7.4.5 In exceptional circumstances an officer may make a decision to bypass an applicant on a shortlist, for example, if, in doing so, the offer could put a vulnerable person at risk of any harm. Any such decisions will be explained fully to the applicant in writing by the landlord making the decision. This is known as a 'sensitive let'.

## **7.5 Formal offer of the property**

- 7.5.1 Once the applicant has confirmed their acceptance of the tenancy the landlord of the property will write to confirm the formal offer of the tenancy. The Home-Link system will then not allow that applicant to be considered for any further properties and once the tenancy starts their housing register application will be cancelled.
- 7.5.2 Once the property is ready to let the landlord of the property will complete the tenancy sign up.

## **7.6 Withdrawal of offers**

- 7.6.1 In exceptional circumstances an offer of a property may be withdrawn, for example:
- a) Where there has been a change in the applicants' circumstances
  - b) Where the successful applicant has rent arrears or other housing related debts that had previously not come to light
  - c) Following verification the applicant is not eligible for the property
  - d) Where an error has been made in the advertising criteria
  - e) Where an offer of accommodation could put a vulnerable person at risk of any harm
  - f) Where the property is no longer available to let

## **7.7 Refusing an offer of accommodation**

- 7.7.1 Usually, if an applicant refuses an offer of accommodation made through Home-Link, they will remain in their housing needs band. If an applicant unreasonably refuses three or more offers of a property made through Home-Link or has made little or no attempt to bid for accommodation, an officer may contact the applicant to offer support and assistance and verify their circumstances. The applicant may be moved into a lower priority band or be unable to bid for a specified period not exceeding 6 months

## **7.8 Allocations to staff, council members or their family members**

- 7.8.1 Members of staff, their close family and elected members who require housing with the Council may apply for housing in the same way as other applicants. Their status should be disclosed on the application form at the time of applying.
- 7.8.2 If an applicant who is a member of staff, elected member or a member of their direct family, makes a successful bid for a property the Housing Needs & Resources Manager will be informed and must approve the letting prior to the formal offer being made.

## **7.9 Tenancy management outside the scope of the lettings policy**

- 7.9.1 The following tenancy management areas are not included as part of this lettings policy as they are not included within part 6 of the Housing Act 1996 (as amended):
- a) Mutual exchanges
  - b) Introductory/starter tenancies converted to secure/assured tenancies
  - c) Where a secure/assured tenancy of a property is assigned by way of succession to the same property
  - d) Where a secure/assured tenancy is assigned to someone who would be qualified to succeed to that tenancy if the secure/assured tenant died immediately before the assignment
  - e) Where court orders are made under one of the following:
    - i. Section 24 of the Matrimonial Causes Act 1973
    - ii. Section 17 (1) of the Matrimonial and Family Proceedings Act 1984
    - iii. Paragraph 1 of schedule 1 to the Children Act 1989

## Chapter 8

### Confidentiality and access to information

#### 8.1 Applicants' rights to information

- 8.1.1 Applicants have the right to request such general information as will enable them to assess:
- a. How their application is likely to be treated under the lettings policy (including whether they are likely to be regarded as a member of a group of people who are to be given preference by this policy, (see Chapter 3)
  - b. Whether housing accommodation appropriate to their needs is likely to be made available to them.
- 8.1.2 Applicants have the right to request information held about their application which is likely to be, or has been, taken into account when considering whether to allocate them housing.

#### 8.2 Data protection

- 8.2.1 When an applicant applies to the Home-Link scheme the partner organisations will only ask for information that they need to assess their eligibility and housing needs. The partner organisations will collect and keep data in accordance with the council's guidelines on handling personal, sensitive personal or special categories of personal data.
- 8.2.2 These guidelines are in accordance with the national regulations which cover both electronic and manual records and the govern everything we do with the data, including collecting, storing, using and disposing of it.
- 8.2.3 Personal, sensitive personal or special categories of personal data held about applicants will not be disclosed to third parties apart from:
- a) Where the individual who is the subject of the confidential information has consented to the disclosure
  - b) Where disclosure is made in accordance with an information sharing protocol that complies with the ICO's current data sharing code of practice
  - c) Where the council or a partner organisation is required by law to make such disclosures

#### 8.3 Requesting information

- 8.3.1 Applicants are able to request copies of the information held regarding their application. Please note that we cannot provide you with personal information about other people if doing so will breach the regulations.

## Appendix 1

### Home-Link partner organisation list

#### Local authority

##### **Cambridge City Council**

Mandela House  
4 Regent Street  
Cambridge  
CB2 1BY  
Email: [cbl@cambridge.gov.uk](mailto:cbl@cambridge.gov.uk)  
Website: [www.cambridge.gov.uk](http://www.cambridge.gov.uk)

##### **South Cambridgeshire District Council**

South Cambridgeshire Hall  
Cambourne Business Park  
Cambourne  
Cambridge  
CB23 6EA  
Email: [cbl@scambs.gov.uk](mailto:cbl@scambs.gov.uk)  
Website: [www.scambs.gov.uk](http://www.scambs.gov.uk)

##### **East Cambridgeshire District Council,**

The Grange  
Nutholt Lane  
Ely  
Cambs.  
CB7 4PL  
Email: [customerservices@eastcambs.gov.uk](mailto:customerservices@eastcambs.gov.uk)  
Website: [www.eastcambs.gov.uk](http://www.eastcambs.gov.uk)

##### **Huntingdonshire District Council**

Pathfinder House  
St Mary's Street  
Huntingdon  
Cambridgeshire  
PE29 3TN  
Email: [housingservices@huntsdc.gov.uk](mailto:housingservices@huntsdc.gov.uk)  
Website: [www.huntingdonshire.gov.uk](http://www.huntingdonshire.gov.uk)

##### **Fenland District Council**

Fenland Hall  
County Road  
March  
Cambridgeshire  
PE15 8NQ  
Email: [info@fenland.gov.uk](mailto:info@fenland.gov.uk)  
Website: [www.fenland.gov.uk](http://www.fenland.gov.uk)

#### LSVT landlord

##### **Sanctuary Housing**

Avro House  
49 Lancaster Way Business Park  
Ely  
Cambs  
CB6 3NW  
Email: [east-lettings@sanctuary-housing.co.uk](mailto:east-lettings@sanctuary-housing.co.uk)  
Website: [www.sanctuary-housing.co.uk](http://www.sanctuary-housing.co.uk)

##### **Luminus Group**

Brook House  
Ouse Walk  
Huntingdon  
Cambridgeshire  
PE29 3QW  
Email: [homes@luminus.org.uk](mailto:homes@luminus.org.uk)  
Website: [www.luminus.org.uk](http://www.luminus.org.uk)

##### **Circle Housing**

Beacon House  
23 Hostmoor Avenue  
March  
Cambridgeshire  
PE15 0AX  
Email: [Lettings-March@circle.org.uk](mailto:Lettings-March@circle.org.uk)  
Website: [www.circle.org.uk](http://www.circle.org.uk)

## Local authority

### Forest Heath District Council

College Heath Road  
Mildenhall  
Suffolk  
IP28 7EY

Email:  
customer.services@westsuffolk.gov.uk  
Website: www.westsuffolk.gov.uk

### St Edmundsbury Borough Council

West Suffolk House  
Western Way  
Bury St Edmunds  
Suffolk  
IP33 3YU

Email:  
customer.services@westsuffolk.gov.uk  
Website: www.westsuffolk.gov.uk

## LSVT landlord

### Flagship Housing Group

Keswick Hall  
Keswick  
Norwich  
Norfolk  
NR4 6TJ

Email: [info@flagship-housing.co.uk](mailto:info@flagship-housing.co.uk)  
Website: [www.flagship-housing.co.uk](http://www.flagship-housing.co.uk)

### Havebury Housing Partnership

Havebury House  
Western Way  
Bury St. Edmunds  
Suffolk  
IP33 3SP

Email: [office@havebury.com](mailto:office@havebury.com)  
Website: [www.havebury.com](http://www.havebury.com)

Draft



## Appendix 2

### GLOSSARY OF TERMS

**Adapted properties** – a property that has been adapted for an applicant with disabilities.

**Advertising cycle** – how often properties are advertised and available to make a bid on.

**Advertised** - properties that are advertised and are available for applicants to bid for through Home-Link.

**Age restrictions** - where a property is labelled, as only being available to applicants of a certain age.

**Application number** - a unique housing register number generated by the computer system.

**Bedroom eligibility** - how many bedrooms a household is assessed as needing.

**Bid** – the process used by applicants in registering an interest in an available property.

**Choice based lettings (CBL)** - a method of allocating social and affordable homes which have become available for letting by openly advertising them, and allowing applicants to bid for these.

**Customer/applicant** - is either a tenant of a partner organisation (including those in temporary accommodation) or a housing applicant on the Home-Link housing register.

**Date of registration** - the date an application form is registered with a partner organisation.

**Date in band** - the date an application is placed in a housing needs band and used as the applicable date when shortlisting.

**Decision making organisation** - the organisation that made a particular decision about a housing or homeless application.

**Direct let** - a property that is offered directly to an applicant, without them having to bid.

**Domestic violence/abuse** - is threatening behaviour, violence or abuse (physical, psychological, sexual, financial or emotional) by a partner, former partner or a family member.

**Housing options** - looking at the number of ways in which an applicant or customer might be assisted and supported to find a solution to their housing needs. Housing options may include private rented accommodation, mutual exchange, or even a help to buy product.

**Housing register** - a list of those requesting, eligible and qualifying for housing.

**Housing related debts** - are defined as recoverable current rent arrears, former tenant arrears, outstanding re-chargeable repairs, current and former housing related service charge arrears and court costs. They do not include Council Tax debts or Housing Benefit overpayments.

**Joint application** - where more than one applicant applies to join the housing register on one application form.

**Labelling properties** - describing who is eligible to bid for a property and if there will be a preference applied.

**Local Connection** - The connection an applicant has to a specific area.

**Local elected members** - each local authority is governed by a group of elected members also known as councillors.

**LSVT landlord** - Large Scale Voluntary Transfer, where a local authority has sold its housing stock to a Registered Provider

**Mutual exchange** - a scheme which allows two social housing tenants to swap their homes.

**Partner organisations** - all the councils that are partners to the Home-Link scheme.

**Registered Providers** - also known as housing associations. These are social landlords who also provide social and affordable rented homes for which applicants/customers can bid for through the Home-Link scheme.

**Regular Forces** - Means the Royal Navy, the Royal Marines, Her Majesty's regular army or the Royal Air Force

**Reserve Forces** - Means the Royal Fleet Reserve, the Royal Naval Reserve, the Royal Marines Reserve, the Army Reserve, the Regular Reserves, the Royal Air Force Reserve or the Royal Auxiliary Air Force

**Transferring tenant** - an applicant who is currently a tenant of a local authority or registered provider and who wishes to move.

Public  
Key Decision - No

## HUNTINGDONSHIRE DISTRICT COUNCIL

**Title/Subject Matter:** Growth and Infrastructure Update  
**Meeting/Date:** Cabinet – 22nd March 2018  
**Executive Portfolio:** Executive Councillor for Housing and Planning  
**Report by:** Planning Service Manager (Growth)  
**Wards affected:** All

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### **Executive Summary:**

This quarterly report provides an update on growth and infrastructure delivery. It highlights progress with the Infrastructure Delivery Plan – specifically with Part 3 - Infrastructure Prioritisation, Funding and Programme Management.

The report also identifies progress on the key strategic transport issues and an outline of the ongoing proactive partnership work to identify infrastructure funding and opportunities to invest CIL income.

### **Recommendation:**

That the Cabinet endorses that officers continue the positive partnership working to identify infrastructure funding and opportunities to invest CIL income in 2018/2019 and opportunities to leverage other funding.

## **1. PURPOSE OF THE REPORT**

- 1.1 This report provides an update of growth and infrastructure matters and seeks affirmation of progress made.
- 1.2 The main purpose of the report is to:
- Advise of progress with Part 3 of the Infrastructure Delivery Plan (IDP) - Infrastructure Prioritisation, Funding and Programme Management
  - Highlight progress on the key strategic transport issues
  - Provide an update on partnership working with other bodies to invest in infrastructure and the expectation of agreement of key projects within the Growth & Infrastructure Group in June

## **2. WHY IS THIS REPORT NECESSARY/BACKGROUND**

- 2.1 At the Cabinet meeting on 19 November 2015 it was resolved that quarterly reports on progress with infrastructure planning were necessary to ensure the delivery of the Local Plan objectives.

## **3. PARTNERSHIP WORKING TO FUND INFRASTRUCTURE**

- 3.1 Members previously agreed (December 2015) to revise the Terms of Reference for the Growth & Infrastructure Group along with the governance structure to approve Community Infrastructure Levy (CIL) expenditure. The membership of the group was strengthened to enable more direct input from elected Members of both the District and County councils and clarifying the membership, including Town/Parish representation, statutory infrastructure partners such as the Environment Agency and NHS, and also the Combined Authority.
- 3.2 The Growth and Infrastructure Group has now formally met in this new format, with the inception meeting taking place on 5 February 2018. The group will have a pivotal role to support co-ordination and delivery of strategic growth and infrastructure. A wide range of partners will be involved to identify and support key infrastructure delivery for the district, including investment of CIL income. The Group will also act as a Project Board to support projects that enable delivery of strategic sites and ensure the project schedules within the IDP are updated and adapted to account for emerging infrastructure needs.
- 3.3 Work is now progressing with partners to identify their infrastructure priorities for the coming financial years and an initial Project Pro forma has been circulated for completion and submission by partners. Partners are required to demonstrate how a project has been arrived at, a project plan, estimated costs and a project timeline for delivery. The group will make recommendations on CIL spend to Cabinet via the Overview and Scrutiny process. For a project to be recommended and successfully attract funding, it will need to demonstrate a clear purpose and ideally also how other sources of funding might be leveraged or match funded. Overall the objective is to further enable new growth or homes, employment and infrastructure as identified in the Local Plan. The Council is also represented at officer level at the Cambridgeshire Strategic Infrastructure Group. The terms of reference for this group identify a need to support a comprehensive county-wide infrastructure plan ensuring that joint key infrastructure issues can be worked on together with the support of the Combined Authority, which is now also represented on the group. The full terms of reference attached to the Cabinet report December 2015 can be found here:

- 3.4 A 'meaningful proportion' of between 15% and 25% of CIL received is transferred under legislative requirements to the local Parish or Town Council where the development has commenced. A programme of meetings with Town and Parish Councils has commenced to promote alignment of CIL income on future infrastructure development. The legislation requires that a 'meaningful proportion' of the CIL received is passed to the Parish or Town Council - 15% of CIL income received has to be transferred to Town/Parish Councils. Currently HDC transfers sums every six months and in the case of settlements with a Neighbourhood Plan, the proportion is 25%. Decisions of expenditure on CIL receipts are at the discretion of the Town/parish Council but the Council is encouraging agreement on investment to best meet the growth aims of the Parish and wider area. To date, meetings have been held with St Neots, St Ives, Ramsey and Brampton with a meeting scheduled for Huntingdon. A local council, including Parish Councils must use CIL receipts to support development of the local council's area by funding (a) the provision, improvement, replacement, operation or maintenance of infrastructure; or (b) anything else that is concerned with addressing the demands that development places on an area. There is an obligation on Town and Parish Councils to report annually on the spend of monies either by publishing a report on their own website or on the website of the charging authority for an area if the local council does not have their own website. Ideally, the use of CIL should be deployed on common purposes identified through the IDP.
- 3.5 Engagement and joint working has also been progressed with external partners including the County Council, Health, Education and Fire authorities to understand the future infrastructure needs of these bodies.

#### **4. GROWTH AND INFRASTRUCTURE INVESTMENT AND DELIVERY PLAN**

- 4.1 Further to the publication of the Infrastructure Delivery Plan (parts 1 and 2) as part of the Local Plan 2036 evidence base, work is ongoing on part 3 of this suite of infrastructure documents – the Infrastructure Prioritisation, Funding and Programme Management Plan. The purpose of the Part 3 document is to provide a programme management tool to assist the Council and its partners in delivering the necessary infrastructure to support growth in the District. The report is due for completion in March 2018. It will replace the Infrastructure Business Plan 2013/14 and be available to view on the CIL pages of the Council website, as is the current Infrastructure Business Plan.

#### **5. HIGHWAYS AND TRANSPORT INFRASTRUCTURE PROJECTS UPDATE**

- 5.1 Progress on key projects is outlined below:

##### **A14 Cambridge to Huntingdon Improvement**

Discharge of Conditions on individual sections and development design for Section 6, Huntingdon Town centre

The A14 Strategic Stakeholder Board has been reviewed and been re-established as two groups, namely the Construction Impact Board which will discuss the issues arising out of the construction programme (road marking, closures etc.) and the Strategic Advisory Board, which will discuss the opportunities and legacy arising out of the A14 project at the strategic level.

<p>Physical works continue to timetable:</p> <ul style="list-style-type: none"> <li>• Phase 1 – Section 1 A1 widening between Alconbury and Brampton Hut– from December 2016 to summer 2018</li> <li>• Phase 1 – Section 2 Brampton Hut to East Coast Main Line (ECML) – from December 2016 to autumn 2019</li> <li>• Phase 2 – Section 3 ECML to Swavesey – from early 2017 to summer 2019</li> <li>• Phase 3 – Section 4 Swavesey to Girton – from early 2017 to summer 2019</li> <li>• Phase 4 – Section 5 Girton to Milton – from Summer 2018to autumn2019</li> </ul>
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**A428: Black Cat to Caxton Gibbet Improvement:**

<p>Highways England/Jacobs are progressing to the Preferred Route announcement stage, carrying out technical assessments and surveys</p>
<p>The implications of the A1 East of England Strategic Study on the project are being considered. This is being considered by Highways England and an updated position on the preferred route is expected early in the new year. No specific dates have yet been provided.</p>
<p>Proposed timetable is:</p> <ul style="list-style-type: none"> <li>• Autumn 2017 - Formal consultation on Preferred scheme</li> <li>• Summer 2018 - Submission of DCO application</li> <li>• Winter 2019 - Secretary of State decision</li> <li>• Spring 2020 - Commencement of Works</li> </ul>

**Oxford to Cambridge Expressway**

<p>Jacobs are now appointed to work with Highways England to take forward the next stage of the Oxford-Cambridge project work (funding for this work was identified in 2016 Autumn Statement – this is for the Stage 1 Corridor and Route Option Identification and Selection only, up to 2019 when route options shortlisted for consultation)</p>
<p>Proposed timetable for whole route (M4 to M11) is:</p> <ul style="list-style-type: none"> <li>• Summer 2018 -Decision on Expressway corridor choice</li> <li>• Autumn 2019 -Identification of route options within corridor choice</li> <li>• Autumn 2020 -Preferred route announcement Road Investment Strategy (RIS) 2 covering 2020-2025 -commence construction</li> <li>• Road Investment Strategy (RIS) 3 covering 2025-2030- completion</li> </ul>

**East Coast Main Line**

<p>The East Coast Main Line (ECML) Route Study Report for long term growth and investment was published in December 2017 with a three month consultation period. The aim is to have an open collaborative approach to planning for the future of the network and present choices to investors and funders. The report sets out the need to enable capacity growth and speed improvements throughout the network as well as the implications that High Speed Line 2 may have on the network when completed beyond 2030. Level crossing closures are proposed to increase safety and better use of technology can increase track capacity.</p>
<p>The report includes the Huntingdon to Woodwalton four tracking project as a growth option, within the medium cost category (£20m-£200m). The main work is scheduled from summer 2018 to Autumn 2020 and opening in Winter 2020. Reference is also made to a rail-enabled housing development (namely Alconbury Weald) and the viability of a</p>

new mainline station there to offer a major boost to housing values and shape investment.

Deadline for responses to the consultation is 16.3.18. The Council will submit a response but the timescales for responding to this consultation do not allow for referral to Cabinet. The consultation response will therefore be endorsed by the Portfolio Holder for Housing and Planning in consultation with the Head of Development prior to submission.

### **East-West Rail**

Network Rail is continuing to work with stakeholders and the ECML Route Study Report (highlighted above) identifies there may be provision for a passenger interchange with the East Coast Main Line (ECML) at Sandy. HDC will need to consider the scope to lobby the route and station provisions to be closer to St Neots in order to support the growth potential and economic success of the District, connectivity to Cambridge and beyond, and to ensure inward investment within the district.

## **6. COMMENTS OF OVERVIEW AND SCRUTINY**

- 6.1 The Overview and Scrutiny Panel (Economy and Growth) received the Growth and Infrastructure Planning Update.
- 6.2 A concern was raised that the Council could agree to work with a partner who won't have the resources to identify and then secure the necessary infrastructure. The example given was the Bearscroft development in Godmanchester where the NHS has now confirmed that a medical centre is not required on site, with the Town Council being told that this due to the NHS lacking the resources to adequately staff it.
- 6.3 A Member raised a concern regarding the closure of level crossings. It was explained that Network Rail's plan is to close the level crossings and replace them with bridges which means communities will remain connected. In addition, the Panel was informed that the Council are making representations to Network Rail about this project and will continue to do so.
- 6.4 Reassurance was sought by a Member that the Council is lobbying for the new East-West Rail route and station to be closer to St Neots. The Portfolio Holder assured the Panel that the Council was doing this and would continue to do so.

## **7. LINK TO THE CORPORATE PLAN, STRATEGIC PRIORITIES AND / OR CORPORATE OBJECTIVES**

- 7.1 The work on growth and infrastructure relates to the strategic priority of Delivering Sustainable Growth and specifically two associated strategic objectives.
- 7.2 The first objective under the strategic priority is as follows:  
*"To improve the supply of new and affordable housing, jobs and community facilities to meet future need."*

Our work programme includes:

- *"ensuring an adequate supply of housing to meet objectively assessed needs;*
- *planning and delivering the provision of decent market and affordable housing for current and future needs;*

- *ensuring that there are the right community facilities to accommodate the housing growth.*

The relevant key actions are:

- *prepare the Local Plan;*
- *facilitate delivery of new housing on the large strategic sites at:*
  - *St Neots*
  - *Alconbury Weald*

- 7.3 The second related objective under the strategic priority is as follows:  
*“To remove infrastructure barriers to growth”*

Our work programme includes:

- *influencing the development of the Highways and Transport Infrastructure Strategy; and*
- *facilitating the delivery of infrastructure to support housing growth.*

## **8 RESOURCE IMPLICATIONS**

- 8.1 There are no specific additional resource implications.

## **9 REASONS FOR THE RECOMMENDED DECISIONS**

- 9.1 To update Members on progress of work regarding growth and infrastructure delivery across the district. To gain Members endorsement that officers continue the positive partnership working to identify infrastructure funding and opportunities to invest CIL income in 2018/2019.

### **BACKGROUND PAPERS**

Cabinet report December 2015 –

<http://applications.huntingdonshire.gov.uk/moderngov/ieListDocuments.aspx?Clid=256&MId=5683&Ver=4>

### **CONTACT OFFICER**

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Public  
Key Decision – No  
\*

## HUNTINGDONSHIRE DISTRICT COUNCIL

**Title:** Amendments to the HDC Ventures Articles of Association

**Meeting/Date:** Cabinet 22<sup>nd</sup> March 2018

**Executive Portfolio:** Executive Councillor for Commercialisation and Shared Services - Councillor D Brown

**Report by:** Oliver Morley, Corporate Director – Services

**Ward(s) affected:** All

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### Executive Summary:

The attached documents provide an update to the articles of association for HDC Ventures, the wholly owned commercial vehicle of Huntingdonshire District Council, who is the sole shareholder. The amended Articles of Association allow for the replacement of a Board Member in the event that they cease to be a Member of Huntingdonshire District Council. The Articles can only be changed by a decision of the shareholder, and this update provides an update to the version previously agreed by the Council.

With the first commercial business case having now been agreed, the ability to change Board Directors, should the need arise, becomes more significant.

The Cabinet is

### RECOMMENDED

To approve the amended Articles of Association for HDC Ventures.

## **1. PURPOSE OF THE REPORT**

- 1.1 To amend the Articles of Association of HDC Ventures to allow for the replacement of Councillor Directors should they cease to hold office.

## **2. BACKGROUND**

- 2.1 In November 2016, Huntingdonshire District Council approved the creation of HDC Ventures, a wholly owned trading company, with two Councillors appointed as Directors, together with two Officer Directors, to the board of HDC Ventures.
- 2.2 In February 2018, the business case for the creation of HDCV Security Services Ltd. was approved, agreeing to the establishment of a company seeking to trade in services associated with the monitoring of closed circuit television monitoring equipment and associated services. This business is in the process of being established, with contracts due to be signed with an approved commercial partner.
- 2.3 The changes to the Articles of Association are intended to improve the management of HDC Ventures by allowing for the replacement of Councillor Members should they cease to be an elected member of the Council.

## **3. WHAT ACTIONS WILL BE TAKEN**

- 3.1 Following approval of the Articles of Association, they will be adopted by the HDC Ventures Board. These will then govern the way that the Board conducts its business.

## **4. LINK TO THE CORPORATE PLAN**

- 4.1 The recommendation relates to the Corporate objective of 'to become more business-like and efficient in the way we deliver services'.

## **5. CONSULTATION**

- 5.1 The required changes were discussed by all directors at a meeting of HDC Ventures, and have been subject to external legal advice.

## **6. IMPLICATIONS**

- 6.1 There are no significant implications.

## **7. LIST OF APPENDICES INCLUDED**

Appendix 1 – Articles of Association HDC Ventures  
Appendix 2 – Shareholder Agreement HDC Ventures

## **8. REASONS FOR THE RECOMMENDED DECISION**

- 8.1 HDC Ventures is evolving, further challenges and needs will emerge over time. Any future changes which require shareholder agreement will be brought back to the shareholder for approval

## **BACKGROUND PAPERS**

No background papers were relied upon in the writing of this report.

## **CONTACT OFFICER**

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## **HDC Ventures Limited**

## **Articles of Association**

Trowers & Hamlins LLP  
3 Bunhill Row  
London  
EC1Y 8YZ

**t** +44 (0)20 7423 8000  
**f** +44 (0)20 7423 8001  
[www.trowers.com](http://www.trowers.com)

**trowers & hamlins**

**Company number:**

**Private company limited by shares**

## **Articles of Association**

**of**

## **HDC Ventures Limited**

as adopted by special resolution passed on [            ]

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### **Model Articles**

- 1        The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008, as amended prior to the date of adoption of these Articles (the **Model Articles**), shall apply to the Company save in so far as they are excluded or varied hereby and such Model Articles (save as so excluded or varied) together with the following articles shall be the articles of association of the Company. References to **these articles** shall be to the following articles as amended from time to time together with such Model Articles as apply to the Company.

### **Objects clause**

- 2        The Company's objects are unrestricted.

### **Unanimous decisions**

- 3        A decision of the directors which takes the form of a resolution in writing may consist of several copies each signed by one or more eligible directors. Article 8 of the Model Articles shall be modified accordingly.

### **Calling a directors' meeting**

- 4        A director may waive the requirement that notice of a meeting of the directors or of a committee of the directors be given to him at any time before or after the date on which the meeting is held by notifying the Company to that effect. Where a director gives such notice to the Company after the meeting has been held, that does not affect the validity of the meeting or of any business conducted at it. Article 9(4) of the Model Articles shall be modified accordingly.
- 5        If all the directors participating in a meeting are not in the same place, the meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is. Article 10(3) of the Model Articles shall not apply to the Company.

### **Quorum for directors' meetings**

- 6 The quorum for the transaction of business of the directors shall be two, including at least one director who is an elected member and one director who is an officer. Article 11(2) of the Model Articles shall be modified accordingly.
- 7 If the directors for the time being are unable to form a quorum, the directors must not take any decision other than a decision:
- 7.1 to appoint such number of further directors as are required to make up the quorum required; or
- 7.2 to call a general meeting so as to enable the shareholders to appoint further directors. Article 11(3) of the Model Articles shall not apply to the Company.

### **Conflicts of interest**

- 8 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

### **Authorisation of directors' conflicts of interest**

- 9 For the purposes of section 175 of the Companies Act 2006, as amended, consolidated or re-enacted from time to time (the **2006 Act**), the directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach by a director of the duty to avoid conflicts of interest set out in that section of the 2006 Act. Any reference in these articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 10 Authorisation of a matter under article 9 shall be effective only if:
- 10.1 the matter in question shall have been proposed in writing for consideration by the directors, or in such other manner as the directors may determine;
- 10.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other interested director (together the **Interested Directors**); and
- 10.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.
- 11 Unless otherwise determined by the directors (excluding the Interested Directors), any authorisation of a matter under article 9 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 12 Any authorisation of a matter under article 9 shall be on such terms and/or conditions as the directors (excluding the Interested Directors) may determine, whether at the time such authorisation is given or subsequently and may be varied or terminated by the directors (excluding the Interested Directors) at any time. Such terms or conditions may include (without limitation) terms and conditions as to the duration, renewal and/or revocation of the authorisation, and/or the exclusion of the Interested

Directors from all information and discussion of the matter in question. A director shall comply with any obligations imposed on him by the directors (excluding the Interested Directors) pursuant to any such authorisation.

13 A director, notwithstanding his office, may be a director or other officer of, employed by, a member of or otherwise interested (including by the holding of shares) in, the Council or in a shareholder who has appointed him as a director of the Company, or any other member of such shareholder's group, or an employee of another local authority placed at the disposal of the Council pursuant to section 113 of the Local Government Act 1972, and no authorisation under article 9 shall be necessary in respect of any such interest

14 If a director receives or has received any information otherwise than by virtue of his position as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

14.1 disclose any such information to the Company, the directors or any other director or employee of the Company; or

14.2 use or apply any such information in connection with the performance of his duties as a director;

provided that to the extent that such duty of confidentiality arises out of a situation or relationship which would or might otherwise constitute or give rise to a breach by the director of the duty to avoid conflicts of interest set out in section 175 of the 2006 Act, this article shall apply only if such situation or relationship has been authorised by the directors under article 9.

15 A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under article 9 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

#### **Appointment and removal of directors**

16 Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum and the minimum number is two.

17 Notwithstanding any other provision of these articles, the holder or holders of a majority in nominal value of the issued ordinary shares in the capital of the Company may at any time and from time to time:

17.1 appoint any person to be a director (provided that any such appointment does not cause the number of directors to exceed a number fixed by or in accordance with these articles as the maximum number of directors); or

17.2 remove any director from office.

Every such appointment or removal shall be effected by notice in writing to the Company and shall take effect immediately (or on such later date, if any, specified in



the notice). Any such notice of appointment or removal may consist of several documents in similar form, each signed by or on behalf of one or more holders.

- 18 The board of directors of the Company may at any time and from time to time resolve to:
- 18.1 appoint any person to be a director (provided that any such appointment does not cause the number of directors to exceed a number fixed by or in accordance with these articles as the maximum number of directors); or
- 18.2 remove any director from office.
- 19 In any case where, as a result of bankruptcy, the company has no shareholders and no directors, the trustee in bankruptcy or other transmittee(s) of the last shareholder to have a bankruptcy order made against him has the right, by notice in writing, to appoint a natural person (including himself) who is willing to act and is permitted to do so to be a director.

#### **Termination of a director's appointment**

- 20 Notwithstanding any other provision of these articles, a person ceases to be a director, in the following circumstances;
- 20.1 as soon as he has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated; or
- 20.2 being an officer or an elected member of the Council at the time of his appointment as a director, his employment by the Council is terminated for any reason or he ceases to be an elected member of the Council.

#### **Company secretary**

- 21 The directors may appoint a company secretary for such term, at such remuneration and upon such conditions as they think fit. Any company secretary may be removed or replaced by the directors.

#### **Nil- or partly-paid shares permitted**

- 22 Article 21 of the Model Articles shall not apply to the Company. If the Company at any time has nil or partly-paid shares in issue, articles 52 to 62 (inclusive) of the model articles of association for public companies contained in Schedule 3 to the Companies (Model Articles) Regulations 2008, as amended prior to the date of adoption of these articles, shall apply to the Company and form part of these articles as if the text of such provisions was set out in full in these articles.

#### **Share certificates**

- 23 Every share certificate must specify the amount paid up on the shares to which it relates. Article 24(2)(c) of the Model Articles shall not apply to the Company.

### **Share transfers**

- 24 The instrument of transfer of any share taken on formation of the Company by a subscriber to the company's memorandum of association need not be executed by or on behalf of the transferee even where the share is not fully paid.

### **Calculation of dividends**

- 25 Except as otherwise provided by these articles or the rights attached to shares, all dividends must be:
- 25.1 declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
- 25.2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly. For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount. Article 30 of the Model Articles shall be modified accordingly.

### **Proceedings at general meetings**

- 26 If a general meeting is adjourned, then notice of the time and place to which it is adjourned shall be given to all the members of the Company. Article 41(5) of the Model Articles shall be modified accordingly.

### **Poll votes**

- 27 A poll may be demanded by any member (present in person or by proxy) having the right to attend and vote at the meeting or by a duly authorised representative of a corporation. Article 44(2)(c) of the Model Articles shall be modified accordingly.
- 28 A demand for a poll may, before the poll is taken, be withdrawn. A demand so withdrawn shall not invalidate the result of a vote on a show of hands declared before the demand was made. Article 44(3) of the Model Articles shall not apply to the Company.

### **Proxies and corporate representatives**

- 29 The failure of any proxy or corporate representative to vote in accordance with any instructions given by the member by whom such proxy or corporate representative is appointed shall not invalidate the result of any vote in which the proxy or corporate representative has participated and the Company and the directors shall be under no duty to enquire as to the instructions given to any such proxy or corporate representative.

### **Written resolutions**

30 A proposed written resolution of the members of the Company (or of a class of members) shall lapse if it is not passed before the end of the period of six months beginning with the circulation date of such resolution (as defined in section 290 of the 2006 Act).

#### **Means of communication to be used**

31 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

31.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five working days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five working days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

31.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

31.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

31.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

32 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the 2006 Act.

#### **Indemnity**

33 The Company may indemnify any relevant officer out of the assets of the Company from and against any loss, liability or expense incurred by him or them in relation to the Company (including any liability incurred in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act)) **provided that** this article shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the 2006 Act. This article does not allow for or provide (to any extent) an indemnity which is more extensive than as permitted by the 2006 Act and any such indemnity is limited accordingly. This article is also without prejudice to any indemnity to which any person may otherwise be entitled. Article 52 of the Model Articles shall not apply to the Company.

34 To the extent permitted by, and subject to the restrictions in, the 2006 Act and without prejudice to any indemnity to which he may otherwise be entitled, the board shall have the power to provide funds to meet any expenditure incurred or to be incurred by any relevant officer in defending any criminal or civil (including regulatory) proceedings, or in connection with an application under the 2006 Act, or to enable him to avoid incurring such expenditure.

35 Without prejudice to the provisions of article 53 of the Model Articles, the directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of any person who is a relevant officer or an employee or former employee of the Company or any associated company or who is or was a trustee of a retirement benefits scheme or another trust in which a relevant officer or an employee or former employee is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against by the Company.

36 In these articles:

36.1 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate;

36.2 **relevant officer** means any current or former director, alternate director, secretary or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act)), other than any person (whether an officer or not) engaged by the Company (or associated company) as an auditor, to the extent he acts as an auditor.

#### **Right to inspect accounts and other records**

37 The Council and its authorised representatives shall have the right, on giving to the Company reasonable advance notice, during normal business hours to inspect the books and records of the Company and any subsidiary of the Company. Article 50 of the Model Articles shall not apply to the Company.

#### **Definitions**

38 In these articles;

“Council” means Huntingdonshire District Council

“elected member” means an elected member of the Council; and

“officer” means an officer of the Council and shall include an employee of another local authority placed at the disposal of the Council pursuant to section 113 of the Local Government Act 1972.



**dated**

**2018**

**Huntingdonshire District Council**

and

**HDC Ventures Limited**

## **Shareholders' Agreement**

in relation to HDC Ventures Limited

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# Shareholders' agreement

dated 2018

## Parties

- (1) **Huntingdonshire District Council** having its principal place of business at Pathfinder House, St. Mary's Street, Huntingdon, PE29 3TN (**the Council**);
- (2) **HDC Ventures Limited** a company incorporated and registered in England and Wales with registered number 10861098 whose registered office is at Pathfinder House, St. Mary's Street, Huntingdon, PE29 3TN (**the Company**).

## Introduction

- (A) The Company was incorporated under the Companies Act 2006 on 11 July 2017 as a private company limited by shares. At the date of this Agreement the Company has issued 100,000 Shares which are registered in the name of and are beneficially owned by the Council.
- (B) This Agreement sets out the terms and conditions on which the Council will participate in the Company as its shareholder and is made pursuant to the Council's powers under Sections 1 and 4 of the Localism Act 2011 and the Local Government (Contracts) Act 1997, section 1.

## Agreed terms

### 1 Interpretation and definitions

#### 1.1 In this Agreement

**Articles** means the articles of association of the Company, as may be amended or replaced from time to time;

**Annual Accounts Date** means the accounting reference date of the Company from time to time;

**Associate** means, in relation to any party to this Agreement, any person, firm or company which is a connected person (within the meaning of section 1122 of the Corporation Tax Act 2010) of such party or which is an associated company of such party within the meaning of section 449 of the Corporation Tax Act 2010;

**Board of Directors** means the board of directors of the Company;

**Board Meeting** means a meeting of the Board of Directors;

**Business** means the business of the Company described in clause 3 or anything which is contemplated by the Business Plan and such other business as the Shareholders may agree from time to time in writing should be carried on by the Company;

**Business Day** means a day other than a Saturday or Sunday or public holiday in England and Wales;

**Business Plan** means the business plan for the Company in the agreed form and any subsequent business plan agreed by the Board of Directors in accordance with clause 3 and applicable from time to time;

**Completion** means completion of the allotment and issue of A Shares and B Shares in accordance with clause 2;

**Deed of Adherence** means a deed of adherence in substantially the same form as set out in schedule 1;

**Director** means any director for the time being of the Company, including where applicable any alternate director;

**Environmental Information Regulations** means the Environmental Information Regulations 2004;

**FOIA** means the Freedom of Information Act 2000;

**Group** means in relation to a company that company and any company which is a Parent Undertaking of that company or a Subsidiary Undertaking of that company or of such Parent Undertaking; and the expression Group Member shall be construed accordingly;

**Parent Undertaking** means a parent undertaking as defined in section 1162 of the Companies Act 2006;

**Shareholder** means the Council and/or any person to whom they may properly transfer any Shares in accordance with this Agreement and who enters into a Deed of Adherence agreeing to be bound by the terms of this Agreement;

**Shares** means the ordinary shares of £1 each in the Capital of the Company; and

**Subsidiary Undertaking** means a subsidiary undertaking as defined in section 1162 of the Companies Act 2006.

- 1.2 Any reference to a statute or statutory provision is a reference to it as it is in force from time to time, taking account of any change, extension, consolidation or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Clause headings in this Agreement are for convenience only and do not affect the construction of any provision.
- 1.4 References to any gender shall include the other genders and references to the singular shall include the plural and vice versa.
- 1.5 Any reference to a person (which for the purposes of this Agreement shall include a firm, unincorporated association, body corporate, government, state or agency of state, any association or partnership or joint venture (whether or not having a separate legal personality)) shall include its successors in title.
- 1.6 Any reference to a document **in the agreed form** shall be a reference to that document in the form agreed and initialled by or on behalf of each of the Shareholders for the purpose of identification and attached to this Agreement.



## 2 **Completion**

2.1 Completion shall take place immediately following execution of this Agreement, when the parties shall procure that meetings of the Company and the Board of Directors are held as may be necessary to:

2.1.1 appoint NatWest as bankers to the Company; and

2.1.2 resolve that the Company's financial year shall end on 31 March in each year.

## 3 **The business of the Company**

3.1 The Shareholder acknowledges and agrees that unless and until they agree otherwise, the business of the Company shall be initially to act as a holding company in relation to its Subsidiary Undertakings from time to time, and subsequently, in accordance with a Business Plan on sound commercial profit-making principles so as to generate the maximum achievable maintainable profits available for distribution.

3.2 The Business Plan shall be resolved upon by the Board and replaced on a rolling basis annually in respect of the coming financial year and the next three financial years and superseded or modified from time to time.

3.3 The Company will make decisions relating to the overall strategy for its Subsidiary Undertakings and their respective businesses and will communicate such decisions to those Subsidiary Undertakings.

3.4 Subject to the provisions of this Agreement, the Shareholder understands and agrees that the Company shall use all reasonable and proper means to maintain and improve the Business.

## 4 **Conduct of the Company's affairs**

4.1 With the exception of those matters requiring the Shareholders consent pursuant to clause 7, the day-to-day management of the Company shall be vested in the Directors. Without prejudice to the generality of the foregoing, the Directors will determine the general policies of the Company and the manner in which the Business is to be carried out to those matters requiring the Shareholders consent pursuant to clause 7 and to any other express provisions of this Agreement. In particular, but without limitation to the generality of the foregoing, the Directors will shall exercise all voting rights and other powers of control available to them in relation to the Company so as to procure (in so far as they are able in the exercise of such rights and power) that, at all times during the term of this Agreement, the Company shall:

4.1.1 carry on and conduct its business and affairs in a proper and efficient manner, for its own benefit and in accordance with good business practices, and

4.1.2 transact all its business on arm's length terms.

4.2 The Company shall not carry out any activity which would render the holding of Shares by any Shareholder unlawful provided that where a proposed change of law would render

such shareholding unlawful such Shareholder will use all reasonable endeavours to take such steps as are necessary to allow it to continue lawfully to hold its Shares.

- 4.3 The Company will if it requires any approval, consent or licence for the carrying on of its Business in the manner in which it is from time to time carried on or proposed to be carried on, use all reasonable endeavours to obtain and maintain the same in full force and effect.
- 4.4 The Company shall permit any Director to discuss the affairs, finances and accounts of the Company and its subsidiaries with any Shareholder's designated officers and executives at any time. All books, records, accounts and documents relating to the business and the affairs of the Company and its subsidiaries shall be open to the inspection of any such person, who shall be entitled to make any copies thereof as he or she deems appropriate to keep the relevant Shareholder properly informed about the business and affairs of the Company or to protect its interests as a Shareholder. Any confidential information secured as a consequence of such discussions and examinations shall be kept confidential by the requesting Shareholder and its designated officers and executives in accordance with the terms of clause 14.
- 4.5 The Company agrees with the Shareholder(s) that it will maintain effective and appropriate control systems in relation to the financial, accounting and record-keeping functions of the Group and will generally keep the Shareholder(s) informed of the progress of each Group Member's business and affairs and in particular will procure that each Shareholder is given such information and such access to the officers, employees and premises of the Group as it may reasonably require for the purposes of enabling it to monitor its investment in the Group and to comply with its obligations under the Prudential Code for Local Authorities.
- 4.6 The Company shall itself comply with and assist the Shareholder comply with its statutory obligations relating to propriety, governance, public procurement or state aid in force from time to time and any other legal obligations insofar as such obligations arise from the Company's legal or contractual relationship with the Council.
- 4.7 Any reference to a statute or statutory provision is a reference to it as it is in force from time to time, taking account of any change, extension, consolidation or re-enactment and includes any subordinate legislation for the time being in force made under it
- 4.8 Each Shareholder shall take all such steps and do all such acts and things as may be necessary or desirable, including, without limitation, exercising all voting and other rights and powers of control available to it, in relation to the Company so as to procure (insofar as it is able to do so by the exercise of those rights and powers) that at all times during the term of this Agreement:
- 4.8.1 the Company is managed in accordance with the objectives and provisions of this Agreement; and
- 4.8.2 the Company performs and complies with all obligations on its part under this Agreement and the Articles.

## 5 **The Board of Directors**

- 5.1 A Board Meeting shall be held no less than once in every three calendar months.

5.2 Unless otherwise agreed by all the Directors, at least 5 Business Days' notice shall be given to each of the Directors of all Board Meetings. The notice convening a Board Meeting shall include an agenda specifying in reasonable detail the matters to be discussed, together with any relevant papers for discussion at such meeting.

## 6 **Finance for the Company**

6.1 If the Company requires capital, the Company may request such capital from the Shareholder **provided that** the Shareholder shall not be obliged to provide any guarantee or security in respect of any indebtedness of the Company or to put up the finance concerned.

6.2 If the Company requires further capital, the Company shall endeavour to obtain such finance from a third party lender on the best terms which could reasonably be expected to be obtained in the open market **provided that** the Shareholder shall not be obliged to provide any guarantee or security in respect of any indebtedness of the Company or to put up the finance concerned.

## 7 **Matters requiring the consent of the Shareholder**

7.1 Each Shareholder shall take all such steps and do all such acts and things as may be necessary or desirable, including, without limitation, exercising all voting and other rights and powers of control available to it in relation to the Company or any Subsidiary Undertaking, so as to procure (insofar as it is able to do so by the exercise of those rights and powers) that at all times during the term of this Agreement no action shall be taken or resolution passed by the Company or any Subsidiary Undertaking in respect of any of the following matters except with the prior written consent of the Shareholder(s):

7.1.1 the making of any material change in the nature of the Business or the jurisdiction in which it is managed and controlled;

7.1.2 the issue or allotment of any shares in the capital of the Company or any Subsidiary Undertaking of the Company or the creation of any security or the grant of any option or rights to subscribe in respect thereof or to convert any instrument into such shares;

7.1.3 the reduction of the share capital or variation of the rights attaching to any class of shares in the capital of the Company or any Subsidiary Undertaking of the Company or any redemption, purchase or other acquisition by the Company of any shares or other securities of the Company or any Subsidiary Undertaking of the Company;

7.1.4 the sale, transfer or disposal of the whole or a substantial part of the Business, or any dilution of the Company's interest in any Subsidiary Undertaking;

7.1.5 the formation of any Subsidiary Undertaking or the acquisition of or investment in any other company or business;

7.1.6 the merger or amalgamation of the Company or any Subsidiary Undertaking of the Company with any other company or the participation in any partnership or joint venture;

- 7.1.7 the incurring of any borrowings or other indebtedness (other than normal trade credit) or the giving of any guarantees;
- 7.1.8 the approval and/or adoption of any Business Plan or annual budget or any variation of the Business Plan; or annual budget from time to time;
- 7.1.9 the entering into any purchase, sale, lease or licence of any freehold or leasehold property (other than in accordance with the Business Plan);
- 7.1.10 disposing of any assets of the Company or any Subsidiary Undertaking;
- 7.1.11 any changes to the Articles of the Company or any Subsidiary Undertaking of the Company;
- 7.1.12 entering into any arrangement, contract or transaction between the Company or any Subsidiary Undertaking of the Company and any third party which has an annual contract value in excess of £150,000 (or the equivalent amount in any other currency);
- 7.1.13 any change of the Company's name, auditors, bankers, accounting reference date;
- 7.1.14 entering into an agreement to do any of the foregoing.

## 8 **Production of accounts**

- 8.1 The Company shall instruct its auditors or accountants(as applicable) to prepare and audit a balance sheet of the Company, as at the Annual Accounts Date each year and a consolidated profit and loss account of the Company, for the 12 month financial period ending on the Annual Accounts Date each year to be presented to the Shareholders within 3 calendar months after the end of the period to which such accounts relate. The balance sheet and profit and loss account will be accompanied by an annual report.
- 8.2 All accounts referred to in this clause shall be prepared in pounds sterling and in accordance with applicable law and generally accepted accounting standards, principles and practices in the United Kingdom.

## 9 **Anti-corruption**

- 9.1 In this clause:

**Adequate Procedures** means adequate procedures, as referred to in section 7(2) of the Bribery Act 2010 and any guidance issued by the Secretary of State under section 9 of the Bribery Act 2010;

**Associated Person** means in relation to a party to this Agreement, any person (including an officer, employee, agent or subsidiary) who performs services for or on behalf of that party;

**Corrupt Activity** means extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money-laundering or any similar activity including without limitation any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 Bribery Act;

- 9.2 Each party declares and undertakes to the other parties that:
- 9.2.1 it has not and will not in relation to the Company or the operation of the Business, engage in any Corrupt Activity;
  - 9.2.2 it will not authorise or acquiesce in or turn a blind eye to, any Corrupt Activity;
  - 9.2.3 it has and will maintain in place, or in the case of the Company it will put and maintain in place, Adequate Procedures designed to prevent any Associated Person from undertaking any conduct that would give rise to an offence under section 7 of the Bribery Act 2010;
  - 9.2.4 it has not and will not engage in any activity, practice or conduct which could place the Company or any other party in breach of section 7(1) Bribery Act;
  - 9.2.5 from time to time, at the reasonable request of the other party, it will confirm in writing that it has complied with its undertakings under this clause 9.2 and will provide any information reasonably requested by the other party in support of such compliance; and
  - 9.2.6 it will ensure that its Associated Persons will comply with its commitments under this clause 9.

9.3 Breach of any of the undertakings in this clause shall be deemed to be a material breach of this Agreement.

## 10 **Transfer of Shares**

10.1 The Directors and the Company shall procure that no person who acquires Shares in the Company (whether by transfer or allotment or otherwise) (a **New Shareholder**) shall be registered as their holder unless or until he has entered into a Deed of Adherence.

10.2 A New Shareholder who has entered into a Deed of Adherence in accordance with clause 10.1 shall have all the rights and obligations as if he were an original party to this Agreement in the capacity of a Shareholder.

## 11 **Conflict with the Articles**

In the event of any ambiguity or discrepancy between the provisions of this Agreement and the Articles, then it is the intention of the Shareholder that the provisions of this Agreement shall prevail. Accordingly, each Shareholder (so far as each is able) shall take all such steps and do all such acts and things as may be necessary or desirable, including, without limitation, exercising all voting and other rights and powers of control available to it in relation to the Company, so as to give effect to the provisions of this Agreement and shall further if necessary procure (insofar as it is able to do so by the exercise of those rights and powers) any required amendment to the Articles.

## 12 **No fetter**

Nothing in this Agreement shall operate to bind the Company to the extent that it constitutes an unlawful fetter on any statutory power of the Company (but this shall not

affect the validity of the relevant provision as between the other parties to this Agreement or the respective obligations of such other parties as between themselves under clause 11).

### 13 **Duration and termination**

13.1 This Agreement shall continue in full force and effect, unless otherwise agreed in writing by the Shareholders until the earlier of the following events:

13.1.1 each of the Shareholders agrees in writing to terminate this Agreement;

13.1.2 an effective resolution is passed or a binding order is made for the winding up of the Company;

13.1.3 all of the Shares become beneficially owned by one person;

**provided that** this Agreement shall cease to have effect as regards any Shareholder who ceases to hold any Shares in the Company, except for any provisions which are expressed to continue in force thereafter.

13.2 Termination of this Agreement pursuant to this clause shall not release any party from any liability which at the time of termination has already accrued to another party or which may accrue after termination of this Agreement in respect of any act or omission prior to such termination.

13.3 Upon termination of this Agreement pursuant to clause 13.1 the Shareholders shall do all such acts and things as are necessary to procure (so far as they are able) (including, without limitation, the holding of a general meeting of the Company and the passing of appropriate shareholder resolutions) that the Company be wound up.

### 14 **Confidentiality**

14.1 This clause applies to:

14.1.1 all information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by one party to one of the other parties whether before or after the date of this Agreement;

14.1.2 any information concerning the business affairs of one party or any member of its Group or other information confidential to that party or its Group which one of the other parties learns as a result of the relationship between the parties pursuant to this Agreement;

including any information relating to any party's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs (together, **Confidential Information**).

14.2 In this clause, in relation to a particular item of Confidential Information:

14.2.1 the **Disclosing Party** means the party by whom (or on whose behalf) that Confidential Information is disclosed or (where there is no such disclosure) the party to whom the Confidential Information relates, or to whom the Confidential

Information is proprietary or who otherwise desires that the confidentiality of the Confidential Information is respected; and

14.2.2 the **Receiving Party** means the other party.

14.3 During the term of this Agreement and after termination of this Agreement for any reason whatsoever, the Receiving Party shall:

14.3.1 keep the Confidential Information confidential;

14.3.2 not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with this clause 14; and

14.3.3 not use the Confidential Information for any purpose other than the performance of its obligations and the exercise of its rights under this Agreement.

14.4 Notwithstanding clause 14.3, the Receiving Party may disclose Confidential Information as follows:

14.4.1 to its professional advisers (each, a **Recipient**) providing the Receiving Party ensures that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement; and

14.4.2 to other parties to this Agreement, and where disclosure is required by law, by any court of competent jurisdiction or by any appropriate regulatory body.

14.5 This clause 14 shall not apply to any Confidential Information which:

14.5.1 is at the date of this Agreement in, or at a later date comes into, the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;

14.5.2 was known by the Receiving Party before receipt from (or on behalf of) the Disclosing Party (or, as appropriate, before the Receiving Party learnt of the same pursuant to this Agreement) and which had not previously been obtained under an obligation of confidence; or

14.5.3 subsequently comes lawfully into the Receiving Party's possession from a third party, free of any obligation of confidence.

14.6 The Company acknowledges that the Shareholder is subject to the requirements of the FOIA, the Environmental Information Regulations and other access to information and propriety controls as provided in legislation, and shall facilitate the Shareholder's compliance with its Information disclosure requirements pursuant to and in the manner provided for in clauses 14.7 and 14.10.

14.7 If the Shareholder receives a Request for Information in relation to Information that the Company is holding and which the Shareholder does not hold itself, the Shareholder shall refer to the Company such Request for Information as soon as practicable and in any

event within five (5) Business Days of receiving a Request for Information, and the Company shall:

14.7.1 provide the Shareholder with a copy of all such Information in the form that the Shareholder requires as soon as practicable and in any event within 10 Business Days (or such other period as the Shareholder acting reasonably may specify) of the Shareholder's request; and

14.7.2 provide all necessary assistance as reasonably requested by the Shareholder to enable the Shareholder to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

14.8 Following notification under clause 14.7, and up until such time as the Company has provided the Shareholder with all the Information specified in clause 14.7, the Company may make representations to the Shareholder as to whether or not or on what basis Information requested should be disclosed, and whether further information should reasonably be provided in order to identify and locate the information requested, provided always that the Shareholder shall be responsible for determining, at its absolute discretion:

14.8.1 whether Information is exempt from disclosure under the FOIA and the Environmental Information Regulations; and

14.8.2 whether Information is to be disclosed in response to a Request for Information, and in no event shall the Company respond directly to a Request for Information.

14.9 The Company acknowledges that (notwithstanding the provisions of clause 14.1) the Shareholder may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under part I of the Freedom of Information Act 2000, be obliged under the FOIA or the Environmental Information Regulations to disclose Information concerning the Managers or the Company:

14.9.1 in certain circumstances without consulting with the Company; or

14.9.2 following consultation with the Company and having taken its views into account.

14.10 The Company shall transfer to the Shareholder any Request for Information received by it as soon as practicable and in any event within 3 Business Days of receiving it.

14.11 The Company acknowledges that any lists provided which list or outline Confidential Information are of indicative value only and that the Shareholder may nevertheless be obliged to disclose Confidential Information in accordance with clause 14.9.

## 15 **General**

15.1 Except where this Agreement provides otherwise, each party shall pay its own costs relating to or in connection with the negotiation, preparation, execution and performance by it of this Agreement and of each agreement or document entered into pursuant to this Agreement and the transactions contemplated by this Agreement.



- 15.2 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 15.3 No delay, indulgence or omission in exercising any right, power or remedy provided by this Agreement or by law shall operate to impair or be construed as a waiver of such right, power or remedy or of any other right, power or remedy.
- 15.4 No single or partial exercise or non-exercise of any right, power or remedy provided by this Agreement or by law shall preclude or restrict any other or further exercise of such rights, power or remedy or of any other right, power or remedy.
- 15.5 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 15.6 A waiver of a breach of any of the terms of this agreement or of a default under this Agreement will not prevent a party from subsequently requiring compliance with the waived obligation.
- 15.7 The rights and remedies provided by this Agreement are cumulative and are not exclusive of any rights, powers or remedies provided by law.
- 15.8 The provisions of this Agreement insofar as they have not been performed at Completion shall remain in full force and effect notwithstanding Completion.
- 15.9 If any provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that shall not affect or impair:
- 15.9.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- 15.9.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 15.10 This Agreement, and the documents referred to in it, constitute the entire agreement and understanding between the parties and supersede any previous agreement, understanding or arrangement between the parties relating to the subject matter of this Agreement.
- 15.11 Each of the parties acknowledges and agrees that:
- 15.11.1 in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance, warranty or understanding of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement or those documents;
- 15.11.2 the only remedy available to it arising out of or in connection with this Agreement or its subject matter shall be for damages for breach of contract under the terms of this Agreement;
- 15.11.3 nothing in this clause shall operate to limit or exclude any liability for fraud.

15.12 Save for a person who enters into a Deed of Adherence pursuant to clause 10.2, no person who is not a party to this Agreement shall have any right to enforce this Agreement or any agreement or document entered into pursuant to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

16 **Assignment**

16.1 This Agreement is personal to the parties and neither party shall assign, transfer, charge, make the subject of a trust or deal in any other manner with this Agreement or any of its rights or obligations under it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement without the prior written consent of the other party. Each party is entering into this Agreement for its benefit and not for the benefit of another person.

17 **No partnership or agency**

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or to authorise any party to act as agent for any other or to establish any other fiduciary relationship between the parties. No party shall have authority to act in the name or on behalf of or otherwise to bind the other party in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18 **Notices**

18.1 Any notice or other communication given under this Agreement:

18.1.1 shall be in writing;

18.1.2 shall be signed by or on behalf of the party giving it;

18.1.3 shall be served by delivering it by hand or sending it by pre-paid recorded delivery or registered post (or registered airmail in the case of an address for service outside the United Kingdom) or by fax at the address or fax number set out in clause 18.2 of the party due to receive it and marked for the attention of the person named in clause 18.2 (or at such other address or fax number or marked for the attention of such other person as last notified in writing to the other parties;

18.1.4 shall be deemed to have been received:

(a) if delivered by hand, at the time of actual delivery;

(b) in the case of pre-paid recorded delivery or registered post, two Business Days after the date of posting;

(c) in the case of registered airmail, five Business Days after the date of posting; and

(d) in the case of fax, at the time of completion of transmission.

18.2 The addresses and fax numbers of the parties for the purposes of clause 18.1 are:

**Huntingdonshire District Council**

Address: Pathfinder House,  
St Mary's Street,  
Huntingdon,  
United Kingdom,  
PE29 3TN

For the attention of: **Joanne Lancaster**

**HDC Ventures Limited**

Address: Pathfinder House,  
St Mary's Street,  
Huntingdon,  
United Kingdom,  
PE29 3TN

For the attention of: **Anthony Roberts (Company Secretary)**

- 18.3 To prove delivery it shall be sufficient to prove that the envelope containing the notice was addressed to the address of the relevant party set out in clause 18.2 (or as otherwise notified in writing by that party under clause 18.2) and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery, registered post or airmail letter, or that the notice was transmitted by fax to the fax number of the relevant party set out in clause 18.2 (or as otherwise notified in writing by that party under clause 18.2).
- 18.4 In this clause if deemed receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.
- 18.5 For the avoidance of doubt, a notice or other communication given under this Agreement shall not be validly served if sent by e-mail.
- 19 **Counterparts**
- 19.1 This Agreement may be executed in any number of counterparts and by different parties on separate counterparts (which may be facsimile copies), but shall not take effect until each party has executed at least one counterpart. Each counterpart shall constitute an original, and all the counterparts together shall constitute a single agreement.
- 20 **Applicable law**
- 20.1 The parties agree that this Agreement and any dispute or claim arising out of or in connection with this Agreement, its negotiation or its subject matter, or any non-contractual obligation arising in connection with the foregoing, shall be governed by and construed in accordance with English law.
- 20.2 Each of the parties irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any claim or matter arising out of or in connection with this Agreement, its negotiation or its subject matter, or any non-contractual obligation arising in connection with the foregoing.

This Agreement has been executed on the date stated at the beginning of this Agreement.

## Schedule 1

### Deed of adherence

#### Deed of adherence

dated [ ] 20[ ]

By [ **Limited**] a company incorporated in England and Wales (registered number [ ]) whose registered office is at [ ] (the **New Shareholder**) in favour of the persons whose names and addresses are set out in the Schedule to this Deed (the **Continuing Parties**).

#### Introduction

- (A) This Deed is supplemental to a Shareholders' Agreement dated 2017 between [A], [B] and the Company (the **Shareholders' Agreement**) and to *[insert details of any subsequent Deeds of Adherence or Amendment]*.
- (B) The New Shareholder wishes to [subscribe for] [acquire] [ ] [A]/[B] Shares in the capital of the Company [from *Transferor*].
- (C) Clause [ ] of the Shareholders' Agreement provides that no person other than a Shareholder shall acquire shares in the Company (whether by way of transfer or allotment or otherwise) unless he enters into a Deed of Adherence in substantially the form of this Deed.

#### Agreed terms

- 1 The New Shareholder confirms that [he/it] has been given a copy of the Shareholders' Agreement and covenants with the Continuing Parties to observe, perform and be bound by every provision of the Shareholders' Agreement (other than the Excluded Clauses) as if the New Shareholder had been an original party to it.
- 2 In this Deed the Excluded Clauses shall mean clauses [insert numbers of clauses to be excluded ie ones containing a personal obligation] of the Shareholders' Agreement.
- 3 Unless the context requires otherwise, words and expressions defined in the Shareholders' Agreement shall have the same meanings when used in this Deed.
- 4 This Deed shall be governed by and construed in accordance with English law.

This Deed of Adherence has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

#### Schedule

*[Insert names and addresses of Continuing Parties]*

**Execution page**

executed as a deed by affixing **THE COMMON  
SEAL of Huntingdonshire District Council**

in the presence of

[Authorised signatory]

[Authorised signatory]

executed as a deed by )  
**HDC Ventures Limited** )  
acting by , a director )  
in the presence of: )

Director

witness signature:

name:

address:

occupation: