



A meeting of the **CABINET** will be held in the **CIVIC SUITE, PATHFINDER HOUSE, ST MARY'S STREET, HUNTINGDON, PE29 3TN** on **THURSDAY, 21 APRIL 2022** at **7:00 PM** and you are requested to attend for the transaction of the following business:-

## **AGENDA**

### **APOLOGIES**

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

To approve as a correct record the Minutes of the meeting held on 17th March 2022.

**Contact Officer: H Peacey - (01223) 752548**

**2. MEMBERS' INTERESTS**

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

**Contact Officer: Democratic Services - (01223) 752548**

**3. CAMBRIDGESHIRE HOME IMPROVEMENT AGENCY - EXTENSION OF SHARED SERVICE AGREEMENT** (Pages 11 - 54)

To receive a report from the Community Resilience Manager providing an update on the performance of Cambridgeshire Home Improvement Agency (CHIA) and to seek authorisation to extend the shared service agreement with CHIA for a further 3 years.

Executive Councillor: R Fuller.

**Contact Officer: C Deeth - (01480) 388233**

**4. PROPOSED CAMBRIDGE CONGESTION CHARGE** (Pages 55 - 64)

To receive a report on the potential introduction of congestion charging by the Greater Cambridge Partnership.

Executive Councillor: J Neish.

**Contact Officer: C Kerr - 07810 637540**

**5. OVERVIEW AND SCRUTINY MARKET TOWNS TASK AND FINISH STUDY (Pages 65 - 76)**

To receive a report from the Overview and Scrutiny Panel (Performance & Growth) detailing the outcome arising from a task and finish study on the general theme of Huntingdonshire's market towns.

Executive Councillors: R Fuller and S Bywater.

*Councillors S Corney and D Dew will be in attendance to present this item.*

**Contact Officer: B Buddle - (01480) 387057**


**6. HINCHINGBROOKE COUNTRY PARK JOINT GROUP (Pages 77 - 80)**

To receive the Minutes of the Hinchingsbrooke Country Park Joint Group held on 18th March 2022.

Executive Councillor: R Fuller.

**Contact Officer: H Peacey - (01223) 752548**

11 day of April 2022



Head of Paid Service

**Disclosable Pecuniary Interests and Non-Statutory Disclosable Interests**

Further information on [Disclosable Pecuniary Interests and Non - Statutory Disclosable Interests is available in the Council's Constitution](#)

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Arrangements for these activities should operate in accordance with [guidelines](#) agreed by the Council.

**Please contact Mrs Habbiba Peacey, Democratic Services Officer, Tel No: (01223) 752548 / e-mail: [Habbiba.Peacey@huntingdonshire.gov.uk](mailto:Habbiba.Peacey@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 Cabinet.**

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](#).

**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.

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## HUNTINGDONSHIRE DISTRICT COUNCIL

MINUTES of the meeting of the CABINET held in the CIVIC SUITE, PATHFINDER HOUSE, ST MARY'S STREET, HUNTINGDON, PE29 3TN on Thursday, 17 March 2022

PRESENT: Councillor R Fuller – Chairman.

Councillors J A Gray, D N Keane, J Neish and K I Prentice.

APOLOGIES: Apologies for absence from the meeting were submitted on behalf of Councillors S Bywater and S J Criswell and J M Palmer (Cabinet Assistant).

### 59 MINUTES

The Minutes of the meeting held on 10th February 2022 were approved as a correct record and signed by the Chairman.

### 60 MEMBERS' INTERESTS

No declarations were received.

### 61 PARKING: AGENCY AGREEMENT FOR CIVIL PARKING ENFORCEMENT IN HUNTINGDONSHIRE

Further to Minute No. 20/56, consideration was given to a report by the Head of Operations (a copy of which is appended in the Minute Book) the Cabinet were provided with details of the draft Agency Agreement between the District Council and Cambridgeshire County Council required for the District Council to undertake the enforcement of on-street offences once parking within the District boundary had been decriminalised.

It was noted that the draft Agreement had been reviewed by 3C Legal Services and was awaiting any further comments back by the County Council, with further clarification awaited on the position for the District Council should they wish to terminate the Agreement early.

Members welcomed progress with the Agreement and attention was drawn to specific concerns raised by the Overview and Scrutiny Panel (Customers and Partnerships) on a consistent acceptable standard of all signage and road markings, whereby it was identified that the on-going maintenance would be undertaken by the County Council through a Service Level Agreement to ensure that any faults are rectified through a robust mechanism that formed part of the ongoing highways maintenance as opposed to the matter being raised by the District Council. Whereupon, the Cabinet

RESOLVED

that, subject to the final amendments being presented following the review being undertaken by Cambridgeshire County Council Officers and Councillors required as part of County Council endorsement, the contents of the proposed Agency Agreement for Civil Parking Enforcement in Huntingdonshire be endorsed.

## **62 COMMUNITY INFRASTRUCTURE LEVY SPEND ALLOCATION**

With the aid of a report by the Service Growth Manager (a copy of which is appended in the Minute Book) the Cabinet were invited to consider and agree infrastructure projects as outlined in the report now submitted to be funded in whole or in part by an amount of the Community Infrastructure Levy (CIL) monies received to date.

The Executive Councillor for Strategic Planning reminded Members that this was the second of two funding rounds for 2021/22 that was launched on 9th December 2021 with a closing date of 21st January 2022. Members noted the comments of the Overview and Scrutiny Panel (Performance and Growth) and responses provided and the Executive Councillor for Strategic Finance questioned the communication method for unsuccessful applicants and potential disparity of understanding of applicants in the process. In response the Executive Councillor for Strategic Planning reassured Members that each individual was provided with a full response and outcome, as well as support available as required.

In noting the extension of time for the CIL allocation previously agreed in principle for the Wheatsheaf junction project, attention was drawn to the delays in project implementation that was outside of the District Council's control that had resulted in a longer delivery time and significantly higher costs.

In expressing their disappointment with the delays to the Wheatsheaf junction project given the critical safety concerns but overall support for the projects, the Cabinet has

### **RESOLVED**

- (a) that the information on projects previously allocated or in receipt of funding commitments and the updates on their delivery (as outlined in Appendix 1 of the report now submitted) be noted;
- (b) that Officer recommendations for projects submitted in this round for over £50,000 Community Infrastructure Levy funding as detailed in Appendix 2 of the report now submitted be approved;
- (c) that the bids submitted in this round for £50,000 or less Community Infrastructure Levy funding and the approvals in line with delegated authority (as outlined in Appendix 3 of the report now submitted) be noted;
- (d) that an extension of time of the Community Infrastructure Levy allocation until 24th March 2024 for B1040 Wheatsheaf Road/Somersham Road, St Ives Accident Reduction Scheme be approved; and
- (e) that the Deputy Leader be requested to write to Cambridgeshire County Council in respect of the scheme outlined in recommendation (d) above expressing support for the scheme but also to place on record disappointment with the significant delay to this project given the ongoing safety concerns surrounding the site location.

## 63 COVID RECOVERY - SHAPING THE FUTURE

The Cabinet considered a report by the Assistant Director Recovery and Recovery Programme Manager (a copy of which is appended in the Minute Book) to which was attached the “Shaping the Future – our approach to recovery from COVID 19” document which outlined how the Council would continue to prioritise work with communities and partners to ensure residents and businesses could access the right support to meet the challenges faced emerging from the Coronavirus pandemic.

Members’ attention was drawn to the original Community Impact Assessment and Recovery Programme established to mitigate potential risks as the pandemic continued and the further Impact Assessment that was undertaken to identify where the impacts of COVID had been the most significant.

In noting the comments of the Overview and Scrutiny Panel (Customers and Partnerships) particular attention was drawn to interest in the Recovery Programme projects associated with the promotion and supporting of jobs through the Job Club and the successful Kickstart scheme. Whereupon, the Cabinet

### RESOLVED

that the “Shaping the Future – our approach to recovery from COVID-19” document be adopted as the foundation for the Council’s approach and way of working to ensure it takes the lead with its partners, communities and its services to ensure residents and businesses can get the right support, at the right time, in the right way to recover and deliver the Vision for Huntingdonshire that:

- Supports a safe and healthy environment;
- Delivers economic growth;
- Provides value for money services; and
- Creates opportunities for the people of Huntingdonshire.

## 64 LANDSCAPE AND TOWNSCAPE SUPPLEMENTARY PLANNING DOCUMENT

Members were acquainted with a report by the Strategic Growth Manager (a copy of which is appended in the Minute Book) on the Landscape and Townscape Supplementary Planning Document (SPD) that had been developed to update and expand upon the Landscape and Townscape Assessment SPD adopted in 2007. The revised SPD would support the delivery of Huntingdonshire’s Local Plan.

The Executive Councillor for Strategic Planning referred Members to the consultation on the document that had been undertaken between 15th October and 10th December 2021 and the issues raised during this process that resulted in significant amendments and minor changes. In referring to the comments from the Overview and Scrutiny Panel (Performance and Growth) the Cabinet noted that the comments by Councillor B S Chapman had been reported incorrectly and Councillor Chapman had referred to his disappointment with the level of

community engagement and responses to the consultation, not the consultation process itself.

In noting that the SPD had been drafted to bring it inline with current legislative requirements and improved detail to support Officers in making their decisions, the Cabinet

RESOLVED

- (a) that the proposed Landscape and Townscape as a Supplementary Planning Document (SPD) be approved and by doing so supersede the Huntingdonshire Landscape and Townscape Assessment SPD (2007); and
- (b) that the comments from the Consultation Statement, Strategic Environmental Assessment and Habitat Regulations Assessment Screening Reports and Equality Impact Assessment be noted.

## **65 MARKET TOWNS PROGRAMME - SPRING UPDATE**

The Cabinet received and noted a report by the Strategic Growth Manager (a copy of which is appended in the Minute Book) on progress made to date on the Market Towns Programme (MTP) and associated work streams of the Future High Streets Fund (FHSF), Phase 1 - Accelerated Towns Programme and Phase 2 – Longer Term Programme.

Members welcomed the content of the update that assisted in providing clarification on the status of projects and avoidance of misinterpretation. The Executive Leader explained that he had been working with the Communications Manager in the provision of further communications on the Programme to be published and it was noted that a further update and associated decisions to enable ongoing delivery of the programme would be brought to Cabinet in the Summer Update.

## **66 NATIONAL NON-DOMESTIC RATES DISCRETIONARY RATE RELIEF POLICY - REVIEW**

Consideration was given to a report by the Revenues and Benefits Manager (a copy of which is appended in the Minute Book) on the introduction of a new Covid Additional Relief Fund (CARF) policy that would form part of the Council's overall Discretionary Rate Relief Policy.

The Executive Councillor for Corporate Services outlined the background to the CARF that had been designed to support businesses that had been impacted by the COVID pandemic but not eligible for other rate relief schemes and further highlighted the eligibility criteria as set out in guidance by the Department of Levelling Up, Housing and Communities.

In noting the comments from the Overview and Scrutiny Panel (Performance and Growth) and the communications plan for raising awareness across the District, the Cabinet

RESOLVED



that the inclusion of the Covid Additional Relief Fund policy into the existing National Non-Domestic Rates Discretionary Rate Relief Policy be approved with effect from 1st April 2022.

Chairman

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**Public**  
**Key Decision – Yes**

## HUNTINGDONSHIRE DISTRICT COUNCIL

**Title/Subject Matter:** Cambridgeshire Home Improvement Agency -  
Extension of Shared Service Agreement

**Meeting/Date:** Overview and Scrutiny (Customer & Partnerships) –  
7th April 2022  
Cabinet – 21st April 2022

**Executive Portfolio:** Councillor Ryan Fuller – Executive Councillor for  
Housing, Planning and Economic Development

**Report by:** Claudia Deeth, Community Resilience Manager

**Ward(s) affected:** All

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### **Executive Summary:**

This report provides an update on the performance of the Cambridgeshire Home Improvement Agency (CHIA) and provides details of the proposed extension to the shared service agreement for the service.

The shared service operates across Huntingdonshire, South Cambridgeshire and Cambridge City, and the agreement between these 3 Councils has been operating since 2012. It has overseen the provision of 630 Disabled Facilities Grants (DFGs) for residents in Huntingdonshire since 2018.

The shared service agreement remains extensively unchanged, and it is recommended that the agreement should be extended for a further 3 years.

### **Recommendation:**

The Cabinet agrees that the shared service agreement is extended for a further 3 years with authority delegated to the Chief Operating Officer in consultation with the Executive Councillor for Housing and Economic Development to finalise the agreement.

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

- 1.1 The purpose of this report is to provide an update on the performance of Cambridgeshire Home Improvement Agency (CHIA) and to seek authorisation to extend the shared service agreement with CHIA for a further 3 years.

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

- 2.1 The shared service agreement has been operating since 2012 and each year Overview and Scrutiny Panel has been provided with an update on the performance of CHIA to ensure that it is operating effectively and providing a valuable service to residents in Huntingdonshire.
- 2.2 Due to the pandemic and changes in the management structure at the District Council, Overview and Scrutiny have not received a performance report since 2020. This information is therefore included within this report.
- 2.3 The current shared service agreement is due to expire on 31<sup>st</sup> March 2022 and Officers are seeking a mandate from Cabinet to extend the agreement.

## **3. OPTIONS CONSIDERED/ANALYSIS**

- 3.1 HDC could choose not to renew the shared service agreement with the CHIA, but HDC will still have a statutory duty to provide DFGs. If the contract is not extended, the number of DFG applications might decrease and waiting time increase, leading to possible complaints, as residents are required to submit applications, appoint contractors, and oversee works themselves. It is more likely however that a third party will fill the void potentially charging higher fees than the CHIA and therefore further increasing the pressure on the Council's DFG budget.
- 3.2 Other options include returning the service in-house, which would not have the same economies of scale or resilience as the shared service or extending the agreement for a different period of time.
- 3.3 The shared service has enabled Huntingdonshire, South Cambridgeshire and Cambridge City Councils to each receive their allocations and by agreement then use them to fund DFGs where there is the greatest need.

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

- 4.1 The Panel discussed the Cambridgeshire Home Improvement Agency – Extension of Shared Service Agreement at its meeting on 7th April 2022.
- 4.2 Following questions from Councillor Mrs Wilson and Councillor West, the Panel heard that although the DFG were down last year when compared to the previous year, these numbers can fluctuate on an annual basis. Furthermore, the Panel were advised that due to the shared nature of the service, there was confidence that both capacity and funding would be sufficient to cope with demand.

- 4.3 Having received an enquiry from Councillor Gardener, the Panel were advised that although the agreement presented remained extensively unchanged, there had been implementation of a new IT system and support, which had resulted in greater efficiencies for the service.
- 4.4 The Panel welcomed the report and encourage the Cabinet to endorse the recommendation contained within the report.

## 5. PERFORMANCE OF CAMBRIDGESHIRE HOME IMPROVEMENT AGENCY

- 5.1 During 2020 - 21, CHIA assisted 147 residents living in Huntingdonshire, to enable them to stay in their homes. This is compared to 227 in 2018/19 and 256 in 2019/20, with the reduction being attributed to fewer referrals due to the pandemic.

Table 1: Number of Grants completed

Type of Grant	2019-2020	2020-2021	2021-to date
Number of DFG completed	252	143	127
Total funded through a DFG	£2,269,074	£1,286,173	£1,096,286
Assistance grants completed	0	0	0
Total grant funding through the SPA	0	0	0
Relocation grants completed	4	4	2
Total funding for relocation grants	£22,622	£16,778	£7,041
<b>Total number of grants</b>	<b>256</b>	<b>147</b>	<b>129</b>
<b>Total spend</b>	<b>£2,291,696</b>	<b>£1,302,951</b>	<b>£1,1033,327</b>

- 5.2 Prior to the pandemic, the performance of the CHIA had improved since Autumn 2017, when a new manager was appointed, and an improvement plan was introduced. The time taken to complete a Disabled Facilities Grant (DFG) reduced considerably meaning that people received the support they needed much sooner. The time taken to complete a Disabled Facilities Grant also reduced considerably, from 40 weeks in 2017/18 to 16 weeks in 2019/2020 for grants less than £10,000. For larger works costing more than £10,000 the average time taken also reduced from 57 weeks in 2017/18 to 20 in 2019/20.
- 5.3 The past two years have been challenging for the CHIA. First with the lockdown and inability to undertake works within residents' homes and then following on from the easing of restrictions, the availability of contractors to carry out works and the lack of supply of materials. This has resulted in some jobs being handed back by contractors and others being significantly delayed. Waiting times for works have therefore increased to an average of 22 weeks for works up to £10,000, and 38 weeks for larger works. This situation is reflected nationally, with many agencies facing similar challenges. On a positive note, the CHIA has recently appointed 17 new contractors since November 2021 which will help with the backlog and reduce waiting times back to pre-covid levels. This situation will be monitored on a quarterly basis by the CHIA Board as part of its performance monitoring.

- 5.4 Before the issues associated with the pandemic, which are outside of the control of the CHIA, the performance of the Agency was going from strength to strength. Frances Swann, the CHIA Manager, has also been recognised as a National Inspirational Leader by Foundations (the leading resource for Disabled Facilities Grants and Home Improvement Agencies in England). The Agency also received Audit Assurance in 2021.
- 5.5 Further information on the performance of the CHIA can be found by visiting [Cambroshire Home Improvement Agency \(cambshia.org\)](http://Cambroshire Home Improvement Agency (cambshia.org))
- 5.6 The CHIA's customer base is wide ranging. DFGs help meet the needs of older people, physically disabled adults, those with learning disabilities, physically disabled children and ex service personnel.
- 5.7 Cambs HIA has been working in partnership with Environmental Health across the 3 District Councils to design and implement a new Information Technology (IT) software package called Tascomi. Tascomi which, was acquired by IDOX in 2019 is a national company specialising in cloud based Public Protection software. Cambs HIA staff have learned how to design IT workflows to ensure the new system is lean and maximises "E working" opportunities, providing a better all-round cloud-based IT solution. The system went live on 16th March 2021.
- 5.8 The CHIA also referred customers to other services to receive support and assistance including fire safety checks, housing needs teams, welfare benefits advice, occupational therapists and adult care services.

## **6. SHARED SERVICE AGREEMENT**

- 6.1 The existing shared service agreement has been in place for 3 years having been renewed on 31<sup>st</sup> March 2019 for a further 3 years and therefore expires on 31<sup>st</sup> March 2022.
- 6.2 The CHIA is resilient and is operating with a small rolling revenue surplus despite the removal of revenue funding from Cambs County Council and the Clinical Commissioning Group.
- 6.3 The draft agreement remains extensively unchanged.

## **7. KEY IMPACTS / RISKS**

- 7.1 The continuation of the Cambridgeshire Home Improvement Agency is a positive benefit to the Council. The Agency has provided support for many residents over the years to enable them to live healthy, independent and safe in their own homes through the provision of disabled adaptations and repairs. The Council benefits hugely from this service and often links in with other projects, such as making homes more energy efficient and providing Trusted Assessors to help speed up the process in terms of referrals from Occupational Health.
- 7.2 Without the Cambridgeshire Home Improvement Agency, the Council would offer a lesser service that would only administer grants without

providing the support and project management that the CHIA provides. This would mean that applicants, who are often vulnerable, would have to submit their own applications, appoint contractors and oversee works themselves. The one-to-one support provided by the CHIA in terms of signposting to relevant organisations, providing advice, project managing adaptations/repairs and working with health and social partners would be lost.

- 7.3 As stated above, if the agreement is not extended and the service is not provided, the number of DFG applications might decrease and fewer residents would be supported to continue to live safely in their homes. This could result in long waiting times during which time, applicants would be at risk of incidents such as falls and the risk of hospitalisation increased. Alternatively, a third party will fill the void potentially charging higher fees than the CHIA and therefore further increasing the pressure on the Council's DFG budget.

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

- 8.1 Cabinet is requested to delegate authority to the Chief Operating Officer to finalise the extension of the shared service agreement to 31<sup>st</sup> March 2025.

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

- 9.1 The Huntingdonshire Corporate Plan 2018-2022 includes a vision to 'support people to improve their health and wellbeing'. There is a performance indicator linked to this vision which is to monitor 'the average time between dates of referral for Disabled Facilities Grants to practical completion for minor jobs up to £10k'. One of the five themes in the Annual Governance Statement is Morbidity/Growing numbers of years of ill health – impacting on people's ability to be self-reliant and generating additional cost through support needs.

## **10. CONSULTATION**

- 10.1 Consultation with CHIA Board has been ongoing.

## **11. LEGAL IMPLICATIONS**

- 11.1 No legal implications have been identified.

## **12. RESOURCE IMPLICATIONS**

- 12.1 The CHIA is funded by fee income – it charges 15% fees on all works completed – and a small revenue contribution by top-slicing the 3 Councils Better Care Fund allocations. In 2020/21 and in the current financial year no revenue funding has been required by HDC. The 15% fee is lower than in East Cambs (20%) and Fenland (27%) meaning the DFG budget can go further, and in Huntingdonshire it means the Council's capital

contribution is less than would be the case if fees were higher. As set out above, if the agreement is not extended and the service is not continued, the number of DFG applications and therefore grants might decrease, waiting times and complaints may increase or more likely a third party will fill the void potentially charging higher fees than the HIA and therefore further increasing the pressure on the Council's DFG budget.

### **13. HEALTH IMPLICATIONS**

- 13.1 The support provided by CHIA to residents enables them to remain living safely in their homes. Adaptations can reduce hospital admissions and delay moves into residential care.

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

- 14.1 The CHIA is operating effectively and is supporting hundreds of people every year to receive the adaptations they require in a cost-effective way. It is recommended that Chief Operating Officer in consultation with the Executive Member for Housing and Economic Development is delegated authority to extend the shared service agreement for a further 3 years. A 3-year period is considered appropriate as it provides a degree of certainty for the service whilst enabling the position to be reviewed in 3 years' times if circumstances change. The Agreement also enables any party to terminate the Agreement by giving notice – 6 months' notice if such notice is given between 1<sup>st</sup> April and 30<sup>th</sup> September or terminating at the end of the next financial year if such notice is given between 1<sup>st</sup> October and 31<sup>st</sup> March.

### **15. LIST OF APPENDICES INCLUDED**

Appendix 1 – Draft shared service agreement

### **CONTACT OFFICER**

Name/Job Title: Claudia Deeth, Community Resilience Manager

Tel No: 01480 388233

Email: [Clauida.Deeth@huntingdonshire.gov.uk](mailto:Clauida.Deeth@huntingdonshire.gov.uk)



**THIS SHARED SERVICE AGREEMENT** is dated 1<sup>st</sup> April 2022

**BETWEEN**

- (1) **CAMBRIDGE CITY COUNCIL** of the Guildhall, Market Square, Cambridge CB2 3QJ ("**City Council**")
- (2) **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House, St Mary's Street Huntingdon, Cambridgeshire PE29 3TN ("**Huntingdonshire**")
- (3) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall, Cambourne Business park, Cambourne, Cambridgeshire CB23 6EA ("**South Cambridgeshire**")

together the "Parties" and each of them a "Party".

**BACKGROUND**

- (A) The Parties entered into an agreement dated 1<sup>st</sup> April 2012 ("**2012 Agreement**") to establish and operate a Home Improvement Agency as a shared service between them (described in the 2012 Agreement as the "Agency") ("**Cambs HIA Shared Service**");
- (B) Having successfully established and operated the Cambs HIA Shared Service pursuant to the 2012 Agreement, the Parties now wish to renew their agreement on the same or substantially similar terms to the 2012 Agreement, but with such amendments to detail or structure as experience over the intervening period suggests would be sensible.
- (C) Accordingly, the following agreement will govern the Cambs HIA Shared Service from the dates specified therein.

**AGREED TERMS**

**1. Definitions and Interpretation**

" <b>Agreement</b> "	means this Agreement, including the Schedules;
" <b>Business Plan</b> "	means the document setting out the strategic direction of Cambs HIA as developed or from time to time revised at the direction and with the approval of the Management Board;
" <b>Cambs HIA</b> "	means the shared service set out herein and as more particularly described in <b>Schedule 2</b> (Objectives and Core Services);
" <b>Cambs HIA Accountant</b> "	means the officer of the Lead Authority who as part of his or her duties at any time (as determined by the Lead Authority) is charged with acting as the accountant for Cambs HIA;
" <b>Cambs HIA Budget</b> "	means the funding provided to the

	Cambs HIA for its operational purposes from the Parties and from such other authorities, bodies or agencies (including Cambridgeshire County Council pursuant to their statutory or other public interest obligations and objectives from time to time;
<b>"Cambs HIA Manager"</b>	means the manager of the Cambs HIA as appointed and employed from time to time by the Lead Authority;
<b>"Cambs HIA Team"</b>	means the staff employed by the Lead Party to work in Cambs HIA, but excluding any people seconded to Cambs HIA;
<b>"Claims"</b>	means all demands, claims and liabilities (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including legal costs) incurred in connection therewith;
<b>"Commencement Date"</b>	means the Commencement Date of the 2012 Agreement (as the same is defined therein);
<b>"Financial Year"</b>	means a year beginning on 1 <sup>st</sup> April and ending on the following 31 <sup>st</sup> March;
<b>"Force Majeure Event"</b>	means the occurrence during the term of: (i) war, civil war, armed conflict or terrorism; or (ii) nuclear, radioactive, chemical or biological explosion or contamination unless the source or cause of the explosion or contamination is the Party concerned; or (iii) fire, explosion, storm, riot and civil commotion, tempest, flood, volcanic eruption or earthquake; or (iv) pressure waves caused by devices travelling at sonic or supersonic speeds which directly causes the Party concerned to be unable to comply with all or a material part of its obligations under this Agreement;
<b>"Intellectual Property"</b>	means any and all intellectual property

	rights of any nature anywhere in the world whether registered , registerable or otherwise, including patents, utility models, trademarks, registered designs, registered domain names, applications for any of the same, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers or clients, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;
<b>"Lead Party"</b>	means Cambridge City Council or such other Party as the Parties may from time to time agree during the term of this Agreement;
<b>"Management Board"</b>	means the Management Board constituted by the Parties pursuant to clause 4.1;
<b>"New Intellectual Property"</b>	means Intellectual Property created after the Commencement Date and/or the Renewal Date which is wholly or substantially connected with Cams HIA;
<b>"New Party"</b>	means a Party admitted to this Agreement after the Renewal Date;
<b>"Original Intellectual Property"</b>	means Intellectual Property owned or licensed to a Party at the Relevant Date which is necessary or desirable for the effective or efficient operation of Cams HIA;
<b>"Party Council"</b>	means a Party to this Agreement;
<b>"Relevant Date"</b>	means the Commencement Date or the Renewal Date or the date, if later, on which a New Party enters into this Agreement;
<b>"Renewal Date"</b>	means the date of this Agreement;

"Service"	means the Cambs HIA or the service it provides (as the context so admits);
"Working Day"	means any day other than a Saturday, Sunday or public holiday in England and Wales.

## 2. Commencement and Term

This Agreement shall be deemed to have commenced on the Renewal Date and shall continue until **31<sup>st</sup> March 2025** unless terminated in accordance with the further provisions of this Agreement

## 3. Basis of Agreement

- 3.1 The Parties agree to continue to collaborate and work together in the management, operation and further development of Cambs HIA and in accordance with the principles set out in **Schedule 1** (Principles of Collaboration), the requirements set out in **Schedule 3** (Service Requirements) and the further terms of this Agreement.
- 3.2 This Agreement shall govern the arrangements between the Parties in relation to the Cambs HIA as from the Renewal Date, but without prejudice to such rights and liabilities as at the Renewal Date have accrued to each under the 2012 Agreement.

## 4. Roles, Governance and Review

- 4.1 Cambs HIA shall continue to be overseen by a Management Board, the composition, terms of reference and responsibilities of which shall be those set out in **Schedule 4** (Management Board).
- 4.2 The Lead Party shall be responsible for managing the Cambs HIA Budget and accounting for income and expenditure in accordance with the provisions of **Schedule 5** (Financial Management).
- 4.3 The Lead Party shall, in accordance with its recruitment policy, appoint the Cambs HIA Manager, whose role and responsibilities shall be those set out in **Part 1** (Key Personnel) of **Schedule 6** (Resources).
- 4.4 The Lead Party shall appoint the Cambs HIA Accountant, whose role and responsibilities shall be those set out in **Part 1** (Key Personnel) of **Schedule 6** (Resources).
- 4.5 The Parties shall, through the Management Board, make and maintain suitable arrangements to regularly monitor and review the objectives and performance of the Cambs HIA, including the resources allocated to it. Where such review results in any agreed changes to this Agreement, or to any of its Schedules, such changes shall be recorded in accordance with the variation provisions of this Agreement.

## **5. Resources**

- 5.1 The Parties shall each respectively contribute the accommodation, information and communications technology and/or staffing resources specified in **Schedule 6** (Resources) together with, in so far as reasonably practicable, such other resources, assistance and in-kind support (including staff time of those of their respective staff who are not Cambs HIA Team members) to Cambs HIA as shall be reasonably requested from time to time by the Management Board.
- 5.2 In accordance with the Principals of Collaboration, the Parties shall co-operate with and support each other and the Management Board in keeping the operational resource and accommodation needs of the Cambs HIA under review with a view to providing such resource and accommodation as shall be reasonably consistent with Cambs HIA's operational requirements.

## **6. Risks**

- 6.1 In addition and without prejudice to the respective responsibilities of the Management Board and any Key Personnel, the Parties shall each have a continuing responsibility to identify risks arising in connection with the operation of, or the discharge of responsibilities under, this Agreement or in relation to Cambs HIA's operations or responsibilities, whether specific to themselves as a Party or to Cambs HIA, or both, and shall promptly notify the other Parties and/or the Management Board (as appropriate) of any risks so identified.
- 6.2 The Parties shall develop and keep under review, through the Management Board, appropriate strategies and protocols for the management and, in so far as practicable, mitigation of such risks, including any identified by the Management Board or Cambs HIA in the course of operations.

## **7. Intellectual Property**

- 7.1 Each Party grants or shall procure the grant to the others of an irrevocable, non-exclusive, royalty-free, worldwide, freely assignable, perpetual licence of any Original Intellectual Property owned or licensed by that Party, provided that:
- (a) ownership of Original Intellectual Property shall not be affected by this Agreement, so that in relation to any Background Intellectual Property existing at the Relevant Date, ownership of it shall remain with the Party which owned it at that date; and
  - (b) in relation to any Original Intellectual Property licensed by a Party from a third party ("third party licence"), the obligation to grant or procure the grant of a licence pursuant to this clause 7.1 shall be subject to the terms of and any limitations imposed by such third party licence;
  - (c) each Party warrants to the other Parties that anything held out as its Original Intellectual Property and licenced to the other Parties pursuant to this clause 7 will not infringe the intellectual property rights of any third party.
- 7.2 All New Intellectual Property shall be owned by the Parties jointly and each Party undertakes that it will, at its own cost, at any time execute such further documents and do such acts as may be necessary for securing, confirming and vesting right, title and interest in such New Intellectual Property in the other Parties.

## **8. Indemnities**

- 8.1 Each Party shall, in equal shares, indemnify and keep indemnified the Lead Party against all liabilities, costs and expenses (including legal costs and expenses) incurred in relation to any contract, activities or commitments undertaken by the Lead Authority relating to the Cambs HIA, where the lead Party has been duly authorised to act on behalf of the other Parties and acts in accordance with that authority and/or the arrangements set out in **Schedule 5** (Financial Management).
- 8.2 Each Party ("**Indemnifying Party**") shall indemnify and keep indemnified the other Parties ("**Indemnified Parties**") fully against all third party Claims that may be brought against or incurred by one or more of the Indemnified Parties:
- (a) arising out of any act or omission pursuant to or **in** breach of this Agreement by the Indemnifying Party; and/or
  - (b) as a result of or in connection with any breach of the warranty in clause 7.1(c) (Intellectual Property).
- 8.3 The Lead Party shall be indemnified and shall be kept indemnified by the other Parties against any Claim that may be brought by or incurred in respect of any person in relation to his or her employment by one of the other Parties, including any failure to comply with duties under the Transfer of Undertakings (Protection of Employment) Regulations 2006 to inform and consult representatives.

## **9. Termination**

- 9.1 Any Party ("**Terminating Party**") may terminate its participation in this Agreement (and therefore in the Cambs HIA) upon the giving of not less than six (6) months' notice in writing to the Management Board, such notice not to expire before the last day of the Financial Year in which it is given or, where less than six (6) months remains between the giving of such notice and the last day of the then current Financial Year, the last day of the next following Financial Year.
- 9.2 Subject to the provisions of clause 12 (Force Majeure), this Agreement may be terminated in respect of a Party ("**Terminated Party**") on notice by the other Parties ("**Remaining Parties**") where the Terminated Party is in material breach of any of its obligations under this Agreement and:
- (a) the breach is incapable of remedy; or
  - (b) the breach is capable of remedy, but the Terminated Party has failed to remedy the same within sixty (60) days after receipt of a notice from or on behalf of the Remaining Parties giving full particulars of the breach and the steps required to remedy it.
- 9.3 For the purposes of clause 9.2:
- (a) a breach shall be considered capable of remedy if the Party in breach can comply with the obligation in question in all respects other than as to the time of performance, provided that time of performance in respect of that obligation is not of the essence; and
  - (b) without limitation as to any other breach of obligation which may amount to a material breach, where a Party is reasonably considered by the other Parties to be materially failing to comply with the Principles of Collaboration, such failure shall be considered to be a material breach of its obligations under this Agreement;

- (c) for the avoidance of doubt, where there are two or more Remaining Parties, the Agreement shall remain in force as between them and the termination will amount to a partial termination.

9.4 The Parties, acting through the Management Board or otherwise, may at any time mutually agree to terminate this Agreement (and therefore the Cambs HIA), on such notice as they may agree in writing, which notice shall be at least sufficient to meet the requirements of clause 10.1.

#### **10. Consequences of Termination**

10.1 Upon full termination of the Agreement, the Parties shall take such steps as may be necessary in order to wind up the Cambs HIA and its operations in a fair, timely and orderly manner.

10.2 Upon partial termination of the Agreement, to the extent that such termination results in the Cambs HIA or another Party or Parties incurring additional costs that it or they would not have incurred but for the partial termination, the Terminating Party or Terminated Party (as the case may be) shall be liable for and shall pay such additional costs upon written demand accompanied by a full and complete breakdown of all the additional costs claimed together with reasonable supporting evidence.

#### **11. Information**

The Parties shall procure that Cambs HIA shall comply with their and its respective obligations and follow the protocols in relation to the sharing and processing of information pursuant to or in connection with this Agreement and the operations of the Cambs HIA, as such obligations and protocols are more particularly set out in **Part 1** and **Part 2 of Schedule 7** (Information).

#### **12. Force Majeure**

12.1 No Party shall be considered in breach of its obligations under this Agreement, or be responsible for any delay in the performance of such obligations, if such performance is prevented or delayed wholly or in material part as a direct or indirect consequence of a Force Majeure Event.

12.2 If the performance any Party's obligations under this Agreement is, in the reasonable opinion of that Party, delayed or affected by a Force Majeure Event, then that Party shall promptly notify the other Parties in writing, giving details of the Force Majeure Event and, in so far as it can be reasonably ascertained, the anticipated length of delay.

#### **13. Notices**

13.1 All and any notices which are required to be given under this Agreement shall be in writing sent to the address of the relevant Party or Parties ("Receiving Party") given in this Agreement or to such other address as the Receiving Party may from time to time designate by notice given in accordance with this clause 13.

13.2 Notice may be delivered personally or by first class pre-paid letter post or by facsimile transmission and shall be deemed to have been served:

- (a) if by personal delivery, at the time of delivery;

- (b) if by first class, pre-paid letter post, five (5) days after posting; or
- (c) if by facsimile transmission, at the time of despatch as indicated on the facsimile confirmation receipt.

14.3 For the avoidance of doubt, notice given under the Agreement shall not be validly served if sent by e-mail.

#### **14. Status of the Parties**

14.1 The Parties acknowledge and agree that Cambs HIA is merely a name by which to identify and promote a particular shared service between them and that Cambs HIA neither has nor shall imply a legal personality separate from those of the individual Parties acting in collaboration pursuant to their respective obligations in law and under this Agreement.

14.2 Save as is otherwise expressly stated and provided for in this Agreement, nothing in this Agreement shall:

- (a) be construed as establishing or implying a merger of institutions, the establishment of a corporation, a partnership or any other form of entity whatsoever having a legal personality;
- (b) be deemed to appoint or render a Party the agent of any other Party or Parties;
- (c) entitle any Party, or to represent itself as having power or authority, to:
  - (i) incur any expenses on behalf of any other Party or Parties;
  - (ii) enter into any engagement or make any representation or warranty on behalf another Party or Parties;
  - (iii) to pledge the credit of, or otherwise bind or oblige, any other Party or Parties; or
  - (iv) undertake any liability or obligation on behalf of, or commit, any other Party or Parties in any way whatsoever without in each case, obtaining the prior written consent of the relevant Party or Parties.

#### **15. Assignment**

This Agreement is personal to the Parties and shall not be assigned or transferred, nor the performance of any obligation under it subcontracted, by any Party without the prior written consent of all the other Parties.

#### **16. Costs**

Except as otherwise specifically provided in this Agreement or as otherwise may be agreed in writing by the Parties from time to time, any and all costs incurred by any Party in relation to this Agreement and its subject matter shall be borne by that Party alone.

#### **17. Third Parties**

Without prejudice to any other right or remedy which may otherwise be available to a third party in respect of this Agreement, a person who is not a Party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.



**18. Whole Agreement**

- 18.1 This Agreement supersedes all prior representations, arrangements, understandings and agreement between the Parties (whether written or oral) relating to its subject matter and sets forth the entire, complete and exclusive agreement and understanding between the Parties relating to its subject matter.
- 18.2 Each party warrants to each of the other Parties that it has not relied on any representation, arrangement, understanding or agreement, whether written or oral, not expressly set out or referred to in this Agreement.

**19. Variation**

- 19.1 Any proposed variation to the terms of this Agreement shall be presented in writing to the Management Board for consideration.
- 19.2 No variation to this Agreement shall have effect unless and until agreed in writing signed by or on behalf of each of the Parties. Such consent may be signified by a signed minute of the relevant Management Board meeting at which the relevant variation was agreed.

**20. Dispute Resolution**

- 20.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement. In the event of any dispute arising between them, whether as to the construction or application of this Agreement or as to any issue arising under or in connection with it, the Parties shall take all reasonable steps to reach an amicable and timely solution through dialogue and negotiation between their respective representatives on the Management Board.
- 20.2 In the event that the Management Board is unable to reach agreement within sixty (60) days (or such other period as the Management Board may unanimously agree, in the circumstances of the particular case) of the dispute first being notified of the dispute, the Management Board may agree to:
- (a) escalate resolution to the respective Chief Executives of each of the Parties, or such other senior officers of the Parties as the respective Chief Executives may nominate; or
  - (b) refer the matter to external mediation, the costs of which shall be borne by the Parties in equal shares. Alternatively, such a reference may be made in the event that escalation pursuant to clause 20.2(b) fails to achieve resolution within sixty (60) days of the matter first being notified to the respective Chief Executives or their respective nominees.
- 20.3 In respect of any reference to mediation pursuant to clause 20.2(b):
- (a) the performance of the Agreement shall not be suspended, cease or be delayed by any reference of a dispute to mediation;
  - (b) if the Parties cannot agree on the choice of mediator within fourteen (14) days of the decision to refer, they shall apply for such mediator to be appointed by the Centre for Effective Dispute Resolution ("CEDR");

- (c) if considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure for the conduct of any mediation.
  - (d) if mediation produces agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives; and
  - (e) if the Parties fail to reach agreement through mediation within sixty (60) days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts or, by agreement between the Parties, to binding arbitration.
- 20.4 No legal or arbitration proceedings shall be instituted by any Party until the procedures in clauses 20.1 and (where instituted) clause 20.2 have been completed, but nothing in this clause 20 shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining another Party from doing any act or compelling another Party to do any act where it apprehends reasonably and in good faith that such an interim order shall be necessary to avoid material damage to its reputation or business, or to avoid breach of its legal obligations, or to preserve any rights of action it may have.

## **21. Governing Law**

- 21.1 This Agreement is made and shall be governed by and construed in accordance with English law and the Parties hereby irrevocably submit to the jurisdiction of the English courts.
- 21.2 If any conflict should arise between the provisions of this Agreement and the law as it relates from time to time to local government in England, the provisions of the latter shall prevail.

## **22. Publicity**

All and any press or other public announcements concerning this Agreement or the Cambs HIA shall be made only by the person or persons authorised from time to time to make such announcements by the Management Board and shall be made subject to and in accordance with the Parties' relevant policies and procedures.

**IN WITNESS WHEREOF** the Parties have executed and delivered this Agreement as a Deed in a manner legally binding upon them the day and date first above written.

**SCHEDULE 1**  
**PRINCIPLES OF COLLABORATION**

1. The Parties shall endeavour in good faith to:
  - (a) work together in the development and operation of Cambs HIA to meet their agreed aims in relation to its field of operations; and
  - (b) co-operate fully with each other and act at all times in such a way as to safeguard and further the common interests of the Parties;
2. Co-operation between the Parties shall include:
  - (a) maintaining and updating the Cambs HIA operations protocol;
  - (b) where and as appropriate, harmonising their respective administrative and other policies, procedures and structures as local authorities as the same pertain to the Cambs HIA's field of operations;
  - (c) developing and sharing resources and/or other common facilities as are necessary or appropriate to the collaboration;
  - (e) engaging in such further substantive or incidental activities as may be agreed between them from time as further facilitate or are conducive to the discharge of their collective responsibilities in relation to Cambs HIA in particular;
  - (f) such further co-operation as shall be consistent and compliant with their respective statutory and regulatory obligations as public authorities.

## SCHEDULE 2

### OBJECTIVES AND CORE SERVICES

#### 1. General

Cambs HIA is the Home Improvement Agency established by the Parties to operate across each of their respective geographical areas. Its purpose is to support disabled and vulnerable people of all ages to improve their living conditions by enabling them to remain living independently and safely in their home. The Services of Cambs HIA are provided subject to the eligibility criteria set by the individual Parties and to the level of funding each allocates from capital grants. Applications for Services may be made directly to the Cambs HIA or to the respective Parties (according to the authority area in which the applicant resides).

The strategy, scope of operation and priorities of Cambs HIA will be set out in the Business Plan as approved and amended from time to time by the Management Board on behalf of the Parties, and embraces the following core principles:

- Services will be provided in line with the relevant party's housing policies and the legislative framework as appropriate;
- Services will be made available to older people and disabled people regardless of their income. Applicants who are ineligible for grant-funded work, but who fund relevant work themselves, may be provided with technical advice and support falling within Cambs HIA's remit in return for a fee;
- In the provision of Services, including any delegated or contracted to a third party, Cambs HIA will:
  - o take account of expert guidance and recommendations, good practice, regulatory, technical and other reasonable requirements;
  - o adopt an approach that in so far as possible enables Service customers to retain choice on the solution that best fits their housing need;
  - o treat all Service applicants and customers with courtesy and respect;
  - o act only with the authority of the Service customer, or his or her legally appointed representative; and
  - o recognise the diverse needs (including cultural diversity) of Service customers.

#### 2. Service Objectives

Cambs HIA's objectives are to:

- increase the number of vulnerable people who are living in their chosen environment independently, in safe, warm, secure homes that are in good repair and appropriately adapted to their particular needs;
- increase the number of vulnerable people living in private sector accommodation that reaches the Decent Homes Standard and is free from Category 1 hazards;

- help vulnerable people to make informed decisions about the most appropriate housing solution for their needs;
- improve the quality of homes in order to reduce fuel poverty, improve well-being, prevent ill-health and reduce accidents at home;
- help vulnerable people to access unclaimed benefits and maximise income;
- help people to be successfully discharged from hospital to their own home and to help prevent people entering more institutionalised forms of care;
- help to reduce the risk of crises and emergencies amongst vulnerable people living independently which might result in a requirement for more intensive service interventions;
- provide access to information and advice to - help residents, within the area of benefit, make choices about their home environment to try to make it more suitable now and in the future. This includes information and referral to other services and support.
- to deliver Services that are timely, effective and represent good value for money;
- do such other things and at such times as the Management Board may set out in the Cambs HIA Business Plan

### **3. Promotion of Services and Wider Accountability**

Cambs HIA will proactively publicise and otherwise promote the Service and its objectives by appropriate means, including:

- targeting promotion activity on geographical areas with high percentage of older people, people with disabilities and/or poor housing stock condition;
- displaying promotional material in suitable public locations, such as libraries, GP surgeries, sheltered housing schemes and day centres and on social media
- liaison with other relevant statutory service providers, such as NHS organisations including local GPs and social services agencies, as may vary from time to time
- liaison with voluntary, charitable, community sector or other relevant groups such as Age UK and Citizens' Advice Bureaux ("CABs"), Carers Trust and others as may be necessary from time to time;
- working in partnership with such other organisations including, where appropriate, entering into agreements or liaison arrangements with them with a view to achieving Cambs HIA's objectives.
- to ensure that Cambs HIA is at all times compliant with the requirements of the General Data Protection Regulations in so far as obtaining permissions from customers to refer them for wider well being services.

#### **4. Core Services**

##### **4.1 General Advice, Information and Co-ordination**

(a) Cambs HIA will offer appropriate levels of advice, information and general co-ordination in respect of:

(i) Property specific issues, including

- repairs
- improvements
- major and minor adaptations
- general maintenance
- safety and security
- home insulation
- energy efficiency;

(ii) Income maximisation and sources of funding, including

- entitlement to welfare benefits
- availability of grants from statutory bodies and other agencies
- options to obtain regulated financial services including, releasing equity and accessing loans
- accessing charitable funding
- impact of certain options on benefit entitlement
- insurance claims
- savings;

(iii) referrals to a wide network of other relevant statutory voluntary, independent and third sector agencies, including advocacy services.

and act as case manager and point of contact with other service providers on the Service customer's behalf.

##### **4.2 Assessing Housing Needs**

When requested, to visit Service customers in their own homes and work with them together, where appropriate, with other agencies to assess their housing need and routes to obtain information about their housing options.

**SCHEDULE 3**  
**SERVICE REQUIREMENTS**

**A. GENERAL**

1. Private work

Cambs HIA will provide Services to households who would benefit from them but are not eligible for grant funding, subject to this not being prejudicial to the Service provided to those who are dependent on grant funding and taking account of any policies or terms approved by the Management Board.

2. Quality Assurance

2.1 The Grant Validation Officer or Private Sector Housing Officer (PSHO) of the relevant Party will inform Cambs HIA of any material issues arising from quality checks s/he may perform on submitted applications for validation.

2.2 Cambs HIA shall respond to requests for missing information and/or clarification within *five* (5) Working Days, or such other period as may be reasonable in the circumstances

3. Equality and Diversity

Each Party is classified as an 'Achieving Council' in terms of the Equality Framework for Local Government. Accordingly, Cambs HIA shall ensure, by regular review, that the Services and access to them is appropriate and accessible in compliance with that Framework as well as with any further monitoring or accessibility requirements of the Parties (or any of them), or agreed with funding providers and/or Cambridgeshire County Council.

4. Comments and Complaints

4.1 Cambs HIA shall adopt the lead party's written comments and complaints procedure and make this available to CHIA Team members and Service customers in a format which takes into account any disabilities or communication difficulties any CHIA Team member or Service customer may have.

4.2 Cambs HIA shall advise the Management Board and the Parties of any service complaints that are not resolved to the complainant's satisfaction under the complaints procedure and have regard to the relevant Partner's views when deciding the most appropriate course of action to take.

4.3 Complaints relating to the policies of the relevant Party, including as to eligibility, level of work undertaken or availability of capital funding will be referred back to the relevant Partner to deal with where appropriate.

5. Electronic Document Management and Storage

Cambs HIA shall ensure that all documents relating to Service customer's in each Party's administrative area are recorded appropriately on the Electronic Document Management system (EDM) to identify the relevant local authority area of residence.

6. Publicity

- 6.1 Cambs HIA will consult with all Parties on the publication of related joint initiatives which might be of interest to Service customers.
- 6.2 Cambs HIA will maintain and develop the Cambs HIA website as a source of information about its Services and related services. The Parties will assist in the establishment and development of effective links with their own websites and other key website links.

7. Contractors

- 7.1 Cambs HIA will maintain and develop a comprehensive list of approved Contractors, in accordance with the Public Sector Procurement Regulations 2015.
- 7.2 All contractors engaged on grant funded work will be required to comply with the conditions laid down for approved contractors, the Cambs HIA Contractors Code of Conduct and any other requirements as approved by the Management Board or Partner policy.

8. Grants/Assistance Policy and Processing

- 8.1 Disabled Facilities Grant referrals received directly from third parties, subject to the relevant procedural requirements, shall be processed in accordance with the respective Partner's Grants policy and the requirements of current legislation.
- 8.2 Repairs Assistance enquiries received from third parties (including for example GPs) or referred by the Partners (who will have carried out initial eligibility checks) shall be processed in accordance with the relevant Partner's Renewals Assistance Policy (as may be varied from time to time, subject to the necessary approval, to enable closer procedural alignment).
- 8.3 Cambs HIA shall forward valid applications for Disabled Facilities Grants or Repairs Assistance loans/grants to the relevant GVO or PSHO for approval consideration.

**B. FINANCIAL ARRANGEMENTS**

1. Normal fee payments to Cambs HIA

The maximum fee charged to Service customers by Cambs HIA in any Party's administrative area shall be determined by that Party.

2. Frequency and records of payments

- 2.1 Every Party will pay to the Cambs HIA Budget quarterly (by the middle of the following quarter) one quarter of the estimated annual fees due to Cambs HIA, subject to review after the second quarter, with final adjustment once the actual fees due for the Financial Year are calculated and agreed. Subject to the foregoing, the final adjustment shall be paid by end of the month following the receipt of invoice.
- 2.2 The GVO or PSHO of the relevant Party shall maintain and submit to the relevant Party's finance team and to the Cambs HIA Accountant, for each quarterly period a record of fees charged to Service Customers per job and the applicable percentage and amount. Fees shall only be charged for completed jobs (paid), unless otherwise agreed by the GVO or PSHO. The GVO or PSHO shall submit their final fees for the year by 5<sup>th</sup> April in each year to the HIA Accountant, The HIA Accountant shall provide the annual adjustment fee invoice to the relevant council's finance teams and GVO or PSHO by 30 April for the preceding Financial Year, detailing total fees due less the value of on account payments already paid by the Party.



2.3 Each Party shall pay Cambs HIA its annual adjustment invoice within thirty (30) days of receipt, provided there is no dispute outstanding.

3. Party indicative capital programmes

3.1 Each Party will provide an indicative capital budget to the Cambs HIA Accountant to assist in the budget setting process.

3.2 Party capital budgets for the forward financial years are yet to be settled, but for indicative purposes the budgets requested are shown below including the County Council grant via central government.

<b>Party</b>	<b>DFG (including county grant)</b>	<b>Special Purposes Assistance (discretionary)</b>	<b>Year</b>
City Council	£847451	£195000	2021/22
South Cambs	£825144	£120000	2021/22
Huntingdonshire	£1492102	£0	2021/22

3.3 The DFG budget is inclusive of assumed County Council grant contribution via central government Department of Health and the Better Care Fund. Future arrangements are subject to negotiation and agreement. If the actual grant received is less than the above, the budget provision will be reviewed.

3.4 All reasonable efforts must be made to ensure that any material changes having the potential to impact on the capital programme during the year, not otherwise publicly notified, are reported to the Cambs HIA Accountant and to the Management Board as a matter of priority.

4. Service Customer Contributions

Cambs HIA shall notify Service customers that their contributions are to be paid direct to Party councils. This notification shall be in advance of grant approval or prior to the commencement of the relevant works (as the case may be) or during works where a variation has occurred.

5. Third Party Contributions

5.1 Upon written notification from the third party that they will make a contribution towards the grant Cambs HIA will progress the grant or loan to validation stage.

6. Feasibility Studies and Abortive works

6.1 Cambs HIA reserves the right to charge a fee up to the maximum for any work completed by the agency where work does not proceed to a grant. This should be proportionate to the time and resources deployed to the individual project.

6.2 Cambs HIA will seek agreement in advance, for each occasion, with the relevant GVO or PSHO for feasibility studies when funding is being sought for feasibility of proposed works by the engagement of third parties e.g. structural engineer's report.

6.3 Cambs HIA shall seek agreement, on each occasion, for any payment or for abortive works e.g. architectural design completed but grant does not go ahead where the payment sought is for the architectural design element alone.

7. Payments to contractors

7.1 Payments to Contractors will be made in accordance with the procedures, timescales, systems and statutory obligations of the relevant Party as notified by each of the Parties to Cambs HIA and as subsequently advised by Cambs HIA to the contractors and suppliers concerned.

7.3 Cambs HIA shall notify the relevant Party council or PSHO at its earliest opportunity and within twenty-four (24) days of the date of the invoice when an invoice is in dispute with the contractor. This is to enable this dispute to be recorded on the relevant Party council's payment system.

7.4 The final certificate of completion shall certify that the works have been verified or inspected and shall be accompanied by the designated form, signed by the Service customer.

**C. INPUTS REQUIRED OF THE PARTY COUNCILS**

1. Policy Advice

Each Party council will:

1.1 provide day to day policy advice and direction to the Cambs HIA Manager and Cambs HIA Team on the interpretation of the relevant council policies and legislation as required;

1.2 discuss with and advise the Cambs HIA Manager of any amendments to relevant council's grants policy or legislation that may affect Service customers;

1.3 discuss on a regular basis complex cases in order to progress them to an eventual outcome following a report to the relevant GVO or PSHO;

1.4 share information on regulatory compliance and good practice requirements.

2. Grant Approvals/Forecast of capital spend

2.1 Each Party council will approve grant and/or loan applications within a fourteen (14) working days target and send the customer a grant approval letter, allowing fourteen

days cooling off period prior to the relevant Party council notifying the successful contractor(s). A customer may waive this period if they so choose.

- 2.2 The relevant GVO or PSHO shall provide Cambs HIA on a monthly basis details of projected capital grant spend to the end of the financial year for forecasting and budget management purposes.

3. **Service Customer Contributions**

The relevant GVO or PSHO shall record service customer contributions against individual grant and loan payment records and notify Cambs HIA that payment has been received.

4. **Third Party Contributions**

The relevant GVO or PSHO will arrange the invoicing of the third party.

5. **Service customer surveys**

The relevant GVO\PSHO will issue, analyse and assist the CHIA Manager to prepare reports on Service customer satisfaction, or co-operate with any other such arrangement according to reporting procedures approved from time to time by the Management Board.

#### **D. PROCESS WHERE SERVICE CUSTOMERS CHOOSE NOT TO USE CAMBS HIA**

The Party councils are committed to informed customer choice. It is recognised that the occasions when the Service customer chooses not to use Cambs HIA are few in number. The principle at all times should be to encourage the Service customer to make an informed decision about their options.

#### **E. PARTY SPECIFIC SERVICE REQUIREMENTS**

1. **Grant Policy**

Each Party shall have the right to apply any policy in respect of Services delivered by Cambs HIA to residents in that Party's administrative area.

2. **Fees Policy**

The maximum fee charged to Service customers by Cambs HIA for the Services in any Party's administrative area shall be not greater than 15% of the net cost of the works, unless otherwise recommended by the Cambs HIA Board and agreed by the Party. The net cost shall be exclusive of VAT, but taking account of VAT liability for this service.

## **SCHEDULE 4 MANAGEMENT BOARD**

The Management Board's role is to: oversee the activities of the HIA, and work with & support the manager in managing and developing the service. It does not replace the role of the manager's direct line manager. As a member of staff directly employed by the host authority, the HIA manager is a full member of the board.

### **Functions**

The Management Board shall be responsible for, amongst other things:

- (a) approving the Business Plan and any changes to it from time to time;
- (b) overseeing Cambs HIA's strategic direction and development;
- (c) developing policies governing the scope and conduct of Cambs HIA operations;
- (d) approving any material changes to the scope of Cambs HIA's operations;
- (e) management and review of the Cambs HIA budget, subject to and as provided in the provisions of **Schedule 5** (Financial Management)
- (f) monitoring Cambs HIA activities and performance

The Management Board may delegate some or any of its responsibilities to the Cambs HIA Manager or any other working group as it sees fit to achieve Cambs HIA objectives. For major policy or inter-agency developments, any such working group shall consist of the authorised representatives of one or more Parties or any other bodies which the Management Board decides should be consulted.

### **Reporting**

In addition to any other reporting activities or enquiries it may institute from time to time. The Management Board shall commission, receive and consider the following periodic reports in relation to the activities of Cambs HIA:

#### **Annual Report**

The Annual Report shall include the following:

- an overview of the previous year's activity and volumes of work;
- an income and expenditure statement, detailing separately the capital expenditure for each Party;
- a copy of revenue accounts relating to the service for the previous Financial Year;
- any proposals for future service development.

#### **Quarterly Reports**

Quarterly Reports shall be structured so as to allow comparison of information for each of the Parties' administrative areas and, in addition to any other matters as the Management Board may from time to time decide, shall include:

- An overview - A brief overview from the Cambs HIA Manager of the operation of the service;
- Performance - A report on performance against performance targets agreed by the Board.

- Formal complaints - Brief details of any complaints received and how these have been dealt with;
- Health & Safety - A report on any health and safety incidents arising in connection with the service during the quarter;
- Staffing - A summary of any staffing changes or issues arising during the quarter;
- Financial - A report on operational costs, fee income, revenue accounting etc.
- Service developments including working with partners or other agencies to achieve the organisations objectives

### **Membership**

1. The membership of the Management Board shall consist of one senior representative from each of the Parties nominated by and at the sole discretion of the relevant Party. In the event that the nominated officer is unable to attend a meeting, he or she may appoint a substitute of suitable seniority to represent him or her at that meeting.
2. The Chairperson ("Chair") of the Management Board shall be decided by the members annually at the first meeting in each Financial Year.
3. Where the Chair is unavailable to chair a meeting, the remaining Party representatives shall agree one of their number to act as the Chair for that meeting.

### **Meetings**

1. Subject to the provisions of this Schedule, the Management Board shall regulate its proceedings in such proper manner as it sees fit.
2. Meetings of the Management Board shall be convened by the HIA Manager on a quarterly basis or such other times as may be agreed by the Management Board.
3. All decisions at meetings of the Management Board shall be collaborative and require a majority vote, save that any decision to amend or vary any provision of the Agreement shall require a unanimous vote.
4. A representative from each Party is required to be present before a Management Board meeting shall proceed, unless prior approval has been obtained from the absent representative or representatives to proceed with the meeting.
5. No meeting of the Management Board shall proceed, notwithstanding any prior consent obtained from one or more absent representatives, if the number of representatives present constitutes less than a majority of the Management Board.
6. In relation to any matter raised at a Management Board meeting, a representative who has any personal or institutional interest that a reasonable person would consider is likely to be at odds or conflicts or competes with the subject matter under discussion shall declare that interest before any discussion of the matter takes place. He or she shall refrain from taking part in any discussion and/or voting in relation to that matter unless all the remaining members of the Management Board then present decide otherwise. The Chair (or the Chair of the meeting) shall cause such declaration of interest and any decision of the Management Board in relation to it to be recorded prominently in the minutes of that meeting.

## **Board Support**

1. Administrative support to the Management Board will be provided through the Cambs HIA Manager, or through such other arrangements as the Management Board may from time to time determine.
2. Agenda items for meetings should be sent to the Cambs HIA Manager at least ten (10) Working Days prior to the date of the relevant meeting, but this requirement shall not inhibit the later inclusion or tabling of agenda items with the consent of the Chair.
3. Save as otherwise permitted by the Chair from time to time, agendas and papers will be sent out at least five (5) Working Days in advance of each meeting, and draft minutes will be sent out within ten (10) Working Days of each meeting (subject to operational priorities or other exceptional circumstances).
4. The Cambs HIA Manager shall prepare the draft annual and quarterly reports on behalf of the Management Board and, save in exceptional circumstances, circulate them at least five (5) days before Management Board meetings.

**SCHEDULE 5**  
**FINANCIAL MANAGEMENT**

**1. Financial Responsibility**

- 1.1 The Lead Party will be responsible for the financial administration of the Cambs HIA Budget and will account for income and expenditure using its own regulations and controls. The Lead Party will also ultimately be accountable to external funding agencies for the use of these funds but shall be entitled to be indemnified by the other Parties in accordance with the provisions of clause 8 of this Agreement.
- 1.2 The computerised finance system of the Lead Party must provide separate ledger accounting for the Cambs HIA Budget and a complete audit trail shall be provided for income and expenditure purposes.

**2. Budgeting**

- 2.1 The Management Board will be responsible for management of the Cambs HIA Budget and may exercise its discretion to delegate this role to the Manager of Cambs HIA.

**3. Income**

- 3.1 All sources of Cambs HIA income will be paid directly into the Lead Party's bank account. Receipt of all sources of income will be checked by the Lead Party against the Cambs HIA Budget and any discrepancies investigated and reported to the Management Board by the Cambs HIA Accountant.
- 3.2 Grant, fees or other income due from bodies other than the Parties will be claimed by the Cambs HIA Manager or Cambs HIA Accountant under the procedures of the Lead Party. Financial contributions due from Parties will be invoiced from time to time through the Lead Party's sales ledger.

**4. Cost Sharing Mechanism**

- 4.1 The annual operating surplus (or deficit) on the Cambs HIA Budget in any one Financial Year shall be apportioned to the Parties pro rata to the fee income generated within each Party's district for the corresponding Financial Year. The annual operating surplus (or deficit) shall be the balance remaining after deduction of the direct operational costs of Cambs HIA, the actual cost of operational support and other services provided by the Lead Party to Cambs HIA and payment in the agreed sum to South Cambridgeshire for as long as this Party provides the primary office location for Cambs HIA and the agreed sum to Huntingdonshire for so long as this Party provides ICT equipment and services.
- 4.2 When CHIA has an operating deficit, the loss will be apportioned to the Parties based on **budgeted** fee income (excluding any other sources of fee income e.g. private, Registered Housing providers). When there is a surplus, this will be allocated to the Parties based on **actual** fee income generated (excluding any other sources of fee income).
- 4.3 The Management Board may agree to retain any operating surplus up to £10,000 (or any such higher sum that is in accordance with their authorities delegation

procedures). Unless any operating surplus is retained by agreement of the Management Board to enable the development of Cambs HIA, any annual operating surplus shall be refunded to the Parties within thirty days of the close of the Cambs HIA Budget accounts at the end of each Financial Year.

- 4.4 In the event of an annual operating deficit, the Parties shall pay their apportioned part within thirty days of invoice by the Lead Party but, unless there are exceptional circumstances accepted by the Management Board. A review of the Cambs HIA by the Management Board shall also be started within 3 months of the end of the Financial Year in question.

## **5. Reporting**

- 5.1 The Lead Party will produce a quarterly statement of accounts showing current income and expenditure against budget to date together with associated variances. This statement will be used to report to the Management Board at quarterly intervals (or other frequency as requested) on the current financial position, together with an update of the forecasted out-turn to the end of the Financial Year.
- 5.2 All Parties shall have a right to inspect all records and documentation from time to time relating to Cambs HIA income and expenditure upon reasonable notice.

## **6. Audit**

- 6.1 The Lead Party's auditors will provide an independent audit report to the Parties on the operations, oversight and accountability to partners of Cambs HIA. Their work will also serve to provide the audit certification if it is required by any Government departments or agencies or the Parties to this Agreement.
- 6.2 The reasonable costs of the audit will be recharged directly to the Cambs HIA Budget.
- 6.3 Any Party which is allocated funds from the Cambs HIA Budget shall hold and provide on request of the Management Board an audit trail of records with respect to the allocated funds and shall at its own expense provide copies of any such records on request to the Lead Party or the Management Board.

## **7. Review**

- 7.1 These financial management arrangements may be reviewed at intervals by the Management Board. Any revisions shall be minuted and set out in writing for approval by all Parties.

## **8. Exit strategy and treatment of wind up costs**

- 8.1 Should Cambs HIA end for any reason each Party shall pay an equal amount of any costs that relate to the ending of Cambs HIA. This shall include but will not be limited to any redundancy costs of any of the Cambs HIA Team should this occur.



## SCHEDULE 6

### RESOURCES

#### PART 1 - KEY PERSONNEL

##### A. CHIA Manager

The role of the CHIA Manager will be to:

- (a) lead an effective home improvement agency service operating across the Party Councils' respective administrative boundaries;
- (b) manage the CHIA Team in providing comprehensive advice, practical help and support to vulnerable householders requiring repairs, improvements and adaptations to their home to maintain independence and ensure comfort and safety. This will include having a strategic focus and taking a lead role in the development of the home improvement agency;
- (c) managing the financial and administrative resources of the home improvement agency within budget, ensuring the Partner Councils' respective grants budgets are spent;
- (d) meeting performance indicators and targets in line with good practice guidance and funding agencies' requirements, monitor agency performance;
- (e) be accountable and report to the Management Board;
- (f) discharge such other responsibilities as the Management Board may from time to time determine.

##### B. CHIA Accountant

The Lead Party's Business Manager/Principal Accountant (Housing) shall act as the CHIA Accountant and perform those tasks identified in this Agreement and as otherwise agreed by the Parties and/or the Management Board.

Financial management, monitoring and reporting, business planning, budget setting and preparation of year end accounts are provided to Cambs HIA by the Housing Finance Team who form part of a shared housing finance service between the City Council and South Cambridgeshire.

The team is led by the Business Manager / Principal Accountant (Housing) who is responsible for strategic financial planning, business planning and financial management for the Housing Revenue Account at both authorities, in addition to supporting the Housing General Fund functions delivered by both authorities. The team also provides strategic financial planning, business planning and financial management services to two housing companies, one which is wholly owned by the City Council and the other by South Cambridgeshire.

## **Part 2 - STAFF**

### **A. Cambs HIA Team**

1. The CHIA Manager will procure sufficient and appropriately trained staff to run Cambs HIA.
2. For the purposes of employment legislation, and with the benefit of the indemnities in clause 8, the Lead Party shall be the employer of the Cambs HIA Team members, including the Key Personnel, and shall be reimbursed from the Cambs HIA Budget for all salaries, costs and expenses reasonably and properly incurred in the provision of Cambs HIA Team members.

### **B. Secondees**

1. Any staff who are seconded by a Party to Cambs HIA for whatever purpose shall remain at all times the employees of that Party and shall remain bound by that Party's terms and conditions of employment, health & safety policy, disciplinary policy and capability policy.
2. At the end of the period of secondment or the termination of this Agreement, whichever is the sooner, such seconded staff shall resume their normal duties for the Party concerned.

## **PART 3 -ACCOMMODATION**

### **A. Accommodation & Facilities**

1. The Parties will make and periodically review (at such intervals as they may from time to time determine) the nature and location of the physical resources (including space, furniture and equipment) as each shall provide to facilitate the undertaking of the Services in their respective administrative areas by the Cambs HIA team.
2. Use of such resources shall be subject to, and Cambs HIA will comply with, such guidelines and requirements as each Party may reasonably specify, including requirements as to:
  - access and security
  - visitors and meetings
  - travel and car parking
  - health, safety and welfare
  - building systems
  - good housekeeping

#### **PART 4- INFORMATION & COMMUNICATIONS TECHNOLOGY ("ICT")**

**Huntingdonshire** shall provide the ICT equipment and services set out in this Part of this Schedule 6 (Resources)

1. Huntingdonshire will:
  - (a) provide the Cambs HIA Team with access to the following Third Party Software to enable them to carry out the tasks described in this Agreement:  
  
3C ICT Services - Information@Work System; IDOX Tascomi System and other specialist software required to deliver the Cambs HIA service (e.g. AutoCAD). This will include any systems procured to replace said systems.
  - (b) provide and maintain the Cambs HIA Team with the following IT equipment, or other suitable and appropriate equipment by agreement, to enable them to carry out the tasks described in this Agreement:  
  
EDM PC/scan station;  
  
EDM Scanners;  
  
Laptops and associated docking station and monitors as required; and  
  
Remote Access Points and Remote Working Tools as required  
1 x MFD at Cambourne as required
  - (c) provide the Cambs HIA Team with necessary network connections to enable them to access Huntingdonshire's network and the systems listed in 1(a) above.
  - (d) provide and maintain for designated GVO or PSHO officers in all Party councils with the following IT equipment, or other suitable and appropriate equipment by agreement, to enable them to carry out the relevant tasks described in this Agreement:  
  
Access to EDM PC/scan station  
  
Access to EDM Scanners  
  
Laptops and associated docking station and monitors as required  
  
Remote Access Points and Remote Working Tools as required as required
2. The right is reserved to change the Third Party Software described in 1(a) at any time during the lifetime of this Agreement subject to giving the Cambs HIA Manager three months' written notice of any such proposed change.
3. The services mentioned in 1. above will be delivered in accordance with 3C ICT's Shared ICT Services Catalogue (howsoever titled from time to time).

4. The City Council and South Cambridgeshire (as applicable) shall, without charge to 3C ICT:
- (a) be responsible for:
    - (i) the provision and maintenance of the operational and environmental conditions necessary for the proper functioning of the IT Equipment with which the Software is used;
    - (ii) the safe custody of the IT equipment mentioned in 1(b) above at their premises at any time;
  - (b) ensure that the Third Party Software, and the IT equipment, are operated in a proper manner, and that any hardware and operating system software, not specified by Huntingdonshire is compatible with the Third Party Software;
  - (c) provide 3C ICT with such computer facilities (including computer consumables, storage, and data preparation and communications facilities), data, information, documentation, and personnel, as 3C ICT may reasonably require for the purpose of complying with its obligations under this Part of this Schedule 6 (Resources);
  - (d) appoint a competent person who will (i) act as 3C ICT's contact person, (ii) will be responsible for providing any facilities which may be required by 3C ICT for the purposes of this Part of this Schedule 6 (Resources) and (iii) co-operate fully with 3C ICT's personnel in the performance by 3C ICT of its obligations under this Part of this Schedule 6 (Resources);
  - (e) take all reasonable measures to ensure that the Third Party Software does not leave its possession or control whether by loan, theft or otherwise;
  - (f) not make copies of the Third Party Software or any part thereof on any medium whether machine or in printed or other form except for the purpose of having a reasonable number of spare machine-readable copies of the Software available in case of accidental erasure (subject to the reproduction on all copies of copyright notice(s) that appear in original programmes and/or on the original media on which the Software is delivered);
  - (g) not interfere with, alter, decompile or amend the Third Party Software or any part of it or make any derivative works;
  - (h) not modify or enhance or allow any third party to modify or enhance the solution, other than 3C ICT or any agent of 3C ICT authorised for this purpose, or by written agreement with 3C ICT. The Parties each acknowledge that any modifications or enhancements they or any of them may carry out or allow to be carried out in breach of this paragraph 5(h) shall be at their own risk and shall constitute a material breach of this Part of this Schedule 5 (Resources);
  - (i) not allow persons other than Cambs HIA Team members, designated GVO or PSHO officers, accredited contractors and agents concerned in the operation of Cambs HIA to have access to the IT equipment or Third Party Software;
  - U) upon termination of this Agreement for whatever reason, to cease use of the Third Party Software and at 3C ICT's request to destroy or deliver up to 3C

ICT all copies of the Third Party Software or any part thereof in the possession or under the control of the respective parties;

- (k) ensure that all staff who use the IT equipment and Third Party Software abide by the terms of the 3C ICT Usage Documents and undergo appropriate Government Connect and other security training and sign the 3C ICT Security Verification Form before using the IT equipment and Third Party Software;
- 5. 3C ICT will not provide office-based VoIP telephones as these are provided by SCDC.
- 6. Each Party must take all reasonable care and employ appropriate physical, technical and organisational safeguards to the personal data stored on the IT equipment. Parties must agree on the standards required for protecting the data, for example, the storage safeguards for information in hardcopy and electronic format, security of data in transmission, security standards for access to the data. Higher safeguards will be required where the personal data is of a sensitive nature.

Staff should only have access to personal data in order to perform their duties in connection with the Cambs HIA. Technical and physical safeguards should be in place to restrict access to the information only to authorised staff for example, password control.

Staff employed by all parties with access to personal data will ensure they are compliant with the requirements of the General Data Protection Regulations (GDPR).

Each Party will be required to conform to 3C ICT's Information Security Policy and ICT Usage Policies (howsoever titled from time to time).

Staff must operate a clear desk policy, ensuring that no records are left on their desk.

Any IT system or network used must have sufficient security to ensure there is no unauthorised access.

## INFORMATION

### PART 1 - GENERAL

For the purposes of this Part of this Schedule 7 (Information) the following terms and expressions shall have the following meanings:

<b>"Confidential Information"</b>	means all information disclosed by one Party (" <b>disclosing Party</b> ") to another Party (" <b>recipient Party</b> ") provided that such information is clearly marked as confidential or is accompanied by a written statement that the information is confidential or proprietary or would otherwise appear to a reasonable person to be confidential or proprietary;
<b>"Data Processor"</b>	shall have the same meaning as is set out in the  GDPR;
<b>"GDPR"</b>	means the General Data Protection Regulation;
<b>"DPA"</b>	means the Data Protection Act 2018;
<b>"EIR"</b>	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
<b>"FOIA"</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
<b>"Information"</b>	has the meaning given under section 84 of the FOIA;
<b>"Personal Data"</b>	shall have the same meaning as is set out in the  GDPR/DPA.

1. The Parties shall comply with any notification requirements under the GDPR/DPA and will duly observe all their respective and collective obligations under the GDPR/DPA that arise in connection with this Agreement.
2. Notwithstanding the general obligation in 1. above, where one Party ("**Processing Party**") is processing Personal Data as a Data Processor for another Party, the Processing Party shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data and to guard against unauthorised or unlawful processing of and accidental loss or destruction of, or damage to, the Personal Data, as required under article 5(1)(f) of the GDPR and shall:
  - 2.1 provide the other Party with such information as the other Party may reasonably require to satisfy itself that the Processing Party is complying with its obligations under the DPA;
  - 2.2 promptly notify the other Party of any breach of the security measures required to be put in place pursuant to this paragraph 2; and
  - 2.3 ensure that it does not knowingly or negligently do or omit to do anything that places the other Party in breach of that Party's obligations under the DPA.
3. The Parties acknowledge that they are each subject to the requirements of FOIA and EIR and shall assist and co-operate with each other (at their own expense) to enable each party to comply with the Information disclosure requirements of FOIA and EIR.
4. Each Party shall use its best endeavours to keep in strict confidence, and shall procure that its employees, agents and advisors keep in strict confidence, all and any Confidential Information acquired by it (whether directly or indirectly) concerning any other Party in consequence of this Agreement and/or its participation in Cambs HIA.
5. Other than with the prior written consent of the disclosing Party, no recipient Party shall disclose Confidential Information other than for the purposes of this Agreement and/or Cambs HIA (including, as necessary, disclosure to its own employees, agents and advisors) provided that this prohibition shall not apply in respect of Confidential Information that the recipient Party can prove:
  - (a) was already known to it before it received it from the disclosing Party;
  - (b) was subsequently disclosed to it lawfully by a third party who did not obtain it (whether directly or indirectly) from the disclosing Party;
  - (c) was in the public domain at the time of receiving it or has subsequently entered into the public domain other than by reason of breach of this paragraph 5 or of any obligation of confidence owed by the recipient Party or by any related third party to the disclosing Party;
  - (d) was required to be disclosed by law, order of a court of competent jurisdiction or a governmental or regulatory body.
6. Records of grants and assistance will be kept by Cambs HIA and the relevant Party following grant completion for such period or periods as the Management Board shall from time to time determine, or in line with the data retention policy of the Party current from time to time (whichever period is the longer). Records will be made available to the relevant Party on request.
7. The provisions of this Part of this Schedule 7 (Information) shall survive termination of the Agreement.

## **PART 2-INFORMATION SHARING PROTOCOL**

The Parties shall share information about Service customers to improve quality of service and to enable integrated working. Such information sharing shall be conducted in accordance with this Protocol ("**ISP**").

### **1. ISP ownership**

This ISP is owned equally by all participating Partners and is coordinated and administered on their behalf by Cambs HIA and the relevant data managers for each Party.

### **2. Data Managers**

2.1 The Manager for Cambridge City Council is the post holder from time to time of Grant Validation Officer, who has operational responsibility for the data.

2.2 The Data Manager for Huntingdonshire District Council is the post holder from time to time of Private Sector Housing Officer, and designated team members, who have operational responsibility for the data.

2.3 The Data Manager for South Cambridgeshire District Council is the post holder from time to time of Grant Validation Officer, who has operational responsibility for the data.

2.4 The Data Manager for Cambs HIA is the Cambs HIA Manager. This post holder is responsible for the co-ordination, operational procedures and compliance with this agreement for Cambs HIA. The Manager is also accountable to the Management Board.

2.5 The information must only be used for the purposes stated in paragraph 3. The agreement of the relevant Management Board member (for council specific information) or approval from the Management Board must be sought before using shared information for any other purpose. See section 5 below.

2.6 Parties receiving shared information must review the need to continue to hold it after 6 months and must destroy it after 12 months or such longer or shorter period as may be prescribed by law. The outcome of review or destruction must be notified to the relevant Data Manager.

### **3. Scope and purpose of the information-sharing project**

3.1 The scope of the information-sharing project is the administration of the Cambs HIA shared service. The purpose of sharing information is to facilitate the efficient and effective administration, delivery, monitoring and planning of the service in the interests of Service customers, service commissioners and service partners.

3.2 The information to be shared by Partners is: names and addresses of Service customers; personal data relating to family, medical, housing and financial circumstances, data related to applications for grant or loan funding or other sources of financial contributions to complete agreed works

3.3 The information exchange must be proportionate and should be the minimum amount needed to achieve the purpose identified in Section 3. Where practicable, data that does not identify individuals (anonymising the data) will be used.

The Cambs HIA Manager identifies the details and the type of data disclosed.



- 3.4 In accordance with the statutory duty to co-operate with other councils, information can be exchanged to enable the effective planning, operation and delivery of the Cambs HIA service, provided this complies with data protection principles, regulations, good practice and the terms of this Agreement.
- 3.5 Information may be exchanged to enable the effective planning, operation and delivery where appropriate or necessary with third parties where consent has been obtained.
- 3.6 Cambs HIA will maintain and develop a privacy impact assessment and procedures approved by the Management Board taking account of good practice and regulation.
4. Methods of sharing information
- 4.1 The format of information to be shared includes: application forms; assessments and reports; supporting documentation, communication with the customer or their representatives and other agencies involved in their case.
- 4.2 The frequency with which the information will be shared: As necessary for the effective progression, assessment, review and completion of the case.
- 4.3 Sharing and transferring information includes, for example: via electronic case records; via scanned documents; via GCSX; via e-mail; via encrypted USB sticks; via hard-copy documents.
- 4.4 Each Party will keep a record of the information it has shared using the electronic data management system and case file records.
- 4.5 The Data Managers listed at paragraph 2 above are responsible for exchanging data and ensuring all reasonable steps are taken to ensure data is accurate.
- 4.6 Access to this information includes the following post holders:  
Cambs HIA Team members; Grant Validation or PSHO officers in the Party councils; financial officers in the Party councils; legal officers in the Party councils.  
  
When consent has been given by the customer relevant and necessary information is shared with other stakeholders including legal representatives, specialists and other professionals, carers, friends and family, contractors, grant giving bodies and organisations providing other support and services or acting as advocates.
- 4.7 As part of Cambs HIA's wider role on case review panels i.e. receiving and using information on Service customers outside Cambs HIA's geographical area of benefit but within existing procedural arrangements (currently mainly within Cambridgeshire or may be resident in this area)
- 4.8 In exceptional circumstances, required by legislation, to perform a public function or to safeguard the interests of the customer, information will be disclosed without the consent of the client. This will only be done in clearly prescribed circumstances and in accordance with the Cambs HIA and Lead Partner policy and procedures.

4.9 The information must be stored securely in accordance with operational procedures and policy of the Cambs HIA and the Lead Party (taking account of the requirements of Huntingdonshire as the provider of ICT services and support).

## 5 Further Use of Data

5.1 Partners agree to further use of the information in a suitably anonymised form to assist in future planning for Cambs HIA and to support wider strategic and long term planning by Party councils and other agencies.

5.2 For any further access or use of data not specified in this Agreement, the consent of the relevant Management Board member (for Party specific information) or approval from the Management Board must be given.

## 6. Legal basis for sharing information

6.1 Each Party must be able to identify the lawful basis for exchanging this data.

6.2 To ensure that the processing is fair and lawful, ensure that each Partner receiving, holding and processing information, is able to identify the relevant reason for doing so in schedule 2 or 3 (if sensitive information) of the Data Protection Act 1998.

6.3 This ISP has been developed to achieve the objectives set out in section 3 above. It is the intention that all aspects of information sharing and disclosure relating to this ISP shall comply with all applicable legislation that protects personal data;

6.4 Sharing personal information in accordance with this ISP is lawful under the Data Protection Act 1998 schedule 2/3 conditions:

The data subject has given his/her consent to the processing; and/or

The processing is necessary for the exercise of statutory functions of the Party councils.

## 7. Refusal to consent to share personal information

7.1 Occasionally, an individual may refuse to give consent to share their information. Where it is lawful to share such information in spite of the refusal, the Data Controller must record the refusal of consent and the reasons for overriding that refusal.

7.2 The Data Controller is responsible for ensuring that data subjects are advised that their information is being or may be shared.

## 8. Subject Access Requests and Complaints

8.1 Partners will use their standard organisational procedures to deal with subject access requests or complaints from the public arising from information sharing under this protocol.

8.2 The Cambs HIA Manager will ensure that Subject Access Requests that require information and support from Cambs HIA are dealt with appropriately, taking account of the relevant Party's organisational procedures.

## 9. Information security

9.1 Partners and the relevant Data Manager receiving shared information will:

- Ensure that their employees are able to access only the shared information necessary for their role and for business continuity purposes;  
Ensure that their employees are appropriately trained so that they understand their responsibilities for confidentiality and privacy, and
  - Protect the physical security of the shared information.
- 9.2 Each Partner signing this ISP agrees to adhere to the appropriate standards of security. If there is a security breach in which data received from another party under this ISP is compromised, the originator and appropriate teams will be notified at the earliest opportunity.
- 9.3 If Partners do not have a protective marking scheme, which includes handling rules, the following points should be considered:
- Ensure that unauthorised staff and other individuals are prevented from gaining access to personal data;  
Ensure visitors are received and supervised at all times in areas where personal data is stored;  
Ensure that all computer systems that contain personal data be password-protected.
- 9.4 The level of security should depend on the type of information held, but ensure that only those who need to use the data have access and that they follow the following instructions:
- Lock workstation/PC (ctrl-Alt-Delete) when not in use  
Lock away disks, tapes or printouts when not in use
  - Ensure all portable devices including phones, laptops etc are held securely and in accordance with the lead authorities data and hardware security policies.
  - Ensure all new software is virus-checked prior to loading onto an authority machine. Do the same for disks
  - Exercise caution in what is sent via email and to whom it is sent, do not transmit personal data unless it is done so securely and by using encryption.
  - Check that the intended recipient of a fax containing personal data is aware that it is being sent and can ensure security on delivery
  - Ensure paper files are stored in secure locations and only accessed by those who need to use them
  - Do not disclose personal data to anyone other than the Data Subject unless you have the Data Subject's consent, or it is a registered disclosure, required by law, or permitted by an exemption under the Data Protection Act 2018 or by GDPR.
  - Do not leave information on public display in any form. Clear desk at the end of each day and lock sensitive material away safely
10. Quality Assurance
- 10.1 The quality assurance checks are: set out in Cambs HIA and partner authorities policies and operational procedures. This includes for example:

- Internal system checks conducted by Cambs HIA & by Huntingdonshire as the provider of the ICT equipment and support (see **Schedule 6** (Resources))
- Data Manager checks
- Preparation for and monitoring reports to the Cambs HIA Board (quarterly or as requested)
- Audit arrangements
- Verification by the customer or other agencies

10.2 Parties receiving shared information are responsible for applying relevant quality assurance before using the information.

If information is found to be inaccurate, it is the responsibility of the Partner discovering the inaccuracy to notify the Data Controller. The Data Controller will ensure that the source data is corrected and will notify all recipients, who will be responsible for updating the information they hold.

10.3 Parties will not be liable for any financial or other costs incurred by other parties to this ISP as a result of any information being wrongly disclosed by another party to this ISP or as a result of any negligent act or omission by another party to this ISP.

#### 11. Review

11.1 This ISP will be reviewed 12 months after signature and every 12 months after that and routinely reviewed following changes in legislation or statutory notices.

11.2 This review is the responsibility of the individuals who have operational responsibility for the data and should be carried out in consultation with the appropriate teams. The outcome of any review by Cambs HIA will be reported to the Management Board.

#### 12. Confidentiality

12.1 Personal information is provided in confidence, in the absence of explicit or implied confirmation, when it appears reasonable to assume that the provider of the information believed that this would be the case. All parties to this ISP accept their duty of confidentiality and will not disclose personal information without the consent of the person concerned, unless there are statutory grounds or overriding justification for doing so and is in the vital interests of the data subject. All parties to this ISP also will ensure that information is not disclosed illegally or inappropriately.

12.2 A Party or a third party who has received data under this ISP will follow the following procedure if there is a breach of this ISP.

Report the breach to the relevant Data Manager and to the Cambs HIA Manager. This will be actioned in accordance with Cambs HIA procedures and the Lead Party policy and procedures.

Reportable breaches must be reported to the Cambs HIA Management Board.

#### 13 Indemnity

13.1 Each Party will keep each of the other Parties fully indemnified against any and all costs, expenses and claims arising out of any breach of this ISP and in particular, but without limitation, the unauthorized or unlawful access, loss, theft, use, destruction or disclosure by the offending partner or its sub-contractors, employees, agents or any

other person within the control of the offending partner of any data obtained in connection with this ISP.

14. Freedom of Information Act 2000 (FOIA)

14.1 Information shall only be withheld where, should an application for that information be made under FOIA 2000 it is likely that the information would be exempt from disclosure and the public interest lie in favour of withholding. However, nothing in this paragraph shall prevent the individual Partners from exercising their obligations and responsibilities under FOIA 2000 as they see fit.

14.2 All recorded information, held by public sector agencies, is subject to the provisions of the Freedom of Information Act 2000 and the Data Protection Act 1998. While there is no requirement to consult with third parties under FOIA, the parties to this ISP will consult the party from whom the information originated and will consider their views to inform the decision making process.

15. Agreement

The Parties confirm that this ISP has been prepared in consultation with their Information Management Offices /Legal Offices. They undertake to implement and adhere to this ISP and to ensure that that their organisational procedures are consistent with this ISP.

16. Suspension of ISP

Any Party may suspend this ISP for 45 days if security has been seriously breached. This should be in writing and be evidenced.

16.1 Any suspension will be subject to a risk assessment and resolution meeting, the panel of which will be made up of at least 2 Management Board members. The meeting will take place within 14 days of any suspension.

18. Use of data following termination of this Agreement.

18.1 On notice or other cause for termination of this agreement as set out in Section 12, Ownership of partner data and Intellectual Property shall not be affected by this Agreement and accordingly, to the extent that such data or Intellectual Property exists at the Commencement Date or during the operation of the Agreement, ownership of it shall remain with the Party which owns it at that date.

18.2 It will be the responsibility of the Cambs HIA Manager and the relevant authority data Manager or Managers to ensure appropriate arrangements are made to transfer relevant data comply with the procedures for removal or disposal of all residual remaining information stored.

18.3 Appropriate checks will be made to ensure compliance with the Cambs HIA and Lead Authority policy and procedures.

**SIGNED** for and on behalf of:  
**CAMBRIDGE CITY COUNCIL**

Signature

Name:

Position:

Date:

**SIGNED** for and on behalf of:  
**SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL**

Signature

Name:

Position:

Date:

Signed for and on behalf of:  
**Huntingdon District council**

Signature

Name:

Position:

Date:

**Public**  
**Key Decision - Yes**

## HUNTINGDONSHIRE DISTRICT COUNCIL

**Title/Subject Matter:** Proposed Cambridge Congestion Charge

**Meeting/Date:** Overview And Scrutiny (Performance and Growth) 6th April 2022  
Cabinet – 21st April 2022

**Executive Portfolio:** Executive Councillor for Strategic Planning

**Report by:** Strategic Growth Manager

**Ward(s) affected:** All

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### **Executive Summary:**

In Autumn 2021, GCP representing Cambridge City Council, South Cambridgeshire District Council and Cambridgeshire County Council undertook a consultation on 'Making Connections - Have Your Say on Greener Travel in Greater Cambridge'. This sought to promote significantly enhanced bus services around Greater Cambridge extending into Huntingdonshire along with walking and cycling infrastructure enhancements with the aim of reducing congestion and resultant carbon dioxide emissions and air pollution within Cambridge. Various forms of congestion charging were put forward to fund this. Consultation on the proposals ended on 20<sup>th</sup> December 2021.

GCP sees the introduction of charging as something that can benefit the wider Cambridgeshire area, including Huntingdonshire, despite the direct costs that will be incurred by some. Whilst charging drivers of motorised vehicles for trips will undoubtedly be unpopular, GCP consider it a realistic approach to raising the funding necessary for improvements to alternative travel options. However, the implications for Huntingdonshire residents who will not have easy access to the proposed transport alternatives and businesses who need to make frequent, quick trips into Cambridge has not been fully considered. Substantially more detail is required on the proposals to enable this Council to provide a robust, evidenced case in response to the next consultation stage

The Cabinet/Committee is

### **RECOMMENDED**

To endorse the concerns raised in this report on behalf of Huntingdonshire residents and businesses and submit a formal response to the Greater Cambridge Partnership as outlined in Appendix 2.





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

- 1.1 This report is to draw members' attention to the potential introduction of congestion charging by the Greater Cambridge Partnership (GCP). It sets out the potential issues arising for residents and businesses located in Huntingdonshire that need to travel into the city of Cambridge. It also includes a proposed letter stating the Council's current position on the introduction of congestion charging for the Cambridge area.

## **2. BACKGROUND**

- 2.1 In Autumn 2021, GCP representing Cambridge City Council, South Cambridgeshire District Council and Cambridgeshire County Council undertook a consultation on 'Making Connections - Have Your Say on Greener Travel in Greater Cambridge'. This sought to promote significantly enhanced bus services around Greater Cambridge extending into Huntingdonshire along with walking and cycling infrastructure enhancements with the aim of reducing congestion and resultant carbon dioxide emissions and air pollution within Cambridge. Various forms of congestion charging were put forward to fund this. Consultation on the proposals ended on 20<sup>th</sup> December 2021.

- 2.2 The consultation sought views on the possible introduction of one of three main approaches:

- Higher car parking charges and introduction of a workplace car parking levy
- Flexible charge – charging all private vehicles to drive within a specified area of the city, either just the city centre at approximately £10-15 per day or a larger area broadly within the five existing park and ride sites at around £5 per day
- Pollution charge – charging vehicles to drive within a specified area unless they meet set emissions criteria

- 2.3 GCP is intending to undertake further consultation on more detailed proposals, that reflect feedback received in this consultation, later in 2022. This report seeks to inform members of the proposals specifically relating to the introduction of the flexible charge option set out in the consultation and potential impacts upon Huntingdonshire's population.

## **3. ANALYSIS**

- 3.1 GCP proposes to use revenue from congestion charging to invest in additional public transport services, cheaper fares and improved walking and cycling routes. It sets out a route map, including key bus corridors and rural routes. Excerpts are included in Appendix A showing the routes that would directly affect Huntingdonshire.

- 3.2 The consultation acknowledges that the transformation of the bus network could cost up to £40m each year. GCP can provide some of this in the

short-term, however, the consultation paper noted that some form of charging will be needed to make the network sustainable in the future.

3.3 In the FAQs it notes that 'If a charge was to be introduced, public transport improvements would be made first so that people had an attractive alternative to driving'.

3.4 GCP acknowledges that alongside bus improvements and new walking and cycling routes, it will need to expand the options for travelling in the city and suggests this would include a large-scale roll out of electric car clubs, e-cargo bike clubs and schemes to lease e-bikes and e-cargo bikes. It suggests that these could be subsidised using money from the congestion charge to make them affordable.

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

4.1 The Panel discussed the Proposed Cambridge Congestion Charge report at its meeting on 6th April 2022.

4.2 Councillor Dew expressed concerns over the proposal due to the authority of GCP and that were this to be presented to the Panel as part of a bigger package from a county wide authority it would be easier to express support.

4.3 Following a question from Councillor Roberts, who agree with Councillor Dew's comments, it was confirmed that the Council did not have prior knowledge of this proposal. Further to this, Councillor Roberts felt that a stronger tone should be expressed in the proposed response to GCP in order to establish clarity in how this would affect the district and its residents.

4.4 Councillor Morris agreed with the previous comments but felt that the proposed letter could be more balanced, with the suggested addition of the following two comments;

- If a charge was to be introduced, public transport improvements should be made first so that residents had an attractive alternative to driving.
- The proposal will reduce emissions in Huntingdonshire as well, improve health by encouraging active travel, and bring about improvements to the public transport network in the district.

The Panel agreed that these were sensible points and although already covered by the proposed letter their addition could add clarity.

4.5 In response to Councillor Wakeford who queried the purpose and content of the letter, the Panel were assured that by sending the letter, the Council would be ensuring that GCP are aware of the issues facing Huntingdonshire residents and that the Council be consulted as the project progresses.

- 4.6 Following concerns from the Panel over the authority of GCP and the geographical reach of the partnerships authority, the Panel heard that constitutionally GCP do not have authority within the district and that the proposed letter looks to seek clarity on this point.
- 4.7 Although there was wide support from the Panel on the theme of active travel within the district, doubts and concerns were expressed whether this proposal was one which GCP could deliver.
- 4.8 The Panel welcomed the report and encourage the Cabinet to endorse the recommendation contained within the report.

## **5. KEY IMPACTS**

- 5.1 Cambridge is a key travel destination for Huntingdonshire residents, particularly from the southern and eastern parts of the district, for work, education, leisure and healthcare. Whilst some parts of Huntingdonshire have good public transport connections to Cambridge, the district is a large, primarily rural area with many communities facing limited, or in some cases, no access to public transport, meaning that car travel is the only option available.
- 5.2 Up to date statistics on the numbers of people travelling to work from Huntingdonshire into Cambridge are not available. However, back in 2011 the Census showed 4,716 people travelled daily. The Guided Busway opened in August 2011 giving a more reliable public transport option for some but for more rural residents it is a less practical choice. Therefore, any proposed congestion charge could have direct implications for a significant number of residents, particularly those living in smaller villages for whom even an enhanced public transport system is still not a feasible option.
- 5.3 The primary concerns regarding the implications of the proposed congestion charge for residents and businesses in Huntingdonshire are addressed in the following paragraphs.
- 5.4 The direct cost for those travelling into the congestion charge zone will be substantial. Whilst those on higher wages may be able absorb the additional cost it would unduly penalise those on lower wages who can least afford the congestion charge but are also unable to afford to live within Cambridge. Concern is also expressed on the implications of the proposals for those with limited mobility in terms of the feasibility of changing travel modes or who have health conditions which reduce the length of time they can be outside. Furthermore, future alternative proposals must consider time taken for interchange between transport modes to be an attractive proposition, and not rely on cost prohibitive measures alone.
- 5.5 The route maps heading into Huntingdonshire shown in the consultation material note that 'Small villages will have opportunities to 'plug in' to this network, whether that be through a regular connecting bus service, a

demand responsive bus service, or access to a travel hub'. This gives rise to concerns regarding the feasibility and viability of such 'plug in' opportunities, their potential frequency and the likely overall journey durations by the time people have made multiple connections to complete the journey to their final destination. Long journey times involving multiple connections will make switching from car use unattractive for residents in more remote parts of the district who will be penalised by the congestion charge unless high quality interchanges are available in a ring around the congestion charging zone facilitating access to alternatives including park and ride/ cycle, bus, e-bike and e-scooter hire.

- 5.6 It is also of concern that those traveling towards the congestion charging zone and then seeking to change travel modes will incur ongoing costs for parking or alternative travel modes. The potential to also subsidise other modes such as e-bike hire schemes may prove key to ensuring first and last mile trips are possible for those travelling longer distances from Huntingdonshire into the city. However, this would still increase overall transport costs. Consideration will also need to be given to ensure space in buses is available for all users travelling with, e.g. foldable bikes and scooters, in addition to the need for extra space for people using wheelchairs that has been acknowledged by GCP.
- 5.7 The proposals focus on promotion of alternatives in the form of public transport and active travel modes. Insufficient consideration has also been given to the implications for Huntingdonshire businesses who need to make frequent, quick trips into Cambridge. The congestion charge would add to their costs which may have detrimental impacts on businesses and their customers.
- 5.8 The knock-on impacts of the proposals potentially could enable investment to be made into key bus service including to rural areas. In Huntingdonshire this could potentially unlock significant service improvements, however, it is unclear how funding raised by GCP can be invested outside of its area into services in other local authority areas. Furthermore, at this stage it is not clear how viable the suggested service frequencies from Huntingdon and St Neots to the city are likely to be. Other sources of funding may be required other than from fares and congestion charges, particularly as, if the scheme were highly successful in diverting people out of their cars the revenue source would be reduced.
- 5.9 It is unclear how the scope of improvements set out link to other service reviews, e.g. CPCA's work reviewing bus services. If investment in the bus network set out by GTC were able to free up other resources to improve or provide public transport services in areas not covered by this proposal this may be seen as a positive for Huntingdonshire, enabling connectivity between more rural areas and potentially freeing up other public transport funding.
- 5.10 There are some potentially positive outcomes from the proposed congestion charge. For those using the bus network services may be more accessible, quicker and cheaper. Improvements to cycling and walking routes into and within Cambridge will offer options for active travel that can

provide health benefits. Air pollution reductions will have health and environmental benefits. The reduction in carbon emissions will contribute to reaching net zero targets. However, as the study progresses a stronger working relationship with HDC would be welcomed to address the concerns raised in this report.

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

- 6.1 A letter to GCP setting out the points covered in this report has been prepared (see Appendix B). In advance of the next stage of consultation later in 2022, analyse the potential impacts of congestion charging on Huntingdonshire's residents and businesses to support any subsequent response to formal consultation.

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

- 7.1 People – Support people to improve their health and well-being.
- 7.2 Place – Create, protect and enhance our safe and clean built and green environment:
- 7.2.1 Ensuring that our streets and open spaces are clean and safe
  - 7.2.2 Collaborating with partners, providers and stakeholders in an enterprising fashion to enhance community resilience and build sustainable opportunities for people
- 7.3 Place – Accelerate business growth and investment:
- 7.3.1 Supporting economic growth in market towns and rural areas
  - 7.3.2 Promoting inward investment
- 7.4 Place – Support development of infrastructure to enable growth:
- 7.4.1 Facilitating the delivery of infrastructure to support housing growth
  - 7.4.2 Influencing the development of the Highways and Transport Infrastructure Strategy

## **8. HEALTH IMPLICATIONS**

- 8.1 The proposed congestion charge seeks to secure the resources necessary to invest in the public transport network. GCP has identified this a key priority as it will, amongst others, reduce emissions that harm health, and encourage people to switch to active travel modes such as walking and cycling, even if for relatively short distances at the start or end of a journey made by another mode.

## **9. OTHER IMPLICATIONS**

- 9.1 The proposed congestion charge is a key element in the GCP's drive to meet its climate change targets. Transport is the biggest source of carbon emissions within Cambridgeshire. The knock-on impact may be that, by

people in Huntingdonshire switching to alternative transport modes for their journeys to and from Cambridge, it will reduce emissions in the district as well, improve health by encouraging active travel, and bring about improvements to the public transport network in the district. The later could help those less able to afford a car themselves, however, this would be at a significant cost for those who were unable to shift to the alternative modes of travel and hence required to pay the congestion charge.

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

- 10.1 GCP sees the introduction of charging as something that can benefit the wider Cambridgeshire area, including Huntingdonshire, despite the direct costs that will be incurred by some. Whilst charging drivers of motorised vehicles for trips will undoubtedly be unpopular, GCP consider it a realistic approach to raising the funding necessary for improvements to alternative travel options. However, the implications for residents who will not have easy access to the proposed transport alternatives and businesses who need to make frequent, quick trips into Cambridge has not been fully considered. Substantially more detail is required on the proposals to enable this Council to provide a robust, evidenced case in response to the next consultation stage. For example, GCP has not made it clear how it can fund these improvements outside of its geographical area. The linkages with other work, e.g. Bus Franchise Review by Cambridgeshire and Peterborough Combined Authority will need to inform the potential outcomes.

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

Appendix A – Excerpts of bus corridor maps  
Appendix B – Letter to GCP

## **12. BACKGROUND PAPERS**

[Making Connections - have your say on greener travel in Greater Cambridge](#) GCP Consultation website

[‘Making Connections a City Access Public Consultation - Have Your Say on Greener Travel in Greater Cambridge’ Autumn 2021 \(GCP\)](#)

[Future Bus Network Map \(GCP\)](#)

[Northestowe and St Ives Corridor Map \(GCP\)](#)

[Cambourne and St Neots Corridor Map \(GCP\)](#)

## **CONTACT OFFICER**

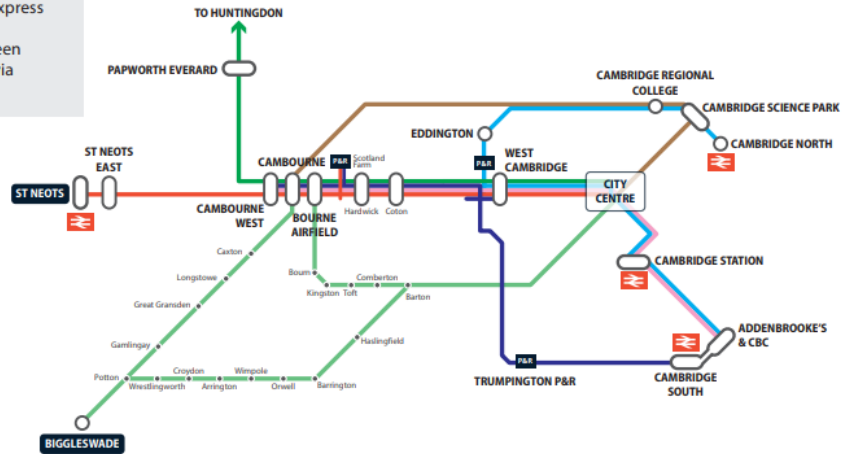
Name/Job Title: Clara Kerr – Strategic Growth Manager  
Tel No: 07810 637540  
Email: [clara.kerr@huntingdonshire.gov.uk](mailto:clara.kerr@huntingdonshire.gov.uk)

# APPENDIX A

## CAMBOURNE AND ST NEOTS CORRIDOR

### Improvements in this corridor would include:

- Services operating between 5am and midnight
- Between 7am and 7pm, a high frequency service would operate including:
  - A bus every 10 minutes from Cambourne to Cambridge, with a mix of express and stopping services with some going to Cambridge Biomedical Campus
  - A bus every 15 minutes from St Neots to Cambridge, with a mix of express and stopping services
  - A bus every 30 minutes between Huntingdon and Cambridge via Cambourne
- New services would run from Cambourne to Cambridge Biomedical Campus and Addenbrooke's via West Cambridge, every 30 minutes;
- The Scotland Farm travel hub would have a bus every 10 minutes to Cambridge and every 15 minutes to CBC;
- Hourly rural services would include:
  - Biggleswade to Cambourne via Gamlingay
  - Cambourne to Cambridge via Bourn and Comberton
  - Biggleswade to Cambridge via Orwell
- Lower fares
- Small villages will have opportunities to 'plug into' this network, whether that be through a regular connecting bus service, a demand responsive bus service, or access to a travel hub



## NORTHSTOWE, ST IVES AND BAR HILL CORRIDOR

### Improvements in this corridor would include:

- Services operating between 5am and midnight
- Between 7am and 7pm, a high frequency service would operate including:
  - A bus every 5 minutes or less from St Ives to Cambridge
  - A bus every 10 minutes from Huntingdon to Cambridge
  - A bus every 10 minutes from Bar Hill to Cambridge
- Some of the new services would run onwards to Cambridge rail station and the Biomedical Campus, providing a fast and direct link;
- Hourly rural services would include:
  - A loop service covering villages between Swavesey, Longstanton, Bar Hill and Papworth Everard
  - Connections from Somersham, Ramsey and Chatteris to St Ives
- Lower fares
- Small villages will have opportunities to 'plug into' this network, whether that be through a regular connecting bus service, a demand responsive bus service, or access to a travel hub.



## APPENDIX B – DRAFT LETTER TO GCP

Dear [name],

### **PROPOSED CONGESTION CHARGING IN CAMBRIDGE**

I write on behalf of Huntingdonshire District Council to express its concerns in relation to the proposed introduction of charging in Cambridge city by Greater Cambridge Partnership (GCP).

At its Cabinet meeting on [date], members of Huntingdonshire District Council considered the potential impacts of the options GCP is considering for congestion charging and, in particular, the flexible charge approach. It noted the potential use of funds raised from congestion charging to improve bus services and other active travel modes.

Whilst we welcome the GCP introducing measures that will improve travel to and within Cambridge for not only its residents but commuters and visitors from Huntingdonshire several concerns have been raised, which I wish to draw to your attention.

- The proposed congestion charge may penalise residents in villages and more remote parts of the district for whom non-car journeys may involve multiple changes of modes and substantially longer journey times
- The viability of the ‘plug in’ opportunities from villages is challenged along with their feasibility in providing sufficiently frequent services to provide a reliable alternative to the private car
- If the congestion charge succeeds in achieving the desired mode changes it is unclear how adequate funding sources will be secured to maintain support for the alternative travel options
- Clarity is needed on how the proposals are connected with other service reviews, in particular the Bus Franchise Review
- Clarity is also needed on whether GCP can legitimately spend revenue improving bus services outside of its area as this will have significant implications for the provision of proposed service upgrades within Huntingdonshire

The Council seeks to ensure that GCP has fully considered the impacts of its proposals on all those who travel to and from the city, in particular those for whom access to public transport options is, and is likely to remain, unrealistic. An opportunity to work with GCP to resolve these issues will be welcomed.

Yours sincerely,

**Councillor Ryan Fuller**

Executive Leader, and Executive Councillor for Housing and Economic Development



**Public**  
**Key Decision - No**

## HUNTINGDONSHIRE DISTRICT COUNCIL

**Title/Subject Matter:** Overview and Scrutiny Market Towns Task and Finish Study

**Meeting/Date:** Overview and Scrutiny Panel (Performance and Growth) – 6th April 2022  
Cabinet – 21st April 2022

**Executive Portfolio:** Councillor R Fuller - Executive Leader of the Council & Executive Councillor for Housing and Economic Development & Councillor S Bywater – Executive Councillor for Community Resilience and Well-Being

**Report by:** B Buddle, Democratic Services Officer (Scrutiny)

**Ward(s) affected:** All

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### **Executive Summary:**

Overview and Scrutiny Members held an away day in June 2021 to consider the issues facing the District and the Council to identify themes for investigation by Overview and Scrutiny during the year. Input was provided by the Managing Director and the Strategic Director (Place). On the basis of data presented on the day and detailed discussion on Members' experiences, a number of potential areas were identified for investigation. These were then grouped into coherent themes for investigation. One of the themes was Market Towns. This report deals only with this study.

A focussed study methodology was devised. It identified a study plan with the purpose of which being to examine:

- The impact of the 'new normal' on high streets;
- Economic Development in relation to Market towns and key service centres, and
- Creating community resilience for the future.
- Impact of changing working practices on local services
  - Working from Home – Changes to lunchtime trade
  - Shop local / Think Local
  - Online shopping
- Impact of furlough ending
- Signposting residents and businesses to self-serve at [www.wearehuntingdonshire.org](http://www.wearehuntingdonshire.org)

- Supporting local businesses.

The report summarises the evidence submitted, the discussions that took place and the actions agreed that address the Terms of Reference.

**Recommendation(s):**

The Cabinet is

**RECOMMENDED**

- a) to formally recognise the work of the Council's Economic Development Team for the support that they have provided businesses across the district during the pandemic and recovery from it;
- b) to identify support and guidance for traders within the district to enable them to identify the right place, the right people, obtain advice and funding opportunities for their business;
- c) to co-ordinate with town and parish councils as well as local groups, to encourage self-promotion of their towns and villages, as well as opening communication and dialogue within and between local communities;
- d) to explore visitor opportunities within the district for short tourist experiences;
- e) to conduct research to identify residents within the district who are excluded from current dialogues, and to identify reasons for this;
- f) to investigate and identify further funding opportunities available to the Council and local businesses to aid continued growth;
- g) to encourage local trading bodies to exert their influence in supporting businesses within the district and to discourage promotion of businesses in neighbouring areas; and to ensure enforcement powers can support this where appropriate, and
- h) that the findings of this study be incorporated into the Community Strategy implementation plans.

## 1. PURPOSE OF THE REPORT

- 1.1 This report contains the background, justification, process, conclusions and recommendations arising from a task and finish study on the general theme of Huntingdonshire's market towns.

## 2. BACKGROUND

- 2.1 Overview and Scrutiny Members held an away day in June 2021 to consider the issues facing the District and the Council to identify themes for investigation by Overview and Scrutiny during the year. Input was provided by the Managing Director and the Strategic Director (Place). On the basis of data presented on the day and detailed discussion on Members' experiences, a number of potential areas were identified for investigation. These were then grouped into coherent themes for investigation. One of the themes was Market Towns. This report deals only with this study.
- 2.2 The Overview and Scrutiny Panel (Performance and Growth) appointed a Task and Finish Group (The Group) comprising Councillors B Chapman, S Corney, D Dew, A Roberts and T Sanderson. The Group appointed Councillor D Dew as its Rapporteur.

## 3. METHODOLOGY

- 3.1 The Group's first task was to complete a study plan. In doing so, the purpose of the study was confirmed to be to examine:
- The impact of the 'new normal' on high streets;
  - Economic Development in relation to Market towns and key service centres, and
  - Creating community resilience for the future.
  - Impact of changing working practices on local services
    - Working from Home – Changes to lunchtime trade
    - Shop local / Think Local
    - Online shopping
  - Impact of furlough ending
  - Signposting residents and businesses to self-serve at [www.wearehuntingdonshire.org](http://www.wearehuntingdonshire.org)
  - Supporting local businesses.
- 3.2 The first step was to review the latest data. The Impact Assessment for Huntingdonshire 2021 was reviewed. It was decided that the study would then proceed by identifying and examining case studies from which lessons might translate to Huntingdonshire. It was also agreed to interview practitioners with the same purpose in mind. Any lessons would be filtered through Members' knowledge and experience of their wards and of the whole District.

### 3.3 The case studies were:

- Saffron Walden;
- Hebden Bridge;
- Frome;
- Stockton on Tees;
- Bedford;
- Margate;
- Settle;
- Belper, and
- Carlisle.

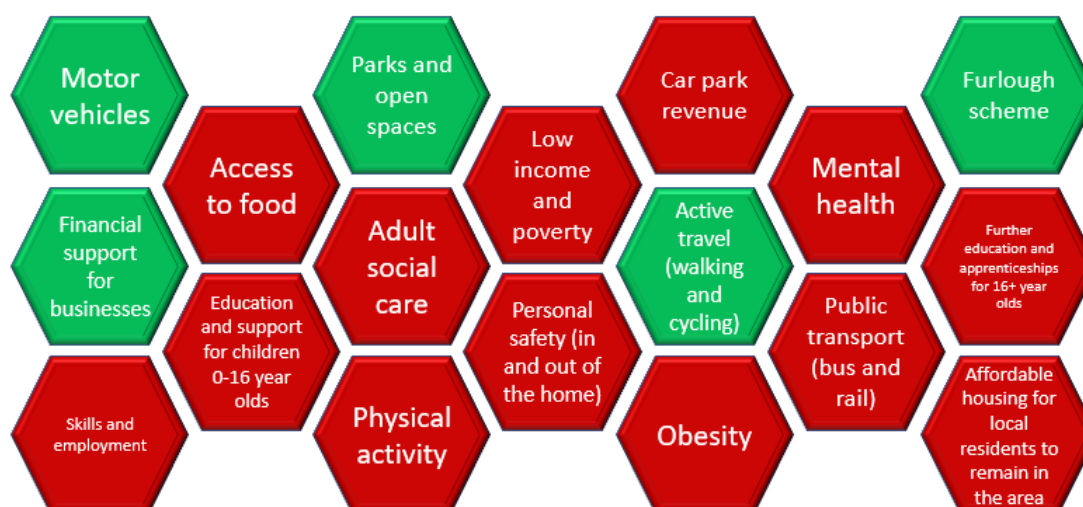
The Group were fortunate to be able to interview Anna Bradley-Dorman and Cheryl Greyson from Ramsey Neighbourhood Trust. Cheryl has considerable expertise as the holder of a PhD in marketing while also being a practitioner. She works for University Peterborough and has offered to assist in any follow up work that takes place as a result of the study.

### 3.4 The following sections contain the Group's findings and conclusions.

## 4. **UNDERSTANDING THE CONTEXT**

- 4.1 During the planning phase of the study Members were made aware that initiatives intended to promote the market towns already existed. These included the Future High Streets Fund and the Towns Fund. Members, therefore, decided not to focus on retail, but instead to look at how they might add value to these initiatives. This decision was reinforced during the investigation when it was established that there are relatively few empty retail units in Huntingdonshire's Towns. Furthermore, evidence from other case study towns suggested that attempts to influence markets can lead to the creation of a number of similar businesses and this is unlikely to be sustainable in the medium and longer terms.
- 4.2 Work was carried out by the Council to identify the impact of Covid-19 on areas around the district. The negative impacts outweighed the positives and helped to identify areas for the study.

## Highest Impacts; green (positive), red (negative)



*Diagram showing highest impacts across the district.*

- 4.3 A study by the University of Sheffield suggests city centres stand to lose £3bn in 2022 because significant numbers of people are working from home. The study goes on to indicate that some of this spending will be realised in the residential areas where these workers live. One of the challenges Huntingdonshire has traditionally faced is outward migration to work. The change reported by the University of Sheffield represents a real opportunity in terms of the local economy. However, the dangers of social isolation are also recognised. The aim of making retail and social enterprises sustainable within 15 minutes' walk or cycle ride resonates with the Council's strategic objectives and will help alleviate social isolation. It also has clear environmental benefits.
- 4.4 Huntingdonshire benefits from being at the intersection of the three interconnected economies of Cambridgeshire and Peterborough as defined in the Cambridgeshire and Peterborough Local Economic Recovery Strategy (LERS). Having recognised the positive position in which the District is located, the Group has reached a number of conclusions that indicate how the Council might proceed. In the course of the study, notes have been made of the data that is required to inform future decisions in this field and these are set out.
- 4.5 LERS identified objectives in its goal to make a leading contribution to the UK's recovery from the Covid-19 pandemic with interventions being prioritised for each phase to deliver the highest impact on the relevant objectives. Specific objectives relating to the study include:
- Business and People: Ensuring high quality advice and coaching to support growth
  - Place: Increasing footfall in town and city centres
  - Place: Reopening and adapting retail, tourism, hospitality and leisure.

## 5. FINDINGS

- 5.1 The study findings coalesce around two distinct themes. The first is the focus on events and experiences and the second is community engagement. Both themes have resonance with the Council's strategic framework. In the course of its work the Group tested its findings against and drew on experiences in Ramsey. In the course of an interview, Discover Ramsey expressed its appreciation of the recent input provided by the Council's Economic Development Team. External funding for the Team is coming to an end and the Group is of the view that the Team's work should be formally recognised.

### *Case Study Lessons*

- 5.2 The Group has examined several case studies and benefited from expert opinion. Some ideas that would be beneficial to Huntingdonshire have been identified. Stockton on Tees has a strong strategy which has been nationally recognised. A key theme is linking town centres with river frontages. This has strong resonance with all of Huntingdonshire's market towns. A vision might look something like this:
- 5.3 The Towns connect High Streets with waterways. They will create unique attractions in the heart of the town centres, which will form an exciting future. Ideally, the walk from the High Streets to the waterways will be uninterrupted. Waterside parks are open, with spaces for families, market spaces and opportunities for cafes and kiosks. Squares and will be open, flexible spaces for community large-scale events for people of all ages to enjoy.
- 5.4 A crucial point is street trading. This should be facilitated in market towns, in the riverside areas and in the routes between them. It is recommended that the Council reviews its street trading and consents arrangements, and the terms for trading in the riverside areas. An important lesson from Stockton is, in summary, the Council should seek to help those who are interested to find the right location, obtain planning advice, receive support in recruiting the right workforce and identify funding opportunities for businesses. A further opportunity to help traders is found in the LERS, which identifies an Objective of ensuring they have high quality advice and coaching to support growth.
- 5.5 It is important to state that the intention of the recommendation in the last paragraph is not to promote street traders at the expense of permanent town centre retailers. The event focus is crucial here. Street traders can add to the sense of events that attract the public and permanent traders have opportunities to take advantages of the attracted footfall. As such, this report's recommendations are intended to complement the Council's other local economy initiatives.
- 5.6 Members have discussed this in a local context. They are aware of a trend for street trading, particularly by food vendors, to take place in the District's

industrial estates. The above recommendation is therefore extended beyond the town centre and riverside areas to other such areas.

### *Events/Experiences*

- 5.7 There is increasing realisation that people are choosing experiences rather than retail opportunities when deciding what to do with their disposable income. Indeed, this is explicitly referred to in the LERS Place Objective of reopening and adapting retail, tourism, hospitality and leisure. This trend has been recognised in Ramsey and work has successfully been undertaken to exploit and build on it.
- 5.8 Given the success of the work in Ramsey, it is important to learn lessons. As has been said there has been a focus on experiences. This covers town centre events to promote economic activity, but it also has connections with the wider tourism agenda. Once alerted to it, this theme became one that cropped up throughout the Group's investigations.
- 5.9 Promoting events has significant potential. An example from Ramsey is their Dine Out event, where food vendors come into the town to provide additional refreshment options and local businesses join in by adding outdoor seating to their premises. To put events and experiences into a conceptual framework, the Group has applied the lenses of tourism and marketing. The Group has recognised that in "normal" times; that is, without Covid related restrictions, Cambridge experiences what might be termed "over-tourism". Building on this situation, the Group has been advised there could be significant benefit in building on the District's close proximity to Cambridge. It is suggested that focussing on shorter experiences of half a day, one day or two days could be fruitful. This would work well with the events that are staged.
- 5.10 The question then is what events would be staged. Experience elsewhere and at other levels has shown that the public sector has not always succeeded at staging events. The lesson from Ramsey is that ideas are generated through interaction between town-based marketing functions and local residents through social media. Further detail on social media appears in the next section. For this section of the report attention is drawn to the potential benefits of **co-ordinating town-based marketing functions**. It is stressed that successful events should not simply be replicated in other towns, but it is important that there is co-ordination between the towns to ensure initiatives are complementary and certainly do not detract from each other.
- 5.11 The Group had originally looked at whether it should include the impact of retail destinations such as Rushton Lakes. Given the more limited scope of the study, it was decided not to go into this in great detail, but this did not mean there were not lessons that could be drawn on. It is understood that it staged a promotion that enabled visitors to have their photographs taken at the entrance. Members took this to reinforce the value of staging events.

- 5.12 Turning to wider tourism and marketing, the Group has discussed the kinds of activities that might be suited to Huntingdonshire and work with the recommendations in this report. Members recommend that focussing on local heritage and the environment would be the District's strongest attractions. They would also facilitate the kinds of activities that can be undertaken in a half day, one day or two days. It might be added that these would be in locations that would be ideal for hosting events. The Group has not had time to do much work in this area so it is suggested that it should be examined in greater detail by the relevant Overview and Scrutiny Panel in the new Municipal year. The following is a starting point:
- a. Heritage
  - b. Local points of interest
  - c. Waterways
  - d. Open spaces
  - e. Walks
  - f. Historical figures
  - g. Historic environments

### *Community Engagement*

- 5.13 The Group has looked at the features and advantages of internet initiatives that allow local traders to display their products, share information about themselves and facilitate selling and local delivery. Examples are ShopAppy.com and Click It Local.
- 5.14 Discover Ramsey has established its own social media presence. It has used this presence to create a dialogue with residents and businesses. Perhaps more importantly, it has helped to promote a dialogue between residents. The first advantage of this is that residents are able to communicate publicly about the kind of events they would want to see staged. The details of events then grow organically through dialogue, and it is thereby promoted amongst residents. In time a further benefit is realised as residents and businesses start to answer individual enquiries rather than relying on organisers. It is likely, however, that some sort of moderating function will need to be retained. It is suggested that this finding corresponds with the aim in the Community Strategy of engaging with local communities and of supporting those communities to communicate. It should, therefore, be supported.
- 5.15 An important lesson here concerns the need to be aware to the fact that some groups might be excluded from the dialogue or for whatever reason do not participate. The Group therefore recommends that data is compiled on the groups that participate and importantly those that do not. Steps can then be taken to involve excluded groups, for example, by connecting to a youth town council.
- 5.16 The Group has not ignored retail and other similar businesses. There is, in fact, an important associated point to make. There have been recent reports that people are returning to shop more locally in smaller quantities more often. The establishment of locally based communications channels



would be an ideal way for community businesses and shops to communicate with customers. The Group has been informed of an example of a café that co-ordinated with local walking groups to provide them with an offer in the café after walks have been completed. Again, the role of events is noted as are the themes of combatting social isolation, exercise and local trade.

- 5.17 In summary, the features of social media that are proven to succeed include:
- a. Create a local brand
  - b. Show a sense of community spirit and pride
  - c. Residents self-promote
  - d. Engagement and buy-in from community – they then become brand champions
  - e. Images are key
  - f. Organic reach ensures engagement with local community
  - g. Share lifestyle content – implied/secondary link to local businesses
  - h. Be realistic about what is achievable and relevant – not investing in newer channels just because they are trendy
  - i. Create 'insta' attractions for residents and visitors to self-promote.

#### *External Support and Funding*

- 5.18 The Group is conscious that external funding for economic development will shortly end. Research has therefore been undertaken into other opportunities that might support some of the recommended areas of activity. The High Streets Heritage Action Zones is now closed for applications, but Historic England have a range of [open grants schemes](#).
- 5.19 Historic England's programme of [work with historic high streets](#) is wide ranging, and includes research, the regeneration of 67 successful high streets and an associated cultural programme. In addition to providing direct benefits to High Streets Heritage Action Zones, lessons are learnt that will be of benefit to other places that are planning to place heritage at the centre of their regeneration projects.

Lessons will be disseminated in a number of different ways:

- A range of [publications](#), including advice and guidance
- [High street focussed webinars](#) to support the sharing of good practice and advice on a variety of topics relevant to preserving the historic environment
- A free online [Historic Environment community](#) which anyone can join. Members can pick up news, ask question in the forums, promote local work and make new contacts. There have been some recent discussions on high streets within this group

5.20 The Group recommend these sources as a starting point for further investigations.

*Additional*

5.21 The recommendations in this report together with the other initiatives that have been referred to represent a significant package. Through their discussions, Members have come to the view that the Council should try to ensure the advantages sought are not undermined. They are aware of instances of other retail locations outside of the District being advertised in Huntingdonshire. It is recommended that trading bodies such as Huntingdon Bid should be encouraged to use its influence to discourage it. In addition, in this context the Council should confirm that it will use its enforcement powers were this is appropriate.

## **6. CONCLUSION**

6.1 The study has concentrated on building on the local strategic framework to build resilience within the District's communities and to address issues identified in the latest Impact Assessment. It can be seen that the recommendations contribute towards the following impacts:

- Support for businesses;
- Access to food;
- Parks and open spaces;
- Active travel (walking and cycling) by encouraging and enabling the promotion of social / community activities and shopping within 15 minutes of residents;
- Mental health.

## **7. RECOMMENDATIONS**

7.1 In summary, it is RECOMMENDED that

- a) the work of the Council's Economic Development Team be formally recognised for the support that they have provided businesses across the district during the pandemic and recovery from it;
- b) support and guidance be identified for traders within the district to enable them to identify the right place, the right people, obtain advice and funding opportunities for their business;
- c) town and parish councils as well as local groups, be encouraged to self-promote their towns and villages, as well as opening communication and dialogue within and between local communities;
- d) visitor opportunities within the district for short tourist experiences be explored;

- e) research be conducted to identify residents within the district who are excluded from current dialogues, and to identify reasons for this;
- f) further funding opportunities available to the Council and local businesses to aid continued growth be investigated and identified;
- g) local trading bodies be encouraged to exert their influence in supporting businesses within the district and to discourage promotion of businesses in neighbouring areas; and to ensure enforcement powers can support this where appropriate, **and**
- h) the findings of this study be incorporated into the Community Strategy implementation plans.

## **7. BACKGROUND PAPERS**

- Notes of meetings of the Market Towns Task and Finish Group.
- Cambridgeshire & Peterborough Local Economic Recovery Strategy (LERS)
- COVID-19 Impact Assessment for Huntingdonshire District Council
- Local Economic Recovery Strategy (CPCA)
- Community (Transition) Strategy

## **CONTACT OFFICER**

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## HUNTINGDONSHIRE DISTRICT COUNCIL

MINUTES of the meeting of the HINCHINGBROOKE COUNTRY PARK JOINT GROUP held in the Countryside Centre, Hinchingbrooke Country Park, Brampton Road, Huntingdon, PE29 6DB on Friday, 18 March 2022

PRESENT: Councillor R J West – Chairman.

Councillors K Billington, T D Sanderson and Mrs S R Wilson.

### 8 INTRODUCTORY REMARKS

In welcoming all to the meeting, the Chairman was pleased to report the news that the District Council had secured a 99-year lease for the Country Park together with the fact that it had been awarded Green Flag Status once again.

### 9 MINUTES

The Minutes of the meeting held on 21st October 2021 were approved as a correct record and signed by the Chairman.

### 10 MEMBERS' INTERESTS

No declarations were received.

### 11 SENIOR RANGER'S REPORT

The Group received and noted the contents of the Senior Ranger's report (a copy of which is appended in the Minute Book) and a PowerPoint presentation on park activities for the period October 2021 to March 2022. In doing so, comment was made as follows:

#### **Staffing and Volunteers**

Members were encouraged to note that both former Kickstarters had now secured full time employment and that two new individuals had started within the team since October 2021. These individuals required more support than the previous cohort which was impacting upon existing workloads. It was further noted that another individual was due to start their placement in the next few weeks.

Having regard to volunteers, the Group were encouraged to note that volunteer numbers had returned back to pre-Covid levels with the exception of SEN volunteers Whilst some had returned, others were unable to owing to the availability of carer support.

#### **Hinchingbrooke Country Park Management**

The Group were encouraged to note the range of work undertaken at the Country Park since the last meeting and noted the work to be undertaken over

the coming months which included installing new pictorial meadows, spring maintenance of park furniture such as benches, way-marker posts and fences, installation of additional way-marker posts and temporary interpretation, the installation of new play equipment, which had been delayed owing to a shortage of materials and ground conditions and the submission of a planning application for the investment project.

A brief discussion was held on the potential conflict with the District Council's Tree Strategy which had recently emerged. This was being dealt with as a high priority by the Countryside Services Manager and the Senior Ranger in conjunction with the District Council's Planning Policy Team.

### **Community Groups**

Members were encouraged to note that community groups had also returned to pre-Covid levels. In noting that negotiations were ongoing with Love to Swim, and in response to questions, it was confirmed that this group had their own insurance arrangements in place and that they would be undertaking their own water quality checks and responsible for providing their own lifeguards.

### **Satellite Sites**

An update was delivered on the range of work being undertaken across Views Common, Stukeley Meadows and Spring Common. It was reported that consideration currently was being given to collaborate with other services to with a view to providing better management practices for these sites.

### **Café**

The "Grab & Go" system remains a popular choice in the Café together with the gift shop which proved popular during the wetter months whilst also generating additional sales in the Café. Attention was drawn to the income levels from the Café when compared to previous years where it was noted that £151,476 had been generated to date in the current financial year.

### **Events, Activities and Promotions**

Events had been arranged in accordance with COVID guidelines which included the Robin Hood interactive trail event, Flix & Picnics, Halloween interactive trail, Den Building interactive trail and Santa's Grotto. The New Year's Eve party had to be cancelled owing to COVID and the outdoor cinema had not proved popular this year due to poor weather conditions and the re-opening of public houses.

The Group's attention was then drawn to a number of upcoming events planned at the Country Park until the end of the calendar year which was welcoming to note.

### **Countryside Centre**

Attention was drawn to occupancy levels and the number of bookings taken at the Countryside Centre compared to previous financial years. The figures showed an improvement when compared to 2020/21 with income to date reported as £14,150. It was noted that the Countryside Services Manager

continued to organise usage of the centre, with continuing reluctance for participants to meet indoors. It has therefore been difficult for the Countryside Services Manager to predict a pattern of usage in the short and medium-term as the type of bookings at the Centre have been variable.

### **Future Development**

Work continues to progress with the development of the project. The Assistant Director (Recovery) reported that the District Council's Cabinet had approved Community Infrastructure Levy funding at their meeting last night which was a positive step for the project. £1.5m of funding had been secured which would help towards the rising costs of materials for the project such as timber and fuel.

In response to a question which had been raised, it was anticipated that works to commence the installation of the new play equipment on site would begin at the end of April/beginning of May 2022. This had been delayed owing to wet weather conditions.

It was confirmed that the Group would have sight of the development plans for the Country Park once public consultation during the planning application phase was underway. It was likely that a Special Meeting of the County Park might be needed to review the plans as part of the development process.

Having had their attention drawn to the key elements of the development proposals and the estimated completion dates for each, it was noted that all scheduled works were due to be completed by Autumn 2023.

### **Financial Position**

Members' attention was drawn to the outturn position of the Park for the 2020/21 financial year and the forecast outturn position for the 2021/22 financial year. In terms of the latter, it was reported that there was an expected underspend for the Countryside Centre attributed to savings from a vacant post and a reduction in building and maintenance costs. Members were encouraged to note that the Café's income would be expected to reach pre-COVID levels.

Councillor T D Sanderson drew the Countryside Services Manager's attention to potential funding available from the County Council's Cultivate Fund. County Councillor K Billington drew the Group's attention to Brampton Community Shed and suggested that Officers might wish to approach this group about the possibility of selling their wares at the Café site and/or at the upcoming planned Craft Fair.

## **12 EXCLUSION OF PRESS AND PUBLIC**

### **RESOLVED**

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

### **13 PROPOSED LIAISON AGREEMENT**

The Group discussed in detail the proposed Liaison Agreement and made suggested changes/amendments to the document. The Countryside Services Manager was tasked with circulating around electronically an updated version to Members of the Joint Group for final comment. It was agreed that the matter would be discussed in six months' time at the next meeting.

### **14 RE-ADMITTANCE OF PRESS AND PUBLIC**

RESOLVED

that the press and public be readmitted to the meeting.

### **15 DATE OF NEXT MEETING**

It was noted that the next meeting of the Hinchingsbrooke Country Park Joint Group will be held on 14th October 2022 at 10:00am.

Chairman