

TONBRIDGE & MALLING BOROUGH COUNCIL



EXECUTIVE SERVICES

Chief Executive
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NB - This agenda contains proposals, recommendations and options. These do not represent Council policy or decisions until they have received proper consideration through the full decision making process.

Contact: Democratic Services
committee.services@tmbc.gov.uk

3 September 2024

To: MEMBERS OF THE OVERVIEW AND SCRUTINY COMMITTEE
(Copies to all Members of the Council)

Dear Sir/Madam

Your attendance is requested at a meeting of the Overview and Scrutiny Committee to be held in the Council Chamber, Gibson Drive, Kings Hill on Wednesday, 11th September, 2024 commencing at 7.30 pm.

Members of the Committee are required to attend in person. Other Members may attend in person or participate online via MS Teams.

Information on how to observe the meeting will be published on the Council's website.

Yours faithfully

DAMIAN ROBERTS

Chief Executive

A G E N D A

1. Guidance on the Conduct of Meetings 5 - 8

PART 1 - PUBLIC

2. Apologies for absence

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| 3. | Notification of Substitute Members | 9 - 10 |
| 4. | Declarations of interest | 11 - 12 |

Members are reminded of their obligation under the Council's Code of Conduct to disclose any Disclosable Pecuniary Interests and Other Significant Interests in any matter(s) to be considered or being considered at the meeting. These are explained in the Code of Conduct on the Council's website at [Code of conduct for members – Tonbridge and Malling Borough Council \(tmbc.gov.uk\)](https://www.tmbc.gov.uk/code-of-conduct-for-members).

Members in any doubt about such declarations are advised to contact Legal or Democratic Services in advance of the meeting.

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| 5. | Minutes | 13 - 22 |
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To confirm as a correct record the Minutes of the ordinary and extraordinary meetings of the Overview and Scrutiny Committee held on 4 April 2024 and 22 April 2024 respectively.

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| 6. | Any Executive Decisions which have been 'called in' | 23 - 24 |
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Matters for Corporate Monitoring

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| 7. | Corporate Key Performance Indicators | 25 - 32 |
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This report provides data on Key Performance Indicators (KPIs) that are aligned to the Corporate Strategy 2023-2027 and monitored on a quarterly or annual basis. The data provided in this report relates to the period up to the end of June 2024.

Matters for Recommendation to the Cabinet

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| 8. | Consultant Use at the Council | 33 - 76 |
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This report presents for Members' consideration the outcome of a review of the Council's use of consultants, with particular focus placed on the use of external expertise, and seeks to make recommendations to the Cabinet in respect of the Council's future use of external consultants.

Matters for Decision under Delegated Powers

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| 9. | Scoping Report - Review of Tonbridge Community Forum | 77 - 82 |
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This report sets out the request from the former Chair of Tonbridge Community Forum for a review to be undertaken in respect of the venue and operation of the Forum, including the frequency, format, venue of meetings and application criteria for the membership of the Forum.

Matters for Information

10. Review and Procurement of IT Systems 83 - 146

This report seeks to inform Members of the approach the Council adopts in reviewing and procuring IT systems and contracts.

11. Local Government and Social Care Ombudsman - Annual Review Letter 147 - 156

To set out the annual report of the Ombudsman regarding complaints received and dealt with over the period from 1 April 2023 to 31 March 2024.

12. Record of Decisions taken by the Executive 157 - 162

The record of executive decisions taken during April to August 2024 are attached for information.

13. Work Programme 163 - 164

The Work Programme setting out matters to be scrutinised during 2024/25 is attached for information. Members can suggest future items by liaising with the Chair of the Committee.

14. Urgent Items 165 - 166

Any other items which the Chairman decides are urgent due to special circumstances and of which notice has been given to the Chief Executive.

Matters for consideration in Private

15. Exclusion of Press and Public 167 - 168

The Chairman to move that the press and public be excluded from the remainder of the meeting during consideration of any items the publication of which would disclose exempt information.

PART 2 - PRIVATE

16. Urgent Items 169 - 170

Any other items which the Chairman decides are urgent due to special circumstances and of which notice has been given to the Chief Executive.

MEMBERSHIP

Cllr Mrs A S Oakley (Chair)

Cllr R I B Cannon (Vice-Chair) and Cllr L Athwal (Vice-Chair)

Cllr T Bishop

Cllr C Brown

Cllr A Cope

Cllr D A S Davis

Cllr D Harman

Cllr P M Hickmott

Cllr M A J Hood

Cllr F A Hoskins

Cllr S A Hudson

Cllr D W King

Cllr W E Palmer

Cllr D Thornewell

Cllr K S Tunstall

Cllr C J Williams

GUIDANCE ON HOW MEETINGS WILL BE CONDUCTED

- (1) Most of the Borough Council meetings are livestreamed, unless there is exempt or confidential business being discussed, giving residents the opportunity to see decision making in action. These can be watched via our YouTube channel. When it is not possible to livestream meetings they are recorded and uploaded as soon as possible:

<https://www.youtube.com/channel/UCPp-IJISNgoF-ugSzxjAPfw/featured>

- (2) There are no fire drills planned during the time a meeting is being held. For the benefit of those in the meeting room, the fire alarm is a long continuous bell and the exits are via the doors used to enter the room. An officer on site will lead any evacuation.
- (3) Should you need this agenda or any of the reports in a different format, or have any other queries concerning the meeting, please contact Democratic Services on committee.services@tmbc.gov.uk in the first instance.

Attendance:

- Members of the Committee are required to attend in person and be present in the meeting room. Only these Members are able to move/ second or amend motions, and vote.
- Other Members of the Council can join via MS Teams and can take part in any discussion and ask questions, when invited to do so by the Chair, but cannot move/ second or amend motions or vote on any matters. Members participating remotely are reminded that this does not count towards their formal committee attendance.
- Occasionally, Members of the Committee are unable to attend in person and may join via MS Teams in the same way as other Members. However, they are unable to move/ second or amend motions or vote on any matters if they are not present in the meeting room. As with other Members joining via MS Teams, this does not count towards their formal committee attendance.
- Officers can participate in person or online.

- Members of the public addressing an Area Planning Committee should attend in person. However, arrangements to participate online can be considered in certain circumstances. Please contact committee.services@tmbc.gov.uk for further information.

Before formal proceedings start there will be a sound check of Members/Officers in the room. This is done as a roll call and confirms attendance of voting Members.

Ground Rules:

The meeting will operate under the following ground rules:

- Members in the Chamber should indicate to speak in the usual way and use the fixed microphones in front of them. These need to be switched on when speaking or comments will not be heard by those participating online. Please switch off microphones when not speaking.
- If there any technical issues the meeting will be adjourned to try and rectify them. If this is not possible there are a number of options that can be taken to enable the meeting to continue. These will be explained if it becomes necessary.

For those Members participating online:

- please request to speak using the 'chat or hand raised function';
- please turn off cameras and microphones when not speaking;
- please do not use the 'chat function' for other matters as comments can be seen by all;
- Members may wish to blur the background on their camera using the facility on Microsoft teams.
- Please avoid distractions and general chat if not addressing the meeting
- Please remember to turn off or silence mobile phones

Voting:

Voting may be undertaken by way of a roll call and each Member should verbally respond For, Against, Abstain. The vote will be noted and announced by the Democratic Services Officer.

Alternatively, votes may be taken by general affirmation if it seems that there is agreement amongst Members. The Chairman will announce the outcome of the vote for those participating and viewing online.

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Overview and Scrutiny Committee					
	Conservative	Liberal Democratic	Green	Ind. Kent Alliance	Labour
1	Sue Bell	Bill Banks	Kath Barton		Angus Bennison
2	James Lark	Paul Boxall	Steve Crisp		Wayne Mallard
3	Alex McDermott	Garry Bridge	Robert Oliver		
4	Adem Mehmet	Trudy Dean	Bethan Parry		
5	Mark Rhodes	Roger Roud	Stacey Pilgrim		
Members of Cabinet cannot be appointed as a substitute to this Committee					

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Declarations of interest

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TONBRIDGE AND MALLING BOROUGH COUNCIL

OVERVIEW AND SCRUTINY COMMITTEE

MINUTES

Thursday, 4th April, 2024

Present: Cllr Mrs A S Oakley (Chair), Cllr R I B Cannon (Vice-Chair), Cllr M A J Hood (Vice-Chair), Cllr T Bishop, Cllr C Brown, Cllr A Cope, Cllr R W Dalton, Cllr D A S Davis, Cllr D Harman, Cllr P M Hickmott, Cllr F A Hoskins, Cllr D W King, Cllr J R S Lark, Cllr W E Palmer, Cllr A Mehmet (substitute), Cllr R W G Oliver (substitute) and Cllr R V Roud (substitute).

Cllrs A G Bennison, K B Tanner, Mrs S Bell* R P Betts*, M D Boughton*, D Keers*, M R Rhodes*, Mrs M Tatton* and M Taylor* were also present pursuant to Council Procedure Rule No 15.21.

*participated via MS Teams

Apologies for absence were received from Councillors G B Hines, S A Hudson and D Thornwell

PART 1 - PUBLIC

OS 24/17 NOTIFICATION OF SUBSTITUTE MEMBERS

Notification of substitute members were recorded as set out below:

- Cllr Mehmet substitute for Cllr Hudson
- Cllr Roud substitute for Cllr Thornwell
- Cllr Oliver substitute for Cllr Hines

In accordance with Council Procedure Rules 17.5 to 17.9 these Councillors had the same rights as the ordinary member of the committee for whom they were substituting.

OS 24/18 DECLARATIONS OF INTEREST

There were no declarations of interest made in accordance with the Code of Conduct.

OS 24/19 MINUTES

RESOLVED: That the Minutes of the meeting of the Overview and Scrutiny Committee held on 25 January 2024 be approved as a correct record and signed by the Chair.

MATTERS FOR RECOMMENDATION TO THE CABINET**OS 24/20 HOUSING ASSOCIATION PERFORMANCE FRAMEWORK**

A proposed Housing Association Performance Framework setting out the data to be requested from the largest Registered Providers, arrangements to review nomination agreements with those providers and how the Housing Association Liaison Panel could be used to ensure Member engagement was attached at Annex 1 for consideration.

Reviewing the approach to a Housing Association Performance Framework was an identified action in the Borough Council's Housing Strategy Action Plan for Year 2.

However, it was reported that the Borough Council would engage with Clarion Housing differently to other registered providers given the size of their portfolio in the Borough. This was reflected in the proposed Framework with a specific section on a meeting programme with Clarion.

Members welcomed the introduction of a Performance Framework so that the Borough Council was aware of registered providers performance and able to assess any potential impacts this performance might have on the authority's activity or its residents. Data would be requested from all Housing Associations with stock in Tonbridge and Malling on at least an annual basis as set out in 1 of Annex 1. To address concerns raised by the Committee, information on damp and mould complaints and issues would also be requested from all Housing Associations.

It was also noted that there was renewed focus by Clarion Housing in respect of 'voids' and whilst better data was being received it was difficult to share information with Members on the grounds of confidentiality and GDPR. However, consideration would be given as to whether data sharing was an option.

***RECOMMENDED:** That

- (1) the Housing Association Performance Framework be commended to Cabinet for adoption.

***Recommended to Cabinet**

MATTERS FOR INFORMATION**OS 24/21 AGILE SOFTWARE IMPLEMENTATION**

The report of the Director of Planning, Housing and Environmental Health reviewed the implementation of the Agile project and responded to specific questions previously raised by the Committee. Based on the challenges with service delivery experienced by Planning and Building Control following implementation of their modules, the Agile project had

been identified as a red risk on the Borough Council's strategic risk register.

Careful consideration was given to the responses detailed in 1.2 of the report which outlined the procurement process, financial and value for money implications, decision making and delivery arrangements and timetables.

Members sought clarity around spending in respect of the original proposal and expressed disappointment at the £200,000 additional cost as a result of additional project management. It was confirmed that the overall cost of the implementation project to the Borough Council was in the region of £397,000 (as set out in 1.4.1, 1.4.2 and 1.4.4 of the report). These represented one-off capital costs and were not an ongoing financial commitment. There was also an ongoing revenue saving of circa £50,000 as a result of moving to an alternative software provider. It was reiterated that the previous Uniform platform was no longer compliant in many areas of legislation, such as GDPR and cyber-security, and the new Agile platform should represent value for money in due course.

There was in-depth discussion on a number of factors, including the underestimation of the scale of the work required, the challenging working relationship with the new provider and whether important lessons could be learned around procurement, implementation, due diligence and management of major projects. It was also felt that greater consideration should have been given to the consequences of new software and the impacts on stretched resources. Detailed responses were provided by the Director of Planning, Housing and Environmental Health and the Head of IT.

Members noted that Internal Audit was undertaking a 'post implementation review' of the modules already operating and this would be finalised in April 2024. This was considered an important interim step in reviewing the project to ensure that any lessons learned could be implemented for the remaining Agile modules. It was also noted that the Audit Committee had asked to review Agile from a risk perspective and relevant officers would be present at that meeting.

OS 24/22 CORPORATE KEY PERFORMANCE INDICATORS

Members received a list of Key Performance Indicators (KPIs) that were aligned to the Corporate Strategy 2023-27 and monitoring on a quarterly or annual basis. The data provided in the report related to the period up to the end of December 2023.

A request to monitor complaints in respect of taxi licences (KPI 112 and 113) was noted.

OS 24/23 RECORD OF DECISIONS TAKEN BY THE EXECUTIVE

The decisions taken by the Cabinet and Cabinet Members during March 2024 were presented for information and noted by the Committee.

OS 24/24 WORK PROGRAMME

The Work Programme setting out potential matters to be scrutinised during 2024/25 was noted. A progress report on the implementation of Agile would be included for the meeting on 12 September 2024.

Members were invited to suggest future items by liaising with the Chair of the Committee.

MATTERS FOR CONSIDERATION IN PRIVATE**OS 24/25 EXCLUSION OF PRESS AND PUBLIC**

There were no items considered in private.

The meeting ended at 9.15 pm

TONBRIDGE AND MALLING BOROUGH COUNCIL

OVERVIEW AND SCRUTINY COMMITTEE

MINUTES

Monday, 22nd April, 2024

Present: Cllr Mrs A S Oakley (Chair), Cllr R I B Cannon (Vice-Chair), Cllr M A J Hood (Vice-Chair), Cllr C Brown, Cllr A Cope, Cllr D A S Davis, Cllr P M Hickmott, Cllr F A Hoskins, Cllr S A Hudson, Cllr D W King, Cllr J R S Lark, Cllr W E Palmer, Cllr D Thornewell, Cllr G C Bridge (substitute), Cllr S Crisp (substitute), Cllr A Mehmet (substitute) and Cllr C J Williams (substitute)

In attendance: Councillors B Banks, K Barton, A G Bennison, R P Betts, M D Boughton, J Clokey, M A Coffin, Mrs T Dean, D Keers, M R Rhodes, K B Tanner, Mrs M Tatton, M Taylor, and K S Tunstall were also present pursuant to Council Procedure Rule No 15.21.

Together with the following external representatives invited by the Chair to provide witness statements: Mr B Smith – Martin Square Traders; Dr R Gilmore – Thornhills Medical Practice; Ms N Elwell – Aylesford traders; Ms T Seamer – Tonbridge traders (submitted an apology for absence and provided a written statement); Ms J Wyatt – Slade Area Residents Association; Mr M Guyton – Tonbridge and Malling Leisure Trust

Virtual: Councillors L Athwal, P Boxall, R W G Oliver, B A Parry and R V Roud participated via MS Teams in accordance with Council Procedure Rule No 15.21.

Apologies for absence were received from Councillors T Bishop, D Harman and G B Hines and an apology for in-person attendance was received from Councillor R W Dalton who participated via MS Teams and joined the discussion when invited to do so by the Chair in accordance with Council Procedure Rule No 15.21.

PART 1 - PUBLIC

OS 24/26 NOTIFICATION OF SUBSTITUTE MEMBERS

Notification of substitute members were recorded as set out below:

- Councillor G Bridge substituted for Councillor T Bishop
- Councillor A Mehmet substituted for Councillor R Dalton
- Councillor C Williams substituted for Councillor D Harman

- Councillor S Crisp substituted for Council G Hines

In accordance with Council Procedure Rules 17.5 to 17.9 these Councillors had the same rights as the ordinary member of the committee for whom they were substituting.

OS 24/27 DECLARATIONS OF INTEREST

There were no declarations of interest made in accordance with the Code of Conduct.

MATTERS FOR RECOMMENDATION TO THE CABINET

OS 24/28 CALL IN OF EXECUTIVE DECISION D240034CAB - PARKING PROPOSALS AND CHANGES TO ON-STREET AND OFF-STREET PARKING FEES AND CHARGES

The report of the Scrutiny Officer advised that in accordance with the Overview and Scrutiny Committee Procedure Rule 15 (c) as set out in Part 4 of the Constitution, five members of the Committee had raised a valid 'call-in' request in relation to the decision taken by the Cabinet in respect of the parking proposals and changes to on-street and off-street parking fees and charges.

Decision Notice D240034CAB (attached at Annex A to the report) had been published on 5 April 2024 and subsequently called-in by Councillors Thornewell, Dalton, Hoskins, Hickmott and Hood.

The grounds for call-in were set out in the report, at paragraph 1.2.1, and the decision was 'deferred' pending consideration by the Overview and Scrutiny Committee.

Members of the Committee considered the grounds for the call-in and a supplementary report of the Interim Chief Executive, provided at the request of Councillor Hood, setting out the legal position concerning fees and charges for on-street and off-street parking and the purposes for which any surplus income generation from parking could be used.

The Cabinet Member for Transformation and Infrastructure (Councillor Coffin), Cabinet Member for Finance and Housing (Councillor Tanner), Cabinet Member for Planning (Councillor Taylor) and the Leader (Councillor Boughton) were invited to respond to the concerns raised in the call-in request and provide justification for each of the decisions that were taken as part of Cabinet Decision D240034CAB by the Cabinet on 2 April 2024. It was explained that, based on the principle of consistency in implementing car park charges across the borough, due regard had been given to the introduction of on-street and off-street parking charges in the proposed areas where no charges were applied in the past, whilst the uniqueness of each and every car park and area was acknowledged and duly considered, including the responses from

the public consultation. Maintaining a balanced budget in the coming years was key for the Borough Council to ensure a continuous provision of a sustainable parking service for the borough amid the ever-increasing costs in the operation and management of parking services and the maintenance and investment of parking facilities.

In addition, six representatives from community organisations and local businesses were invited by the Chair to address the Committee in person (with the exception of one representative whose statement was read out at the discretion of the Chair), during which significant concern was expressed over the potential negative impacts, anticipated to arise from the introduction of parking charges in Larkfield and Aylesford, the extension of the Upper Castle Field car park and the extension of charging hours until 8pm including Sundays and Bank Holidays, on local residents, businesses and visitors.

A detailed and thorough debate followed in respect of Cabinet Decision D240034CAB during which each proposal was considered in order as set out in the Decision Notice.

With regard to Cabinet Decision D240034CAB (1) (ii), it was proposed by Councillor Thornewell and seconded by Councillor Hoskins that reconsideration be given to removal of the proposal for the introduction of on-street charges in West Malling High Street and Swan Street. Following a formal vote this proposal was rejected with 9 Members voting against, 5 voting in favour and 3 abstained from voting. The recommendation of the Committee remained as originally set out in the Decision Notice.

With regard to Cabinet Decision D240034CAB (2), it was proposed by Councillor Cannon and seconded by Councillor Williams that reconsideration be given to an increase of the free parking concession from half an hour to one hour in Martin Square car park, Larkfield, within the introduction of parking charges in the car park. Following a formal vote this proposal was supported with 12 Members voting in favour, 4 voting against and one abstained from voting. In accordance with Council Procedure Rule 8. 6, Part 4 (Rules) of the Constitution, Councillor Thornewell requested that it be recorded in the Minutes that he had voted against this proposal.

With regard to Cabinet Decision D240034CAB (3), it was proposed by Councillor Davis and seconded by Councillor Williams that reconsideration be given to a further reduction in the charge for a season ticket from £200 to £120 per annum in Aylesford Bailey Bridge (East) and Bailey Bridge (West) car parks, with the inclusion of no charge for up to one hour of parking and further consideration to be given to the provision of parking spaces for exclusive use by residents. The amended recommendations were made on the acceptance of the introduction of parking charges in these car parks, which were not to be introduced until the extension of the Bailey Bridge (East) car park had

been completed. This proposal was supported by the Committee and agreed by general affirmation.

With regard to Cabinet Decision D240034CAB (5), it was proposed by Councillor King and seconded by Councillor Mehmet that reconsideration be given to removal of the proposal to extend the Upper Castle Field car park on the grounds of preserving the public open green space. This proposal was supported by the Committee and agreed by general affirmation.

With regard to Cabinet Decision D240034CAB (8), it was proposed by Councillor Cope and seconded by Councillor Hood that the proposal be referred back to the Cabinet for reconsideration with the proviso that free parking concession for one hour on Sundays be provided in Tonbridge within the extension of charging hours at the Borough Council's car parks until 8 pm including Sundays and Bank Holidays (excluding Christmas Day, Boxing Day and New Years Day). Following an explanation provided by the Leader, it was moved by the Chair and seconded by Councillor Hudson that further information be prepared by Officers in advance of the extraordinary meeting of Cabinet scheduled for 30 April 2024 to enable the Cabinet to fully assess and consider the financial implications anticipated to arise from the proposed inclusion of no charge for up to one hour of parking on Sundays in Tonbridge, with particular reference made to the difference in tariff bands between long stay and short stay car parks in Tonbridge, the historical and existing refund schemes in place with certain businesses and the financial context of the proposal, within a complete picture. This amended proposal was supported by the Committee and agreed by general affirmation.

Furthermore, it was noted that an offer had been received from the Tonbridge and Malling Leisure Trust who proposed to make a recurring annual payment of £45,000 to the Borough Council in exchange for free parking concessions for the users of the Angel Centre leisure facilities after 6 pm including Sundays and Bank Holidays whilst the facilities remained open, subject to the final approval of the extension of charging hours in the Borough Council's car parks and the continuation of the existing arrangement in place to refund the charges for one hour of parking for users of the Tonbridge Swimming Pool, including during the additional chargeable hours. This offer was proposed by the Leisure Trust in the spirit of maintaining a mutually beneficial partnership with the Borough Council whilst seeking to protect the members of both the Angel Centre and the Tonbridge Swimming Pool under the current economic pressure and was welcomed by the Leader on behalf of the Cabinet.

For the purpose of clarity, it was confirmed by the Committee that no amendments had been recommended in respect of the other proposals within Cabinet Decision D240034CAB that had not otherwise been discussed as detailed above.

RECOMMENDED*: That the Cabinet reconsider its decisions in respect of the parking proposals and changes to on-street and off-street parking fees and charges (Cabinet Decision D240034CAB (2), (3), (5) and (8)) with recommended amendments as follows:

- (1) Cabinet Decision D240034CAB (2) be amended to “the parking charges to Martin Square car park be introduced as stated in the report, with the inclusion of no charge for up to one hour of parking”;
- (2) Cabinet Decision D240034CAB (3) be amended to “the parking charges to Aylesford Bailey Bridge (East) and Bailey Bridge (West) car parks be introduced as stated in the report, subject to the reduction in the charge for a season ticket to £120 per annum, the introduction of a scheme for parking associated with the local primary school and the inclusion of no charge for up to one hour of parking” with further consideration to be given to the provision of parking spaces for exclusive use by residents; however, the parking charges are not to be implemented until the extension of the Bailey Bridge (East) car park has been completed** (Cabinet Decision D240034CAB (4) refers);
- (3) Cabinet Decision D240034CAB (5) in respect of the proposed extension of the Upper Castle Field car park be removed;
- (4) further investigation be undertaken by Officers and information prepared for the Cabinet to reconsider Cabinet Decision D240034CAB (8) with regard to a proposal to introduce no charge for up to one hour of parking on Sundays in Tonbridge in respect of off-street parking charges; and
- (5) Cabinet Decision D240034CAB (1), (4), (6) and (7) be retained.

***Recommended to Cabinet**

** subject to Capital Plan/fast-track evaluations

MATTERS FOR CONSIDERATION IN PRIVATE

OS 24/29 EXCLUSION OF PRESS AND PUBLIC

There were no items considered in private.

The meeting ended at 11.00 pm
with a break between 9.46 pm and 9.55 pm

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Agenda Item 6

Any Executive Decisions which have been “called in”

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TONBRIDGE & MALLING BOROUGH COUNCIL

OVERVIEW AND SCRUTINY COMMITTEE

11 September 2024

Report of the Chief Executive

Part 1- Public

Matters for Information

1 CORPORATE KEY PERFORMANCE INDICATORS

This report provides data on Key Performance Indicators (KPIs) that are aligned to the Corporate Strategy 2023-2027 and monitored on a quarterly or annual basis. The data provided in this report relates to the period up to the end of June 2024. The main headlines show a number of positive trends in particular relating to MyAccount registrations and MyTMBC app downloads, vacant posts, and Customer handling. Conversely, sickness absence (medically signed-off) has seen a negative trend.

1.1 Overview of KPIs

1.1.1 The aligned KPIs are provided in **Annex 1**, with the data for April - June 2024 (Q1) representing the most up-to-date available statistics.

1.1.2 There are some quarterly **trends** that can be identified and highlighted in this report. These include:

Positive Trends:

- **009:** Myaccount registrations continue to grow strongly to 42,544 in Q1, clearly demonstrating that many residents are seeing a real value in signing up.
- **010:** My TMBC app downloads grew to 10,232 in Q1, again showing the popularity of access through digital channels.
- **012:** Vacancy rates are now the lowest they have been for well over a year, with 9 vacancies currently existing within the organisation.
- **013:** Short-term sickness absence has dropped marginally to 2.86 days (from 2.91 days in Q4 of 2023/24)
- **109:** Having dropped over a number of quarters the % handled rate by Customer Services has increased impressively - from 82% in Q4 of 2023/24 to 88% in Q1.

Areas to Highlight:

- **014:** Whilst short term sickness absence has improved this quarter, medically signed off sickness absence continued to increase in Q1 (for the third quarter in a row). Medically signed off sickness absence increased to 4.81 days representing a notable increase from the baseline of 2.89 days in 2022/23.

1.1.3 In analysing the Q1 trends, Members are encouraged to consider the following:

- **Have you received any feedback from residents on any of these issues?**
- **Are there any KPIs that you would like to scrutinise in more detail?**

1.1.4 Looking beyond the Q1 trends, Tables 1 and 2 show the more long-term trends for the Corporate KPIs and the 'other' KPIs respectively.

1.1.5 Through the use of a traffic lights system, progress on each of the KPIs is set out. Where a KPI is monitored on an annual basis, the quarter within which the KPI is monitored is coloured with the other quarters in grey.

KPI Ref	Key Performance Indicator	Frequency	Trend over 2023/24				Q1 of 2024/25
			Q1	Q2	Q3	Q4	
008	Social media clicks/engagement	Quarterly	Green	Red	Green	Red	Yellow
009	Website Myaccount Registrations (total)	Quarterly	Red	Green	Green	Green	Green
010	My TMBC app downloads (total)	Quarterly	Green	Green	Green	Green	Green
011	Staff Numbers (FTE)	Quarterly	Red	Red	Green	Green	Green
012	Vacant Posts (FTE)	Quarterly	Red	Green	Green	Green	Green
013	Sickness absence (days) - short term	Quarterly	Green	Green	Red	Red	Green
014	Sickness absence (days) - medically signed off	Quarterly	Red	Green	Red	Red	Red
015	Gender Pay Gap - Median	Annually	Grey	Grey	Grey	Green	Yellow

Table 1: Corporate KPIs

1.1.6 As shown in Table 2, the handling of calls has improved considerably in Q1. KPI 110 shows as consistently 'amber' but it should be noted this reflects a consistent high performance in relation to responses to emails (100%), and KPI 111 shows a fluctuation, but this is marginal (between 98-99%).

KPI Ref	Key Performance Indicator	Frequency	Trend over 2023/24				Q1 of 2024/25
			Q1	Q2	Q3	Q4	
109	% Handled rate (Customer Services)	Quarterly	Red	Red	Red	Red	Green
110	% emails responded to within 24 hrs (Customer Services)	Quarterly	Yellow	Yellow	Yellow	Yellow	Yellow
111	% webchat answer rate (Customer Services)	Quarterly	Yellow	Red	Yellow	Green	Yellow
112	Total number of licenced drivers	Quarterly	Green	Green	Green	Red	Yellow
113	Total number of vehicle licences	Quarterly	Green	Green	Red	Green	Yellow
114	Total number of premises licences	Quarterly	Green	Yellow	Yellow	Yellow	Yellow

Table 2: Other KPIs

1.2 Performance Management

1.2.1 With Performance Management becoming more established within the organisation, it is essential that our processes and data are reviewed on a regular basis to ensure that they are as fit-for-purpose as possible in helping to drive improvement within the organisation.

1.2.2 As such, when the Quarter 1 KPIs are reported to Cabinet in October 2024, part of the report will also seek approval for a number of proposed amendments, including:

- Having a Cabinet Member with explicit responsibility for Performance Management to help embed it within the organisation.
- Streamlining the reporting process of KPIs, to avoid the KPIs being scrutinised in a piecemeal way.

- A rationalisation of KPIs – down from the current 72 to around 50, focussing on those that are most closely aligned to the Corporate Strategy and that best measure our performance.
- Introducing an annual portfolio-holder report at Scrutiny Select Committees, setting out achievements, challenges and future plans (including KPIs)

1.3 Legal Implications

1.3.1 The matters set out in this briefing note are considered routine or uncontroversial and a legal opinion has not been sought.

1.4 Financial and Value for Money Considerations

1.4.1 The Corporate Key Performance Indicators are administered, analysed and reported in-house.

1.5 Risk Assessment

1.5.1 Performance Management is identified in the Strategic Risk Register and currently assessed as a medium risk with a positive direction of travel. Within the register it is highlighted that without an effective performance management framework in place, the authority will not be able to understand any required improvements or achieve value for money.

1.6 Policy Considerations

1.6.1 The Corporate Key Performance Indicators are aligned to the Corporate Strategy 2023-2027, and aim to provide data and analysis about the performance of the authority and support its improvement.

Background papers:

Nil

contact: Jeremy Whittaker,
Strategic Economic
Regeneration Manager

Damian Roberts
Chief Executive

Annex 1 – KPIs April - June 2024 (Q1)

CS Priority Action	Ref. No.	Aligned KPI	BASELINE				Q4 2023/24 Snapshot	2024/25				Proposed Target 2024/25	TREND	Benchmarking			Benchmark Source	Explanatory Comments
			Value	Date	Frequency	Source		Apr-Jun	Jul-Sep	Oct - Dec	Jan-Mar			Value	Date	Comparator		
Make our services and advice available to residents 24 hours a day through digital innovation.	008	Social media clicks/engagement	5,200	Jan-Mar 2023	Quarterly	Orlo	5,085 (21,676 for 2023/24)	5,450				25,000 pa	→				N/A	
	009	Website Myaccount Registrations (total)	31,387	Jan-Mar 2023	Quarterly	Jadu	40,323	42,544				47,500 by end of March 2025	↑				N/A	
	010	My TMBC app downloads (total)	6,474	Jan-Mar 2023	Quarterly	One Signal	9,561	10,232				11,500 by end of March 2025	↑				N/A	
Further move the borough council forward so its services are delivered innovatively and in the most cost-effective and efficient way.	011	Staff Numbers (FTE)	224	Jan-Mar 2023	Quarterly	Chris 21 Reports	228.76	231.49				230 by end of March 2025	↑	387 (SDC); 506 (MBC); 282 (TWBC)	Apr-Jun 2023	SDC, MBC and TWBC	LG Inform Plus	Mean monthly figure for the actual quarter.
	012	Vacant Posts	17	Jan-Mar 2023	Quarterly	Chris 21 Reports	10	9				Under 8 by end of March 2025	↑	35	Q3 (2023 /24)	MBC	LG Inform Plus	Posts the Council is actively trying to fill.
	013	Sickness absence (days) - short term	3.5	Jan-Mar 2023	Quarterly	Chris 21 Reports	2.91	2.86				Under 2.7	↑	2.9	2022/ 23	MBC (only available adjoining comparator)	LG Inform Plus	These statistics are cumulative for the financial year, as such each quarter includes the sickness information from Q1 onwards.
	014	Sickness absence (days) - medically signed off	2.89	Jan-Mar 2023	Quarterly	Chris 21 Reports	4.59	4.81				Under 3.5	↓	6.7	2022/ 23	MBC (only available adjoining comparator)	LG Inform Plus	Note that the sickness statistics are cumulative, this means that each quarter includes the sickness information from Q1 onwards.

CS Priority Action	Ref. No.	Aligned KPI	BASELINE				Q4 2023/24 Snapshot	2024/25				Proposed Target 2024/25	TREND	Benchmarking			Benchmark Source	Explanatory Comments
			Value	Date	Frequency	Source		Apr-Jun	Jul-Sep	Oct - Dec	Jan-Mar			Value	Date	Comparator		
Further move the borough council forward so its services are delivered innovatively and in the most cost-effective and efficient way.	015	Gender Pay Gap - Median	30.60%	2022	Annually	Chris 21 Reports	22.24%	22.24%				Under 20%	→	-11.4% (SDC); 6.5% (TWBC) and -4.6% (MBC)	2023 /24	SDC, TWBC and MBC	LG Inform Plus	

		Value	Date	Frequency	Source	Q4 2023/24 Snapshot	Apr-Jun	Jul-Sep	Oct - Dec	Jan-Mar	Proposed Target for 2024/25	TREND	Value	Date	Comparator	Benchmarking Source	Explanatory Comments
Customer Services and Licensing																	
109	% Handled rate (Customer Services)	93%	Jan-Mar 2023	Quarterly	AW365	82%	88%				93%	↑					
110	% emails responded to within 24 hours (Customer Services)	100%	Jan-Mar 2023	Quarterly	Outlook	100%	100%				100%	→					
111	% webchat answer rate (Customer Services)	99%	Jan-Mar 2023	Quarterly	Webchat Tool	99%	98%				100%	→					Marginal drop to 98% but assessed as amber.
112	Total number of licenced drivers	596	Jan-Mar 2023	Quarterly	IDOX Uniform	619	619					→					No change.
113	Total number of vehicle licences	538	Jan-Mar 2023	Quarterly	IDOX Uniform	577	578					→	318 (MBC); 293 (SDC); TWBC (269)	2023	Kent	LG Inform Plus	Marginal change.
114	Total number of premises licences	398	Jan-Mar 2023	Quarterly	Home Office Return	402	403					→	5,590	Mar-22	Kent	LG Inform Plus	Marginal change.

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TONBRIDGE & MALLING BOROUGH COUNCIL

OVERVIEW AND SCRUTINY COMMITTEE

11 September 2024

Report of the Chief Executive

Part 1- Public

Matters for Recommendation to Cabinet

1 CONSULTANT USE AT THE COUNCIL

1.1 Background

1.1.1 The Chair of Overview and Scrutiny Committee requested a review of the Council's use of consultants and a scoping report (Annex 1) was agreed by this Committee. It was agreed that the focus would be on the use of external expertise and not persons employed to provide day to day operational resource.

1.1.2 A summary of consultant use, where external expertise has been provided over the previous four financial years was to be presented to this committee for further consideration. This detail is now attached at Annex 2.

1.1.3 All services across the council have listed external expertise that has been used over the previous four years. The detail includes the total cost, the business need, monitoring and procurement process along with outcomes and possible risks if external support had not been sought.

1.2 Areas for consideration

1.2.1 The details provided in Annex 2 provide the Committee with a concise overview, which highlights commendable practices and areas the Committee may require further information or consideration. It is apparent that some of the external support provided has resulted in cost savings and efficient project delivery, which would not have been possible without external experts.

1.2.2 The Committee may want to consider the details provided in Annex 2, to assess how external support aligns with the council's long-term objectives and priorities. The Committee may want to consider if any of the engagements could have been delivered via internal capacity building or if it continues to be more effective to utilise external expertise for specialist project delivery. The Committee may want to consider if the council is effective at retaining specialist talent, to allow for delivery of projects without the need for external support.

1.2.3 As you would expect there are a variety of projects from across different services, including project management to specialised expertise. In some cases,

collaboration with other councils has led to cost efficiencies and improved outcomes.

- 1.2.4 Different approaches have been adopted depending on the project, with some projects receiving prior agreement via relevant Committee and some projects being service led. Whilst this approach offers potential benefits, such as flexibility and rapid access to specialised skills, there may be cases where Members would prefer more detailed assessments presented of cost effectiveness and longer-term impacts for the council. The Committee may want to ensure services follow robust procurement routes.

1.3 Legal Implications

- 1.3.1 Procurement is undertaken in accordance with financial regulations and council procurement frameworks. The use of a Waiver is undertaken in certain circumstances.

1.4 Financial and Value for Money Considerations

- 1.4.1 The average spend per year over the four years is £709,907 per year, for a total of 191 projects (over four years). It should also be noted that one project resulted in a £2m reclaim returned to the council. In addition, consultants used to assist with the technical design services for carbon reduction measures at the Leisure Centre, resulted in a successful grant application and grant award of £1,164,760.
- 1.4.2 Over half of the external expertise used was for amounts less than £5,000, making up 9% of the consultancy spend. 5 projects accounted for a fifth of the total spend.

1.5 Risk Assessment

- 1.5.1 The risks associated with not using external expertise have been highlighted against each project in Annex 2.

1.6 Equality Impact Assessment

- 1.6.1 The decisions recommended through this paper have a remote or low relevance to the substance of the Equality Act. There is no perceived impact on end users.

1.7 Policy Considerations

- 1.7.1 Business Continuity/Resilience
- 1.7.2 Procurement

1.8 Recommendations

The Overview and Scrutiny Committee is asked to:

- 1.8.1 Note the information provided in Annex 2;
- 1.8.2 Consider if further detail is required by this Committee for any specific projects;
- 1.8.3 Ensure the Council continues to closely manage future use of external experts;
- 1.8.4 Ask officers to continue to look for opportunities to collaborate with other councils;
- 1.8.5 Ensure the council is effective at retaining specialist talent, to reduce the need for external experts going forward; and
- 1.8.6 Make recommendations to Cabinet to be approved and/or noted.

Background papers:

contact: Gill Fox

Nil

Damian Roberts
Chief Executive

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TONBRIDGE & MALLING BOROUGH COUNCIL**OVERVIEW AND SCRUTINY COMMITTEE****25 January 2024****Report of the Interim Chief Executive****Part 1- Public****Delegated****1 SCOPING REPORT – REVIEW OF THE COUNCIL’S USE OF CONSULTANTS**

To scope out the terms for the Overview and Scrutiny Review of the appointment of consultants across the Council.

1.1 Background

1.1.1 The Chair of Overview and Scrutiny Committee has requested a review by this Committee into the Council’s use of consultants. This report sets out the possible scope of the review and options the Committee may want to investigate for the next stage of the review.

1.1.2 The primary questions raised regarding the use of consultants are as follows:

- Why is there a need to employ consultants, is there existing internal expertise that could be utilised?
- Is there a substantial cost to the Council in employing consultants?
- What checks and balances are in place to monitor the consultants?

1.2 Scope

1.2.1 Firstly, the Committee will need to define exactly what is meant by the term “consultants”. The Committee may wish to focus on consultancy work which is providing knowledge, techniques and assets to improve performance that is outside of the Council’s “business as usual”. This would include the use of external third parties, providing expertise that is typically not available internally. Focusing on this aspect, would rule out the use of contractors who fill vacancies and are used for the day-to-day operational resources to maintain departmental function.

1.2.2 The Committee may want to consider the way consultants are engaged. For example, what is the procurement process? Who decides to engage consultants? At what point are Members involved in the process?

- 1.2.3 The Committee may want to consider value for money issues, such as how rates are decided, the rationale for how long companies/individuals are engaged, the cost and frequency of the engagements. Is there a consistent approach in the use of consultants across the Council?
- 1.2.4 In order to consider these issues, it is suggested that a summary of the Council's use of consultants over the past 4 years is presented at the next stage of this review. This could include who the consultants are, what the consultants provided, the cost of the appointment and the final outcome of the appointment.
- 1.2.5 The Committee may want to consider the findings to help understand if there are opportunities to do things differently. For example, is there an opportunity to utilise staff expertise, is more training required to ensure the necessary expertise? Are there any possible measures in place to identify staff potential as a route to reducing reliance on consultants? Conversely, are there risks of not appointing consultants for specific projects?

1.3 Legal Implications

- 1.3.1 To be considered as part of the final Review.

1.4 Financial and Value for Money Considerations

- 1.4.1 Consultancy spend will be considered as part of the final Review. Any possible options to save money can be considered by Members at the final review stage.

1.5 Risk Assessment

- 1.5.1 N/A

1.6 Equality Impact Assessment

- 1.6.1 The decisions recommended through this paper have a remote or low relevance to the substance of the Equality Act. There is no perceived impact on end users.

1.7 Policy Considerations

- 1.7.1 Business Continuity/Resilience
- 1.7.2 Procurement

1.8 Recommendations

- 1.8.1 That the Committee **ENDORSE** the scope of the review, to focus on consultants providing third party expertise not available in the Council and not persons employed to provide day to day operational resource.
- 1.8.2 The Committee **AGREE** to the next steps of the review, looking at the engagement process and the value for money issues.

1.8.3 The Committee **REQUEST** information to consider in the form of a summary of the Council's use of consultants over the previous 4 years.

Background papers:

contact: Gill Fox

Nil

Adrian Stanfield
Interim Chief Executive

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Summary Statistics

	No. of projects	Total spend	% total consultancy projects	% total consultancy spend
Consultancy spending over £100k (Key Decision)	5	£633,206	3%	22%
Consultancy spending between £5k but less than £100k	83	£1,943,917	43%	68%
Consultancy spending of less than £5k	103	£262,505	54%	9%
Total consultancy projects	191			
Total consultancy spend	£2,839,628	£2,839,628		
All	£2,839,628			
Central	£818,647			
DFT	203,498			
Exec	142,765			
IT	52,170			
PHEH	1,213,524			
SSLTS	409,024			

Directorate	Start Date	End Date	Consultant	Total Cost	Reason indicate business need, include details of in-house expertise	Monitoring process	Procurement process e.g. service led? include details of Member involvement or approval	Outcome what did the consultants provide/achieve	Risk Any risk associated with not appointing consultants for this project?
Central	22/01/2021	18/05/2021	BPS Chartered Surveyors	£3,510	Annual asset valuations required to comply with financial reporting standards	Communication / meetings	Service led, quotation sought	Production of annual asset valuations and associated report	Failure to comply with financial reporting standards would mean the Council would not get its accounts signed off by external auditors. The Council does not have a RICS Registered Valuer to undertake the valuations. Several attempts have been made to recruit.

Directorate	Start Date	End Date	Consultant	Total Cost	Reason indicate business need, include details of in-house expertise	Monitoring process	Procurement process e.g. service led? include details of Member involvement or approval	Outcome what did the consultants provide/achieve	Risk Any risk associated with not appointing consultants for this project?
Central	18/01/2023	26/05/2023	Hartnell Taylor Cook	£26,750	Annual asset valuations required to comply with financial reporting standards and insurance valuations	Communication / meetings	Service led, quotations sought	Production of annual asset valuations and associated report and insurance valuations	Failure to comply with financial reporting standards would mean the Council would not get its accounts signed off by external auditors. The Council does not have a RICS Registered Valuer to undertake the valuations. Several attempts have been made to recruit.
Central	01/02/2024	Ongoing	Wilks Head & Eve	£8,500	Annual asset valuations required to comply with financial reporting standards	Communication / meetings	Service led, quotation sought	Production of annual asset valuations and associated report	Failure to comply with financial reporting standards would mean the Council would not get its accounts signed off by external auditors. The Council does not have a RICS Registered Valuer to undertake the valuations. Several attempts have been made to recruit.
Central	31/10/2022	27/02/2023	MEPS Consulting	£4,704	Ventilation design for air handling adaptations in spin studio at Larkfield Leisure Centre	Communication / meetings	Service led, quotation sought	Production of design to enable quotations to be sought from contractors for the work	Failure to adhere to building ventilation regulations leading to potential claims against the Council
Central	07/11/2022	Ongoing	MEPS Consulting	£4,175	Ventilation design for replacement air handling unit serving gym area at Larkfield Leisure Centre	Communication / meetings	Service led, quotation sought	Production of design to enable quotations to be sought from contractors for the work	Failure to adhere to building ventilation regulations leading to potential claims against the Council
Central	17/01/2022	23/09/2022	Versatile Consultants	£4,462	Condition survey and specification for re-roofing Tonbridge Castle Offices	Communication / meetings	Service led, quotation sought	Production of specification to enable quotations to be sought from contractors for the work	No in-house technical roofing expertise which would allow the production of a suitable specification. Risk of work not adhering to Building Regulations

Directorate	Start Date	End Date	Consultant	Total Cost	Reason indicate business need, include details of in-house expertise	Monitoring process	Procurement process e.g. service led? include details of Member involvement or approval	Outcome what did the consultants provide/achieve	Risk Any risk associated with not appointing consultants for this project?
Central	06/04/2023	15/06/2023	Stuart Page Architect	£1,853	Architectural advice on Tonbridge Castle Gatehouse roof remedial repair	Communication / meetings	Service led, quotation sought	Advice from the architect who worked on the roof scheme in the early 2000s provided helpful insight into the design of the roof and led on the engagement with Heritage England for consent	A lack of information would have led to a prolonged closure of the Gatehouse, resulting in increased lost revenue, as well as potentially undertaking work which would not have been consented to by Heritage England
Central	18/04/2023	15/06/2023	The Morton Partnership	£1,865	Structural Engineer advice on Tonbridge Castle Gatehouse roof remedial repair	Communication / meetings	Service led, quotation sought	Advice and design for ensuring the remedial repairs were structurally sound	Risk of the remedial repairs not being structurally sound, leading to a failure of the roof structure and closure of the attraction leading to loss of income
Central	12/12/2023	Ongoing	CWG Advisory	£4,638	Retail specific property advice in relation to negotiations with Sainsbury's	Communication / meetings	Service led, quotation sought	Providing the Council with advice in negotiations with Sainsbury's	No in-house retail specialist knowledge means without external advice the Council risks not achieving best value from its negotiations with Sainsburys and therefore failing to comply with its statutory obligation
Central	15/09/2021	20/01/2022	Hartnell Taylor Cook	£16,000	Valuations and development appraisals in respect of Gibson site as part of negotiations with KCC regarding covenant	Communication / meetings	Service led, quotation sought	Existing use valuations and development appraisals report to progress negotiations with KCC	No in-house expertise to produce valuations and development appraisals. If these had not been produced it would have been difficult to progress negotiations with KCC and to demonstrate best value had been achieved, risking not complying with statutory obligation
Central	07/11/2023	08/12/2023	Hartnell Taylor Cook	£4,500	Updated valuations and development appraisals in respect of Gibson site as part of negotiations with KCC regarding covenant	Communication / meetings	Service led, quotation sought	Updated existing use valuations and development appraisals report to progress	No in-house expertise to produce valuations and development appraisals. If these had not been produced it would have been difficult to progress

Directorate	Start Date	End Date	Consultant	Total Cost	Reason indicate business need, include details of in-house expertise	Monitoring process	Procurement process e.g. service led? include details of Member involvement or approval	Outcome what did the consultants provide/achieve	Risk Any risk associated with not appointing consultants for this project?
								negotiations with KCC	negotiations with KCC and to demonstrate best value had been achieved, risking not complying with statutory obligation
Central	20/01/2023	27/04/2023	Fuller Long Planning and Heritage Consultants	£3,995	Requirement to assess the heritage significance of Gibson West to inform the development appraisal of the building as part of negotiations with KCC regarding covenant	Communication / meetings	Service led, quotations sought	Production of heritage assessment	No in-house expertise to produce heritage assessment, which required specialist heritage and planning knowledge. If this had not been produced the development appraisal would have been based on unrealistic expectations and therefore affected negotiations with KCC
Central	24/11/2022	Ongoing	HMY Architects	£55,500	To provide architectural services in respect of Gibson East refurbishment	Communication / meetings	Service led, quotations sought	Leading the design team, undertaking architectural services, producing designs/drawings , including the role of Principal Designer under Construction and Design Management Regulations	No in-house expertise for architectural services. Risk of not engaging architects would be poor designs being produced leading to increased uncertainty, increased costs and likelihood of plans not complying with planning or building regulations
Central	25/01/2023	Ongoing	CTP Consulting Engineers	£18,000	To provide structural and civil engineering services in respect of Gibson East refurbishment	Communication / meetings	Service led, quotations sought	Undertaking structural and civil design services, including producing designs/drawings	No in-house expertise for these services. Risk of not engaging engineers would be works which were not compliant with building regulations and could potentially be unsafe for building users
Central	09/01/2023	Ongoing	Hawden	£33,859	To provide mechanical, electrical and public health design services in respect of Gibson East refurbishment	Communication / meetings	Service led, quotations sought	Undertaking mechanical, electrical and public health design services,	No in-house expertise for these services. Risk of not engaging engineers would be works which were not compliant with

Directorate	Start Date	End Date	Consultant	Total Cost	Reason indicate business need, include details of in-house expertise	Monitoring process	Procurement process e.g. service led? include details of Member involvement or approval	Outcome what did the consultants provide/achieve	Risk Any risk associated with not appointing consultants for this project?
								including producing designs/drawings	building regulations and could potentially lead to delivery of non-compliant building services, which could be unsafe for building users
Central	19/12/2022	Ongoing	Betteridge & Milsom	£21,900	To provide quantity surveyor services in respect of Gibson East refurbishment	Communication / meetings	Service led, quotations sought	Undertaking quantity surveyor services including producing cost plans, contract documentation and valuations	No in-house expertise for these services. Risk of not engaging QS would lead to a lack of financial control and oversight, resulting in higher costs
Central	18/08/2022	Ongoing	Mitchell & Ogilvie	£5,500	To provide design and management services in respect of a replacement disinfection system at Tonbridge Pool	Communication / meetings	Service led, quotation sought	Producing specification against which quotations were sought for the replacement system, management of the works	No in-house expertise for these services. Risk of not engaging specialists would be to end up with a disinfection system which was not fit for purpose, potentially leading to closure of the pools, resulting in lost revenue, and risking users' health
Central	06/06/2023	05/05/2024	Laser Energy	£16,883	To provide design and project management services for solar PV system at Tonbridge Pool	Communication / meetings	Service led, quotation sought	Producing specification against which quotations were sought for PV system, management of the works	No in-house expertise for PV design services and lack of resources for management services. Risk of not engaging services would be to install a system which was not fit for purpose and would not deliver on the Council's climate change aspirations
Central	22/05/2023	13/08/2023	HMY Architects	£7,750	To provide architectural services in respect of the conversion of former Aylesford public toilets	Communication / meetings	Service led, quotation sought	Producing designs for conversion of building	No in-house expertise for architectural services. Risk of not engaging architects would be poor designs being produced leading to increased uncertainty, increased costs and likelihood of plans not complying with planning or building regulations

Directorate	Start Date	End Date	Consultant	Total Cost	Reason indicate business need, include details of in-house expertise	Monitoring process	Procurement process e.g. service led? include details of Member involvement or approval	Outcome what did the consultants provide/achieve	Risk Any risk associated with not appointing consultants for this project?
Central	20/02/2022	21/06/2022	Mace	£33,590	To provide town centre regeneration advice in respect of Tonbridge town centre asset review	Communication / meetings	Service led, quotation sought via framework. Decision to appoint taken by the Leader of the Council, Cabinet Member for Finance, Innovation & Property, the Cabinet Member for Economic Regeneration and the Chair of the Overview & Scrutiny Committee	Phase 1 report and presentation setting out the Council's aims and objectives for the asset review	No in-house town centre regeneration expertise or resources. Risk of not bringing in specialists would be poor quality of work resulting in a lack of engagement with Members and the review not progressing
Central	30/01/2023	26/02/2024	Mace	£102,591	To provide town centre regeneration advice in respect of Tonbridge town centre asset review, including undertaking housing type study, concept design work, cost reports and final reports and presentations	Communication / meetings	Service led, quotation sought via framework. Decision to appoint taken by Cabinet	Phase 2 reports and presentation, including market viability report, governance and programme report and design reports	No in-house town centre regeneration expertise or resources. Risk of not bringing in specialists would be poor quality of work resulting in a lack of engagement with Members and the review not progressing
Central	20/05/2022	09/11/2022	Laser Energy	£16,747	To provide carbon descent plans for Larkfield Leisure Centre and Tonbridge Pool as part of the Council's Climate Change Strategy	Communication / meetings	Service led, quotation sought via framework	Carbon descent plans produced for both sites which enabled the Council to prioritise projects to reduce the carbon footprint of those buildings	Specialist technical expertise was required by mechanical and electrical engineers to advise on potential schemes for further investigation. If this work has not been undertaken the Council may have invested in projects with little chance of success or which delivered low carbon savings
Central	27/09/2023	04/04/2024	GEP Environmental	£63,347	To provide technical design services for heat pump schemes at Larkfield Leisure Centre and Tonbridge Pool to support external grant fund application	Communication / meetings	Service led, quotation sought via framework	Production of technical design for heat pump schemes as well as cost estimates and support through external grant fund application process	No in-house technical expertise to produce heat pump designs. Risk of not bringing in specialists would result in low chance of being successful with external grant application

Directorate	Start Date	End Date	Consultant	Total Cost	Reason indicate business need, include details of in-house expertise	Monitoring process	Procurement process e.g. service led? include details of Member involvement or approval	Outcome what did the consultants provide/achieve	Risk Any risk associated with not appointing consultants for this project?
Central	22/01/2021	18/05/2021	BPS Chartered Surveyors	£3,510	Annual asset valuations required to comply with financial reporting standards	Communication / meetings	Service led, quotation sought	Production of annual asset valuations and associated report	Failure to comply with financial reporting standards would mean the Council would not get its accounts signed off by external auditors. The Council does not have a RICS Registered Valuer to undertake the valuations. Several attempts have been made to recruit.
Central	18/01/2023	26/05/2023	Hartnell Taylor Cook	£26,750	Annual asset valuations required to comply with financial reporting standards and insurance valuations	Communication / meetings	Service led, quotations sought	Production of annual asset valuations and associated report and insurance valuations	Failure to comply with financial reporting standards would mean the Council would not get its accounts signed off by external auditors. The Council does not have a RICS Registered Valuer to undertake the valuations. Several attempts have been made to recruit.
Central	02/01/2024	Ongoing	Wilks Head & Eve	£8,500	Annual asset valuations required to comply with financial reporting standards	Communication / meetings	Service led, quotation sought	Production of annual asset valuations and associated report	Failure to comply with financial reporting standards would mean the Council would not get its accounts signed off by external auditors. The Council does not have a RICS Registered Valuer to undertake the valuations. Several attempts have been made to recruit.
Central	31/10/2022	27/02/2023	MEPS Consulting	£4,704	Ventilation design for air handling adaptations in spin studio at Larkfield Leisure Centre	Communication / meetings	Service led, quotation sought	Production of design to enable quotations to be sought from contractors for the work	Failure to adhere to building ventilation regulations leading to potential claims against the Council
Central	11/07/2022	Ongoing	MEPS Consulting	£4,175	Ventilation design for replacement air handling	Communication / meetings	Service led, quotation sought	Production of design to enable quotations to be	Failure to adhere to building ventilation regulations leading to

Directorate	Start Date	End Date	Consultant	Total Cost	Reason indicate business need, include details of in-house expertise	Monitoring process	Procurement process e.g. service led? include details of Member involvement or approval	Outcome what did the consultants provide/achieve	Risk Any risk associated with not appointing consultants for this project?
					unit serving gym area at Larkfield Leisure Centre			sought from contractors for the work	potential claims against the Council
Central	17/01/2022	23/09/2022	Versatile Consultants	£4,462	Condition survey and specification for re-roofing Tonbridge Castle Offices	Communication / meetings	Service led, quotation sought	Production of specification to enable quotations to be sought from contractors for the work	No in-house technical roofing expertise which would allow the production of a suitable specification. Risk of work not adhering to Building Regulations
Central	04/06/2023	15/06/2023	Stuart Page Architect	£1,853	Architectural advice on Tonbridge Castle Gatehouse roof remedial repair	Communication / meetings	Service led, quotation sought	Advice from the architect who worked on the roof scheme in the early 2000s provided helpful insight into the design of the roof and led on the engagement with Heritage England for consent	A lack of information would have led to a prolonged closure of the Gatehouse, resulting in increased lost revenue, as well as potentially undertaking work which would not have been consented to by Heritage England
Central	18/04/2023	15/06/2023	The Morton Partnership	£1,865	Structural Engineer advice on Tonbridge Castle Gatehouse roof remedial repair	Communication / meetings	Service led, quotation sought	Advice and design for ensuring the remedial repairs were structurally sound	Risk of the remedial repairs not being structurally sound, leading to a failure of the roof structure and closure of the attraction leading to loss of income
Central	12/12/2023	Ongoing	CWG Advisory	£4,638	Retail specific property advice in relation to negotiations with Sainsbury's	Communication / meetings	Service led, quotation sought	Providing the Council with advice in negotiations with Sainsbury's	No in-house retail specialist knowledge means without external advice the Council risks not achieving best value from its negotiations with Sainsburys and therefore failing to comply with its statutory obligation
Central	15/09/2021	20/01/2022	Hartnell Taylor Cook	£16,000	Valuations and development appraisals in respect of Gibson site as part of negotiations with KCC regarding covenant	Communication / meetings	Service led, quotation sought	Existing use valuations and development appraisals report to progress negotiations with KCC	No in-house expertise to produce valuations and development appraisals. If these had not been produced it would have been difficult to progress negotiations with KCC

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									and to demonstrate best value had been achieved, risking not complying with statutory obligation
Central	11/07/2023	12/08/2023	Hartnell Taylor Cook	£4,500	Updated valuations and development appraisals in respect of Gibson site as part of negotiations with KCC regarding covenant	Communication / meetings	Service led, quotation sought	Updated existing use valuations and development appraisals report to progress negotiations with KCC	No in-house expertise to produce valuations and development appraisals. If these had not been produced it would have been difficult to progress negotiations with KCC and to demonstrate best value had been achieved, risking not complying with statutory obligation
Central	20/01/2023	27/04/2023	Fuller Long Planning and Heritage Consultants	£3,995	Requirement to assess the heritage significance of Gibson West to inform the development appraisal of the building as part of negotiations with KCC regarding covenant	Communication / meetings	Service led, quotations sought	Production of heritage assessment	No in-house expertise to produce heritage assessment, which required specialist heritage and planning knowledge. If this had not been produced the development appraisal would have been based on unrealistic expectations and therefore affected negotiations with KCC
Central	24/11/2022	Ongoing	HMY Architects	£55,500	To provide architectural services in respect of Gibson East refurbishment	Communication / meetings	Service led, quotations sought	Leading the design team, undertaking architectural services, producing designs/drawings , including the role of Principal Designer under Construction and Design Management Regulations	No in-house expertise for architectural services. Risk of not engaging architects would be poor designs being produced leading to increased uncertainty, increased costs and likelihood of plans not complying with planning or building regulations
Central	25/01/2023	Ongoing	CTP Consulting Engineers	£18,000	To provide structural and civil engineering services	Communication / meetings	Service led, quotations sought	Undertaking structural and civil design	No in-house expertise for these services. Risk of not engaging engineers

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					in respect of Gibson East refurbishment			services, including producing designs/drawings	would be works which were not compliant with building regulations and could potentially be unsafe for building users
Central	01/09/2023	Ongoing	Hawden	£33,859	To provide mechanical, electrical and public health design services in respect of Gibson East refurbishment	Communication / meetings	Service led, quotations sought	Undertaking mechanical, electrical and public health design services, including producing designs/drawings	No in-house expertise for these services. Risk of not engaging engineers would be works which were not compliant with building regulations and could potentially lead to delivery of non-compliant building services, which could be unsafe for building users
Central	19/12/2022	Ongoing	Betteridge & Milsom	£21,900	To provide quantity surveyor services in respect of Gibson East refurbishment	Communication / meetings	Service led, quotations sought	Undertaking quantity surveyor services including producing cost plans, contract documentation and valuations	No in-house expertise for these services. Risk of not engaging QS would lead to a lack of financial control and oversight, resulting in higher costs
Central	18/08/2022	Ongoing	Mitchell & Ogilvie	£5,500	To provide design and management services in respect of a replacement disinfection system at Tonbridge Pool	Communication / meetings	Service led, quotation sought	Producing specification against which quotations were sought for the replacement system, management of the works	No in-house expertise for these services. Risk of not engaging specialists would be to end up with a disinfection system which was not fit for purpose, potentially leading to closure of the pools, resulting in lost revenue, and risking users health
Central	06/06/2023	05/05/2024	Laser Energy	£16,883	To provide design and project management services for solar PV system at Tonbridge Pool	Communication / meetings	Service led, quotation sought	Producing specification against which quotations were sought for PV system, management of the works	No in-house expertise for PV design services and lack of resources for management services. Risk of not engaging services would be to install a system which was not fit for purpose and would not deliver on the Council's climate change aspirations

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Central	22/05/2023	13/08/2023	HMY Architects	£7,750	To provide architectural services in respect of the conversion of former Aylesford public toilets	Communication / meetings	Service led, quotation sought	Producing designs for conversion of building	No in-house expertise for architectural services. Risk of not engaging architects would be poor designs being produced leading to increased uncertainty, increased costs and likelihood of plans not complying with planning or building regulations
Central	20/02/2022	21/06/2022	Mace	£33,590	To provide town centre regeneration advice in respect of Tonbridge town centre asset review	Communication / meetings	Service led, quotation sought via framework. Decision to appoint taken by the Leader of the Council, Cabinet Member for Finance, Innovation & Property, the Cabinet Member for Economic Regeneration and the Chair of the Overview & Scrutiny Committee	Phase 1 report and presentation setting out the Council's aims and objectives for the asset review	No in-house town centre regeneration expertise or resources. Risk of not bringing in specialists would be poor quality of work resulting in a lack of engagement with Members and the review not progressing
Central	20/05/2022	11/09/2022	Laser Energy	£16,747	To provide carbon descent plans for Larkfield Leisure Centre and Tonbridge Pool as part of the Council's Climate Change Strategy	Communication / meetings	Service led, quotation sought via framework	Carbon descent plans produced for both sites which enabled the Council to prioritise projects to reduce the carbon footprint of those buildings	Specialist technical expertise was required by mechanical and electrical engineers to advise on potential schemes for further investigation. If this work has not been undertaken the Council may have invested in projects with little chance of success or which delivered low carbon savings
Central	27/09/2023	04/04/2024	GEP Environmental	£63,347	To provide technical design services for heat pump schemes at Larkfield Leisure Centre and Tonbridge Pool to support external grant fund application	Communication / meetings	Service led, quotation sought via framework	Production of technical design for heat pump schemes as well as cost estimates and support through external grant fund	No in-house technical expertise to produce heat pump designs. Risk of not bringing in specialists would result in low chance of being successful with external grant application

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								application process	
Central	30/01/2023	26/02/2024	Mace	£102,591	To provide town centre regeneration advice in respect of Tonbridge town centre asset review, including undertaking housing type study, concept design work, cost reports and final reports and presentations	Communication / meetings	Service led, quotation sought via framework. Decision to appoint taken by Cabinet	Phase 2 reports and presentation, including market viability report, governance and programme report and design reports	No in-house town centre regeneration expertise or resources. Risk of not bringing in specialists would be poor quality of work resulting in a lack of engagement with Members and the review not progressing
DFT	2022		AON	4,000.00	Insurance Tender preparation and assessment	Communication / Meeting	Service Led, prior use, member approved FIPAB 12/1/2022	Successful tender of Insurance Policies achieving £50,000 saving on previous premium paid.	Workload pressures on current staff and knowledge base requirement.
DFT	2022		Focus on Banking	4,500.00	Banking and Card Acquirer review	Communication / Meeting	Service Led, prior use, member approved FIPAB 12/1/2022	Successful renegotiation of Banking and Card Fees saving around £4,000 per annum	Workload pressures on current staff and knowledge base requirement.
DFT	2021	2022	PSTAX	3,540.00	Advice service on VAT, Stamp Duty and Land Tax and PAYE	Communication / Meeting	Service Led, prior use	Use of consultant on complicated issues covering VAT and PAYE to avoid potential penalties from HMRC. These are around £10,000 per incident.	Knowledge bases on these matters would require additional full-time staff.
DFT	2022	2023	PSTAX	3,540.00	Advice service on VAT, Stamp Duty and Land Tax and PAYE	Communication / Meeting	Service Led, prior use	Use of consultant on complicated issues covering VAT and PAYE to avoid potential penalties from HMRC. These are around £10,000 per incident.	Knowledge bases on these matters would require additional full-time staff.
DFT	2023	2024	PSTAX	4,020.00	Advice service on VAT, Stamp Duty and Land Tax and PAYE	Communication / Meeting	Service Led, prior use	Use of consultant on complicated issues covering VAT and PAYE to avoid potential penalties	Knowledge bases on these matters would require additional full-time staff.

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								from HMRC. These are around £10,000 per incident.	
DFT	2024	2025	PSTAX	4,020.00	Advice service on VAT, Stamp Duty and Land Tax and PAYE	Communication / Meeting	Service Led, prior use	Use of consultant on complicated issues covering VAT and PAYE to avoid potential penalties from HMRC. These are around £10,000 per incident.	Knowledge bases on these matters would require additional full-time staff.
DFT	2020	2021	Link Treasury Group	10,164.00	Treasury Advice Service	Communication / Meeting	Service Led, prior use	Use of Consultant on Treasury Advice in order to maintain safe investment return.	Knowledge bases on these matters would require additional full-time staff.
DFT	2021	2022	Link Treasury Group	10,164.00	Treasury Advice Service	Communication / Meeting	Service Led, prior use	Use of Consultant on Treasury Advice in order to maintain safe investment return.	Knowledge bases on these matters would require additional full-time staff.
DFT	2022	2023	Link Treasury Group	10,764.00	Treasury Advice Service	Communication / Meeting	Service Led, prior use	Use of Consultant on Treasury Advice in order to maintain safe investment return.	Knowledge bases on these matters would require additional full-time staff.
DFT	2023	2024	Link Treasury Group	11,531.00	Treasury Advice Service	Communication / Meeting	Service Led, prior use	Use of Consultant on Treasury Advice in order to maintain safe investment return.	Knowledge bases on these matters would require additional full-time staff.
DFT	2023		Link Treasury Group	1,800.00	Member Training on Treasury Management	Communication / Meeting	Service Led, prior use	Member Training	Knowledge bases on these matters would require additional full-time staff.
DFT	2021		Link Treasury Group	10,200.00	Multi Asset Income Fund Selection Process	Communication / Meeting	Service Led, prior use	Consultant used to vet Multi Asset fund providers	Knowledge bases on these matters would require additional full-time staff.
DFT	2023		CIPFA FAN	940.42	Member Training on Financial Statements	Communication / Meeting	Service Led, prior use	Member Training	Knowledge bases on these matters would require additional full-time staff.
DFT	2023		KPMG	75,000.00	Leisure VAT Reclaim	Communication / Meeting	Consultant approached us	Use of expertise to submit claim to reclaim overpaid VAT. Resulting in	Knowledge bases on these matters would require additional full-time staff.

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								£2m reclaim from HMRC in 2023/24.	
DFT	06/11/2020		Airey Consultancy Services Ltd	750.6	Consultancy Support Discretionary COVID Business Grants	Communication	Service Led	Successful payment of Grants	Workload pressures on current staff and knowledge base requirement.
DFT	22/10/2020		Airey Consultancy Services Ltd	600	Covid Local Restrictions Support Payment Scheme	Communication	Service Led	Successful payment of Grants	Workload pressures on current staff and knowledge base requirement.
DFT	22/10/2020		Airey Consultancy Services Ltd	840	COVID Test & Trace discretionary & standard scheme	Communication	Service Led	Successful payment of Grants	Workload pressures on current staff and knowledge base requirement.
DFT	01/05/2021		Airey Consultancy Services Ltd	840	COVID LRSPS (Open & Sector)	Communication	Service Led	Successful payment of Grants	Workload pressures on current staff and knowledge base requirement.
DFT	02/02/2021		Airey Consultancy Services Ltd	1,680.00	COVID Consultancy for LRSG schemes	Communication	Service Led	Successful payment of Grants	Workload pressures on current staff and knowledge base requirement.
DFT	29/04/2021		Airey Consultancy Services Ltd	960	COVID Restart Grants & NDR Disc Rate Relief	Communication	Service Led	Successful payment of Grants	Workload pressures on current staff and knowledge base requirement.
DFT	21/07/2021		Airey Consultancy Services Ltd	960	COVID Local Restrctns ARG Restart Dis Grants	Communication	Service Led	Successful payment of Grants	Workload pressures on current staff and knowledge base requirement.
DFT	28/09/2021		Airey Consultancy Services Ltd	360	COVID consultancy for ARG Restart grants	Communication	Service Led	Successful payment of Grants	Workload pressures on current staff and knowledge base requirement.
DFT	02/08/2022		Airey Consultancy Services Ltd	834	Full Ctax S13A 1A Ctax reduction scheme	Communication	Service Led	Successful implementation of scheme	Workload pressures on current staff and knowledge base requirement.
DFT	21/04/2022		Airey Consultancy Services Ltd	2,160.00	Consultancy Support TR & Ctax rebate	Communication	Service Led	Successful implementation of scheme	Workload pressures on current staff and knowledge base requirement.
DFT	16/05/2022		Airey Consultancy Services Ltd	1,440.00	Consultancy Support Ctax Rebate schemes	Communication	Service Led	Successful implementation of scheme	Workload pressures on current staff and knowledge base requirement.
DFT	08/09/2022		Airey Consultancy Services Ltd	1,920.00	covid Consultancy CARF, OMICRON & ARG	Communication	Service Led	Successful implementation of scheme	Workload pressures on current staff and knowledge base requirement.
DFT	08/09/2022		Airey Consultancy Services Ltd	834	Consultancy CTRS 2023/24	Communication	Service Led	Successful implementation of scheme	Workload pressures on current staff and knowledge base requirement.
DFT	21/02/2023		Airey Consultancy Services Ltd	1,080.00	Consultancy support NDR SSB & RHL policy	Communication	Service Led	Successful implementation of scheme	Workload pressures on current staff and knowledge base requirement.

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DFT	14/03/2023		Airey Consultancy Services Ltd	1,080.00	Provision of Consultancy supporting EBSS & AFP	Communication	Service Led	Successful payment of Grants	Workload pressures on current staff and knowledge base requirement.
DFT	25/07/2023		Airey Consultancy Services Ltd	540	Consultancy CTS Fund policy	Communication	Service Led	Successful implementation of scheme	Workload pressures on current staff and knowledge base requirement.
DFT	10/05/2023		Airey Consultancy Services Ltd	834	Full Ctax S13A 1A CTR Scheme 2024/25	Communication	Service Led	Successful implementation of scheme	Workload pressures on current staff and knowledge base requirement.
DFT	23/01/2024		Airey Consultancy Services Ltd	660	Council Tax Premiums Policy & Notice	Communication	Service Led	Successful implementation of scheme	Workload pressures on current staff and knowledge base requirement.
DFT	11/10/2020		LG Futures Ltd	3582	NNDR pooling advice for withdrawal from Pool	Communication / Meeting	Service Led	Withdrawal from Kent Pool following losses	Independent review of continued involvement in pool whilst suffering losses.
DFT	26/02/2021		LG Futures Ltd	3834	Funding Briefings & Med Term Rev Res Forecasting	Communication / Meeting	Service Led	Legislation and Funding Advice	
DFT	03/03/2022		LG Futures Ltd	4188	Funding Briefings & Med Term Rev Res Forecasting	Communication / Meeting	Service Led	Legislation and Funding Advice	
DFT	04/05/2023		LG Futures Ltd	4848	Funding Briefings & Med Term Rev Res Forecasting	Communication / Meeting	Service Led	Legislation and Funding Advice	
DFT	02/06/2024		LG Futures Ltd	2394	collection fund suite (Part Year)	Communication / Meeting	Service Led	Review of NNDR forecasting	Advice lead to increase provision release from Appeals
DFT	20/02/2024		LG Futures Ltd	12096	Funding Briefings & Med Term Rev Res Forecasting Including Collection Fund review	Communication / Meeting	Service Led	Legislation and Funding Advice	
Exec	11/02/2021	31/03/2022	Partnering Regeneration Development Ltd	£24,362.50	Funded by external grant (Welcome Back Fund), an analysis of our town centres and their performance as they came out of covid restrictions. Used to inform our UKSPF Investment Plan which has unlocked £1m for economic projects.	In Service	Service led in accordance with financial regulations	Data and analysis of our main town centres - Tonbridge, West Malling, Borough Green and Snodland, along with project suggestions that could be used in the UKSPF Investment Plan.	If done in house, this wouldn't have been an independent assessment, and it wouldn't have been as in-depth as the Economic Regeneration Manager would have tried to fit it in between existing workloads. Funded through the Welcome Back Fund, so no additional cost to the council.

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Exec	01/12/2023	ongoing	Let's Do Business Group	£7,000	Funded by external grant (UKSPF and BRRP), they provide support to businesses looking to apply to the Shopfront Grant Scheme, to ensure the applications are of a good quality.	In service - regular update meetings.	Service led in accordance with financial regulations	Better quality applications that have saved us time by not having to chase applicants for missing or incorrect information. Also helped to maintain an independence between ourselves (who were running the programme and making recommendations on applications) and the help available with applications. We have approved 39 applications over the past two rounds, and have received a low number of poor applications (often those that didn't use the support available)	It would have led to more time being spent by the council in dealing with and assessing poor quality applications, which would have taken us away from other priorities.
Exec	27/3/2023	ongoing	Smarter Society Ltd	£54,000	In partnership with SDC and TWBC, UKSPF funded business support programme which runs networking sessions, business conferences (including West Kent Expo) and seminars, 1-2-1 business mentoring and a micro-grants scheme for start-up businesses. As set out in the UKSPF Investment Plan this project was needed post-covid as many businesses were struggling to get back on their feet, whilst at the same time a lot of business support was disappearing.	SDC are the Accountable Body. We have regular update meetings (bi-weekly or monthly depending on activity)	Led by SDC	Over 600 business have so far engaged with the service, with nearly 60 accessing mentoring support and 30 accessing micro-grants. The West Kent Expo took place in March 2024 and had a lot of positive feedback.	We wouldn't have had the skills/business knowledge in-house to run this service ourselves - it required a business support organisation to run it

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Exec	04/01/2021	06/10/2021	Laser Energy	£3,000	To establish TMBC emissions baseline and initial high level action plan following carbon neutral aspiration, prior to the Council having a Climate Change Officer in-house.	Communication / meetings/ presentation to Members	Member agreement to work with KCC (who also contributed £3000) to utilise expertise from Laser to establish baseline emissions.	Baseline emissions report produced covering Council's own estate/buildings, vehicles and business travel.	When the carbon neutral aspiration was adopted, we did not have the expertise in house to complete carbon audit work. The Climate Change Strategy had been adopted and we needed to progress this work to help with target setting to 2030. Without the expertise from Laser, the Council would not have set an emissions baseline.
Exec	02/11/2021	31/03/2022	Partnering Regeneration Development Ltd	£24,362.50	Funded by external grant (Welcome Back Fund), an analysis of our town centres and their performance as they came out of covid restrictions. Used to inform our UKSPF Investment Plan which has unlocked £1m for economic projects.	In Service	Service led in accordance with financial regulations	Data and analysis of our main town centres - Tonbridge, West Malling, Borough Green and Snodland, along with project suggestions that could be used in the UKSPF Investment Plan.	If done in house, this wouldn't have been an independent assessment, and it wouldn't have been as in-depth as the Economic Regeneration Manager would have tried to fit it in between existing workloads. Funded through the Welcome Back Fund, so no additional cost to the council.
Exec	12/01/2023	ongoing	Let's Do Business Group	£7,000	Funded by external grant (UKSPF and BRRP), they provide support to businesses looking to apply to the Shopfront Grant Scheme, to ensure the applications are of a good quality.	In service - regular update meetings.	Service led in accordance with financial regulations	Better quality applications that have saved us time by not having to chase applicants for missing or incorrect information. Also helped to maintain an independence between ourselves (who were running the programme and making recommendations on applications) and the help available with applications. We have approved 39 applications over the past two rounds, and have received a low number of poor	It would have led to more time being spent by the council in dealing with and assessing poor quality applications, which would have taken us away from other priorities.

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								applications (often those that didn't use the support available)	
Exec	21/03/2024		Gatenby Sanderson	£23,040.00	Recruitment consultants - Chief Executive	Cabinet	Cabinet led process	Robust, transparent and impartial recruitment process.	It is important for the Council to follow standard practice when recruiting at this level. Without external consultants, there is a risk of not being able to deliver a rigorous unbiased interview process.
IT	22-Mar	22-Mar	ANSecurity	£1,620.00	Required to attain compliance to ensure cyber resilience	Meeting / communication / Accreditation success	Service Led	Successful completion of Cyber Essentials accreditation for the Council	No internal knowledge of the Cyber Essentials accreditation process which would require a specialised member of staff full time.
IT	23-Apr	23-Apr	Phoenix Software Ltd	£3,600.00	Cloud environment Health Check and Review to ensure that security best practice is place and to enabl	Meeting / Communication / Report	Service Led, prior use	Assessment of the hosted cloud environment to ensure it is secure and provide recommendations to enhance the security	Without the external assessment there may have been unforeseen cyber security issues that would not have been addressed resulting in a potential attack
IT	22-May	22-May	Phoenix Software Ltd	£2,400.00	Training for IT Staff to get knowledge on Power Apps to enable use of technology to streamline processes	Meeting / Communication	Service Led, prior use	Provided knowledge and training to IT staff to assist with digitisation of workloads.	Without the training and knowledge transfer reliance on external companies to create streamline apps would be a great expense to the Council.
IT	22-Mar	22-Mar	Phoenix Software Ltd	£6,960.00	New solution required for remote working and access to internal Council systems. Consultancy required due to new technology being adopted.	Meeting / Communication	Service Led, prior use	Creation of environment and knowledge transfer to IT staff to enable internal development, configuration and	No internal knowledge of the system could have led to misconfiguration and exposure of critical Council systems potentially leading to a cyber incident.

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								support of the new system.	
IT	21-Nov	21-Nov	Phoenix Software Ltd	£2,280.00	8 VM migrations	Meeting / Communication	Service Led, prior use	Successful migration of critical systems without unplanned outages.	Limited internal knowledge causing additional downtime critical frontline services being migrated from Gibson building to the new Cloud environment leading to a reduction in residents' access to critical systems
IT	21-Oct	21-Oct	Phoenix Software Ltd	£5,700.00	Exchange 2016 Upgrade	Meeting / Communication	Service Led, prior use	Successful migration to a new supported corporate email system with no loss of data or unplanned outages	No internal knowledge of the system could have led to misconfiguration and exposure of critical Council systems potentially leading to a cyber incident.
IT	21-Aug	21-Aug	Phoenix Software Ltd	£900.00	Northgate Azure Migration	Meeting / Communication	Service Led, prior use	Successful migration of critical systems without unplanned outages.	Limited internal knowledge causing additional downtime critical frontline services being migrated from Gibson building to the new Cloud environment leading to a reduction in residents' access to critical systems
IT	21-Jul	21-Jul	Phoenix Software Ltd	£1,140.00	Exchange discovery workshop	Meeting / Communication	Service Led, prior use	In-depth knowledge resulting in a plan for migration to a new supported corporate email system.	No internal knowledge of the system could have led to misconfiguration and exposure of critical Council systems potentially leading to a cyber incident.
IT	21-May	21-May	Phoenix Software Ltd	£1,140.00	Windows 2003 decommission	Meeting / Communication	Service Led, prior use	In-depth knowledge of the risks and remediation steps in removing a vulnerable critical server and enabling a migration with no outages to the Councils core systems	No internal knowledge of the system could have led to misconfiguration and exposure of critical Council systems potentially leading to a cyber incident.
IT	21-Mar	21-Mar	Phoenix Software Ltd	£6,840.00	Landing Zone for Azure	Meeting / Communication	Service Led, prior use	Knowledge to enable the creation of a secure Landing zone for the start of the	No internal knowledge of the system could have led to misconfiguration and exposure of critical Council

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								Council's migration to the cloud.	systems potentially leading to a cyber incident.
IT	20-Oct	20-Oct	Phoenix Software Ltd	£4,560.00	Azure environment	Meeting / Communication	Service Led, prior use	Knowledge to enable the creation of a Azure environment to enable Cloud server services.	No internal knowledge of the system could have led to misconfiguration and exposure of critical Council systems potentially leading to a cyber incident.
IT	24-May	In progress	KHIPU Networks	£2,640.00	3rd Party remote access solution	Meeting / Communication	Service Led, prior use	Knowledge and expertise to create a secure environment for contractors to access the Council's IT environment.	No internal knowledge of the system could have led to misconfiguration and exposure of critical Council systems potentially leading to a cyber incident.
IT	22-Jun	22-Jun	KHIPU Networks	£5,250.00	Migration of Brandford to NAC	Meeting / Communication	Service Led, prior use	Knowledge of the new system to enable knowledge transfer and successful migration without disruption to Council services.	No internal knowledge of the system could have led to misconfiguration and exposure of critical Council systems potentially leading to a cyber incident.
IT	21-Dec	21-Dec	KHIPU Networks	£1,920.00	Palo Alto GP cloud migration	Meeting / Communication	Service Led, prior use	Knowledge of the new system to enable knowledge transfer and successful migration without disruption to Council services.	No internal knowledge of the system could have led to misconfiguration and exposure of critical Council systems potentially leading to a cyber incident.
IT	21-Jan	21-Jan	KHIPU Networks	£3,300.00	Cyber Awareness training	Meeting / Communication	Service Led, prior use	Cyber Awareness training for staff	Not upskilling staff in Cyber awareness training could lead to cyber incidents due to lack of knowledge
IT	21-Jan	21-Jan	KHIPU Networks	£1,920.00	Palo Alto Firewall Azure	Meeting / Communication	Service Led, prior use	Knowledge of the new system to enable knowledge transfer and successful migration without disruption to Council services.	No internal knowledge of the system could have led to misconfiguration and exposure of critical Council systems potentially leading to a cyber incident.
PHEH	02/05/2023	Ongoing	Capax Solutions Limited	£101,047.47	Project Management for Agile implementation	In service	Direct award through Service	Structure and delivery mechanisms	Project not delivered and lack of structure around programming and solutions

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PHEH	04/01/2020	31/3/21	Ecologia	£1,152	To support contaminated land monitoring on Council's own land	Regular reports	Service led. Members aware through reports into relevant Board.	Expert advice and support allowed us to manage contaminated land issue satisfactorily.	We did not have the expertise/resource in house to deal with this issue for which we have a statutory responsibility.
PHEH	04/01/2022	31/3/23	Killgerm	£648	To provide expert knowledge regarding nuisance cases(fly issue)	Meetings/final report	Service led. Key Members aware through updates.	Expert advice and support allowed us to continue to investigate the complaints being received.	We did not have the expertise/resource in house to deal with this issue for which we have a statutory responsibility.
PHEH	04/01/2022	31/3/24	Ricardo	£6,690	To support delivery of a DEFRA grant schools project including collation of air quality results, equipment calibration and inclusion of results on Kent Air Quality website.	meetings/reports/website	Service led. Members aware through reports into relevant Boards/Committees and key Member updates.	Allowed us to progress the schools project and provide air quality results alongside all our air quality monitoring on the website so available to all.	We did not have the expertise/resource in house to deal with this issue for which we have a statutory responsibility. The funding for this was through a successful bid.
PHEH	04/01/2021	31/3/24	Ricardo	£17,452	Payment to Tunbridge Wells BC (over three year period) who led on air quality contract with Ricardo. Provides air quality monitoring, support and website on Kent-wide contract.	Regular meetings/reports/website	Led by Tunbridge Wells BC	Ongoing air quality monitoring, support and provision of a public facing website for outcomes across Kent.	We did not have the expertise/resource in house to deal with this issue for which we have a statutory responsibility.
PHEH	04/01/2020	31/3/2021	AQDM	£1,959	Payment to Swale BC who led on air quality contract with AQDM. Provides air quality monitoring, support and website on Kent-wide contract.	Regular meetings/reports/website	Led by Swale BC	Ongoing air quality monitoring, support and provision of a public facing website for outcomes across Kent.	We did not have the expertise/resource in house to deal with this issue for which we have a statutory responsibility.
PHEH	04/01/2020	31/3/2024	Housing Reviews Centre	£645	To support with housing homelessness/register decision reviews.	Review letters	Service led.	Reviews of TMBC decisions and associated case letters.	Reviews are a statutory requirement and need to be independent of original decision thus expertise/resource within team means use of external consultants is a necessity to meet legal requirements.
PHEH	04/01/2020	31/3/2024	Independent Reviews Ltd	£12,635	To support with housing homelessness/register decision reviews.	Review letters	Service led.	Reviews of TMBC decisions and associated case letters.	Reviews are a statutory requirement and need to be independent of original decision thus expertise/resource within

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									team means use of external consultants is a necessity to meet legal requirements.
PHEH	06/07/2023	26/03/2024	Adonis Blue	£16,100	To provide technical ecological expertise in the production of a Green Infrastructure Strategy	Communication / meetings	Service led, quotations sought from three providers	Production of a Green Infrastructure Strategy	No in-house ecological expertise. Risk of not bringing in specialists would be poor quality of work resulting in non-compliance with National Planning Policy Framework requirements for Local Plan evidence.
PHEH	02/03/2022	on-going	Landuse Consultants	£51,348.41	To provide technical Sustainability Appraisal expertise in the preparation of the Local Plan	Communication / meetings	Service led, quotations sought from three providers	Production of the Interim Sustainability Appraisal at Regulation 18 and Regulation 18B of the Local Plan	Limited in-house expertise. Independent production of the Sustainability Appraisal for the Local Plan ensure impartiality can be demonstrated during the Local Plan Examination process.
PHEH	30/03/2023	on-going	AECOM	£58,755	To provide technical Air Quality modelling and reporting, Habitats Regulations Assessment, and combined impact assessment (including Equalities Impact Assessment) for the Local Plan, ensuring the legal compliance tests are met.	Communication / meetings	Service led, quotations sought from three providers	Production of a Habitats Regulations Assessment Scoping Report. They will also produce an Air Quality Assessment Report, Habitats Regulations Assessment and an Impact Assessment Report to accompany the Regulation 19 Local Plan.	Air quality monitoring and reporting, Habitats Regulations Assessment and combined impact assessment commissioned. These will be undertaken between Regulation 18b and Regulation 19 to inform the Submission Local Plan.
PHEH	01/04/2020	31/3/21	Ecologia	£1,152	To support contaminated land monitoring on Council's own land	Regular reports	Service led. Members aware through reports into relevant Board.	Expert advice and support allowed us to manage contaminated land issue satisfactorily.	We did not have the expertise/resource in house to deal with this issue for which we have a statutory responsibility.
PHEH	01/04/2022	31/3/23	Killgerm	£648	To provide expert knowledge regarding nuisance cases (fly issue)	Meetings/final report	Service led. Key Members aware through updates.	Expert advice and support allowed us to continue to investigate the complaints being received.	We did not have the expertise/resource in house to deal with this issue for which we have a statutory responsibility.

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PHEH	01/04/2022	31/3/24	Ricardo	£6,690	To support delivery of a DEFRA grant schools project including collation of air quality results, equipment calibration and inclusion of results on Kent Air Quality website.	Meetings/reports/website	Service led. Members aware through reports into relevant Boards/Committees and key Member updates.	Allowed us to progress the schools project and provide air quality results alongside all our air quality monitoring on the website so available to all.	We did not have the expertise/resource in house to deal with this issue for which we have a statutory responsibility. The funding for this was through a successful bid.
PHEH	01/04/2021	31/3/24	Ricardo	£17,452	Payment to Tunbridge Wells BC (over three-year period) who led on air quality contract with Ricardo. Provides air quality monitoring, support and website on Kent-wide contract.	Regular meetings/reports/website	Led by Tunbridge Wells BC	Ongoing air quality monitoring, support and provision of a public facing website for outcomes across Kent.	We did not have the expertise/resource in house to deal with this issue for which we have a statutory responsibility.
PHEH	01/04/2020	31/3/2021	AQDM	£1,959	Payment to Swale BC who led on air quality contract with AQDM. Provides air quality monitoring, support and website on Kent-wide contract.	Regular meetings/reports/website	Led by Swale BC	Ongoing air quality monitoring, support and provision of a public facing website for outcomes across Kent.	We did not have the expertise/resource in house to deal with this issue for which we have a statutory responsibility.
PHEH	01/04/2020	31/3/2024	Housing Reviews Centre	£645	To support with housing homelessness/register decision reviews.	Review letters	Service led.	Reviews of TMBC decisions and associated case letters.	Reviews are a statutory requirement and need to be independent of original decision thus expertise/resource within team means use of external consultants is a necessity to meet legal requirements.
PHEH	01/04/2020	31/3/2024	Independent Reviews Ltd	£12,635	To support with housing homelessness/register decision reviews.	Review letters	Service led.	Reviews of TMBC decisions and associated case letters.	Reviews are a statutory requirement and need to be independent of original decision thus expertise/resource within team means use of external consultants is a necessity to meet legal requirements.
PHEH	09/09/2021	12/09/2021	JBA	£20,282	To provide technical Sustainability Appraisal expertise in the preparation of the Scoping Report for the Local Plan.	Communication / meetings	Service led, quotations sought from three providers	Production of the Sustainability Appraisal Scoping Report	Limited in-house expertise. Independent production of the Sustainability Appraisal for the Local Plan ensure impartiality can be demonstrated during the Local Plan Examination process.

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PHEH	07/06/2023	26/03/2024	Adonis Blue	£16,100	To provide technical ecological expertise in the production of a Green Infrastructure Strategy	Communication / meetings	Service led, quotations sought from three providers	Production of a Green Infrastructure Strategy	No in-house ecological expertise. Risk of not bringing in specialists would be poor quality of work resulting in non-compliance with National Planning Policy Framework requirements for Local Plan evidence.
PHEH	03/02/2022	Ongoing	Landuse Consultants	£51,348	To provide technical Sustainability Appraisal expertise in the preparation of the Interim Sustainability Appraisal and Environmental Report for the Local Plan	Communication / meetings	Service led, quotations sought from three providers. Waiver agreed for fee extension	Production of the Interim Sustainability Appraisal at Regulation 18 and Regulation 18B of the Local Plan	Limited in-house expertise. Independent production of the Sustainability Appraisal for the Local Plan ensure impartiality can be demonstrated during the Local Plan Examination process.
PHEH	30/03/2023	Ongoing	AECOM	£58,755	To provide technical Air Quality modelling and reporting, Habitats Regulations Assessment, and combined impact assessment (including Equalities Impact Assessment) for the Local Plan, ensuring the legal compliance tests are met.	Communication / meetings	Service led; quotations sought from three providers. Waiver agreed for fee extension.	Production of a Habitats Regulations Assessment Scoping Report. They will also produce an Air Quality Assessment Report, Habitats Regulations Assessment and an Impact Assessment Report to accompany the Regulation 19 Local Plan.	Air quality monitoring and reporting, Habitats Regulations Assessment and combined impact assessment commissioned. These will be undertaken between Regulation 18b and Regulation 19 to inform the Submission Local Plan.
PHEH	09/01/2021	Ongoing	JBA	£50,751	Strategic Flood Risk Assessment [SFRA] Level1 for Local Plan. No in-house expertise	Communication / meetings	Service led, quotations sought from three providers with wavers agreed for fee extensions.	Full comprehensive SFRA level 1 for whole borough	Failure to assess the flood risk and failure of the Local Plan.
PHEH	08/01/2023	15/03/2024	AECOM	£27,390	To provide technical assessment for climate change for Local Plan. Limited in-house expertise.	Communication / meetings	Service led, quotations sought from three providers.	A full assessment and report on climate change in the borough and recommended policies for the Local Plan	Failure to address climate change in the Local Plan could result in failure of legal compliance and failure of the Local Plan.
PHEH	14/04/2022	04/11/2023	CBA	£17,216	To provide a heritage strategy for the emerging Local Plan.	Communication / meetings	Service led, quotations sought from three providers.	A full heritage strategy endorsed by Historic England.	Failure to address Heritage with a strategy in the Local Plan could result in failure of the Local Plan.

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PHEH	11/10/2023	Ongoing	ENPLAN	£8,273	To provide a landscape sensitivity assessment to inform the emerging Local Plan.	Communication / meetings	Service led, quotations sought from three providers.	Landscape assessment work provided.	Failure to address landscape issues in the Local Plan could result in failure of the Local Plan.
PHEH	14/08/2019	25/07/2023	ARCADIS	£99,335	To prepare a development brief for Borough Green Gardens and relief road feasibility study	Communication / meetings	Homes England Multi-Disciplinary Framework.	Draft development brief for Borough Green Gardens and relief road feasibility study	This work would not have progressed in accordance with the requirements of the Homes England Garden Community capacity funding award to the council.
PHEH	18/10/2019	20/05/2022	ENPLAN	£17,131	To prepare additional landscape evidence to inform the Borough Green Gardens development brief.	Communication / meetings	Waiver - extension to withdrawn Local Plan technical work.	A landscape sensitivity and capacity study which informed the preparation of the framework plan for the site.	The development framework plan would have lacked the technical evidence required to be able to design this appropriately having regard to the landscape context.
PHEH	20/10/2021	21/09/2023	SOLVE WEB MEDIA	£11,086	To prepare a website to support public engagement for Borough Green Gardens.	Communication / meetings	Service led, quotations sought from three providers.	Purchase of web domains, preparation of branding and website design.	Not delivering high quality public engagement would have hindered project progress.
PHEH	26/05/2021	17/12/2021	MOTT MACDONALD	£28,794	To prepare additional transport evidence to inform the Borough Green Gardens development brief.	Communication / meetings	Waiver - extension to withdrawn Local Plan technical work.	Additional technical work to better understand related highway junction impacts and to provide advice on trigger points for development contributions.	The framework plan and relief road feasibility study would have lacked the evidence required to inform the design and phasing of the relief road proposed for Borough Green as part of this project.
PHEH	13/06/2022	Ongoing	JACOBS	£192,704	To prepare transport modelling evidence including transport assessment for the emerging Local Plan.	Communication / meetings	Kent County Council Highway Services Framework.	Work ongoing, transport forecast baseline, LTC and M2 J3 sensitivity tests and 2 scenario test reports provided so far.	Failure to address transport issues and identify appropriate mitigation could result in failure of the Local Plan.
PHEH	18/12/2019	Ongoing	DHA TRANSPORT	£36,035	To prepare an Active Travel Strategy including route audits, to align with the emerging Local Plan.	Communication / meetings	Service led, quotations sought from three providers with wavers agreed for fee extensions.	Draft Active Travel Strategy, walking and cycling route audits prepared.	To help mitigate the transport impacts of growth identified in the Local Plan and to help tackle congestion and support climate change ambitions, this study is required to support
PHEH	02/03/2022	Ongoing	ARC4	£18,840	To prepare a gypsy and traveller accommodation	Communication / meetings	Service led, quotations sought from three providers	Draft gypsy and traveller need	Failure to address gypsy and traveller accommodation

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					assessment and undertake related site assessments.		with wavers agreed for fee extensions.	assessment and site assessment reports prepared.	requirements in the Local Plan could result in failure of the Local Plan.
PHEH	19/09/2023	26/01/2024	WSP	£20,586	Scheme planning and design for the upgrade of footpaths MR581 and MR32 in Snodland, and stage 1 road safety audit.	Communication / meetings	Kent County Council Professional Services Framework.	Outline scheme design and road safety stage 1 report received.	Scheme delivery unlikely to progress putting at risk related funding negotiations with National Highways and Kent County Council, relating to mitigation for the Lower Thames Crossing.
PHEH	15/09/2022	Ongoing	Ove Arup & Partners	£121,917	To prepare Green Belt and Strategic Gap studies, and Housing Constraints Assessment to inform the emerging Local Plan.	Communication / meetings/Reports	Service led, quotations sought from three providers with wavers agreed for fee extensions.	Housing Constraints Assessment and Green Belt Stage 2 Assessment provided; strategic gap work ongoing.	Failure to assess Green Belt sites for potential release for development and to provide Strategic Gap advice could result in failure of the Local Plan.
PHEH	16/12/2023	Ongoing	Ploszajski Lynch Consulting	£41,200	To undertake an and Indoor Sport, Recreation and Open Space Study to inform the emerging Local Plan.	Communication / meetings/Reports	Service led, quotations sought from three providers.	Draft reports received for indoor and outdoor sport, recreation and open space provision.	Failure to address open space issues in the Local Plan could result in failure of the Local Plan
PHEH	21/09/2021	Ongoing	Nathaniel Lichfield and Partners	£35,832	To prepare an Economy Study including retail needs assessment to inform the emerging Local Plan.	Communication / meetings/Reports	Service led, quotations sought from three providers with wavers agreed for fee extensions.	Draft Economy Study report received.	Failure to address employment including retail matters, including the allocation of sufficient employment floorspace in the emerging Local Plan could result in failure of the Local Plan.
PHEH	16/12/2022	Ongoing	BNP Paribas	£14,316	To prepare a Local Plan Viability Assessment.	Communication / meetings/Reports	Service led, quotations sought from three providers.	Work ongoing.	Viability assessment required to demonstrate the viability of the policy and infrastructure requirements included in the Local Plan.
PHEH	24/01/2024	Ongoing	Pillory Barn Design Studios	£620	Creative design of Regulation 18b Local Plan publication draft.	Communication / meetings/Reports	Service led, quotations sought from three providers.	Work ongoing to prepare the publication draft of the Local Plan.	It is important that the Local Plan document is well presented to ensure that the content is well received and understood by all. A poorly produced document would hinder public engagement.
PHEH	15/02/2024	Ongoing	Commonplace Digital Ltd	£15,400	Provision of online consultation and engagement platform for the Local Plan.	Communication / meetings/Reports	Crown Commercial Service G-Cloud 13 Framework.	Work ongoing to prepare the online Local Plan consultation.	It is important that the Local Plan consultation is as accessible as possible. A high-quality online platform is an

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									important part of achieving this.
SSLTS	Aug-22	Nov-22	Waste Consulting LLP - Grounds Consulting Division	£ 4,888	Options Report-report in preparation for retender of Grounds Maintenance Contract -additional specialist industry skills and resources required to assess service re-commissioning options.	Award of contract and outcome reported through Member Committee/Cabinet	Service led in accordance with financial regulations. Appointment approved through Member Committee	Options Report received that allowed the Council to make a decision on the Strategic approach to the future delivery of the Grounds Maintenance Services.	Lack of industry insight and deeper understanding of pro and cons of potential service delivery options to inform Council/Member decision.
SSLTS	Oct-23	Apr-24	Waste Consulting LLP - Grounds Consulting Division	£ 10,494	Update of Options Report and Public Sector Comparator - additional specialist industry skills and resource required. External independent assessment required for the Public Sector Comparator.	Award of contract and outcome reported through Member Committee/Cabinet	Appointment approved through Member Committee. Also commissioned following consultation with Corporate OSG and MT and formal Wavier sought and approved for appointment.	Final report awaited.	Lack of industry insight and deeper understanding of anticipated contract costs to inform Council/Member decision.
SSLTS	Aug-21	Dec-22	Waste Consulting LLP	£ 14,433	Waste Contract Support-including service delivery options appraisal. Additional industry specialist skills and resource required. Total cost was £28,866 but shared 50/50 with Tunbridge Wells Borough Council. Work commissioned was in relation, and in response to, exceptional poor performance of the waste contractor at that current time.	Work monitored through a Joint Partnership Group with Tunbridge Wells Borough Council. Included updates and meetings to CE and Member (Cabinet Member/leader) level.	Service led in accordance with financial regulations. Wavier sought and approved.	Options Report received that guided the Council's discussions with the Contractor to resolve contract issues and improve service provision.	Lack of industry insight and a deeper understanding of contract options which, if not available would have weakened the Council's position in discussing service improvement with the current contractor.
SSLTS	Jan-22	Feb-22	Waste Consulting LLP	£ 3,278	Garden Waste Project - Options review for service provision. Work commissioned was in relation, and in response to, poor service performance by the contractor allowing the Council to assess potential future options. Additional specialist industry experience and insight required.	Work monitored through a Joint Partnership Group with Tunbridge Wells Borough Council. Included updates and meetings to CE and Member (Cabinet Member/leader) level.	Service led in accordance with financial regulations	Options Report received that guided the Council's discussions with the Contractor to resolve contract issues and improve service provision.	Lack of industry insight and a deeper understanding of contract options which, if not available would have weakened the Council's decision-making process.

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SSLTS	Jun-23	Jan-24	Blackwood Bayne Ltd	£ 3,675	Haysden Country Park Market Survey - Additional specialist skills and resources required with regard to canvassing, data analysis and report production. Reports essential to lever in external funding and develop site management plans.	In Service	Service led in accordance with financial regulations	Report results feed into Site Management Plan and steer future site improvements.	Lack of information and understanding of the use of the Country Park to allow users views to be incorporated into site management plan.
SSLTS	Jun-22	Mar-23	Blackwood Bayne Ltd	£ 3,394	Tonbridge Racecourse Sportsground Market Survey - Additional specialist skills and resources required with regard to canvassing, data analysis and report production. Reports essential to lever in external funding and develop site management plans.	In Service	Service led in accordance with financial regulations	Report results feed into Site Management Plan and steer future site improvements.	Lack of information and understanding of the use of the Country Park to allow users views to be incorporated into site management plan.
SSLTS	2020	2024	Alltree Consultancy Ltd	£ 4,062	Tree Inspections-cost reflects 14 separate Specialist Tree Inspections and Reports making prioritised recommendations over a 4-year period. Required over and above the Council's regular contractual health and safety tree inspections undertaken by the ground maintenance contractor. Average cost of each inspection/report is £290. Reports commissioned in direct response to public health and safety concerns.	In Service	Service led in accordance with financial regulations	Inspection and report provide external and specialist reassurance of health and safety aspects, reduces risk to the public and enhances the Councils insurance position.	Health and Safety of the public and reputational and financial risk to the Council.
SSLTS	Jan-21	Aug-21	Aliance Leisure	£ 114,947	Scheme development and project management for the design and construction of the new Cafe at Leybourne Lakes Country Park. Included external industry skills in quantity surveying, architecture, project management and design. Funded in full from developer contributions	In Service and through corporate officer group	Procured through the UK Leisure Framework. Waiver sought and approved	Specialist advice and skills in the design and construction of the new cafe	Lack of skills and resources leading to the in effective delivery of the project.

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SSLTS	Mar-24	Ongoing	Aliance Leisure	£ 50,000	Angel Centre Options Appraisal -appointment to undertake feasibility report on the potential location and facility mix of a replacement Angel Centre.	In Service and through corporate officer group	Procured through the UK Leisure Framework. Waiver sought and approved	Will provide specialist advice and skills in the location and facility mix of replacement building	
SSLTS	Jan-21	Jul-21	G and S Brown Grounds Maintenance Contractors	£ 10,200	Drainage assessment- required to address specific flooding of Deacons Field that was impacting community sports use. Specialist assessment required to support approved Capital Plan Scheme. External funding of £10,000 secured from Sport England to support the project.	In Service and through the Capital Plan	Service led in accordance with financial regulations	Specialist report to guide and steer works required through the Capital Plan	Lack of details and evidence when considering potential projects.
SSLTS	Apr-21	May-21	G and S Brown Grounds Maintenance Contractors	£ 6,000	Initial drainage assessment of the site undertaken due to flooding issues. Data then used to support internal review, monitoring and project appraisal	In Service	Service led in accordance with financial regulations	Specialist report used as baseline data to then support the Council's own internal review, monitoring and project development.	Lack of baseline data to feed into internal review.
SSLTS	30/11/2022	18/01/2023	Alpha Parking	£ 10,075	Car park review - Independent review of off-street parking capacity, trip generation and usage in Tonbridge. No capacity in-house	In Service	Service led in accordance with financial regulations	Independent report on car park usage along with analysis of trends looking at balance of short/long stay parking provision.	Better understanding of car park demand and usage delivered outside of normal parking operational capacity.
SSLTS	01/01/2024	01/02/2024	Old School Consultancy	£ 2,070	Parking consultation analysis - due to volumes of responses greater resource and support required for Parking Manager - No Capacity in-house	In Service	Service led in accordance with financial regulations	Assistance in analysis of consultation responses	Peak workload timescale targets not met
SSLTS	28/09/2020	28/10/2020	BDR	£ 1,200	Structural assessment and report for bridge foundations by qualified Structural Engineer. Beyond current in house skill set and required as part of asset H&S management	In Service	Service led in accordance with financial regulations	Assurance of bridge supports Angel West walkway.	Independent indemnity to provide confidence of structural integrity of bridge supports.

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SSLTS	30/11/2020	30/01/2021	Project Centre Ltd	£ 4,900	Structural bridge inspections and reports (done every 2 years) by qualified Structural Engineer. Beyond current in house skill set and required as part of asset H&S management	In Service	Service led in accordance with financial regulations	Structural report for 18 TMBC owned bridges	Risk to the public - TMBC asset becoming hazardous to users
SSLTS	25/02/2021	25/03/2021	Project Centre Ltd	£ 2,500	Structural assessment of failing revetment wall. Beyond current in house skill set and required as part of asset H&S management	In Service.	Service led in accordance with financial regulations	Structural assessment of failing sports ground revetment wall	Risk to the public - TMBC asset becoming hazardous to users
SSLTS	17/05/2022	17/06/2022	Roads and Sewers for Planning and Design	£ 1,950	Structural works specification/design for required bridge works by qualified Structural Engineer to enable works quotations. Beyond current in-house skill set.	In Service	Service led in accordance with financial regulations	Works specification and details ready to works quotations for 3 bridges that are requiring structural repair	If done in house, works could have been miss specified, wrong or not cost affective
SSLTS	27/02/2023	27/04/2023	Roads and Sewers for Planning and Design	£ 3,750	Wouldham River Wall Options Report by qualified Structural Engineer. Beyond current in-house skill set and required to allow project to progress	In Service	Service led in accordance with financial regulations	Options report following 5 years of monitoring of TMBC asset	Independent indemnity to provide a review of structural integrity of this river wall and to provide specialised guidance on options.
SSLTS	30/10/2023	06/11/2023	Roads and Sewers for Planning and Design	£ 720	Independent assessment of trees associated to revetment wall works and other schemes.	In Service	Service led in accordance with financial regulations to provide Cllrs with a independent assessment on tree condition for revetment phase 2	Report provided confirm works couldn't reasonably be delivered without removing two trees	If done in house, it wouldn't have been a independent assessment
SSLTS	04/01/2023	04/03/2023	Roads and Sewers for Planning and Design	£ 4,800	Structural bridge inspections and reports (done every 2 years) by qualified Structural Engineer. Beyond current in-house skill set and required as part of asset H&S management	In Service	Service led in accordance with financial regulations	Structural report for 18 TMBC owned bridges	Risk to the public - TMBC asset becoming hazardous to users
SSLTS	01/03/2024	01/04/2024	Roads and Sewers for Planning and Design	£ 1,750	Additional structural bridge inspections and reports of high risk bridges (done every year) by qualified Structural Engineer. Beyond current in-house skill set and required as part of asset H&S management	In Service	Service led in accordance with financial regulations	Additional structural report for 3 TMBC owned bridges	Risk to the public - TMBC asset becoming hazardous to users

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SSLTS	16/11/2022	16/12/2022	Lighting Efficiency Design Services Ltd	£ 1,900	Assessment and recommendations for car park lighting to change to LED lights in all Council car parks. Beyond current in-house skill set.	In Service	Service led in accordance with financial regulations	Options/feasibility report provided for car park LED switch	Independent assessment to ensure lighting designs are fit-for-purpose.
SSLTS	05/11/2023	05/12/2023	Lighting Efficiency Design Services Ltd	£ 1,000	LED lights technical specification provided for tender document. Beyond current in house skill set. Funded by external grant.	In Service	Service led in accordance with financial regulations	Technical specification provided to complete tender document	Independent assessment to ensure lighting designs are correctly specified to ensure cost effective solutions are bought forward.
SSLTS	22-Aug	22-Nov	Waste Consulting LLP - Grounds Consulting Division	£4,888	Options Report-report in preparation for retender of Grounds Maintenance Contract -additional specialist industry skills and resources required to assess service re-commissioning options.	Award of contract and outcome reported through Member Committee/Cabinet	Service led in accordance with financial regulations. Appointment approved through Member Committee	Options Report received that allowed the Council to make a decision on the Strategic approach to the future delivery of the Grounds Maintenance Services.	Lack of industry insight and deeper understanding of pro and cons of potential service delivery options to inform Council/Member decision.
SSLTS	23-Oct	24-Apr	Waste Consulting LLP - Grounds Consulting Division	£10,494	Update of Options Report and Public Sector Comparator - additional specialist industry skills and resource required. External independent assessment required for the Public Sector Comparator.	Award of contract and outcome reported through Member Committee/Cabinet	Appointment approved through Member Committee. Also commissioned following consultation with Corporate OSG and MT and formal Wavier sought and approved for appointment.	Final report awaited.	Lack of industry insight and deeper understanding of anticipated contract costs to inform Council/Member decision.
SSLTS	21-Aug	22-Dec	Waste Consulting LLP	£14,433	Waste Contract Support-including service delivery options appraisal. Additional industry specialist skills and resource required. Total cost was £28,866 but shared 50/50 with Tunbridge Wells Borough Council. Work commissioned was in relation, and in response to, exceptional poor performance of the waste contractor at that current time.	Work monitored through a Joint Partnership Group with Tunbridge Wells Borough Council. Included updates and meetings to CE and Member (Cabinet Member/leader) level.	Service led in accordance with financial regulations. Wavier sought and approved.	Options Report received that guided the Council's discussions with the Contractor to resolve contract issues and improve service provision.	Lack of industry insight and a deeper understanding of contract options which, if not available would have weakened the Council's position in discussing service improvement with the current contractor.

Directorate	Start Date	End Date	Consultant	Total Cost	Reason indicate business need, include details of in-house expertise	Monitoring process	Procurement process e.g. service led? include details of Member involvement or approval	Outcome what did the consultants provide/achieve	Risk Any risk associated with not appointing consultants for this project?
SSLTS	22-Jan	22-Feb	Waste Consulting LLP	£3,278	Garden Waste Project - Options review for service provision. Work commissioned was in relation, and in response to, poor service performance by the contractor allowing the Council to assess potential future options. Additional specialist industry experience and insight required.	Work monitored through a Joint Partnership Group with Tunbridge Wells Borough Council. Included updates and meetings to CE and Member (Cabinet Member/leader) level.	Service led in accordance with financial regulations	Options Report received that guided the Council's discussions with the Contractor to resolve contract issues and improve service provision.	Lack of industry insight and a deeper understanding of contract options which, if not available would have weakened the Council's decision making process.
SSLTS	23-Jun	24-Jan	Blackwood Bayne Ltd	£3,675	Haysden Country Park Market Survey - Additional specialist skills and resources required with regard to canvassing, data analysis and report production. Reports essential to lever in external funding and develop site management plans.	In Service	Service led in accordance with financial regulations	Report results feed into Site Management Plan and steer future site improvements.	Lack of information and understanding of the use of the Country Park to allow users views to be incorporated into site management plan.
SSLTS	22-Jun	23-Mar	Blackwood Bayne Ltd	£3,394	Tonbridge Racecourse Sportsground Market Survey - Additional specialist skills and resources required with regard to canvassing, data analysis and report production. Reports essential to lever in external funding and develop site management plans.	In Service	Service led in accordance with financial regulations	Report results feed into Site Management Plan and steer future site improvements.	Lack of information and understanding of the use of the Country Park to allow users views to be incorporated into site management plan.
SSLTS	2020	2024	Alltree Consultancy Ltd	£4,062	Tree Inspections-cost reflects 14 separate Specialist Tree Inspections and Reports making prioritised recommendations over a 4 year period. Required over and above the Council's regular contractual health and safety tree inspections undertaken by the ground maintenance contractor. Average cost of each inspection/report is £290. Reports commissioned in direct response to public health and safety concerns.	In Service	Service led in accordance with financial regulations	Inspection and report provide external and specialist reassurance of health and safety aspects, reduces risk to the public and enhances the Council's insurance position.	Health and Safety of the public and reputational and financial risk to the Council.

Directorate	Start Date	End Date	Consultant	Total Cost	Reason indicate business need, include details of in-house expertise	Monitoring process	Procurement process e.g. service led? include details of Member involvement or approval	Outcome what did the consultants provide/achieve	Risk Any risk associated with not appointing consultants for this project?
SSLTS	24-Mar	Ongoing	Alliance Leisure	£50,000	Angel Centre Options Appraisal -appointment to undertake feasibility report on the potential location and facility mix of a replacement Angel Centre.	In Service and through corporate officer group	Procured through the UK Leisure Framework. Waiver sought and approved	Will provide specialist advice and skills in the location and facility mix of replacement building	
SSLTS	21-Jan	21-Jul	G and S Brown Grounds Maintenance Contractors	£10,200	Drainage assessment- required to address specific flooding of Deacons Field that was impacting community sports use. Specialist assessment required to support approved Capital Plan Scheme. External funding of £10,000 secured from Sport England to support the project.	In Service and through the Capital Plan	Service led in accordance with financial regulations	Specialist report to guide and steer works required through the Capital Plan	Lack of details and evidence when considering potential projects.
SSLTS	21-Apr	21-May	G and S Brown Grounds Maintenance Contractors	£6,000	Initial drainage assessment of the site undertaken due to flooding issues. Data then used to support internal review, monitoring and project appraisal	In Service	Service led in accordance with financial regulations	Specialist report used as baseline data to then support the Council's own internal review, monitoring and project development.	Lack of baseline data to feed into internal review.
SSLTS	30/11/2022	18/01/2023	Alpha Parking	£10,075	Car park review - Independent review of off-street parking capacity, trip generation and usage in Tonbridge. No capacity in-house	In Service	Service led in accordance with financial regulations	Independent report on car park usage along with analysis of trends looking at balance of short/long stay parking provision.	Better understanding of car park demand and usage delivered outside of normal parking operational capacity.
SSLTS	01/01/2024	02/01/2024	Old School Consultancy	£2,070	Parking consultation analysis - due to volumes of responses greater resource and support required for Parking Manager - No Capacity in-house	In Service	Service led in accordance with financial regulations	Assistance in analysis of consultation responses	Peak workload timescale targets not met
SSLTS	28/09/2020	28/10/2020	BDR	£1,200	Structural assessment and report for bridge foundations by qualified Structural Engineer. Beyond current in-house skill set and required as part of asset H&S management	In Service	Service led in accordance with financial regulations	Assurance of bridge supports Angel West walkway.	Independent indemnity to provide confidence of structural integrity of bridge supports.

Directorate	Start Date	End Date	Consultant	Total Cost	Reason indicate business need, include details of in-house expertise	Monitoring process	Procurement process e.g. service led? include details of Member involvement or approval	Outcome what did the consultants provide/achieve	Risk Any risk associated with not appointing consultants for this project?
SSLTS	30/11/2020	30/01/2021	Project Centre Ltd	£4,900	Structural bridge inspections and reports (done every 2 years) by qualified Structural Engineer. Beyond current in-house skill set and required as part of asset H&S management	In Service	Service led in accordance with financial regulations	Structural report for 18 TMBC owned bridges	Risk to the public - TMBC asset becoming hazardous to users
SSLTS	25/02/2021	25/03/2021	Project Centre Ltd	£2,500	Structural assessment of failing revetment wall. Beyond current in-house skill set and required as part of asset H&S management	In Service.	Service led in accordance with financial regulations	Structural assessment of failing sports ground revetment wall	Risk to the public - TMBC asset becoming hazardous to users
SSLTS	17/05/2022	17/06/2022	Roads and Sewers for Planning and Design	£1,950	Structural works specification/design for required bridge works by qualified Structural Engineer to enable works quotations. Beyond current in-house skill set.	In Service	Service led in accordance with financial regulations	Works specification and details ready to works quotations for 3 bridges that are requiring structural repair	If done in house, works could have been miss specified, wrong or not cost affective
SSLTS	27/02/2023	27/04/2023	Roads and Sewers for Planning and Design	£3,750	Wouldham River Wall Options Report by qualified Structural Engineer. Beyond current in-house skill set and required to allow project to progress	In Service	Service led in accordance with financial regulations	Options report following 5 years of monitoring of TMBC asset	Independent indemnity to provide a review of structural integrity of this river wall and to provide specialised guidance on options.
SSLTS	30/10/2023	11/06/2023	Roads and Sewers for Planning and Design	£720	Independent assessment of trees associated to revetment wall works and other schemes.	In Service	Service led in accordance with financial regulations to provide Cllrs with an independent assessment on tree condition for revetment phase 2	Report provided confirm works couldn't reasonably be delivered without removing two trees	If done in house, it wouldn't have been an independent assessment
SSLTS	01/04/2023	03/04/2023	Roads and Sewers for Planning and Design	£4,800	Structural bridge inspections and reports (done every 2 years) by qualified Structural Engineer. Beyond current in-house skill set and required as part of asset H&S management	In Service	Service led in accordance with financial regulations	Structural report for 18 TMBC owned bridges	Risk to the public - TMBC asset becoming hazardous to users
SSLTS	03/01/2024	04/01/2024	Roads and Sewers for Planning and Design	£1,750	Additional structural bridge inspections and reports of high-risk bridges (done every year) by qualified Structural Engineer. Beyond current in-house skill set and required as part of asset H&S management	In Service	Service led in accordance with financial regulations	Additional structural report for 3 TMBC owned bridges	Risk to the public - TMBC asset becoming hazardous to users

Directorate	Start Date	End Date	Consultant	Total Cost	Reason indicate business need, include details of in-house expertise	Monitoring process	Procurement process e.g. service led? include details of Member involvement or approval	Outcome what did the consultants provide/achieve	Risk Any risk associated with not appointing consultants for this project?
SSLTS	16/11/2022	16/12/2022	Lighting Efficiency Design Services Ltd	£1,900	Assessment and recommendations for car park lighting to change to LED lights in all Council car parks. Beyond current in-house skill set.	In Service	Service led in accordance with financial regulations	Options/feasibility report provided for car park LED switch	Independent assessment to ensure lighting designs are fit-for-purpose.
SSLTS	11/05/2023	12/05/2023	Lighting Efficiency Design Services Ltd	£1,000	LED lights technical specification provided for tender document. Beyond current in-house skill set. Funded by external grant.	In Service	Service led in accordance with financial regulations	Technical specification provided to complete tender document	Independent assessment to ensure lighting designs are correctly specified to ensure cost effective solutions are bought forward.
SSLTS	21-Jan	21-Aug	Alliance Leisure	£114,947	Scheme development and project management for the design and construction of the new Cafe at Leybourne Lakes Country Park. Included external industry skills in quantity surveying, architecture, project management and design. Funded in full using developer contributions	In Service and through corporate officer group	Procured through the UK Leisure Framework. Waiver sought and approved	Specialist advice and skills in the design and construction of the new cafe	Lack of skills and resources leading to the ineffective delivery of the project.

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TONBRIDGE & MALLING BOROUGH COUNCIL

OVERVIEW AND SCRUTINY COMMITTEE

11 September 2024

Report of the Chief Executive

Part 1- Public

Delegated

1 SCOPING REPORT – REVIEW OF TONBRIDGE COMMUNITY FORUM

1.1 Background

1.1.1 The former Chair of Tonbridge Community Forum requested that a review be undertaken in relation to the venue and operation of Tonbridge Community Forum. This has been raised at a previous Tonbridge Community Forum meeting and partner organisation (who were present), agreed with the principle of looking at options for change.

1.1.2 Suggestions put to Forum members, from the former Chair were as follows:

- How often meetings take place
- Should all meetings take place in person
- Where should the venue be
- Do all groups meet agreed criteria of the TCF

1.2 Meeting Frequency, Format and group criteria

1.2.1 Following the last review of the Forum in 2021, it was agreed that meetings would increase from twice per year to four times per year and they would alternate between in-person meetings held at the Angel Centre and virtual meetings held via MS teams. The move to virtual meetings was to encourage greater participation and means that these can be livestreamed for the benefit of the wider community.

1.2.2 The meeting programme for 2024-26 was approved by Annual Council on 14 May 2024 and adding additional meetings will create capacity issues within Democratic Services. Therefore, any changes to the programme need careful consideration if this were something that Members would like to progress. There will also be staffing and cost implications if all meetings are held in person, especially if Members wished for these to be livestreamed.

1.2.3 If Members wish to consider alternative venues to hold all meetings in-person, a range of options can be presented at the next meeting, along with the associated costs. It will need to include any arrangements around hall/seating set up and who will be available to undertake this.

1.2.4 Regarding the agreed criteria for groups, if Members wish to review the current membership, and/or invite other interested groups to join, a simple form can be promoted/shared and added to the council website, as detailed in the suggested draft form (Annex 1).

1.3 Review of Parish Partnership Panel

1.3.1 Previously changes to Tonbridge Community Forum (agreed by Overview and Scrutiny Committee in October 2021) were considered alongside a review of Parish Partnership Panel. If Members opt to review the frequency, format and criteria for Tonbridge Community Forum, it may also be timely to consider if any changes are required to Parish Partnership Panel.

1.4 Legal Implications

1.4.1 Tonbridge Community Forum is not a decision-making body.

1.5 Financial and Value for Money Considerations

1.5.1 Current room hire costs at the Angel Centre and the cost of audio/visual equipment for the in-person meetings, total £763. In addition, there are costs incurred in relation to staff time (administration).

1.5.2 If Members wished to livestream meetings external audio/visual support would be required, subject to facilities at venues, and this could be a significant cost.

1.6 Risk Assessment

1.6.1 Members should note that any risk related to the use of venues and equipment will need to be managed if using buildings that are not owned by the council. Council owned buildings are routinely checked by the Health and Safety Officer, the Head of Administration and Property and Head of IT to ensure that all appropriate safety checks are undertaken.

1.6.2 There is a potential health and safety risk when using other venues and there is a requirement for appropriate safety checks and forms to be completed. Currently, this is a function that is outside of the role of Democratic Services and consideration would need to be given on how to address these concerns.

1.7 Equality Impact Assessment

1.7.1 The decisions recommended through this paper have a remote or low relevance to the substance of the Equality Act. There is no perceived impact on end users.

1.8 Policy Considerations

1.8.1 Communications

1.8.2 Community

1.9 Recommendations

1.9.1 Members to consider the frequency, format and criteria issues raised in section 1.2 and **ENDORSE** further investigation into associated costs of venues and staff resourcing issues.

1.9.2 Members to **CONSIDER** if a review of Parish Partnership Panel is also required, with options to be presented at the next meeting.

Background papers:

contact: Gill Fox

Nil

Damian Roberts
Chief Executive

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APPLICATION FORM - TONBRIDGE COMMUNITY FORUM

Local organisations or community groups wishing to become members.

1. Name of organisation or community group
2. What is the aim of the organisation or community group?
3. Does the organisation or community group have a written set of guidelines? (These will be required via separate email).

Yes

No

4. Why do you want to join the Tonbridge Community Forum?
5. Who is the main point of contact?
6. Please provide a contact email address
7. Please provide a contact telephone number
8. Date of application

Submit

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TONBRIDGE & MALLING BOROUGH COUNCIL

OVERVIEW AND SCRUTINY COMMITTEE

11 September 2024

Report of Director of Finance & Transformation

Part 1- Public

Matters for Information

1 REVIEW AND PROCUREMENT OF IT SYSTEMS

At the request of the Chair of this Committee, the purpose of this report is to inform Members of the approach the Council adopts in reviewing and procuring IT systems and contracts.

1.1 Introduction

1.1.1 The Chair of this Committee has asked for a report detailing how the review and procurement of IT systems across the Council is approached.

1.1.2 In overview, any new business requirement or renewal that comes through IT (whether these are new/existing systems, hardware or services) go through the same process to determine whether they are:

- 1) Fit for purpose and meet the business requirements
- 2) Value for money
- 3) Sustainable over the lifetime of the contract and beyond.

1.1.3 The Head of IT, Ganesh Thangarajah, will be present at the meeting to answer any questions Members might have.

1.2 Processes for review and procurement

1.2.1 The Corporate procurement process is followed for each of the systems to make sure that a fair process is in place to enable maximum visibility of the market to get the most competitive and effective solution. All projects and renewals go through this process.

1.2.2 Routine IT system reviews and adherence to procurement policies play an essential role in ensuring that our technology infrastructure remains efficient, secure, and aligned with organisational goals and strategic priorities. By evaluating existing systems and identifying areas for improvement, we are able

to better support our Frontline and Backoffice services and ensure the customer and staff user experiences are maintained at high levels.

1.2.3 Key benefits of the procurement policies and the systems reviews include:

- **Value For Money:** IT system reviews help identify opportunities to streamline operations, reduce redundant systems, and eliminate unnecessary expenses. By optimising IT infrastructure, we are able to achieve cost savings and maximise the value of our technology investments.
- **Continuous Improvement:** Routine IT system reviews and adherence to the procurement policies support a cycle of continuous improvement within TMBC. By evaluating performance, implementing feedback, and making data-driven decisions, we are able to evolve our IT systems to better serve the community.
- **Optimised Performance:** Routine reviews allows the council to assess the performance of our IT systems, identify bottlenecks or inefficiencies, and implement improvements to optimise system performance. This leads to better service delivery and improved productivity.
- **Compliance and Risk Management:** Regular reviews ensure that IT systems comply with relevant laws, regulations (i.e. GDPR, DPA), and industry standards (PCI DSS). By assessing compliance and managing risks effectively, we have been able to avoid penalties, legal issues, and reputational damage.
- **Innovation and Adaptability:** Regular reviews and procurement policies have help us foster a culture of innovation and adaptability within the council. By staying abreast of technological advancements and market trends, we are able to leverage new solutions to improve service delivery and meet our changing needs
- **Enhancing Security:** Regular reviews help us identify vulnerabilities in IT systems and ensure that appropriate security measures are in place to protect sensitive data and prevent cyber threats. By staying proactive in addressing security risks, local governments can safeguard information and maintain public trust.
- **Informed Decision-Making:** IT system reviews provide valuable insights into the performance and effectiveness of technology investments. This information enables the IT services to make informed choices about upgrading systems, investing in new technology, or reallocating resources to meet evolving needs.
- **Supplier Management:** Procurement policies establish guidelines for selecting vendors, negotiating contracts, and managing supplier relationships.

By following established procurement policies, we are able to ensure fair competition, transparency, and accountability in the procurement process.

- **Stakeholder Engagement:** Involving the relevant service stakeholders in IT system reviews and procurement processes has helped us ensure that technology investments meet the needs of our end-users and support the Council's objectives. Stakeholder engagement promotes buy-in from the services, collaboration, and user satisfaction.
- 1.2.4 IT systems are systematically reviewed and procured (including the Council's technology infrastructure along with the relevant licensing) resulting in improved quality of services rendered and achieving cost savings/avoidance.
- 1.2.5 Full details of the reviews and procurements achieved for substantial projects and systems since 2019 are set out in **[Annex 1]**.
- 1.2.6 Some of the procured IT systems are what could be described as '*core foundation*' systems which are essential in keeping everything else operating on a day-to-day basis. Examples of these are : firewall and cyber security procurement; Microsoft licenses. These systems would be procured and implemented by IT Services on their own.
- 1.2.7 However, when it comes to procuring what we term "business-based" systems (for example: revenue and benefits, planning, electoral services), the procurement is done as a partnership between the relevant Service area (i.e. the "business") and IT Services. Each will have their own requirements – the "business" will specify what they require from the system and IT will specify the technical requirements that need to be fulfilled (e.g. it is cloud based).
- 1.2.8 Those two specifications are put together to form the actual specification for TMBC as a whole and a procurement will need to satisfy those combined requirements. Once procured, the implementation is a partnership between the relevant Service and IT.
- 1.3 External systems**
- 1.3.1 Whilst the majority of the Council's key line of business systems are procured and managed by our internal IT services, there are a number of systems that are provided by Kent County Council, central government agencies and other partners as part of wider service provision. **These systems are outside of the IT infrastructure managed by the Council's IT services. Hence, the Council has no direct management of the system procurement or performance of them.**
- 1.3.2 External systems include, but are not limited, to the following:

- Huume,
- Delta,
- Nrosh,
- MOAT Mimecast,
- Planning Portal
- Commonplace consultation system,
- DWP Data Hub,
- CCTV system,
- DVLA,
- Bailiff systems,
- Whitespace,
- Breathing Space,
- HM Revenues & Customs systems (Inland Revenue, VAT, Construction Industry Tags),
- KCC pension system (iConnect),
- Resilience Direct and Licensing Applications (GOV.UK).

1.4 Legal Implications

- 1.4.1 All procurements of IT systems are in compliance with the government procurement legislation and the Council's current procurement policy/ purchasing guide **[Annex 2]**.
- 1.4.2 Members should note that the Council joined the Mid-Kent procurement partnership in April 2024 and already the Council is receiving advice, support and guidance in respect of all procurement. The Council's procurement guidelines are currently being reviewed by the Mid-Kent partnership and will be updated in the immediate future; and it is expected that a new Strategy will be presented to Cabinet in the coming months.

1.5 Financial and Value for Money Considerations

- 1.5.1 Value for money is an integral part and primary objective of IT Services' system reviews and procurement process. The Council has consistently achieved cost

efficiencies over the last five years (2019 – present), whilst improving the operational efficiency of the organisation.

- 1.5.2 The inclusive list of procurement history over the years can be viewed by accessing the [Tenders and Contracts register](#) on the Council's website.

1.6 Risk Assessment

- 1.6.1 As a result of the system reviews and changes made by IT services the Council's corporate and operational risks such as business continuity and cyber security have been mitigated/minimised.
- 1.6.2 It is important that systems we operate can adapt to cater for changing needs; and if they can't adapt then alternatives are considered.
- 1.6.3 Like most organisations, the Council is now reliant on IT systems to deliver its services. From a risk and capacity management perspective, it can be more effective to have fewer systems to operate and manage.

1.7 Policy Considerations

- 1.7.1 Business Continuity/Resilience
- 1.7.2 Climate Change
- 1.7.3 Communications
- 1.7.4 Procurement
- 1.7.5 Customer Contact

Annex 1: IT Systems Review & Procurement Road Map 2019 – 24

Annex 2: TMBC Purchasing Guide

Background papers:

Nil

contact: Ganesh Thangarajah
Head of IT

Sharon Shelton
Director of Finance & Transformation

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TONBRIDGE & MALLING BOROUGH COUNCIL

OVERVIEW AND SCRUTINY COMMITTEE

11 September 2024

IT Systems Review & Procurement Road Map 2019 – 24

Introduction:

Any new business requirement or renewal that comes through IT whether these are new or existing systems, hardware or services go through the same process to determine whether they are:

- Fit for purpose and meet the business requirements.
- Are value for money.
- Are sustainable over the lifetime of the contract and beyond.

The Corporate procurement process is followed for each of the systems to make sure that a fair process is in place to enable maximum visibility of the market to get the most competitive and effective solution.

All projects and renewals go through this process. In the past 5 years the following substantial projects and renewals have gone through this process to make sure that the requirements are met.

Computer Suite renewal (Cloud Migration) – March 2021

- Extensive research was conducted by Senior Technical Support staff on on-premises and cloud solutions.
- Costs were compared between renewing current equipment and migrating to a Cloud based data centre, including staffing cost for maintaining the data centre, running costs, disaster recovery and efficiencies.
- A BVA assessment was conducted to find the costs and return of investment.
- A RFQ and competition was conducted to obtain quotes for the migration.

The Cloud migration has provided TMBC with a secure, robust, highly available and agile platform to underpin the Digital and IT strategies and meet the growing demand of its residents and staff. This cloud environment enables TMBC to adapt and grow using cutting-edge technology to enhance security and customer experience to provide a seamless transactions with the Council.

Microsoft License renewal - June 2021 & June 2024

- The G-Cloud framework was used to assess the market and obtain best added value and cost for the service.

The Microsoft Licences have enabled TMBC to be on the forefront of digital engagement giving staff access to collaborative tools to improve efficiency and inter-departmental working. The Microsoft E5 licence procured in 2021 has given access to more security tools, proactive monitoring capabilities and Power BI reporting to give everyone access to data they require easily.

Disaster recovery solution – March 2020

- Extensive research was conducted by Senior Technical Support staff to analyse and appraise the options for a disaster recovery solution.
- Costs of 3 different companies were compared for to find the most cost-effective solution.

The Disaster recovery solution enabled TMBC data and systems to be stored in a cloud environment, giving instant access to recovery and a way to seamlessly restore systems that had errors or issues. This gave an extra layer of confidence in the speed at which TMBC could recover from an incident resulting in a front-line system failure. Due to this being a cloud environment the costs were based on a Pay as you go basis, so no initial funds were needed to create in environment making it very cost effective over time.

Backup solution - January 2023

- Extensive research was conducted by Senior Technical Support staff to analyse and appraise the options for an immutable backup solution including proof of concepts for each where possible.
- All solutions were tested to make sure they were fit for purpose resulting in many not meeting the basic requirements.
- The G-Cloud framework was used to assess the market and obtain best added value and cost for the service.

The Immutable cloud backup solution gave TMBC a secure, robust, cloud-based solution ensuring reliable disaster recovery and business continuity. The solution gives us confidence in the integrity of the Council data, gives protection against tampering and ransomware attacks safeguarding the critical data the Council holds.

Telephony & Contact centre renewal – July 2021

- Extensive research was conducted by Senior Technical Support staff to analyse and appraise the options for a Telephony & Contact centre solution.
- YPO framework was used to procure the solution based on our requirements.

The move to cloud telephony and AW365 contact centre enables communication with the public and staff to be streamlined, improving responsiveness, availability, increasing efficiencies using bots and automation. This approach enhances the service delivery to the public ensuring the time to respond to and resolve queries are done efficiently and in a timely manner.

Audio visual equipment business requirements – May 2021

- A Business requirement to have hybrid meetings and record Council meetings was required.
- Research into different solutions was conducted including the usage of current equipment already in use.
- 3 different providers were given the opportunity to design a solution to meet the requirements.
- Each solution was considered, and costs analysed before procurement.

The hybrid meeting solution made Council meetings more accessible to both councillors and member of the public during the pandemic and beyond. This approach enabled the meeting to be streamed on YouTube to ensure transparency and reach as many viewers as possible.

Remote working and business continuity project – September 2021

- Extensive research was conducted by Senior Technical Support staff to analyse and appraise the options for working from home.
- The current production systems already in use by the Council were considered to see if any could provide extended functionality to enable the business requirements.
- Our existing Firewall had these capabilities that we could utilise.
- Other solutions were considered, and costs compared.
- Laptops were procured to enable remote working and business continuity.

A remote access VPN and the policy change to use laptops for staff enables staff to connect to TMBC internal systems securely from anywhere delivering a more flexible approach to working. This enhances business continuity and enhances workforce flexibility and productivity. Both solutions together enabled services to continue during the COVID-19 pandemic and created the opportunity for the remote working policy to give a better work life balance and greater productivity for staff.

Remote Access renewal – March 2022 & July 2024 (3rd Party Remote Access)

- Extensive research was conducted by Senior Technical Support staff to analyse and appraise the options for remote access as the current solution that was in place was no longer fit for purpose.
- Each option was considered and compared on cost, functionality, and integration with our current environment.
- Microsoft Azure Virtual Desktop met the requirement and funding was secured for their solution to assist with deployment and configuration.

The existing system was vulnerable, outdated and not fit for purpose. Moving to AVD created a new secure, cloud native environment to create a remote working environment which can be centrally managed and secured keeping sensitive data secure. This creates a robust highly available and scalable solution to meet increasing business demands.

Mobile Contract renewal January 2021 & June 2024

- Research was conducted on business requirements, mobile signal throughout Tonbridge & Malling and data usage.
- A competition was run to compare different providers and suppliers.
- The RM framework was used to procure the solution to achieve the best value for money.

Next Generation Firewall – May 2021, September 2021 & August 2023

- Extensive research was conducted by Senior Technical Support staff to analyse and appraise the options of a Next Generation Firewall.
- Requirements were built to meet current and future requirements.
- The requirements led to 3 different solutions where a procurement exercise was conducted to analyse the different solution and costs.

The new Firewall provides advanced threat detection and comprehensive security to protect the Council's systems and sensitive data from Cyber-attacks. The additional features and functionality of the firewall has enabled the flexible remote working and enhanced security for the cloud migration.

Finance management system software review 2024

- Current software has a rolling one-year contract with since 1998.
- Contract review took place using G-Cloud framework to assess the market and obtain best added value and cost for the service.
- Following a thorough assessment of Integra Centros, by the Senior Accountant and Financial Systems Officer, alongside alternative systems available in the market, the most advantageous financial solution for the Council, aligning with best practices in financial management remains Integra.
- Upgrade to Integra Centros now scheduled for completion Q3 2024/25.

Planning and regulatory services line of business system review/replacement 2022-2024

- Extensive research conducted by IT Solution Architect and business leads for Built Environment and Public Protection systems. System Specification and procurement documents prepared prior to soft market testing.
- Soft market testing – The G-Cloud framework used to assess the market. 4 key suppliers invited to demo their SaaS solutions to IT and business leads.
- Each option was considered and compared on business outcomes, functionality, costs, integration, availability, and best value for money.
- Agile SaaS Solution acquired through G-Cloud framework on 5-year term.

Payment system review – March 2024

- Soft Market testing completed Dec 2022 evaluating 3 recognised companies from the GCloud 13 framework by business prior to Adelante SmartPay 4 reaching EOL March 24
- Whilst Adelante was not the lowest cost over 5 years through totalling both capital and revenue costs, when considering associated implementation costs such as new replacement interfaces and time lost from diverting officers time on the project etc the Adelante Replacement to SmartPay 6 was the best option for the Council as a whole.
- Upgrade and integration changes completed March 2024.

Website and Customer portal system review – 2021

- The content management system provided by Jadu, with online forms and back-office case management workflow fully integrated with back-office systems including NEC Citizen Access and Adelante Payments, replaced the Squiz Matrix website in July 2021.
- MyAccount allows registered customers to integrate seamlessly with 3rd party customer portals.
- Development of online forms on Jadu platform will negate the need for the current E-Forms system provided by EBase Solutions – enabling the organisation to make further saving whilst improving efficiencies and customer experience.
- TMBC Website 100% availability since go live.
- 5 year contract via NEC ends 10 May 2026

Corporate Document Management Enterprise system – March 2021

- Software upgraded from client to Enterprise solution in 2021 with Office Connect, GDPR Connect, Retention Policy modules adding Generic Import Module (GIM2) configured to improve business workflow efficiencies for Revs Bens team with integration with NEC Citizen Access
- NEC Information@Work has been used by the Revenues and Benefits team for some years with great success. This Enterprise approach adopted provides a corporate DM for the authority which was previously lacking.
- Upgrade to latest supported version scheduled Q2/Q3 2024/25

Parking Services systems review – Dec 2019

- Due to the ever-changing IT landscape these products required regular upgrades.
- The upgrade included 3sixty back-office Notice processing and Citizen portal with cashless parking interface and fully cloud hosted PermitSmart solution
- The Rialto upgrade included the Real-Time module which allows PCNs to sync, download special messages and permits in real-time.

Citizen Access solution for Revenue & Benefit services – June 2018 & August 2021

- Contract purchased August 2021 via G-Cloud framework for the Citizen Access portals CA-R, CA-B, CA-BN, CA-LL, CA-I
- Customer portals for Revenues and Benefits with Single-SignOn enables registered customers 24/7 online access to self-serve their revenue and benefit accounts via their MyAccount portal
- Additional features added including Generic Import Module (GIM2) and eforms improve business process efficiencies through integration and automation with back-office systems
- G-Cloud call off contract now extended for a second and final period of 12 months from 1 August 2024.

Electoral Services System Review – 2024/25

- Current software review scheduled 2025.
- Business to commence soft market testing from Q3 2024/25 in readiness.

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Annex 2

Tonbridge and Malling Borough Council

Purchasing Guide

Introduction – the Contracts Procedure Rules (CPRs) and this Purchasing Guide

- The CPRs are the starting point for good purchasing practice. They contain the core obligations for a robust purchasing framework. As they form part of the Council's Constitution, they can only be changed by resolution of full Council, unless specific powers to make amendments have been delegated to an Officer or other body. They are made under the Council's powers under section 135 of the Local Government Act 1972 and one aim has been to be as consistent as possible with other purchasing districts in Kent.
- This Purchasing Guide provides practical guidance on how the CPRs apply to purchasing decisions and processes. It explains some of the more technical and legal issues involved in procurement and provides practical working examples.
- You must use this Purchasing Guide when purchasing on behalf of the Council. You must also follow the CPRs and the other documents referred to in CPR 4.1.
- Purchasing can involve complex technical provisions and legal rules. Breach of those technical provisions, the legal rules, the CPRs or this Purchasing Guide can have serious consequences for the Council and for you. If you are in doubt then you must seek assistance. If you have any queries about the CPRs, this Purchasing Guide or the other documents used in or related to the Council's purchasing, then please contact the Chief Solicitor or the Council's Chief Internal Auditor.
- The structure of this Purchasing Guide follows the structure of the CPRs. In this Purchasing Guide, the CPRs are set out in shaded boxes, followed by commentary and guidance on those CPRs.
- This Purchasing Guide is a "living" document which will be reviewed regularly. If you have comments or suggestions for improvements please contact the Chief Solicitor or the Council's Chief Internal Auditor.

THE PURCHASING GUIDE

1 Introduction – Purpose of the Contracts Procedure Rules

- 1.1 Purchasing decisions and processes are important because the money involved is public money. The purpose of these Contracts Procedure Rules is to provide a structure within which purchasing decisions are made and implemented and which ensure that the Council:
 - 1.1.1 Furthers its corporate objectives
 - 1.1.2 Uses its resources efficiently
 - 1.1.3 Purchases quality goods, services and works
 - 1.1.4 Safeguards its reputation from any implication of dishonesty or corruption.
- 1.2 Purchasing by the Council, from planning to delivery, shall incorporate (where appropriate) principles of sustainability, equality, efficiency, whole life costs and cost savings.
- 1.3 These Contracts Procedure Rules are made in accordance with the requirements of Section 135 of the Local Government Act 1972.
- 1.4 These Contracts Procedure Rules do not provide guidelines on what is the best way to purchase works, supplies (goods) and services. They set out minimum requirements to be followed. Further information and guidelines are set out in the Council's Purchasing Guide which must be followed.

CPR 1.1

- 1 Good and effective purchasing must be embedded in the day to day practices of the Council. The key objectives of purchasing, outlined in CPR 1.1 and CPR 1.2, must be taken into account from the initial planning and conceptual stages of the purchasing process. The purchasing process is not limited to the stage when you seek a quote or tender.
- 2 Failure to consider these key issues can impact on both the quote or tender process, and also the long term delivery of the works, supplies or services which are being purchased.

Example: You need to think carefully about the quality and specification for the goods you wish to purchase. Failure to incorporate your requirements into the contract may result in substandard or poor quality goods being provided to the Council. The Council is unlikely to be able to do very much about this, if its own requirements have not been clearly specified in the tender and contract documents.

Conversely, if the Council has clearly specified the quality of the goods required and when delivered they are not up to standard, then the Council will be able to ensure that standards can be improved or, potentially, cancel the contract arrangements.

CPR 1.2

3 You must take into account the principles of sustainability, equality, efficiency, whole life costs and cost savings, during the purchasing process.

4 **"Sustainability"**: The UK Government's sustainable development strategy sets out four key priority areas for action:

- Sustainable consumption and production
- Climate change and energy
- Protecting natural resources
- Creating sustainable communities and a fairer world

Sustainable procurement is a process whereby organisations meet their needs for goods, services, works and utilities in a way that achieves value for money on a whole life basis in terms of generating benefits not only to the organisation, but also to society and the economy, whilst minimising damage to the environment. The Council's Climate Change Strategy requires all officers who procure goods works and services to have regard to the Council's sustainable procurement policy when conducting procurement.

"Equality": The Council is subject to the public sector equality duty which requires it to have due regard to the need to:

- (i) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the Equality Act 2010;
- (ii) to advance equality of opportunity between persons who share a relevant protected characteristic and those not sharing it; and
- (iii) to foster good relations between persons who share a relevant protected characteristic and those not doing so. For these purposes the protected characteristics are age, disability, gender re-assignment, pregnancy and maternity, race (including ethnic or national origins, colour or nationality) religion or belief (including lack of belief), sex and sexual orientation.

In making any procurement or purchasing decisions officers must consciously think about these three aims as part of the decision making process. This could entail ensuring that the specification for services does not discriminate in any way against people with protected characteristics or imposing similar duties on our contractors who work on our behalf and ensuring that there is no breach of the duty in relation to the contractors own workforce.

Further guidance is given on procurement and equalities in the officer's checklist on equality issues in the procurement process which appears in Annex 3 to the Buyers Guide on the intranet.

5 **"Efficiency"**: The Council must continuously improve all its services. This means that the Council must purchase the most appropriate best value works, supplies or services and deliver continuous improvement throughout each contract. For contracts which relate to more than just a one off purchase, the Council will need to exercise ongoing monitoring and review of the contract to ensure

- a. customer satisfaction,
- b. continued high quality delivery,
- c. compliance with environmental and equality standards, and
- d. the opportunity to identify service improvements and cost savings.

This could be reflected in an efficiency and improvement clause in the contract. See further comments on standard clauses at CPR 3.

- 6 **"Whole life costing"**: requires you to ensure that the whole potential cost of the contract is taken into account.

Example: In letting an equipment supply contract, as well as the initial capital spend, you need to consider the length of the asset's useful life, the cost of ongoing maintenance, replacement of parts and servicing and consumables, so that there is true cost to the Council of the purchase being made. To buy a copier which initially costs £2,500 may be more expensive than one that initially costs £4,500, if the cheap copier uses expensive paper and toner, needs servicing every three months and is scrapped after 5 years, whilst the more expensive one uses cheaper paper and toner, needs servicing only once every 2 years and lasts for 10 years.

- 7 **"Cost savings"**: Each contract for purchase must set out the agreed price to be paid by the Council to the contractor. The Council cannot then unilaterally reduce the price but conditions relating to long term service improvement and efficiencies can be incorporated into the contract documents.

There may be ways of structuring a purchasing exercise to save costs. This might be through a joint purchasing exercise with other councils, or by re examining the way a service is provided.

- 8 Effective contract monitoring is essential to achieve continuous improvement, especially during the implementation of long-term contracts, particularly if the contractor is under a duty to work with the Council to seek improvements in delivery and efficiency. It is usually sensible to provide for annual reviews in the contract, which can then be tied in with, for example, payments to reflect good performance and provisions allowing for inflation increases.

Example: The Council needs to demonstrate to central government each year, its compliance with the Local Government Equalities Standard. An obligation in the contract to ensure ongoing compliance with Equalities legislation is of little value if the Council fails to review and record the contractor's compliance regularly.

- 9 If the Council knows that a contractor is not complying with contract requirements, then it needs to address the matter promptly. If the Council has regularly raised and recorded issues with a contractor, made formal requests for improvements, which are not delivered, then there may be a clear basis for either an action for damages or termination.

CPR 1.3

- 10 Section 135 of the Local Government Act 1972 obliges councils to make standing orders for contracts for the supply of goods and materials and the execution of works entered into by the Council or on behalf of the Council. The Act requires that the standing orders must include provisions for securing competition for such contracts and must also regulate the way in which tenders are invited. The Act allows for exemptions from the obligation to tender out below a specified threshold and where exemptions identified in the standing orders apply.

CPR 1.4

- 11 This Purchasing Guide is the guide referred to in CPR 1.4. It provides broader guidelines on the best way to purchase works, supplies (goods) and services.

2 **General Principles – Application and Compliance with Contracts Procedure Rules**

- 2.1 These Contracts Procedure Rules apply to the purchase by or on behalf of the Council of works, supplies (goods) and services.
- 2.2 These Contracts Procedure Rules apply to all contracts including all purchase orders, concessions and contractual arrangements entered into by or on behalf of the Council, except for the specific types of contracts and purchasing methods which are listed in 2.3.
- 2.3 These Contracts Procedure Rules do not apply to:
- 2.3.1 Employment contracts
 - 2.3.2 Contracts relating solely to the purchase or sale of interests in land
 - 2.3.3 Contracts for retention of legal counsel and the appointment of expert witnesses in legal proceedings
 - 2.3.4 Service level agreements setting out the conditions which the Council applies to its funding of particular voluntary sector bodies.

CPR 2.1

- 1 The CPRs apply to all purchasing activities by, undertaken by or on behalf of the Council. The words “works”, “supplies” and “services” are the words used in the EU Rules to define different types of contracts. Put simply, “works” cover construction, refurbishment and other building related works. “Supplies” are all types of goods - from paperclips to photocopiers and vehicles, and “services” cover the full range of services provided or purchased by the Council in its day to day activities. Some contracts can be hybrid arrangements covering works, supplies or services. If this is the case and you are not sure how to define a particular arrangement, please take advice from Legal Services or from the consultant you have employed to assist you with the tendering exercise.

CPR 2.2

- 2 **Words and terms used to describe types of arrangements which are often contracts:** Do not be misled by the label for any particular arrangement. The CPRs apply to all purchasing and contracts except where specific exemptions apply. A lot of purchasing is by way of formal contracts. However, contracts can exist even when the word “contract” is not used. So, for example, **"agreements"**, **"purchase orders"**, **"terms and conditions"** and equipment or vehicle **"leases"** are nearly always a type of purchasing and so are contracts which are subject to the CPRs. (Leases for land or property are not covered by these CPRs – see comment on CPR 2.3.2). Sometimes a formal agreement may be preceded by a "memorandum of understanding" or "heads of terms" but take care that such preliminary documents do not themselves amount to a binding contract.
- 3 Contracts can also be created by words or actions and so it is possible to have a contract without having anything in writing.

Example: Be careful to ensure that a contract is not implied as a result of conversations which you have with potential contractors or exchanges of correspondence (including e-mails) which may be intended to be mere exchanges of views but which could amount to a formal contract.

If, for example, you invite quotes and receive a quote in response, you may create a legal contract if you then ring the contractor and say that you are happy with that quote. A contractor could then rely on the conversation to either oblige the Council to enter into a formal written contract or to sue the Council in the event that the Council decides not to go ahead on that basis, despite those assurances.

- 4 **Concessions** are a specific type of contractual arrangement under which, rather than paying the contractor to deliver a work or service, the Council will grant the contractor the right to exploit an opportunity and receive some or all of its income from third parties. A good example is the operation of catering or leisure facilities where some or all of a contractor's income can come direct from paying members of the public.
- 5 The terms "**service level agreements**" and "**grant**" are particularly problematic and their usage is inconsistent. Do not assume that a service level agreement or grant is not a contract. The term "service level agreement" can be used to describe a specification or technical requirements type document which sets out the level of service required under a contract. It is also sometimes used to describe what is, in practice, a legally binding contract. The same issues apply to arrangements classified as grants.
- 6 **Partnering arrangements:** There have been considerable moves over the last few years toward the concept of working "in partnership" with other public, voluntary and private sector organisations. When the Council is entering into a partnering type arrangement, it may need to follow a tendering process resulting in a formal contract. PLEASE TAKE ADVICE.
- 7 Some "partnering" arrangements – particularly those with other public bodies such as the NHS – are genuine partnering (as opposed to a legal partnership (see below)) involving, for example, the pooling of resources to deliver services. Other arrangements are labelled as partnering arrangements but are in reality, formal contractual arrangements. A common example is the "partnering" approach used for construction contracts. [These set out clear contractual targets with the rewards for reaching those targets being shared between the partners in agreed percentages and the losses for not reaching those targets being shared in agreed percentages. They therefore give a real incentive for the contractor to do well because they will have a financial reward for doing so and a disincentive for performing badly because they will share in any loss ensuing.]
- 8 A formal legal "Partnership" has a specific legal meaning. A legal partnership will be caught by statute and other rules. It is possible to create a legal partnership without intending to do so and this can have significant consequences, as partners usually share both profits and losses arising from the partnership. Great care must be taken when using this term, to ensure that a legal partnership is not implied. Legal Services will have a standard clause to deal with this.
- 9 **Summary:** Wherever an arrangement means that works, supplies and/or services will be provided to the Council, or on behalf of the Council, in return for some sort of "payment" (which could be a monetary payment but could also be something else of value to the recipient), then you need to consider whether or not this is a type of contract and purchasing process which is subject to the CPRs and other Regulatory Provisions listed in CPR4.

CPR 2.3

- 10 The best approach to adopt is to assume that the CPRs will apply to all of the Council's purchasing activities with only very limited exceptions. You must take advice from Legal Services if you are uncertain about whether or not the CPRs apply.
- 11 There are some specified types of contract to which the CPRs do not apply. These are listed in CPR2.3. These are excluded, because it generally does not make practical or legal sense to require a full tendering process for these types of contract. However, these arrangements are subject to other specific requirements.
- 12 **CPR 2.3.1 Employment contracts:** employment opportunities are usually advertised and people are appointed to their posts as a result of a formal appointment process. Employees enter into individual employment contracts with the Council.
- 13 However, contracts involving the purchase of services from individuals – such as consultancy or advisory service contracts – are often not “employment contracts” for the purposes of this exception and are likely to be subject to the CPRs. Similarly, contracts with employment agencies for the provision of temporary staff will be caught by the CPRs.
- 14 **CPR 2.3.2 Contracts relating solely to the transfer of interests in land** (including existing buildings) are generally not caught by the CPR. This includes the purchase or disposal of land by way of a freehold or lease. This will apply to most of the Council's day to day conveyancing and land transactions.
- 15 Take care over development or re-generation type agreements which may, for example, involve a combination of a land transfer by the Council plus a developer providing building work, even if this is not for the Council. These contracts can be caught by the EU Rules as they can be classified as “public works” contracts (see the Roanne case - C-220/05 Jean Auroux and others v. Commune de Roanne). This is a complex area of European law. You must seek advice from Legal Services.
- 16 **CPR 2.3.3 Contracts for the retention of legal counsel and the appointment of expert witnesses in legal proceedings:** Legal Services is responsible for agreeing fees with and appointing legal counsel (barristers) to work on legal issues and for the appointment of expert witnesses.
- 17 **CPR 2.3.4 Service level agreements setting out the conditions which the Council applies to its funding of particular voluntary sector bodies:** in some limited circumstances, funding arrangements for voluntary sector bodies may not be caught by the CPRs. An example of the type of arrangement which may fall within this exception, is low value funding to a voluntary group in order to ensure the continued provision of a critical local service.
18. Take care because some funding arrangements may, in reality, be more like a contract than a simple funding arrangement. The Council must ensure that it obtains appropriate value in respect of all funding and that it is not contravening State Aid, EU Rules or EC Treaty Principles. You need to look carefully at each funding arrangement and consider whether it could be delivered better as a result of a competitive process. A Service Level Agreement is unlikely to be an appropriate method for large scale and/or long term funding.

3 General Principles Applying to All Contracts

- 3.1 All purchases however small shall be evidenced in writing.
- 3.2 Subject to 3.4 below, standard contract clauses shall be used in all contracts of a value of £75,000 or more. The standard contract clauses are issued by the Chief Solicitor and can be found on the Council's share drive at 'H:\share\Procurement\Web Files\Staffnet\Core.doc' for service contracts and the latest edition of standard printed form contracts such as JCT or ICE contracts for works contracts and the Council's standard terms and conditions for supply contracts which can be found in Appendix 1 to the Purchasing Guide. The standard contract clauses must be modified to suit the particular contract in consultation with the Chief Solicitor or other professional advisors.
- 3.3 Subject to 3.4 below, as a minimum, all contracts of a value of £5,000 or more shall include clauses in the format contained in Appendix 1 to the Purchasing Guide or shall set out:
- 3.3.1 The works, supplies (goods), services, material, matters or things to be carried out or supplied and the price to be paid for them
 - 3.3.2 The time within which the contract is to be performed
 - 3.3.3 Quality requirements and/or standards which must be met
 - 3.3.4 Requirements on the contractor to hold and maintain appropriate insurance
 - 3.3.5 What happens in the event that the contractor fails to comply with its contractual obligations (in whole or in part)
 - 3.3.6 Requirements on the contractor to comply with all relevant equalities and health and safety legislation and any other legislation relevant to the contract
 - 3.3.7 That the Council shall be entitled to cancel the contract and recover losses in the event that the contractor does anything improper to influence the Council to give the contractor any contract or commits an offence under the Bribery Act 2010 or s117(2) Local Government Act 1972
 - 3.3.8 That the contract is to be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales
- 3.4 The terms of all information technology contracts for software or support services of a value over £5,000 shall either include clauses in the format contained at Appendix 1 to the Purchasing Guide or be approved by the relevant Chief Officer in consultation with the Information Technology Manager and the Chief Solicitor.
- 3.5 Written contracts shall not include non commercial terms unless these are necessary to achieve best value for the Council or necessary to enable or facilitate the Council's compliance with the public sector equality duty or any duty imposed on it by the Equality Act 2010. In this context, "non commercial" means requirements unrelated to the actual performance of the contract.

- 3.6 All contracts shall include relevant specifications and/or briefs/technical requirements which are prepared taking into account the need for effectiveness of delivery, quality, sustainability and efficiency (as appropriate) and the information set out in the Council's Purchasing Guide.
- 3.7 All contracts which involve a substantial risk to the Council must be subject to a written risk assessment, which should be kept on the contract file.

CPR 3.1

- 1 Because the Council may need to enforce the terms of an agreement, it is important that the terms of the agreement are clearly recorded, and confirmed by the other party. Accordingly, any contract must be evidenced in writing. This does not have to be a formal or lengthy paper contract. It can be a paper contract, signed by both sides, but it can equally be in the form of ordinary correspondence, including emails or faxes rather than hard paper letters, in which one side sets out its requirements and the other side agrees to comply with them.
- 2 A contract in writing can also be created by using the Council's own standard terms and conditions, plus an order form, electronic purchasing where pre-terms and conditions have been pre-agreed or, for example, where a Purchasing Scheme is used so that the terms and conditions have been agreed centrally, (see commentary on CPR 15).
- 3 Please note that if the Council does not make it clear that its own terms and conditions, order forms or contracts apply, then the contractor's terms and conditions may apply to the purchase. This may not be in the Council's best interests.

Example: The Responsible Officer emails a contractor asking them to quote to provide some new software. The software contractor sends its quote back to the Council by post. On the back of the quote are the contractor's own legal terms and conditions. The Responsible Officer accepts the quote, over the telephone and confirms the order by e-mail. A contract has been created in writing. Unless both of the emails from the Responsible Officer made it clear that the Council's terms and conditions apply and the contractor has seen those terms and conditions, it is likely that the contractor's own terms and conditions will apply to that transaction.

CPR 3.2

- 4 To protect the Council's interests, this CPR requires you to use certain standard contract clauses in all contracts over the tendering threshold of £75,000. These can be amended to suit the particular contract in consultation with Legal Services or other professional

advisors. This means that risks are allocated appropriately and that the Council has a remedy in the event of breach of contract.

CPR 3.3

- 5 This CPR either sets out the actual clauses to be used in lower value contracts which are contained in Appendix 1 to this guide or points to the issues which you need to cover in contracts above the specified value. You need to carefully consider the value and complexity of the contract and any potential risks associated with that contract to decide what form of contract and level of detail is appropriate. Where the standard clauses contained in Appendix 1 are not appropriate the other standard clauses mentioned in CPR 3.2 may be used as the starting point for drafting the contract but will need to be amended to accommodate the particular requirements for your contract. This should be checked by the Chief Solicitor or other professional eg consultant surveyors, engineers or architects for work contracts.
- 6 **CPR 3.3.1:** This requires you to describe clearly in the contract what is being purchased and the price which is being paid. The description may cross refer to a more detailed description of the works, supplies or services which could, for example, be attached to the contract by way of an appendix or schedule. If you do not clearly specify what is being purchased, then there is a lot of potential for dispute with contractors about the extent of their obligations to the Council. It is critical for you to know exactly what you will have to pay for the works supplies or services so full terms on all potential costs must be included.
- 7 **CPR 3.3.2:** Be clear about when and for how long the contract is to apply. For example, with the delivery of equipment it would be important to ensure that there is a clause stating when equipment will be delivered and installed. For longer term contracts, you need to be clear about when the obligation to deliver starts and ends.
- 8 **CPR 3.3.3:** Be clear about what level of quality and standards are required. Think about minimum standards required. This should involve discussion with those who are responsible for the purchase.
- 9 **CPR 3.3.4:** All contractors should hold some form of insurance to cover their business liabilities. There are different types of insurance which will apply to different types of purchase. Ensure that there is a clause in the contract stating what type and level of insurance is required. This will link directly to what is being purchased and also the size and nature of the contract. For a very high value contract, higher levels of insurance may be required than for smaller purchases. However, think about the impact of the failure of the contract. A small purchase could have a large impact on the Council and so insurance requirements may well be higher. If you are uncertain about insurance requirements, then please discuss this with the Insurance and Risk Manager.
- 10 **The Responsible Officer should ask for evidence of cover before the start of the contract and during the term of the contract.**

Example: The Council may require a contractor providing a relatively low value contract for the provision of cooked meals direct to users to have higher levels of third party liability insurance than a contractor providing pencils to the Council. This is because the consequences of a faulty product being supplied are likely to be far more significant in a contract involving meals than pencils.

- 11 **CPR 3.3.5:** The contract must explain what happens if there is a failure to meet the Council's requirements under the contract. It is common to have provisions for both a partial failure and a total failure. The implications will vary according to what is being purchased and the nature of those failures. A contract may, for example, just require the

contractor to remedy a failure within a specific time period. If the contractor remedies the failure to the Council's satisfaction, then that may be the only consequence. Failure to remedy to the Council's satisfaction may result in more serious consequences, such as the right to terminate the contract partially or wholly. Think about the practical consequences of failure and the Council's interest in terms of failures and their consequences. In the context of building contracts it is quite common to retain a percentage of the total contract value pending final sign off and approval of the works so that the Council has some real leverage in the event that the work is not delivered to the required standard. Similarly it is becoming more common in service contracts to take either a bond or a money deposit guarantee which both act as security that the services will be performed in line with the contract. If they are not and the Council wishes to terminate the contract the bond or deposit can be utilised to keep the services running (either using external contractors or in house) whilst the contract is re-let.

- 12 **CPR 3.3.6:** Contractors will be subject to their own statutory obligations to comply with both equalities and health & safety legislation. However, the Council may require additional compliance in order to reflect its own statutory obligations, or to pick up specific standards and compliance linked to the subject matter of the contract.
- 13 **CPR 3.3.7:** This is a standard provision entitling the Council to cancel a contract and to recover losses in the event that the contractor is guilty of an offence, such as bribery or corruption or tries to improperly influence a decision.

CPR 3.4

- 14 IT software and support contracts are often (although not always) let on the suppliers own terms so that the Council's standard terms cannot be used. Officers should either use the Council's standard supply terms where these are relevant or ensure that the supplier's terms fully meet the Council's requirements. Where the Council's standard terms are not used, the Contract should be sent to the Chief Solicitor for advice on the supplier's terms. The Chief Officer should then check that the terms issued by the supplier are satisfactory and forward them to the Information Technology Manager for his approval of technical matters.

CPR 3.5

- 15 Ensure that the terms used in the contract are relevant to that contract. Do not include provisions in contracts, which do not relate to the subject matter of the contract. Check the proposed terms and ensure that they are relevant. For example, detailed clauses for circumstances where equipment goes wrong may not be relevant to a contract for training services.

CPR 3.6

- 16 Good quality specifications and/or technical requirements are critical for letting and monitoring a successful contract. A contract which only includes legal terms but does not, clearly describe, what standards are required is of little practical value. Identify these requirements at the start of the purchasing process, so that the standards are clearly described when quotations or tenders are invited for inclusion in the contract and ongoing contract monitoring arrangements.
- 17 Specifications and/or technical requirements need to be "proportionate". This means that for a very simple purchase, the specification could be very simple. E.g. it could in its simplest form amount to the description and quantity of goods required in a purchase order. For more complex purchases, the specification may go into quite a lot of detail. For purchases which are technically demanding, you must address detailed technical and

standards compliance. These documents need to be prepared jointly with officers having specialist knowledge of the purchase who need to be involved as early as possible in the purchasing process.

CPR 3.7

- 18 Even low value contracts may have a significant impact if they go wrong, so it is important to adopt a risk analysis type approach. This is set out in the risk matrix included as "Appendix 2" at the end of this Purchasing Guide.

Example 1: A low value contract for photography services may look initially like a simple arrangement which does not require detailed contract provisions. However, in some circumstances, such a contract may need to include provisions covering the confidentiality of individuals, protection of children and copyright issues and so a fuller form of contract may be appropriate.

Example 2. A contract to set up one stage of a nationally important racing competition event in a town or city may ostensibly be of low financial value, but the difficulties arising from partnership working, reputation risks and even adverse weather, could result in major losses for the Council. The need for careful risk management in the drafting of the contract is correspondingly important.

4 Regulatory Context

- 4.1 All purchasing shall be conducted in accordance with Regulatory Provisions which are:
- 4.1.1 All relevant statutory provisions
 - 4.1.2 The relevant EU Rules and EC Treaty Principles, which are defined in the Council's Purchasing Guide
 - 4.1.3 The Council's Constitution including these Contracts Procedure Rules, the Council's Financial Procedure Rules and Scheme/s of Delegation
 - 4.1.4 The Council's Purchasing Guide and other policies and procedures of the Council as appropriate.
- 4.2 In the event of conflict between the above, the EU Rules will take precedence, followed by UK legislation, then the Council's Constitution, the Council's Purchasing Guide and guidelines, policies and procedures.

CPR 4.1

- 1 This CPR requires purchasing to be conducted in accordance with "Regulatory Provisions". Regulatory provisions are defined in 4.1.1 to 4.1.4 and cover EU and UK law, as well as the Council's own Constitution and this Purchasing Guide. This means that when undertaking purchasing, you need to take into account a wide range of both legally binding provisions and also internal rules and guidance.
- 2 **CPR 4.1.1:** The statutory provisions applying to purchasing will vary according to the purchase being made. Key provisions include Section 17 of the Local Government Act 1988 which prohibits the application of non commercial considerations to the tender process and in particular the selection of contractors, except insofar as is necessary to secure the achievement of best value or to enable or facilitate the Council's compliance

with the public sector equality duty or any duty imposed on it by the Equality Act 2010. In that context, non commercial considerations include, for example, the contractor's terms and conditions of employment, business activities and interests of contractors in the Government's defence or foreign policy and the conduct of contractors in industrial disputes. Please ask for advice on non commercial considerations for any tendered contract

- 3 **CPR 4.1.2:** The term "EU Rules" in the context of these CPRs means the Public Contracts Regulations 2006 (Statutory Instrument 2006/5) (also referred to as the "Regulations") which implement European Directives 2004/18/EC and 89/665/EEC. The EU Rules will affect you if you are making purchases which exceed the EU Threshold Values set out in CPR 7.4. You MUST seek assistance in these cases.

In certain, limited, circumstances the Council may be classified as acting in the capacity of a "utility". This could occur where the Council is delivering or running certain types of water, energy, transport or telecoms services. Practical examples may include the running of an airport or operation of a tramway or the production of drinking water or, in certain circumstances, undertaking land drainage works. In this case the Utilities Contracts Regulations 2006 (Statutory Instrument 2006/6) which implements European Directives 2004/17/EC and 92/13/EC apply. These CPRs do not cover the rules applying to activities caught by the Utilities Regulations. If you are uncertain about the application of these provisions you must take advice from Legal Services.

- 4 The reference to "EC Treaty Principles" mean those principles derived from the EC Treaty 1957 which apply to all purchasing by the Council. These EC Treaty Principles require the Council to ensure that it acts in a way which is open and transparent, ensures equal treatment of all contractors, and permits appropriate competition.

Example: When you invite quotes or tenders, do not act in a way that favours local contractors over contractors from elsewhere in the European Union. All contractors must have the same opportunities and receive the same treatment.

- 5 The EU Rules do not apply to all contracts, but they do apply to most contracts above the specified EU Threshold financial values which are set out in CPR 7.5. For purchases caught by the EU Rules or where you are uncertain whether or not the EU Rules apply you must take advice from Legal Services.
- 6 **CPR 4.1.3:** You need to understand how the Council's Constitution, Financial Procedure Rules and Scheme(s) of Delegation, as they apply to purchasing, interact with these CPRs.

CPR 4.2

- 7 If there is a conflict between the different sets of Regulatory Provisions, then there is a "hierarchy" application. EU Rules will always take precedence. Where UK legislation seems to conflict with EU Rules their interpretation will apply rather than the UK legislation. All legislation will take precedence over the Council's Constitution, which are the internal rules of the authority. This could occur for instance where the EU or UK laws change and have an affect on what is in the Contracts Procedure Rules. If you are uncertain about these issues then you must contact Legal Services.

5 Responsibilities of Chief Officers and Responsible Officers

- 5.1 Each Chief Officer shall:
- 5.1.1 be responsible for the purchasing undertaken by his/her Service.
 - 5.1.2 be accountable to the Executive for the performance of his/her duties in relation to purchasing
 - 5.1.3 comply with the Council's decision making processes including, where appropriate, implementing and operating a Scheme/s of Delegation
 - 5.1.4 appoint a Responsible Officer in writing who shall be an authorised signatory (see 5.2 below)
 - 5.1.5 take immediate action in the event of breach of these Contracts Procedure Rules.
- 5.2 A Responsible Officer is an officer with responsibility for conducting purchasing processes for the purchase of works, supplies (goods) or services on behalf of the Council who has been authorised in writing by a Chief Officer to carry out those procurement tasks which the Chief Officer has authority to perform in accordance with the Council's Scheme of Delegations in Part 3 of the Constitution.
- 5.3 A Responsible Officer's duties in respect of purchasing are to ensure:
- 5.3.1 compliance with all Regulatory Provisions and integrity of the tender process
 - 5.3.2 compliance with the relevant statutory provisions and the Council's requirements relating to declarations of interest affecting any purchasing process
 - 5.3.3 that there is an appropriate analysis of the requirement, timescales, procedure and documentation to be used
 - 5.3.4 the purchasing process, from planning to delivery incorporates (where appropriate) principles of sustainability, efficiency, whole life costs and cost savings
 - 5.3.5 compliance with the Council's decision making processes
 - 5.3.6 that all contracts of a value of £20,000 or more are included on the Council's Contract Register
 - 5.3.7 that proper records of all contract award procedures, waivers, exemptions and extensions are maintained, with separate files for each purchase of a value of £20,000 or more
 - 5.3.8 that value for money is achieved
 - 5.3.9 that adequate and appropriate security (such as a bond or guarantee) is taken to protect the Council in the event of non-performance as deemed necessary.

5.3.10 that risk assessments are undertaken in respect of all contracts and where there is a significant risk identified a written risk assessment is carried out and kept on the contract file.

5.4 In considering how best to procure works, supplies and services Chief Officers and/or Responsible Officers (as appropriate in the context) shall take into account wider contractual delivery opportunities and purchasing methods including the use of Purchasing Schemes and e-procurement/purchasing methods, and the availability of local authority charging and trading powers under the Local Government Act 2003.

5.5 It is a disciplinary offence to fail to comply with these Contracts Procedure Rules and the Council's Purchasing Guide. All employees have a duty to report breaches of Contracts Procedure Rules to the relevant Chief Officer, the Council's Chief Internal Auditor and the Monitoring Officer.

5.6 Any officer or Member who suspects any misconduct or corruption in relation to the purchase by or on behalf of the Council of works, supplies (goods) and services must immediately report that suspicion to the Chief Executive, Director of Finance, Monitoring Officer or to the Council's Chief Internal Auditor in accordance with the Council's Confidential Reporting Code.

CPR 5

1 The Chief Officer has overall responsibility for the purchasing processes undertaken by, or on behalf of his or her Service. The Chief Officer is responsible for ensuring compliance as set out in CPR 5.1.

2 **CPR 5.1.3:** The Council's Scheme of Delegations to Officers is contained in Part 3 of the Constitution "Functions Delegated to Officers". Rule 1.1 sets out the basic principle that all Chief Officers are authorised to carry out routine procurement subject to the CPRs which is within an approved budget. Under rule 2.6 of the Scheme of Delegations Chief Officers may designate the appropriate "Responsible Officer" in writing for the purposes of each procurement exercise and indicate the extent of their powers to act.

In practice this means that:

- All quotations (ie where the entire contract value is under £75,000) which are within an approved budget can be undertaken and completed by officers in accordance with the CPR.
- In respect of all tenders for service/supply contract which are not valued above the relevant EU threshold and for works contracts valued at under the EU service/supply threshold which also have (in all cases) an approved budget, the process up to and including the award of contract can be carried out by officers in accordance with CPR.
- For all service/supply contracts valued at over the relevant EU threshold and works contracts valued at over the EU service/supply threshold **unless the contract is a lower value or a simple/routine contract**, the Executive/Council have to authorise the OJ/Contract Notice, the procedure to be followed and details of the competition including the award criteria. Officers can then carry out the selection stage of Contractors who will be invited to tender, reporting back to the Executive/Council for the award of the contract in accordance with CPR.
The exception mentioned above is for lower value or simple/routine contracts which include those contracts which are only EU contracts by virtue of the aggregation rules.

Example: The Council has let a contract for the supply of £100,000 cardiovascular equipment. In the same financial year it wishes to place a second order for £50,000 more equipment which was not provided for in the original contract. Due to the aggregation rules this £50,000 contract is treated as if it were aggregated with the £100,000 contract even though the two are actually being let separately i.e it is a lower value simple purchase contract which will be subject to the EU rules. Such a contract would fall within this exception and therefore not need to go to members for approval.

You may need to take advice from Legal Services on when the aggregation rules apply.

Example: The Council has a requirement for dog warden services over four years valued at £35,000 pa. This is a routine contract which would fall within the exception as it is only just above the EU services threshold and is therefore a lower value EU Contract.

If you are in doubt whether your contract falls within the exception you should apply to the Chief Executive in consultation with the Monitoring Officer for advice and their decision.

You are strongly advised to ensure that members are kept fully apprised of contracts having a public profile or which they are likely to have a particular interest in (either because they impact on their ward or area of responsibility on a board or because they are a portfolio member). E.g even though the contract for the Council's publication Here & Now may not be above the relevant threshold for members to award the contract, as it is a contract which is likely to be of particular interest to members, it would be advisable for them to be fully aware of the decision and to endorse it. There are a number of ways in which this could be achieved:

- The Chief Officer may decide to voluntarily put up a report to members for a decision even though this is not a requirement of the Contracts Procedure Rules;
- In other cases the Chief Officer may decide to have a standing item on their board agenda to update members on the letting of contracts which are likely to be of interest to members;
- Lastly they may decide to talk to relevant members informally so that there is a proper awareness of which contracts are being let and who the successful contractor is.

The method of communication will be left to the Chief Officers discretion. There is a clear expectation that members should be aware of the letting of contracts which have a public interface regardless of contract value.

- 3 **CPR 5.1.5:** Upon becoming aware of a breach of regulatory provisions (including the Contracts Procedure Rules) a Chief Officer must take immediate action. A failure to take immediate action may result in a purchasing process continuing in breach of the Regulatory Provisions, explained in CPR 4. This could have unwelcome practical, financial and legal consequences for the Council.

If an officer or Member becomes aware of a breach, or a suspected breach, of the Council's Contracts Procedure Rules then he or she must report the matter immediately to the Council's Chief Internal Auditor and Monitoring Officer to ensure that appropriate steps are taken to address the breach or potential breach.

CPR 5.2

- 4 The Responsible Officer is appointed by the relevant Chief Officer. The Responsible Officer's duties are set out in **CPR 5.3**.

CPR 5.3

5 **CPR 5.3.1:** The Regulatory Provisions are explained at CPR 4. In addition to the specific Regulatory Provisions, Chief Officers must ensure that the tender process is conducted in a way which complies with all the requirements of the Contracts Procedure Rules and in a manner which is open and transparent and ensures equality of treatment and opportunity to all participants.

6 **CPR 5.3.2:** Due attention must be made to the requirements in respect of declarations of interests, affecting both Members and officers in respect of purchasing. In the case of Members, the requirements of the Code of Conduct would include:

- Registering any contracts which they or companies with which they are associated have with the Council for goods, services or works;
- Declaring any personal interest which they may have in any contract which is under consideration, and to withdraw from consideration of any contract in which they have a prejudicial interest;
- Not using their position as a Member improperly to seek to confer an advantage or disadvantage on any person or to compromise or seek to compromise the impartiality of any officer;
- Only authorising the use of Council resources, to act in accordance with the Council's requirements;
- Preventing Members from corruptly soliciting or accepting any gift or advantage for doing or forbearing to do anything as a Member.

In the case of officers, such requirements would include:

- To disclose to the Council any interest which they may have in any contract which the Council has entered or proposes to enter into under Section 117 of the Local Government Act 1972;
- To act in the best interests of the Council and not to participate in any matter in which they have a private interest in accordance with their contracts of employment;
- Preventing officers from corruptly soliciting or accepting any gift or advantage for doing or forbearing to do anything as an officer of the Council.

6 **CPR 5.3.3:** The purchasing process must be planned properly so that timescales are reasonable; all those involved know and understand what procedure and documents are to be used and the levels of resource and timescales are understood. A failure to analyse and provide for these requirements can result in poor procurement practice and a failure to deliver purchasing to meet the Council's requirements.

Example: Purchases may require approval within a service or at Executive or full Council level. This approval may require the provision of documentation in advance of that consideration and so this needs to be factored into the overall procurement timescale and project planning.

8 **CPR 5.3.4:** See comment on CPR 1.2.

9 **CPR 5.3.5:** The Council's decision making processes must be factored into the overall planning.

10 **CPR 5.3.6:** The Council's contract register should include all details of contracts valued at £20,000 or more and a contract database record should be maintained for each contract. This should include the name of the contractor, the price and a brief description of the supply service or works, including, in all cases, the CPV code (European Common Procurement Vocabulary) for the contract.

The contracts register ensures that the Council has clear records of contracts awarded and that no particular contractor has been unfairly treated or favoured. Some councils are now using on line tendering systems, which include contract register systems and information

which is then made publicly available. This helps to demonstrate transparency in purchasing processes.

- 11 **CPR 5.3.7:** Proper records of contracts and award procedures must be maintained including the reasons for selecting prospective tenderers onto the select list. This does not necessarily require a very detailed explanation, but it does require records to be maintained in writing and to be easily retrievable should they need to be consulted.
- 12 **CPR 5.3.8:** Value for money is a balance of quality, price and delivery and does not mean that the contract will necessarily be awarded on the basis of the lowest cost to the Council. Directors and Responsible Officers should note the requirement for “active” contract monitoring. It is only by active and ongoing participation in contract monitoring that the Council can ensure that contracts continue to represent good value and meet the Council’s requirements. This can help drive through efficiency savings and improvements, and ensure that poor contract performance can be addressed promptly.
- 13 **CPR 5.3.9:** Contract provisions should include arrangements for mechanisms to be employed in the event of poor performance (see commentary at CPR 3.3.5).
- 14 In addition to contract provisions, it may also be appropriate (depending upon the nature of the purchase), to include requirements such as provision of a parent company guarantee or some form of bond. The appropriate levels of "security" documents will depend upon the purchase being made and also the financial standing of the contractor. Advice should be sought from the Council’s Financial Services when considering additional forms of security, such as bonds or guarantees.

Example: if the Council is concerned about the ability of a contractor to honour its obligations in the event of poor performance and that contractor is a company falling within a larger company structure, then it may be appropriate to seek a form of parent company guarantee from the parent company. Similarly, in large services or works contracts, it is quite common to have some form of bond which provides a direct payment to the Council, in the event of failure to deliver to the contract standard.

CPR 5.4

- 15 Chief Officers and Responsible Officers (as appropriate) need to think carefully about the best way in which purchases are made. For example, in some circumstances it may make sense to use one of the Purchasing Schemes, identified in CPR 15. It may also prove better value for money to use e-Procurement or other e-purchasing methods.
- 16 Chief Officers and Responsible Officers (as appropriate) need to carry out sufficient analysis and understanding of the market to enable the Council to best select the potential contractors. For certain types of contract, (for example high value and/or long term), it may be appropriate to undertake market research and pre-purchasing enquiries to establish who may be best placed to deliver the requirements and which route will best meet the Council’s needs. Market sounding or pre purchasing enquiries must not result in the Council favouring a particular supplier in breach of the EU Rules or EC Treaty Principles.

CPR 5.5

- 17 It may be a disciplinary offence for any officer to fail to comply with the CPRs and the Council’s Purchasing Guide. All employees have a personal obligation under the CPRs to report breaches of Contracts Procedure Rules. Failure to report a breach or suspected breach may also amount to a disciplinary offence. Equally, any failure by a Member to comply with the CPRs and the Council’s Purchasing Guide may amount to a breach of the Code of Conduct for Members.

CPR 5.6

18. Failure by an officer or a Member to report suspected corruption can itself amount to a disciplinary offence for an officer, or a failure to comply with the Code of Conduct for Members.

6 Scheme/s of Delegation

- 6.1 Council purchasing may only be undertaken by Chief Officers or by an officer authorised in writing by a Chief Officer to exercise powers on his/her behalf in accordance with the Council's Scheme of Delegations in Part 3 of the Constitution. Chief Officers may only authorise other officers to undertake purchasing who have the appropriate skills and knowledge for the task.
- 6.2 Officers shall, where appropriate, be informed by their Chief Officer in the written instrument appointing them of the extent of any delegated authority and applicable financial thresholds.

CPR 6.1

- 1 Officers who make purchases may only carry out tasks that are properly delegated to them. If you act in good faith and within the powers delegated to you, any consequential liability accrues to the Council as your employer and not to you as an individual. But if you act outside the powers that have been delegated to you, you act as an individual, not as agent for the Council, and the Council is not necessarily bound by your actions. You can then incur personal liability to the Council and to the contractor for any loss which they may suffer.
- 2 The Council's Scheme of Delegation is set out in part 3 of the Constitution "Functions delegated to Officers" . Procurement is specifically dealt with in rule 1.1 for Chief Officers and rule 2.6 allows Chief Officers to delegate particular procurement tasks which they themselves had power to undertake to other officers known as "Responsible Officers" (see note to CPR 5.1.3 for more detailed explanation of what this means in practice).

7 Financial Thresholds and Procedures

- 7.1 The table below sets out the general rules applying to the choice of purchasing procedure for contracts at the stated threshold values.
- 7.2 There is a general presumption in favour of competition. Wherever possible, contract opportunities should be advertised by way of a public notice. The Council must consider the potential effect of a contract on interstate trade (at a European level). If a contract may be of interest to contractors from other member states then this may result in a need to advertise in a manner which ensures that potential contractors from other member states are aware of the opportunity, even for small value contracts or contracts under the EU Threshold levels outlined below.
- 7.3 The public notice referred to at 7.2 may take the form of a notice or advertisement in an electronic or paper format, on an easily accessible website or other electronic media and/or in the press, trade journals or Official Journal of the European Union (“OJ”) (as appropriate). The Responsible Officer may choose to place one or more public notices in different media.
- 7.4 Table setting out financial thresholds and procedures.

Total value £	Type of contract	Procedure to be used
Up to but not including £5,000	works, supplies and services	At least one quote in advance
5,000 up to but not including 100,000	works, supplies and services	At least three written quotes in advance
100,000 up to but not including 189,330**	works, supplies and services	At least three written tenders in advance, following advertisement by public notice
189,330** plus **EU Threshold for supplies and services	supplies and services	EU Rules apply – full competitive process following advertisement in the OJ for supplies and Part A* services. Members to approve process in advance (CPR 8.1). For Part B* services reduced requirements apply under the EU Rules but there is a presumption in favour of advertising and a competitive process. Members to approve process in advance (CPR 8.1).
189,330 up to but not including 4,733,252**	works	Full competitive process with tenders following advertisement by public notice. Members to approve process in advance (CPR 8.1).
4,733,252** plus **EU Threshold for works	works	EU Rules apply – full competitive process with tenders following OJ advertisement. Members to approve process in advance (CPR 8.1).

* For the purposes of the EU Rules services are divided into two types and the EU Rules apply to a different degree. Responsible Officers should act cautiously and seek advice when considering the procedure to be used and application of the EU Rules to services contracts
** or relevant threshold in force at the time under the EU Rules

- 7.5 Where contracts are of a type and value which means that they are subject to the EU Rules then there are four main types of EU procedures available. These are the open, restricted, competitive dialogue and competitive negotiated procedures. Care must be taken to ensure that the correct and most appropriate procedure is used and assistance on the choice and use of EU procedure should be sought from Legal Services.

CPR 7.1

- 1 The table at CPR 7.4 sets out a number of thresholds and the purchasing procedures to be used at each of the threshold levels specified. The Council needs to ensure there is appropriate competition for its purchasing, both to comply with statutory requirements, but also in order to demonstrate that it is achieving best value. The table identifies different thresholds because it is also important to ensure that the process undertaken is proportionate to the purchase. Thus, for example, it may be inappropriate to run a more complex tender process of the type provided for by the EU Rules for a small scale, low value purchase.
- 2 As is noted in CPR 7.2, there is a general presumption in favour of competition and so wherever possible, contract opportunities should be advertised by way of some form of public notice. It should be noted that EC Treaty Principles mean that even if a contract is relatively small, if it is of potential interest to contractors from other member states (and this is possible in most situations), then the Council must consider advertising in a manner which ensures that potential contractors from other member states are aware of the opportunity and have a chance to apply to deliver these services. This requirement may be satisfied, for example, by advertising on a website, (either the Council's own website or, for example, the south east business portal) which ensures that contractors from other member states have a chance to search for and so be aware of contract opportunities offered by the Council.
- 3 The EU Threshold levels set out in 7.4 are fixed for 2 year periods. The current levels of £189,330 for supplies and services contracts and £4,733,252 for works contracts will apply until 31 December 2021. The EU Thresholds will then be recalculated by reference to exchange rates at that date.

CPR 7.2

- 4 Whilst there is a general presumption in favour of competition, there will be some circumstances where a competition will not be undertaken for a new contract. These are outlined in CPR 13. All of those involved in the purchasing process must bear in mind that these are genuinely exceptional circumstances and so where a competitive process is not used, then this needs to be clearly evidenced and appropriate approvals obtained in advance.

CPR 7.3

- 5 Public notices for quotes or tenders can take a number of different formats, but the general principle is that they should be easily accessible and easily understood. Whilst paper format, for example an advert in the press or trade journals, may be appropriate, increasingly it is important to ensure that opportunities are made available electronically on an easily accessible website, or other electronic media.
- 6 If an advertisement is to be placed in the Official Journal of the European Union (OJ), then that requires a standard format to be adopted and submitted electronically. If an OJ advertisement is being used, then an advertisement may not be placed for the same contract in any other media until the advertisement has been dispatched to the OJ and the advert must not contain additional information.

CPR 7.4

- 7 As explained above, the procedures to be used tie in with the estimated value of the contract. For contracts under £5,000 it is normally appropriate to award a contract following

receipt of just a written quote. For purchasing at this level, it is quite likely that one of the Purchasing Schemes referred to in CPR 15 may be more appropriate and deliver better overall value to the Council. The Council's basic requirements and principles as outlined in CPR 1 must be complied with, so that even when only a single quote is sought, resources are used efficiently and principles of sustainability, efficiency, whole life costings and costs savings are incorporated, where appropriate, into the process.

- 8 For contracts up to but not including £75,000, it is acceptable to undertake a process involving obtaining quotes, rather than formal written tenders, but serious consideration should be given to the requirement for a public advertisement (see commentary on CPR 7.1).
- 9 For a contract at or in excess of £75,000, you are required to ensure that written tenders are provided in advance, following an advertisement by way of public notice. Written tenders will usually be submitted by contractors in response to an invitation to tender, issued by the Council. Written invitations to tender will generally include relevant specifications and briefs of the technical requirements, the contract terms to be used and instructions on the conduct of the procurement process itself, including timescales for responses.
- 10 For contracts of a type and value caught by the EU Rules, much more detailed provisions apply. The EU Threshold for supplies and services contracts and for works contracts differ significantly. The supplies and services threshold is much lower than the threshold for works contracts.
- 11 The Council has chosen to set its own threshold requiring a full competitive purchasing process for works contracts at the contract value which exceeds the EU Threshold for supplies and services contracts.
- 12 Under the EU Rules there are two types of service contracts. Part A contracts are listed in [Schedule 3, Part A of the Regulations](#). For these type of contracts, *all* of the EU Rules will apply if the contract value is over the threshold. This includes the obligation to advertise in the OJ, follow the detailed EU Rules relating to selection and evaluation processes including the requirement to publish the award criteria and weightings in advance, as well as the requirement to comply with statutory timescales.
- 13 Part B services are listed in [Schedule 3, Part B of the Regulations](#). For these types of contracts, there is no obligation to advertise in the OJ or to follow most of the detailed EU Rules, but there is a presumption in favour of advertising and a competitive process. There are also obligations under the EU Rules to ensure that specifications and technical requirements are defined in a non discriminatory way and to publish an advertisement in the OJ, once the contract has been awarded. Please seek advice from the Legal Services when dealing with any contract which may, or does, fall within the EU Rules including service contracts for Part B services.
- 14 Contracts often involve a mix of works, supplies and services i.e. hybrid contracts. Where the contract is a mixed contract and is of a value which means that it may fall within the EU Rules, then great care needs to be taken in calculating the potential value of the contract to establish whether or not the EU Rules apply. (See notes on calculating the contract value at CPR 9). If you are in any doubt as to whether or not the EU Rules apply, then seek advice from Legal Services.

CPR 7.5

- 15 There are four main types of competitive procedures available for contracts which are caught by the EU Rules. These all involve advertising in the OJ. The open and restricted

procedures are the procedures which the Council will generally use for all purchasing which is caught by the EU Rules.

- 16 **Open Procedure:** This involves accepting applications and tenders from all interested parties. Full contract and specification documents are issued to all applicants and there is no opportunity to negotiate.
- 17 **Restricted Procedure:** This procedure allows the Council to restrict the number of applicants (tenderers) to whom it issues an invitation to tender. The Council is permitted to shortlist applicants responding to the OJ advertisement using specified short-listing criteria. The Council can then issue an invitation to tender to the shortlisted tenderers. The invitation to tender will include the full contract specification and technical requirements, as well as the contract terms. The Council is not permitted to negotiate with the tenderers.
- 18 **Competitive Dialogue and Competitive Negotiated Procedures:** In exceptional circumstances, the Council may use the competitive dialogue, or competitive negotiated procedures. These procedures are only appropriate in the context of complex projects*. In practice, the competitive negotiated procedure will rarely be available for the Council to use. A decision to use a competitive dialogue or competitive negotiated procedure can only be taken after consultation with the Council's Monitoring Officer and following approval from the Executive or Council.

*The Regulations do not state whether the competitive dialogue procedure or the competitive negotiated procedure should be used of preference. However, the competitive dialogue procedure has been introduced to provide a clearly structured process for use in the context of complex projects. One of the main reasons for its introduction was to address major concerns at a European level relating to the over use of the competitive negotiated procedure – which was only intended for use in genuinely exceptional circumstances. There was a particular reservation about the extent to which authorities were negotiating with a single bidder towards the end of the procurement process. This was regarded as potentially anti competitive. These concerns led to the introduction of the competitive dialogue which provides for structured negotiations with bidders but little room for further discussion once final tenders are submitted.

Both the European Commission and the UK's Office of Government Commerce have made it clear in their notes/guidance on use of the competitive dialogue that it should be used in preference to the competitive negotiated procedure. The OGC has indicated that the competitive negotiated procedure may only be used in truly exceptional circumstances and has provided the development of the London Underground as an example. Competitive dialogue is now being used as the standard procedure in most PFI, PPP and complex outsourcing projects.

The circumstances where a contracting authority can use the competitive negotiated procedure without prior publication of a contract notice were clarified in January 2008. The regulations now allow use of this procedure where a competitive dialogue has been discontinued because none of the bids received is compliant or satisfactory following evaluation.

- 19 **PIN:** The Council has the option to file a PIN (Prior Information Notice) and if it does so then in certain circumstances it may reduce some of the statutory timescales under the Rules. In respect of supplies and services contracts, a PIN should be published as soon as possible after the commencement of each financial year. The PIN should contain details of supply and services contracts for which the Council expects to seek tenders during the forthcoming 12 months.

For works contracts, a PIN should be issued as soon as possible after the decision approving the planning of a work or works which exceeds the relevant threshold.

If the Council does decide to publish a PIN then the standard PIN form should be used. Standard forms are accessible through the European Commission's website: <http://simap.eu.int/> or <http://www.bipsolutions.com/html/ecdirectives.htm>

8 Financial Thresholds and Processes Applying to Approval and Execution of Contracts

- 8.1 For Service and Supply (goods) contracts valued at or over the EU threshold (in force at the time) and for works contracts which are valued at or over the EU services/supply threshold (in force at the time) the choice of procedure to be used and the decision to proceed to advertisement must be authorised by the Executive in advance SUBJECT TO an exception for simple or routine lower value contracts where officers may apply to the Chief Executive in consultation with the Monitoring Officer to authorise the choice of procedure and decision to advertise subject to such exception being fully documented and complying with the EU rules. Guidance on the type of simple or routine lower value contracts which may be caught by this exception from the need to seek Executive approval are set out in the Council's Purchasing Guide.
- 8.2 When a decision is made to award a contract then the Responsible Officer must, in addition to complying with his/her general obligations under these Contracts Procedure Rules ensure, in particular, that:
- 8.2.1 the appropriate approvals have been obtained to authorise that decision (see rules 12.4 and 12.5 below); and
- 8.2.2 where appropriate, a standstill period complying with the EU Rules is incorporated into the final award process.
- 8.3 Any contracts valued at £75,000 or above shall be executed as a deed. Officers with the appropriate delegated authority may sign other contracts. £10,000 shall be the threshold for the purposes of Regulation 8 of the Local Authority (Executive Arrangements) (Modification of Enactments and Further Provisions) (England) Order 2001.
- 8.4 Electronic signatures may be used in accordance with the Electronic Signature Regulations 2002 provided the sufficiency of security arrangements has been approved by the Council's Information Technology Manager.

CPR 8.1

- 1 For all service/supply contracts valued at over the relevant EU threshold and for works contracts valued at over the EU service/supply threshold unless the contract is a simple or routine lower value contract the Executive/Council have to authorise the OJ/Contract Notice, the procedure to be followed and details of the competition including the award criteria. The exception to this is for simple or routine lower value contracts which include those contracts which are only EU contracts by virtue of the aggregation rules or which are just above the EU threshold. Even though the rules do not require members to take the decision where the exception applies, officers should carefully consider whether members should be appraised of the particular contract. They may wish to discuss contracts with members informally or take an information item to the relevant board or to Cabinet to ensure that members are kept informed of contracts which are likely to be of interest to them or which have a public interface such as a contract for new equipment at the Leisure Centres or for a public survey to be carried out.

Example 1	The Council has let a contract for the supply of £100,000 computer equipment. In the same financial year it wishes to place a second order for £50,000 more equipment which was not provided for under the original contract. Due to the aggregation rules this £50,000 contract is treated as if it were aggregated with the £100,000 contract even though the two are actually being let separately i.e it is a lower value simple purchase contract which will be subject to the EU rules. Such a contract would fall within this exception so that the Chief Executive in consultation with the Monitoring Officer could authorise the advertisement and the procedure to be followed in compliance with EU rules.
Example 2	The Council has a requirement for pest control services over four years valued at £35,000 pa. This is a routine contract which would fall within the exception as it is only just above the EU services threshold and is therefore a routine lower value EU contract which would be subject to the Exception.

CPR 8.2.2

- 2 Where contracts are subject to the specific requirement under the EU Rules to advertise in the OJ, then Regulation 30 requires the Council to include a standstill period once it has decided on a successful contractor. The Council is required to write to all of the candidates and tenderers in the process notifying them of its decision and including specified information. The Council may enter into the contract with the successful contractor, only after a period of 10 days has passed and only then, if there has been no formal challenge of the Council's award decision. The provisions of Regulation 30 are quite complex. Correspondence with the candidates and tenderers and timescales must comply with the Regulations. You MUST take advice from Legal Services on this point.

CPR 8.3

- 3 Where a local authority contract is at or above the threshold value of £10,000 but below £75,000, the contract must be signed by two persons on behalf of the Council, at least one of whom must be an officer, or the contract can be under seal. This means that a Member cannot enter into a major contract on behalf of the Council without the countersignature of an officer.

These CPRs require that all contracts at or over the specified threshold value of £75,000 will be under seal, and that the seal must be witnessed by or on behalf of the Chief Solicitor, Chief Executive or Central Services Director. For ceremonial purposes, the seal can also be countersigned by a Member of the Council in addition to the signature of the Chief Solicitor/Chief Executive or Central Services Director, if that is felt appropriate.

CPR 8.4

- 4 Helpful guidance on the Electronic Signature Regulations is available at www.dti.gov.uk

9 Calculating the Contract Value

- 9.1 The starting point for calculating the contract value for the purposes of these Contracts Procedure Rules is that the contract value shall be the genuine pre-estimate of the value of the entire contract excluding Value Added Tax. This includes all payments to be made, or potentially to be made, under the entirety of the contract and for the whole of the predicted contract period (including proposed extensions and options). Where the contract is a rolling contract which does not specify a contract period or an end date, the contract period shall notionally be taken to be 4 years for the purpose of calculating the contract value to apply these Contracts Procedure Rules.
- 9.2 There shall be no artificial splitting of a contract to avoid the application of the provisions of the EU Rules and/or these Contracts Procedure Rules.
- 9.3 The EU Rules can cover contracts which are below the stated EU threshold where they constitute repeat purchases and/or purchases of a similar type in a specified period. Responsible Officers should therefore seek advice on the application of the EU Rules where they envisage that they may require repeat purchases and/or purchases of a similar type.

CPR 9.1

- 1 The estimated contract value is the entire contract value. In practice, this means you need to take into account all of the actual, or potential, payments to be made under the contract, during the whole life of the contract.

Examples: For the purchase of equipment you should take into account the actual and likely costs of:

- The initial purchase (including cost of purchase if it is funded by way of a lease);
- Installation;
- Servicing for the entire contract period;
- Training and other support for the entire contract period; and
- Consumables for the entire contract period.

For the carrying out of cleaning services you should take into account the actual and likely costs of

- The annual cost of providing the service multiplied by the number of years of the contract INCLUDING possible extensions allowed for in the contract;
- Possible inflation uplifts during the contract period.

- 2 You must take into account the entire contract period. If the contract is for an initial period of, for example, 3 years but there is an option to extend for a further 2 years, then the value of the contract should be the total potential 5 year period and not just the initial 3 year period. Similarly, if the contract relates to an initial purchase but there are options to make additional purchases in the future, then the total potential value, including the value of potential additional purchases, must be taken into account, in calculating the value of the contract.
- 3 You should also take into account, using your best genuine estimates, the impact of any inflation value or uplift on the contract. Thus, for example, if the contract allows for a 3%

increase each year and the contract is for up to a 5-year period, then you need to allow for the total value of the contract, including the likely inflation provisions.

- 4 Where there is uncertainty surrounding the potential total contract value, for example, the inflation provisions have not been finally agreed or there are a number of options, then you need to use your best estimate and act cautiously and assume that the higher potential value will apply.
- 5 Where the contract is a rolling or on-going contract which does not specify a contract period or end date but continues until notice to determine it is given, the CPR states that you should treat that contract as if it is a contract for 4 years when calculating the contract value for the purposes of these Contracts Procedure Rules.

CPR 9.2

- 6 It is very important to ensure there is no artificial splitting of a contract to avoid either the application of the EU Rules, or the CPRs. Whilst there may be genuine reasons why the Council's requirements may be split into various contracts, under the EU Rules there are specific provisions which prevent this being done with the intention of avoiding those EU Rules. In this context, it is also important to understand that if the Council requires repeat purchases of the same or similar items, services or works, then you may have to take into account all of those potential requirements for all Council Services in order to establish whether or not the EU Procurement Rules apply.

Example: The Council knows that it is going to purchase a number of PCs in the next 12 months. It is clear what its requirement is immediately, but it has also budgeted for ongoing purchases over the next 12 months, which take the potential value of the contract over the EU threshold for supplies. In these circumstances, the Council will need to ensure that the purchase is advertised in the OJ and follow the EU Rules.

- 7 The detailed EU Rules on calculating the value of the contract are in place to ensure that the EU Rules are not avoided, due to the inappropriate splitting of contracts. If it is possible that the Council as a whole may have repeated requirements for the same or similar items, services or works, then you must discuss this with Legal Services.
- 8 Where there is a requirement for repeated purchases, it may well be that a Purchasing Scheme is a better approach for the Council to adopt. Purchasing Schemes such as a centrally organised framework arrangement run by a central purchasing body should ensure that the EU Rules have already been satisfied, so there is no ongoing obligation to advertise in the OJ or elsewhere each time a requirement arises. This may well represent better overall value to the Council.

10 Principles Underlying Tendering Processes and Tender Evaluation

10.1 All tendering procedures (including obtaining quotes), from planning to contract award and signature, shall be undertaken in a manner so as to ensure:

10.1.1 Sufficient time is given to plan and run the process

10.1.2 Equal opportunity and equal treatment

10.1.3 Openness and transparency

10.1.4 Probity

10.1.5 Outcomes which deliver sustainability, equality, efficiency and cost savings (where appropriate).

CPR 10

- 1 Pre-planning is critical for all purchasing. All purchasing procedures (both through quotes and more formal tendering) must be undertaken in a manner which ensures integrity of the process and within appropriate timescales.
- 2 For purchasing processes subject to the EU Rules, there are statutory timescales which must be followed. These are minimum timescales and should be used as a starting point for planning an appropriate timetable.
- 3 In considering how much time is required, you should allow for preparation time, the amount of time and resources required to draft the relevant technical and legal documents. You also need to take account of internal procedural requirements such as approvals processes as well as appropriate timescales to allow contractors to fully prepare their responses. Different timescales will apply according to the nature and complexity of the purchase being made.
- 4 **CPR 10.1.2:** The EC Treaty Principles apply to **all** purchasing by the Council. This means that all contracts must be let fairly. Councils must not do anything that might prejudice fair and open competition for a contract. The principles require the Council to ensure that there is equal opportunity and equal treatment of all potential contractors through any purchasing exercise. The Council must not unduly favour contractors or applicants from a particular country including favouring applicants from the UK.
- 5 **CPR 10.1.3:** The EC Treaty Principles also require all purchasing processes to be run in an open and transparent manner. This means that the documents being used in the purchasing process should make it clear to all parties participating in the process, what is happening, when and why. All potential contractors should be given an equal opportunity to clarify the Council's requirements and processes.
- 6 **CPR 10.1.4:** Probity means that each purchasing exercise transparently secures the best value for the Council in the public interest, untainted by conflicts of interest, collusion or private advantage.
- 7 **CPR 10.1.5:** See comment above at CPR 1.

11 **Submission and Opening of tenders**

- 11.1 An Invitation to Tender shall be issued by the Council for all contracts over £75,000 and tenders shall be submitted in accordance with the requirements of the Invitation to Tender.
- 11.2 Any tenders received (other than those received electronically, to which 11.3 shall apply) shall be:
- 11.2.1 contained in a plain envelope which is securely sealed and bears the completed tender envelope address label sticker supplied by the Council
 - 11.2.2 free from any distinguishing mark or matter which identifies the sender
 - 11.2.3 kept in a safe place by the Council's Central Services Director
 - 11.2.4 retained unopened until the date and time specified for its opening.
- 11.3 Where the Council has indicated in the Invitation to Tender that a tender can or must be submitted electronically, then those tenders shall be:
- 11.3.1 addressed to the e-mail address as notified in the Invitation to Tender
 - 11.3.2 in the format specified in the Invitation to Tender
 - 11.3.3 stored in a secure mailbox, which requires a code or other appropriate security measure, to open it
 - 11.3.4 retained unopened until the date and time specified for its opening.
- 11.4 No tender received after the time and date specified for its opening shall be accepted or considered by the Council unless the Chief Executive in consultation with the Monitoring Officer is satisfied that there is sufficient evidence of the tender having been dispatched in time for it to have arrived before the closing date and time, or other exceptional circumstances apply and the other tenders have not been opened.
- 11.5 Tenders shall be opened by the Council's Cabinet Member for Finance in the presence of one of the Chief Executive, the Monitoring Officer or the Chief Internal Auditor or their representatives and an immediate record shall be made of tenders received including names and addresses and the date and time of opening.

CPR 11

- 1 Tender processes must be undertaken in an open and transparent way and explained to tenderers so that they understand what you are doing, why and when.
- 2 All contracts over £75,000 must involve a formal advertisement and invitation to tender process. All contracts above the EU Rules thresholds must also comply with the detailed EU Rules applying to the conduct of the tender process. These may differ according to the type of process used.
- 3 The invitation to tender should, as a minimum, include:

- Instructions to tenderers which set out when and how tenders must be submitted, in what format and where queries should be addressed to at the Council.
- The specification/technical details of the subject matter of the contract.
- The contract terms and conditions which will apply.
- The tender evaluation criteria.
- The process for awarding the contract.

4 Invitations to tender should be written in plain language and avoid the overuse of unnecessary technical terms.

5 **CPR 11.2:** All tenderers must be treated in the same way; hence the requirements that the tenders are all presented in a similar manner when submitted to the Council by the tender return date. Tenders are to remain unopened until the date and time specified for opening so that, for example, there is no potential for an early tender to influence the process.

6 **CPR 11.3:** The same reasoning as for CPR 11.2 underlines the provisions relating to electronic submission of tenders.

7 **CPR 11.4:** Late tenders should normally be rejected unless (1) late delivery is a result of actions outside the control of the tenderer or (2) other exceptional circumstances exist which the Council, in exercising reasonable discretion, deems sufficient to allow acceptance. Where a decision is made to accept a late tender, then it is sensible to document the time of receipt of that tender and the reasons why the tender has been accepted.

Practical examples of the sort of circumstances where late tenders may on occasion be accepted include:

- Where the Council's offices were unexpectedly closed at the date specified for receipt of tenders so that tenders could not be delivered on time.
- Particularly severe weather which may have delayed the arrival of a tender sent by courier but where there is clear evidence of dispatch with sufficient time allowed for delivery to comply with the tender return time and date.
- Where a tender has not been received at all but there is genuine and persuasive evidence that the tender was prepared and dispatched on time.

8 **CPR 11.5:** There needs to be a clear audit trail of all tenders received, from whom and when they are opened, to ensure that there is no preferential or unfair treatment.

9 **What happens if tender processes do not go as planned or if there is technical non compliance?** The Council's standard "Invitation to Tender" document should include provisions stating that tenders can be rejected if they are not compliant with the requirements of the Council, including compliance with submission dates, times and format. Where a tender is received which is non compliant because, for example, the envelope is not marked as required, then, subject to any limitations in the Scheme(s) of Delegation, the Responsible Officer (or Chief Officer where appropriate), may exercise some discretion in terms of whether or not that tender is accepted. Similarly, where there is provision for this in the Invitation to Tender, if after undertaking an initial review of the tender documents, the Responsible Officer is of the view that a genuine mistake, such as a mathematical error has been made in the tender, then the Responsible Officer (or Chief Officer where appropriate) may wish to exercise discretion and go back to the affected tenderer to clarify the submission made. This should always be within the accepted practice for dealing with such discrepancies within the terms of the particular contract and method of purchasing. If you wish to exercise this type of discretion, you should ensure that this falls within your

delegated powers. All exercises of discretion should be carefully recorded in writing, including reasons why the discretion was exercised.

- 10 Where tenders are submitted electronically or by other digital media, then the Council should have in place, appropriate systems to ensure that receipt can be clearly recorded to ensure that tender timescales are complied with. Again, the Responsible Officer (or Chief Officer where appropriate) may exercise discretion as to whether or not to receive and accept tenders which are not submitted strictly in accordance with these requirements, although exercise of that discretion, should be exceptional and you should take advice from Legal Services.

12 Evaluation of Quotes and Tenders and award of Contract

- 12.1 All quotes and tenders shall be evaluated in accordance with evaluation criteria notified in advance to those submitting quotes/tenders.
- 12.2 Tenders subject to the EU Rules shall be evaluated in accordance with the EU Rules.
- 12.3 Save in exceptional circumstances approved in advance by the Executive all contracts shall be awarded on the basis of the quote or tender which represents best value for money to the Council and not on the basis of lowest price.
- 12.4 All service supply (goods) or works contracts which are valued below the EU service or supply threshold (in force at the time) may be awarded by the relevant Chief Officer provided that there is an approved budget and the procurement has been conducted in accordance with these Contracts Procedure Rules.
- 12.5 Subject to the exception referred to in this rule all service or supply (goods) contracts valued at or over the relevant EU threshold (in force at the time) and works contracts valued at or over the EU service/supply threshold shall be awarded by the Executive or Council following a report by the relevant Chief Officer(s) on the tenders received or such decision shall be delegated to named officers or officers in consultation with members by the Executive or Council. The exception referred to relates to simple or routine lower value contracts where officers may apply to the Chief Executive in consultation with the Monitoring Officer to determine the award of the Contract provided that the decision is fully documented, complies with the EU rules and has otherwise been conducted in accordance with these Contracts Procedure Rules. Guidance on the type of simple or routine lower value contracts which may be caught by this exception is set out in the Council's Purchasing Guide.

CPR 12.1

- 1 The Council is under a general obligation to ensure that it is open and transparent about its purchasing procedures. This includes how you select the best tender or quote. This general obligation under the EC Treaty Principles applies to all purchasing and contracts – both those subject to the EU Rules and those not caught by those EU Rules.
- 2 "Evaluation criteria" are the criteria which you will use to assess a quote or tender in order to come to a decision on which quote or tender best meets the Council's requirements and so who should be awarded a contract. It is important that you are clear and open with tenderers about what criteria you will use and that both they and you know, in advance, how the Council will assess/mark against the criteria. Where the EU Rules apply to the contract, then you are obliged by law to disclose the tender evaluation criteria in advance (see CPR 12.2).

- 3 This means that for all purchasing, the evaluation criteria must be set out in advance and be provided to the tenderers together with any scoring or assessment scheme which will be used. The criteria and scoring or assessment scheme cannot be changed after they have been provided to the tenderers, so you must be certain that the criteria are robust and the scoring or assessment scheme is appropriate for the particular contract and purchasing process.
- 4 Notification of the criteria and scoring or assessment scheme can be done in a number of ways – depending upon the type of process which you are using. For simple quotes, the evaluation could just be set out in a list in the letter inviting contractors to quote. For more formal processes, it would generally be more appropriate to include this information in the Invitation to Tender document and this may involve a more complex presentation style.
- 5 Specific provisions relating to tender evaluation criteria apply to contracts which are subject to the EU Rules (see commentary on CPR12.2)

CPR 12.2

- 6 The EU Rules have specific provisions applying to tender evaluation criteria. The main legal provisions are at Regulation 30. This section now goes on to explain some of the key provisions of Regulation 30.
- 7 The Council is required to award contracts on the basis of an offer which is either (1) the lowest price or (2) the “most economically advantageous” – which means that other factors, in addition to price, can be taken into account such as quality, timing and delivery. In practice, the Council is extremely unlikely to opt to award a contract on the basis of lowest price only and CPR 12.3 reflects this.
- 8 Regulation 30 provides examples of the sort of evaluation criteria which can be used to assess what amounts to the “most economically advantageous tender”. This includes factors such as quality, price, technical merit and after sales service. The list is not exhaustive and so other evaluation criteria can be used. All evaluation criteria used by the Council in evaluating a tender must be linked to the subject matter of the contract. This means that the criteria must be related to the works, supplies or services which are actually being purchased. We have given two examples of evaluation criteria below. There is more guidance in the Office of Government Commerce papers “Social Issues in Purchasing” and “Fair and Ethical Trading”.

Example 1. Environmental Considerations

The Community of Helsinki decided to put their bus services out to tender. They used award criteria such as overall price, quality of the bus fleet and operational quality. Under one award criterion, companies could score extra points if they could comply with certain emission and noise levels. On the basis of these extra points, the contract was awarded to the municipal transport company.

A losing tenderer opposed this decision, arguing that emission and noise levels could not be used as an award criteria.

The European Court of Justice ruled that the criteria could be used as (1) there was a sufficient link to the subject matter of the contract, (2) the criteria were specific and objectively quantifiable, (3) use of these criteria were notified in advance and (4) it was in accordance with basic Treaty principles.

Example 2. Social considerations -the social issue must be relevant to the purchase
Buying coffee/Fairtrade principles

The Council may specify organic coffee because the production process relates to the production of the coffee in terms of chemical content and the way it is grown. However, they cannot specify **only** fair trade coffee because this relates to the standard of living of the coffee growers and not the product. The Council can say in its contract documents that it would welcome fair trade coffee options such as Fairtrade or equivalent as part of a coffee supply contract. The bids should be evaluated on a value for money basis using the organic criteria and others directly related to the subject of the contract. Where the winning tenderer can supply fair-trade coffee, then the contract documentation may say that it should be made available at civic meetings.

- 9 The evaluation criteria which the Council will use must be stated in advance either in the OJ advertisement or in the tender documents. (The Regulations refer to the “contract documents” but in this context this means the Invitation to Tender (or equivalent documents if the open or restricted procedures are not being used).
- 10 In addition to setting out in advance what the evaluation criteria are, the Council is also required to state what “weighting” will be applied to assessing each of the criteria. The weightings must be listed together with the criteria – either in the OJ notice or in the tender documents. This requires the Council to give careful thought well in advance as to how tenders will be evaluated. You may need to take advice on formulating evaluation matrices from the appropriate professionals.
- 11 It is only in very exceptional circumstances, that the Council will be able to avoid the requirement to list the weightings in advance. You should start with the assumption that weightings must be provided. If you consider that it is not possible to do this, then you must discuss this with Legal Services. If weightings cannot be provided, then Council is still required to list the criteria and must list them in descending order of importance.

CPR 12.4/ 12.5

- 12 For all service/supply contract which are valued at over the relevant EU threshold and for works contracts valued at over the EU Service/Supply threshold unless the Contract is a simple or routine lower value contract the Executive/Council have to authorise the award of the Contract by applying the award criteria already set which were notified to the tenderers. The Chief Officer shall report the results of the competition to the Executive for determination. The exception to this is for simple or routine lower value contracts which include those contracts which are only EU contracts by virtue of the aggregation rules. A number of examples of the types of contract falling within this exception are given at the commentary to CPR 5.1.3 and CPR 8.1 above. If an officer is unsure whether the exception applies he/she should seek a determination from the Chief Executive in consultation with the Monitoring Officer.
- 13 There must be a stand still period after the decision to award has been taken as outlined in rule 8.2.2 before the award can be formalised.
- 14 For all service supply and works Contracts which are valued below the EU service/supply threshold (in force at the time) the Chief Officer may determine the award of the contract by applying the award criteria already set and notified to the tenderers. There is no need for a stand still period as the EU rules do not apply to these contracts.
15. There is a clear expectation that members will be kept fully briefed on the letting and award of contracts which are likely to be of interest to them regardless of the contract value. This may be because the particular contract impacts on their ward, or on their area of responsibility on a board, or because they are a portfolio member, or simply because the contract has a public profile. There are a number of ways in which this could be achieved:

- The Chief Officer may decide voluntarily to put up a report to members for a decision even though this is not a requirement of the Contracts Procedure Rules. This is more likely to be appropriate for contracts which have a particularly high public profile.
- The Chief Officer may decide to have a standing information item on the relevant board agenda to update members on the letting of contracts which are likely to be of interest to members. This is more likely to be appropriate where the Service deals with a number of contracts which all have a public profile.
- The Chief Officer may decide to take an information item on a particular contract to a board or to Cabinet.
- Lastly they may decide to talk to relevant members informally so that there is a proper awareness of contracts which are being let affecting their ward or particular area of responsibility. This is more likely to be appropriate where the contract is likely to be of interest to only a limited number of councillors.

The method of communication is left to the Chief Officers discretion.

13 Waivers

- 13.1 Subject to the approval being given in rule 13.3.3 below and the correct process in rules 13.2, 13.3 and 13.4 being followed the requirement for the Council to conduct a competitive purchasing process for contracts in excess of £5,000 may be waived in the following circumstances.
- 13.1.1 For contracts which are not subject to the EU Rules, the work, supply or service is required as a matter of urgency and a delay would be likely to lead to financial loss, personal injury or damage to property; or
- 13.1.2 the circumstances set out in Regulation 14 apply (whether or not the contract is of a type which is subject to the application of the EU Rules); or
- 13.1.3 the contract is awarded under a Purchasing Scheme of a type where a competition has already been undertaken on behalf of the Council; or
- 13.1.4 at the discretion of the relevant Chief Officer who may proceed in a manner most expedient to the efficient management of the service/Council with reasons recorded in writing.
- 13.2 A Responsible Officer whom seeks a waiver of Contracts Procedure Rules shall do so only in advance and only in exceptional circumstances. Further guidance on what may constitute exceptional circumstances permitting waiver of these Contracts Procedure Rules is set out in the Council's Purchasing Guide.
- 13.3 All waivers from these Contracts Procedure Rules must be:
- 13.3.1 Fully documented
- 13.3.2 Subject to a written report to be submitted in advance to the Chief Executive, the Director of Finance and the Monitoring Officer which shall include reasons for the waiver which demonstrate that the waiver

is genuinely required.

13.3.3 Subject to approval in advance by the officers referred to in 13.3.2 above who shall record that they have considered the reasons for the waiver and that they are satisfied that the circumstances justifying the waiver are genuinely exceptional. Applications for waiver which are a result of poor contract planning will not usually be considered exceptional.

13.4 All decisions on waivers must take into account:

13.4.1 Probity

13.4.2 Best value/value for money principles.

13.5 For contracts subject to the EU Rules, any waiver from the requirement for competition must meet the conditions set out in the EU Rules in addition to the general requirements above.

13.6 A waiver shall not be applied for reasons of poor contract planning.

13.7 For those contracts valued at £75,000 or more the relevant Chief Officer shall report the waiver to the next appropriate meeting of the Executive or Council.

CPR 13

- 1 The requirements of the CPRs can only be waived in exceptional circumstances and in advance. If a waiver is made to these CPRs, then the provisions of CPR 13.3 must be complied with to ensure it is clear why the decision has been made and by whom. All the relevant circumstances must be taken into account.
- 2 These provisions should not be used merely where to go out to tender would, for example, result in additional administrative or procedural burdens or a short period of delay. The waiver provisions should not be used as an excuse for poor procurement practice or for a lack of advance planning (see CPR 13.6). The general presumption is that contracts above the relevant tendering threshold will be put out to competitive tender so as to ensure that the Council uses its resources efficiently, purchases quality goods and services and works, safeguards its reputation from any implication of dishonesty or corruption and is able to demonstrate principles of sustainability, efficiency, whole life costings and cost savings.
- 3 It is very important to note that if the contract is of a type and value which means that it is subject to the EU Rules then there are only very limited circumstances in which a contract can be awarded without competition and the permitted circumstances are extremely narrowly interpreted. If you are seeking to exclude an EU contract from the requirement to go out to competition then you must seek advice in advance from Legal Services.
- 4 For contracts which are not subject to the EU Rules there are still obligations in terms of ensuring appropriate levels of competition (see comment at CPR 4.1.2 and CPR 7.1).

CPR 13.1

- 5 **CPR 13.1.1:** This CPR sets out the circumstances where it may be permissible due to urgency for the Council to purchase works, supplies or services without going through a competitive process.

Example: For a contract not subject to the EU Rules, a waiver from the requirement of competition may be appropriate using CPR 13.1.1 where, due to unforeseen circumstances, there is an urgent requirement for the provision of domiciliary care services and failure to deliver those services as speedily as possible may lead to health and safety issues for users.

6 CPR 13.1.2: Regulation 14 of the Public Contracts Regulations 2006 sets out certain, narrowly constrained circumstances where contracts which are subject to the EU Rules can be awarded without following a competitive purchasing process. These EU Rules also provide a good steer for the sort of circumstances where it may be acceptable to waive the requirement for competition for contracts which are not subject to the EU Rules. These include the following types of situation:

Examples:

- Where the Council has already gone out to an open and competitive tender, but only non compliant tenders have been received. It therefore decides to terminate the procurement process and negotiate the contract with those bidders who submitted a tender as part of the previous process.
- Where the Council went out to open competition and received no responses at all, in which case it decides to approach a single contractor and negotiate a deal on the basis of the original terms included in the public tender process.
- Where the Council already has a contract under which goods have been supplied to it and then it requires additional goods which could not be provided by another supplier. There must be genuine incompatibility between the existing goods and those to be purchased or genuine and disproportionate technical difficulties in procuring the goods from elsewhere. Under the EU Rules, the additional requirements must also be purchased within 3 years of the original contract.
- Where there is a closing down sale and so goods can be purchased on a particularly advantageous basis.

These examples are not an exhaustive list but they do give an indication of the sort of circumstances where the purchase of additional goods, works or services without competition may be permissible. Where the Council wishes to extend a contract then CPR 14 will also apply.

7 CPR 13.1.3: Where a contract is awarded using a Purchasing Scheme (where appropriate, one which is compliant with the EU Rules) then provided that the Council is satisfied that the conditions set out in CPR 15 are met then there will be no further need to run a competition as that has already been undertaken on behalf of the Council.

8 CPR 13.1.4: In exercising discretion as to the award of the contract without the competitive process, the individual making that decision must pay due regard to the requirements of the CPRs and this purchasing guide. If the EU Rules apply then they must seek advice from Legal Services prior to proceeding.

Examples of where a waiver may be justified include:

- Requiring two rather than three written quotes for a contract between the value of £5,000 - £75,000 where there is clear evidence that the number of potential contractors is extremely limited
- A decision to go down a written quotation route rather than the requirement to obtain three written tenders in advance (for contracts below the EU threshold) and where the Council is satisfied that (1) there is no obligation to advertise that opportunity to comply with the general requirements of the EC Treaty Principles and (2) the general underlying requirements of the procurement process will still be satisfied.

14 Extensions to Existing Contracts

- 14.1 Subject to rule 14.6 below where extensions to existing contracts are made, the extensions must be determined in accordance with the contract terms, for a specified period and made in accordance with the principles set out in the Council's Purchasing Guide.
- 14.2 Subject to rule 14.6 below any extension to a contract valued at £75,000 or more must be:
- 14.2.1 Fully documented
 - 14.2.2 Subject to a written report to be submitted to the Executive or Council; which shall include reasons for the extension which demonstrate that the need for the extension is genuinely exceptional
 - 14.2.3 Subject to approval by the Executive or Council who shall record that they have considered the reasons for the extension and that they are satisfied that the circumstances justifying the extension are genuinely exceptional.
- 14.3 Subject to rule 14.6 below any extension to an existing contract valued at under £75,000 may be determined by the relevant Chief Officer provided that there is an authorised budget and that rules 14.1, 14.4 and 14.5 have been complied with. The reasons for the decision must be fully documented.
- 14.4 Subject to rule 14.6 below any extension must take into account
- 14.4.1 Probity
 - 14.4.2 Best value/value for money principles.
- 14.5 For contracts subject to EU Rules, any extension must meet the conditions set out in the EU Rules in addition to the more general requirements set out above.
- 14.6 This rule 14 does not apply to an extension of time under a standard JCT/ICE works contract or their equivalent where the extension is permitted in the Contract due to the occurrence of unforeseen events. Such an extension should be dealt with in accordance with the terms of the particular contract.
- 14.7 Where continuing work originally estimated to cost below £75,000 has been performed over a period, the appropriate Chief Officer shall monitor the total cost of that work. As soon as it is apparent that the work has exceeded £75,000, or the work is of such a nature that it will need to continue for a further period and future costs will take the total value of the work over £75,000, he/she must report the circumstances to the next meeting of the Executive or Council and follow the procedure in 14.2 above.

CPR 14

- 1 This CPR is primarily aimed at addressing the issue of when and how a contract period may be extended. There is a general presumption against the extension of contracts. Contracts may only be extended beyond their original term in genuinely exceptional circumstances. Any extension must be for a limited and specified period. Where the contract is caught by the EU Rules then the contract period may only be extended in limited circumstances and you must seek advice from Legal Services.
- 2 Clarity and certainty are key factors in establishing whether or not an extension is permissible. A well drawn up contract will set out in advance the clear basis upon which that contract may be extended.

Example: When the contract for IT support services was advertised, it was made clear in the advertisement that the contract would be:

- for an initial period of five years
- with an option to extend for up to a further two years

The provisions of the original contract explained how the extension is to be exercised together with the costs. The Council is now proposing to exercise the option to extend. There will be no renegotiation of either the legal terms, scope of the contract or the payment arrangements (except for the price inflation provisions specifically allowed for within the contract and clearly defined in advance). This extension is permissible.

- 3 The problem with contract extensions arises where either there is no provision for extension within the contract or the potential for extension was not made clear at the outset or where the arrangements for the contract extension result in renegotiations. In these circumstances, there are specific provisions which apply in the context of contracts subject to the EU Rules and you must seek advice from Legal Services.
- 4 For contracts not subject to the EU Rules then the basic principle is that any period of extension should be limited, for a specified period and the effect of the extension should not be such as to create a disproportionate expansion in the coverage either in terms of value, time period or subject matter of the contract. This is because it may well be regarded as anti-competitive to agree an extension of the contract which effectively awards a valuable opportunity to the existing supplier without having exposed that opportunity to competition and providing other providers with the opportunity to deliver those additional requirements.
- 5 Any extension of the subject matter (as opposed to the contract period) of a contract can generally only be permitted in accordance with the provisions of the contract or in very exceptional circumstances covered by the EU Rules. For longer term or major contracts, there are often provisions that allow for the evolution of the contract to meet the Council's needs, for example, by way of continuous efficiency and improvements clauses. Most of these contracts also incorporate mechanisms to allow for a certain degree of variation or change to reflect the practical issues associated with implementation and ongoing service delivery. Contracts must not be drafted in such a way as to be so flexible that they are in breach of the basic requirement that the contract terms must be clear and certain or to allow for changes which are so significant as to be potentially anti competitive because, for example, they effectively amount to the award of a new contract.
- 6 Particular caution should be exercised in terms of the practical effect of an extension on the contract value. In no circumstances should an extension be made to a contract that has the effect of increasing the contract to a value over the EU Rules thresholds in force at that time.

15 Purchasing Schemes

- 15.1 A Responsible Officer may use Purchasing Schemes subject to the following conditions and the Council's Purchasing Guide.
- 15.2 Responsible Officers must check in advance that
- 15.2.1 The Council is legally entitled to use the Purchasing Scheme
 - 15.2.2 The purchases to be made do properly fall within the coverage of the Purchasing Scheme
 - 15.2.3 The establishment and operation of each Purchasing Scheme is in compliance with the EU Rules (where they apply) and meets the Council's own requirements.

CPR 15

- 1 There are an increasing number of Purchasing Schemes which the Council may choose to participate in which assist in terms of purchasing efficiencies and value for money. An illustrative list is set out in CPR 15.3 and these types of schemes are discussed in further detail below.
- 2 **CPR 15.2:** Responsible Officers must check three key factors in advance, prior to using a Purchasing scheme:
- 3 **CPR 15.2.1:** Responsible Officers must check that the Council is legally entitled to use the Purchasing Scheme.

Example: in the context of a framework arrangement or purchasing arrangement set up by central purchasing bodies, it is important to ensure that the original process (particularly if it is an EU process) made it clear that the Council could potentially purchase under the terms of that scheme. If the Council was not sufficiently clearly identified in the original establishment of the schemes, then there may be problems with use of that scheme. If it is a purchase subject to the EU Rules, then if the Council has not been sufficiently clearly identified in advance, it may not be able to rely on that scheme to satisfy its own obligations under the EU Rules.

- 4 **CPR 15.2.2:** Responsible Officers need to check that the Purchasing Scheme covers the purchases to be made. All Purchasing Schemes should clearly specify what can be purchased under the scheme. This is to ensure that contractors participating in the scheme know what they are providing and purchasers are clear about the coverage and limitations of the scheme. It is therefore important to check that particular schemes do cover all your requirements including the terms and conditions under which the purchases are to be made.
- 5 **CPR 15.2.3:** Responsible Officers should ensure that the Purchasing Scheme has been established and is operated in accordance with the detailed EU Rules (where they apply). Purchasing Schemes can be a very efficient way of ensuring compliance with the EU Rules without having to undertake further separate EU procurement processes. The Council cannot discharge itself from its obligations to ensure compliance with the EU Rules.

Example: In the context of framework arrangements it is important to ensure that types of potential purchases to be made by the Council are clearly identified in the original OJ notice, that the framework is established for the permissible four year period and that any mini competitions are operated in accordance with the provisions of the EU Rules.

CPR 15.3

15.3 A "Purchasing Scheme" may include:

- 15.3.1 Contractor prequalification lists/select lists
- 15.3.2 Framework arrangements (including those set up by the Office of Government Commerce)
- 15.3.3 Purchasing arrangements set up by central purchasing bodies and commercial organisations
- 15.3.4 Consortium purchasing
- 15.3.5 Collaborative working arrangements
- 15.3.6 Formal agency arrangements
- 15.3.7 E-procurement/purchasing schemes and methods
- 15.3.8 Other similar arrangements

6 The term "Purchasing Scheme" is used to describe a range of different purchasing practices and the list is not intended to be exhaustive.

7 **CPR 15.3.1: Contractor prequalification lists/select lists** are often operated by councils to produce a list of contractors who are appropriately pre qualified to deliver the requirements of the Council. This streamlines purchasing as it means that a contractor's suitability does not have to be assessed every time a contract award is contemplated. Care does need to be taken to ensure that these arrangements do not fall into the trap of being caught by the EU Rules, because they amount to a repeated requirement for the same or similar provision (see comment at CPR 9). Pre qualification and select lists are not permitted for purchasing caught by the EU Rules.

8 **CPR 15.3.2: Framework Arrangements:** care needs to be taken to ensure that you understand what is intended by this term and whether or not the Purchasing Scheme is a framework arrangement subject to the EU Rules. The EU Rules define framework arrangements as a very specific type of arrangement. Where the EU Rules apply, frameworks are subject to controls including a limit of 4 years on the life of the framework and the conduct of mini competitions within a framework. However, the term "framework" is used more generally and so you need to be clear about what type of framework you are participating in and whether or not it complies with EU Rules.

9 **CPR 15.3.3: Purchasing arrangements: set up by central purchasing bodies and commercial organisations** (including arrangements established by the Office of Government Commerce) are frequently forms of framework arrangements set up to comply with the EU Rules. However, you will need to check that you understand what format the purchasing arrangements comprise and whether or not EU Rules have been taken into account and, where appropriate, complied with in their award.

- 10 **CPR 15.3.4: Consortium purchasing** may refer to purchasing by groups of authorities together or as one authority on behalf of others, in which case, it is more likely that technically this amounts to a central purchasing arrangement.
- 11 **CPR 15.3.5: Collaborative working** arrangements may involve different levels of formality. Some collaborative working is merely a loose agreement between different organisations to work together in their purchasing. Collaborative working is also used to refer to arrangements which may in practice, involve the pooling of resources. It is important to clarify which sort of collaborative working arrangement is proposed, so as to identify the rules which may apply.
- 12 **CPR 15.3.6:** In some circumstances, a **formal legal agency** arrangement may apply in which case you need to ensure that you understand the legal terms which the Council will be required to contract on.
- 13 **CPR 15.3.7:** All of the above types of Purchasing Schemes may include some form of EU procurement, but there are also other forms of electronic Purchasing Schemes and information sharing.

15.4 Where a Purchasing Scheme is used then there shall be a whole or partial exemption from the obligations under these Contracts Procedure Rules in respect of the choice and conduct of procedures to the extent permitted and indicated in the Council's Purchasing Guide.

CPR 15.4

- 14 Where a Purchasing Scheme is used then, as a main driver behind many of these Purchasing Schemes is to simplify procurement, some or all of the CPRs may not apply. In practice, the CPRs less likely to apply, are those which relate to the tendering procedures as many of these procedures will often be undertaken as part of the Purchasing Scheme process. The extent of the application of the CPRs and the exemptions from those rules will vary according to the type of scheme being used.
- 15 In general, the provisions of the following CPRs will continue to apply when a Purchasing Scheme is used:
- CPR 1 – Purpose of the Contracts Procedure Rules**
 - CPR 2 – General principles**
 - CPR 3 – General principles applying to all contracts – contracts in writing/standard clauses**
 - CPR 4 – Regulatory context**
 - CPR 5 – Responsibilities of Chief Officers and Responsible Officers**
 - CPR 6 – Schemes of Delegation**
- 16 **CPR 7: Financial Thresholds and Procedures**
- CPR 7.1:** Will apply where a Purchasing Scheme is used.
 - CPR 7.2:** Will apply where a Purchasing Scheme is used.
 - CPR 7.3:** Will apply where a Purchasing Scheme is used where the Responsible Officer is required to make a decision as to the choice of advertising media.
 - CPR 7.4:** This CPR will apply only to the extent that it is relevant for a particular Purchasing Scheme. Quotes or written tenders may be procured by way of the Purchasing Scheme.

In some circumstances, for example where a framework arrangement for supplies has been established, then the Council can purchase direct from contractors on the framework without the need for a further quote or tender process.

CPR 7.5: Will apply where a Purchasing Scheme is used.

17 **CPR 8: Financial Thresholds and processes applying to approval and execution of contracts.**

CPR 8.1: For contracts over the relevant EU threshold, the choice of purchasing procedure – including choice of the Purchasing Scheme (and thus procedure) should still be authorised in writing in advance.

CPR 8.2, CPR 8.3 and CPR 8.4: Responsible Officers still need to ensure that if a Purchasing Scheme is used, then these requirements are complied with.

18 **CPR 9: Calculating the contract value.** These principles still apply in calculating the contract value of purchases to be made under Purchasing Schemes.

19 **CPR 10: Principles underlying tendering processes and tender evaluation.** The extent to which this CPR will apply will depend upon the nature of the Purchasing Scheme. Some Purchasing Schemes will involve the undertaking of tender evaluation entirely by another organisation. In these circumstances, the Council still needs to be satisfied that the process to be undertaken by that other organisation meets its basic requirements but for example, less attention will need to be paid to ensuring sufficiency of time in planning and running the process as this has been done on behalf of the Council.

20 Basic EC Treaty principles of equal opportunities and equal treatment, openness and transparency as well as the need to ensure probity and that the outcomes deliver sustainability, efficiency and cost savings will still apply irrespective of the type of procurement process used, including the use of Purchasing Schemes.

21 **CPR 11: Submission and opening tenders:** For certain types of Purchasing Schemes, the Council will not need to issue Invitations to Tender and comply with the other requirements of this CPR as the process itself may be run by another organisation. Again, this will be dependant on the type of Purchasing Scheme used.

22 **CPR 12: Evaluation of quotes and tenders and award of Contract:** Irrespective of the Purchasing Scheme used, the Council should be satisfied that the criteria used to select contractors meets its requirements and ensure that best value is obtained. However, for certain types of Purchasing Schemes such as centrally organised framework arrangements and those undertaken by central purchasing bodies, the evaluation criteria and processes will be run by another organisation.

23 **CPR 13: Waivers:** These provisions still apply to the extent that they are relevant under Purchasing Schemes.

24 **CPR 14: Extension to existing contracts:** These provisions will continue to apply and any extensions to contracts awarded under Purchasing Schemes will also need to meet the requirements of those Purchasing Schemes and be carried out in accordance with those arrangements.

25 **CPR 16: Review and change of these CPRs:** These provisions apply. It should be noted that the list at CPR 15.3 of permissible Purchasing Schemes allows for a range of Purchasing Schemes to apply. These are not identified specifically but generically and so

new Purchasing Schemes may well fall within the permitted type of Purchasing Scheme without a requirement for a change in the CPRs themselves.

16 Review and Changes to these Contracts Procedure Rules

- 16.1 These Contracts Procedure Rules shall be reviewed and updated on a regular basis. Save in the case of revisions to the EU Thresholds in Contract Procedure Rule 7, amended Contracts Procedure Rules shall be agreed and adopted by full Council. Revisions to the EU Thresholds in the table at 7.4 shall be dealt with by the Chief Solicitor who may amend such thresholds with effect from the date when new thresholds are introduced by directives or other legislation.

CPR 16

- 1 The CPRs themselves can only be updated in accordance with the provisions set out in the Council's Constitution.
- 2 The EU Thresholds are set by the EU every two years and apply to all member states. There is no discretion available in terms of the threshold at which the EU Rules will apply. It is therefore more appropriate to arrange for amendment of CPR 7 to reflect the new EU Threshold under a scheme of delegation.
- 3 The provisions of this Purchasing Guide can be updated and amended more easily than the CPRs themselves. If you have comments, suggestions or proposals for amendments or improvements to this Purchasing Guide then please contact Legal Services.

APPENDIX 1 – Council’s standard terms and conditions:

1. Interpretation

In these Conditions:

1.1 "Conditions"

means the standard terms and conditions of purchase set out in this document, and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the parties;

"Contract"

means the contract for the purchase of the Goods and/or the supply of the Services;

"Council"

means Tonbridge and Malling Borough Council;

"Council’s Whistle blowing Policy"

means the Council’s policy in relation to whistle blowing in force from time to time.

"Delivery Address"

means the address stated on the Purchase Order;

"Goods"

means the goods (including any instalment of the goods or any part of them) described in the Purchase Order;

"Price"

means the price of the Goods and/or the charge for the Services;

"Provider"

means the entity who is responsible for providing the Goods and/or the Services as stated in the Purchase Order;

"Purchase Order"

means the Council's purchase order on the back of which are these Conditions, or in relation to an electronic purchase order, the Council’s purchase order to which these Conditions are annexed;

"Services"

means the services (including any part of them) described in the Purchase Order;

"Specification"

includes any plans, drawings, data or other information relating to the Goods and/or the Services.

"Works"

means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, invention, idea, discovery, development, improvement or innovation and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Provider in the provision of the Goods and/or Services.

Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of Purchase

- 2.1 This Purchase Order constitutes an offer by the Council to purchase the Goods and/or the Services subject to these Conditions.
- 2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions which the Provider has sought to or subsequently seeks to impose on the Council.
- 2.3 No variation to the Purchase Order or these Conditions shall be binding unless agreed in writing between the authorised representatives of the parties.

3. Specification

- 3.1 The quantity, quality and description of the Goods and/or the Services shall, subject as provided in these Conditions, be specified in the Purchase Order and/or in any applicable Specification supplied by the Council to the Provider.
- 3.2 The Provider shall comply with all applicable regulations and/or other legal requirements concerning the manufacture, packaging, and delivery of the Goods and/or performance of the Services.
- 3.3 The Provider shall not unreasonably refuse any request by the Council to inspect and test the Goods during manufacture, processing, or storage at the premises of the Provider (or any third party) prior to dispatch, and the Provider shall provide the Council with all facilities reasonably required for inspection and testing.
- 3.4 If as a result of inspection or testing carried out in accordance with Condition 3.3, the Council is not satisfied that the Goods will comply in all respects with the Contract, the Provider shall take such steps as are necessary to ensure compliance.

4. Price and Payment

- 4.1 The Price of the Goods and/or the Services shall be as stated in the Purchase Order and, unless stated otherwise, shall be inclusive of all charges for packaging, shipping, carriage, insurance and delivery of the Goods to the Delivery Address, and any duties or levies other than Value Added Tax.
- 4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Council in writing.
- 4.3 The Council shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Provider, whether or not shown in its own terms and conditions of sale.
- 4.4 The Provider's official invoice should be sent promptly to the Council after delivery of the Goods and/or the Services, as the case may be, to the address indicated on front of the Purchase Order, unless otherwise instructed and must show:
 - 4.4.1 the Council's Purchase Order number;
 - 4.4.2 an Invoice number;

- 4.4.3 a full description of the Good and/or the Works and/or the Services;
 - 4.4.4 full details of prices;
 - 4.4.5 any discount allowed;
 - 4.4.6 current VAT requirements; and
 - 4.4.7 officer contact details where known.
- 4.5 Unless otherwise stated in this Purchase Order or agreed in writing, the payment of the Price will be made within 30 days of receipt of a correct invoice, and upon the confirmation by an officer of the Council that the Goods and/or the Services have been provided to the Council's satisfaction, unless the Provider's credit terms are less onerous on the Council than this, in which case the Provider's credit terms will apply.
- 4.6 The Council shall be entitled to set-off against any invoice, any amount due from the Provider under this Purchase Order or under any other contractual arrangement.
- 4.7 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly extra charge. All invoices containing Value Added Tax must conform to the requirements of HM Revenue and Customs.

5. Delivery

- 5.1 The Goods shall be delivered to and/or the Services shall be performed at the Delivery Address on the date or within the period specified in the Purchase Order, in either case during the Council's business hours.
- 5.2 Where the date of delivery of the Goods and/or performance of the Services is to be specified after the placing of the Purchase Order, the Provider shall give the Council reasonable notice of the specified date.
- 5.3 A delivery note which specifies the number of the Purchase Order shall accompany each delivery or consignment of the Goods, and must be displayed prominently.
- 5.4 If the Goods are to be delivered and/or the Services are to be performed by instalments, the Contract will be treated as a single contract and will not be severable.
- 5.5 The Council shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Council has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 5.6 The Provider shall supply the Council in good time with any instructions or other information required to enable the Council to accept delivery of the Goods and/or performance of the Services.
- 5.7 The Council shall not be required to return to the Provider any packaging or packaging materials for the Goods, whether or not the Goods are accepted by the Council.
- 5.8 If the Goods are not delivered and/or the Services are not performed on the due date then, without prejudice to any other remedy, the Council shall be entitled to deduct from the Price or, if the Council has already paid the Price, to claim from the Provider an amount equal to the additional costs incurred by the Council as a result of the delay.

- 5.9 Risk of damage to or loss of the Goods shall pass to the Council upon delivery to the Council in accordance with the Contract.
- 5.10 The property in the Goods shall pass to the Council upon delivery, unless payment for the Goods is made prior to delivery, where it shall pass to the Council once payment has been made and the Goods have been appropriated to the Contract.

6. Quality Assurance

- 6.1 The Provider shall operate a self-regulatory system of quality assurance and quality measures relating to the Contract in addition to any quality requirements in the Specification which ensures that the Goods and/or Services are provided in accordance with the requirements of the Contract and as part of this requirement, the Provider shall check that information, data or software supplied pursuant to the Contract is fit for the purpose for which the Council intends to use it.

7. Warranties and Liability

- 7.1 The Provider warrants to the Council that the Goods will be:
- 7.1.1 be of sound materials and first class workmanship;
 - 7.1.2 be equal in all respects to the samples, patterns, description or specification provided or given by either party;
 - 7.1.3 if the purpose for which they are required is indicated in the Purchase Order or otherwise, either expressly or by implication, be fit for that purpose;
 - 7.1.4 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
 - 7.1.5 be free from defects in design, material and workmanship; and
 - 7.1.6 will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 7.2 The Provider warrants to the Council that the Services will be performed by appropriately trained and qualified personnel, with due care and diligence, and to the standards which would reasonably be expected from a skilled and experienced provider engaged in the provision of services similar to the Services under the same or similar circumstances.
- 7.3 The Provider will indemnify the Council in full against the following:
- 7.3.1 all loss, liability, damages, costs, expenses (including legal expenses) or injury whatsoever and whenever arising caused to the Council, or for which the Council may be liable to third parties due to defective workmanship or unsound quality of the Goods and/or the Services supplied;
 - 7.3.2 all claims in respect of death or injury, howsoever caused, to any of the employees, or those of the agent or sub-contractors, of the Provider, while in or about the Council's sites, works or other places of business;
 - 7.3.3 any consequential loss or damage sustained by the Council for which the Council may be liable, as a result of the failure of the Provider to supply the materials or perform the work in accordance with the terms of this Purchase Order.
- 7.4 The Provider having given the abovementioned indemnity shall accordingly maintain in force during the term of the Contract full and comprehensive insurance as appropriate in

respect of the provision of the Goods and/or Services such insurance to be with reputable insurers acceptable to the Council acting reasonably.

7.5 Without prejudice to any other remedy, if any of the Goods and/or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:

7.5.1 to require the Provider to repair the Goods or to supply replacement Goods and/or Services in compliance with the Contract within 7 days; or

7.5.2 at the Council's sole option and whether or not the Council has previously required the Provider to repair the Goods or to supply any replacement Goods and/or Services, to treat the Contract as discharged by the Provider's breach and require repayment of any part of the Price which has been paid.

8. Termination

8.1 The Council shall be entitled to cancel the Contract in respect of all or part only of the Goods and/or the Services by giving notice to the Provider at any time prior to delivery or performance, in which event the Council's sole liability shall be to pay the Provider the Price for the Goods and/or the Services in respect of which the Council has exercised its rights of cancellation, less the Provider's net saving of cost arising from the cancellation.

8.2 The Council shall be entitled to terminate the Contract without liability to the Provider by giving notice to the Provider at any time if:

8.2.1 the Provider makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

8.2.2 of the property or assets of the Provider an encumbrancer takes possession, or a receiver is appointed, of any; or

8.2.3 the Provider ceases, or threatens to cease to carry on business; or

8.2.4 the Provider does anything improper to influence the Council to give the Provider any contract or commits an offence under the Bribery Act 2010 or to improperly influence an officer under section 117(2) Local Government Act 1972; or

8.2.5 the Council reasonably believes that any of the events mentioned above is about to occur in relation to Provider and notifies the Provider immediately.

8.3 For the avoidance of doubt, where the Council terminates the Contract in accordance with the provisions of Condition 8.2, the Provider shall compensate the Council for any losses suffered as a result of this.

9. General

9.1 The Provider shall be prohibited from transferring, assigning or sub-letting, directly or indirectly, to any person or persons whatever, the whole or any portion of this Contract without the written permission of the Council.

9.2 Any notice required or permitted to be given by either party to the other party under these Conditions shall be in writing addressed to that other party.

9.3 No waiver by the Council of any breach of the Contract by the Provider shall be considered as a waiver of any subsequent breach of the same or any other provision.

- 9.4 If any provision of these Conditions is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 9.5 The Provider shall use all reasonable efforts to assist the Council to comply with such obligations as are imposed on the Council by the Freedom of Information Act 2000 (“the 2000 Act”) and the Environmental Information Regulations 2004 (“the 2004 Regulations”) including providing the Council with reasonable assistance in complying with any request for information in connection with the Goods and/or Services served on the Council under the 2000 Act or the 2004 Regulations and processing information provided by the Council in accordance with a record management system which complies with the Lord Chancellor's records management recommendations and code of conduct under section 46 of the 2000 Act.
- 9.6 The Provider shall not issue any press release or make any public statement concerning the Council, its employees, agents, councillors, the Goods and/or Services without the prior written consent of the Council.
- 9.7 The Provider shall ensure that its employees and agents are made aware of the Council's Whistleblowing Policy and that the details of this policy are fully explained to them, and the Provider shall provide the Council with evidence of doing so upon request.
- 9.8 The Provider shall, and shall use reasonable endeavours to ensure that its employees, agents and subcontractors shall, at all times, act in a way which is compatible with the Convention Rights within the meaning of Section 1 of the Human Rights Act 1998.
- 9.9 The Provider agrees to comply with its social responsibilities as follows:
- 9.9.1 the provider shall not discriminate directly or indirectly or by way of victimisation or harassment against any person with respect to opportunity for employment or conditions of employment on grounds of age, colour, race, nationality, ethnic or national origins, disability, sex, sexual orientation, marital status (including civil partnership) pregnancy or maternity, gender re-assignment or religion or belief.
- 9.9.2 the provider shall in all matters relating to the performance of this Agreement and any services provided hereunder comply with the provisions of the Employment Equality (Age) Regulations 2006 and the Equality Act 2010 and any regulations made thereunder and any amendment or re-enactment thereof from time to time and shall in so doing seek to make the services as accessible as possible to all persons.
- 9.10 Acceptance of this Purchase Order will be deemed to bind the Provider to these Conditions and no Goods and/or Services shall be supplied or performed by the Provider, its employees, agents or representatives, except in accordance therewith.
- 9.11 These Conditions and the Purchase Order constitute the entire understanding between the parties relating to the subject matter of the Contract and, save as may be expressly referred to or referenced herein, supersede all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.
- 9.12 Save for the Parties, no person shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Purchase Order and/or these Conditions.

9.13 The Parties agree to submit to the jurisdiction of the English courts and agree that the Contract is to be governed and construed according to English law.

APPENDIX 2

RISK ASSESSMENT

The most common form of assessment in general usage is the 5 x 5 matrix. The colours red, amber, green reflect differing levels of overall risk with green and amber being acceptable and red requiring caution and ways of reducing/managing that risk.

The table at Appendix 2 sets out suggested criteria for assessing the likelihood and impact to produce an overall score.

Ideally, scoring should be undertaken by more than one person to allow for different perceptions of risk; one person's high risk can be another's low to medium.

Where the scoring differs across the criteria for impact and likelihood, it is suggested that a cautious approach is to use the score, which is highest for any of the criteria rather than an average. However, be prepared to apply a common sense approach and score accordingly

RISK MATRIX

L I K E L I H O O D	VERY LIKELY SCORE 5	5	10	15	20	25
	LIKELY SCORE 4	4	8	12	16	20
	POSSIBLE SCORE 3	3	6	9	12	15
	UNLIKELY SCORE 2	2	4	6	8	10
	HIGHLY UNLIKELY SCORE 1	1	2	3	4	5
		NEGLI-GIBLE SCORE 1	LOW SCORE 2	MEDIUM SCORE 3	HIGH SCORE 4	VERY HIGH SCORE 5
IMPACT						

Appendix 2: Risk matrix for use in assessing what type of contract is required

Score - 2 Unlikely	Score - 3 Possible	Score - 4 Likely / Highly Likely	Score - 5 Very Likely / Definite
Previous experience discounts this risk as being likely to occur but other organisations have experienced problems in this area.	The council has in the past experienced problems in this area but not in last three years.	The council has experienced problems in this area in the last three years.	The council is experiencing problems in this area or expects to in the next 12 months.
There are controls in place that whilst not tested appear to be effective.	Some controls are in place and generally work but there have been occasions when they have failed and problems have arisen.	Controls may be in place but are generally ignored or ineffective.	No controls are in place.

Score - 2 Low	Score - 3 Medium	Score - 4 High	Score - 5 Very High
The financial impact would be extra costs or loss of income of no greater than £25,000.	The financial impact would be extra costs or loss of income of no greater than £100,000.	The financial impact would be extra costs or loss of income of no greater than £500,000.	The financial impact would be greater than £500,000.
Some temporary disruption to the activities of one council service but not beyond this.	Regular disruption to the activities of one or more council services.	Severe service disruption on a departmental level or regular disruption affecting more than one department.	Severe disruption to the activities of all council departments.
It may cost more or there may be delay in delivery one of the council's corporate objectives.	A number of corporate objectives would be delayed or not delivered.	Many corporate objectives delayed or not delivered.	Unable to deliver most objectives.
Some loss of confidence and trust in the council felt by a certain group or within a small geographical area.	A general loss of confidence and trust in the council within the local community.	A major loss of confidence and trust in the council within the local community.	A disastrous loss of confidence and trust in the council both locally and nationally.

TONBRIDGE & MALLING BOROUGH COUNCIL

OVERVIEW AND SCRUTINY COMMITTEE

11 September 2024

Report of the Chief Executive

Part 1- Public

Matters for Information

1 LOCAL GOVERNMENT AND SOCIAL CARE OMBUDSMAN – ANNUAL REVIEW LETTER

To set out the annual report of the Ombudsman regarding complaints received and dealt with over the period 1 April 2023 to 31 March 2024.

1.1 The Annual Letter

1.1.1 Each year, the Ombudsman provides the Borough Council with a report of the formal complaints he has dealt with and the outcomes of those complaints. This report covers the period for 1 April 2023 to 31 March 2024.

1.1.2 The Ombudsman received 12 formal complaints over that period. The outcomes were as follows:

Complaints decided – 14 (some of these relate to complaints made prior to 1 April 2023 but decided during the 23/24 period)

Complaints upheld – 2

Not upheld – 1

Complaints referred back for local resolution – 1

Complaints closed after initial enquiries – 10

Complaints incomplete/invalid – 0

Advice given – 0

1.1.3 A copy of the Ombudsman's letter is attached at **Annex 1**, together with details of the complaints at **Annex 2**.

1.1.4 The 2 complaints upheld by the Ombudsman relate to Planning Services and Housing Services.

- 1.1.5 In both of the complaints upheld by the Ombudsman, the Borough Council remedied the matter complained of in accordance with the recommendations of the Ombudsman.
- 1.1.6 Officers are currently reviewing the Council's approach to complaint handling in light of the new Complaint Handling Code published by the Ombudsman in February 2024. As part of this review consideration will be given to how the Council should approach the remedying of complaints in circumstances where it is accepted that the Council is at fault, including the payment of compensation in appropriate cases. This will help in ensuring that complaints are resolved at the earliest opportunity and without reference to the Ombudsman

1.2 Legal Implications

- 1.2.1 None

1.3 Financial and Value for Money Considerations

- 1.3.1 None

1.4 Risk Assessment

- 1.4.1 N/A

1.5 Policy Considerations

- 1.5.1 N/A

Background papers:

contact: Damian Roberts

Nil

Damian Roberts
Chief Executive

17 July 2024

By email

Mr Roberts
Chief Executive
Tonbridge and Malling Borough Council

Dear Mr Roberts

Annual Review letter 2023-24

I write to you with your annual summary of complaint statistics from the Local Government and Social Care Ombudsman for the year ending 31 March 2024. The information offers valuable insight about your organisation's approach to complaints, and I know you will consider it as part of your corporate governance processes. As such, I have sought to share this letter with the Leader of your Council and Chair of the appropriate Scrutiny Committee, to ensure effective ownership and oversight of complaint outcomes, which offer valuable opportunities to learn and improve. In addition, this year, we have encouraged Monitoring Officers to register to receive the letter directly, supporting their role to report the decisions we uphold to their council.

For most of the reporting year, Paul Najsarek steered the organisation during his tenure as interim Ombudsman, and I was delighted to take up the role of Ombudsman in February 2024. I look forward to working with you and colleagues across the local government sector to ensure we continue to harness the value of individual complaints and drive and promote systemic change and improvement across the local government landscape.

While I know this ambition will align with your own, I am aware of the difficult financial circumstances and service demands that make continuous improvement a challenging focus for the sector. However, we will continue to hold organisations to account through our investigations and recommend proportionate actions to remedy injustice. Despite the challenges, I have great confidence that you recognise the valuable contribution and insight complaints, and their swift resolution, offer to improve services for the public.

Complaint statistics

Our statistics focus on three key areas that help to assess your organisation's commitment to putting things right when they go wrong:

Complaints upheld - We uphold complaints when we find fault in an organisation's actions, including where the organisation accepted fault before we investigated. We include the total number of investigations completed to provide important context for the statistic. This year, we also provide the number of upheld complaints per 100,000 population.

Compliance with recommendations - We recommend ways for organisations to put things right when faults have caused injustice and monitor their compliance with our recommendations. Failure to comply is rare and a compliance rate below 100% is a cause for concern.

Satisfactory remedy provided by the authority - In these cases, the organisation upheld the complaint and we agreed with how it offered to put things right. We encourage the early resolution of complaints and give credit to organisations that accept fault and find appropriate ways to put things right.

Finally, we compare the three key annual statistics for your organisation with similar authorities to provide an average marker of performance. We do this for County Councils, District Councils, Metropolitan Boroughs, Unitary Councils, and London Boroughs.

Your annual data, and a copy of this letter, will be uploaded to our interactive map, [Your council's performance](#), on 24 July 2024. This useful tool places all our data and information about councils in one place. You can find the detail of the decisions we have made about your Council, read the public reports we have issued, and view the service improvements your Council has agreed to make as a result of our investigations, as well as previous annual review letters.

Supporting complaint and service improvement

In February, following a period of consultation, we launched the [Complaint Handling Code](#) for councils, setting out a clear process for responding to complaints effectively and fairly. It is aligned with the Code issued to housing authorities and landlords by the Housing Ombudsman Service and we encourage you to adopt the Code without undue delay. Twenty councils have volunteered to take part in an implementation pilot over the next two years that will develop further guidance and best practice.

The Code is issued to councils under our powers to provide guidance about good administrative practice. We expect councils to carefully consider the Code when developing policies and procedures and will begin considering it as part of our processes from April 2026 at the earliest.

The Code is considered good practice for all organisations we investigate (except where there are statutory complaint handling processes in place), and we may decide to issue it as guidance to other organisations in future.

Our successful complaint handling training programme continues to develop with new modules in Adult Social Care and Children's Services complaint handling available soon. All our courses include practical interactive workshops that help participants develop their complaint handling skills. We delivered 126 online workshops during the year, reaching more than 1,700 people. To find out more visit www.lgo.org.uk/training or get in touch at training@lgo.org.uk.

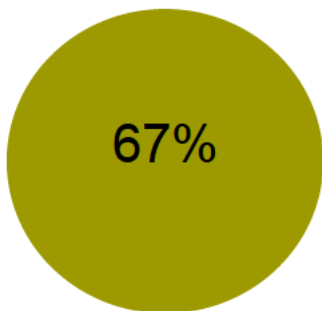
Returning to the theme of continuous improvement, we recognise the importance of reflecting on our own performance. With that in mind I encourage you to share your view of our organisation via this survey: <https://www.smartsurvey.co.uk/s/ombudsman/>. Your responses will help us to assess our impact and improve our offer to you. We want to gather a range of views and welcome multiple responses from organisations, so please do share the link with relevant colleagues.

Yours sincerely,



Amerdeep Somal
Local Government and Social Care Ombudsman
Chair, Commission for Local Administration in England

Complaints upheld



67% of complaints we investigated were upheld.

This compares to an average of 63% in similar organisations.

2

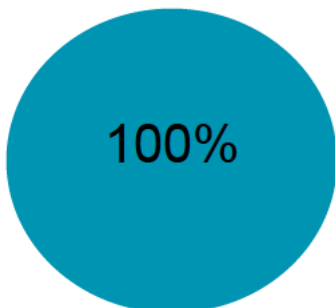
upheld decisions

This is 1.5 upheld decisions per 100,000 residents.

The average for authorities of this type is 1.2 upheld decisions per 100,000 residents.

Statistics are based on a total of 3 investigations for the period between 1 April 2023 to 31 March 2024

Compliance with Ombudsman recommendations



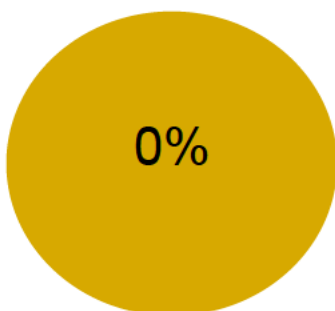
In 100% of cases we were satisfied the organisation had successfully implemented our recommendations.

This compares to an average of 99% in similar organisations.

Statistics are based on a total of 2 compliance outcomes for the period between 1 April 2023 to 31 March 2024

- Failure to comply with our recommendations is rare. An organisation with a compliance rate below 100% should scrutinise those complaints where it failed to comply and identify any learning.

Satisfactory remedy provided by the organisation



In 0% of upheld cases we found the organisation had provided a satisfactory remedy before the complaint reached the Ombudsman.

This compares to an average of 21% in similar organisations.

0

satisfactory remedy decisions

Statistics are based on a total of 2 upheld decisions for the period between 1 April 2023 to 31 March 2024

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Reference	Authority	Category	Received
22018210	Tonbridge and Malling Borough Council	Housing	05/04/23
23000655	Tonbridge and Malling Borough Council	Corporate & Other Services	20/04/23
23000867	Tonbridge and Malling Borough Council	Environmental Services & Public Protection & Regulation	19/04/23
23001700	Tonbridge and Malling Borough Council	Housing	11/05/23
23006797	Tonbridge and Malling Borough Council	Environmental Services & Public Protection & Regulation	02/08/23
23010719	Tonbridge and Malling Borough Council	Benefits & Tax	12/11/23
23011520	Tonbridge and Malling Borough Council	Housing	27/10/23
23013611	Tonbridge and Malling Borough Council	Housing	28/11/23
23015655	Tonbridge and Malling Borough Council	Planning & Development	09/01/24
23016692	Tonbridge and Malling Borough Council	Planning & Development	25/01/24
23017141	Tonbridge and Malling Borough Council	Planning & Development	31/01/24
23017528	Tonbridge and Malling Borough Council	Planning & Development	06/02/24

Decided

Reference	Authority	Category	Decided	Decision	Decision Reason	Remedy	Service improvement recommendations
22004997	Tonbridge and Malling Borough Council	Housing	19/07/23	Not Upheld	no fault		
22014711	Tonbridge and Malling Borough Council	Planning & Development	23/08/23	Upheld	fault & inj	Provide training and/or guidance	The Council has agreed to circulate guidance to all relevant staff, reminding them that the Council's Direct Action Protocol says it will usually inform interested parties of the date and costs of an enforcement operation at least one month in advance. Where it is considered necessary to withhold this information, officers should record a clear justification for doing so at the time the decision is made. The Council has agreed to circulate guidance to all relevant staff, reminding them that, where a person says they wish to make a claim against the Council's insurance, officers should disclose the necessary details to them promptly.
22016759	Tonbridge and Malling Borough Council	Environmental Services & Public Protection & Regulation	12/04/23	Closed after initial enquiries	Not warranted by alleged fault		
22018210	Tonbridge and Malling Borough Council	Housing	29/08/23	Upheld	fault & inj	Financial redress: Loss of service	
23000655	Tonbridge and Malling Borough Council	Corporate & Other Services	11/05/23	Closed after initial enquiries	S26(1) Not an admin function of authority		
23000867	Tonbridge and Malling Borough Council	Environmental Services & Public Protection & Regulation	28/04/23	Closed after initial enquiries	26(6)(c) Court remedy		
23001700	Tonbridge and Malling Borough Council	Housing	05/06/23	Closed after initial enquiries	Not warranted by alleged fault		
23006797	Tonbridge and Malling Borough Council	Environmental Services & Public Protection & Regulation	01/09/23	Closed after initial enquiries	Not warranted by alleged fault		
23010719	Tonbridge and Malling Borough Council	Benefits & Tax	13/12/23	Closed after initial enquiries	26(6)(a) tribunal Other		
23011520	Tonbridge and Malling Borough Council	Housing	27/10/23	Referred back for local resolution	Premature Decision - advice given		
23013611	Tonbridge and Malling Borough Council	Housing	25/01/24	Closed after initial enquiries	Other reason not to investigate		
23015655	Tonbridge and Malling Borough Council	Planning & Development	29/02/24	Closed after initial enquiries	Not warranted by alleged injustice		
23016692	Tonbridge and Malling Borough Council	Planning & Development	07/03/24	Closed after initial enquiries	Not warranted by alleged fault		
23017141	Tonbridge and Malling Borough Council	Planning & Development	19/03/24	Closed after initial enquiries	Not warranted by alleged fault		

Compliance

Reference	Authority	Category	Decided	Remedy	Remedy Target Date	Remedy Achieved Date	Satisfaction with Compliance
22014711	Tonbridge and Malling Borough Council	Planning & Development	22/08/23	Provide training and/or guidance	25/09/23	18/09/23	Remedy complete and satisfied
22018210	Tonbridge and Malling Borough Council	Housing	28/08/23	Financial redress: Loss of service	29/09/23	31/08/23	Remedy complete and satisfied

Explanatory notes

Cases received

Cases with a recorded received date between 1 April 2023 and 31 March 2024. Status as of 9 April 2024.

Cases decided

Cases with a recorded decision date between 1 April 2023 and 31 March 2024. Status as of 9 April 2024. Some cases may have been reopened since that date, with either a decision outcome pending or a new decision outcome recorded.

We report our decisions by the following outcomes:

Invalid or incomplete: We were not given enough information to consider the issue.

Advice given: We provided early advice or explained where to go for the right help.

Referred back for local resolution: We found the complaint was brought to us too early because the organisation involved was not given the chance to consider it first.

Closed after initial enquiries: We assessed the complaint but decided against completing an investigation. This might be because the law says we're not allowed to investigate it, or because it would not be an effective use of public funds if we did.

Upheld: We completed an investigation and found evidence of fault, or we found the organisation accepted fault early on.

Not upheld: We completed an investigation but did not find evidence of fault.

Compliance outcomes

Cases with a recorded remedy achieved date between 1 April 2023 and 31 March 2024. Status as of 15 May 2024. The relevant date is the date of compliance with the recommendations (for example, the date on an apology letter) rather than the date the evidence is provided to us. If we were notified after 15 May 2024 of a remedy achieved before 31 March 2024, this will not be included here.

Some cases may be marked as 'Remedy completed late' even when the remedy achieved date is before the remedy target date. This happens because the target date covers all remedies (service improvements and personal remedies). As service improvements often have a longer timescale for completion, we will mark a case as 'completed late' where this longer timescale is met, but the personal remedy was provided late.

Executive Decisions Record - August 2024

Decision Number	Title	Cabinet Member	Date of Decision	Date Published	Call-in period ends	Called in	Scrutiny Committee Consideration	Referred back to Cabinet	Referred back to Council	Council referred to Cabinet	Date Decision Effective
D240083MEM	Write off of Debt above £5,000 in respect of the Aylesford Newsprint	Finance and Housing	05.08.24	06.08.24	13.08.24						14.08.24
D240084MEM	Engagement and Funding of a Full Time Housing Solutions Officer Agency Resource	Finance and Housing	08.08.24	09.08.24 (at 9 am)	15.08.24						16.08.24
D240085MEM	Debts for Write off	Finance and Housing	23.08.24	28.08.24	04.09.24						
D240086MEM	Application for Removal of Council Tax Empty Property Premium Charge	Finance and Housing	23.08.24	28.08.24	04.09.24						
Decision pending	Call in period	Key Decision	Private	Urgent							
	Subject to call in										

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URG - outside of budget and policy framework

Number of monthly call-ins:	0
Number of call-ins for year:	1

Executive Decisions Record - July 2024

Decision Number	Title	Cabinet Member	Date of Decision	Date Published	Call-in period ends	Called in	Scrutiny Committee Consideration	Referred back to Cabinet	Referred back to Council	Council referred to Cabinet	Date Decision Effective
D240070CAB	Decarbonising and Energy Efficiency Capital Plan Schemes	Cabinet	08.07.24	10.07.24	17.07.24						18.07.24
D240071CAB	Community Development Grants										
D240072CAB	Household Support Fund										
D240073CAB	2023/24 Financial Outturn and May 2024 Budgetary Control										
D240074CAB	Tonbridge and Malling Draft Productivity Plan										
D240075MEM	Safeguarding Officer	Community Services	10.07.24	10.07.24	17.07.24						18.07.24
D240076MEM	Application for Removal of Council Tax Empty Property Premium Charge	Finance and Housing	12.07.24	15.07.24	22.07.24						23.07.24
D240077MEM	Climate Change Monitoring and Reporting	Climate Change, Regeneration and Property	17.07.24	19.07.24	26.07.24						27.07.24
D240078MEM	Health Priorities	Finance and Housing	17.07.24	19.07.24	26.07.24						27.07.24
D240079MEM	Approval of Food and Safety Team Service Plan 2024/25	Climate Change, Regeneration and Property	18.07.24	19.07.24	26.07.24						27.07.24
D240080MEM	Surrender of lease of Ightham Village Hall Car Park	Climate Change, Regeneration and Property	23.07.24	23.07.24	30.07.24						31.07.24
D240081MEM	Write off of Debt above £5,000 in respect of the Castlemas 2022 Event	Finance and Housing	31.07.24	01.08.24	08.08.24						09.08.24
D240082MEM	Customer Portals - Extending Local Land and Property Gazetteer (LLPG) Address Search to include National	Finance and Housing	31.07.24	01.08.24	08.08.24						09.08.24
Decision pending	Call in period	Key Decision	Private	Urgent							
	Subject to call in										

URG - outside of budget and policy framework

Number of monthly call-ins:	0
Number of call-ins for year:	1

Executive Decisions Record - June 2024

Decision Number	Title	Cabinet Member	Date of Decision	Date Published	Call-in period ends	Called in	Scrutiny Committee Consideration	Referred back to Cabinet	Referred back to Council	Council referred to Cabinet	Date Decision Effective	
D240057CAB	Housing Association Performance Framework	Cabinet	04.06.24	06.06.24	13.06.24						14.06.24	
D240058CAB	Risk Management											
D240059CAB	Tree Enforcement and TPO Protocols											
D240060CAB	Local Plan - Duty to Co-operate											
D240061CAB	Transfer Incentive Scheme											
D240062CAB	Graffiti Update											
D240063CAB	Corporate Strategy Action Plan											
D240064CAB	TTC Programme Board - TORs											
D240065CAB	Adoption of High Weald National Landscape AONB Management Plan 2024-29											
D240066CAB	Grounds Maintenance Contract											
D240067MEM	UKSPF Year 2 Overview and Year 3 Update	Climate Change, Regeneration and Property	19.06.24	20.06.24	27.06.24					28.06.24		
D240068MEM	Applications for Discretionary Rate Relief	Finance and Housing	26.06.24	26.06.24	03.07.24					04.07.24		
D240069MEM	Application for Removal of Council Tax Empty Properties Premium Changes	Finance and Housing	26.06.24	27.06.24	04.07.24					05.07.24		
Decision pending	Call in period	Key Decision	Private	Urgent								
	Subject to call in											

URG - outside of budget and policy framework

Number of monthly call-ins:	0
Number of call-ins for year:	1

Executive Decisions Record - May 2024

Decision Number	Title	Cabinet Member	Date of Decision	Date Published	Call-in period ends	Called in	Scrutiny Committee Consideration	Referred back to Cabinet	Referred back to Council	Council referred to Cabinet	Date Decision Effective
D240045MEM	The use of part of the Angel East car park to allow the operation of a mobile prostate cancer screening unit	Finance and Housing	07.05.24	09.05.24	16.05.24						17.05.24
D240046MEM	To appoint Bloomfields Chartered Town Planners to undertake work on a masterplan for Tonbridge Farm	Community Services	07.05.24	16.05.24	23.05.24						24.05.24
D240047MEM	Update to Integra Centros Financial Management System	Finance and Housing	13.05.24	16.05.24	23.05.24						24.05.24
D240048MEM	Application for Hardship Relief	Finance and Housing	17.05.24	17.05.24	24.05.24						25.05.24
D240049MEM	Community Safety Partnership Plan 2024 - 2025 (CESSC)	Community Services	22.05.24	24.05.24 (pre 10am)	31.05.24						01.06.24
D240050MEM	Air Quality Management Area Status Updates and Recommendations (CESSC)	Climate Change, Regeneration and Property	22.05.24	24.05.24 (pre 10am)	31.05.24						01.06.24
D240051MEM	Application for Hardship Relief	Finance and Housing	29.05.24	30.5.25	06.06.24						07.06.24
D240052MEM	Debts for Write Off	Finance and Housing	29.05.24	30.5.25	06.06.24						07.06.24
D240053MEM	Discretionary Rate Relief	Finance and Housing	29.05.24	30.5.25	06.06.24						07.06.24
D240054MEM	National Enforcement Solution	Transformation and Infrastructure	29.05.24	30.5.25	06.06.24						07.06.24
D240055MEM	Council Tax Empty Properties Premium Changes	Finance and Housing	29.05.24	30.5.25	06.06.24						07.06.24
D240056MEM	Council Tax Liability Refund	Finance and Housing	29.05.24	30.5.25	06.06.24						07.06.24

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Decision pending	Call in period	Key Decision	Private	Urgent
	Subject to call in			

URG - outside of budget and policy framework

Number of monthly call-ins:	0
Number of call-ins for year:	1

Executive Decisions Record - April 2024

Decision Number	Title	Cabinet Member	Date of Decision	Date Published	Call-in period ends	Called in	Scrutiny Committee Consideration	Referred back to Cabinet	Referred back to Council	Council referred to Cabinet	Date Decision Effective
D240033MEM	Electric Vehicle Pathway – The use of the Climate Change Reserve to make up the difference between the	Climate Change, Regeneration and Property	02.04.24	04.04.24	11.04.24						12.04.24
D240034CAB	Parking Proposals and changes to on and off street parking fees and charges	Cabinet	02.04.24	05.04.24	12.04.24	8.04.24	22.4.24	30.4.24*			N/A
D240034(1)CAB	Call in of D240034CAB - Parking Proposals	Cabinet Original DN amended to reflect recommendations	30.4.24	02.05.24	N/A						30.04.24
D240035CAB	TTC Programme Manager	Cabinet	02.04.24	05.04.24	12.04.24						13.04.24
D240036CAB	Empty Homes	Cabinet	02.04.24	05.04.24	12.04.24						13.04.24
D240037CAB	Voluntary Sector Grants - Future Funding Options	Cabinet	02.04.24	05.04.24	12.04.24						13.04.24
D240038CAB	Procurement Support	Cabinet	02.04.24	05.04.24	12.04.24						13.04.24
D240039CAB	TTC Asset Review - Phase 2	Cabinet	02.04.24	05.04.24	12.04.24						13.04.24
D240040CAB	National Planning Policy Legislation update	Cabinet	02.04.24	05.04.24	12.04.24						13.04.24
D240041CAB	TA and Homelessness Consultancy	Cabinet	02.04.24	05.04.24	12.04.24						13.04.24
D240042CAB	Gibson Building Update	Cabinet	02.04.24	05.04.24	12.04.24						13.04.24
D240043MEM	UKSPF - Green Retrofit Skills	Climate Change, Regeneration and Property	10.04.24	11.04.24	18.04.24						19.04.24
D240044MEM	Approval to extend memorandum of agreement with MVCP until April 2029	Community Services	29.04.24	29.04.24	07.05.24						08.05.24
Decision pending	Call in period	Key Decision	Private	Urgent							
	Subject to call in										

Number of monthly call-ins:	1
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URG - outside of budget and policy framework

*D240034CAB superseded by D240034(1)CAB

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OVERVIEW AND SCRUTINY SELECT COMMITTEE – UPCOMING MATTERS

2024-25

C=Council; CAB = Cabinet; DEL = Delegated to Committee; INFO = matters for information. Cabinet are responsible for ALL Key Decisions (KD). Some Non-Key Decisions (NKD) can be taken by Cabinet Members outside of the meeting.

DECISION (TITLE)	DESCRIPTION	C/CAB/ DEL/INFO	KD/NKD	CAB MEMBER DN Y/N	PART 1 OR 2	MEETING DATE	OFFICER IN PERSON ATTENDANCE Y/N
Tonbridge Community Forum	Final report considering suggested changes to TCF				1	14 November 2024	
Scrutiny Review of GP Surgeries	Report considering pressure on GP Practices regarding capacity issues, particularly where new development is taking place.				1		
Review of progress – Agile		Info					
Key Performance Indicators	Standing Item	Info					
Record of Executive Decisions	Standing item	Info					
Work Programme	Standing Item	Info					

DECISION (TITLE)	DESCRIPTION	C/CAB/ DEL/INFO	KD/NKD	CAB MEMBER DN Y/N	PART 1 OR 2	MEETING DATE	OFFICER IN PERSON ATTENDANCE Y/N
Annual update of Call-ins during 2023	TBC	Info				23 January 2025	
Key Performance Indicators	Standing Item	Info					
Record of Executive Decisions	Standing Item	Info					
Work Programme	Standing Item	Info					
						3 April 2025	
Key Performance Indicators	Standing Item	Info					
Record of Executive Decisions	Standing item	Info					
Work Programme	Standing item	Info					

Agenda Item 14

Any other items which the Chairman decides are urgent due to special circumstances and of which notice has been given to the Chief Executive.

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Agenda Item 15

The Chairman to move that the press and public be excluded from the remainder of the meeting during consideration of any items the publication of which would disclose exempt information.

**ANY REPORTS APPEARING AFTER THIS PAGE CONTAIN EXEMPT
INFORMATION**

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Agenda Item 16

Any other items which the Chairman decides are urgent due to special circumstances and of which notice has been given to the Chief Executive.

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