



# Epping Forest District Council

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## **CABINET** **Monday 13th November 2023**

You are invited to attend the next meeting of **Cabinet**, which will be held at:

**Council Chamber, Civic Offices, High Street, Epping**  
on **Monday 13th November 2023**  
at **7.00 pm**

**Georgina Blakemore**  
Chief Executive

**Democratic Services**  
**Officer:** V Messenger (Democratic Services)  
Tel: (01992) 564243

**Members:** Councillors C Whitbread (Leader of Council & Leader of the Conservative Group) (Chairman), N Bedford (Deputy Leader & Place Portfolio Holder) (Vice-Chairman), R Balcombe, S Kane, S Patel, J Philip, H Whitbread and K Williamson

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**PLEASE NOTE THAT THIS MEETING IS OPEN TO ALL MEMBERS TO ATTEND**

**[This meeting will be broadcast live and recorded for repeated viewing.](#)**

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### **1. WEBCASTING INTRODUCTION**

This meeting is to be webcast and the Chairman will read the following announcement:

"I would like to remind everyone present that this hybrid meeting will be broadcast live to the internet (or filmed) and will be capable of repeated viewing (or other such use by third parties).

Therefore, by participating in this meeting, you are consenting to being filmed and to the possible use of those images and sound recordings for webcasting and/or training purposes. If any public speakers on MS Teams do not wish to have their image captured, they should ensure that their video setting throughout the meeting is turned off and set to audio only.

Please also be aware that if technical difficulties interrupt the meeting that cannot be overcome, I may need to adjourn the meeting.

**Members are reminded to activate their microphones before speaking".**

**2. APOLOGIES FOR ABSENCE**

To be announced at the meeting.

To report non-attendance before the meeting, please use the [Members Portal webpage](#) to ensure your query is properly logged.

Alternatively, you can access the Members portal from the front page of the [Council's website](#), at the bottom under 'Contact Us'.

**3. DECLARATIONS OF INTEREST**

To declare interests in any item on this agenda.

**4. MINUTES (Pages 5 - 9)**

To confirm the minutes of the meeting of the Cabinet held on 9 October 2023.

**5. REPORTS OF PORTFOLIO HOLDERS**

To receive oral reports from Portfolio Holders on current issues concerning their Portfolios, which are not covered elsewhere on this agenda.

**6. PUBLIC QUESTIONS AND REQUESTS TO ADDRESS THE CABINET**

To receive any questions submitted by members of the public and any requests to address the Cabinet.

**(a) Public Questions**

To answer questions asked by members of the public after notice in accordance with the provisions contained within Part 4 of the Constitution (Council Rules, Rule Q3) on any matter in relation to which the Cabinet has powers or duties or which affects the District.

**(b) Requests to Address the Cabinet**

Any member of the public or a representative of another organisation may address the Cabinet on any agenda item (except those dealt with in private session as exempt or confidential business) due to be considered at the meeting, in accordance with the provisions contained within Article 7 of the Constitution (The Executive, Paragraphs 27 and 28).

**7. OVERVIEW AND SCRUTINY**

To consider any matters of concern to the Cabinet arising from the Council's Overview and Scrutiny function and to identify any matters that the Cabinet would like the Overview and Scrutiny Committee to examine as part of its work programme.

**8. LOCAL COUNCIL TAX SUPPORT SCHEME 2024/25 (Pages 10 - 18)**

(Finance and Economic Development – Cllr J Philip) To approve the introduction of new income banded / grid scheme for working age applicants with effect from 1 April 2024 (C-025-2023-24).

**9. HOUSING ALLOCATION SCHEME - 1-YEAR REVIEW (Pages 19 - 79)**

(Housing and Strategic Health Partnerships – Cllr H Whitbread) To agree the recommendations of the main changes that were made to our Housing Allocations Scheme, which have been in place for one year (C-026-2023-24).

**10. HGGT GOVERNANCE / JOINT COMMITTEE (Pages 80 - 150)**

(Place – Cllr N Bedford) To agree to the establishment of a Joint Committee in respect of matters pertaining to the Harlow and Gilston Garden Town (C-027-2023-24).

**11. NORTH WEALD BASSETT MASTER PLAN ALLOCATION SITE (Pages 151 - 165)**

(Place – Cllr N Bedford) To approve the draft North Weald Bassett Strategic Masterplan Framework and commencement of the public consultation (C-028-2023-24). Please see Appendix 1 published separately in four parts.

**12. QUARTER 2 BUDGET MONITORING REPORT 2023/24 (Pages 166 - 190)**

(Finance and Economic Development – Cllr J Philip) To note the Quarter 2 position (C-029-2023-24).

**13. ANY OTHER BUSINESS**

Section 100B(4)(b) of the Local Government Act 1972, together with paragraphs 6 and 24 of the Council Procedure Rules contained in the Constitution requires that the permission of the Chairman be obtained, after prior notice to the Chief Executive, before urgent business not specified in the agenda (including a supplementary agenda of which the statutory period of notice has been given) may be transacted.

In accordance with Operational Standing Order 6 (non-executive bodies), any item raised by a non-member shall require the support of a member of the Committee concerned and the Chairman of that Committee. Two weeks' notice of non-urgent items is required.

**14. EXCLUSION OF PUBLIC AND PRESS**Exclusion

To consider whether, under Section 100(A)(4) of the Local Government Act 1972, the public and press should be excluded from the meeting for the items of business set out below on grounds that they will involve the likely disclosure of exempt information as defined in the following paragraph(s) of Part 1 of Schedule 12A of the Act (as amended) or are confidential under Section 100(A)(2):

<b>Agenda Item No</b>	<b>Subject</b>	<b>Exempt Information Paragraph Number</b>
Nil	Nil	Nil

The Local Government (Access to Information) (Variation) Order 2006, which came into effect on 1 March 2006, requires the Council to consider whether maintaining the exemption listed above outweighs the potential public interest in disclosing the information. Any member who considers that this test should be applied to any currently exempted matter on this agenda should contact the proper officer at least 24 hours prior to the meeting.

Background Papers

Article 17 of the Constitution (Access to Information) define background papers as being documents relating to the subject matter of the report which in the Proper Officer's opinion:

- (a) disclose any facts or matters on which the report or an important part of the report is based; and
- (b) have been relied on to a material extent in preparing the report and does not include published works or those which disclose exempt or confidential information and in respect of executive reports, the advice of any political advisor.

The Council will make available for public inspection one copy of each of the documents on the list of background papers for four years after the date of the meeting. Inspection of background papers can be arranged by contacting either the Responsible Officer or the Democratic Services Officer for the particular item.

## EPPING FOREST DISTRICT COUNCIL CABINET MEETING MINUTES

Monday 9 October 2023, 7.00 pm - 7.40 pm

**Council Chamber, Civic Offices, High Street, Epping**

<b>Members Present:</b>	Councillors C Whitbread (Chairman), R Balcombe, S Kane, S Patel, J Philip, H Whitbread and K Williamson
<b>Other Councillors:</b>	Councillors R Brookes, J M Whitehouse and D Wixley
<b>Other Councillors (Virtually):</b>	Councillor S Heap
<b>Apologies:</b>	Councillor N Bedford
<b>Officers In Attendance:</b>	Georgina Blakemore (Chief Executive), Tom Carne (Corporate Communications Team Manager), Melissa Faux (Senior Crime and ASB Officer), Jennifer Gould (Strategic Director and Chief Operating Officer), Christopher Hartgrove (Interim Chief Financial Officer), David King (Licensing Manager), Therese Larsen (Democratic Services Officer), Vivienne Messenger (Democratic Services Officer), Steven Mitchell (PR Website Editor), Andrew Small (Strategic Director, Corporate and Section 151 Officer), Christopher Smith (Environmental Enforcement Officer), John Taphouse (Interim Head of Asset Management) and Mandy Thompson (Interim Acting Service Director (Technical))
<b>Officers In Attendance (Virtually):</b>	Gary Woodhall (Team Manager - Democratic & Electoral Services)

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**[A RECORDING OF THIS MEETING IS AVAILABLE FOR REPEATED VIEWING](#)**

### **38 WEBCASTING INTRODUCTION**

The Leader of Council made a short address to remind everyone present that the meeting would be broadcast live to the internet, and would be capable of repeated viewing, which could infringe their human and data protection rights.

### **39 DECLARATIONS OF INTEREST**

There were no declarations of interest pursuant to the Council's Members' Code of Conduct.

### **40 MINUTES**

That the minutes of the Cabinet meeting held on 18 September 2023 be taken as read and signed by the Leader as a correct record.

### **41 REPORTS OF PORTFOLIO HOLDERS**

- (a) Community Health and Wellbeing Portfolio

Councillor S Patel reported that a vigil was being held from 18.30 in Epping tonight by Rabbi Posen following the terrible events in Israel over the weekend, which Councillors L Burrows and H Whitbread were attending as representatives of the Council.

(b) Customer and Corporate Support Services

Councillor S Kane reported that all members would soon be required to change their main log-in password following a potential security issue.

#### **42 PUBLIC QUESTIONS AND REQUESTS TO ADDRESS THE CABINET**

The Cabinet noted that no public questions or requests to address the Cabinet had been received for consideration at the meeting.

#### **43 OVERVIEW AND SCRUTINY**

The Chairman of the Committee reported that there was nothing to report as there had been no recent meetings of the Overview and Scrutiny Committee.

#### **44 AGENDA ITEMS REORDERED**

The Cabinet agreed the Landlord Compliance Policies agenda item would be dealt with later in the meeting, as Councillor H Whitbread had given her apologies for lateness since she was attending a vigil in Epping.

#### **45 GROUNDS MAINTENANCE UPDATE**

The Regulatory Services Portfolio Holder, Councillor K Williamson, informed the Cabinet that this update had been pre-scrutinised by Place Scrutiny Committee in September. The report detailed the challenges that had arisen and the steps Qualis Property Solutions had taken to mitigate them while continuing to strive to improve performance and customer satisfaction where it could.

Councillor J Philip queried if there were still seven vacancies (see paragraph 6 of agenda report), but the Regulatory Interim Service Director, M Thompson, clarified that as four FT posts had been recruited to, there were three vacancies currently.

The report set out the options considered, if any, and the reasons for the recommendation and the decision.

**Decision:**

That the Cabinet considered and agreed the report noting that, as four FT posts had been recruited to, there were three posts currently vacant.

#### **46 PUBLIC SPACES PROTECTION ORDER (PSPO) - DOG CONTROL**

The Anti-Social Behaviour, Crime and Policing Act 2014 introduced a variety of powers for local authorities to deal with anti-social behaviour including PSPOs to deal with a particular nuisance or problem in a certain area which, if detrimental to the local community's quality of life, allowed conditions to be imposed on the use of that area and would apply to everyone.

Councillor K Williamson (Regulatory Services Portfolio Holder) advised that the Council tried to encourage responsible dog ownership, for the benefit of all residents and visitors to the District and that responsible ownership would be supported by a set of conditions outlined in the report. It was noted that there had been incidences in the District and having a PSPO in

operation would streamline and improve the enforcement process carried out by the Council's Environment & Neighbourhoods officers.

The Cabinet agreed to amend the wording of the second decision to read, '...where greater than 60% of responses...', as below.

The report set out the options considered, if any, and the reasons for the recommendation and the decision.

**Decision:**

- (1) That the Cabinet agreed to a 28-day public consultation on the proposed Public Space Protection Order (PSPO).
- (2) That the Cabinet agreed where greater than 60% of responses were positive that the proposed PSPO be implemented on the date specified in the public notice.
- (3) That the Cabinet agreed where more than 40% of objections were made, it would reconsider the proposal in light of those objections within 2 months of the date specified in the public notice.

**47 PUBLIC SPACES PROTECTION ORDER (PSPO) - DEBDEN BROADWAY**

The Regulatory Services Portfolio Holder informed the Cabinet that a proposed PSPO was set up to provide a safe environment for residents, workers and the community when frequenting The Broadway. The Portfolio Holder recommended the report to Cabinet and that a decision on a 28-day consultation was being sought. The report had been pre-scrutinised by the Place Scrutiny Committee in September.

In reply to the Housing and Strategic Health Partnerships Portfolio Holder (Councillor H Whitbread), the Regulatory Services Portfolio Holder advised that other areas within the District could be looked at with a view to being funded by the Home Office 'ASB hotspot patrols' scheme as well. The Senior Crime and ASB Officer (M Faux) advised if another PSPO was set up, the exact same process based on evidence would be needed.

The Cabinet agreed to amend the wording of the second decision to read, '...where greater than 60% of responses...', as below.

The report set out the options considered, if any, and the reasons for the recommendation and the decision.

**Decision:**

- (1) That the Cabinet agreed to a 28-day public consultation on the proposed Public Space Protection Order (PSPO).
- (2) That the Cabinet agreed where greater than 60% of responses were positive that the proposed PSPO be implemented on the date specified in the public notice.
- (3) That the Cabinet agreed where more than 40% of objections were made, it would reconsider the proposal in light of those objections within 2 months of the date specified in the public notice.

#### 48 LANDLORD COMPLIANCE POLICIES

The Housing and Strategic Health Partnership Portfolio Holder recommended the report to Cabinet, as the Council was a provider of social housing and was required to meet the legislative standards in respect of the five safety policies detailed in the report.

In reply to Councillor S Kane (Customer and Corporate Support Services Portfolio Holder) about a Waltham Abbey resident not being allowed to park a mobility scooter in a communal area, Councillor H Whitbread clarified that nothing could be stored in the communal corridors of blocks, but she would try and find a way forward on this.

The report set out the options considered, if any, and the reasons for the recommendation and the decision.

**Decision:**

That the Cabinet adopted the following Landlord Compliance Policies covering:

- (1) Electrical Safety Policy
- (2) Fire Safety Policy
- (3) Gas Safety Policy
- (4) Lift Safety Policy
- (5) Water Hygiene Policy

#### 49 TAXI TARIFF CONSULTATION

Section 65 of the Local Government (Miscellaneous Provisions) Act 1976 permitted Licensing Authorities to set the fares tariff for Hackney carriages (taxis) licensed in the district. The tariff set the maximum fares that taxis could charge the public when using their vehicles. The report detailed the current taxi tariff agreed in 2014 and the proposed, increased tariffs. The Regulatory Services Portfolio Holder stated that the legislation required a public consultation and a public notice advertising the changes before the tariffs took effect. Therefore, the Cabinet's agreement to a 28-day public consultation was being sought.

In reply to queries on the national and Essex councils rankings in the report, Councillor K Williamson replied that it depended on when other councils had undertaken their reviews.

The report set out the options considered, if any, and the reasons for the recommendation and the decision.

**Decision:**

- (1) That the Cabinet agreed to a 28-day public consultation on the proposed taxi tariff.
- (2) That the Cabinet agreed that where no objections were made, the proposed taxi tariff be implemented on the date specified in the public notice.
- (3) That the Cabinet agreed that where objections were made, it would reconsider the proposal in light of those objections within 2 months of the date specified in the public notice.



**50 ANY OTHER BUSINESS****(a) Updated Medium-Term Financial Plan 2024/25 to 2028/29**

The MTFP provided a tentative, forward look at the Council's financial picture over the next five years (2024/25 through to 2028/29). Councillor J Philip (Finance and Economic Development Portfolio Holder) reported it would be a very difficult budget setting process this year because of the economic and wage situations along with inflation. There would be fewer easier opportunities going forwards. Appendix A detailed the General Fund element of the MTFP which revealed a projected deficit of £3.720 million in 2024/25. The HRA element of the MTFP (Appendix B) revealed a small surplus in 2024/25. It was noted the projected balance of the HRA in March 2024 could comfortably withstand the planned deficits in 2025/26 and 2026/27.

The report set out the options considered, if any, and the reasons for the recommendation and the decision.

**Decision:**

- (1) That the Cabinet noted the report, including the:
  - General Fund element of the updated Medium-Term Financial Plan (2024/25 to 2028/29) (Appendix A); and
  - Housing Revenue Account element of the updated Medium-Term Financial Plan (2024/25 to 2028/29) (Appendix B).
- (2) That the Cabinet considered and agreed with the assumptions contained in the MTFP and the potential options for addressing the underlying budget deficit in order to set a balanced budget for 2024/25.

**(b) Capital Programme Update 2024/25 to 2028/29**

Introduced by the Finance and Economic Development Portfolio Holder, the Capital Programme Update was a key part of the early budget preparations for 2024/25. The updated (indicative) Capital Programme comprised a total investment of £210.258 million (General Fund £53.913 million and Housing Revenue Account £156.345 million) over the five-year period 2024/25 to 2028/29. The growth items were indicative. If the Council did not need to borrow it would not because of the high interest rates. The Leader (Councillor C Whitbread) remarked this was a bold outline.

The report set out the options considered, if any, and the reasons for the recommendation and the decision.

**Decision:**

- (1) That the Cabinet noted the report, including both the updated General Fund and Housing Revenue Account Capital Programmes (2024/25 to 2028/29) at Appendix A; and
- (2) That the Cabinet did not identify any other actions (in the context of the updated Medium-Term Financial Plan) for the further refinement of the Capital Programme as part of developing integrated draft budget proposals for further consideration by Cabinet in December 2023.

# Agenda Item 8

## Report to the Cabinet



Epping Forest  
District Council

**Report reference:** C-025-2023/24

**Date of meeting:** 13 November 2023

**Portfolio:** Finance and Economic Development Portfolio (Cllr John Philip)

**Subject:** Local Council Tax Support Scheme 2024/25

**Responsible Officer:** Peter Freeman / Revs & Bens Service Manager  
([pfreeman@eppingforestdc.gov.uk](mailto:pfreeman@eppingforestdc.gov.uk))

**Democratic Services Officer:** V Messenger ([democraticservices@eppingforestdc.gov.uk](mailto:democraticservices@eppingforestdc.gov.uk))

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### Recommendations/Decisions Required:

**(1) Recommendation;**

- a) The Cabinet approve the introduction of a new income banded / grid scheme for working age applicants with effect from 1 April 2024 to reduce the administrative burden placed on the Council since the introduction of Universal Credit and to target support to the lowest income families.
- b) That following the results of the consultation exercise the scheme proposed in a) above is amended to include Child Benefit as a disregarded income.

or

**(2) Recommendation;**

The Cabinet note that the Local Council Tax Support scheme for 2023/24 continues unchanged 2024/25 (see link under Background Papers).

### Executive Summary:

Council Tax Reduction (CTR) was introduced by Central Government in April 2013 as a replacement for the Council Tax Benefit scheme administered on behalf of the Department for Work and Pensions (DWP). As part of the introduction, the Government:

- Placed the duty to create a local scheme for **Working Age** applicants with billing authorities;
- Reduced initial funding by the equivalent of ten per cent from the levels paid through benefit subsidy to authorities under the previous Council Tax Benefit scheme; and
- Prescribed that persons of **Pension age** would be dealt with under regulations set by Central Government and not the authorities' local scheme.

Since that time, funding for the Council Tax Reduction scheme has been amalgamated into other Central Government grants paid to Local Authorities and also within the Business Rates Retention

regime. It is now generally accepted that it is not possible to identify the amount of funding actually provided from Central Government sources.

The current Council Tax Reduction scheme administered by the Council is effectively divided into two, with pension age applicants receiving support under the rules prescribed by Central Government, and the scheme for working age applicants being determined solely by the local authority.

Pensioners, subject to their income, can receive up to 100 per cent support towards their Council Tax. The Council has no power to change the level of support provided to pensioners and therefore any changes to the level of CTR can only be made to the working age scheme.

When Council Tax Reduction was introduced in 2013, for working age applicants, the Council (together with the other Essex authorities) broadly adopted the previous means tested Council Tax Benefit scheme as the basis of awarding support. Due to the reduction in funding from Central Government, currently the Council requires working age applicants to make a minimum payment of 25%.

The scheme also currently restricts the support to a maximum of Council Tax Band D. In effect applicants living in premises which are in Band E or above will have their reduction calculated on a Band D level only.

Since 2013 only slight changes have been made to bring the scheme into line with either Housing Benefit or Universal Credit. These have been relatively minor and a more fundamental change is now required.

### **Reasons for Proposed Decision:**

The purpose of this report is to recommend that the Council approves the implementation of a revised Council Tax Reduction Scheme with effect from 1<sup>st</sup> April 2024.

Each year the Council is required to review its Council Tax Reduction Scheme in accordance with the requirements of the schedule 1A of the Local Government Finance Act 1992 and to either maintain the scheme or replace it.

Council Tax Reduction (CTR) was introduced from 1 April 2013 when it replaced the Central Government funded Council Tax Benefit regime. From its inception, the funding available to the Council from government has reduced year on year.

It is now essential that the Council make changes to the CTR scheme for working age applicants in order to reduce the significant administrative burden placed on the Council by the introduction of Universal Credit and also to provide a scheme which is more supportive to those households on the lowest incomes.

The changes proposed affect only applicants who are of working age and the scheme for pension age applicants is not affected in any way. The rules for all pension age applicants are prescribed by Central Government.

This report recommends that the Council adopts a new scheme for working age applicants with effect from 1 April 2024 in respect of the 2024/25 financial year.

### **Other Options for Action:**

The alternative to introducing a new scheme for Council Tax Reduction from 2024/25 is to leave the existing scheme in place. This would be a short-term option; lead to continuation of increasing

costs of administration; and in the longer term, significantly affect the collection of Council Tax and the effectiveness of the scheme to support households within the Council's area.

## **Report:**

### **The main issues with the current scheme**

1.1 There are a number of issues with the current scheme that will need addressing if the system is to continue to provide effective support to low-income taxpayers and also if the Council is able to provide the service in an efficient manner. The main issues are as follows:

- The need to target the support available to low-income households and assist in:
  - The overall collection of Council Tax;
  - The introduction of Universal Credit for working age applicants; and
  - The need for a simplified scheme.

1.2 Each of the above are examined in detail below:

### **The need to assist low-income households and assist in the collection of Council Tax**

1.3 Since 2013, with the introduction of Council Tax Reduction most authorities, including the Council, have required all working age applicants to pay a minimum payment. In the case of Epping Forest this was set at 25% for most working age and support is limited to a maximum of a Band D Council Tax level.

1.4 The scheme also reduces the level of support where an applicant has non-dependant(s) residing with them.

1.5 There is a strong view within many authorities that more assistance should be provided to those households on the lowest of incomes. This view has gained momentum over the past few years but has been reinforced since the COVID-19 crisis and the cost-of-living crisis, both of which have had a major effect on incomes generally.

### **Council Tax Reduction and the roll out of Universal Credit**

1.6 The introduction of Universal Credit has, as experienced in all other areas, brought a number of significant challenges to both the administration of Council Tax Reduction and the collection of Council Tax generally. All Councils have experienced the following:

- The reluctance of Universal Credit claimants to make a prompt claim for Council Tax Reduction leading to a loss in entitlement;
- A high number of changes to Universal Credit cases are received from the Department for Work and Pensions (DWP) requiring a change to Council Tax;
- Reduction entitlement. On average 40% of Universal Credit claimants have between eight and twelve changes in entitlement per annum. These changes result in amendments to Council Tax liability, the re-calculation of instalments, delays, and the demonstrable loss in collection; and
- The increased costs of administration through multiple changes with significant additional staff and staff time being needed.

1.7 Clearly, the existing means tested Council Tax Reduction scheme, which is too reactive to change, will not be viable in the longer term now that Universal Credit has been rolled out fully within the area and the increase in the number of Universal Credit claimants due to the rises.

1.8 It should also be noted that the DWP are also moving all existing Income Based Jobseeker's Allowance, Income Support and Tax Credit cases across to Universal Credit by

2024 with the remaining cases (Income Related Employment and Support Allowance) moving to Universal Credit by 2028. In effect, this move will increase the number of Universal Credit cases in the District by almost 30%.

- 1.9 The move to a new, future proofed, more efficient Council Tax Reduction scheme from 2024 is now imperative.

#### **The need for a simplified approach to the Council Tax Reduction Scheme.**

- 1.10 Notwithstanding the effects of Universal Credit, the existing scheme is based on an 'old fashioned' means tested benefit scheme. It has major defects namely:
- It is complex for customers to understand and is based on a complex calculation of entitlement;
  - The administration for staff is complex, with staff having to request significant amounts of information from applicants;
  - Staff have to undergo significant training to be proficient in processing claims;
  - The timescales for processing applications is lengthy, mainly due to the complexity and evidence required to support the applications; and
  - The administration of the scheme is costly when compared to other discounts for Council Tax.
- 1.11 Clearly there is a need now to simplify the scheme, not only to mitigate the effects of Universal Credit, but also make it easier for customers to make a claim and to significantly reduce the costs of administration.

#### **The recommended approach for the 2024/25 Council Tax Reduction Scheme**

- 1.12 In view of the problems being experienced with the current scheme, it is recommended that a new approach be taken from 2024/25. The new approach fundamentally redesigns the scheme to address all of the issues highlighted and in particular;
- (a) The level of support available to the poorest households;
  - (b) The problems with the introduction of full-service Universal Credit; and
  - (c) The significant increase in administration costs due to the high level of changes received in respect of Universal Credit;
- 1.13 The new scheme has been completed and a full consultation has been completed with the public and the major precepting authorities in line with legislative requirements.
- 1.14 The responses from the major preceptors (County Council, the Police and Fire) are attached within Appendix A and an analysis of the public consultation (which concluded on 18th October 2023) is attached within Appendix B.
- 1.15 It should be noted that the Council has received favourable responses to the new approach following the public consultation, the majority of responses being positive in respect of all of the changes proposed. For information, 76% were in favour of introducing the new scheme with 15% against and 9% stating no preference. The one area of the proposed scheme that it is recommended in this report to revisit is the inclusion of Child Benefit as income, which is clearly unpopular according to the results of the consultation and has been raised by Citizens Advice too. According to our modelling of the proposed scheme, the exclusion of Child Benefit as income will cost approximately £90,000 and will result in a £60,000 uplift in the current LCTS expenditure, as the new scheme showed savings of around £30,000. The cost of the scheme is borne proportionately by the precepting authorities, which means the cost to the district council will be 8.1% in terms of a reduction in Band D Equivalents in the Council Tax Base for this authority. This is reflected in Recommendation 1 b).

1.16 If the recommendations are accepted by the Council, the new scheme will take effect from 1 April 2024.

1.17 The recommended new scheme has several key features as follows:

- The current means-tested schemes will be replaced by a simple income grid model as shown below:

Household Type	Weekly Net Income & Discount					
	A £0 to £100.00	B £100.01 to £175.00	C £175.01 to £250.00	D £250.01 to £325.00	E £325.01 to £400.00	F £400.01 +
Single - no child	75%	50%	25%	0%	0%	0%
Couple - no child	75%	50%	25%	0%	0%	0%
Single - 1 child	75%	75%	50%	25%	0%	0%
Couple - 1 child	75%	75%	50%	25%	0%	0%
Single - 2 children	75%	75%	75%	50%	25%	0%
Couple - 2 children	75%	75%	75%	50%	25%	0%
Severely Disabled	75%	75%	75%	75%	75%	0%

1.18 The following paragraphs provide more detail on the operation of the new scheme:

- (a) the highest level of discount will be at a maximum level of liability (75%), Band A, and all current applicants that are in receipt of a ‘\*passport benefit’ such as Income Support, Jobseeker’s Allowance (Income Based) and Employment and Support Allowance (Income Related) will receive maximum discount;
- (b) Where an applicant or partner would have, (but for this scheme), qualified for a Severe Disability Premium, discount will be awarded at 75% (subject to their income not exceeding £400 per week).
- (c) All other discount levels are based on the applicant’s and partner’s, (where they have one) net weekly income;
- (d) The Council Tax Band D maximum support level will be removed;
- (e) The scheme allows for variation in household size with the levels of income per band increasing where an applicant has a partner, and / or dependants;
- (f) There will be no charges made where an applicant has non-dependants living with them. This is a significant change and means that the administration of the scheme will be more straightforward whilst also protecting low-income families where adult sons and daughters for example remain at home;
- (g) To encourage work, a standard disregard of up to £20 per week will be provided against all earnings. This will take the place of the current standard disregards and additional earnings disregards. The current childcare disregards will remain in place;
- (h) Disability benefits such as Disability Living Allowance and Personal Independence Allowance will continue to be disregarded;
- (i) Child Maintenance will be disregarded;
- (j) *Child Benefit will be disregarded subject to the approval of Recommendation 1 b).*

- (k) An amount in respect of the housing element, limited capability for work / work related element, childcare element, disabled child element. and carer's element within Universal Credit will be disregarded;
- (l) The total disregard on war pensions and war disablement pensions will continue; and
- (m) The capital limit of £6,000 with no tariff (or assumed income) being applied will remain. Any applicant who has capital above that level will not qualify.

### **How the new scheme will address the problems with the current Council Tax Reduction**

1.19 With the simplicity of the proposed new scheme and by taking a more 'Council Tax discount approach', it will address the problems associated with the increased administration caused by failings in the current scheme and Universal Credit (UC) as follows:

(a) **The scheme will require a simplified claiming process** - All applicants will see a significant reduction in the claiming process, including a simpler and shorter claim form. For Universal Credit applicants, any UC data received from the Department for Work & Pensions (DWP) will be processed automatically without the need to request further information from the taxpayer. These changes will have the following distinct advantages namely:

(i) **Speed of processing** – all claims will be able to be calculated promptly without the need to request further information which inevitably leads to delays;

(ii) **Maximising entitlement to every applicant** - the claim process will be simplified significantly. Entitlement to Council Tax Reduction will be maximised with a reduced risk of loss of discount or the need for backdating;

(iii) **Maintenance of collection rates** – the new scheme will avoid constant changes in discount, the need to send further bills with multiple changes to instalments and therefore assist in maintaining the high collection rates currently achieved. The increased level of discount will assist all those applicants on the lowest levels of income, again improving the overall collection rate;

(b) **The income bands are sufficiently wide to avoid constant changes in discount.**

The current Council Tax Reduction scheme is very reactive and will alter even if the overall change to the person's liability is small. This is leading to constant changes in Council Tax liability, the need to recalculate monthly instalments and the requirement to issue a large number of Council Tax bills. The effect of this is that Council Tax collection is reduced. The new scheme, with its simplified income banding approach will have the following advantages:

(i) Only significant changes in income will affect the level of discount awarded;

(ii) Council Taxpayers who receive Council Tax Reduction will not receive multiple Council Tax bills and adjustments to their instalments; and

(iii) The new scheme is designed to reflect a more modern approach, where any discount changes it will be effective from the day of the change rather than the Monday of the following week.

### **Transition to the new scheme and the Exceptional Hardship Scheme**

1.20 In deciding on any new scheme, the Council must be mindful that any change in scheme or a transition to a new scheme may have result in a change to the entitlement of certain applicants. Inevitably, with any change in scheme, there will be winners and losers although

the proposed scheme has been designed to protect the most vulnerable. From modelling based on current values approximately 2,514 of applicants will receive either the same or more support and 555 will receive a reduced level of assistance. Should the recommendation 1 b) be accepted to disregard Child Benefit income then 2,692 gain or stay the same and 377 will receive a reduced level of assistance.

- 1.21 To mitigate this, the new scheme will contain additional provisions to protect individuals who experience exceptional hardship. This is similar to the scheme currently in place. Where any applicant is likely to experience exceptional hardship, they will be encouraged to apply for an exceptional hardship payment. The Council will consider all applications for exceptional hardship on an individual basis, taking into account available income and essential outgoings. Where appropriate further support will be given to the applicant.
- 1.22 This approach will enable individual applicants to be dealt with in a fair and equitable manner. The Exceptional Hardship Scheme will form part of the Council Tax Reduction Scheme and fall to be paid through the Collection Fund. Details of the Exceptional Hardship Scheme are provided in Appendix C.

### **Scrutiny Comments**

The draft Cabinet report was presented to Overview and Scrutiny Committee on 24 October 2023. The Committee were advised that an additional recommendation, to disregard Child Benefit as income in new scheme, would be included in the final report.

#### **The Committee**

- welcomed the simplified approach and acknowledged the new scheme would reduce the administrative burden, simplify the process and help people to enter the system.
- received confirmation that the armed forces disability allowance would be disregarded as income for the scheme, in line with other council policies.
- raised concerns about the percentage discount that would be available to single parent families but was assured that an Exceptional Hardship Fund would be in place to support those with worst impacted on a case by case basis
- were advised that the modelling used for the development of the scheme showed that with the revised recommendations on child benefit 88% of claimants would be the same or better off.
- suggested that an update on the outcomes of the new scheme should be included in the work programme for the next municipal year.

The Committee was supportive of the recommendations of the draft Cabinet report, endorsed the additional recommendation to disregard of Child Benefit as income for this scheme.

### **Resource Implications:**

The recommended scheme will provide a modern, more efficient scheme which will be more straightforward to administer for staff to administer.

### **Financial implications:**

The current Council Tax Reduction scheme costs approximately £6.8million, which is borne by the Council's Collection Fund. Costs are shared between the Council and the Major Precepting Authorities in the following proportions. The cost to the Council for implementing a banding scheme have been factored into the Medium-Term Financial Plan.

District Council 8.1%  
County Council 72.4%  
Police and Crime Commissioner 11.7%  
Fire and Rescue Service 4%



Local preceptors will meet the remaining 3.8%.

Whilst the approach and 'shape' of the scheme is changing, the overall intention will be to provide targeted support to those households on the very lowest incomes.

There is no intention to reduce the level of support available to other households and based on current modelling, were the new scheme to be in place at the current time, the costs would be £6.8million.

Financial modelling has been and will continue to be undertaken throughout the remainder of the current financial year.

Whilst the expected costs of the scheme for 2024/25 will be slightly higher, the overall level of Council Tax Reduction as a proportion of the Council Tax Base has reduced year on year since 2013. The proposed changes for 2024/25 would still represent a significant reduction in the proportion of costs in real terms compared to the original Council Tax Reduction level:

	<b>2022 £m</b>	<b>2023 £m</b>	<b>2024 (est) £m</b>
Gross CT Liability	107.7	112.7	118.5
CTR	6.7	6.8	6.8
%age	6.2%	6.0%	5.7%

Council Tax Reduction now represents a significantly smaller percentage of the Council Tax base.

It is expected that the overall costs of the scheme in terms of its percentage of the gross liability will continue to reduce year on year from 2024 onwards.

### **Legal and Governance Implications:**

Schedule 1A (3) of the Local Government Finance Act 1992, states:

Before making a scheme, the authority must:

- consult any major precepting authority which has power to issue a precept to it,
- publish a draft scheme in such manner as it thinks fit, and
- consult such other persons as it considers are likely to have an interest in the

### **Safer, Cleaner and Greener Implications:**

N/A

### **Consultation:**

A full consultation has been undertaken in line with the statutory requirements. Each of the major preceptors have been asked for their input and their responses are included within Appendix A.

A full analysis of the public consultation is included within Appendix B and it should be noted that consultees overwhelmingly agreed with **all** of the proposed changes to the scheme.

**Background Papers:**

Link to Local Council Tax Support scheme 2023/24:

[\(Public Pack\)Agenda Document for Council, 28/02/2023 19:00 \(eppingforestdc.gov.uk\)](#)

**Risk Management:**

Text for any Risk Management Issues...

**Equality:**

The move to the new scheme will either have a neutral or positive affect to the majority of working age claimants. From initial modelling 2,514 applicants will receive the same or more support than under the previous scheme.

As with all changes however there will be up to 555 applicants who may receive less support than previous. In all such cases, further support will be available through the Council's Exceptional Hardship Fund.

## **Report to the Cabinet**

**Report reference: C-026-2023-24**

**Date of meeting: 13 November 2023**



**Epping Forest  
District Council**

**Portfolio: Housing and Strategic Health Partnerships (Cllr Holly Whitbread)**

**Subject: EFDC Housing Allocation Scheme – 1 year review**

**Responsible Officer: Surjit Balu, Interim Director for Housing & Property**

**Democratic Services: Vivienne Messenger**  
email: [DemocraticServices@eppingforestdc.gov.uk](mailto:DemocraticServices@eppingforestdc.gov.uk)

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### **Recommendations/Decisions Required:**

Recommendation 1 – No change to medical banding

Recommendation 2 – No change to homeless households

Recommendation 3 – No change to lacking one bedroom or sharing accommodation

Recommendation 4 – No change to bedroom sizes

Recommendation 5a – The scheme remains unchanged for new applications from 26<sup>th</sup> September 2022 in relation to requests to move from a flat to a house for existing council tenants

Recommendation 5b – An end date of 25<sup>th</sup> September 2025 be introduced for applicants with 'legacy' rights to move from a flat to a house under the previous allocations scheme

### **Report:**

#### Introduction

The purpose of this report is to review the main changes that were made to our Housing Allocations Scheme having been in place for one year. The revised scheme was approved by Cabinet in March 2022 and implemented on 26<sup>th</sup> September 2022. For clarity, this report does not set out to review the Allocations Scheme. For information, a full copy of the Housing Allocations Scheme 2022-2027 is contained in **Appendix 1**.

As a Local Housing Authority, Epping Forest District Council has a statutory duty to publish a Housing Allocations Scheme. This Scheme is used to determine priorities when selecting a household to be offered the tenancy of Council owned accommodation, or to be nominated for an offer of housing from another registered provider.

The Scheme dictates how we operate our choice-based lettings system, often referred to as 'the housing register'. Qualifying applicants are placed in one of three bands (A, B or C) depending on their assessed need. The applicants' bands and registration dates are used to prioritise expressions of interest, or 'bids' for vacant properties that are advertised on a weekly basis. The purpose of a choice-based lettings system is to enable applicants to exercise some degree of choice as to where they live (albeit limited by supply and demand).

The demand for affordable rented housing in Epping Forest continues to outweigh the supply of suitable accommodation. Therefore, it is important that only those with a demonstrated

housing need can access our Council housing stock, and that those applications are prioritised correctly.

### Significant changes made to the Scheme

The table below summarises the main changes that were made to the Housing Allocations Scheme in 2022.

<b>Banding</b>	<b>Original Criteria</b>	<b>Revised Criteria</b>
Medical Banding	Only 2 medical bands - Band A 'urgent medical need' and Band C 'moderate medical need'.	3 medical bands - Band A 'emergency medical need', Band B 'urgent medical need' and Band C 'moderate medical need'.
Homeless Households	Statutory homeless households only received direct offers of housing.	Statutory homeless households can bid via choice-based lettings, in Band B.
Applicants lacking 1 bedroom	Band B priority awarded.	Band C priority awarded.
Applicants sharing accommodation with another household	Initially placed in Band C and moved to Band B after 2 years.	Remain in Band C, regardless of length of time.
Bedroom sizes	Applicants able to bid on properties one bedroom size smaller than their bedroom requirement.	Applicants only able to bid on properties that are the correct size for their family.
Flats to houses	Applicants living in EFDC flats able to join the register and bid on houses, with the same number of bedrooms.	This option removed, but those already on the list could continue to bid on houses.

There were several other, smaller changes made to the Housing Allocations Scheme in 2022, however many of these are not detailed in this report as they have not had any major impact on our applicants, or generated any significant interest from applicants or members.

### Impact of changes

#### **1. Medical banding**

As part of the implementation of the new Housing Allocations Scheme, we contacted all applicants who were recognised as having a medical need and asked them to complete a new medical assessment form, to give us an update on their condition. All medical forms were then sent to an independent medical advisor for re-assessment under the three new bands.

This exercise also helped us to identify a number of applicants on the housing register who had not logged on or placed a bid in a long time, in some cases years. These applications

were cancelled when we received no response after multiple attempts to contact them to request a new medical assessment.

On 23<sup>rd</sup> September 2022, before the implementation of our new Housing Allocations Scheme, the number of applicants placed in medical bands were as follows:

<b>Priority band</b>	<b>Number of applicants</b>
Band A – Urgent medical need	21 applicants
Band C – Moderate medical need	127 applicants

As of 1<sup>st</sup> August 2023, under the new Housing Allocations Scheme, the number of applicants placed in medical bands were as follows:

<b>Priority band</b>	<b>Number of applicants</b>
Band A – Emergency medical need	1 applicant
Band B – Urgent medical need	39 applicants
Band C – Moderate medical need	46 applicants

The reduction in the number of applicants attracting a medical priority can largely be attributed to the re-assessment exercise and the number of applications that were removed due to inactivity/failure to respond.

In the year prior to the new Housing Allocations Scheme being implemented, properties let to applicants with a recognised medical need were as follows:

<b>Priority band</b>	<b>Number of lets</b>
Band A – Urgent medical need	12
Band C – Moderate medical need	16

This represents 15% of all applicants on the register with a medical priority being housed during this period.

In the last 11 months since the new Housing Allocations Scheme has been implemented, properties let to applicants with a recognised medical need were as follows:

<b>Priority band</b>	<b>Number of lets</b>
Band A – Emergency medical need	4
Band B – Urgent medical need	5
Band C – Moderate medical need	5

This represents 14% of all applicants on the register with a medical priority being housed during this period, i.e., consistent with the previous year.

Since the implementation of the new Housing Allocations Scheme, we have received a total of 33 appeals relating to medical assessments. In 8% of these cases, we made the decision to award a higher medical priority following the appeal. This is fairly consistent with the year prior to the implementation of the new Housing Allocations Scheme, where we received 27 appeals relating to medical assessments, 11% of which were awarded a higher medical priority following their appeal. We would therefore conclude that the introduction of three medical bands has not caused a significant increase in customer appeals/complaints.

## Recommendations

Having three medical bands better reflects the varied nature of the conditions that our applicants present to us with, and allows us to prioritise their applications accordingly. Having three bands allows us to take a more nuanced approach to applications that might otherwise have been placed in Band C (moderate medical), because they didn't quite meet the threshold for Band A. Therefore, this change has had a positive impact and we would recommend that the three medical bands remain.

Recommendation 1 – No change to medical banding

### 2. Homeless households

Where the Council has accepted a duty to provide settled accommodation to a homeless household under Part 7 of the Housing Act 1996, we are required to give reasonable preference to their application for housing.

Under the previous Housing Allocations Scheme (2018-2022), homeless households living in temporary accommodation were not allowed to bid via the choice-based lettings system and were instead made 'direct offers' of accommodation, in order to discharge our duty.

It was felt that this 'two tier' system could be seen as unfair or discriminatory, therefore in the new Housing Allocations Scheme, homeless households are able to bid via the choice-based lettings system, in Band B. However, we do also reserve the right to place bids on any applicant's behalf if they are not bidding regularly, or if they are not successful on any bids within a reasonable timescale. This is known as placing 'auto bids' and is usually considered for homeless households after 6-8 bidding cycles.

In the year prior to the new Housing Allocations Scheme being implemented, we let 61 properties to homeless households via direct offer. Their bedroom needs were as follows:

Bedroom size required	Number of lets	Average waiting time
1 bed	30	10 months
2 bed	20	14 months
3 bed	8	2 years, 10 months
4 bed or larger	3	22 months

This represents 16.5% of all lets during this period.

In the last 11 months since the new Housing Allocations Scheme has been implemented, we let 92 properties to homeless households via the choice-based lettings system. Their bedroom needs were as follows:

Bedroom size required	Number of lets	Average waiting time
1 bed	32	6 months
2 bed	47	9 months
3 bed	13	18 months
4 bed or larger	0	N/A

This represents 34% of all lets during this period, a significant increase on the year prior.

More broadly, compared to the previous financial year, we have seen an increase in households approaching the EFDC homelessness service. Our homelessness service has been successful in preventing a number of approaches however, we have experienced an

increase of placements in bed and breakfast accommodation of approximately 9%. This can be attributed to factors such as the cost-of-living crisis, the postponement of evictions during the Covid-19 pandemic being removed, changes in legislation resulting in some private sector landlords exiting the market, and follow-on effects from conflict in other countries increasing demand here in the UK. This is in keeping with national trends around homelessness. Effective management of temporary accommodation budget and spend is very important. We did forecast and plan for a potential increase of up to 24% in demand for temporary accommodation compared to last year. So far, as indicated above, the increase has been 9% and we continue to monitor the situation closely.

To date, we have not received any complaints from applicants regarding the change from a direct offer system to a choice-based lettings system for homeless households living in temporary accommodation.

## **Recommendations**

This is a challenging issue and one that we want to get right. Whilst we recognise that giving homeless households a high priority may result in a longer wait for applicants in other categories, we must acknowledge that our housing register is intended to be a 'housing needs' based system and not just a waiting list for anyone who wishes to join.

Homeless households living in temporary accommodation are often placed outside of the District and away from their support networks, for example in bed and breakfast accommodation in neighbouring areas. Many of these applicants are living and sleeping in 1 room with their families, and sharing cooking and/or bathroom facilities with other households.

Given this context, a family living in temporary accommodation should be awarded a higher priority than someone who is in their own property, within the District, with their own cooking and bathroom facilities, but lacking a bedroom.

We will of course continue to monitor the local and national picture with regards to homelessness, however we believe that the current system is working, and we would therefore recommend that this aspect of the Scheme remains the same.

### Recommendation 2 – No change to homeless households

#### **3. Applicants lacking 1 bedroom, or sharing accommodation**

In our previous Housing Allocations Scheme (2018-2022), applicants needing one additional bedroom compared to their current accommodation were placed in Band B.

During consultation, it was felt that this potentially awarded too high a priority to those lacking one bedroom. This living situation, whilst not ideal, was not deemed as urgent as some of the other scenarios that were awarded a Band B priority (for example applicants occupying housing which poses a serious health hazard, applicants needing to move urgently due to a disability etc.). Therefore, in the new Housing Allocations Scheme, applicants needing one additional bedroom compared to their current accommodation are placed in Band C.

Similarly, under the previous Housing Allocations Scheme (2018-2022), applicants sharing accommodation with another household were initially placed in Band C, however once they had been sharing for over two years, their banding increased to Band B.

During consultation it was felt that applicants sharing accommodation with another household, for example adult children living with their parents, is unfortunately a common reality of the modern world and that Band C 'moderate housing need' seemed to adequately reflect this

scenario. Therefore, in the new Housing Allocations Scheme, applicants sharing accommodation with another household remain in Band C, regardless of the length of time they have been sharing.

When the new Housing Allocations Scheme was implemented, 318 applicants who were lacking 1 bedroom and 36 applicants who had been sharing accommodation for over 2 years were moved from Band B to Band C. All applicants affected were advised of this change in writing, with at least 4 weeks' notice.

In the year prior to the new Housing Allocations Scheme being implemented, we let 67 properties to applicants lacking 1 bedroom. Their bedroom needs were as follows:

<b>Bedroom size required</b>	<b>Number of lets</b>
1 bed	0
2 bed	53
3 bed	11
4 bed	3

This represents 18% of all lets during this period.

During this period, we also let a further 19 properties to applicants who had been sharing accommodation with another household for over 2 years. Their bedroom needs were as follows:

<b>Bedroom size required</b>	<b>Number of lets</b>
1 bed	0
2 bed	16
3 bed	3
4 bed	0

This represents a further 5% of all lets during this period.

In the last 11 months since the new Housing Allocations Scheme has been implemented, we have only let 8 properties to applicants lacking 1 bedroom. Their bedroom needs were as follows:

<b>Bedroom size required</b>	<b>Number of lets</b>
1 bed	0
2 bed	4
3 bed	4
4 bed	0

This represents just 3% of all lets during this period, a significant decrease compared to the year prior. For these applicants, the average waiting time was just over 4 years.

We also let a further 44 properties to applicants who had been sharing accommodation with another household, albeit this is no longer broken down into those sharing for longer than 2 years. Their bedroom needs were as follows:

<b>Bedroom size required</b>	<b>Number of lets</b>
1 bed	43
2 bed	1
3 bed	0
4 bed	0



For these applicants, the average waiting time was 3 years and 4 months.

We currently have 555 applicants currently on the register who are in Band C and sharing accommodation with another household. Of these applicants, 78% are single people awaiting a 1-bedroom property.

We also currently have 299 applicants on the housing register who are in Band C and lacking 1 bedroom.

The statutory definition of overcrowding is outlined in the Housing Act 1985. However, it should be noted that the definition of **severe** overcrowding is 'lacking 2 or more bedrooms'. This is recognised in the current Housing Allocations Scheme, as those who are lacking 2 or more bedrooms are placed in Band B.

It is also worth noting that overcrowding is not just a local issue, with the English Housing Survey published by the Department for Levelling Up, Housing and Communities in December 2022 finding that across the UK, there were approximately 732,000 households living in overcrowded conditions.

Since the implementation of the new Housing Allocations Scheme, we have received several member enquiries (albeit relating to 7 individual constituents) regarding either applicants lacking 1 bedroom, or applicants sharing accommodation with another household, being moved down to Band C. This has by far been the change in the new Scheme that has generated the most interest from our applicants and members. In all 7 of these cases, we were only able to reiterate that the Scheme had been applied correctly and that these applicants only qualified for Band C.

## **Recommendations**

We recognise that the number of lets to applicants lacking 1 bedroom have decreased in the last 11 months. We note the impact of this change to the Scheme, however we would still recommend that Band C is the correct level of priority for applicants lacking 1 bedroom, when compared to the other categories of applicants that attract a higher banding, for example households who are homeless or living in accommodation that poses a serious health hazard. We would also recommend that we continue to recognise cases of severe overcrowding with a Band B priority.

We also recognise that approximately 42% of all applicants currently on our housing register are sharing accommodation with another household, the most common reason by far for joining our housing register. It is however worth noting that a very high proportion of these applicants are younger, single people living at home with family and looking to move to their first home. We therefore recommend that Band C is the appropriate level of priority and that other options should be explored by these applicants, such as privately rented and shared accommodation.

Recommendation 3 – No change to lacking one bedroom or sharing accommodation

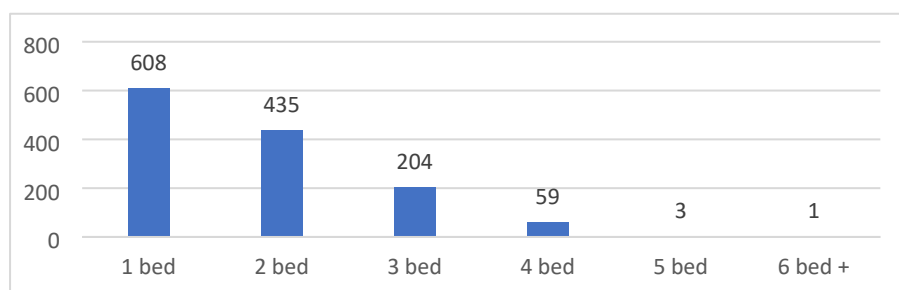
## **4. Bedroom sizes**

Under the previous Housing Allocations Scheme (2018-2022), applicants were able to bid on properties one bedroom size smaller than their bedroom requirement, for example a single parent with 1 child requiring a 2-bedroom home could be housed in a 1-bedroom property.

It was felt that this system created more issues than it solved, as applicants would accept a property too small for them and then immediately re-join the housing register for a larger property.

Therefore, in the new Housing Allocations Scheme, applicants are only able to bid on properties that are the correct size for their family. The Scheme does however allow us to make exceptions for families requiring a 4-bedroom property or larger (within the permitted number of occupants allowed under the Housing Act 1985) given that larger sized homes are in the shortest supply.

We currently have a total of 1,310 applicants on our housing register; their bedroom needs are as follows:



In the year prior to the new Housing Allocations Scheme being implemented, we let 370 properties as follows:

Property size	Number of properties let
Bedsit/studio or 1 bedroom	198
2 bedroom	119
3 bedroom	46
4 bedroom	7

Of these 370 properties, only 5% were let to households who required 1 bedroom larger than the property offered. The great majority of these were 1-bedroom properties being let to families that required 2-bedroom properties. These figures suggest that in reality, only a small number of families previously took us up on the ability to bid on properties smaller than their requirements.

We feel that removing the ability to bid on properties smaller than the household requirement is a positive change. This helps us to avoid contrived situations – for example a household joining the register as ‘lacking 1 bedroom’ but then choosing to accept a property that is 1 bedroom smaller than their needs, calling into question their reason for joining the housing register in the first place.

To date we have only received one complaint from an applicant on the subject of not being able to bid on properties 1 bedroom smaller than their needs. Whilst we empathised with the applicant’s circumstances, we concluded that the Scheme had been applied correctly and that it would be best for the applicant in the long term to await an allocation of a 3-bedroom property, rather than allow them to bid on a 2-bedroom property which would not suit the needs of a family of their size.

### Recommendations

Whilst we anticipate that this change may have slightly increased the waiting time for 2-bedroom accommodation, we also feel that a positive change to come from this is that single

applicants will stand a better chance of being successful on a bid for a 1-bedroom property, as they are no longer having to compete with applicants who have a 2-bedroom need. We know that almost half of all applicants on our housing register are currently waiting for a 1-bedroom property, so this seems the fairest way to allocate properties moving forwards. We would therefore recommend that the current policy on bedroom sizes remains the same.

#### Recommendation 4 – No change to bedroom sizes

### **5. Flat to house**

Under the previous Housing Allocations Scheme (2018-2022), applicants who were otherwise adequately housed but who were living in flatted accommodation within our own stock and wanted to move to a house, were able to join the housing register to bid on houses only. For clarity, this option was only available to existing Council tenants, and not households in the private sector.

We felt that this band, often referred to as ‘flat to house’, did not reflect our ‘housing needs’ based approach to the housing register. This was potentially an unfair system particularly for non-existing Council tenants due to them being considered as adequately housed and, were therefore not able to join the register. Therefore, in the new Housing Allocations Scheme (Appendix 1), applicants who are adequately housed in a flat are not able to join the housing register purely on the basis that they wish to move to a house.

We did at the time make the decision to allow any existing applicants within this band to remain on the register. This being in recognition of the fact that many of them had been waiting for a long time and, that removing their applications may cause significant upset. For this report, we have phrased this set of applicants as having ‘legacy rights’ under the previous scheme.

As of 26<sup>th</sup> September 2022, there were 147 applicants within this band on the housing register. Over the last 11 months, 45 of these applicants have been housed. Their bedroom needs were as follows:

<b>Bedroom size</b>	<b>Number of lets</b>
1 bed	0
2 bed	17
3 bed	27
4 bed	1

To date, we have not received any customer complaints relating to the removal of the ‘flat to house’ priority category.

### **Recommendations**

We feel that the removal of the Flat to House section of the Scheme has been a positive change, and better reflects our policy of allocating Council housing stock to those with the greatest assessed housing need. This approach has been in place for new applicants to the scheme for the last year and is working well.

As mentioned earlier, the demand for social housing far outweighs the supply in our area. With this as a backdrop and with the scheme having been operational for a year, it would seem unreasonable to allocate a house to a household who is already housed appropriately in a flat but wishes to move to house with a similar number of bedrooms. We would therefore

recommend that we continue to not offer any priority to those wanting to move from a flat to a house, with no other recognised housing need.

We would also recommend that any households who have remained in this 'legacy' band following the implementation of the new Scheme in September 2022 are given a deadline as to how long they can remain on the register. This recommendation brings about further equity to the scheme and, allows a period of up to two further years to enable people with a 'legacy' application to seek a move to alternative accommodation. We believe this will also provide an incentive for any remaining applicants within this band to bid on properties, given that 19% of the applicants currently in this band have not placed a bid in the last year, and a further 8% have never placed a bid. Our housing teams will continue to work with these households and provide advice and guidance as required.

We would recommend a deadline of 25<sup>th</sup> September 2025 for any applications remaining in this band after which, the application will be closed should there be no other housing need expressed. Our lettings data for the last year suggests that these applicants would have a good chance of placing a successful bid during this 2-year period.

Recommendation 5a – The scheme remains unchanged for new applications from 26<sup>th</sup> September 2022 in relation to requests to move from a flat to a house for existing council tenants.

Recommendation 5b – An end date of 25<sup>th</sup> September 2025 be introduced for applicants with 'legacy' rights to move from a flat to a house under the previous Allocations Scheme.

**Note:** The report to the Communities Scrutiny meeting on 26<sup>th</sup> September 2023 only contained one recommendation for Recommendation 5 – this remains unchanged and is now referenced above as Recommendation 5b. For clarity, Recommendation 5a has been added in relation to the current position which remains unchanged in any event.

### **Member Feedback – Communities Scrutiny Meeting 26<sup>th</sup> September 2023**

EFDC Officers received feedback from members relating to the report and the Allocations Scheme.

Cllr Whitehouse raised concerns about families not being able to move from flats to houses and not having access to their own gardens after a period of time. She advised that she would not be in favour of Recommendation 5b (previously a singular Recommendation 5, see note above). Officers explained that the housing landscape continues to change and that demand for Council accommodation continues to increase. Whilst Officers note families may wish to move from a flat to a house over time, the Allocations Scheme is led by assessed need and priority. Therefore, presenting Officers with the difficult act of balancing the demand and supply of accommodation based on priority through the scheme.

Cllr Whitehouse also raised concerns around what consultation had been done around the scheme, other than the sample of complaints and comments Officers had taken during the first year of the new scheme being in place. Officers can confirm extensive work and consultation had taken place with residents and members prior to the scheme being adopted and approved in September 2022. For clarity, Officers can confirm this report is a consideration of the Allocation Scheme a year after it was adopted, and not intended to be a wholesale review of the Allocations Scheme.

Cllr Murray raised several questions prior to the meeting enabling us to provide answers and statistical data required, no follow up concerns we raised during the Scrutiny meeting.

Cllr Lucas commented during the meeting, that the report related to a Council Allocations Scheme that was approved by Cabinet last year. And that Officers were presenting a review of how the scheme is performing following rather than the meeting being an opportunity to completely review the scheme.

Cllr Whitehouse advised she remained unsupportive of Recommendation 5b.

**Resource implications: None**

**Legal and Governance Implications: None**

**Safer, Cleaner, Greener Implications: None**

**Background Papers: Housing Allocations Scheme 2022-2027 (Appendix)**

**Impact Assessments:**

**Risk Management: N/A**

**Equality:** An Equality Impact Assessment for the Housing Allocations Scheme is being maintained and updated as necessary.



# Housing Allocations Scheme 2022 – 2027

Version 1

Effective from 26 September 2022



If you would like this document in an accessible format, then please contact:

The Housing Strategy Team

[Housingstrategy@eppingforest.dc.gov.uk](mailto:Housingstrategy@eppingforest.dc.gov.uk)

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## **SECTION ONE: EXECUTIVE SUMMARY**

### **1.1 Introduction**

This is Epping Forest District Council's Housing Allocations Scheme ('the scheme') for determining priorities and for the procedures to be followed when allocating social housing within the District between 2022-2027.

The scheme was approved by Cabinet on 7 March 2022 and takes effect on 26 September 2022. It covers all aspects of the allocations process and replaces previous Housing Allocations Schemes for all current and future applications.

### **1.2 Fair access to social housing**

The demand for affordable rented housing in the District far outweighs the supply of social housing that becomes available every year.

The Council maintains a housing register of applicants who qualify and are eligible to be allocated social housing under the scheme.

We are committed to ensuring everyone has fair access to social housing. Every eligible applicant who makes a request to join the housing register shall be considered by the Council.

The policies described in the scheme shall be applied consistently to all applications to join the housing register unless otherwise stated. We shall offer assistance to applicants who may have difficulty applying without our support.

Applicants who in the Council's opinion have sufficient funds to enable them to meet their own housing costs (currently £76,000) shall not qualify to join the register. For joint applicants (or more) then their combined funds shall be considered.

### **1.3 Health and wellbeing**

Many people who approach the Council for help with housing also have concerns about their health and wellbeing or that of their families.

Although we cannot offer a settled home to everyone who approaches us, or even to those applicants in urgent housing need as quickly as we would like to, we aim to make every contact count towards improving the mental and physical health and wellbeing of residents.

As well as assessing individual application for housing we will also let applicants know what free opportunities are available to promote positive mental health, positive activities, and positive community initiatives for all residents as part of our road map toward levelling up.

### **1.4 Housing options**

We shall support applicants to choose and access the most suitable housing options and shall provide information and advice on the range of alternatives to joining the housing register including mutual exchange, low-cost home ownership, and accessing accommodation within the private rented sector.

We shall promote independent living for all applicants who are seeking assistance to meet their housing related support needs. Options shall include providing information and free advice about aids and adaptations, floating support, improved security, befriending, and mobility schemes.

## **1.5 Managing expectations**

The Council shall not accept applicants onto the housing register if it is evident that they have little or no prospect of being allocated accommodation. We consider this to be the fairest way of managing expectations.

## **1.6 Downsizing**

Existing social housing tenants who are under-occupying a property and want to downsize shall be actively supported to do so. For Council tenants this may include financial incentives and allowing tenants who want to give up a larger family sized home to move to a smaller property with one spare bedroom for guests etc.

## **1.7 Housing need**

The Council shall only allocate accommodation to people on the housing register in accordance with the scheme and shall give reasonable preference to specified categories of people based on their assessed need for affordable housing.

## **1.8 Social housing tenants**

Existing social housing tenants applying to Council for a transfer who are considered to have reasonable preference for an allocation shall be treated on the same basis as new applicants.

We shall very occasionally arrange a landlord management transfer for an existing Council tenant to alternative social housing outside of the scheme where we consider there is an emergency (or urgent) need to do so. Where the Council agrees the tenant meets the management transfer criteria, it does not need to apply the reasonable preference criteria.

## **1.9 Prioritising applications**

Qualifying applicants who have been accepted on to the scheme shall be placed in one of three priority bands.

Band A - Emergency Need, Band B - Urgent Need, Band C - Moderate Need

## **1.10 Choice**

The scheme aims to ensure that the accommodation offered meets the needs, circumstances, and wherever possible the preferences of the applicants and their households who are eligible and qualify to join the Housing Register.

The majority of allocations shall be via the Councils choice-based lettings scheme for properties that are advertised on the [HomeOption](#) website.

Housing staff can arrange assisted bidding for applicants on request if they would experience difficulty without this help.

As far as reasonably possible all applicants shall be offered:

- (a) a choice of housing accommodation; or
- (b) the opportunity to express preference about the housing accommodation to be allocated to them.

Some applicants may receive a direct offer of suitable accommodation or placed on the auto-bidding system depending on their assessed housing need and bidding history.

### **1.11 Preventing homelessness**

Everyone who is homeless or at risk of becoming homeless and approaches the Council for assistance under the Homelessness Reduction Act 2017 shall be encouraged to apply to join the housing register, providing they are eligible to do so.

The Council reserves the right to discharge its main homelessness duty under Part 7 of the Housing Act 1996 to homeless households either by making an offer of settled social housing via the scheme, or by securing an offer of settled accommodation for at least six months in the private rented sector.

This option only applies to Part 7 offers to homeless households and shall be determined by the availability of suitable accommodation. An equivalent power does not apply for applicants that have been accepted onto the housing register under the provisions of Part 6 of the Housing Act 1996. All Part 6 allocations will be for social housing.

### **1.12 Best use of social housing**

In order to make the best use of all available housing the Council shall continue to work closely with a number of private registered providers (also known as housing associations) to secure nomination rights for the homes that they own and manage in the District.

Registered providers agree to work in partnership with the Council by advertising vacant properties through the choice-based lettings scheme and accepting nominations for vacant properties from applicants on the housing register under part 6 of the Housing Act 1996 in accordance with the scheme.

Similarly, registered providers assist the Council with discharging its main duty to homeless households under part 7 of the Housing Act 1996 by accepting nominations for settled accommodation from homeless applicants on the housing register.

Registered providers shall also consider direct allocations for vacancies (including those both inside and outside of the scheme) in accordance with nominations agreements and all local lettings policies and plans.

### **1.13 Scope of the scheme**

An allocation of accommodation for the purpose of the scheme means:

- (a) selecting a person to be a secure or introductory tenant of accommodation held by the council
- (b) nominating a person to be a secure or introductory tenant of accommodation held by another housing authority
- (c) nominating a person to be an assured tenant of accommodation held by a private registered provider.

The scheme applies to the allocation of accommodation to existing secure or introductory tenants of the local housing authority and existing assured tenants of private registered providers only in the following circumstances:

- (a) the allocation involves a transfer
- (b) the application for transfer is made by the tenant; and
- (c) the housing authority is satisfied that the tenant is to be given reasonable preference

under the statutory framework.

The scheme **does** apply to the following:

- (d) existing tenants who occupy an adapted property and no longer require those adaptations, but the Council requires the property for an applicant who does need them; and existing tenants who are under-occupying their accommodation.

The scheme **does not** apply to the following:

- (a) mutual exchanges between secure tenants
- (b) mutual exchanges between secure and assured tenants, and those with flexible/fixed term tenancies
- (c) assignments
- (d) renewals/extensions of fixed term/flexible tenancies
- (e) transfers to existing tenants where the Council is satisfied that the tenant does not have reasonable preference
- (f) transfers to existing tenants that the Council initiates for management purposes, including temporary decants
- (g) conversion of introductory tenancies to secure tenancies
- (h) successions under section 89 of the Housing Act 1985
- (i) allocations to persons who lawfully occupy accommodation let on family intervention tenancies
- (j) provision of non-secure temporary accommodation in discharge of any homelessness duties or powers
- (k) transfer of tenancies by court order under family law or under the provision of the Civil Partnerships Act 2004
- (l) re-housing due to being displaced from previous accommodation by the Council or being re-housed by the Council pursuant to the Land Compensation Act 1973
- (m) temporary decants to allow property repairs to be carried out; and
- (n) accommodation based care and support extra care or residential care for vulnerable adults or children which shall fall under the remit of Essex County Council.

### **Local lettings plans**

Occasionally the Council may consider introducing local lettings policies and plans in response to specific issues such as local skill shortages, community cohesion and economic regeneration. Any recommendations will be subject to an equality impact assessment and Cabinet approval.

## **SECTION TWO: GENERAL DUTIES**

### **2.1 Housing allocations legislation and regulation**

This Housing Allocations Scheme has been developed to comply with the provisions of:

- (a) The Housing Act 1996 as amended
- (b) The Allocation of accommodation: Guidance for Local Authorities June 2012 last updated June 2022

### **2.2 Equality and diversity**

The Council is committed to upholding its public sector duties under the Equality Act 2010.

When making decisions we shall have due regard to:

- (a) eliminate unlawful discrimination, harassment and victimisation, and other conduct prohibited by the Act
- (b) advancing equality of opportunity between people who share a protected characteristic and those who do not
- (c) foster good relations between persons who share a protected characteristic and those who do not, including tackling prejudice and promoting understanding.

The scheme takes into account the outcome of the public consultation and the equalities impact assessment that were undertaken and published on the Council's website as part of the review.

### **2.3 Privacy and information sharing**

Some or all of the information that an applicant provides is likely to be personal and sensitive and/or fall within special categories of data as defined under the General Data Protection Regulations and Data Protection Act 2018 and the Electronic Communications Act 2000.

The information that an applicant provides will be securely held by the Council and will only be accessed by authorised persons with the appropriate access controls.

Applicants shall be asked to sign a consent form as part of their housing application to enable the Council to share their information.

The Council will only use the information that an applicant has provided for the purpose set out in the scheme and will not use it for any other purpose, unless the applicant has given their consent, or this is otherwise required or permitted by law, for example if there is a safeguarding issue or in specific circumstances to prevent or detect crime.

Members of the public shall not be informed that a person is an applicant for an allocation of housing accommodation without the applicant's consent.

The Council is responsible for determining whether data sharing is lawful under UK data protection law, and this shall be determined on a case-by-case basis.

Applicants shall have the right under the General Data Protection Regulation and Data Protection Act 2018 to see all information held regarding their application for housing.



Full details are available in the Councils [Privacy Policy](#).

Any questions or concerns about privacy should be directed to:

Data Protection Officer,  
Epping Forest District Council,  
Civic Offices, High Street,  
Epping,  
Essex,  
CM16 4BZ.  
(01992) 564180  
[dataprotection@eppingforestdc.gov.uk](mailto:dataprotection@eppingforestdc.gov.uk)

## 2.4 Freedom of Information

The public has the right under the Freedom of Information Act 2000 to see information on how the scheme has been prepared and approved by the Council.

Requests for information under the Freedom of Information Act must be made in writing via the Council's website, by email [foienquiries@eppingforestdc.gov.uk](mailto:foienquiries@eppingforestdc.gov.uk) or by post

Freedom of Information Officer  
Epping Forest District Council Civic Offices  
323 High Street  
Epping  
CM16 4BZ

Requests must state the applicants name and address for a response and describe the information requested.

## 2.5 Safeguarding

The Council has a duty to work together with other professionals and agencies in promoting the welfare of children, young people and adults with needs for care and support and safeguarding them from abuse and neglect.

- (a) Any concerns about the welfare of a child should be reported to [Essex Safeguarding Children Board](#).
- (b) Any concerns about the welfare of an adult, should be reported to [Essex Safeguarding Adults Board](#).
- (c) Full details of the Council's Safeguarding role and responsibilities are set out in our [Safeguarding Policy](#).

## 2.6 Prevention of fraud and false statements

Where an applicant provides false information in connection with their application and this subsequently comes to the Council's attention, the designated manager may reject the application on the grounds of fraud and/or arrange for further investigation including a referral to the Council's fraud team.

Any rejection from the housing register on the grounds of fraud may be treated as a permanent

exclusion (including subsequent applications from the same applicant) even if the application is made from a different address.

The applicant shall be advised of the terms of and the reasons for the exclusion and 'Fraudulent Information Provided' will be recorded on their casefile.

It is a criminal offence for any applicant and/or anyone providing supporting information to knowingly or recklessly make a false statement or knowingly to withhold reasonably requested information relevant to the housing application.

If there is evidence that a criminal offence has been committed, the Council may take proceedings that could result in a criminal record, a fine or imprisonment. The Council may also seek possession of any home obtained as a result of fraud.

## 2.7 Complaints

If an applicant has requested a review of a decision and does not agree with the outcome or is dissatisfied with another aspect of the service they can inform the service or the Council's [Complaints officer](#) via the Council's website, by telephoning the Council's Contact Centre on 01992 564000 or in writing to:

Complaints Officer  
Contact Centre  
Civic Offices  
High Street  
Epping,  
Essex CM16 4BZ

The Council can investigate and put things right where necessary. Full details are available in the Council's [customer complaints policy](#).

If the applicant remains dissatisfied they can contact the [Local Government Ombudsman](#) or seek to challenge a decision via judicial review.

## 2.8 Local and national context

A detailed list of associated local and national policies strategies regulation and legislation that provide the framework for this scheme are referenced at Appendix H

## **SECTION THREE: THE HOUSING ALLOCATIONS POLICY**

### **3.1 Advice and assistance**

A choice-based lettings scheme typically requires housing applicants to be actively involved in seeking accommodation and the Council understands that some applicants may require help with this. We aim to ensure that no person is disadvantaged by the way the scheme operates.

Advice and information shall be made freely available about the right to make an application for housing; including the ability to request any necessary assistance when completing an application and expressing an interest in advertised properties, specifically for those applicants who would normally have difficulty in doing so without assistance.

Applicants shall also be given information to enable them to assess how long it is likely to be before accommodation appropriate to their needs may become available for allocation. The details shall be published on the HomeOption website and provided to applicants in an alternative accessible format on request at no charge.

### **3.2 Alternative housing options**

As there are likely to be many more applicants for social housing than properties available, the Council shall also provide information about other options, including but not limited to advice on:

- (a) aids and adaptations
- (b) security measures
- (c) renting in the private rented sector
- (d) available low-cost home ownership options
- (e) key worker housing schemes
- (f) mutual exchanges
- (g) floating support

### **3.3 Building resilience**

When people apply to the Council for help to find somewhere suitable and affordable to live, they or other members of their household may be experiencing a wide range of difficulties that are having, or could have, a serious effect on their health and wellbeing or that of their family.

We understand that for most applicants when they first register for housing their focus is to find out how the Council can help with their housing needs.

It is evident from the many applications that we receive each year that lots of households are struggling with social, emotional or health related issues such as loneliness, mental health difficulties, weight management, or beating an addiction.

Applicants are being encouraged to use the on-line housing registration process as an opportunity to have a look (in their own time if and when they want to) at the many free activities that are available across the District specifically designed to help establish positive mental health, positive activities, and positive community as part of our road map to levelling up the District.

Applicants can also ask staff for free confidential advice on what services are available and what may be suitable for them.

### **3.4 Choice-based letting**

The Council has adopted the HomeOption choice-based letting scheme which advertises available Council and housing association properties on-line and gives applicants on the housing register the opportunity to express an interest in suitable properties on the website. This is usually referred to as submitting a 'bid' to be considered for the property.

In general terms, the property shall be offered to the applicant in the highest band, who bids for the property and has been in that band for the longest time. Details on how the scheme operates shall be included in the letter that is sent out to applicants that are accepted onto the housing register.

### **3.5 Assisted bidding**

The Council can provide assisted bidding for applicants who need help and do not have the facilities or anyone else to support them. Housing staff can arrange the appropriate assistance on request in advance if required. With assisted bidding the applicant chooses which properties they would like to bid on and receives assistance to submit their bids. This may include choice based computer-generated bids.

### **3.6 Auto-bidding and direct offers**

Although the majority of applicants shall be allocated a property that they have self-selected via choice-based lettings the Council may from time to time arrange auto-bidding or make a direct offer of accommodation.

Auto-bidding can be set up to automatically generate bids for suitable properties based on the applicants assessed need. The applicant does not make the selection.

The Council may also directly offer a property to an applicant rather than selecting an applicant from bids or auto-bidding for advertised properties.

Auto-bidding and direct offers will only usually be considered where the applicant has been unsuccessful in their bidding – or if the applicant has not been bidding, and then usually only for the following categories of applicants;

#### **Band A – Emergency Housing Need:**

- (a) Households with an emergency need to move on medical, disability or welfare grounds as determined by the Council's Medical Officer,
- (b) Other emergency housing need situations where applicants are failing to bid on suitable properties, or it would be unreasonable to rely solely on waiting to secure something suitable via choice-based lettings.

#### **Band B – Urgent Housing Need:**

- (a) Households who are in temporary accommodation and the Council has accepted a main duty to house them under Part 7 of the Housing Act 1996.
- (b) Qualifying applicants who are ready to move on from supported housing
- (c) Other urgent housing need situations where it may be unreasonable to rely solely on waiting to secure something suitable via choice-based lettings.

\*Applicants who are or could be considered for auto-bidding or a direct offer are usually still expected to bid for suitable properties via HomeOption.

All auto-bidding arrangements and direct offers of accommodation shall be authorised by the designated manager.

If an applicant refuses an auto-bid or direct offer and exercises their right to request a statutory review as to the suitability of the offer then bidding and auto-bidding will be suspended whilst the review is taking place. If the review finds that the offer was unsuitable, the applicant shall be able to continue to bid until they are successful or have been made another direct offer of suitable accommodation.

### **3.7 Eligibility to join the housing register**

In considering applications to join the housing register the Council shall first ascertain whether an applicant is eligible for an allocation of accommodation; and if they qualify for an allocation of accommodation.

#### **Persons from abroad**

The Government sets the rules for which persons from abroad are eligible to join a Housing Register.

In general, persons from abroad who need leave to enter or remain in the UK will only be eligible under certain circumstances the current regulations are summarised at Appendix C.

The regulations are quite complex and subject to change by 'statutory instruments' and subject to amendment during the lifetime of the scheme.

The Council shall not allocate housing to an ineligible person by granting them a joint tenancy with another, eligible person.

The rules do not apply to an applicant who is already a secure or introductory tenant or an assured tenant of accommodation in which case the applicant can apply for a transfer regardless of their immigration status.

Any part of a household who is not a qualifying person shall be disregarded when assessing the need and size of accommodation.

The Council has also set some local criteria to determine who does and does not qualify to join the housing register.

### **3.8 Qualifying to join the housing register**

Applicants must qualify under each of the local eligibility criteria and must not be disqualified under any of the grounds listed at paragraph 3.12.

An applicant's eligibility or qualification to join the housing register shall be kept under review during the application process. Applicants who cease to be eligible and/or qualifying may be removed from the housing register at any time.

### **3.9 Local eligibility criteria**

#### **Age**

The housing register shall be open to applicants of 18 years and over.

### **3.10 Residency criteria**

To meet the residency criteria applicants are required to have lived in the District for seven continuous years or more immediately prior to the date of their application.

Any resident who moved out of the District for less than two years but has lived within the District for at least seven continuous years immediately prior to moving out of the District, shall be treated as an applicant who has lived in the District for more than seven continuous years prior to application.

### **3.11 Exceptions to the residency criteria**

The following exceptions to the seven-year residency criteria shall apply:

#### **3.11.1 Armed Forces**

Through the Military Covenant, the Government has made clear its responsibility to support the British Armed Forces in return for the important contribution they make to the country. Therefore, in accordance with the Allocation of Housing (Qualification Criteria for Armed Forces) (England) Regulations 2012, the Residency Criteria shall not apply to the following applicants;

Applicants who:

- (a) are serving in the regular forces and are suffering from a serious injury, illness or disability which is attributable (wholly or partly) to the person's service
- (b) formerly served in the regular forces where the application is made within 5 years of discharge
- (c) are divorced or separated spouses or civil partners of service personnel who live in accommodation provided by the Ministry of Defence
- (d) have recently ceased, or will cease to be entitled, to reside in accommodation provided by the Ministry of Defence following the death of that person's spouse or civil partner who has served in the regular forces and whose death was attributable (wholly or partly) to that service; or
- (e) are serving or have served in the reserve forces and is suffering from a serious injury, illness or disability which is attributable (wholly or partly) to the person's service where the application is made within 5 years of discharge.

The "regular forces" and the "reserve forces" have the meanings given by section 374 of the Armed Forces Act 2006.

#### **3.11.2 Households who are homeless or at risk of homelessness**

Households who are owed a homelessness duty by the Council under Part 7 S193 of the Housing Act 1996 as amended:

- (a) who have already met the residency provisions in accordance with this legislation;
- (b) where there is a requirement to afford reasonable preference on the ground of homelessness, and
- (c) the Council does not owe a full homelessness duty.

#### **3.11.3 Applicants ready to move-on from supported housing**

Applicants who are leaving supported housing schemes where a lesser residency criterion of

2 years shall apply as set out at section 3.12.

#### **3.11.4 Victims of domestic abuse**

Applicants who are living in a refuge or other form of safe temporary accommodation in the District having escaped domestic abuse from within the District or from another local authority area.

#### **3.11.5 Social housing tenants with specific employment needs**

Applicants who are existing local authority or housing association tenants with a good tenancy record who are seeking to transfer from another local housing authority area in England.

They must provide appropriate evidence that they are in long-term work in the District or have a genuine intention of taking up an offer of work in the District (work does not including short-term, occasional, ancillary, voluntary, marginal or economically insignificant employment), comprising a minimum of 16 hours each week or an apprenticeship.

They must also demonstrate that they are experiencing hardship as a result of the above due to one or more of the following factors:

- (a) they live in excess of 50 miles from their current or intended place of work
- (b) they have a return journey time on public transport which is generally in excess of 3 hours based upon internet journey planners
- (c) the availability of transport is restrictive causing similar difficulties listed in (a) and (b) above
- (d) transport is unaffordable when taking into account earnings
- (e) there are medical and child-care factors which would be affected if the tenant could not move
- (f) the failure to move would result in the loss of an opportunity to improve an applicant's job prospects or in the opinion of the designated manager some other hardship factor not covered by the scheme

#### **3.11.6 Looked after children**

Where an applicant has been placed outside of the District by Essex County Council's Children Services Department, but Epping Forest District is the location they would normally live in, then they will be considered to fulfil the Residency criteria.

#### **3.11.7 Leaving secure accommodation**

Where an applicant has been moved to secure accommodation outside of the District for example due to detention in prison or in hospital under the Mental Health Act, then the applicant shall retain the local eligibility afforded immediately before their detention.

#### **3.11.8 Other exceptional circumstances**

Applicants who in the opinion of the designated manager are entitled to a reasonable preference under Part 6 of the Housing Act 1996 as amended and can demonstrate an exceptional need to either leave their current local authority's area or move to the Epping Forest District to escape violence or harm.

### **3.12 Non-qualifying applicants**

Every application shall be assessed on its own merits. Any applicant rejected as ineligible or non-qualifying shall be provided with a written explanation by the designated officer giving

clear grounds for the decision, based on the relevant facts. The applicant shall have the right to request a review of the decision.

The following grounds shall disqualify an applicant from joining the Housing Register:

### 3.12.1 **Housing need**

Any applicant who does not have an assessed housing need, as listed within at least one of the priority Bands criteria detailed at Section 7 of the scheme shall not qualify.

### 3.12.2 **Financial resources**

Any applicant(s) who, in the opinion of the Council, has sufficient funds either individually or collectively to enable them to meet their housing costs shall not qualify. At present the total upper threshold is set at £76,000.

Total income and assets shall be determined by calculating the total combined annual gross taxable income added to any residential property equity, savings, shares or any other assets. All applicants shall be required to provide evidence of income and capital.

Where the designated manager is satisfied with the evidence that applicant(s) has disposed of assets by means of wilful deception within the six years directly prior to making the application the applicant shall be disqualified.

Any lump sums received, as compensation for an injury or disability sustained on active service by either, members of the Armed Forces, former Service personnel, bereaved spouses and civil partners of members of the Regular Forces, or serving or former members of the Reserve Forces, shall be disregarded from the calculation.

### 3.12.3 **Deliberately worsening housing circumstances**

Any applicant who in the view of the designated manager is found to have deliberately worsened their circumstances in order to qualify to join the housing register shall be disqualified. Examples include but are not limited to:

- (a) selling a property that is affordable and suitable for the applicant's needs
- (b) moving from a secure tenancy or settled accommodation to insecure or less settled or overcrowded accommodation
- (c) requesting or colluding with a landlord or family member to issue them with a Notice to Quit; or
- (d) deliberately overcrowding a property by moving in friends and/or other family members who have never lived together with the applicant previously, and who then request rehousing to larger accommodation.

### 3.12.4 **Serious unacceptable behaviour**

The Council may decide that an applicant is ineligible for social housing if it is satisfied that:

- (a) they, or a member of their household, has been found to be responsible for unacceptable behaviour (such as non-payment of rent, causing a nuisance or annoyance, or domestic violence/ abuse, harassment, threats of harassment, or violence) serious enough to make them unsuitable to be a tenant of the Council; and at the time their application is considered, they are unsuitable to be a tenant of the Council by reason of that behaviour.

Acts of violence and aggression to employees will not be tolerated by the Council and any applicant who threatens or uses violence towards any Council employee or contractor will be



removed from the housing register immediately.

### 3.12.5 **Rent arrears**

Applicants with rent arrears shall be disqualified from joining the housing register if they wilfully and persistently fail to pay their rent and show disregard for advice and assistance to address the arrears where it would be reasonable to expect them to do so (e.g., the behaviour is not attributable to an underlying vulnerability). The individual circumstances shall be considered in every case and a proportionate risk-based assessment shall be taken to whether the applicant should be disqualified from:

- (a) joining the register; or
- (b) being considered for a property if they are already on the register.

Generally, applicants are unlikely to be disqualified if they can evidence that:

- (a) they have made an arrangement with the landlord to pay the arrears, kept to the arrangement for at least three months are continuing to make the payments and give an undertaking to continue to pay the debt if they are rehoused
- (b) the arrears accrued due to an unavoidable life event for example health reasons, a period of unemployment, furlough, caring responsibilities or other crisis, and reasonable measures have been and/or are being taken to address the debt and the underlying cause where possible for example debt counselling
- (c) the arrears accrued as a result of third-party financial abuse or deception
- (d) the applicant has been granted a mental health breathing space or a standard breathing space under the national debt respite scheme and the appropriate support plans are in place or being pursued to ensure a longer terms solution
- (e) the arrears amount to less than 1/12 of the annual rental charge.

Where appropriate applicants shall be invited to consider pursuing free local support as part of levelling up for the District.

### 3.12.6 **Future applications**

If a non-qualifying applicant considers that he/she should be treated as a qualifying person in the future, they may make a fresh application at that time.

### 3.13 **Reasonable preference**

The Council shall give reasonable preference to specific categories of people when prioritising applicants on the housing register in accordance with Part 6 of the Housing Act 1996 as amended.

Reasonable preference shall be given to applicants:

- (i) who are homeless within the meaning of Part 7 of the Housing Act (including those who are intentionally homeless and those not in priority need)
- (ii) who are owed a particular statutory duty by any local housing authority under section 190(2), 193(2) or s195(2) of the 1996 Act or under section 65(2) or 68(2) of the Housing Act 1985) or who are occupying accommodation secured by any housing authority under section 192(3)
- (iii) occupying unsanitary, overcrowded or otherwise living in unsatisfactory housing

- (iv) who need to move on medical or welfare grounds (including grounds relating to a disability); and
- (v) who need to move to a particular locality within the District; where failure to meet that need would cause hardship (to themselves or others).

### **3.14 Determining priority**

The Council shall determine priority between applicants with reasonable preference by:

- (a) assessing the level of housing need and categorising it as either Emergency, Urgent or Moderate; and
- (b) prioritising bids from or making direct offers to applicants who have been in the highest band for the longest time.

### **3.15 Under-occupation and downsizing**

The Council shall prioritise and support qualifying Council tenants and qualifying Housing Association tenants who are under occupying their current home and want to downsize into smaller accommodation.

Qualifying Council tenants with one or more spare bedroom(s) will be offered additional incentives to consider transferring or mutually exchanging into a smaller property.

Qualifying Council tenants in general needs accommodation will be offered additional incentives to consider moving to sheltered housing.

The incentives shall usually apply to lifetime Council tenants and secure fixed term Council tenants with more than six months remaining on their tenancy who wish to transfer (or mutual exchange) to smaller general needs accommodation or to sheltered housing.

### **3.16 Incentives to downsize**

#### **3.16.1 Financial incentives**

The financial incentive shall usually include an offer of £500 to cover removal costs a payment of £500 to meet decoration costs (in addition to the amount paid under the Council's decorations allowance scheme) and £1,000 for each bedroom 'released' (or £500 if moving from a 3-bed to a 2-bed with a 1-bed need) up to a maximum payment of £4,000, subject to the tenant having a housing need for the downsized property.

The incentive payments made to existing tenants who downsize accommodation shall also apply to any Epping Forest District Council tenant who downsizes accommodation by way of mutual exchange, providing all parties to the mutual exchange are Epping Forest District Council tenants and will result in all parties being adequately housed in accordance with the scheme.

If a Council tenant is moving from general needs accommodation to sheltered housing then they shall receive an additional 'bonus' payment of £1,000 regardless of whether they are giving up any bedrooms or the number of bedrooms they are giving up.

If a Council tenant owes arrears of rent in their accommodation then the amount owed to the Council shall be deducted from the amount of incentive paid.

### 3.16.2 **Size and type of offer**

A lifetime tenant of the Council or a fixed term tenant with more than six months left on their fixed term tenancy wishing to downsize where they are giving up one or more bedrooms usually have the option of being considered for:

- (a) a property of the right size and type based on their needs (Appendix A) or
- (b) a property of the right size and type and one spare bedroom (Appendix B)  
(e.g., a couple, or single person can move from a 3-bedroom house to a 2-bedroom flat or a 1- bedroom flat) either with or without a garden.

### 3.16.3 **Exceptions to incentives**

The incentives do not apply to applicants who have been awarded Band A due to an emergency need to move (Section 7 points i-v).

A qualifying housing association tenant who wishes to downsize shall be awarded Band A although they will not be considered for the additional incentives

Where a Council tenant is releasing a 3-bedroom property and needs a 1-bedroom property, but opts for a 2-bedroom property, then the incentive payment shall be reduced from £1,000 to £500 given the demand for 2-bedroom properties.

Where a tenant of the Council is downsizing accommodation, they can choose to be considered for a bungalow provided they are over 50 years of age.

The financial threshold to join the housing register (currently £76,000 Section 3.12.2) shall be disregarded where a Council tenant is under-occupying accommodation and moves or enters into a mutual exchange to any property with fewer bedrooms than their current property and both properties are owned by the Council.

If the household income exceeds the usual upper threshold to join the housing register and section 3.12.2 has been disregarded then the Council's incentive payment shall not be made.

### 3.17 **Insanitary, overcrowded housing or unsatisfactory conditions**

The definition of insanitary, overcrowded, or unsatisfactory conditions for the purpose of the scheme is:

- (a) Where the permitted number, in accordance with the provisions of S.326 of the Housing Act 1985 is exceeded, or
- (b) in accordance with the legislation, the property is in a serious state of disrepair, of poor internal or external arrangement, or
- (c) is lacking one or more of the following: kitchen facilities, inside W.C. or utility supplies.

### 3.18 **Medical and welfare needs**

The Housing Act 1996 states that reasonable preference on the housing register should be given to applicants who have a need to move on medical or welfare grounds (including grounds relating to a disability and access needs and/or learning disability).

The medical and welfare category includes applicants, or members of the applicant's household, whose health is being affected by their current property, and where a move to another more suitable property would alleviate their condition or make it easier to manage.

### **3.19 Medical grounds (including disability)**

Where it appears that there is a need to make enquiries into an applicant's medical condition, the designated officer shall refer the case to the Council's medical advisor or a company commissioned by the Council to provide medical advice on written evidence, taking into account all known facts relating to the application.

It is important to note that reasonable preference shall not be awarded based upon the medical condition itself, rather upon the impact the condition has upon the applicant's housing requirements and whether the applicant's current accommodation is directly contributing to the deterioration of the applicant's health.

Both reasonable preference and the associated priority awarded shall take into account the extent to which the medical advisor considers alternative accommodation will assist with stabilising or improving the condition and the urgency with which alternative accommodation is required. The applicant can provide their own medical evidence if appropriate along with a medical/welfare assessment form, which will be sent to the Council's medical advisor.

If in the opinion of the medical advisor reasonable preference should be granted, then they shall recommend that the application is awarded one of the three following priorities :

#### **3.19.1 Emergency medical need**

Where it can be demonstrated that, due to an illness or disability, it would be unacceptable for the applicant to remain in their current dwelling.

##### **Urgent medical need**

Where it can be demonstrated that - due to a serious or chronic illness or disability - the health of and therefore quality of life of an applicant (or member of their household) is; significantly affected by their current dwelling; and is likely to significantly improve (or any deterioration is likely to stabilise or slow down significantly) if they move.

##### **Moderate medical need**

Where it can be demonstrated that due to an illness or disability the applicant finds living in their current dwelling difficult and it is clear that remaining in that dwelling would contribute to deterioration in their health; or it would be beneficial for the applicant to move to alternative accommodation but, at present, the applicant can manage in their present dwelling.

The medical advisor shall also recommend the type of property most appropriate to the household's medical needs.

The medical award shall be taken into account by the designated officer when assessing the application. Where two or more members of a household have a medical need then the level of priority awarded shall be related to the household member with the greatest medical need.

##### **Reassessment of medical need**

Any applicant who is awarded Band A on medical grounds and refuses a suitable offer of a property for which they have submitted a bid, or have been offered as a result of auto-bidding, or received a direct offer as appropriate, shall have their application cancelled. They can reapply and their medical need shall be reassessed. If following reassessment their circumstances still warrant Band A, then their priority date will be the date of the new application.

Any applicant who is awarded Band B on medical grounds and refuses two suitable offers of properties for which they have submitted bids, or have been offered as a result of auto-bidding, or received a direct offer as appropriate, shall have their application cancelled. They can reapply and their medical need shall be reassessed. If following reassessment their circumstances still warrant Band B, then their priority date will be the date of the new application.

A re-assessment shall also be required if an applicant fails to fully participate in the choice-based letting scheme for more than 12 months.

If an applicant with reasonable preference on medical grounds moves from their existing accommodation but remains on the register, then they shall require a new medical assessment.

### **3.20 Welfare grounds**

Welfare grounds shall be assessed on written evidence by the designated manager in consultation with the Council's medical advisor.

Welfare issues shall encompass:

- (a) providing or receiving ongoing care and care and support needs for those who could not be expected to find their own accommodation such as young adults with a learning disability who wish to live independently in the community; and
- (b) social needs, for instance, where a secure base is required for a care-leaver or any other vulnerable person to build a stable life.

Those who are active foster-carers or those who are adopting who need to secure larger accommodation in order to look after a child who was previously looked after by local authority will be considered for a Flexible (fixed-term) Tenancy (in accordance with the Council's Tenancy Policy) where additional priority is justified.

### **3.21 Hardship grounds**

Hardship grounds shall be assessed on written evidence by the designated manager in consultation with the Council's medical advisor.

Hardship may include a need to move to give or receive care that is substantial or ongoing as well as for access to specialist medical treatment where there are severe mental health issues and/or, medical or welfare issues and there are exceptional reasons why this support cannot be made available through a reliance on public transport or on the applicant's own transport.

### **3.22 Move on from supported housing**

In respect of applicants placed in supported housing by the Council under its nomination rights, or with the support of the Homelessness Team for at least 9 months, and to whom the Council does not owe the full homelessness duty, who are ready to move on from supported housing, a lesser residency criterion of 2 years shall apply.

Applicants shall be made one offer of suitable accommodation at the end of their stay in supported housing, for which they have submitted a bid, or been offered as a result of auto-bidding, or received a direct offer as appropriate.

The Council shall offer applicants who are moving on from supported housing a 10-year Secure (fixed term) Tenancy. If the applicant refuses a suitable offer then they will be

required to leave the supported housing.

### **3.23 Sheltered housing supplementary waiting list**

The Council operates a separate Supplementary Waiting List for applicants over 60 years of age who do not meet certain aspects of the Local Eligibility Criteria.

Applicants shall generally only be able to bid on studio or one-bedroom Council or Housing Association properties in sheltered accommodation or grouped dwelling schemes (not bungalows) for older people under the HomeOption Scheme. However, qualifying persons on the Council's housing register who have submitted bids shall be given priority.

Any offers of tenancies made to applicants on the supplementary waiting list shall be prioritised in registration date order.

Prior to any offer, the Council shall undertake an in-depth assessment of the applicant's circumstances to determine if the accommodation is suitable for the applicant. The following criteria shall still apply when determining whether the applicant is eligible for inclusion on the supplementary waiting list:

- (a) Prevention of fraud and false statements (section 2.6)
- (b) Persons from abroad (section 3.7)
- (c) Non-qualifying applicants (section 3.12); and
- (d) Property size and type offered (Appendix A).

## **SECTION FOUR: LOCAL LETTINGS PLANS**

### **4.1 Local lettings plans**

Occasionally the Council may propose local lettings plan to allocate particular accommodation to applicants of a particular description (whether or not they fall within the reasonable preference categories listed under section 3.13) in an area that has specific issues, in order to promote stable, settled, safe communities.

The need for the plan shall be clearly defined in relation to the area, the type of property and affected applicants or potential applicants.

An Equalities Impact Assessment shall be conducted and explicit reference shall be made to how the community will benefit from the proposal. The decision whether to introduce a local lettings plan shall be subject to Cabinet approval and shall not affect overall compliance with the requirements of the scheme.

Examples may include but are not limited to:

- (a) Lettings on a specific development to key workers where a shortage of other available affordable housing in the locality is having a serious impact on the ability of a particular statutory service to recruit and retain essential staff.
- (b) Temporarily halting allocations to vulnerable applicants in specific localities with social issues that are likely to leave them open to exploitation, whilst the Community Safety Partnership tackles the issues.
- (c) Restricting the allocation of high-density housing developments with minimal green

space (such as commercial premises with permitted development rights) to households without young children.

Local Lettings Plans shall be kept under periodic review to determine whether they are fulfilling the need for which they were originally intended and are still required.

## **SECTION FIVE: THE HOUSING REGISTER**

### **5.1 Applying to join the housing register**

Applicants are required to complete the on-line application form at [HomeOption](#) and submit the relevant supporting documents by the means specified on the application form.

Applicants who require advice or assistance can

Email [rehousing@eppingforestdc.gov.uk](mailto:rehousing@eppingforestdc.gov.uk)

Telephone 01992 564716

Visit The Community Hub Civic Offices  
323 High Street Epping  
CM16 4BZ

### **5.2 Applications from Members of the Council, staff, or their relatives**

Any housing applicant (including existing council tenants) must tell the Council when they apply to join the housing register if they are:

- (a) an elected member of the Council: or
- (b) a Council employee: or
- (c) related to any of the above
- (d) partner of any of the above
- (e) living with any of the above

The application from any of the above shall be flagged on the Council's computer system to show their status.

Where an applicant fails to disclose the above information and this subsequently comes to the Council's attention, the housing application may be suspended or cancelled, as determined by the designated manager.

### **5.3 Application forms**

Application forms shall only be accepted by the Council as complete once all correct and relevant information and supporting documents have been received and verified.

### **5.4 Supporting information**

An application shall not be progressed until applicants provide the necessary information. If the information is not supplied within the specified timescales (typically 14 days) then the application shall usually be cancelled, and the applicants advised to reapply at a later stage when they are able to provide the necessary details in the required format.

However, if the applicants have made a homelessness application to the Council under Part

7 of the Housing Act 1996, then their application to join the housing register shall still be processed. It will only be cancelled if the Council subsequently decides that no duty is owed to the applicants under the homelessness legislation, and the applicants fail to provide all of the relevant supporting documentation.

## **5.5 Proof of identity**

Applicants and other members of the household shall, at the point of application, be required to provide documentary proof from two official sources of;

- (a) their identity; and
- (b) their residency.

Applicants shall be required to provide an original full birth certificate, a current passport and any other appropriate documents as determined by the designated manager.

If there is a valid reason why the required documents cannot be provided, then the designated manager may agree to accept alternative forms of evidence.

## **5.6 Proof of residency**

Applicants shall be required to provide satisfactory evidence of residency. The Council reserves the right to validate the residency of the applicants and other members of the household by seeking information from other Council services and relevant statutory bodies as appropriate.

Eligibility may be reviewed before or when an applicant is considered for an offer of a particular property and the evidence required may be more extensive than was requested at the point of being accepted onto the register.

Usually, if an applicant fails to provide the required evidence, then they will not be offered the property.

## **5.7 Registration date**

The registration date shall be the date that a fully completed application is received by the Council.

## **5.8 Households**

For the purpose of the scheme a household means an applicant and any other person who usually live with the applicant as a member of their family, or someone who might reasonably be expected to reside with them.

## **5.9 Residence and contact with children**

Where applicants have children subject to residence and contact issues, the Council shall usually consider the children as permanent household members of the partner with the primary residence and control of the child/children. Where the other partner applies to join the register, it will not always be possible to consider the child/children as part of their household.

Documentary evidence detailing residence and contact arrangements such as a court order or solicitor's letter, and who receives the Child Benefit will be required to determine the property size that applicants will be considered for.



## **5.10 Change of circumstances**

Applicants shall be required to report any change in circumstances that may affect their application by completing an online Change of Circumstances form and uploading the appropriate supporting documents as soon as is reasonably possible.

The onus shall be on the applicant to inform the Council when there is a change in their circumstances that may affect their application.

The designated officer shall inform the applicant in writing whether the change in circumstances affects the status of their application or priority status within 10 working days of receiving the details of the change in circumstances.

Where an applicant's change in circumstances results in a higher priority Band being awarded to their application then the date of moving to the higher Band shall become the priority order date for consideration within that Band.

## **5.11 Offers and refusals**

### **5.11.1 Band A emergency need**

With the exception of downsizers, applicants in Band A who refuse one offer of suitable accommodation for which they have submitted a bid, or been offered as a result of auto-bidding, or received a direct offer as appropriate, shall have their application cancelled. Cancelled applicants will be able to re-apply and their application will be assessed on their current circumstances. If accepted, they will receive a new registration date and may be awarded a different priority.

### **5.11.2 Band A downsizers**

If it becomes apparent that an applicant wishing to downsize continually places bids and then refuses suitable offers and in the opinion of the designated manager it is placing a disproportionate burden on the service, then the downsizer may be suspended from bidding for six months. The Council is keen to encourage downsizing, however administering refusals of suitable offers causes delays for other applicants waiting to move.

### **5.11.3 Band B main homelessness duty**

Applicants in Band B who are owed a main housing duty under part 7 of the Housing Act and who refuse one offer of suitable accommodation for which they have submitted a bid, or been offered as a result of auto-bidding, or received a direct offer in discharge of the duty shall have their application cancelled.

### **5.11.4 Band B move on from supported housing**

Applicants in Band B who qualify for a move from supported housing who refuse one offer of suitable accommodation for which they have submitted a bid via the choice-based letting scheme or been offered as a result of auto-bidding or received a direct offer as appropriate shall have their application cancelled.

### **5.11.5 Band B urgent need**

With the exception of Homeless households to whom the Council has a main housing duty, or applicants who are ready to move on from supported housing, all other Band B applicants who refuse two offers of suitable accommodation for which they have submitted a bid, or been offered as a result of auto-bidding, or received a direct offer as appropriate shall have their application cancelled.

#### 5.11.6 **Band C moderate need**

Band C applicants who refuse two offers of suitable accommodation for which they have submitted a bid, or been offered as a result of auto-bidding, or received a direct offer as appropriate shall have their application cancelled.

### **SECTION SIX : DECISIONS AND REVIEWS**

#### **6.1 Decisions**

Applicants shall be notified of all decisions in writing, or other formats on request. All correspondence notifying applicants of ineligibility or non-qualification for joining the register, or about the Band that they have been awarded, or about any other decision concerning the facts of their case, shall state that they have a right to request a review of the decision. It will set out how to request a review and give applicants the opportunity to have the information explained to them verbally.

#### **6.2 Right of review**

If an applicant considers they have been unfairly or unreasonably treated having regard to the provisions of the scheme, they shall have 21 days of the date of the original decision letter within which to exercise their right to request a review.

In the first instance, applicants shall be required to seek a review by either writing to the designated manager, or by notifying the designated team by any convenient method and shall receive a written response within 8 weeks of the date the request is received. Upon request, the decision letter may be collected by the applicant within a reasonable period. If it is necessary to extend the deadline, then the applicant shall be notified of the extension and the reasons for doing so.

The review shall be undertaken by the designated officer or manager who shall inform the applicant of any further rights of appeal as appropriate.

The review shall be undertaken by a person senior to the person making the original decision and who has had no significant involvement in the original decision.

In cases where the Council considers that an applicant may have difficulty in understanding the implications of a decision on ineligibility or disqualification, then the designated officer shall make arrangements for the information to be explained to the applicant verbally.

#### **6.3 Monitoring and review of applications**

Applicants shall not be required to annually re-register after first applying to join the housing register, although they will be required to inform the Council of any changes in their circumstances, which may affect their housing application and result in the Council reviewing their application.

The Council may monitor the bidding patterns of applicants. In addition to the clauses at section 5.11, if an applicant in any Band fails to submit a bid for 12 months or longer then the Council may cancel their application.

The Council shall inform the applicant of the decision in writing. The letter shall also advise the applicant that they can request a statutory review of the decision.

All applicants will have already been informed of this condition in the confirmation letter that they received when their application was originally accepted.

**SECTION SEVEN: PRIORITY BANDS****7. Band A: Emergency Band B: Urgent Band C: Moderate****BAND A Emergency Need**

Band A – Emergency Need Criteria	
i	Any member of the Armed Forces, or former Service personnel, or serving or former members of the Reserve Forces who joins the Council's housing register, where they are assessed by the Council's medical advisor as suffering from a serious injury, illness or disability which is wholly or partly attributable to their service, where the application is made within 5 years of discharge are given priority above all other applicants within Band A.
ii	Bereaved spouses or civil partners of those serving in the Regular Forces where the bereaved spouse or civil partner has recently ceased, or will cease to be entitled, to reside in Ministry of Defence accommodation following the death of their spouse or civil partner and the death was wholly or partly attributable to their service.
iii	Applicants with an assessed need to move on emergency medical grounds or emergency grounds relating to disability.
iv	Applicants with an assessed need to move on emergency welfare grounds.
v	On the recommendation of the Council's medical advisor applicants with specific accommodation requirements will be given priority for suitable properties as they become available above other applicants in the Band (e.g., adapted or ground floor properties etc.) regardless of the date they joined the Band.
vi	Applicants with a Council or housing association tenancy in the District wanting to move to accommodation with fewer bedrooms than the property they currently occupy.

**BAND B Urgent Need**

Band B – Urgent Need Criteria	
i	Applicants occupying insanitary or overcrowded housing which poses a serious health hazard, or otherwise living in unsatisfactory conditions (in accordance with housing legislation) but not as a result of the introduction of a further household.
ii	Applicants with an assessed need to move on urgent medical grounds or urgent grounds relating to disability, including learning disabilities.
iii	Applicants with an assessed need to move on urgent welfare grounds.
iv	Applicants needing two or more additional bedrooms compared to their current accommodation.
v	Applicants who can demonstrate they would otherwise be one household but are having to live apart from other members of their household because of a lack of accommodation, which would lead to statutory overcrowding if they occupied accommodation available to them individually but not for other personal reasons (i.e., family disputes).
vi	Applicants with an assessed need to move to a particular locality within the District where failure to meet that need would cause hardship to themselves or to others.
vii	Applicants who have an agreed fostering or adoption agreement in place with Essex County Council, who need to move to a larger home in order to accommodate a looked after child. Special guardians, holders of a residence order, and family and friend carers who are not foster carers but who have taken on the care of a child because the parents are unable to provide care shall also be included in this category.

viii	Applicants accepted by the Council as being statutorily homeless and owed the main housing duty under section 193 of the Housing Act 1996 (as amended).
ix	Existing tenants living in sheltered accommodation, who are wishing to move to alternative sheltered accommodation within their own scheme or to another sheltered scheme within the District (including sheltered bungalows).
x	Existing tenants of the Council aged over 60 years, living in 1-bedroom Council accommodation wishing to move to sheltered accommodation regardless of their need (including sheltered bungalows).
xi	Applicants who the Council has placed into supported housing (after a period of at least 9 months) if they are ready to move on and the Council does not owe a main homelessness duty.

### **BAND C Moderate Need**

<b>Band C – Moderate Need Criteria</b>	
i	Any member of the Armed Forces or former Service personnel or serving or former members of the Reserve Forces who have no housing need, and the application is made within 5 years of discharge.
ii	Spouses and children (including stepchildren) of existing and former Armed Forces personnel (where the application is made within 5 years of discharge) seeking accommodation in their own right, provided that one of their family members (as defined by Section 113 of the Housing Act 1985) has lived within the District for at least 3 years immediately prior to the date of application.
iii	Applicants with an assessed need to move on moderate medical grounds or moderate grounds relating to disability.
iv	Applicants with an assessed need to move on moderate welfare grounds.
v	Applicants needing one additional bedroom compared to their current accommodation.
vi	Applicants defined as a household, who are sharing accommodation with another household.
vii	Applicants with an assessed need to move to be nearer to their place of work or to take up an offer of permanent employment or an apprenticeship.
viii	Applicants placed in interim accommodation by the Council awaiting their homelessness decision under S.184 of the Housing Act 1996 as amended.
ix	Applicants to whom the Council does not owe a full homelessness duty, where there is a requirement under Part 7 of the Housing Act 1996 as amended to afford reasonable preference on the ground of homelessness.
x	Applicants who are entitled to a reasonable preference under Part 6 of the Housing Act 1996 as amended and can demonstrate an exceptional need to either leave their current local authority's area or move to the Epping Forest District.

## **SECTION EIGHT: ALLOCATIONS & NOMINATIONS**

### **8.1 Social housing providers**

The statutory register of social housing providers includes local authority providers and private non-profit and profit-making registered providers. Most private non-profit providers are also known as housing associations.

The scheme operates in accordance with section 170 of the Housing Act 1996. At the Council's request, private registered providers with social rented housing stock in the District have a duty to co-operate to such extent as is reasonable in the circumstances in offering accommodation to people with priority under the scheme.

### **8.2 Nominations agreements**

The Council and those private registered providers with stock in the District shall have formal agreements in place to ensure that a negotiated percentage of lettings shall go to applicants on the housing register.

The District's private registered provider partners shall participate in the Council's choice-based letting scheme and advertise their properties through HomeOption.

All nominations to private registered providers shall be prioritised in accordance with the scheme.

### **8.3 Available properties**

It is essential that void (empty) properties are let quickly and without unnecessary delay. Void properties affect the Council in terms of a loss of rental income, the continuing provision of temporary accommodation for homeless families, the possible deterioration of the property, increased risks of squatting and vandalism, and a poor public image.

### **8.4 Advertising available properties**

The type of properties that are advertised are likely to vary (sometimes considerably) from week to week, depending on what becomes available.

Adverts may include Council and private registered provider properties for social rent or affordable rent.

### **8.5 Other affordable housing**

The Council may also provide links to schemes advertising other types of affordable housing in the locality that applicants may wish to consider, including key worker schemes, help to buy, mutual exchange and private rented accommodation.

### **8.6 The bidding and nominations process**

Eligible applicants can make bids for properties up until the advertised deadline for that bidding round. Bids can be made online via the website, or at the Community Hub at the Civic offices.

Full details of the bidding process are available on the HomeOption website.

Bids that are received after the advertised deadline shall not usually be considered other than at the discretion of a designated officer or manager.

Applicants can bid for up to 3 affordable properties each bidding cycle. Bids can be cancelled and reassigned to other properties if desired.

All bids shall be checked by the Rehousing Team against the eligibility criteria. Ineligible bids shall be excluded from consideration by the designated manager. As far as possible the Council shall use the Banding system and waiting time within the Band to allocate accommodation in accordance with Section 7 of the scheme.

## **8.7 Restrictive labelling**

Restrictive labelling of properties through HomeOption may be applied to ensure that the Council meets its statutory obligations and to help achieve the intended outcomes of the scheme, the District's Housing Strategy, Homelessness and Rough Sleeping Strategy and Tenancy Strategy.

Restrictive labelling may also be applied to the allocation of sheltered housing or to properties that have adaptations to meet the needs of elderly, or vulnerable or disabled applicants.

On occasion, the Council may choose not to advertise a property through the choice-based letting scheme and offer the property as a direct offer. This may be due to the serious nature and needs of an applicant, or as part of the Council's effort to reduce the amount of time that homeless households spend in temporary accommodation or for applicants who are ready to move on from supported housing. The details of individual direct offers shall remain confidential, in order to protect the applicant.

## **8.8 Viewings**

The Council may arrange multiple viewings for some properties (i.e., inviting more than one applicant to view a property) and anticipates that all partner agencies shall follow a multiple viewing framework. All invited applicants shall be required to bring proof of their identity and original documentation for verification.

The applicants with the highest priority may be required to sign for the property immediately. At the point of sign-up, the successful applicant's photograph and National Insurance number shall be taken as further verification of their identity.

All applicants who have been allocated an Epping Forest District Council tenancy through HomeOption shall be encouraged to attend an appropriate tenancy and/or money advice workshop depending on the availability at the point of allocation.

All Council properties shall be let to the agreed lettable standard, and a copy of the standard shall be included with the offer letter.

## **8.9 Withdrawal of an offer**

An offer may be withdrawn prior to the tenancy being signed, where:

- (a) the applicant has made a false declaration, or failed to provide up to date information which substantially altered their eligibility for the property offered
- (b) the information available at the time of offer about the vacant property was incorrect, and it is subsequently discovered that the size and type is no longer suitable to the

applicant's needs

- (c) incorrect information on the applicant's computer records substantially alters the applicant's qualification to join the housing register and/or their priority status
- (d) the property was offered prior to being ready to let and there are significant delays to the date that the property is likely to be available for the applicant to move in to.

#### **8.10 Feedback on let properties**

All properties that have been let through HomeOption shall be listed on the HomeOption website showing the number of bidders for each property, and the profile of the successful bidder including their Band, and date of registration.

### **SECTION NINE: ALLOCATIONS OUTSIDE OF THE SCHEME**

Allocations may be made outside of the Allocations Scheme in the following circumstances:

#### **9.1 Management transfers**

Where the Council arranges a landlord transfer for Council tenants due to housing management issues, it is known as a management transfer.

Although a Council tenant can request a management transfer, it falls outside the rules of Part 6 because it is treated as a transfer that is initiated by the Council as the landlord.

In practice a management transfer is rarely offered as it shall only be used where no other housing solution is possible.

The tenant shall usually receive a single direct offer of the next suitable property with a comparable number of rooms that becomes available. (A separate offer policy applies for temporary and permanent decants due to major works or regeneration)

#### **Grounds for a management transfer**

The Council may offer a management transfer because they require the tenant to move, or the tenant needs to move urgently due to, for example:

- (a) domestic abuse
- (b) violence, harassment, intimidation, or threats of violence likely to be carried out
- (c) the need to protect witnesses who have agreed to go to court to give evidence on matters of anti-social behaviour
- (d) urgent social reasons
- (e) major works to the property needing to be carried out (in accordance with the Decant Policy)

#### **Assessment, priority and offer policy**

Where the Council agrees that a tenant meets the management transfer criteria, the Council does not need to apply the reasonable preference criteria.

The tenant is not assessed in the usual way through the scheme.

The Council shall generally give top priority to tenants who need to move under a management transfer, reflecting the urgent nature of the need.

Management transfers shall be agreed by the designated manager within Housing Needs and the designated manager for the Housing Revenue Account, based on supporting evidence.

If a management transfer is agreed:

- (a) the tenant shall be offered a suitable property which may be a Council or Housing Association property as soon as possible.  
The offer shall have a comparable number of rooms as the tenant's current home, unless they are in a property that is too big for their needs, in which case they may be offered a smaller property. A tenant who is granted a management transfer shall not qualify for any under-occupation incentive payment.
- (b) the tenant shall be offered housing in any area in the District that removes them from the situation of immediate risk.
- (c) the tenant's need for a management transfer shall be kept under continuous review. Should their assessed level of need or other circumstances change before the tenant receives an offer then the management transfer status may be withdrawn.

## 9.2 Joint tenancies

If the existing tenancy is held by joint tenants and the management transfer does not include all tenants, then the tenancy shall need to be resolved first. The designated officer shall advise the tenant(s) of the available options including seeking independent advice.

## 9.3 Transfers due to domestic abuse

From 1 November 2021 certain social housing tenants who are transferred to a new property because of [domestic abuse](#) are entitled to a lifetime secure tenancy, rather than a fixed-term flexible tenancy.

If the Council offers a tenancy to someone who is or was previously secure tenant or fully assured tenant of a social landlord, and the new tenancy is being granted for reasons connected with the domestic abuse towards that person or a member of their household, the Council shall offer a lifetime secure tenancy, not a flexible tenancy.

## 9.4 Mutual exchange

A secure tenant has the right to exchange their tenancy, by way of assignment, with another secure tenant or with a fully assured tenant of a private registered provider of social housing (PRPSH).

The following three types of tenancy exchange are normally allowable:

- (a) assured shorthold tenant with a secure tenant
- (b) assured tenant with flexible tenant
- (c) assured tenant with assured shorthold tenant

The mutual exchange of tenancies falls outside the statutory criteria governing the allocation



of housing.

A mutual exchange may only take place with written consent from the landlord. Exchanges can take place between more than two tenants if each landlord consents.

The most popular way to find another tenant who may be interested in exchanging their home is to register on [HomeSwapper](#). Full details of the regulations governing mutual exchanges can be found on [Gov.uk – swapping a council or housing association home](#).

## **9.5 Major works - regeneration or demolition**

Tenants who are required to vacate their home due to a Compulsory Purchase Order, or Council tenants who have to move because their home requires major works, regeneration or demolition are rehoused in accordance with the Council's Decant policy.

The rules vary depending on whether the tenants are required to move permanently to another home or temporarily until they are able to return to their existing home.

## **9.6 Permanent decants**

Permanent decants are usually subject to a maximum of two offers of suitable accommodation. If the tenant does not accept the second offer, then the Council is likely to have to initiate possession proceedings via the County Court which if granted is usually conditional on the availability of a final offer of suitable accommodation at the point of obtaining full vacant possession.

### **9.6.1 Statutory compensation**

Tenants who are required to move permanently are usually entitled to a statutory home loss payment and/or a statutory disturbance payment.

## **9.7 Temporary decants**

Temporary decants are usually subject to one offer of suitable accommodation.

### **9.7.1 Discretionary disturbance payments**

Tenants who are required to move temporarily may be entitled to a discretionary disturbance payment to meet the main costs associated with the temporary relocation.

## **9.8 Other allocations outside of the scheme**

The following allocations will also be made outside of the Housing Allocations Scheme:

- (a) where a tenant succeeds to a tenancy (or an introductory tenancy) upon the death of a tenant
- (b) to accommodate a successor tenant who is under-occupying Council accommodation
- (c) where a tenancy is assigned to a person who would qualify to succeed to the tenancy if the tenant died immediately before the assignment
- (d) where a tenancy is either granted in response to a transfer request under Section 158 of the Localism Act 2011 or any other tenant transfers
- (e) where an introductory tenancy becomes a secure lifetime or secure (fixed term) tenancy on ceasing to be an introductory tenancy

- (f) where an introductory tenant undertakes a mutual exchange with a secure lifetime or secure (fixed term) tenant. In these circumstances, each party shall surrender their tenancies, and the Council shall grant each party a new tenancy which reflects their previous tenancy status. Any period the affected tenant spent as an introductory tenant in their previous property shall count towards the fulfilment of the 12-month introductory period in the new property. It should be noted that some social landlords do not allow introductory tenants to enter into a mutual exchange within any trial period
- (g) where a tenancy is disposed through a Property Adjustment Order in accordance with the relevant legislation
- (h) where a property is offered to an applicant on the Witness Protection Mobility Scheme.

## SECTION TEN: GOVERNANCE

### 10.1 Exceptional circumstances

Any provision in the scheme may be waived in exceptional circumstances and at the discretion of the appropriate senior manager with delegated authority (as stated in the department's Scheme of Delegations).

The application of such discretion shall normally require a full report of the circumstances of the individual case to be prepared by the Team Manager for the consideration of the delegated manager (currently the Director of Community and Wellbeing).

### 10.2 Designated decision makers

	<b>Decision</b>	<b>Designated Manager</b>	<b>Based on information provided by</b>
i	Exceptional Circumstances	Director Community and Wellbeing	Relevant Team Manager
ii	Fraudulent applications	Director Community and Wellbeing	Relevant Team Manager
iii	Management Transfers	Director Community and Wellbeing and Director of HRA	Joint relevant Team Manager(s)
iv	Permanent Decants	Director of Housing Revenue Account	Director Community and Wellbeing
v	Temporary Decants	Director of Housing Revenue Account	Director Community and Wellbeing
vi	Mutual Exchanges	Rehousing Team Manager	Relevant Officer

### 10.3 Monitoring the allocations scheme

Performance information on applications and allocations shall be reviewed annually to establish whether the aims and objectives of the scheme are being achieved. The findings shall be published in an Annual Lettings Report and made available on the Councils website.

### 10.4 Review of the allocations scheme

The scheme shall be reviewed in full no later than the Council year leading up to April 2027. Some or all of the scheme may be reviewed earlier should the need arise.

### 10.5 Consultation on changes to the allocations scheme

Before adopting a new Housing Allocations Scheme or making an alteration reflecting a major change of policy in its existing scheme, the Council shall send a copy of the draft scheme or any proposed major change to the scheme to all of the following interested parties, and give them reasonable opportunity to comment:

- Private Registered Providers of social housing with which it has nomination arrangements
- Town and Parish Councils
- The Tenants and Leaseholders Panel
- Partner agencies with an interest in the scheme.

**SECTION ELEVEN: APPENDICES****APPENDIX A: PROPERTY SIZE AND TYPE OFFERED**

The following criteria shall determine the size and type of properties that applicants are considered for:

<b>Property Size</b>	<b>Household Composition</b>
Studio flat	Single person
1-bedroom flat	Single person Couple (including where one is pregnant)
1- bedroom bungalow	Single person over 50 Couple over 50 Downsizer over 50 Applicant who requires ground floor accommodation
1-bedroom sheltered flat or bungalow	Single person over 60 Couple over 60 Applicant who requires sheltered ground floor accommodation
2-bedroom flat, maisonette or house	Single person or couple with: family member, or family members of the same sex, or 2 family members of opposite sex both under 10 years Single person or couple downsizing by 2 or more bedrooms
2-bedroom sheltered flat or bungalow	Single older person or older couple with an assessed need for an extra bedroom Single person or couple who requires sheltered ground floor accommodation with an extra bedroom Single older person or couple downsizing by 2 or more bedrooms
3- bedroom flat, maisonette or house	Single person or couple with 2 family members of opposite sex with one family member over the age of 10 years Single person or couple with 3 family members 2 of whom are of the same sex Single person or couple with 4 family members 2 each of the same sex
4- bedroom* flat maisonette or house	Single person or couple with 4 or more family members where two are of opposite sex and over the age of 10 years
5-bedroom* flat maisonette or house	Single person or couple with 5 or more family members where 2 family members are of opposite sex and one is over 10 years of age

**Exceptions**

\*Larger family sized homes are in the shortest supply. Therefore, applicants with an assessed need for four or more bedrooms may be considered for a property with one bedroom fewer than their assessed need, provided it falls within the permitted number of occupants allowed under the Housing Act 1985.

Under-occupiers wishing to downsize from a house or maisonette or flat with three bedrooms to a flat can be considered for flat with one bedroom more than their assessed need (i.e., a 2-bed flat or a 1-bed flat) with or without a garden.

Under-occupiers wishing to downsize from a house with four or more bedrooms, where they are giving up two or more bedrooms, may be considered for a house or a flat with one bedroom more than their assessed need with or without a garden.

Under-occupiers with minor rent arrears shall not be prohibited from transferring on the condition that they give an undertaking to maintain a reasonable repayment agreement until the debt is paid in full.

**APPENDIX B: DOWNSIZING INCENTIVE SCHEDULE FOR COUNCIL TENANTS**

<b>Size and type of property tenant is vacating</b>	<b>Size of property tenant would ordinarily need under scheme</b>	<b>Size of property tenant wants and qualifies for</b>	<b>Incentive(s)</b>
1 bedroom any	1-bedroom	1-bedroom sheltered	£1,000 (sheltered bonus)
2-bedroom flat/house/bungalow	1-bedroom	1-bedroom flat/bungalow	£1,000
3-bedroom flat/house/bungalow	1-bedroom	1-bedroom flat/bungalow	£2,000
3-bedroom flat/house/bungalow	1-bedroom	2-bedroom flat	£500 +1 spare bedroom
3-bedroom flat/house/bungalow	2-bedroom	2-bedroom flat/house/bungalow	£1,000
4-bedroom flat/house/bungalow	1-bedroom	1-bedroom flat/bungalow	£3,000
4-bedroom flat/house/bungalow	1-bedroom	2-bedroom flat/house/bungalow	£2,000 + 1 spare bedroom
4-bedroom flat/house/bungalow	2-bedroom	2-bedroom flat/house/bungalow	£2,000
4-bedroom flat/house/bungalow	2-bedroom	3-bedroom flat/house/bungalow	£1,000 + 1 spare bedroom
4-bedroom flat/house/bungalow	3-bedroom	3-bedroom flat/house/bungalow	£1,000
Any (including 1-bed) except sheltered	1-bedroom	1-bed sheltered	Above incentive + £1,000 (sheltered bonus)

## APPENDIX C: ELIGIBILITY PERSONS FROM ABROAD

A person may not be allocated accommodation under Part 6 if he or she is a person from abroad who is ineligible for an allocation under [section 160ZA](#) of the 1996 Act.

There are 2 categories for the purposes of section 160ZA:

1. (i) a person subject to immigration control – such a person is not eligible for an allocation of accommodation unless he or she comes within a class prescribed in regulations made by the Secretary of State (section 160ZA(2)), and
2. (ii) a person from abroad other than a person subject to immigration control – regulations may provide for other descriptions of persons from abroad who, although not subject to immigration control, are to be treated as ineligible for an allocation of accommodation (section 160ZA(4)).

The regulations setting out which classes of persons from abroad are eligible or ineligible for an allocation are the [Allocation of Housing and Homelessness \(Eligibility\) \(England\) Regulations 2006](#) (as amended) ('the Eligibility Regulations').

## APPENDIX D: GLOSSARY

### Assessed Need

The housing needs of an applicant that have been established through the professional assessment of their application to join the housing register e.g., the size and type of property they require and the level of priority (if any) that is awarded to their application.

### Assisted bidding

Providing support for an applicant to place bids for advertised properties if they would find it difficult to place bids without assistance.

### Auto-bidding

Automatic computer-generated bidding for advertised properties that match the assessed needs of an applicant.

### Bands

The method the Council uses to award priority to applicants based on their assessed need for housing. There are three Bands: A - Emergency, B – Urgent, C - Moderate.

### Bidding

Expressing an interest in a vacant property that is advertised. Up to three bids are allowed each weekly advertising cycle.

### Choice- Based Lettings

Allocating vacant properties by advertising them giving applicants some choice as to which ones to express an interest in (or 'bid' for).

### The Council

Epping Forest District Council.

### Decant

A permanent or temporary move of a tenant to allow major works/refurbishment to be carried out, or prior to demolition and redevelopment.

**Direct Allocation**

Receiving an offer of a property directly from the Council without bidding for it.

**Downsizing**

Choosing to move to a smaller property because the current home is larger than needed.

**Duties**

The statutory and regulatory responsibilities of the Council, the core services they are required to provide and the actions that they are expected to take that are defined in law or by the Government.

**Former Tenant Arrears**

Arrears of rent from a previous property that are still to be paid off.

**General needs housing**

Social housing at rents that are usually lower than the private rented sector, where there is no additional support linked to the accommodation other than repairs and general estate management.

**HomeOption**

The name of the choice-based letting scheme that the Council uses to advertise its vacant properties for people on the housing register to bid for.

**Household**

An applicant and any other person who usually lives with the applicant as a member of their family or someone who might reasonably be expected to reside with them.

**Housing Association/ Registered Provider**

Social landlords who provide affordable housing to rent or buy and are registered and regulated by the Regulator for Social Housing.

**Housing Register**

A list of households who have been assessed as qualifying for an offer of suitable social rented housing from the Council or a housing association based on their needs.

**Insanitary**

A property in such poor condition that it could be harmful to the health of people living in it.

**Key worker**

Certain jobs (usually in the public sector) that are important to keep essential services like health, education and public safety running, where staffing levels are affected by the supply of affordable local housing that is available close to the places of employment.

**Landlord Transfer**

A type of transfer that the Council as the landlord may arrange for a Council tenant outside of the housing register. A management transfer is a type of landlord transfer.

**Levelling up**

The Government's plan to spread social and economic opportunity more equally across communities and areas of the country.

**Local Lettings Plan**

These set out how properties will be allocated in a specific area for a set period of time to meet specific local issues. They are only used in exceptional circumstances.

**Management Transfer**

A type of priority given to transferring existing Council tenants to alternative social housing in exceptional circumstances where an immediate move is required and no other option is

appropriate.

**Medical Need**

The extent to which an applicant's physical health, mental health or learning difference is adversely affected by their current living conditions and/or how likely it is to stabilise or improve if they move to more suitable accommodation.

**Mutual Exchange**

A home swap between two or more social housing tenants.

**Older Person**

For the purpose of sheltered housing, an older person is an applicant aged 60 or over. For general needs bungalows, an older person is an applicant aged 50 or over.

**Reasonable preference**

Giving a level of priority to an applicant on the housing register because their circumstances fall within certain defined groups e.g. overcrowding, homelessness, medical or welfare needs.

**Registered Provider /Housing associations**

Social landlords who provide affordable housing to rent or buy and are registered and regulated by the Regulator for Social Housing.

**Settled Accommodation**

Either social rented housing or private rented housing that will be available to rent for at least six months.

**Sheltered Bungalows**

Bungalows that are linked to sheltered housing schemes and the associated support.

**Sheltered Housing**

Housing that is designed to give older people the independence of their own home with the security of having assistive technology and housing related support available.

**Social Housing Tenant**

Someone who rents a property from a local council or a registered provider of housing.

**Supported housing**

Housing with accommodation-based support (usually for a period for between 6 months and 2 years) and it is expected that the applicant shall move on when they no longer require the support.

**Suitable offer**

An offer of a property that meets the assessed needs of an applicant's household.

**Social landlords**

Provide affordable housing to rent or buy and are registered and regulated by the Regulator for Social Housing.

**Tenant**

A person who lives in a property belonging to the landlord or freeholder and holds a tenancy, lease or licence.

**Under-occupier**

A social housing tenant living in a property with more bedrooms than their household needs.

**Wellbeing**

Promoting ways to improve mental, emotional and physical health through social activities.



## **APPENDIX E : SUPPORTING DOCUMENT CHECKLIST**

### **Proof of identification and eligibility**

One of the following must be provided for each applicant:

- (a) birth certificate (a secondary form of photo identification shall be required if birth certificate is provided)
- (b) passport
- (c) gov.uk Share Code for EU citizens
- (d) National Insurance card
- (e) photograph of the applicant and all family members

Additional documents may also be required where an applicant (or in some circumstances a member of the applicant's household) is:

- (a) subject to immigration control
- (b) a national of the European Economic Area (EEA); or
- (c) an Accession State National.

Where an applicant who is accepted as a refugee or granted indefinite, exceptional, discretionary, or limited leave to remain in the UK then the relevant Home Office documents shall also be required.

Nationals of the EEA shall be required to provide recent payslips as evidence of current employment (2 months or 6 weekly) to demonstrate eligibility.

Accession State Nationals shall be required to provide current registration documents and proof of current employment e.g., recent wage slips, contract details, self-employment reference number verification.

### **Proof of residence**

Any two of the following recent documents must be provided for each applicant; documents that are more than 6 months old will not be accepted:

- (a) household bill
- (b) DWP Benefit document
- (c) current driving licence
- (d) bank, credit card or catalogue statement with current address
- (e) tenancy or licence agreement
- (f) rent book or letter from the current landlord
- (g) Section 21 or Section 8 notice from the current landlord
- (h) proof of marriage
- (i) proof of name change (if applying in a different name)

- (j) proof of pregnancy
- (k) Child Benefit award letter or a recent bank statement showing Child Benefit payments
- (l) custody or residency paperwork if access to children applicable
- (m) completion statement if an applicant has previously owned a property

The Council shall conduct credit reference checks to verify the information that the applicant has provided on their housing application in an attempt to reduce tenancy fraud. If false information has been provided at any stage, then the offer of accommodation will be withdrawn, or the application will be removed from the Housing Register.

## **APPENDIX F : MEDICAL AND WELFARE INDICATORS**

### **Indicators of medical and welfare reasonable preference categories**

Applicants given reasonable preference medical or welfare grounds shall be awarded either Band A, Band B or Band C based on their level of need

- (a) Emergency need
- (b) Urgent need
- (c) Moderate need

### **Insanitary, overcrowded, and unsatisfactory housing conditions**

- (a) lacking bathroom or kitchen
- (b) lacking inside WC
- (c) lacking cold or hot water supplies, electricity, gas, or adequate heating
- (d) sharing living room, kitchen, bathroom/WC
- (e) property in disrepair
- (f) poor internal or external arrangements

### **People who need to move on medical or welfare grounds (criteria may apply to any member of the household)**

- (a) a mental illness or disorder
- (b) a physical or learning disability
- (c) chronic or progressive medical conditions (e.g., MS, HIV/AIDS)
- (d) infirmity due to old age
- (e) the need to give or receive care\* including active foster carers or those who are adopting
- (f) the need to recover from the effects of violence or threats of violence, or physical, emotional or sexual abuse
- (g) having escaped domestic abuse and are being accommodated in a refuge or other temporary accommodation
- (h) ability to fend for self, restricted for other reasons
- (i) young people at risk
- (j) people with behavioural difficulties
- (k) need for adapted housing and/or extra facilities, bedroom or bathroom
- (l) need for improved heating (on medical grounds)
- (m) need for sheltered housing (on medical grounds)
- (n) need for ground floor accommodation (on medical grounds)
- (o) need to be near friends/relatives or medical facility on medical grounds
- (p) need to move following hospitalisation or long-term care

## **APPENDIX G: GENERAL INFORMATION AND ADVICE**

The following general information about the scheme shall be made available:

- (a) the procedures for applying to go onto the housing register and for applying for advertised vacancies
- (b) how applicants will be prioritised under the scheme
- (c) how successful applicants will be selected
- (d) how properties will be advertised, including bidding cycles and restrictive labelling (for example, certain properties will only be allocated to applicants who meet the mobility requirements of the property)
- (e) how to request a review of the procedures; and
- (f) details of the private registered providers that advertise vacancies through HomeOption the Councils choice-based lettings website.

Applicants shall be provided with information regarding their own application which shall include:

- (a) the Band they have been awarded under the scheme
- (b) the type of properties they are entitled to bid for
- (c) their chances of bidding successfully on the property types and areas in which they are interested
- (d) how bidding, direct offers assisting bidding and auto-bidding applies to them
- (e) the documents they will need to supply in regard to verification and references, and when they will need to provide it
- (f) the average waiting time per property type for each priority housing needs group; and
- (g) whether their application has been rejected and the options that are available to them.

Advertisements shall include as many of the following as possible:

- (a) property location
- (b) property type, size and floor level
- (c) type of tenancy to be offered
- (d) amount of rent and other charges payable
- (e) the energy performance certificate rating
- (f) the type of heating
- (g) whether there is a heating charge payable that is not covered by housing benefit
- (h) any additional amenities such as a garden or parking with the property
- (i) photos of the scheme or the locality and links to guides about the local area; and
- (j) adaptations to the property that may aid mobility within the home.

Applicants who require assistance to access the scheme shall, upon request, be offered the following services:

- (a) an interpretation service if their first language is not English
- (b) signing if speech or hearing is impaired
- (c) provision of documents in large print or braille if they have a visual impairment; and/or
- (d) an interview to explain the scheme and information about where independent advice can be obtained about the scheme
- (e) an easy-to-read version of key documents

## APPENDIX H: LOCAL AND NATIONAL CONTEXT

The scheme pays due regard to the relevant parts of the following

<b>Context</b>	<b>Specific reference material</b>
<b>Corporate Plan 2018-2023</b>	<p>The scheme supports Epping Forest District Council’s Corporate Plan objectives.</p> <ul style="list-style-type: none"> <li>• Delivering core services that people want</li> <li>• Adults and Children are supported in times of need</li> <li>• People live longer healthier and independent lives</li> <li>• People and communities achieve their full potential</li> </ul>
<b>Regulatory Standards</b>	<p>The scheme pays due regard to the following regulatory guidance</p> <ul style="list-style-type: none"> <li>• Allocation of Accommodation: guidance for local housing authorities in England June 2012, Supplementary Guidance December 2013, March 2015 December 2020</li> <li>• Allocation of Housing and Homelessness (Eligibility) (England) (Amendment) Regulations June 2021</li> <li>• Housing Health and Safety Rating System (HHSRS)</li> <li>• Homelessness Reduction Act 2017: Homelessness Code of Guidance</li> <li>• Providing Social Housing for Local People March 2015</li> <li>• Public Sector Equality Duty</li> <li>• Regulator of Social Housing consumer standards</li> <li>• Improving Access to Social Housing for Victims of Domestic Abuse in Refuges November 2018</li> </ul>
<b>Legislation</b>	<p>The scheme supports the following legislation:</p> <ul style="list-style-type: none"> <li>• Anti-social Behaviour Act 2003</li> <li>• Care Act 2014</li> <li>• Children’s Act 1989 and Children’s Act 2004</li> <li>• Data Protection Act 2018</li> <li>• Domestic Abuse Act 2021</li> <li>• Equality Act 2010</li> <li>• Homelessness Act 2002 as amended</li> <li>• Housing Act 1985</li> <li>• Housing Act 1996 as amended</li> <li>• Immigration and Social Security Coordination Act (ISSC) 2020</li> <li>• Localism Act 2011</li> </ul>
<b>Related policies</b>	<p>The scheme is linked to the following policies:</p> <ul style="list-style-type: none"> <li>• Anti-social Behaviour and Hate Crime Policy</li> <li>• Customer Complaints Policy</li> <li>• Decant Policy (draft)</li> <li>• Domestic Abuse Policy 2022-2025 (draft)</li> <li>• Income Recovery Policy 2020</li> <li>• Privacy Policy</li> <li>• Safeguarding Policy</li> <li>• Tenancy Policy 2022-2027</li> </ul>

<b>Related strategies</b>	<p>The scheme is linked to the following strategies:</p> <ul style="list-style-type: none"> <li>• Asset Management Strategy (Draft)</li> <li>• Homelessness and Rough Sleeping Strategy 2022-2027</li> <li>• Housing Strategy 2022-2027</li> </ul>
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#### APPENDIX I: VERSION CONTROL LOG

Version	Date	Details of changes included in update	Author
V01.00	16 Sep 2022	Published Allocations Scheme	Janice Nuth

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Telephone: 01992 564000  
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[www.eppingforestdc.gov.uk/housing](http://www.eppingforestdc.gov.uk/housing)

September 2022

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# Agenda Item 10

## **Report to the Cabinet**

**Report reference: C-027-2023/24**

**Date of meeting: 13 November 2023**



**Epping Forest  
District Council**

**Portfolio: Planning & Sustainability – Cllr. Bedford**

**Subject: Approval of the establishment of a constituted Joint Committee for the Harlow and Gilston Garden Town**

**Responsible Officer: Nigel Richardson (01992 564 110).**

**Democratic Services: Vivienne Messenger (01992 564243).**

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### **Recommendations/Decisions Required:**

- (1) To agree to the establishment of a Joint Committee (JC) in respect of matters pertaining to the Harlow and Gilston Garden Town.**
- (2) That subject to all authorities approving the agreement, the arrangements set out in the Inter Authority Agreement at Appendix A to this report be endorsed and agreed.**
- (3) To delegate to the Chief Executive, in consultation with the Leader and the Portfolio Holder for Economic Development, to make any necessary, non-consequential and minor amendments and refer to the HGGT Chair and Director.**

### **Executive Summary:**

The Harlow and Gilston Garden Town aims to coordinate and enable delivery of 16,000 homes by 2033, with another 7,000 planned beyond this. To bring these homes forward the Garden Town will require over £1.7 bn of infrastructure investment into transport, education, healthcare, emergency services, community facilities, open space, sports and leisure, utilities and flood defences. 3,900 of these homes are allocated within Epping Forest District, making up over a third of the District's allocated housing to be built to the TCPA's Garden City Principles.

The growth will cross the boundaries of the five council Partners (which comprise East Hertfordshire, Epping Forest and Harlow District Councils, and Essex and Hertfordshire County Councils) and the Garden Town initiative was originally established under the 'Duty to Cooperate' arrangements to reach common agreement between those partners.

At the Harlow & Gilston Garden Town Board of the 17 July 2023 a report was considered that set out the future governance and partnership framework for the Harlow and Gilston Garden Town (HGGT). This partnership consists of East Hertfordshire, Epping Forest and Harlow District Councils, together with Essex and Hertfordshire County Councils. This report recommended that a Joint Committee (JC) be established to deliver locally led leadership, provide programme oversight and to formalise audit functions and risk-sharing equally between all partners, whilst ensuring all decisions are democratically accountable and transparent.



This follows agreement by Leaders & Lead Members at the HGGT Board meeting in June 2021 that the current board model of informal, duty to cooperate led collective decision-making in cross boundary HGGT matters, needed to evolve to be fit-for-purpose as the HGGT project moved from policy and plan making to project delivery.

At the meeting of the 17 July Board members endorsed the proposal to establish a Joint Committee, and the matter has now been referred to the governing bodies of the respective five partner authorities for ratification. It is intended, however, that the JC forms in shadow from December 2023 with the first formal meeting convening in March 2024.

It is pointed out, however, that establishment of a JC does not include decision-making related to either Planning Authority development management determinations or to statutory Highway Authority functions, which will remain with these authorities.

### **Reasons for Proposed Decision:**

- In order to provide consistent and transparent arrangements for the consideration of HGGT matters, to secure the delivery of the HGGT and to secure the wider regeneration of Harlow.
- To ensure that appropriate legal protocols are in place.
- To ensure that the views of Epping Forest District Council are given appropriate consideration.

### **Other Options for Action:**

- The option not to establish a formal governance and partnership framework for the Harlow and Gilston Garden Town (HGGT) was considered. However, this would undermine Epping Forest District Council's, and the other partner authority's ability to develop a joint approach to facilitate the development of the HGGT in a co-ordinated and transparent manner.

## **Report**

### **Introduction**

1. This report sets out the future governance and partnership framework for the Harlow and Gilston Garden Town (HGGT) 5 Council partnership and recommends that a constituted HGGT Joint Committee (JC) is established. Also attached are the Terms of Reference for the Committee including the extent of its delegated functions and its constitutional arrangements.
2. The future governance and partnership framework for the HGGT including the establishment of a Joint Committee (JC) is supported by the following documents:
  - Appendix A: Inter Authority Agreement for the Harlow and Gilston Garden Town
3. The Terms of Reference for the Committee including the extent of its delegated functions and its constitutional arrangements are, therefore, set out in more detail in the Inter Authority Agreement for the Harlow and Gilston Garden Town. This has been derived following extensive and detailed consultation with partners and the consensus arrived at by members and officers over the last 24 months, including reporting progress to EFDC Cabinet on 07 February 2022. The process has been led by Leaders and Lead members alongside the Chief Executives and Senior Directors of the partner authorities and has included the S151 and Monitoring officers.

4. As part of the process the following matters were considered:

**Constitutional and Operational**

- Membership
- Voting Arrangements
- Exit Arrangements
- Funding & Budget setting
- Staff/Resourcing
- Programme Management
- Scrutiny and Call-In

**Delegations**

- Transport/Sustainable Movement
- Planning Policy
- Housing
- Town Centre Regeneration
- Green Infrastructure
- Stewardship
- Economic Growth
- Independent Quality Review

5. Following consideration and approval of the full details of the proposals at the HGGT Board meeting of the 17 July 2023, the matter has now been referred to the appropriate governance bodies of the five partner authorities for endorsement and adoption by the end of the 2023 calendar year. At the Board meeting, Members considered the steps taken in the development of a joint approach and the benefits that would accrue, together with the Terms of Reference of the JC which are endorsed in the Inter Authority Agreement (IAA). It was noted that as each partner goes through due process in respect of constitutional adoption, if any subsequent revisions are proposed to the IAA, then those revisions would be referred to the Chair and Director of the Garden Town for agreement following consultation with the 5-partner authority HGGT Board members.
6. It is considered that the establishment of a cross boundary Joint Committee (JC) for the HGGT will help deliver locally led leadership and coordination of the project to provide programme oversight and to formalise effective audit functions and risk-sharing equally between all the partners, whilst at the same time ensuring all decisions are democratically accountable and transparent. These arrangements will not, however, extend to decision-making related to either Planning Authority development management determinations or to statutory Highway Authority functions, which will remain with the respective district and county councils.
7. It is recommended, for the reasons outlined above, that EFDC Cabinet endorses the proposal for the establishment of the JC, with the inclusion of the Inter Authority Agreement.
8. Subject to agreement by each of the partner authorities, it is proposed that the Board moves into 'shadow' JC arrangements from the end of the 2023 calendar year to assist the partner authorities in enabling the working arrangements and supporting members prepare for full implementation of the JC.
9. It is anticipated that each partner authority will have concluded the necessary formal adoptions to agree the implementation of the JC by the end of the 2023 calendar year and that the first formal HGGT Joint Committee would be scheduled to be held in March 2024.

**Resource Implications:**

The establishment of a Joint Committee (JC) in respect of matters pertaining to the Harlow and Gilston Garden Town, and the arrangements set out in the Inter Authority agreement will be funded from existing budgets, if required.

**Legal and Governance Implications:**

Arrangements for Joint Committees are permitted under the Local Government Act of 1974 and other legislation.

**Safer, Cleaner and Greener Implications:**

The establishment of a Joint Committee for the Harlow and Gilston Garden Town will provide a co-ordinated framework that, through locally led leadership, will consider the need to address and mitigate against climate change, and ensure high quality and safer placeshaping and development.

**Consultation Undertaken:**

This Inter Authority Agreement has been derived following extensive and detailed consultation with partners and the consensus arrived at by members and officers over the last 24 months, including reporting progress to EFDC Cabinet on 07 February 2022. The process has been led by Leaders and Lead members alongside the Chief Executives and Senior Directors of the partner authorities and has included the S151 and Monitoring officers.

**Background Papers:**

C-042-2021/22 07 February 2022 Cabinet Report: Harlow and Gilston Garden Town – Future Leadership & Governance

Appendix A: Inter Authority Agreement for the Harlow and Gilston Garden Town

**Risk Management:**

As the delivery phase of the Harlow and Gilston Garden Town partnership begins, a number of overarching risks around financial administration, corporate management and inability or delay in delivery of key infrastructure to enable the planned growth are becoming more evident. The lack of a formal governance structure creates risk for all partners.

**Equality:**

An Equality Impact Assessment was carried out and there was no significant impact.

**Appendices**

Appendix A - Inter Authority Agreement for the Harlow and Gilston Garden Town

**Agenda Item 7 Appendix C**

**Dated**

**2023**

**East Hertfordshire District Council**

**Epping Forest District Council**

**Harlow District Council**

**Essex County Council**

**Hertfordshire County Council**

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**Inter-Authority Agreement**

**for the Harlow and Gilston Garden Town Joint Committee**

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**THIS DEED** is made on

2023

**BETWEEN:**

- 1 East Hertfordshire District Council of Wallfields, Pegs Lane, Hertford SG13 8EQ (“**EHDC**”)
- 2 Epping Forest District Council of Civic Offices, 323 High Street, Epping CM16 4BZ (“**EFDC**”)
- 3 Harlow District Council of Civic Centre, The Water Gardens, College Square, Harlow CM20 1WG (“**HDC**”)
- 4 Essex County Council of County Hall, Market Road, Chelmsford CM1 1QH (“**ECC**”); and
- 5 Hertfordshire County Council of County Hall, Pegs Lane, Hertford SG13 8DQ (“**HCC**”),

each a “**Partner Authority**” and together the “Partner Authorities”.

**BACKGROUND**

- A. The Partner Authorities are local authorities for the purposes of the Local Government Act 1972 and best value authorities for the purposes of the Local Government Act 1999.
- B. Under sections 101(5) and 102(1) of the Local Government Act 1972 and Regulations 10 and 11 of The Local Authorities (Arrangements for the Discharge of Functions) England Regulations 2012, local authorities may arrange for the discharge of their functions by a Joint Committee comprising members of their authorities.
- C. All of the Partner Authorities have introduced Executive Arrangements under section 9EA of the Local Government Act 2000.
- D. Each of the Partner Authorities has agreed to establish a Joint Committee for the purposes of section 101 of the Local Government Act 1972 to be known as the Joint Committee for the Harlow and Gilston Garden Town (the “**Joint Committee**”) to co-ordinate and facilitate the delivery of 16,000 homes in the HGGT by 2033, and 7,000 homes in the years after that along with associated infrastructure.
- E. Epping Forest District Council will act as the Accountable Body.
- F. The Accountable Body will provide the Services and employ the HGGT Delivery Team on the terms set out in this Agreement and in accordance with Part VII of the Local Government Act 1972.
- G. This Agreement sets out the services that the Accountable Body will deliver to the Joint Committee and the respective roles, responsibilities and behaviours of the Partner Authorities in respect of associated matters related to the Joint Committee and the delivery of the Harlow and Gilston Garden Town.
- H. The Parties have also agreed the Joint Committee Terms of Reference which is incorporated into this Agreement.

## **1 AGREED TERMS**

- 1.1 In this Agreement, the definitions set out in Schedule 1 (Definitions) shall apply.
- 1.2 Clauses, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a statute or a provision of a statute is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 Words in their singular shall include the plural and vice versa (unless the context otherwise requires).
- 1.8 A reference to **writing** or **written** excludes a reference to electronic communications, facsimile transmissions or comparable means of communication.
- 1.9 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.11 Where there is any conflict or inconsistency between the provision of the agreement, such conflict or inconsistency shall be resolved according to the following order of priority:
- 1.11.1 the clauses of the Agreement;
- 1.11.2 Schedule 1 to this Agreement;
- 1.11.3 the remaining schedules to this Agreement.

## **2 Governance**

- 2.1 The Partner Authorities agree to adhere to the overarching governance structure set out in the Joint Committee Terms of Reference.
- 2.2 The Partner Authorities will work together acting in their capacities as Accountable Body and Partner Authorities.
- 2.3 The Partner Authorities agree that the following principles underpin their collaborative working: mutual co-operation; accountability; transparency and mutual benefits.



- 2.4 The Partner Authorities agree that they will work together with mutual trust, good faith and in an open, co-operative and collaborative manner and will respond in a timely manner
- 2.5 A structure chart depicting the governance arrangements applicable to the Joint Committee as at the date of this Agreement is included at Schedule 11. The parties acknowledge that the chart is included for information only. In the event of any conflict between the chart and any other provision of this Agreement, the other provision shall prevail.

### **3 Roles and Responsibilities of the Accountable Body**

- 3.1 The Accountable Body shall operate administrative functions to ensure the partnership operates legally and has the back office support services required. In this context it is not a political function. The political leadership comes from the five partners in the joint committee.
- 3.2 Subject to clause 3.3, in accordance with the terms of this Agreement the Accountable Body shall:
- 3.2.1 be the employing authority of the HGGT Director and HGGT Delivery Team on behalf of the Partner Authorities, who will be employed on the Accountable Body's terms and conditions of employment and subject to the employment policies of the Accountable Body;
  - 3.2.2 ensure that line management is provided to the HGGT Director and the HGGT Delivery Team in consultation with the Chair, where necessary, in order to ensure that the HGGT Director and Delivery Team are effectively performing their roles;
  - 3.2.3 establish and maintain a financial system to hold and account for all Project Funding and Recoverable Cost Funding received and disbursed on behalf of the Joint Committee;
  - 3.2.4 receive the Project Funding and Recoverable Cost Funding on behalf of the Joint Committee and be responsible for its proper administration;
  - 3.2.5 comply with all instructions of the Joint Committee and any sub-committee except where the instruction is:
    - (i) inconsistent with the principles of probity or sound financial practice;
    - (ii) in breach of applicable funding terms
    - (iii) inconsistent with public law principles;
    - (iv) against the public interest
    - (v) likely to bring the Accountable Body or the Joint Committee into disrepute; or
    - (vi) illegal;

- 3.2.6 ensure, through the S151 Officer, that Project Funding and Recoverable Cost Funding is used appropriately in accordance with the law, good financial management and any applicable grant conditions;
  - 3.2.7 ensure the decisions and activities of the Joint Committee conform with legal requirements;
  - 3.2.8 ensure that the Accountable Body's decisions conform with legal requirements;
  - 3.2.9 issue offer letters and enter into agreements for Recoverable Cost Funding with the Partner Authorities as authorised by the Joint Committee;
  - 3.2.10 provide the Services;
  - 3.2.11 provide the necessary data and other information in timely manner to enable the HGGT Director to monitor the progress of scheme delivery and spend of Project Funding;
  - 3.2.12 ensure all required information on expenditure, activities, outputs and outcomes are properly recorded and provided in due time for reporting to the Joint Committee upon the Joint Committee's request;
  - 3.2.13 only spend the Project Funding and Recoverable Cost Funding on the Services, the Recoverable Costs, and any other costs or expenditure agreed by the Joint Committee;
  - 3.2.14 obtain and keep in place sufficient insurance cover in respect of its liabilities under this Agreement and supply to the Joint Committee, on request, evidence that insurance cover or self-insuring arrangements are in place;
  - 3.2.15 unless directed otherwise by the Joint Committee, maintain ownership of the Assets and use them only for the purposes of the Joint Committee and any sub-committee; and
  - 3.2.16 unless directed otherwise by the Joint Committee, administer the Contracts and manage them only for the purposes of the Joint Committee.
- 3.3 The Accountable Body shall not have responsibility for the RIF pursuant to this Agreement. The parties acknowledge that the accountable body for the RIF shall be decided by the Partner Authorities pursuant to clause 4.6.5.
- 3.4 In addition to acting as Accountable Body, EFDC (or any successor Partner Authority) shall ensure that where it has a role as recipient of Project Sponsor Funding, there is a clear separation of such functions from its role as Accountable Body and all decisions to release Project Funding shall remain subject to the Joint Committee's approval.
- 3.5 The Accountable Body shall provide the Services or procure that they are provided:
- 3.5.1 with all reasonable skill, care and attention in accordance with the best industry practice within the timescales appropriate to the service in question;
  - 3.5.2 in accordance with the Assurance Framework and the terms of the Joint Committee Terms of Reference;

- 3.5.3 in accordance with relevant accounting standards including but not limited to guidance from the Chartered Institute of Public Finance and Accountancy and GAAP (generally accepted accounting principles);
  - 3.5.4 in all respects in accordance with the Accountable Body and Joint Committee's policies; and
  - 3.5.5 in accordance with all applicable Law.
- 3.6 In the event that the Accountable Body is unable or unwilling to deliver the Services, the Accountable Body must provide the other Partner Authorities with at least twelve (12) months' notice (or such shorter period as the parties may agree) of its intention to cease to act as Accountable Body. The Accountable Body reserves the right to transfer the Accountable Body role and responsibilities under this Agreement to a different Partner Authority as agreed with the other Partner Authorities by providing the other Partner Authorities with written notice of such change. The new Accountable Body shall assume all responsibilities and obligations relating to this Agreement from the effective date of transfer and the Partner Authorities shall co-operate fully with the new Accountable Body to ensure a seamless transition. The retiring Accountable Body shall take all steps necessary to transfer to the new Accountable Body any Assets and Staff, and to novate any Contracts.

#### **4 Roles and Responsibilities of the Partner Authorities**

- 4.1 Each Partner Authority shall comply with the terms and conditions set out in this Agreement, including this clause 4, and the Joint Committee Terms of Reference.
- 4.2 The Partner Authorities shall co-operate to achieve the Garden Town Purpose.
- 4.3 The Partner Authorities shall ensure that an executive officer is appointed to and participates as a member of the Executive Officer Group in accordance with paragraph 7 of the Joint Committee Terms of Reference.
- 4.4 The Partner Authorities shall provide a Lead Officer(s).
- 4.5 The CEOs of the Partner Authorities, or the CEOs nominated deputies, will meet at least quarterly and in advance of the formal joint committee meetings to consider the papers and provide strategic advice.
- 4.6 The Partner Authorities shall work to achieve the RIF Purpose, including:
  - 4.6.1 co-operating to enable HCC to draw down the HIG Funding in accordance with the terms of the Grant Determination Agreement;
  - 4.6.2 committing to maximising recovery of the HIG Funding for inclusion in the RIF;
  - 4.6.3 maximising the contributions from the strategic sites to put into the RIF;
  - 4.6.4 using reasonable endeavours to secure additional grant or revenue funding for the delivery of the STC Network and, where appropriate, to allocate such funding to the RIF, subject always to any terms and conditions attaching to such funding;

- 4.6.5 cooperating to develop, agree, and implement the RIF strategy described in paragraph 6.4 of the Memorandum of Understanding at which point the parties agree that the Memorandum of Understanding shall terminate;
  - 4.6.6 paying the Accountable Body the Partner Authority Contribution;
  - 4.6.7 making appropriate in-kind resources available as required and agreed by the Joint Committee.
- 4.7 The Partner Authorities shall (so far as the law permits) comply with the terms of the Exit Schedule.
- 4.8 For the avoidance of doubt, nothing in this Agreement shall fetter the statutory rights, powers, duties and obligations of the Partner Authorities in the exercise of their role as a local authority.

## **5 HGGT Delivery Team**

- 5.1 The Accountable Body shall employ the HGGT Delivery Team and the HGGT Director and they will be subject to the employment policies of the Accountable Body.
- 5.2 The Accountable Body will ensure that line management is provided to the HGGT Delivery Team and the HGGT Director in consultation with the Chair of the Joint Committee, where necessary, in order to ensure that the HGGT Delivery Team is effectively performing its role.
- 5.3 The HGGT Delivery Team shall have its primary place of work at HDC. HDC shall provide office space, access, and employee welfare facilities to the HGGT Delivery Team which is sufficient to allow the HGGT Delivery Team to support the delivery of the Garden Town Purpose and the RIF Purpose.
- 5.4 The role of the HGGT Delivery Team is to:
- 5.4.1 support the Joint Committee to carry out the programme of coordinating and enabling work required for the delivery of the Joint Committee's primary aims as detailed in paragraph 4.5 of the Joint Committee Terms of Reference;
  - 5.4.2 support the allocation of Project Funding;
  - 5.4.3 manage the expenditure and recovery of Project Funding;
  - 5.4.4 monitor and report on delivery against the HGGT Budget;
  - 5.4.5 report to the Joint Committee about issues affecting the development of the HGGT.
- 5.5 The role of the HGGT Director shall be to:
- 5.5.1 lead the HGGT Partnership and deliver the objectives of the HGGT Joint Committee including leadership and management of the HGGT Delivery Team;
  - 5.5.2 be the budget holder of the Recoverable Cost Funding and Project Funding in accordance with the Accountable Body's constitution and financial regulations;

- 5.5.3 prepare and maintain a three (3) year Business Plan to the Joint Committee (a Proposed Budget) setting out:
- (i) the proposed level of Partner Authority Contributions;
  - (ii) the Recoverable Cost Funding required and how the Recoverable Cost Funding is to be allocated with respect to those three (3) Financial Years;
  - (iii) the allocation of project funding; and
  - (iv) The annual programme of enabling work to be carried out by the HGGT Delivery Team with objective for years 2 & 3.
- 5.5.4 prepare the Proposed Budget; and
- 5.5.5 chair meetings of the HGGT Delivery Team and the Executive Officer Group.

## **6 Not Used**

## **7 Charges and Payment**

- 7.1 The Partner Authorities agree that the Partner Authority Contribution shall be set at a level sufficient to cover the Recoverable Costs.
- 7.2 The Charges for the Services provided by the Accountable Body shall be funded by the Recoverable Cost Funding and shall be calculated in accordance with Schedule 4 (Charges).
- 7.3 Before the start of each Financial Year, the HGGT Director in consultation with the Partner Authorities will bring a report to the Joint Committee with proposals for the three (3) year business plan (a “**Proposed Budget**”) as set out in clause 5.5.3.
- 7.4 Subject to approval by Joint Committee, the Accountable Body shall be entitled as part of the annual budget setting process by written notice, to vary Charges upwards or downwards, to reflect any change in its underlying cost base in the provision of the Services (or changes in the underlying cost base and margin of the Accountable Body). In making any such changes, Accountable Body shall act reasonably at all times.
- 7.5 The Accountable Body shall pay any Recoverable Costs from the cost centre held for such purpose within the Accountable Body’s accounting records.

## **8 Change Request**

- 8.1 If the outcome of a review pursuant to clause 6 of the Joint Committee Terms of Reference results in a change to the nature, volume or execution of all or any of the Services, the Partner Authorities shall submit details of the requested change in writing to the Accountable Body. Following the submission or receipt of a change request, the Accountable Body shall, within a reasonable time, provide a written estimate to the Partner Authorities of:
- 8.1.1 the time required to implement the change;
  - 8.1.2 any proposed variations to the Charges arising from the requested change;

- 8.1.3 any other impact of the requested change on the Services or the terms of this Agreement.
- 8.2 The Accountable Body shall consider the request in good faith in accordance with its responsibilities under clause 3 but the Accountable Body shall (acting reasonably) be under no obligation to accept any requested change to the Services. The Accountable Body shall give its formal response within two (2) weeks of receipt of the change request. If the Partner Authorities cannot agree on the appropriate variation to the fees within four (4) weeks of agreeing the requested change, the matter shall be referred to the Chair of the Joint Committee and a nominated officer of the Accountable Body who shall attempt in good faith to resolve it.
- 8.3 The Accountable Body may, from time to time and without prior notice, change the Services in order to comply with any applicable regulatory or statutory requirements. Where practicable, it will give not less than three (3) months' written notice of any change (including any required variation to the Charges), but in any event, it will give notice of any such change within one (1) month of it taking effect.

## **9 Confidentiality and Freedom of Information**

- 9.1 The Partner Authorities recognise that they are subject to legal duties which may require the release of information under the FOIA or any other applicable legislation governing access to information, and that they may be under an obligation to provide information to third parties on request. Such information may include matters relating to or arising out of this Agreement.
- 9.2 Each Partner Authority will assist the other to enable it to comply with its obligations and will ensure that any third parties acting on its behalf will also comply with the requirements of this clause 9. In the event that any Partner Authority receives a request for information under the FOIA or any other applicable legislation governing access to information and subject of such request or otherwise, the relevant Partner Authority will respond to any such request for assistance at its own cost and promptly, and in any event within five (5) days.
- 9.3 The Accountable Body, when in receipt of an FOIA addressed to or concerning the Joint Committee or Accountable Body, will consider the representations made by the relevant Partner Authorities. The Partner Authorities understand and acknowledge that, in such a case and as the recipient of the FOIA, the Accountable Body shall have the final determination of the response and disclosure required and the Partner Authorities agree to abide by that determination.

## **10 Intellectual Property**

- 10.1 All Intellectual Property created by the Joint Committee, or by any of the Partner Authorities for the purposes of the Joint Committee or this Agreement, shall vest in the Accountable Body on creation. The Accountable Body shall grant to the Partner Authorities a perpetual, royalty-free, non-exclusive licence to use the Joint Committee Intellectual Property.
- 10.2 The Accountable Body shall grant, subject to the remainder of this clause 10 and for so long as the Accountable Body remains the Accountable Body, a non-exclusive licence to use such Accountable Body Intellectual Property as is necessary to allow the Joint Committee to enjoy the benefit of the Services provided by the Accountable Body. The Joint Committee and the Partner Authorities shall at all times maintain standards of quality equivalent to those used by the Accountable Body in relation to its



Intellectual Property and shall comply with such reasonable instructions as may be notified to it by the Accountable Body in connection with the use of such Intellectual Property from time to time.

- 10.3 The Partner Authorities acknowledge that where the Accountable Body does not own the Intellectual Property, use by the Partner Authorities of rights in the Accountable Body's Intellectual Property is conditional on the Accountable Body obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Accountable Body to license such rights to the Partner Authorities.
- 10.4 Where the circumstances set out in clause 10.3 arise, the Accountable Body agrees to use its reasonable endeavours to enable the Partner Authorities to use the Intellectual Property required to enable them to enjoy the benefit of the Services.

## **11 Termination**

- 11.1 This Agreement shall terminate on the date that the Joint Committee Terms of Reference terminate or expire.
- 11.2 This Agreement shall terminate on the date that the Partner Authority that is acting as Accountable Body ceases to be the Accountable Body pursuant to clause 3.5 for any reason, unless another Partner Authority is appointed to undertake the responsibilities of the Accountable Body.
- 11.3 In the event that a Partner Authority leaves the Joint Committee pursuant to paragraph 5.3 of the Joint Committee Terms of Reference, that Partner Authority shall be deemed also to withdraw simultaneously from this Agreement. In such circumstances the withdrawing Partner Authority shall (to the extent that the law permits) comply with the Exit Provisions.

## **12 Consequences of Termination**

- 12.1 Upon the termination of this Agreement or part thereof for any reason, the provisions of Schedule 6 (Consequences of Termination) shall apply.

## **13 Force Majeure**

- 13.1 In the event that any Partner Authority is affected by any circumstances beyond its reasonable control ("an event of Force Majeure") the affected Partner Authority shall promptly notify the other Partner Authorities of the nature and extent of the circumstances in question.
- 13.2 Notwithstanding any other provision of this Agreement, no Partner Authority shall be deemed to be in breach of this Agreement or otherwise liable to the other for any delay in performance or the non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to the occurrence of an event of Force Majeure of which it has notified the other Partner Authorities, and the time for performance of that obligation shall be extended accordingly.

## **14 Entire Agreement, Inter-Authority Agreement Review and Variations**

- 14.1 This Agreement (including the documents and Schedules referred to in this Agreement) represents the entire agreement between the Partner Authorities in relation to the subject matter hereof and supersedes and replaces all prior agreements,

communications, representations, warranties and undertakings between the Parties, whether oral or written.

- 14.2 The Partner Authorities agree that they shall together review this Agreement from time to time and shall agree such amendments to this Agreement as are necessary to reflect any changes in the circumstances of the Partner Authorities or any changes in the levels of benefit derived from this Agreement by the Partner Authorities. This review shall take place:
- 14.2.1 at least every five (5) years;
  - 14.2.2 whenever a Party Authority gives notice of withdrawal under Schedule 5; or
  - 14.2.3 at such times as a Partner Authority may request on reasonable notice.
- 14.3 Subject to clause 14.4, amendments or variations to this Agreement shall only be effective if, and to the extent that, they are endorsed by the Joint Committee and approved by all Partner Authorities. Any amendments or variations shall be recorded in writing and signed by authorised representatives of each Partner Authority.
- 14.4 Variations in respect of Charges, including but not limited to the annual budget setting process, shall be recorded in writing and signed by authorised representatives of each Partner Authority.

## **15 Assignment**

- 15.1 None of the Accountable Body or the Partner Authorities shall be entitled to assign or transfer any of its rights or obligations arising under this Agreement without the prior written consent of all other Partner Authorities.

## **16 Notices**

- 16.1 A notice given to a party under or in connection with this Agreement shall be in writing and:
- 16.1.1 shall be delivered by hand, pre-paid first-class post, recorded delivery or special delivery in each case sent for the attention of the person, and to the postal address given in clause 16.2 (or such other address or person as the relevant party may notify to the other party); or
  - 16.1.2 shall be sent by electronic mail to the email address given in clause 16.2 (or such other address or person as the relevant party may notify to the other party).
- 16.2 The addresses for service of notices are:

### Accountable Body

Address: Civic Offices, High Street, Epping, Essex CM16 4BZ

Email: [asmall@eppingforestdc.gov.uk](mailto:asmall@eppingforestdc.gov.uk)

For the attention of: Andrew Small





## Partner Authorities

(1) Address: East Hertfordshire District Council of Wallfields, Pegs Lane, Hertford SG13 8EQ

Email: sara.saunders@eastherts.gov.uk

For the attention of: Sara Saunders - Head of Planning

(2) Address: Harlow District Council of Civic Centre, The Water Gardens, College Square, Harlow CM20 1WG

Email: simon.hill@harlow.gov.uk

For the attention of: Simon Hill

(3) Address: Essex County Council of County Hall, Market Road, Chelmsford CM1 1QH

Email: mark.doran@essex.gov.uk

For the attention of: Mark Doran, Director – Sustainable Growth

(4) Address: Hertfordshire County Council of County Hall, Pegs Lane, Hertford SG13 8DQ

Email: quentin.baker@hertfordshire.gov.uk

For the attention of: Quentin Baker, Monitoring Officer

16.3 Delivery of a notice is deemed to have taken place:

16.3.1 if delivered by hand, at the time the notice is left at the address or if sent by post on the second Business Day after posting, unless such deemed receipt would occur outside business hours, in which case deemed receipt will occur at 9.00 am on the next working day;

16.3.2 if sent by electronic mail, at the time actually received provided that any notice sent by electronic mail outside business hours shall be deemed to have been given at 9:00 am on the next working day.

For the purposes of this clause 16.3, business hours means 9.00 am to 5.30 pm Monday to Friday on each day that is not a public holiday.

16.4 This clause 16 does not apply to the service of any proceedings or other documents in any legal action.

## **17 Data Protection**

17.1 The Parties shall comply with their obligations under the Data Protection Legislation and the Data Sharing Schedule in the performance of their obligations under this Agreement.

## **18 Disputes**

- 18.1 If a dispute arises out of or in connection with this Agreement or the performance validity or enforcement of it (a "Dispute") then the Partner Authorities shall follow the procedure set out in this clause:
- 18.1.1 either Partner Authority shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Heads of Finance of the Partner Authorities shall attempt in good faith to resolve the Dispute;
  - 18.1.2 if the Heads of Finance of the Partner Authorities are for any reason unable to resolve the Dispute within fourteen (14) days of service of the Dispute Notice, the Dispute shall be referred to the Directors of Finance of the Partner Authorities who shall attempt in good faith to resolve it; and
  - 18.1.3 if the Directors of Finance of the Partner Authorities are for any reason unable to resolve the Dispute within fourteen (14) days of it being referred to them, the Dispute shall be referred to the Chief Executives of the Partner Authorities; and
  - 18.1.4 if the Chief Executives of the Partner Authorities are for any reason unable to resolve the Dispute within fourteen (14) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than twenty eight (28) days after the date of the ADR notice.
- 18.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 20.2 which shall apply at all times.
- 18.3 If the Dispute is not resolved within fourteen (14) days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of fourteen (14) days, or the mediation terminates before the expiration of the said period of fourteen (14) days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 20.2.

## **19 General**

- 19.1 A waiver of any right or remedy by a Partner Authority under this Agreement shall only be effective if given in writing and shall not be considered to be a waiver of any subsequent breach of the same or any other provision.
- 19.2 In the event that any provision of this Agreement is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of the provision in question and the remaining provisions shall not be affected.
- 19.3 Third parties shall not have any rights whatsoever to take any action under or in relation to this Agreement and, accordingly, all rights that are or may be conferred on such third

parties pursuant to the Contracts (Rights of Third Parties) Act 1999 are hereby expressly excluded.

## **20 Governing law and Jurisdiction**

- 20.1 This Agreement shall be governed by and construed in accordance with English law.
- 20.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement (including any non-contractual dispute or claim).

## **21 Counterparts**

- 21.1 This Agreement may be executed in any number of counterparts and by the several parties to it on separate counterparts, each of which when so executed shall constitute an original of this Agreement, but all counterparts together shall constitute one and the same instrument.

This agreement has been entered into as a deed on the date stated at the beginning of it.

The common seal of  
EAST HERTFORDSHIRE DISTRICT COUNCIL  
Was affixed in the presence of:

Authorised signatory

The common seal of  
EPPING FOREST DISTRICT COUNCIL  
was affixed in the presence of:

Attesting Officer



The common seal of  
HARLOW DISTRICT COUNCIL  
was affixed in the presence of:

Duly Authorised Officer

The common seal of  
ESSEX COUNTY AUTHORITY  
was affixed in the presence of:

Attesting Officer  
Date

The common seal of  
HERTFORDSHIRE COUNTY COUNCIL  
was affixed in the presence of:

Authorised Signatory



## SCHEDULE 1

### DEFINITIONS

In this Agreement the words and expressions set out below shall have the meanings set out below (unless the context requires otherwise):

**Accountable Body** means EFDC, or such other Partner Authority as may be appointed pursuant to this Agreement, which has responsibility under this Agreement for holding the Project Funding and the Recoverable Cost Funding and providing the Services including ensuring that expenditure is spent in accordance with all legal requirements.

**Agreement** means this agreement that sets out the services to be delivered by the Accountable Body and the respective roles, responsibilities and behaviours of the Partner Authorities.

**Assets** means any assets held by the Accountable Body on behalf of the Joint Committee from time to time, being at the date of this Agreement four (4) cargo bikes.

**Assurance Framework** means the Financial Regulations of the Accountable Body, which shall be applied to manage the Project Funding until such time as alternative arrangements shall be adopted and incorporated into this Agreement.

**Charges** means the charges (including Recoverable Costs) which become due and payable by the Partner Authorities to the Accountable Body in respect of the Services provided under this Agreement, as such charges are set out in Schedule 4 (Charges).

**Contracts** means any contracts entered into by the Accountable Body on behalf of the Joint Committee from time to time.

**Data Sharing Schedule** means the obligations of the Parties as set out in Schedule 8 (Data Sharing Schedule).

**Data Protection Legislation** means: (a) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (b) the DPA to the extent that it relates to processing of personal data and privacy; and (c) all applicable Law about the processing of personal data and privacy.

**DPA** means the Data Protection Act 2018;

**Executive Officer Group** means an officer group established by the Partner Authorities made up of one (1) senior officer from each Partner Authority and which is chaired by the HGGT Director.

**Exit Provisions** means the exit plan and provisions set out at Schedule 5 (Exit Provisions) which shall be used in the event of termination of this Agreement for any reason in whole or in part.

**Financial Year** means during the continuance of the Agreement any period commencing on 1 April and ending on the following 31 March.

**FOIA** means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Garden Town Purpose** means providing the leadership required to deliver the spatial growth and infrastructure proposals set out in the Local Plans of HDC, EHDC and EFDC, supported by ECC and HCC to align and maximise the opportunities for new residents and the existing residents and communities in Harlow, Epping Forest and East Hertfordshire.

**GDPR** means the General Data Protection Regulations 2016, Regulation (EU) 2016/679 as implemented in UK law under the European Union (Withdrawal) Act 2018 and any United Kingdom Act or European Union Regulation recognised in UK law substantially replacing the same.

**HGGT** means the Harlow and Gilston Garden Town located to the north of London in the district council areas of Harlow, East Hertfordshire and Epping Forest and in the counties of Hertfordshire and Essex which will co-ordinate and enable new homes, modal shift and associated infrastructure in and around Harlow with four new strategic sites being Gilston, East Harlow, Latton Priory and Water Lane which shall be connected via the STC Network.

**HGGT Area** means the area of the HGGT as delineated in red on the map at Schedule 2 (HGGT Area).

**HGGT Budget** means the agreed budget for the Recoverable Cost Funding and the Project Funding once agreed by the Joint Committee.

**HGGT Delivery Team** means the employees employed by the Accountable Body on behalf of the Partner Authorities for the purposes of supporting the Joint Committee and carrying out the programme of enabling work required for the delivery of the objectives set out in this Agreement and which shall include the Independent Facilitator and the HGGT Director.

**HGGT Director** means an officer employed by the Accountable Body on behalf of the Partner Authorities for the purposes of leading the HGGT Partnership of 5 partner authorities and delivering the objectives of the HGGT Joint Committee including leadership and management of the HGGT Delivery Team and chairing the Executive Officer Group

**HIG Funding** means the funding made available or to be made available by Homes England to HCC under the terms of a Grant Determination Agreement dated 31 March 2021 for the purposes of application towards the expenditure of delivering or procuring the delivery of infrastructure works and dwellings in the HGGT.

**Independent Facilitator** means a person appointed by the Joint Committee in accordance with paragraph 10.4 of the Joint Committee Terms of Reference.

**Intellectual Property** means all patents, rights to inventions, copyright and related rights, database rights, rights in designs, trademarks, know-how, trade secrets and other similar or equivalent rights or forms of protection (whether registered or unregistered) and all applications (or rights to apply) for, and for renewals and extensions of such rights as may now or in the future exist anywhere in the world.

**Joint Committee** means the joint committee constituted through the Joint Committee Terms of Reference between the Partner Authorities.

**Joint Committee Intellectual Property** means any and all Intellectual Property created through the work of, or as directed by, the Joint Committee.

**Joint Committee Terms of Reference** means the terms of reference in relation to the HGGT agreed between the Partner Authorities and Joint Committee and set out in Schedule 10, which sets out the duties and obligations, roles and responsibilities of the Partner Authorities in relation to delivery of Joint Committee's objectives.

**Law** means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which Accountable Body is bound to comply.

**LED** means Law Enforcement Directive (Directive (EU) 2016/680).

**Lead Officer** means an officer employed by each Partner Authority to work to progress the work of the HGGT.

**Memorandum of Understanding** means the memorandum of understanding between the Partner Authorities set out in Schedule 9 to this Agreement, signed by each of the Partner Authorities on different dates in February and March 2022. In interpreting the Memorandum of Understanding, the definitions set out in that Schedule shall apply.

**Partner Authority Contribution** in each Financial Year means a financial contribution which a Partner Authority has agreed to make to the Recoverable Cost Funding.

**Partner Authority** means each party or the parties (as the case may be) to this Agreement.

**Project Funding** means Developer Contributions and any other funding contributions which are to be used for the delivery of the HGGT schemes and work programme as agreed by the Joint Committee.

**Project Sponsor Funding** means a payment of Project Funding to a Partner Authority for the purposes of delivering an element of the HGGT.

**Proposed Budget** has the meaning given to it in clause 7.3.

**Recoverable Costs** means costs incurred by the Accountable Body in the provision of the Services which shall include:

- a) the cost of the Services, the cost of insurance, the cost of the HGGT Delivery Team, the cost of the HGGT Director, and such other funding as is required to cover the agreed programme of work; and
- b) third party costs incurred by the Accountable Body to which no value is added by the Accountable Body, including, but not limited to, any costs, fees, or charges paid pursuant to the Contracts.

**Recoverable Cost Funding** means the funding needed to cover the Recoverable Costs.

**RIF** means the rolling infrastructure fund which shall comprise, as a minimum, the HIG Repayment Funding and the Developer Contributions, principally for the purposes of forward funding and completing the STC Network, which shall be held on behalf of the Joint Committee by the accountable body appointed by the Partner Authorities pursuant to clause 3.3 and clause 4.6.5.

**RIF Purpose** means work to further develop the principles and processes set out in the Memorandum of Understanding at:

- a) Clause 2 (Establishment of the Rolling Infrastructure Fund)
- b) Clause 3 (Rolling Infrastructure Fund Governance)
- c) Clause 4 (Initial Projects – Forward Funding)
- d) Clause 5 (Initial Projects – Recovery of Contributions)
- e) Clause 6 (Subsequent Projects)
- f) Clause 7 (Fund Holders’ Obligations)
- g) Clause 9 (Review and Development of the RIF).

**S151 Officer** means the officer appointed by the Accountable Body for the proper administration of its financial affairs under s151 of the Local Government Act 1972.

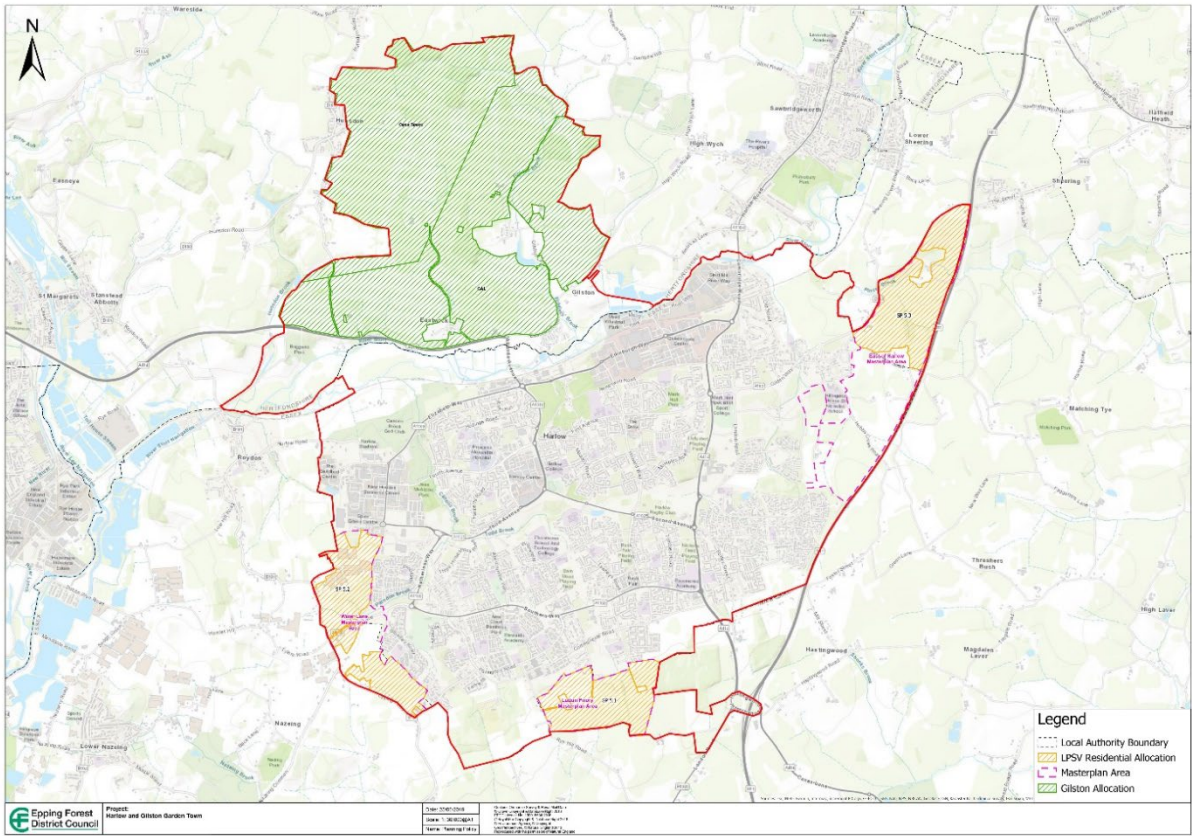
**Services** means the services to be provided by the Accountable Body as set out in Schedule 3 (Services).

**STC Network** means the sustainable transport corridors and other specific highway improvements which will connect the four strategic sites forming the HGGT and support the delivery of sustainable residential development as detailed in the Adopted Local Plans of EHDC and HDC and the draft local plan of EFDC.



# SCHEDULE 2

## HGGT Area



## **SCHEDULE 3**

### **SERVICES**

Core on-going Services required to ensure that the Accountable Body can provide the required due diligence in providing financial and legal oversight to the Partnership

#### **Democratic Services**

Publishing Agendas and minutes

#### **Legal Services**

Support on all matters relating to contracting, report comment and supporting meetings of the Joint Committee as required including Joint Committee specific advice to the Accountable Body

#### **People Services**

Support on all HR matter relating to recruitment and management of the HGGT Delivery Team and the HGGT Director

Support for Learning & Development and retention of the HGGT Delivery Team and the HGGT Director

#### **Technology Services**

Core Service including annual licences for Microsoft, Oracle plus a data consumption allowance

Provision of Laptop, mobile phone (if required as agreed by HGGT Director) licences and set up of new users

Service support as part of Core Service

#### **Finance Services**

Budget Holder Support, including support for in-year forecasting and budget preparation  
Preparation of budget and forecast summaries to support reporting to the Board on a quarterly basis

Preparation of the annual accounts of the partnership and support the Audit of the Accounts

Financial advice to the Partnership; Review and comment on the Board papers; provide briefings for the Section 151 officer and the Accountable Body representative

Treasury Management

#### **Internal Audit**

Annual Audit of Governance and Funding arrangements of the Partnership

#### **External Audit**

Audit of the Partnership Accounts if required

#### **Insurance**

No specific insurance required but HGGT employees covered under Accountable Body arrangements

## **SCHEDULE 4**

### **ANNUAL CHARGES**

Costs based on typical on-going service requirements set out above

<b>Service</b>	<b>Primary Role</b>	<b>Cost</b>	<b>Comments</b>
<b>Democratic Services</b>	Democratic Services Manager	£652	Support for publishing Agendas & minutes and attending four (4) meetings in person per year
<b>Legal Services</b>	Supervising Associate	£1 538	Support for four meetings per annum
<b>People Services</b>	People Business Partner	£954	Support for quarterly meetings per annum
<b>Technology Services</b>	Technology Services	£1 361	Excludes costs of licences
<b>Finance Services</b>	Finance Business Partner with oversight from Senior Finance Business Partner as required	£7 224	Support for monthly meetings with HGGT Director and adhoc advice
<b>Internal Audit Services</b>	Senior Auditor	£ 560	
<b>External Audit Services</b>	External procurement	tba	To be agreed when/if required for capital fund monitoring
<b>Insurance</b>	Accountable Body existing arrangements will cover	Nil	
<b>TOTAL</b>		<b>£12,289</b>	

## **SCHEDULE 5**

### **EXIT PROVISIONS**

1. In the event of any one or more Partner Authority giving notice to withdraw from the Joint Committee pursuant to paragraph 5.3 of the Joint Committee Terms of Reference then:
  - a. the Joint Committee shall (unless an earlier date is agreed) meet within one month of the service of any such notice of withdrawal for the purpose of preparing an implementation plan for the withdrawal;
  - b. the Partner Authorities shall each act reasonably in co-operating with each other and facilitate the disaggregation of the Joint Committee in such a manner (including entering into any transitional arrangements) so as to:
    - i. cause the least disruption;
    - ii. agree arrangements for the transfer of staff and avoid redundancies wherever possible;
    - iii. facilitate the transfer of data and records; and
    - iv. mitigate costs so far as practicable.
2. Save as mentioned in paragraph 3:
  - a. the Partner Authority giving notice of withdrawal from the Joint Committee (or if there is more than one such Partner Authority then each of them in equal shares) shall bear all costs arising out of or in connection with such withdrawal and shall indemnify the remaining Partner Authorities against all costs and expenses incurred or to be incurred by them arising out of or in connection with that withdrawal including (without prejudice to the generality of the foregoing):
    - i. costs of redundancy or re-deployment of any staff;
    - ii. termination of any lease or licence for the occupation of any premises or use of any equipment including ICT hardware or software agreements (all such matters to be at the discretion of the Partner Authorities other than those that have given notice to withdraw from the Joint Committee);
    - iii. procurement of any alternative accommodation or relocation of any services or staff; procurement implementation or reconfiguration of any equipment, ICT hardware or software reasonably required for the provision of the on-going shared service by the remaining Partner Authorities;
    - iv. preparation, disaggregation and transfer of any data and records;
    - v. staff costs and administrative overheads in connection with any of the above.

- b. The Partner Authority giving notice of withdrawal (or if there is more than one such Partner Authority then each of them) shall be liable for the costs set out in paragraph 2(a) as if they had not given notice of termination until the later of three years after the date of its withdrawal from the Joint Committee.
  - c. If the Accountable Body ceases to be Accountable Body but remains a Partner Authority, then the provisions paragraphs 2(a) and 2(b) shall not apply unless and until that party withdraws as a Partner Authority.
3. In the event that:
- a. all the Partner Authorities agree to discontinue the Joint Committee; or
  - b. one or more Partner Authorities have given notice of withdrawal pursuant to paragraph 5.3 of the Joint Committee Terms of Reference and there are not at least two Partner Authorities wishing to continue with the provision of the Joint Committee,
- then the Partner Authorities shall cooperate to close the Joint Committee and:
- c. all costs as mentioned in paragraph 2 above shall be deemed to be costs of the Joint Committee and apportioned equally amongst all the Partner Authorities; and
  - d. the Partner Authorities shall seek to agree how any Assets held by the Accountable Body at the date of termination of this Agreement should be distributed between them.

## **SCHEDULE 6**

### **CONSEQUENCES OF TERMINATION**

Upon termination of this Agreement howsoever caused and for whatever reason:

1. All amounts due under this Agreement to the Accountable Body (in its role as Accountable Body) including amounts which have accrued but have not yet been invoiced by the Accountable Body shall become immediately due and payable by the relevant Partner Authorities.
2. The Accountable Body shall repay to the relevant Partner Authorities any Charges paid by such Partner Authorities in respect of Services not received at the date of termination.
3. The Partner Authorities shall have no claim against Accountable Body for compensation for loss of profit, loss of goodwill or any similar loss.
4. Any access to a Partner Authority's IT systems by any other Partner Authority shall cease immediately and each Partner Authority shall return any equipment, materials or property belonging to any other Partner Authority as soon as practically possible and in any event within one month from the date of termination unless the parties agree otherwise.
5. Any right or licence by the Accountable Body to the Joint Committee or the Partner Authorities to use the Accountable Body's Intellectual Property shall cease to have effect unless the parties agree otherwise.
6. Each Partner Authority shall return any Accountable Body equipment within a reasonable time, and in any event within one month from the date of termination, unless the parties agree otherwise.
7. Subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination, no Partner Authority shall have any further obligation to the other Partner Authorities under this Agreement.

**SCHEDULE 7**

**NOT USED**



## SCHEDULE 8

### DATA SHARING SCHEDULE

**(1) Background**

The Partner Authorities have determined that they are Joint Controllers in relation to the Shared Personal Data and accordingly this Data Sharing Schedule sets out the arrangements between them for the purposes of the Data Protection Legislation. The parties agree to share and use Personal Data with each other within the UK for the Agreed Purposes on the terms set out in the Agreement and this Data Sharing Schedule.

**(2) Agreed terms**

**1 INTERPRETATION**

The following definitions and rules of interpretation apply in this Data Sharing Schedule.

<b>“Agreed Purposes”</b>	has the meaning given to it in paragraph 2 of this Data Sharing Schedule.
<b>"Business Day"</b>	a day other than a Saturday, Sunday or public holiday in England when banks are open for business.
<b>"Commencement Date"</b>	has the meaning given at the beginning of the Agreement.
<b>"Criminal Offence Data"</b>	means Personal Data relating to criminal convictions and offences or related security measures to be read in accordance with section 11(2) of the DPA 2018.
<b>"Data Protection Legislation"</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 and any successor legislation.
<b>“EIR”</b>	the Environmental Information Regulations 2004, as amended from time to time.
<b>“GDPR/UK GDPR”</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act.



2018.

<b>“FOIA”</b>	the Freedom of Information Act 2000, as amended from time to time.
<b>“ICO”</b>	means the Information Commissioner’s Office or any replacement or successor supervisory body within the United Kingdom.
<b>“Personal Data Breach”</b>	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.
<b>“Public Authority”</b>	shall have the meaning as set out in section 7 of the Data Protection Act 2018.
<b>“Shared Personal Data”</b>	the Personal Data to be shared between the parties under paragraph 3 of this Data Sharing Schedule.
<b>“Special Category Personal Data”</b>	the categories of Personal Data set out in Article 9(1) of the UK GDPR.
<b>“Subject Access Request”</b>	the exercise by a data subject of his or her rights under Article 15 of the UK GDPR and the DPA 2018.
<b>“Term”</b>	the timeframe from the Commencement Date up until the Agreed Purposes have been fulfilled.

- 1.1 Controller, Joint Controllers, Processor, Data Subject, Personal Data, Processing, and appropriate technical and organisational measures shall have the meanings given to them in the Data Protection Legislation.
- 1.2 Paragraph headings shall not affect the interpretation of this Data Sharing Schedule.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.5 A reference to writing or written includes email but not fax.

## 2 PURPOSE

2.1 This Data Sharing Schedule sets out the framework for the sharing of Personal Data when a Partner Authority (the “**Data Discloser**”) discloses Personal Data to the other Joint Controllers (the “**Data Receiver(s)**”). It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.

2.2 Each Partner Authority is a Public Authority and considers this data sharing initiative necessary to progress the Harlow and Gilston Garden Town Project which will benefit the local population of East Hertfordshire through the creation of new accommodation, schools, employment as well as improved infrastructure and town centre enhancement and regeneration.

2.3 The Partner Authorities agree to only process Shared Personal Data, for the following purposes and by the following means:

2.3.1 To facilitate public and organisational consultations and newsletters / updates / HGGT Communications. To allow FOI requests relevant to HGGT to be enacted. To allow data collected on behalf of HGGT to be enacted. To facilitate public and organisational consultations and newsletters / updates / HGGT Communications. To allow FOI requests relevant to HGGT to be enacted. To allow data collected on behalf of HGGT to be accessed and used by all Partner Authorities. To allow Health and Safety obligations to staff working on the HGGT project to be met.

2.3.2 Sharing data would be electronic, via emails with spreadsheets, Word documents and databases via phone calls or in person / via hard copy. Shared electronic filing systems may also be developed.

The Partner Authorities shall not process Shared Personal Data in a way that is incompatible with the purposes described in this paragraph.

2.4 Notwithstanding paragraph 2.3, if and to the extent that the Partner Authorities determine in respect of any Processing of Personal Data that the relationship between them is not one of Joint Controllers because it is between Controllers, or between Controllers and Processors, then they will cooperate in agreeing and documenting appropriate arrangements for that other relationship or those other relationships

## 3 SHARED PERSONAL DATA

3.1 The following types of Personal Data will be shared between the Partner Authorities during the Term of the Agreement:

3.1.1 employee contact details from each of the parties;

3.1.2 complainants and other individuals in relation to a complaint or query;

- 3.1.3 job applicants and their current and former staff and volunteers; and referee contact details
- 3.1.4 contractors and other professionals appointed to assist with the Agreed Purposes; and
- 3.1.5 visitors to their websites.
- 3.1.6 Consultation responses with the public carried out by or relating to the HGGT project including surveys of individuals or businesses or monitoring of services
- 3.2 Special Category Personal Data and Criminal Offence Data will not be shared between the Partner Authorities for the Agreed Purposes.
- 3.3 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

#### **4 LAWFUL, FAIR AND TRANSPARENT PROCESSING; JOINT CONTROLLER RESPONSIBILITIES**

- 4.1 Each Partner Authority shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with paragraph 4.3 during the Term of the Agreement.
- 4.2 Each Partner Authority shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one Partner Authority shall, if not remedied within 30 days of written notice from one or more Partner Authorities, give grounds to that Partner Authority to terminate its participation in this Data Sharing Schedule with immediate effect.
- 4.3 Each Partner Authority shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data.
- 4.4 The Data Discloser shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by Article 13 of the GDPR including if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer
- 4.5 The Data Receivers undertake to inform the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by Article 14 of the GDPR including if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer.
- 4.6 Each Partner Authority shall comply with its obligations under Article 26 of the GDPR and shall make available to Data Subjects the essence of the arrangements

contemplated by this Data Sharing Schedule, acknowledge that Data Subjects may exercise their rights under the GDPR in respect of and against each and agree to provide to each other party such cooperation as may reasonably be required to assist that other party in compliance with its obligations under Article 26 of the GDPR.

## **5 DATA SUBJECTS' RIGHTS**

- 5.1 The Partner Authorities each agree to provide such assistance as is reasonably required to enable the other parties to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.
- 5.2 Each Partner Authority is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
- 5.3 Notwithstanding the foregoing, each Partner Authority acknowledges and accepts that each other party is subject to the requirements of the FOIA and EIR and shall assist and cooperate with the other Partner Authorities to facilitate any required disclosure under the FOIA and EIR and UK GDPR.

## **6 DATA RETENTION AND DELETION**

- 6.1 The Data Receivers shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.
- 6.2 Notwithstanding paragraph 6.1, the Partner Authorities shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable to local authorities.
- 6.3 The Data Receiver shall ensure that any Shared Personal Data are returned to the Data Discloser or destroyed on termination or expiry of the Agreement, termination of the Data Discloser's participation in the provision of this Data Sharing Schedule, or once processing of the Shared Personal Data is no longer necessary for the Agreed Purposes.
- 6.4 Following the deletion of Shared Personal Data in accordance with paragraph 6.3, the Data Receivers shall notify the Data Discloser that the Shared Personal Data in question has been deleted.

## **7 INTERNATIONAL DATA TRANSFERS**

The Partner Authorities shall not make a transfer of Personal Data outside the EEA.

## **8 SECURITY AND TRAINING**

- 8.1 The Partner Authorities shall only provide the Shared Personal Data to the other Partner Authorities by methods that afford the proper protection and privacy to the Shared Personal Data.
- 8.2 The Partner Authorities each undertake to have in place (and to regularly review and update) throughout the Term appropriate technical and organisational security measures, taking into account the cost of implementation and the state of the technological development, to:
- 8.2.1 prevent unauthorised or unlawful processing of the Shared Personal Data and the accidental loss or destruction of, or damage to, the Shared Personal Data; and
- 8.2.2 ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and the nature of the Shared Personal Data to be protected.
- 8.3 Each Partner Authority shall ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with this paragraph and any other applicable data protection laws.

## **9 PERSONAL DATA BREACHES AND REPORTING PROCEDURES**

- 9.1 Each Partner Authority shall comply with its obligation to report a Personal Data Breach to the ICO and (where applicable) data subjects under Article 33 of the GDPR and shall each inform the other parties of any Personal Data Breach irrespective of whether there is a requirement to notify the ICO or data subject(s).
- 9.2 The Partner Authorities each agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

## **10 REVIEW AND TERMINATION OF DATA SHARING SCHEDULE**

- 10.1 The Partner Authorities shall review the effectiveness of this Data Sharing Schedule regularly and on the addition and removal of a party, having consideration to the aims and purposes set out in paragraph 2. The Partner Authorities shall continue, amend or terminate the Data Sharing Schedule depending on the outcome of this review.
- 10.2 Each Partner Authority reserves its rights to inspect any other Partner Authority's arrangements for the processing of Shared Personal Data and to terminate the Partner Authority's participation in the Data Sharing Schedule where it considers that another Partner Authority is not processing the Shared Personal Data in accordance with this Data Sharing Schedule.
- 10.3 In the event that any Partner Authority terminates its participation, or has its participation terminated, in this Data Sharing Schedule, its obligations under the Agreement (with the exception of this Schedule 8) shall continue unaffected.

## **11 RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE ICO**

- 11.1 In the event of a dispute or claim brought by a data subject or the ICO concerning the processing of Shared Personal Data against any or all of the Partner Authorities, the Partner Authorities will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 11.2 The Partner Authorities agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the ICO. If they do participate in the proceedings, the Partner Authorities may elect to do so remotely (such as by telephone or other electronic means). The Partner Authorities also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 11.3 Each Partner Authority shall abide by a decision of a competent court of the Data Discloser's country of establishment or of the ICO.

## **12 WARRANTIES**

- 12.1 Each Partner Authority warrants and undertakes that it will:
- 12.1.1 Process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations;
  - 12.1.2 make available on request to the Data Subjects who are third party beneficiaries a copy of this Data Sharing Schedule, unless the Data Sharing Schedule contains confidential information;
  - 12.1.3 respond within five (5) working days and as far as reasonably possible to enquiries from the ICO in relation to the Shared Personal Data;
  - 12.1.4 respond to Subject Access Requests in accordance with the Data Protection Legislation;
  - 12.1.5 where applicable, maintain registration and/or pay the appropriate fees with all ICO to process all Shared Personal Data for and by the Agreed Purpose; and
  - 12.1.6 take all appropriate steps to ensure compliance with the security measures set out in paragraph 8 above.
- 12.2 The Partner Authorities warrant and undertake that it (when acting as a Data Discloser) is entitled to provide the Shared Personal Data to the Data Receivers and it will ensure that the Shared Personal Data is accurate and will continually monitor and update the Shared Personal Data where necessary.
- 12.3 Except as expressly stated in this Data Sharing Schedule, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

### 13 INDEMNITY

Each Partner Authority shall indemnify the others (to the extent and proportion that each indemnified party is not at fault) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct and reasonably foreseeable indirect or consequential losses, and all interest, penalties and legal costs and all other reasonable and properly professional costs and expenses) suffered or incurred by the indemnified party arising out of the breach of the Data Protection Legislation or this Data Sharing Schedule by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

## SCHEDULE 9

### MEMORANDUM OF UNDERSTANDING

### MEMORANDUM OF UNDERSTANDING

relating to

### THE HARLOW & GILSTON GARDEN TOWN ROLLING INFRASTRUCTURE FUND

#### PARTIES

- (1) EAST HERTFORDSHIRE DISTRICT COUNCIL
- (2) EPPING FOREST DISTRICT COUNCIL
- (3) ESSEX COUNTY COUNCIL
- (4) HARLOW DISTRICT COUNCIL
- (5) HERTFORDSHIRE COUNTY COUNCIL

each a “**Council**”, and together “**the Councils**”.

#### INTRODUCTION

- A The Councils are collaborating to facilitate the delivery of the Harlow and Gilston Garden Town (“**Garden Town**”).
- B HCC, on behalf of all the Councils, successfully submitted a bid to the Ministry for Homes, Communities and Local Government (acting through Homes England) for approximately £171 million funding of the Housing Investment Grant to forward fund infrastructure in the Garden Town area. HCC subsequently entered into the Grant Determination Agreement in respect of the funding.
- C In the Grant Determination Agreement, HCC committed to the establishment of a Rolling Infrastructure Fund (“**RIF**”), through which the HIG Funding would be recovered from developers and made available for forward funding of and completing the wider Garden Town sustainable transport corridor network and



other infrastructure in the Garden Town area; where possible that funding would also be recycled, creating a rolling basis for infrastructure investment.

- D The Councils are entering into this Memorandum of Understanding (“**Memorandum**”) to record and set out the basis on which they will collaborate with each other to establish and operate the RIF.
- E The Councils acknowledge that the arrangements described in this Memorandum will require development over time, to reflect both changing circumstances and the further detail the parties will need to agree in due course in respect of operation and governance of the RIF. Any such development will be subject to agreement of all the Councils.

## 1. DEFINITIONS

In this Memorandum, the following terms shall have the meanings given below:

“Agreed Proportions”	has the meaning given in paragraph 5.2
“CIL”	means a community infrastructure levy or similar
“District Councils”	means, together, East Hertfordshire District Council, Epping Forest District Council and Harlow District Council (and “District Council” means each of them)
“Garden Town Board”	means the board established by the Councils, and including a representative from each Council, to promote and facilitate cooperative working to oversee delivery of the Garden Town
“Garden Town Development”	means a development or proposed development within the area of the Garden Town for which a planning application is (or has been) submitted
“Grant Determination Agreement”	means the agreement dated 31 March 2021 and entered into between HCC and Homes England relating to provision of the HIG Funding
“HCC”	means Hertfordshire County Council
“HIG Bid”	means the bid for the HIG Funding, as referred to in paragraph B of the Introduction to this Memorandum
“HIG Funding”	means the funding made available or to be made available to HCC by Homes England under the Grant Determination Agreement secured by the Councils from the Housing Investment Grant towards the Initial Projects, which as at the date of this Memorandum is expected to be in the region of £171 million

“Infrastructure Delivery Plan”	means the infrastructure delivery plan developed jointly by the Councils in relation to Garden Town infrastructure, as updated from time to time
“Initial Projects”	has the meaning given in paragraph 4.1
“Section 106 Obligations”	means planning obligations imposed by a Council under section 106 of the Town and Country Planning Act 1990
“STC”	means the Sustainable Transport Corridor network intended to be created at the Garden Town

## **2. ESTABLISHMENT OF THE ROLLING INFRASTRUCTURE FUND**

- 2.1 Each Council agrees to the establishment of the RIF.
- 2.2 Each Council agrees that the RIF will be built from payments secured by the Councils from developers of Garden Town Developments in contribution to the cost of the STC and other Garden Town infrastructure, in accordance with this Memorandum. The first such payments will arise in respect of the Initial Projects, which will be unlocked by the HIG Funding.
- 2.3 For practical reasons, the RIF will not initially be held by a single entity. Each Council that receives relevant payments from developers will hold those sums as a separately-identifiable interest-bearing fund. The aggregate of all such funds will constitute the RIF.
- 2.4 The Councils acknowledge that they will seek, over time, to put governance arrangements in place that will allow these disparate funds to be brought together and held and managed by a single entity for the benefit of and on behalf of the Councils. Development of such arrangements will form part of the ongoing review of the RIF to which paragraph 9 refers. This Memorandum does not commit any Council to this arrangement which shall be subject to a separate decision.

## **3. ROLLING INFRASTRUCTURE FUND GOVERNANCE**

- 3.1 If any decision is required in relation to the RIF (in particular in relation to expenditure from the RIF) which impacts a Council, such Council shall follow its own decision making process to determine the decision to be taken. The Garden Town Board may make a non-binding recommendation to such Council(s). Such Council(s) shall consult with the remaining parties to this Memorandum prior to taking such decision to the extent that such decision impacts on the recovery of the HIG Funding.
- 3.2 Any amendment to the terms of this Memorandum will require the unanimous approval of all five Councils.
- 3.3 Any decisions taken in respect of the RIF shall take due account of any relevant provisions of the Grant Determination Agreement and the Delivery Agreements.

#### 4. INITIAL PROJECTS – FORWARD FUNDING

4.1 In accordance with the Grant Determination Agreement and subsequent discussions, the HIG Funding will be used to fund delivery of the following projects:

4.1.1 the expansion of Central Crossing (5th Avenue) to extend the STC between the Gilston Area and Harlow Town Railway Station and Burnt Mill Roundabout;

4.1.2 the Eastern Stort River Crossing, comprising:

(a) realignment of the Eastwick Road and new junction allowing access to Terlings Park and Pye Corner;

(b) Pye Corner bypass including junction between north-south section and east-west section;

(c) remainder of Eastern Crossing including River Way Bridge;

(Note: It is proposed that funding is provided for the Eastern Stort Crossing both directly and indirectly, through being made available to the relevant developer to fund on-site works within the Gilston Area thereby allowing the developer to prioritise development cash flow for the completion of delivery of the Crossing works. This has been agreed due to the time constraints of the HIG funding availability)

4.1.3 the extension of the STC from Burnt Mill Roundabout through to the Town Centre; and

4.1.4 the new Cambridge Road/River Way junction,

(together, the “**Initial Projects**”).

4.2 The Councils acknowledge that HCC has entered into the Grant Determination Agreement with Homes England and that HCC is the contracting body in respect of the HIG Funding.

4.3 The Councils further acknowledge that, in order to secure delivery of the Initial Projects, HCC has entered into delivery agreements with:

4.3.1 Places for People, pursuant to which Places for People will be obliged to deliver the projects referred to in paragraphs 4.1.1 and 4.1.2; and

4.3.2 Essex County Council, pursuant to which Essex County Council will be obliged to deliver the projects referred to in paragraphs 4.1.3 and 4.1.4,

(each a “**Delivery Agreement**”).

4.4 HCC hereby confirms its intention to draw down the HIG Funding in accordance with the Grant Determination Agreement, to pay such funding to the relevant counterparty in accordance with each Delivery Agreement, and to enforce its

rights under each Delivery Agreement to secure delivery of the relevant infrastructure.

- 4.5 In the event of any conflict between this Memorandum and either the Grant Determination Agreement or any of the Delivery Agreements, the Grant Determination Agreement or Delivery Agreement (as relevant) shall take precedence.

## 5. INITIAL PROJECTS – RECOVERY OF CONTRIBUTIONS

- 5.1 The Councils acknowledge that it is their collective intention:

- 5.1.1 to seek to recover 100% of the HIG Funding, for inclusion in the RIF;
- 5.1.2 that such amounts will be recovered from developers promoting relevant Garden Town Developments, pursuant to section 106 of the Town and Country Planning Act 1990; and
- 5.1.3 that such amounts will be recovered from developers in the Agreed Proportions.

- 5.2 The “**Agreed Proportions**” are (as applicable):

- 5.2.1 those set out in the Infrastructure Delivery Plan or other associated evidence (as updated from time to time);
- 5.2.2 those set out in any “Developer Contribution Guidance” or related policy applicable to the Garden Town that is developed and agreed by the Councils; or
- 5.2.3 (if relevant) the proportions required by the relevant District Council’s planning policy.

- 5.3 In respect of Section 106 Obligations (whether by way of bilateral agreement or unilateral undertaking) relating to a planning application for a relevant Garden Town Development, each District Council will:

- 5.3.1 use its reasonable endeavours to ensure that the Section 106 Obligations require the relevant developer to make financial contributions towards the cost of the Initial Projects in the Agreed Proportions (either directly or by reference to a separate agreement under which the developer is obliged to repay the applicable portion of the Initial HIG Funding over time);
- 5.3.2 use its reasonable endeavours to enforce the terms of such Section 106 Obligations in order to recover monies due from the developer in respect of the Initial Projects; and
- 5.3.3 retain the contributions received from developers pursuant to Section 106 Obligations (or related agreements) which form part of the RIF as separately-identifiable funds.

- 5.4 Each District Council agrees to work with the other Councils and the Garden Town legal advisers to develop standard clauses for use within section 106 agreements and undertakings in respect of the payment of contributions. To the extent such clauses are developed and agreed, each District Council agrees to use reasonable endeavours to ensure the clauses are included in relevant section 106 agreements /undertakings.
- 5.5 If a District Council, in negotiating Section 106 Obligations, considers that it would be appropriate to agree with a developer an amount lower than the Agreed Proportions (such that there would be a shortfall in payments back to the RIF), that Council shall consult with the other partner Councils and have due regard to their representations before coming to a decision. The Councils acknowledge that this should be avoided wherever possible and that the recovery of contributions for the RIF should be treated in accordance with the importance set out in the Infrastructure Delivery Plan.
- 5.6 The Councils recognise that adoption by a District Council of a CIL could affect the value of contributions sought from development and the process for agreeing how collected CIL monies are allocated and spent for the funding of infrastructure and other projects. Any Council that considers the adoption of a CIL will consult with the other partner Councils and have due regard to their representations before coming to a decision regarding the adoption of a CIL charging schedule and how collected CIL monies are allocated to the Initial Projects and subsequent projects.
- 5.7 If the existing Planning Bill introduces new Infrastructure Levy arrangements, the District Councils will work cooperatively with the other Councils to put measures in place which ensure that contributions continue to be made to the RIF in line with the principles set out in this Memorandum.
- 5.8 Without prejudice to the preceding provisions of this paragraph 5, in the event of any conflict between this Memorandum and any agreement entered into by a Council pursuant to section 106 of the Town and Country Planning Act 1990, the section 106 agreement shall take precedence.

## **6. SUBSEQUENT PROJECTS**

- 6.1 The Councils acknowledge that, at the present time, the following projects (listed in no particular order of timing or priority) have been identified in the HIG Bid as priorities for future RIF funding as set out in Schedule 1:
- 6.1.1 replacement of Central Crossing Rail Bridge (excluding such works included within the widening and subject to outcome of structural assessment indicating it as necessary and according to the timescale of that necessity);
- 6.1.2 Eastern STC between Town Centre, Enterprise Zone and East Harlow Garden Community;
- 6.1.3 Western STC between Town Centre, National Institute for Health Protection/Pinnacles and Water Lane Garden Community;

- 6.1.4 Southern STC between Town Centre and Latton Priory Garden Community; and
- 6.1.5 to the extent not covered by paragraphs 6.1.2 to 6.1.4, the Town Centre STC and any associated interchange and hub.
- 6.2 The Councils acknowledge that the STC network, where located outside of the allocated new garden community sites, is treated in the Infrastructure Delivery Plan as a single item of infrastructure (as represented by the schemes referred to in paragraph 4.1.3 and parts of those referred to in paragraphs 6.1.2 – 6.1.5). The total cost of this off-site STC infrastructure will exceed the total of the contribution provided by HIG for the STC and the amount recovered into the RIF. The Councils each agree to cooperate in an effort to close this funding gap including using reasonable endeavours to secure developer contributions for this purpose (including by way of section 106 or Community Infrastructure Levy contribution from Garden Town Developments both referred to and those not referred to in the Infrastructure Delivery Plan). The Councils agree that such Developer Contributions will be allocated to the RIF and will seek to act in accordance with paragraphs 5.3.2 and 5.3.3 in respect of the same.
- 6.3 The Councils agree to use reasonable endeavours to secure additional grant or revenue funding for the delivery of the STC network and, where appropriate, to allocate such funding to the RIF, subject always to any terms and conditions attaching to such funding.
- 6.4 The Councils commit to work together to develop an investment strategy to guide future decisions about which projects should benefit from RIF funding beyond the Initial Projects including but not necessarily exclusive to those set out in paragraphs 6.1.1 to 6.1.5. The Councils acknowledge that the projects funded by the RIF may vary from those listed in paragraphs 6.1.1 to 6.1.5.
- 6.5 The Garden Town Board will be responsible for recommending to the Councils infrastructure schemes for funding from the RIF in future. In making any recommendation the Garden Town Board will principally seek to use the RIF for measures to achieve the active and sustainable mode share targets of the Garden Town and to unlock the provision of further new homes, and will have regard to the Infrastructure Delivery Plan (as updated from time to time) and other associated evidence, the investment strategy agreed by the Councils and the amounts available in the RIF.
- 6.6 Unless otherwise agreed by all the partner Councils in any particular case, RIF funding will only be allocated to projects if arrangements are put in place for the recovery of the funding from developer contributions (or other sources) over time, in line with the principles in paragraph 5, with the aim of ensuring that the RIF is continually replenished.
- 6.7 Any proposal for expenditure from the RIF beyond the Initial Projects will require the unanimous approval of all partner Councils (unless otherwise agreed by the Councils).



## 7. FUND HOLDERS' OBLIGATIONS

- 7.1 As noted in paragraph 2.3, initially the RIF will not be held by a single entity. Each Council that receives relevant payments from developers will hold those sums as a separately-identifiable fund. The aggregate of all such funds will constitute the RIF.
- 7.2 Specifically:
- 7.2.1 in respect of the infrastructure referred to in paragraphs 4.1.1 and 4.1.2, HCC will receive and hold the payments made by the Gilston Area Villages 1-6 landowners (Places for People and/or any successors) pursuant to HIG recovery payments secured through s.106 obligations assumed by those parties associated with relevant planning consents;
  - 7.2.2 each of the District Councils and/or County Councils may receive and hold payments made in respect of section 106 obligations (or, if relevant, the Community Infrastructure Levy) in relation to the infrastructure referred to in paragraphs 4.1.1 and 4.1.2 and the STC network, which includes the infrastructure referred to in paragraphs 4.1.3 and 4.1.4, and that referred to in paragraphs 6.1.2 to 6.1.5; and
  - 7.2.3 any of the Councils may receive and hold payments made in respect of section 106 obligations (or, if relevant, the Community Infrastructure Levy) in relation to subsequent infrastructure projects funded by the RIF.
- 7.3 Each Council that receives payments from developers in relation to the Initial Projects or any subsequent projects funded by the RIF will:
- 7.3.1 retain such payments as a separately-identifiable interest-bearing fund, acknowledging that relevant funds form part of the RIF and can be used only in accordance with this Memorandum and the purpose for which they were provided;
  - 7.3.2 provide to the other Councils full transparency of all such amounts received, and all amounts held as part of the RIF at any particular time; and
  - 7.3.3 not permit any RIF monies to be expended other than in accordance with this Memorandum and the purpose for which they were provided (and if money is paid out in breach of this commitment, the relevant Council shall replenish the RIF as soon as practicable upon becoming aware of the same).
- 7.4 Any interest earned in relation to RIF monies held by any Council shall itself be considered part of the RIF and each Council shall add any such interest to the RIF monies it is holding from time to time.
- 7.5 As Contracting Authority, HCC will seek to ensure that all costs to administer the HIG programme will be met within the £171m funding envelope. In the event that HCC incurs reasonable and evidenced costs and expenses in respect of its

role as contracting body to the HIG Funding beyond the contracted completion date of 31 March 2025, HCC will in the first instance seek additional funding for administrative costs required to maintain a scaled down functional service until the Infrastructure Works as set out in Part 1 Schedule 1 of the Grant Determination Agreement have been completed. If such costs and expenses cannot be recovered via the Grant Determination Agreement (and/or the connected back-to-back agreements) HCC shall be entitled to retain an appropriate portion of any monies it receives from developers in accordance with this paragraph 7 as reimbursement for the costs and expenses it incurs as contracting body to the HIG Funding. Following an assessment of the current administrative requirements, it is anticipated that as the Works referred to above relate specifically to activities after the funded programme which ceases on 31 March 2025, they will be evaluated over a financial year and be no greater than £80,000 per annum. All requests will be fair and reasonable and supported with appropriate evidence.

- 7.6 HCC shall produce all evidence as is reasonably required by the other Councils to demonstrate the quantum and appropriateness of such retention as detailed in clause 7.5. HCC shall provide the evidence at the request of the other Councils but provided that HCC shall not be obliged to provide such evidence more than twice in any calendar year. Any evidence supplied by HCC shall be presented in accordance with generally accepted accounting standards and practice
- 7.7 Notwithstanding any other provision of this Memorandum, HCC will not be entitled to recover costs or make a claim to recover its costs from the RIF to the extent that it has already recovered them pursuant to any other sources, agreements (including but not limited to Homes England and/or the GDA) or has received or is able to apply for funding in relation to them. HCC will recover its costs from Homes England or alternative sources before seeking to recover them from the RIF; it is acknowledged and agreed that alternative sources do not include HCC's own funding.
- 7.8 In the event that any of the Councils objects to the quantum of the retention made pursuant to paragraph 7.5, such dispute shall be resolved in accordance with paragraph 12.

## 8. DURATION

- 8.1 This Memorandum shall remain in place until such time as:
- 8.1.1 the Councils agree that it should be superseded by an alternative agreement or arrangement which sets out the manner in which the RIF will be operated by the Councils; or
- 8.1.2 this Memorandum is terminated pursuant to paragraph 8.2.
- 8.2 This Memorandum may be terminated only by unanimous agreement of all five Councils. Any such agreement must specify how funds remaining in the RIF at the relevant time are to be allocated between the Councils. Such funds must be spent in accordance with the Grant Determination Agreement and section



106 of the Town and Country Planning Act 1990 on infrastructure to unlock housing developments.

## **9. REVIEW AND DEVELOPMENT OF THE RIF**

- 9.1 The Councils will request the Garden Town Board to review the terms of this Memorandum and the operation of the RIF on a six-monthly basis (or at such other frequency as the Councils may agree), and to report its findings and any recommendations to the Councils.
- 9.2 The Councils acknowledge that there is potential to develop the manner in which the RIF is governed and operated in order to improve its effectiveness as a vehicle to enable the forward funding of infrastructure delivery in the Garden Town. The Councils will work together in good faith to explore ways in which this might be achieved, including consideration of the ability to forward fund infrastructure in reliance on future developer contributions.

## **10. NO FETTER**

Nothing in this Memorandum shall fetter the discretion of any Council in the exercise of any of its statutory rights, powers, duties, discretions or functions, including in particular its role as local planning, highway or education authority.

## **11. STATUS**

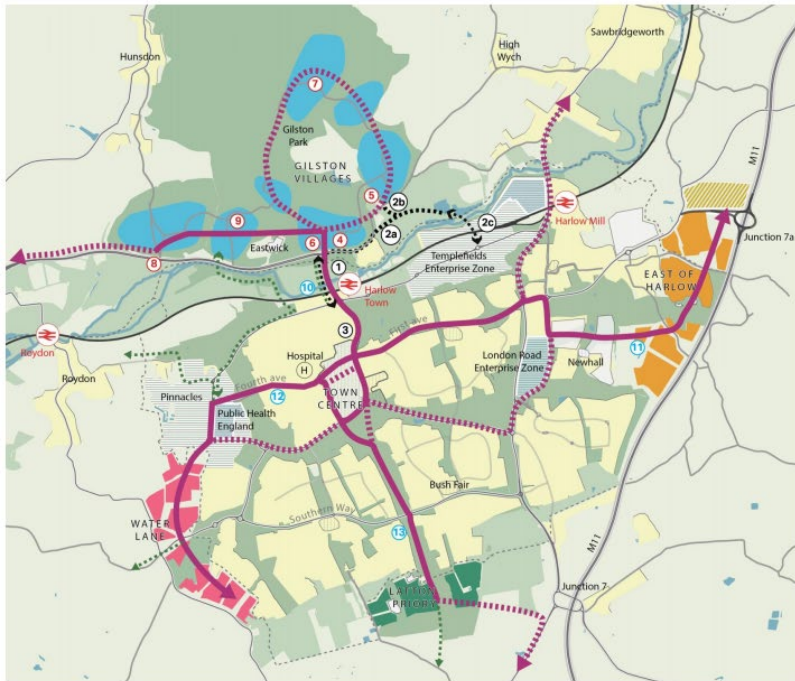
- 11.1 This Memorandum is not intended to be legally binding and no legal obligations or legal rights shall arise between the Councils as a result of this Memorandum. Each Council enters into this Memorandum intending to honour all of its commitments but shall not be bound by them.
- 11.2 No legal partnership is created or intended to be created by the terms of this Memorandum.

## **12. DISPUTE RESOLUTION**




- 12.1 Any dispute arising in relation to the quantum of the retention made pursuant to clause 7.5 ("Dispute") shall be resolved in accordance with this paragraph 12.
- 12.2 If a Dispute cannot be resolved by the Councils within 10 working days of the dispute arising, any Council can, by written notice to the other Councils, require the Dispute to be escalated. In such circumstances the Dispute will be referred to the respective Chief Executives of the Councils who shall consult in good faith in an attempt to come to an agreement in relation to the disputed matter.
- 12.3 If the Dispute is not resolved by consultation under paragraph 12.2 within 10 working days of the Dispute being escalated, any Council may invite the others to attempt to resolve the dispute through mediation. The other Councils shall act reasonably in deciding whether or not to accept such invitation. A mediator will be selected by agreement of the Councils.
- 12.4 If:

- 12.4.1 the consultation required by paragraph 12.2 has taken place and the dispute remains unresolved;
- 12.4.2 the Councils are unable to reach agreement to proceed with mediation;  
or
- 12.4.3 following such mediation the dispute remains unresolved,  
any Council may refer the matter for expert determination.
- 12.5 An expert (“Expert”) is a person appointed in accordance with paragraph 12.6 to resolve a dispute arising in relation to the quantum of the retention made pursuant to paragraph 7.5.
- 12.6 The Councils shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of their appointment.
- 12.7 If the Councils are unable to agree on the identity of the Expert or the terms of their appointment within seven days of a Council serving details of a suggested expert on the others, any Council shall be entitled to request the President of the Chartered Institute of Arbitrators to appoint an Expert with experience in determining the quantum of costs.
- 12.8 The Councils are entitled to make submissions to the Expert and will provide (or procure that the other Councils provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 12.9 The Expert shall act as an expert and not as an arbitrator. The Expert shall provide to all the Councils his written decision on the dispute, within 28 days of appointment (or such other period as the Councils may agree). The Expert’s written decision on the matters referred to them shall be final and binding on the Councils in the absence of manifest error or fraud
- 12.10 Each Council shall bear its own costs relating to the reference of the Dispute to the Expert. The Expert’s fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the Councils equally or in such other proportions as the Expert shall direct.
- 12.11 The Councils shall continue to comply with, observe and perform all their obligations hereunder regardless of the nature of the Dispute and notwithstanding the referral of the Dispute under this paragraph 12 and shall give effect forthwith to every decision of the Expert.

SCHEDULE 1 – Extract from HIG Bid - Plan indicating the infrastructure to be funded by the HIG, Developer and the RIF



1. Expansion of Central Crossing to extend Sustainable Transport Corridor (STC) between Gilston Area and Railway Station and Burnt Mill Roundabout.
2. Eastern Stort River Crossing (comprising Items 2a, 2b and 2c below)
  - 2a. Realignment of the Eastwick Road and new junction allowing access to Terlings Park and Pye Corner.
  - 2b. Pye Corner bypass including junction between north-south section and east-west section
  - 2c. Remainder of Eastern Crossing including River Way Bridge
3. Extension of STC from Burnt Mill Roundabout through the Town Centre.
4. Enhanced sustainable transport hub in Village 1.
5. Access to Gilston Area Village 2.
6. Access to Gilston Area Village 1 (north of Eastwick junction) and creation of STC link within Village 1.
7. Gilston Area STC "inner loop" connection to Villages 3, 4, 5
8. Access to Village 7.
9. Gilston Area STC "inner connection" opening up sustainable access and highway between Village 7 and Village 1.
10. Replacement of Central Crossing Rail Bridge.
11. Eastern STC between Town Centre, Enterprise Zones and Harlow East Garden Community.
12. Western STC between Town Centre, PHE/Pinnacles and Water Lane Garden Community.
13. Southern STC between Town Centre and Lutton Priory Garden Community.

-  Funded by the HIF
-  Funded by the Developers
-  Funded by rolling infrastructure fund

## SCHEDULE 10

### JOINT COMMITTEE TERMS OF REFERENCE

#### 1. The Partner Authorities:

- (1) East Hertfordshire District Council (“EHDC”)
- (2) Epping Forest District Council (“EFDC”)
- (3) Harlow District Council (“HDC”)
- (4) Essex County Council (“ECC”)
- (5) Hertfordshire County Council (“HCC”)

#### 2. Status:

- 2.1. The Partner Authorities are local authorities for the purposes of the Local Government Act 1972 and best value authorities for the purposes of the Local Government Act 1999.
- 2.2. Under section 102 (1) (b) of the Local Government Act 1972 and Regulations 10 and 11 of The Local Authorities (Arrangements for the Discharge of Functions) England Regulations 2012, local authorities may arrange for the discharge of their functions by a Joint Committee comprising members of their authorities.
- 2.3. All of the Partner Authorities have introduced Executive Arrangements under section 9EA of the Local Government Act 2000.
- 2.4. The Executives of each of the Partner Authorities have agreed to establish a Joint Committee for the purposes of section 101 of the Local Government Act 1972 to be known as the Joint Committee for the Harlow and Gilston Garden Town (the “Joint Committee”).
- 2.5. The Partner Authorities have agreed to form a Joint Committee to co-ordinate and facilitate the delivery of 16,000 homes in the HGGT by 2033, and 7,000 homes in the years after that along with associated infrastructure.
- 2.6. The Joint Committee and its proceedings are bound by the provisions of Schedule 12 of the Local Government Act 1972 but shall be expected to operate in accordance with the local arrangements set out in these Terms of Reference.
- 2.7. The only functions exercisable by the Joint Committee are those set out in Appendix 3 to these Terms of Reference.
- 2.8. The Accountable Body will act as the ‘accountable body’ for the Joint Committee and any sub-committee. The Accountable Body will provide secretariat support and accountable body services to the Joint Committee and any sub-committee as set out in an Inter-Authority Agreement dated on or about the date of this Agreement.

### 3. Definitions

**Functions** means the functions exercised by the Joint Committee as set out in Appendix 3 to these Terms of Reference.

**Independent Facilitator** means a member of the HGGT Delivery team employed or contracted for the purposes of supporting the Chair and facilitating meetings of the Joint Committee.

**Inter-Authority Agreement** means this Agreement to which these Terms of Reference are a schedule to that sets out the services which the Accountable Body will deliver to the Joint Committee and the respective role and responsibilities of the Partner Authorities in respect of associated matters related to the application and allocation of the Project Funding and Recoverable Cost Funding.

**Local Plans** means the adopted local plans prepared by a local planning authority in consultation with its community and which form part of the statutory development plan.

**Reserved Decisions** has the meaning given to it in paragraph 4.6.

### 4. Joint Committee

4.1. This Agreement sets out how the Joint Committee shall operate in seeking to deliver the overarching purpose, the functions it holds, and how decisions are made and procedures are followed to ensure that the Joint Committee operates efficiently, effectively and is both transparent and accountable.

4.2. The remit of the Joint Committee is to jointly discharge the functions (“Functions”) set out in Appendix 3 to these Terms of Reference in relation to the HGGT, the exercise of which have been delegated to the Joint Committee by the Partner Authorities subject to the limitation set out in paragraph 4.6.

4.3. The purpose of the Joint Committee is to provide the unified leadership required to deliver the ambitious spatial growth proposals set out in the Local Plans of HDC, EHDC and EFDC, supported by ECC and HCC to align and maximise the opportunities for new residents and the existing residents and communities in Harlow, Epping Forest and East Hertfordshire.

4.4. The Joint Committee will oversee the vision for the HGGT in order to maximise the opportunities for new residents in the HGGT and existing residents in the surrounding area recognising that, through a collaborative approach, the Partner Authorities will be best placed to deliver their vision for the HGGT promoting healthy and sustainable growth with ambitious net zero targets.

4.5. The primary aims of the Joint Committee will be to:

- 4.5.1. develop, approve and maintain a vision for the HGGT;
- 4.5.2. develop and maintain an overview of the delivery of the vision for the HGGT;
- 4.5.3. monitor and report to the Partner Authorities on progress against the master programme of delivery;

- 4.5.4. receive information on a quarterly basis regarding programme delivery;
  - 4.5.5. have an overall view on milestones and dependencies;
  - 4.5.6. maintain oversight of the strategic risks of delivery and develop mitigations as necessary;
  - 4.5.7. develop a strategy for the RIF including monitoring the spend of payments from the RIF; and
  - 4.5.8. receive updates and reports from the Partner Authorities in respect of (but not exclusively) the areas below which are deemed critical to the success of the HGGT:
    - Modal Shift, Transport Infrastructure and Sustainable Transport Corridors
    - RIF
    - Planning Policy, Infrastructure & Developer Contributions
    - Economy & Jobs
    - Town Centre Regeneration
    - Housing
    - Communication and Community Engagement
    - Green and Blue Infrastructure
    - Stewardship
    - Programme Management.
- 4.6. Decisions which a Partner Authority is required to make in accordance with its own constitution are “Reserved Decisions” and must be referred back to the Partner Authorities for decision within such timescales as the Joint Committee may by written resolution determine or, in the absence of the same, within twelve (12) weeks. The Partner Authorities acknowledge that:
- 4.6.1. any decisions which are inconsistent with any Partner Authority’s budget and/or policy frameworks (without limitation) are Reserved Decisions;
  - 4.6.2. any decisions that result in the delegation of the transport and highways powers vested in ECC and HCC as highways authorities are Reserved Decisions;
  - 4.6.3. agreement to the strategy for the RIF is a Reserved Decision; and
  - 4.6.4. agreement by a Partner Authority to the Partner Authority Contribution is a Reserved Decision.
- 4.7. Any decision of the Joint Committee in relation to a Reserved Decision will not take effect or be deemed to take effect at any time unless and until it has been approved and ratified by all the Partner Authorities.

## 5. Term

- 5.1. The Joint Committee shall come into effect from the date upon which the Inter-Authority Agreement is signed on behalf of all Partner Authorities.
- 5.2. The Partner Authorities intend for the Joint Committee to be in place until at least 2033.
- 5.3. Subject to paragraph 5.4 an individual Partner Authority must give notice of at least twelve (12) months (or such shorter period as the parties may agree) of its intention to leave the Joint Committee and exit the terms of the Inter-Authority Agreement.



5.4. In the event that the Chair exercises his or her casting vote in a way that an individual Partner Authority disagrees with then such Partner Authority shall have the right to leave the Joint Committee and exit the terms of the Inter-Authority Agreement within three (3) months of providing notice of the same to the Chair.

## **6. Review of these Terms of Reference**

6.1. The Joint Committee is required to undertake a review of these Terms of Reference:

6.1.1. at least every five (5) years;

6.1.2. whenever a Partner Authority gives notice of withdrawal under paragraph 5.3 or paragraph 5.4; or

6.1.3. at such times as a Partner Authority may request on reasonable notice.

## **7. Executive Officer Group**

7.1. The Executive Officer Group will be chaired by the HGGT Director (or, in exceptional circumstances, the HGGT Director's deputy).

7.2. The Executive Officer Group will consist of a senior officer representative from each Partner Authority (or, in exceptional circumstances, such senior officer's deputy).

7.3. The Executive Officer Group will prepare all papers going before the Joint Committee.

7.4. The Executive Officer Group will be delivery focussed providing coordination and enabling services to the Joint Committee.

7.5. The Executive Officer Group will provide annual reports on activity to the Joint Committee.

## **8. Membership**

8.1. The Joint Committee shall consist of one elected councillor appointed by each Partner Authority in accordance with that Partner Authority's constitution. To be eligible for membership of the Joint Committee, a councillor must either be: (i) a member of the Cabinet of his/her appointing authority; or (ii) a relevant Portfolio Holder within his/her appointing authority; or (iii) an appointed deputy to either the Leader or a member of the Cabinet with relevant portfolio of his/her appointing authority.

8.2. Each Partner Authority may appoint a substitute. The substitute may attend any meeting of the Joint Committee or any of its sub-committees and may vote in place of that Partner Authority's principal member if notice that the substitute will attend and vote is given to the Secretary of the Joint Committee by the Partner Authority concerned in advance of such meeting.

- 8.3. Where a substitution notice is in effect with respect to a particular member at a particular meeting, the substitute shall be a full member of the Joint Committee for the duration of the meeting in place of the principal member.
- 8.4. Each Partner Authority may remove its appointed member and appoint a different member by giving written notice to the Secretary to the Joint Committee.
- 8.5. Each appointed member shall be entitled to remain on the Joint Committee for so long as the appointing Partner Authority so wishes.
- 8.6. Any casual vacancies will be filled as soon as reasonably practicable by the Partner Authority from which such vacancy arises giving written notice to the Secretary to the Joint Committee.

## **9. Co-Opted Members**

- 9.1. The Joint Committee may co-opt any other person whom it thinks fit to be a non-voting member of the Joint Committee. The Joint Committee may from time to time make rules as to:
  - 9.1.1. registration and declaration of interests by co-opted members; and
  - 9.1.2. standards of behaviour required to be observed by co-opted members when acting as such.

## **10. Chair, Vice-Chair and Independent Facilitator**

- 10.1. The Chair of the Joint Committee will be appointed by the members of the Joint Committee at its first meeting. The Chair of the Joint Committee shall hold that office until another member is appointed. The appointment of the Chair shall take place annually by the Joint Committee, beginning with the first annual meeting with subsequent appointments falling not later than twelve (12) months after the first annual meeting of the Joint Committee in the relevant years.
- 10.2. The Vice-Chair of the Joint Committee will be appointed from time to time by the members of the Joint Committee. The Vice-Chair of the Joint Committee shall hold that office until another member is appointed. The appointment of the Vice-Chair shall take place annually, beginning with the first annual meeting.
- 10.3. The Vice-Chair shall preside in the absence of the Chair. If there is a quorum of members present but neither the Chair nor the Vice-Chair is present at a meeting of the Joint Committee, the other members of the Joint Committee shall choose one of the members of the Joint Committee to preside at the meeting.
- 10.4. An independent facilitator may be appointed by the Joint Committee and co-opted to the Board on a three (3) year term. The Independent Facilitator will not have voting rights. The Independent Facilitator will assist in the facilitation of meetings by reviewing the draft agenda, facilitating the meetings, monitoring progress of the outcomes of the Joint Committee and working closely with the members of the Joint Committee to ensure the outcomes of the Joint Committee are met.

## **11. Secretarial**



11.1. The Accountable Body shall nominate a person to undertake the role of the Secretary of the Joint Committee. The Joint Committee shall be provided with the following secretariat support:

11.1.1. putting together of the agendas for meetings;

11.1.2. gathering of reports from the report writers;

11.1.3. publishing of the agenda(s) with the reports through the ModGov portal of the Accountable Body;

11.1.4. notifying the Democratic Services Manager of the other Partner Authorities of the link to the Joint Committee papers;

11.1.5. attendance at four (4) Joint Committee board meetings per year in person;

11.1.6. providing constitutional advice and guidance to the Joint Committee at those meetings;

11.1.7. production of actions, decisions and minutes from the Joint Committee; and

11.1.8. publication of actions, decisions and minutes from the Joint Committee on the ModGov portal of the Accountable Body.

## **12. Sub-Committees and Working Groups**

12.1. The Joint Committee may appoint such sub-committees from among its membership as it thinks will help it to enable it to fulfil its remit. The Joint Committee may delegate its responsibilities to such sub-committees. Sub-Committees may co-opt non-voting members.

12.2. The Joint Committee may set up working groups to advise it on matters within its remit. Such working groups may be formed of members or officers of the constituent Partner Authority or any other third party as the Joint Committee sees fit. Such working groups are advisory only and the Joint Committee may not delegate its responsibilities to such working groups.

## **13. Code of Conduct**

13.1. Each member of the Joint Committee and any Sub-Committee shall comply with any relevant code of conduct of their Partner Authority when acting as a member of the Joint Committee.

## **14. Notice of Business**

14.1. The Chair may direct the Secretary to the Joint Committee to call a meeting and may require any item of business to be included in the summons.

14.2. Any four (4) members of the Joint Committee may by notice in writing require the Chair to call a meeting to consider a particular item of business and if the Chair fails to do so within 20 working days of receipt of the notice then those four (4) members

may direct the Secretary to the Joint Committee to call a meeting to consider that business.

## **15. Time and Place of Meetings**

- 15.1. All meetings of the Joint Committee will take place on a date and time that the Joint Committee shall determine. It is the expectation of the Partner Authorities that most meetings will be held in the evenings.
- 15.2. All meetings of the Joint Committee will take place at the offices of Harlow District Council unless otherwise agreed by the Joint Committee.
- 15.3. The Joint Committee may, if the law permits, arrange for attendance at meetings via video conferencing. Any such attendance shall be in accordance with the law and any other requirements imposed by the Joint Committee from time to time.
- 15.4. Any Section 151 Officer or Monitoring Officer is entitled to attend all parts of all meetings of the Joint Committee or of any sub-committee appointed by the Joint Committee.

## **16. Frequency of Meetings**

- 16.1. The Joint Committee will meet at least four (4) times per year including the annual meeting.

## **17. Notice of and Summons to Meetings**

- 17.1. The Secretary to the Joint Committee will give notice to the public of the time and place of any meeting in accordance with Part VA of the Local Government Act 1972. At least five (5) clear days before a meeting, the Secretary to the Joint Committee will send a summons by email and, if a member of the Joint Committee so requests, by post to every member at their last known address. The summons will give the date, time and place of each meeting and specify the business to be transacted, and will be accompanied by such reports as are available.

## **18. Quorum**

- 18.1. The quorum of a meeting will be the 5 members who are entitled to attend and vote.
- 18.2. If there is no quorum present at the start of the meeting, the meeting may not commence. If after one (1) hour from the time specified for the start of the meeting no quorum is present, then the meeting shall stand adjourned to another time and date determined by the Secretary to the Joint Committee.

## **19. Voting**

- 19.1. Each elected member shall have one vote.
- 19.2. Co-opted members and the Independent Facilitator will not have a vote.

- 19.3. Any matter will be decided by a simple majority of those members of the Partner Authorities represented in the room at the time the question is put. In the event of equality of votes the person presiding at the meeting will be entitled to a casting vote under sections 39(1) and 44 of Schedule 12 of the Local Government Act 1972.
- 19.4. The members will agree a way of working protocol with the aim of ensuring that decisions should only be put to the vote if such decision is likely to result in at least four votes in favour. In the event of any conflict between this paragraph and paragraph 19.3 above, paragraph 19.3 will take precedence.
- 19.5. The member appointed as a substitute shall have the same voting rights as the member for whom he or she is substituting. Where notice of substitution has been given for a particular meeting, the principal member may not vote unless the notice of substitution is withdrawn before the start of the meeting.
- 19.6. The Chair will take the vote by show of hands, or if there is no dissent, by the affirmation of the meeting.
- 19.7. The minutes of the meeting shall record how a member of the Committee voted on a particular question if, at the time that the vote is taken or immediately thereafter, that member asks the Secretary to the Joint Committee or his or her representative at the meeting to record his vote.

## **20. Minutes**

- 20.1. The Secretary to the Joint Committee shall arrange for written minutes to be taken at each meeting of the Joint Committee and shall present them to the Joint Committee at its next meeting for approval as a correct record. At the next meeting of the Joint Committee, the Chair shall move that the minutes of the previous meeting be signed as a correct record. If this is agreed, the Chair of the Joint Committee shall sign the minutes.
- 20.2. Draft minutes or a summary of the decisions taken at the meeting and a note of the actions arising shall be circulated to the Joint Committee and to each Partner Authority by email no later than seven (7) working days after the date of the meeting.
- 20.3. Minutes of the meeting shall be published by the Accountable Body to the extent required by Part VA of the Local Government Act 1972.

## **21. Access for Elected Members of the Partner Authorities**

- 21.1. Any elected member of the Partner Authorities who is not a member of the Joint Committee may speak at a meeting of the Joint Committee if the Chair of the Joint Committee invites him or her to do so but an elected member of the Partner Authorities who is not a member of the Joint Committee shall not be entitled to vote at a meeting of the Joint Committee.

## **22. Public Access**



- 22.1. Meetings of the Joint Committee shall be open for members of the public to attend unless the Joint Committee determines that it is necessary to exclude members of the public in accordance with Part VA of the Local Government Act 1972 or the Joint Committee determines that it is necessary to close the meeting to the public because of a disturbance.
- 22.2. Copies of the agenda for meetings of the Joint Committee and any reports for its meetings shall be open to inspection by members of the public at the offices of the Partner Authorities with the exception of any report which the Secretary to the Joint Committee determines relates to items which in his or her opinion are likely to be considered at a time when the meeting is not to be open to the public.
- 22.3. If a member of the public interrupts proceedings, the Chair will warn the person concerned. If that person continues to interrupt, the Chair will arrange for that person to be removed from the meeting room and will suspend the meeting until the member of the public has left or been removed.
- 22.4. If there is a general disturbance in any part of the meeting room open to the public, the Chair may call for that part to be cleared.

### **23. Communications**

The Joint Committee may agree a protocol for communications.

### **24. Overview and Scrutiny**

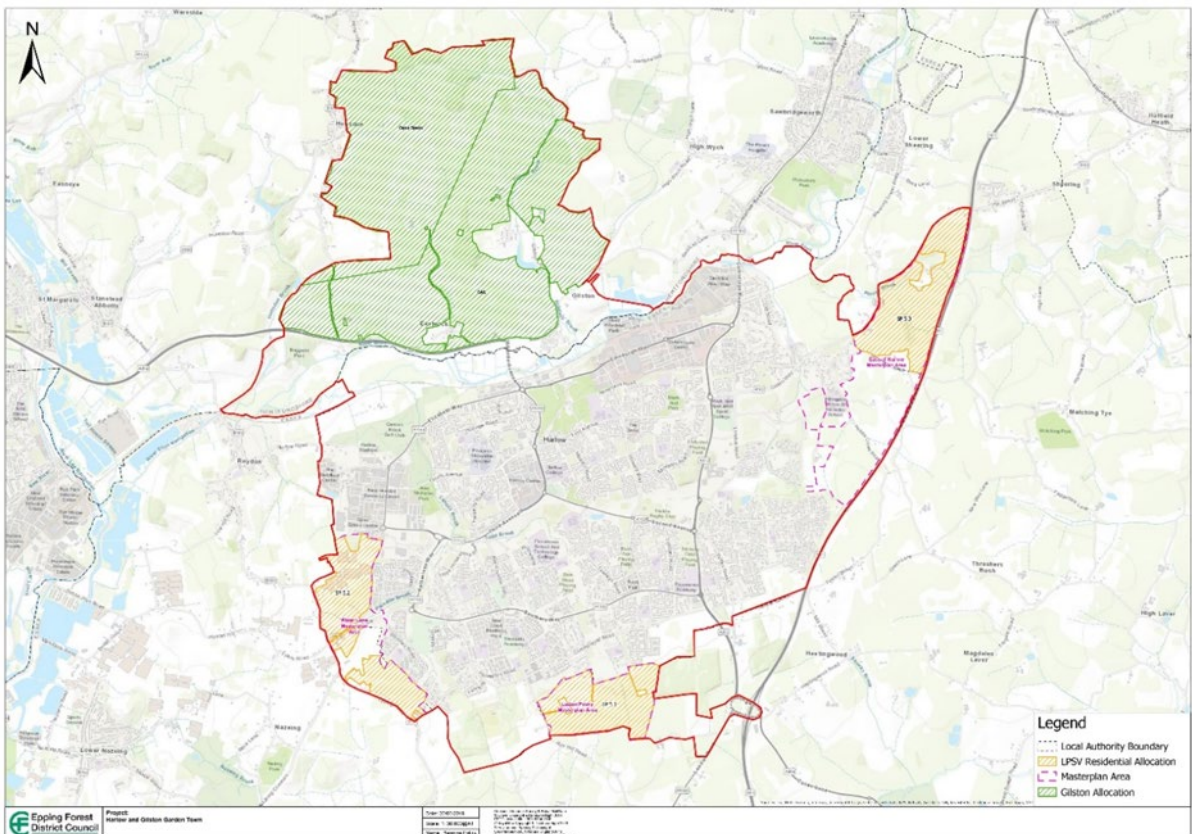
- 24.1. Each Partner Authority has overview and scrutiny committees which have the right to scrutinise the operation of the Joint Committee. The Joint Committee and the Accountable Body will co-operate with reasonable requests for information from any of the Partner Authorities' overview and scrutiny committees.
- 24.2. The Partner Authorities acknowledge that decisions of the Joint Committee shall be subject to call-in to comply with the Partner Authorities' legal duty to enable scrutiny of decisions.
- 24.3. The Partner Authorities agree that if an overview and scrutiny committee of any Partner Authority wishes to call-in a decision of the Joint Committee, it can do so subject to the normal procedures of that Partner Authority.
- 24.4. If any decision of the Joint Committee is subject to call-in by any Partner Authority:
- 24.4.1. the relevant Partner Authority shall notify the Secretary of the call-in as soon as reasonably possible;
  - 24.4.2. the Secretary shall notify all other Partner Authorities of the call-in as soon as reasonably possible; and
  - 24.4.3. the relevant Partner Authority shall notify the Secretary and each of the other Partner Authorities of the outcome of the call-in (and shall provide a copy of any report produced by the relevant overview and scrutiny committee to the Secretary and the other Partner Authorities) as soon as reasonably possible.

- 24.5. At the request of the HGGT Director, each Partner Authority and the Accountable Body shall ensure that appropriate officers attend any meeting of an overview and scrutiny committee which is considering matters falling within the remit of these Terms of Reference, regardless of which Partner Authority's overview and scrutiny committee has called-in the decision.
- 24.6. The Joint Committee will receive and consider any report or recommendations of any overview and scrutiny committee at a special meeting to be called as soon as reasonably possible after receipt of the same.
- 24.7. If the Joint Committee considers that a decision it has taken should be deemed urgent and in need of immediate implementation, the Joint Committee may recommend that each Partner Authority waive application of its call-in procedure in relation to that decision. Whether or not such a waiver is granted by a Partner Authority will be determined by the applicable rules of that Partner Authority.
- 24.8. The Joint Committee acknowledges that the Partner Authorities' audit teams and external auditors shall be entitled to access all relevant documents and records for conducting audits related to the operation of the Joint Committee.

## 25. Regulation of Business

- 25.1. Any ruling given by the Chair as to the interpretation of these Terms of Reference with respect to the regulation of proceedings at a meeting shall be final.
- 25.2. Subject to the law, the provisions of these Terms of Reference and the Inter-Authority Agreement and the terms of any contract, the Joint Committee may decide how it discharges its business.

## Appendix 1 HGGT Area





## Appendix 2

Except to the extent that such adoption is a Reserved Decision, the Joint Committee will on behalf of all Partner Authorities adopt key strategies and policies relating to the Garden Town including but not exclusively:

1. HGGT Vision
2. Economic Growth Strategy
3. Transport Strategy
4. Housing Strategy
5. Stewardship Strategy
6. Parking Strategy
7. Green and Blue Infrastructure Strategy
8. Rolling Infrastructure Fund
9. Design Guide
10. Sustainability
11. IDP refresh (bi-annual)
12. Land Assembly Strategy
13. Master plans (input and or design) for endorsement

## Appendix 3 Functions of the Joint Committee

### General Principles

Each Partner Authority will transfer the functions listed below, whether they are currently exercised by the executive or cabinet, individual members of the executive or officers within the Partner Authorities. This will include the authority to make key decisions in respect of these functions.

The functions of the Board are set out below and fall into the following categories:

**“Approve / Approval”** meaning that the Joint Committee has delegated authority from the Partner Authorities to make a decision on the matter before the Joint Committee, such decision to bind the Partner Authorities without further recourse to the Partner Authorities individually except where such matter is a Reserved Decision.

**“Recommend / Recommendation”** meaning that the Joint Committee has the remit to scrutinise, comment and make representations in relation to the matter before the Joint Committee, such as recommendations to be made to any or all of the Partner Authorities. Each Partner Authority will make its own decision as to whether to adopt such recommendation.

**“Overview and Awareness”** meaning the Joint Committee has the remit to review and consider matters, and for relevant information to be supplied in order for the Joint Committee to inform an overall Master Programme for the HGGT, identify interdependencies and risks, and make recommendations to any or all of the Partner Authorities.

**“Consultation”** meaning the Partner Authorities are added to consultation lists where other proposals, policies or plans affect the HGGT Area and that the Joint Committee consults with other Partner Authorities on HGGT matters that may affect them. Where the Joint Committee is able to be consulted and submit representations to local strategies, it might be necessary for the Partner Authorities that has prepared that document to remove their name from the response.

In accordance with the above, the Joint Committee has delegated authority to exercise the following functions:

### **HGGT Vision and Area**

1. To approve the HGGT Vision and any changes to the HGGT Vision.
2. To make recommendations to the Partner Authorities to amend the HGGT Area, being the red line boundary as set out in Appendix 1 to these Terms of Reference and to have the ability to revise it as necessary as the HGGT project progresses.

### **Funding**

3. To recommend the level of Partner Authority Contribution requested from each Partner Authority as a member of the Joint Committee to support its work.



## Programme Management

4. To approve, develop and maintain the Master Programme for delivery of the HGGT which sets out the overarching programme plan of key activities required to deliver the HGGT Vision, in particular housing and infrastructure.
5. To identify interdependencies and risks to the Master Programme along with mitigating actions to make recommendations to Partner Authorities as appropriate.
6. To make recommendations to Partner Authorities to maintain progress against the Master Programme.
7. To approve, develop and maintain a Forward Plan for all key decisions. Key decisions are any decisions of the Joint Committee which;
  - a. result in total expenditure or savings of £200,000 revenue funding or £2,000,000 capital funding;
  - b. significantly affect residents of more than 1 ward of the partner authorities.
8. No key decision will be made unless 28 days' notice of the making of the decision has been published in the forward plan unless:
  - a. the proper officer considers that giving 28 days' notice is not possible, has given notification to the chairs of the relevant overview and scrutiny committee of each of the Partner Authorities and published a notice of the intention to make the decision 5 days prior to the decision being made; or
  - b. if it is impracticable to comply with (a) above the proper officer has obtained the agreement of all five (5) Chairs of the relevant overview and scrutiny committees or, in their absence the Mayor or Chairmen of the five Partner Authorities.

In either case the proper officer must publish a notice of the reasons for the decision being made without giving 28 days' notice in the forward plan

## Rolling Infrastructure Fund (RIF)

9. Not used.
10. To develop and approve a strategy for the establishment and management of the RIF (the "RIF Strategy") including identification of the accountable body, monitoring receipts, agreeing spend, exploring commercial and investment options, and a process to forward fund infrastructure through borrowing in advance of contributions.
11. To manage and oversee the expenditure and activity from the RIF.
12. Not used
13. To allocate RIF funding to the Partner Authorities and approve the terms of such funding.
14. To implement the RIF Strategy providing leadership across the HGGT Area.
15. To ensure appropriate public expenditure controls and governance is in place to manage and control the RIF.

## **Modal Shift, Transport Infrastructure and Sustainable Transport Corridors**

16. To develop, approve and update the transport strategy relating exclusively to the HGGT Area (the “Transport Strategy”).
17. To oversee the implementation of the Transport Strategy providing leadership across the HGGT Area.
18. To be consulted on relevant strategies and policies and initiatives of the Partner Authorities in relation to transport where it affects the HGGT Area.
19. To develop and recommend an operating model for public transport that can work across Partner Authorities administrative boundaries to provide a coherent system for customers and residents.
20. To make recommendations to any or all Partner Authorities concerning any transport matters exclusively or significantly impacting the HGGT including but not limited to strategies, plans, programmes, policies or projects.
21. To develop and maintain an overarching programme plan of key activities required to deliver modal shift, including the transport infrastructure identified for the HGGT Area such as the Sustainable Transport Corridors, and making recommendations to any or all of the Partner Authorities on strategic alignment and delivery progress.
22. For clarification, nothing in the Joint Committee’s remit is intended to nor will be interpreted as overriding or amounting to a delegation of the transport, highways or flood risk powers vested in ECC and HCC as local transport authorities, highway authorities or lead local flood authorities.

## **External Funding Applications**

23. To identify and recommend to any or all of the Partner Authorities that an application be made for external funding (including grant funding) where such funding could, in the opinion of the Joint Committee, be used to support the HGGT noting that such Partner Authorities will be obliged to comply with the terms associated with such funding and take its own decision as to whether to apply for and accept such funding.

## **Planning Policy, Infrastructure and Developer Contributions**

24. To develop, approve and maintain:
  - planning strategies, plans and programmes exclusively impacting the HGGT as set out in Appendix 2 (excluding masterplans which shall be endorsed by the Joint Committee)
  - design guides
  - sustainability guidance
  - infrastructure development plans including refresh
  - S106 planning obligations guidance
  - economic growth strategies
  - housing strategies
  - excluding:
    - development plan documents
    - Supplementary Planning Documents and Supplementary Plans

- Housing Strategies adopted by Local Housing Authorities

provided that the documents, guides, strategies and guidance listed in this paragraph 22 shall not override any other documents, guides, strategies and guidance issued by any of the Partner Authorities which shall remain material considerations for each Partner Authority when exercising its planning functions.

25. To make recommendations in respect of any spatial development plan being prepared by any Partner Authorities individually.

### **Economy and Jobs**

26. To develop and approve an economic growth strategy for the HGGT Area to create inclusive and sustainable economic growth for the HGGT that focuses on economic regeneration, renewal and growth and skills in Harlow and its hinterland (the “Economic Growth Strategy”).
27. To oversee the implementation the Economic Growth Strategy providing leadership across the HGGT Area, working in partnership with the wider functional economic area as necessary to achieve the aims.
28. To be consulted on relevant strategies and policies and initiatives of the Partner Authorities in relations to economic development where it affects the HGGT Area.

### **Harlow Town Centre Regeneration**

29. To be consulted on masterplans, design briefs, development briefs, funding bids and planning applications relating to major developments in Harlow Town Centre.
30. To make recommendations to HDC in relation to the above in connection with interdependencies with the HGGT Programme.
31. To receive regular reports and not less than twice a year on the progress of the regeneration of Harlow Town Centre and provide comment on this to HDC.

### **Housing**

32. To consider and make recommendations to the Local Housing Authorities on their respective Housing Strategies.
33. To identify ways in which the development of the HGGT strategic sites can contribute to the renewal of existing neighbourhoods in Harlow and satisfy the housing need of the whole HGGT Area.

### **Green & Blue Infrastructure**

34. To develop and approve a Green and Blue Infrastructure Strategy for the HGGT Area.
35. To implement the Green and Blue Strategy providing leadership across the HGGT Area.

36. To be consulted on relevant strategies and policies and initiatives of the Partner Authorities in relations to Green and Blue Infrastructure where it affects the HGGT Area.

### **Stewardship**

37. To develop and approve a stewardship strategy for the HGGT Area to create legacy arrangements for the management of infrastructure for those communities within the HGGT (the “Stewardship Strategy”).
38. To implement the Stewardship Strategy providing leadership across the HGGT Area.
39. To be consulted on relevant strategies and policies and initiatives of the Partner Authorities in relations to stewardship where it affects the HGGT Area.

### **Community Engagement & Communications**

40. To develop, approve and maintain a Communication and Engagement Strategy for the HGGT initiative.
41. To implement the communication and engagement strategy providing leadership across the HGGT Area.
42. To receive reports on Quality of Life indicators in Harlow and the new neighbourhoods on a regular basis.

### **HGGT Vision Assurance and Role of Independent Quality Review Panel**

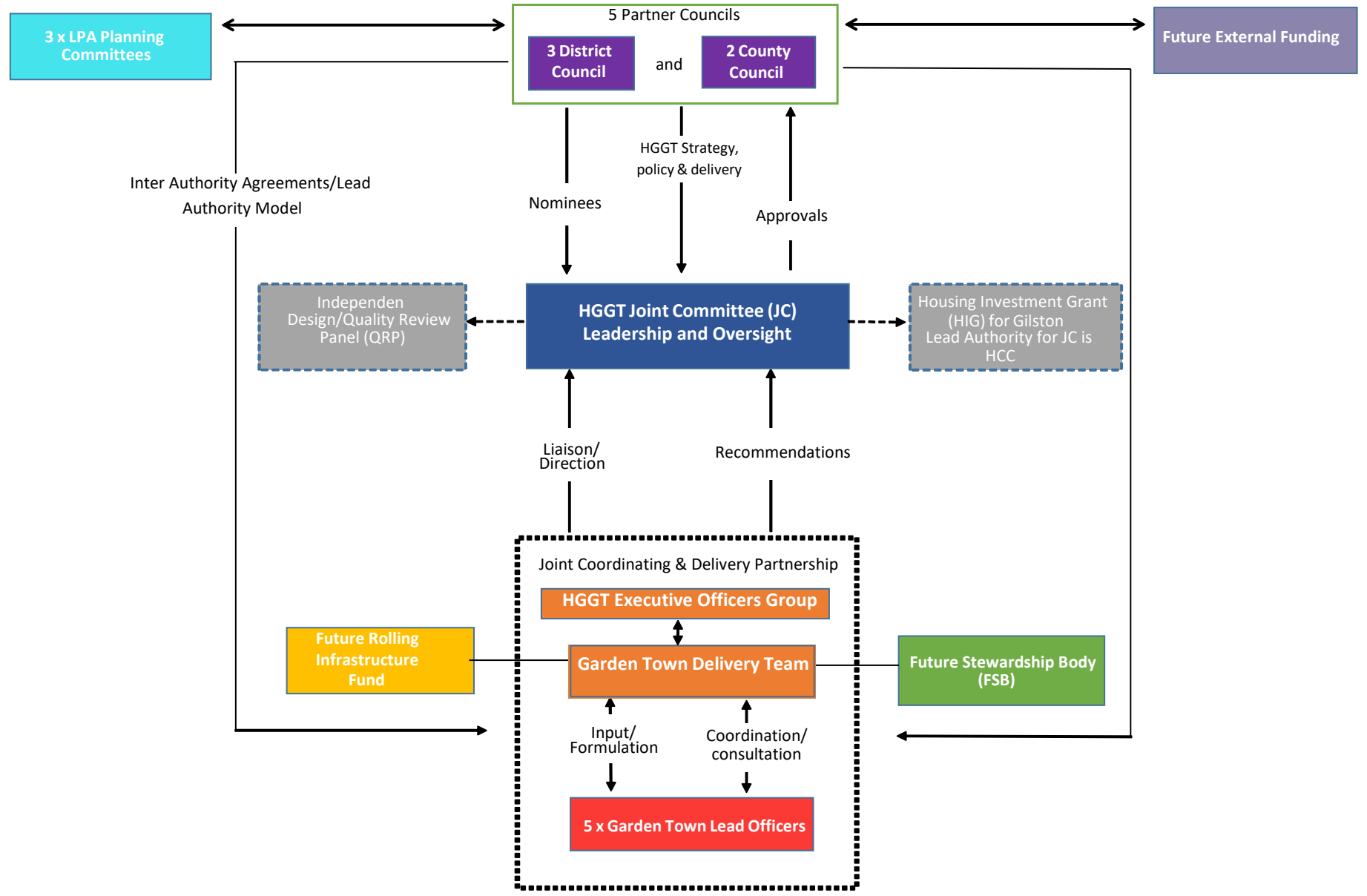
43. To establish and approve a Quality Review Panel (“QRP”) to provide independent, objective, expert advice on master planning and planning applications for development proposals across the HGGT on the agreed terms of reference which can be found via the following link: [2022 Frame Harlow-and-Gilston-QRP ToR.pdf \(hggc.co.uk\)](#).
44. To oversee the effectiveness of the QRP.
45. To receive regular updates reports on the commissioning, remit, performance and outputs of the QRP.

### **Oversight Process for Strategic Masterplans and Planning Applications in the HGGT**

46. To make recommendations to provide effective vision assurance and ensure the consistent application of the HGGT Vision, Garden Town Principles, and oversight of emerging masterplans for sites forming part of the HGGT during early formative stages.
47. The Joint Committee will:
  - a. receive and consider regular update reports as to progress and / or completion of current strategic master-planning work;

- b. receive briefings on any masterplan for the HGGT prior to any decision by the relevant Local Planning Authority that the strategic master plan can be endorsed for consultation or approved;
- c. comment and make representations to the relevant Local Planning Authority in relation to any master plans;
- d. make recommendations in respect of planning applications for strategic sites within the HGGT. The Joint Committee will be consulted by the Local Planning Authority and will provide a response to ensure that the relevant Garden Town Principles, the HGGT Vision, and any other relevant guidance are considered by the Local Planning Authority.

### SCHEDULE 11 GOVERNANCE STRUCTURE





Epping Forest  
District Council

## **Report to the Cabinet**

**Report reference:** C-028-2023/24

**Date of meeting:** 13 November 2023

**Portfolio:** Planning & Sustainability – Cllr. Bedford

**Subject:** North Weald Bassett Masterplan Allocation Site

**Responsible Officer:** Nigel Richardson (01992 564 110).

**Democratic Services Officer:** V Messenger ([democraticservices@eppingforestdc.gov.uk](mailto:democraticservices@eppingforestdc.gov.uk))

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### **Recommendations/Decisions Required:**

- (1) **To approve the draft North Weald Bassett Strategic Masterplan Framework and commencement of the public consultation for the NWB Strategic Masterplan Area allocation identified under Policy P6 in the Adopted Local Plan.**
- (2) **To note that the staged public consultation will take place over a minimum of 8 weeks from mid-November 2023 and will run through January 2024. The reason for the extended consultation period is to provide the public with the widest possible contribution and taking into account the Christmas / New Year period.**
- (3) **To note that a further update will be provided to share the results of the public consultation, any updates to the masterplan and/or framework document to reflect consultation and to endorse the masterplan, so that it can be given appropriate weight as a material planning consideration in the determination of future planning applications.**

### **Executive Summary:**

The development of the North Weald Bassett (NWB) Strategic Masterplan Framework (SMF) responds to the adopted Epping Forest District Local Plan 2011-2033 and Policy P6 'North Weald Bassett'. The NWB Masterplan Area forms one of the allocated Strategic Masterplan sites where the need for an SMF is identified. Following the requirements in policies SP2 and P6, a strategic masterplan has been developed for the allocated strategic area.

Since 2018 the land promoter Vistry (previously known as Countryside PLC) have been engaging with a number of local communities in North Weald, such as the Parish Council, the North Weald Neighbourhood Plan Steering Group, the Memorial Playing Fields Trust, St Andrews Primary School and the local community in general.

Land ownership is split between five sub allocations, but the site promoter representing an interest in largest allocation (NWB.R3 Land South of Vicarage Lane) is Vistry Group, who have progressed the development of the masterplan. Vistry and its predecessor company Countryside have been engaging with EFDC officers since 2018 in the development of the NWB SMF in accordance with the Strategic Masterplanning Briefing Note, which was agreed by the Council's Cabinet in October 2018. The Briefing Note sets out the detailed approach to SMF development to support the requirement of Policy P6 which states:

*Planning applications for sites NWB.R1, NWB.R2, NWB.R3, NWB.R4, NWB.R5 and NWB.T1 should be accompanied by a Strategic Masterplan for the North Weald Bassett Masterplan Area which demonstrates that the development requirements set out in this Policy have been accommodated and which has been endorsed by the Council. The endorsed Strategic Masterplan will be taken into account as an important material consideration in the determination of any planning applications.*

The applicants have engaged with EFDC's Implementation Team and ECC officers through masterplanning workshops and document reviews, and have been to the Quality Review Panel three times (*June 2019, August 2021, September 2023*).

There remain some outstanding topics yet to be resolved within the document, and which are not yet agreed by EFDC. It should therefore be noted that the agreement for consultation on the draft Strategic Masterplan Framework should not be taken as tacit approval of all elements within the draft document. However, officers are confident that at this stage of the Masterplanning process the Strategic Masterplan Framework fulfils the intentions of the EFDC Adopted Local Plan and Strategic Masterplanning Briefing Note (2018) in enabling meaningful public consultation, and could lead to high quality development.

### **Reasons for Proposed Decision:**

To ensure that members are kept fully up to date on the progress of Masterplans and Concept Frameworks and other major proposals being promoted within the District.

To comply with the Council's general obligations as a local planning authority and the requirements set out in national planning guidance.

### **Other Options for Action:**

N/A

### **Report:**

#### **Introduction**

1. The NWB Masterplan Area is located North of the existing North Weald Bassett village, east of the North Weald Bassett Airfield and South of Vicarage Lane and West of the A414. The site is located within the North Weald Bassett Parish and it is within the administrative area of EFDC.
2. The site is allocated as part of the adopted Epping Forest District Local Plan 2011-2033 and Policy P6 'North Weald Bassett'.
3. The masterplan area is made up of five separate site allocations which reflect separate site ownerships as follows:
  - NWB.R1/T1 Land West of Tylers Green,
  - NWB.R2 Land at Tylers Farm,
  - NWB.R3 Land South of Vicarage Lane,
  - NWB.R4 Land at Chase Farm and
  - NWB.R5 Land at The Acorns, Chase Farm
4. The largest of these sites is NWB.R3 (promoted by Vistry). NWB.T1 identifies the dual allocation of site NWB.R1 as the location identified for the traveller pitches.
5. The SMF addresses surface water flooding, the preservation or enhance the special architectural or historic interest of the Grade II Listed Buildings at Bluemans Farm/Tyler's Farmhouse and their settings, the need to upgrade/widen the existing Vicarage Lane West access in order to ensure a safe access point which has sufficient capacity for the development it serves;



6. To ensure a comprehensive and cohesive approach is taken to the planning and delivery of development and infrastructure on site, the Local Plan requires a strategic masterplan to be produced for the NWB site (and for other strategic allocations). The Strategic Masterplanning Briefing Note 2018 was agreed by the Council's Cabinet in October 2018. This document sets out the requirement for the endorsement of Strategic Masterplans and Concept Frameworks as allocated in the Adopted Local Plan. This requirement is set out in Policy SP2 Place Shaping and in the place specific policy relating to NWB (Policy P6). The strategic masterplan for North Weald Bassett needs to adhere to the place-shaping and development principles set out under Policy SP2 (place-shaping) and the site specific considerations identified.

### **Proposed Consultation**

7. The promoter is currently preparing the consultation strategy in detail with officers. The draft Strategic Masterplan Framework document consultation plan currently includes:
  - a. Pre-consultation member briefing.
  - b. Meeting with North Weald Bassett Parish Council & Neighbourhood Plan team
  - c. Online consultation portal, providing independent website and feedback gathering tool.
  - d. Council's website signposting to the consultation portal
  - e. Mailshot to 3,600 local households and community and statutory stakeholders, informing them of the consultation (and providing advice on how to take part if not digitally able) – this includes homes within both Epping Forest and North Weald Parish.
  - f. Press release by relevant authorities
  - g. Pop up exhibition panel hosted in Council building(s) with printed copy of SMF and paper copy questionnaires for completion/ collection.
  - h. Questionnaire – available on the online portal and paper copies available.
8. It is noted that the consultation period will coincide with the Christmas and New year period. It is therefore proposed that the consultation period is extended by 2 weeks (from six weeks to eight weeks) to allow appropriate time for the public to contribute comments and views.

### **Programme**

9. The programme towards the endorsement of the masterplan is as follows:
  - November 13<sup>th</sup> 2023 - Cabinet Meeting/approval for consultation
  - November 14<sup>th</sup> 2023 – January 5<sup>th</sup> 2024 – Public Consultation
  - January 5<sup>th</sup> – February 5<sup>th</sup> – Post consultation revision and finalisation of SMF
  - March 18<sup>th</sup> – EFDC Cabinet for endorsement of NWB SMF

### **Masterplanning and Engagement process**

10. During 2018-2023 several meetings and workshops (as described in the endorsed Masterplanning Briefing Note 2018) have been held between key stakeholders including EFDC, the main site promoters (Vistry) and ECC (Highway and Infrastructure).
11. The Site promoter has undertaken intensive engagement throughout the project:
  - In September 2018 the Site promoter engaged with the North Weald Neighbourhood Plan Steering Group (NPSG) to introduce the project and run a workshop to test preliminary ideas.
  - In February 2019 the Site Promoter engaged with the Parish Council and the NPSG to present in a workshop the progress in relation to spatial ideas, public transport and public space.
  - In November 2019 the Site Promoter engaged the NPSG and the governors of St Andrews Primary School to discuss matters of landscape design and the provision of educational facilities.
  - In January 2020 the Site promoter engaged with the NPSG to cover issues of traffic and highways and commuter services to Epping Tube Station.

- In 2021 the Site promoter held a meeting with the Trustees of the Queen's Hall Charity to ensure the any proposed facilities did not compete with the memorial Playing Fields and Queen's Hall but instead to compliment them.
- In the summer 2023 the land promoters carried out informal public consultation for which around 3600 leaflets were distributed to local homes. 176 official responses were received where most of the concerns where about connectivity, education, healthcare, and flooding.
- Between 2022 and 2023 the site promoters and officers from EFDC and ECC took part in the following Topic Based Meetings:
  - Urban Design Principles
  - Education facilities and needs
  - Public Transportation, movement and highways
  - Natural Environment, Green & Blue Infrastructure
  - Social Infrastructure
  - Sustainability
  - Heritage
  - Local Centre
  - Planning & Engagement Strategy
  - Housing Needs
  - Infrastructure Delivery

12. The site has previously undertaken three reviews by the QRP, the first in June 2019, with a second review in August 2021 and a third one in September 2023.
13. The Masterplan has been developed in a comprehensive manner and it includes the whole allocation area spanning across different land ownerships. The site promoters and design team have provided the council with satisfactory options to ensure that the masterplan can be delivered around this landholding.

### **Strategic Masterplan Framework**

14. The draft SMF proposed to be taken to public consultation is enclosed at Appendix 1 and is commented upon as follows:

### **Placemaking**

15. The masterplan has been developed observing EFDC's Adopted Local Plan Policy SP2 Place Shaping, where emphasis has been given to ensure generous, well connected and biodiverse rich green space provision with a sense of place/ identity. The masterplan will be well connected through a hierarchy of streets, walking paths and cycle lanes along rich green and blue infrastructure features to the local centre that will host community facilities, retail and service opportunities as well as schools and a sustainable movement hub.

### **Transport**

16. EFDC is currently working together with Essex County Council and the Land promoters of North Weald Bassett Masterplan to explore a new bus route that will connect North Weald Bassett with the school provision at Latton Priory, further connections to Harlow Town and Epping town centre and Tube station.

### **Green Infrastructure**

17. The NWB Masterplan is a landscape-led development that will provide large areas of SANG together with Blue and Green Infrastructure features that will enhance biodiversity and the natural environment following EFDC's Adopted Local Plan Policies SP2, SP5 and SP6 as well

as the EFDC Green Infrastructure Strategy which sets out SANG requirements for North Weald Bassett. The masterplan will also provide residents with a wide range of amenities ranging from a vibrant local centre provision with access to community facilities and service/retail opportunities as well as dedicated areas for play, food growing and community gardening and sports.

### **Local centre and social facilities**

18. The NWB Masterplan provides a Local Centre following EFDC's Adopted Local Plan Policy P5. The local centre and adjoining areas will provide:
- Community Centre
  - A new primary school with early years facilities
  - Community facilities including potential for a library, café, activity studios, flexible working space
  - Mobility Hub with access to EV charging points, cycle hire, cycle repair shop, car club.

### **Sustainability**

19. The NWB Masterplan will be a sustainably connected new neighbourhood with safe, direct and attractive cycle routes integrated within the network of roads, PROWS and open space which link key facilities within the site and further afield, including Epping Town and Epping Tube Station. The development of the masterplan has observed the following documents: EFDC Sustainability Guide and Checklist, EFDC Green Infrastructure Strategy. This has indicated that further work on energy, utilities and digital infrastructure needs to be provided to ensure that this is secured at masterplanning stage. Orientation and form also need to be considered at the masterplanning level in relation to solar gain, walkability, and densities, which all attribute to holistic sustainable development. Further work on the approach to Stewardship, to ensure that it is community-led.

### **Specific Site requirements**

20. The Policy specifically identifies the following requirements for the masterplan:
- i. a local centre including retail, community, and appropriate provision of health facilities.
  - ii. addressing surface water flooding.
  - iii. education provision including early years and primary school places.
  - iv. adequate levels of public open space to be provided on the site.
  - v. a Suitable Alternative Natural Greenspace, the location of which will be determined through the Strategic Masterplanning process.
  - vi. a minimum of 1,050 homes and five traveller pitches.
  - vii. preserving or enhancing the special architectural or historic interest of the Grade II Listed Buildings at Bluemans Farm/Tyler's Farmhouse and their settings.
  - viii. new and improved Public Rights of Way and cycle linkages with the surrounding area including East to West connectivity between the two Masterplan Areas.
  - ix. careful design and layout to ensure that where sensitive land uses are proposed near the intermediate High-Pressure Gas Pipeline they accord with the requirements set out in the HSE's Land Use Planning Methodology;
  - x. the need to upgrade/widen the existing Vicarage Lane West access in order to ensure a safe access point which has sufficient capacity for the development it serves.
  - xi. the continued protection of those trees benefitting from a Tree Preservation Order, and other identified Veteran Trees; and
  - xii. strengthening of the existing field boundary along the Western edge of the Strategic Masterplan Area to form the defensible boundary to the Green Belt.

## **Housing Numbers and Tenure**

21. The masterplan has a capacity for a minimum of 1,050 dwellings in line with the EFDC Adopted Local Plan. While the masterplan allows the potential for increases in this number to be explored, any increase in the site capacity at the NWB site will need to be fully assessed in terms of traffic impacts and by reference to the Habitat Assessment Regulations with regards to the potential impact on air quality Epping Forest SAC.
22. Housing tenure is stated as being targeted to be in accordance with the EFDC Adopted Local Plan with a position of 40% affordable housing sought with the right type of housing to assist the delivery of the Council Social Housing List.

## **Conclusion**

23. The development of the NWB Masterplan has been developed in consultation with officers from EFDC and ECC. In conclusion, there remain some outstanding topics yet to be resolved within the document. It should therefore be noted that the agreement for consultation on the draft Strategic Masterplan Framework should not be taken as tacit approval of all elements within the draft document. However, officers are confident that at this stage of the Masterplanning process the Strategic Masterplan Framework fulfils the intentions of the EFDC Adopted Local Plan and Strategic Masterplanning Briefing Note (2018) in enabling meaningful public consultation, and could lead to high quality development, supporting the following EFDC Adopted Local Plan strategic policies:
  - Policy SP1 – Spatial Development Strategy 2011-2033
  - Policy SP2 – Place Shaping
  - Policy SP6 – The Natural Environment, Landscape Character and Green and Blue Infrastructure
  - Policy H1 – Housing Mix and Accommodation Types
  - Policy H2 – Affordable Homes
  - Policy H4 – Traveller Site Development
  - Policy P6 – North Weald Bassett
24. Further guidance documents observed:
  - EFDC Green Infrastructure Strategy
  - EFDC Statement of Community Involvement
  - EFDC Endorsed Strategic Masterplanning Briefing Note
  - EFDC Infrastructure Delivery Plan

### **Resource Implications:**

The successful delivery of the strategic sites within Epping Forest District will require considerable commitment of officer time from EFDC. The noting of the contents of this report do not give rise to additional resource implications.

### **Legal and Governance Implications:**

The work on Strategic Masterplans has been developed in accordance with Government policy (NPPF and NPPG) and Planning Law

### **Safer, Cleaner and Greener Implications:**

The Local Plan contains a policy designed to promote the notion of making good places to live, work and visit. This will include safer by design principles, sustainable development, the provision of alternatives to the car, energy efficiency and environmental considerations as well as sustainable drainage systems and quality green infrastructure. Strategic Masterplans and Concept Framework

Plans will be the mechanism for these place-making measures to be delivered in identified Masterplan Areas.

### **Consultation / Scrutiny Undertaken:**

The Site promoter has undertaken intensive engagement throughout the project:

- In September 2018 the Site promoter engaged with the North Weald Neighbourhood Plan Steering Group (NPSG) to introduce the project and run a workshop to test preliminary ideas.
- In February 2019 the Site Promoter engaged with the Parish Council and the NPSG to present in a workshop the progress in relation to spatial ideas, public transport and public space.
- In November 2019 the Site Promoter engaged the NPSG and the governors of St Andrews Primary School to discuss matters of landscape design and the provision of educational facilities.
- In January 2020 the Site promoter engaged with the NPSG to cover issues of traffic and highways and commuter services to Epping Tube Station.
- In 2021 the Site promoter held a meeting with the Trustees of the Queen's Hall Charity to ensure the any proposed facilities did not compete with the memorial Playing Fields and Queen's Hall but instead to compliment them.
- In the summer 2023 the land promoters carried out informal public consultation for which around 3600 leaflets were distributed to local homes. 176 official responses were received where most of the concerns were about connectivity, education, healthcare, and flooding.
- Between 2022 and 2023 the site promoters and officers from EFDC and ECC took part in the following Topic Based Meetings:
  - Urban Design Principles
  - Education facilities and needs
  - Public Transportation, movement and highways
  - Natural Environment, Green & Blue Infrastructure
  - Social Infrastructure
  - Sustainability
  - Heritage
  - Local Centre
  - Planning & Engagement Strategy
  - Housing Needs
  - Infrastructure Delivery

The site has previously undertaken three reviews by the QRP, the first in June 2019, with a second review in August 2021 and a third one in September 2023.

### **Background Papers:**

N/A

### **Risk Management:**

If the Council was not to take a pro-active stance on the delivery of Masterplans and major applications arising from the Local Plan, there is a real risk of development occurring of a type that does not extract maximum value for the provision of social infrastructure and poor quality development may occur.

## Equality:

### Equality Impact Assessment

1. Under s.149 of the Equality Act 2010, when making decisions, Epping District Council must have regard to the Public Sector Equality Duty, ie have due regard to:
  - eliminating unlawful discrimination, harassment and victimisation, and other conduct prohibited by the Act,
  - advancing equality of opportunity between people who share a protected characteristic and those who do not,
  - fostering good relations between people who share a protected characteristic and those who do not, including tackling prejudice and promoting understanding.
2. The characteristics protected by the Equality Act are:
  - age
  - disability
  - gender
  - gender reassignment
  - marriage/civil partnership
  - pregnancy/maternity
  - race
  - religion/belief
  - sexual orientation.
3. In addition to the above protected characteristics you should consider the cross-cutting elements of the proposed policy, namely the social, economic and environmental impact (including rurality) as part of this assessment. These cross-cutting elements are not a characteristic protected by law but are regarded as good practice to include.
4. The Equality Impact Assessment (EqIA) document should be used as a tool to test and analyse the nature and impact of either what we do or are planning to do in the future. It can be used flexibly for reviewing existing arrangements but in particular should enable identification where further consultation, engagement and data is required.
5. Use the questions in this document to record your findings. This should include the nature and extent of the impact on those likely to be affected by the proposed policy or change.
6. Where this EqIA relates to a continuing project, it must be reviewed and updated at each stage of the decision.
7. **All Cabinet, Council, and Portfolio Holder reports must be accompanied by an EqIA.** An EqIA should also be completed/reviewed at key stages of projects.
8. To assist you in completing this report, please ensure you read the guidance notes in the Equality Analysis Toolkit and refer to the following Factsheets:
  - Factsheet 1: Equality Profile of the Epping Forest District
  - Factsheet 2: Sources of information about equality protected characteristics

- Factsheet 3: Glossary of equality related terms
- Factsheet 4: Common misunderstandings about the Equality Duty
- Factsheet 5: Frequently asked questions
- Factsheet 6: Reporting equality analysis to a committee or other decision making body

<b>Section 1: Identifying details</b>
Your function, service area and team: Planning Service
If you are submitting this EqIA on behalf of another function, service area or team, specify the originating function, service area or team: N/A
Title of policy or decision: Progress of Strategic Masterplans & Planning Performance Agreements
Officer completing the EqIA: Rick Schunemann Email: rschunemann@eppingforestdc.gov.uk
Date of completing the assessment: 26/09/2023

<b>Section 2: Policy to be analysed</b>	
2.1	Is this a new policy (or decision) or a change to an existing policy, practice or project? No
2.2	Describe the main aims, objectives and purpose of the policy (or decision): The report is to seek approval from cabinet members to take the North Weald Bassett Strategic Masterplan Framework for official 8 week public consultation.  What outcome(s) are you hoping to achieve (ie decommissioning or commissioning a service)? To brief members of the masterplanning process for the North Weald Bassett strategic allocation and to gain approval to go to official 8-week public consultation.
2.3	Does or will the policy or decision affect: <ul style="list-style-type: none"> <li>• service users</li> <li>• employees</li> <li>• the wider community or groups of people, particularly where there are areas of known inequalities?</li> </ul> Not directly but supports the development identified within the Adopted Local Plan

	Will the policy or decision influence how organisations operate? No
2.4	Will the policy or decision involve substantial changes in resources? No, the report is for information only
2.5	Is this policy or decision associated with any of the Council's other policies and how, if applicable, does the proposed policy support corporate outcomes? It is associated to Adopted Local Plan policies SP2 and P6. Approval for consultation should not have any adverse effect on other Policies



### Section 3: Evidence/data about the user population and consultation<sup>1</sup>

As a minimum you must consider what is known about the population likely to be affected which will support your understanding of the impact of the policy, eg service uptake/usage, customer satisfaction surveys, staffing data, performance data, research information (national, regional and local data sources).

3.1	What does the information tell you about those groups identified? N/A
3.2	<p>Have you consulted or involved those groups that are likely to be affected by the policy or decision you want to implement? If so, what were their views and how have their views influenced your decision?</p> <p>The groups mentioned in 2.3 have been consulted previously and we will seek updated views and if necessary the view will inform changes to the North Weald Bassett SMF.</p>
3.3	<p>If you have not consulted or engaged with communities that are likely to be affected by the policy or decision, give details about when you intend to carry out consultation or provide reasons for why you feel this is not necessary:</p> <p>Informal public consultation on North Weald Bassett has taken place in 2019, 2020, 2021 and 2023. This will be the first time the project team is seeking approval from Cabinet to go to formal 8-week public consultation. Should approval be gained at this Cabinet meeting, public consultation would take place from the second week of November 2023 and run for six weeks.</p>

**Section 4: Impact of policy or decision**

Use this section to assess any potential impact on equality groups based on what you now know.

<b>Description of impact</b>	<b>Nature of impact</b> Positive, neutral, adverse (explain why)	<b>Extent of impact</b> Low, medium, high (use L, M or H)
Age	None	N/A
Disability	None	N/A
Gender	None	N/A
Gender reassignment	None	N/A
Marriage/civil partnership	None	N/A
Pregnancy/maternity	None	N/A
Race	None	N/A
Religion/belief	None	N/A
Sexual orientation	None	N/A

**Section 5: Conclusion**

		Tick Yes/No as appropriate	
5.1	Does the EqIA in Section 4 indicate that the policy or decision would have a medium or high adverse impact on one or more equality groups?	No <input checked="" type="checkbox"/>	
		Yes <input type="checkbox"/>	If ' <b>YES</b> ', use the action plan at <b>Section 6</b> to describe the adverse impacts and what mitigating actions you could put in place.

**Section 6: Action plan to address and monitor adverse impacts**

<b>What are the potential adverse impacts?</b>	<b>What are the mitigating actions?</b>	<b>Date they will be achieved.</b>

**Section 7: Sign off**

**I confirm that this initial analysis has been completed appropriately.  
(A typed signature is sufficient.)**

Signature of Head of Service: Nigel Richardson

Date: 27/09/23

Signature of person completing the EqlA: Rick Schunemann

Date: 27/09/23

**Advice**

Keep your director informed of all equality & diversity issues. We recommend that you forward a copy of every EqlA you undertake to the director responsible for the service area. Retain a copy of this EqlA for your records. If this EqlA relates to a continuing project, ensure this document is kept under review and updated, eg after a consultation has been undertaken.

# Agenda Item 12

## Report to the Cabinet

**Report reference:** C-029-2023/24  
**Date of meeting:** 13th November 2023



**Portfolio:** Finance & Economic Development – Cllr. John Philip

**Subject:** Quarter 2 Budget Monitoring Report 2023/24

**Responsible Officer:** Andrew Small (01992 564278)

**Democratic Services:** Vivienne Messenger (01992 564243)

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### Recommendations/Decisions Required:

1. The General Fund revenue position at the end of Quarter 2 (30th September 2023) for 2023/24, including actions being undertaken or proposed to ameliorate the position, where significant variances have been identified, be noted (*including Appendix A*).
2. The General Fund capital position at the end of Quarter 2 (30th September 2023) for 2023/24 be noted (*including Appendix B*).
3. The Housing Revenue Account revenue position at the end of Quarter 2 (30th September 2023) for 2023/24, including actions proposed to ameliorate the position, where significant variances have been identified, be noted.
4. The Housing Revenue Account capital position at the end of Quarter 2 (30th September 2023) for 2023/24 be noted (*including Appendix C*); and
5. The wider position on Financial Performance and Risk at the end of Quarter 2 (30th September 2023) be noted.

### Executive Summary:

This report sets out the 2023/24 General Fund and Housing Revenue Account budget positions, for both revenue and capital, as at 30th September 2023 (“Quarter 2”). It also considers a range of other Financial Performance and Risk indicators alongside the budget position.

In terms of General Fund revenue expenditure – at the Quarter 2 (Q2) stage – a budget overspend of £1.307 million, with projected net expenditure of £18.948 million against an overall budget provision of £17.641 million, is forecast.

The most significant factor reflected in the Q2 forecast is an anticipated shortfall in income from Planning Applications, with income now expected to be £1.041 million compared to the budget assumption of £1.976 million (representing a shortfall of £0.935 million/47%). Additional income from Planning Applications was expected to follow from the adoption of the Local Plan in March 2023, but it would appear that the economic situation is depressing the number of Planning Applications coming forward. This is a substantial challenge for the 2023/24 budget, although the Government look set to increase planning fees by 35% with effect from April 2024, which will help the 2024/25 budget.

In addition, as reported in Quarter 1, high interest rates continue to be a problem, although the Bank of England’s decision to maintain the Base Rate at 5.25% in August 2023 – following a long series of month on month increases – has helped to dampen fears of even higher increases in the medium-term, with the threat from previously stubborn inflation appearing to be receding at the time of reporting.

The Council is however a Net Borrower and high interest rates have a detrimental impact in several areas. Notably Net Interest Payable is forecast to be £0.388 million over Budget as additional Interest Receivable (£0.194 million) is outweighed by additional Interest Payable (£0.582 million). HRA Recharges are also suppressed as the General Fund is obligated to pass on additional Interest Receipts on HRA bank deposits. Although the drawdown of Qualis loans has gathered pace in 2023, on-lending margins are considerably lower than originally envisaged and are now below 1.0% on the Council's previously committed Development Loans (although slightly higher rates are now being realised on selected developments).

Further overspends are forecast on the Customer Services (£0.279 million) and Commercial & Technical (£0.158 million) directorates.

However, the impact of the budget pressures noted above are dampened to an extent by some anticipated service underspends, most notably on the Community & Wellbeing directorate (£0.435 million) with the receipt of a substantially higher Homelessness Grant (by £0.299 million) than was assumed in the budget, being a notable factor.

A residual risk should also be noted on Employee Costs, with the (national) pay award for 2023/24 yet to be agreed at the time of reporting. Budget forecasts currently assume an *average* award of 5.0% (the budget assumption was 4.0%).

The Funding position on the General Fund at the Quarter 2 stage is mixed, with surplus income of £646,000 expected from Business Rates, partly due to an anticipated back-dated Tariff adjustment. But a shortfall of £225,000 is also anticipated on the payments that the Council receives from preceptors as part of the Essex Council Tax Sharing Agreement (CTSA).

Members attention is drawn to the Council's draft Balance Sheet position as at 31st March 2023, which is showing an unallocated General Fund Reserve (contingency balance) of £3.219 million. This is significantly below the Council's formally adopted contingency balance of £4.0 million. If the year-end forecast spending and funding position in this report is accurate – notwithstanding any other reserve adjustments – the balance will fall to £1.883 million.

The Housing Revenue Account is projected to record a small budget overspend of £0.013 million; partly due to the same challenges facing the General Fund (especially the impact of inflation on staffing), but also – and to a larger extent – the increasing costs of major void repairs.

If the overall forecast materialises, the HRA Balance will end the year at £4.584 million (the adopted minimum contingency balance in the HRA Business Plan is £2.0 million).

Turning to capital spending:

- General Fund Capital Programme – spending in the first 6 months was £10.260 million, with a forecast outturn of £62.968 million, which – if this materialises – would lead to an underspend of £13.881 million. The drawdown on Qualis loans is lower than the budget and is the most significant variance (£8.532 million); and
- Housing Revenue Account Capital Programme – spending in the first 6 months was £6.559 million, with a forecast outturn of £34.981 million, which – if this materialises – would lead to an underspend of £35.751 million. Slippage on Housing Development is the biggest factor.

And finally, wider Financial Performance and Risk. The Quarter 2 position is mixed, reflecting some improved performance (especially on the Payment of Invoices) over the medium-term, but also some areas (such as Local Tax Collection) short-term performance that are slightly off target. As noted in Quarter 1, the Collection of Sundry Debts remains a challenge. Compliance with Prudential and Local Indicators is not giving any cause for concern.

#### **Reason for Decision:**

The report enables the Cabinet to monitor and control the Council's financial position for 2023/24 and take whatever action it chooses, based on the information presented.

## 1) Background and Introduction

1.1 The Council's budget for 2023/24 (both General Fund and Housing Revenue Account) was approved by full Council on 28th February 2023. This report updates the Cabinet on how the Council's services have performed against their budgets in the first three months of the financial year, and projects forward to the anticipated outcome for the end of the financial year.

1.2 This is the first update for 2023/24 and includes the General Fund and Housing Revenue Account positions, for both revenue and capital, as at 30th September 2023 ("Quarter 2").

## 2) General Fund Revenue Budget

### Net Expenditure

2.1 The General Fund **net expenditure** position for 2023/24, at the Quarter 2 stage – summarised by service area – is presented in **Appendix A**. The headline is a forecast budget overspend of £1.307 million, with projected net expenditure of £18.948 million against an overall budget provision of £17.641 million. The table below summarises the position by service.

GF Net Expenditure Budget 2023/24 (Quarter 2)			
Description	Budget 2023/24	Q2 Forecast Spending (31/03/24)	Variance
	£000's	£000's	£000's
Chief Executive	655	650	(5)
Commercial & Technical	2,060	2,218	158
Community & Wellbeing	1,478	1,043	(435)
Corporate Services	9,048	8,817	(231)
Customer Services	2,158	2,437	279
Finance & Audit	2,069	2,073	4
Housing & Property	1,846	1,741	(105)
Place	280	273	(7)
Planning & Development	760	1,942	1,182
Strategy, Delivery & Performance	821	756	(65)
Qualis	(2,852)	(2,530)	322
HRA Recharges	(4,984)	(4,674)	310
Financing	4,302	4,202	(100)
<b>Totals (Net Expenditure)</b>	<b>17,641</b>	<b>18,948</b>	<b>1,307</b>



2.2 There are a range of notable (over £100,000) **negative** variances – at a service directorate level – to the budget in the table above as follows:

- **Planning & Development (£1,181,567 forecast Overspend)** – the emerging risk of an income shortfall on Planning Applications was highlighted in the Quarter 1 report, with a forecast shortfall of £277,000 (over 14% of budget) at that stage. Unfortunately, there has been no sign of the hoped for recovery in Quarter 2 with a shortfall of £935,000 (47% of the £1.976 million budget provision) now anticipated. This is now the Council's most significant cost pressure in 2023/24. In addition, also as reported in Quarter 1, there is an overspend of £300,220 on Regulatory Services, mainly driven by a shortfall in income from Building Control Fees (of £300,470), with Building Control applications significantly lower compared to normal volumes (private sector applications are also similarly down). Tough economic conditions are thought to be responsible for reduced activity across the sector.
- **Qualis Income (£322,010 forecast Overspend)** – the drawdown of Qualis loans has gathered pace in 2023, albeit slightly less so than assumed in the budget. However, on-lending margins are considerably lower than originally envisaged within the Loan Agreements due to much higher interest rates on Council borrowing. For example, the margin on the (previously committed) Development Loan, at the time of reporting, is now significantly below 1.0%
- **HRA Recharges (£310,000 forecast Overspend)** – the annual net recharge from the General Fund to the HRA is forecast to be £310,000 lower than anticipated in the Budget, predominantly due to higher-than-expected interest rates
- **Customer Services (£279,239 forecast Overspend)** – Members may recall a late accounting adjustment that was required to the 2022/23 Management Accounts (reported to Cabinet 30th May 2023) due to an upturn in detected Housing Benefit Overpayments (HBOs), partly as a consequence of the rollout of the DWP Housing Benefit Accuracy Award (“HBAA”); the HBAA required the Council to conduct additional testing on Housing Benefit assessments (leading to an increase in detected errors). The potential impact for 2023/24 (the budget was set before the outturn for 2022/23 was known) is still being examined by Finance officers, but the current (Quarter 2) forecast includes an assumed year end (negative) adjustment of £250,000 in respect of this item for 2023/24; and
- **Commercial & Technical (£158,116 forecast Overspend)** – a combination of – relatively small – factors are leading to a projected overspend of £158,116 on this directorate. This includes a surplus of £158,165 on North Weald Airfield driven by additional income from Market Rents; receipts are expected to exceed budget by £112,500. A further surplus of £48,939 is also expected on Waste Management, mainly due to a Service Contingency of £400,000 included in the budget for the purposes of commissioning additional support in developing Future Service Delivery (£238,000 is expected to be spent, leading to a forecast surplus of £162,000). However, the good news is expected to be marginally outweighed by the bad news, with a negative variance of £280,853 forecast on Land & Property (mainly due to an income shortfall on Commercial Property Rents e.g., it includes a forecast shortfall of £115,000 at Oakwood Hill due to four void units that have emerged in Quarter 2).

2.3 There are also four notable (over £100,000) **positive** variances – at a service directorate level – to the budget in the table above:

- **Community & Wellbeing (£434,971 forecast Underspend)** – a forecast underspend on this directorate is primarily driven by two significant service activity underspends. Firstly, Homelessness is expected to underspend by £247,982 following the receipt of a substantially larger Government Grant than was assumed in the budget (the budget had assumed a grant of £532,000, but the actual grant received was £831,000, thus generating an initial surplus of £299,000). Part of the grant (£117,000) has been reallocated to a Housing Subsidy cost centre to compensate for Subsidy loss on the provision Bed and Breakfast accommodation (resulting in a net benefit to the Homelessness cost centre of £182,000). And secondly, there is also an anticipated underspend of £117,435 on the “Economic Projects Support Services” service activity area, predominantly due to the recent promotion of the Service Director to the Chief Operating Officer post (paid from the Chief Executive’s budget) (impact £116,890)
- **Corporate Services (£231,510 forecast Underspend)** – the most significant variance in the Corporate Services directorate relates to ICT, where an underspend of £192,330 is forecast for the year. There are a wide range of individual small budget variances that combine to create the overall position. Most notably, this includes an anticipated underspend of £61,000 on the budgeted cost “Azure” as the migration of servers to the Cloud has progressed more slowly than expected. Other factors include projected underspends on Microsoft software licenses (£37,210) and the expected cost of the (delayed) new Finance system (£33,160)
- **Housing & Property (£105,136 forecast Underspend)** – the service activity “Cost Centres – Housing & Property” is expected to underspend by £90,280, which is the most significant variance in this directorate; the underspend is driven – to a large extent – by two vacant posts held in the Facilities Management function (total underspend on cost centre £128,180); and
- **Financing (£100,185 forecast Underspend)** – Members may recall the inclusion of a Corporate Contingency of £712,880 in the budget to cover any emerging shortfall in income from Qualis loan margins; at the Quarter 2 stage, it is assumed that a total of £322,010 will be required from the Contingency, with the remaining £390,870 reflected as a surplus within projected General Net Expenditure. This is offsetting an otherwise significant cost pressure on Financing costs (Net Borrowing costs are expected to exceed the original budget expectations by £387,690). An underspend of £97,000 is also forecast for Minimum Revenue Provision (“MRP”) payments, with the associated capital costs in 2022/23 proving to be slightly lower than original estimates (prepared in January 2023).

2.4 Members attention is also drawn to the following residual risk:

- **Staffing Budgets** – the budget assumes a Pay Award of 4.0% for 2023/24, but – nationally – Local Government Employers have offered a fixed sum of £1,925 to all pay grades (equating to around 5.0% on average at this Council). The overall forecast assumes a 5% increase in Employee costs, but Members should note that – at the time of reporting – agreement on the final award is yet to be reached. The budget includes embedded provision for total Employee Costs of £22.550 million and is by far the largest category of expenditure; each 1.0% in the Pay Award adds around £220,000 to the Council’s base budget.

## **Funding**

2.5 The General Fund **funding** position for 2023/24, at the Quarter 2 stage is summarised in the table below.

<b>GF Funding Position 2023/24 (Quarter 2)</b>			
<b>Source Description</b>	<b>Budget Assumption 2023/24</b>	<b>Q2 Forecast (31/03/24)</b>	<b>Variance</b>
	<b>£000's</b>	<b>£000's</b>	<b>£000's</b>
Council Tax	(8,899)	(8,899)	0
Business Rates	(5,766)	(6,412)	(646)
Collection Fund Adjustments	(645)	(645)	0
Council Tax Sharing Agreement (CTSA)	(615)	(390)	225
Revenue Support Grant	(129)	(129)	0
New Homes Bonus	(78)	(78)	0
2023/24 Services Grant	(129)	(135)	(6)
Other Grants (Non-Specific)	(929)	(924)	5
Contribution to/(from) Reserves	(451)	(1,336)	(885)
<b>Total Funding</b>	<b>(17,641)</b>	<b>(18,948)</b>	<b>(1,307)</b>

2.6 The funding position for the General Fund in Quarter 2 is mixed. As reported in Quarter 1, the Business Rates forecast is very positive; a projected year-end surplus of £646,000 was assumed at that stage and that remains unchanged in Quarter 2. The Council's Business Rates base was revalued as at 1st April 2023, which resulted in a 14.0% uplift in value compared to the previous revaluation (1st April 2017). This is double the national average of 6.9%. The resulting increase in Business Rates revenue is however subject to a range of complex adjustments as part of the Business Rates Retention (BRR) system. A relatively cautious funding assumption was therefore assumed in developing the 2023/24 budget. Updated intelligence (received at the end of Quarter 1) allowed more accurate projections to be made; the forecast outturn of £6.412 million presented above includes an anticipated back-dated Tariff adjustment (estimated at £247,000) in respect of the revaluation. The forecast will be re-visited in detail as part of preparing the Quarter 3 report.

2.7 In contrast, a shortfall of £225,000 is anticipated on CTSA payments from the preceptors, which reflects the late decline in Council Tax collection performance in 2022/23 reported to Cabinet on 30th May 2023 (the budget was prepared on the basis of previous performance expectations) See Paragraph 3.1 below for a discussion on the forecast Contribution of £1.336 million *from* Reserves.

### 3) General Fund Reserves

#### **General Fund Reserve (contingency balance)**

- 3.1 The negative outlook of £1.307 million on net expenditure summarised and explained in paragraphs 2.1 to 2.4, and the funding position presented in paragraphs 2.5 to 2.7 above means that – if the forecasts materialise as presented – it will not be possible to contribute £0.263 million *to* the General Fund (unallocated) Reserve, which was an embedded assumption in setting the budget. Instead, there will be a contribution requirement of £1.336 million *from* the Reserve to support the budget (as presented in the table in Paragraph 2.5 above). This reflects both the projected overspend and the utilisation of the Collection Fund Deficit Reserve in closing the 2022/23 Accounts, which removed a previously assumed source of additional contingency funding (impact £322,010 in Quarter 2). The forecast impact on the General Fund Reserve is presented in the table below.

<b>Movement on General Fund Reserve: Quarter 2 2023/24</b>	
<b>Description</b>	<b>£000's</b>
General Fund Balance 31st March 2023 (pre-audit)	(3,219)
Contribution from Reserves 2023/24 (Q2 forecast)	1,336
<b>General Fund Balance 31st March 2024 (Q2 forecast)</b>	<b>(1,883)</b>

- 3.2 Members are reminded that the Council's unallocated General Fund Reserve is a contingency balance and, following the Section 151 Officer's recommendation in accordance with Section 25 of the Local Government Act 2003, the Council approved the maintenance of a minimum balance of £4.0 million in February 2023.

#### **Earmarked Reserves**

- 3.3 In addition to the General Fund Net Expenditure budget (£17,641,020 for 2023/24), the Council also incurs further expenditure on a range of other projects and facilities funded from Earmarked Reserves (which are 'topped up' from third party sources – including grants – and internal appropriations). Activity has been relatively subdued so far this year and – at the Quarter 2 stage (30th September 2023) – the Council has received £1.094 million and spent £0.802 million, leaving a balance of £3.378 million. The Movement on General Fund Earmarked Reserves is summarised in the table below.

Movement in General Fund Earmarked Reserves (April to September 2023)					
Description	Opening Balance 01/04/23	Income	Expenditure	Transfers (in)/out	Q2 Balance 30/09/23
	£000's	£000's	£000's	£000's	£000's
District Development Fund (DDF)	(224)	0	9	0	(215)
Community Projects	(435)	(365)	258	0	(542)
<i>Other Reserves:</i>					
All Weather Pitch	(137)	0	0	0	(137)
Garden Town	(410)	0	130	0	(280)
Dig. Innovation Zone (DIZ)	(127)	(90)	41	0	(176)
Homelessness	(256)	(274)	172	0	(359)
Insurance	(150)	0	0	0	(150)
Invest to Save	(114)	0	0	0	(114)
Museum	(110)	0	0	0	(110)
New Burdens	(112)	0	49	0	(63)
North Weald Inland Port	(617)	(100)	29	0	(688)
Prosperity Fund	(33)	(120)	37	0	(116)
Staff Benefits Fund	(31)	(13)	3	0	(41)
Other Ongoing Projects	(330)	(131)	74	0	(387)
<b>Totals</b>	<b>(3,086)</b>	<b>(1,094)</b>	<b>802</b>	<b>0</b>	<b>(3,378)</b>

*\*Excludes statutory ring-fenced, and other reserves used for accounting purposes*

3.4 The Community Projects Reserve comprises 20 different project categories and continues to be the Council's most 'active' reserve. "Essex & Herts Digital Innovation Zone" (DIZ) funding has now been stripped out of the DDF Reserve for added transparency (with partner contributions of £90,0000 now clearly visible). The remaining balance on the DDF Reserve is now fully allocated following the funding of one-off (staff) Severance costs of £260,025 at the end of 2022/23 (approved by Cabinet 30th May 2023).

#### 4) Housing Revenue Account (revenue)

4.1 The Housing Revenue Account (HRA) revenue position for 2023/24, at the Quarter 2 stage, is summarised in the table below. As at 30th September 2023, a £0.013 million overspend is forecast for the year end, with projected net Operating Income of £1.397 million compared to an overall budget provision of £1.410 million.

<b>HRA Budget 2023/24 (Quarter 2)</b>			
<b>Description</b>	<b>Budget 2023/24</b>	<b>Forecast Spending (31/03/24)</b>	<b>Variance</b>
	<b>£000's</b>	<b>£000's</b>	<b>£000's</b>
<b>EXPENDITURE</b>			
Supervision & Management (General)	7,140	6,976	(164)
Supervision & Management (Special)	5,007	4,680	(327)
Rents, Rates, Taxes & Insurances	507	521	14
Repairs & Maintenance	11,232	12,510	1,278
<b>Management &amp; Maintenance</b>	<b>23,886</b>	<b>24,687</b>	<b>801</b>
Capital Charges	9,137	9,137	0
Treasury Management Expenses	65	30	(35)
Provision for Bad/Doubtful Debts	99	120	21
<b>Total Expenditure</b>	<b>33,187</b>	<b>33,974</b>	<b>787</b>
<b>INCOME</b>			
Dwelling Rents	(37,419)	(37,745)	(326)
Non-Dwellings Rents	(930)	(807)	123
Charges for Services & Facilities	(1,473)	(1,468)	5
Contributions from General Fund	(383)	(383)	0
<b>Total Income</b>	<b>(40,205)</b>	<b>(40,403)</b>	<b>(198)</b>
<b>Net Cost of Services</b>	<b>(7,018)</b>	<b>(6,429)</b>	<b>589</b>
Interest on Receipts and Balances	(8)	(361)	(353)
Interest Payable on Loans	5,616	5,393	(223)
<b>Net Operating Income</b>	<b>(1,410)</b>	<b>(1,397)</b>	<b>13</b>
<i>Appropriations:</i>			
Direct Revenue Contributions to Capital	1,364	1,364	0
<b>(Surplus)/Deficit for Year</b>	<b>(46)</b>	<b>(33)</b>	<b>13</b>

4.2 The HRA revenue outturn for 2022/23 included underspends on the Stock Condition Survey (£254,000) and the “More than Bricks and Mortar” (a scheme primarily aimed at achieving infrastructure improvements on housing estates) (£64,000) project. Consequently, the unspent budgets have been rolled forward and added to the 2023/24 budget agreed by the Council in February 2023. The table below reconciles the updated and original budgets.

<b>HRA Budget Reconciliation 2023/24: Quarter 2</b>	
<b>Description</b>	<b>Value (£000's)</b>
<b>(Surplus)/Deficit for Year (approved by full Council 28/02/23)</b>	<b>(364)</b>
<i>Brought forward project budgets from 2022/23:</i>	
Stock Condition Survey	254
“More than Bricks and Mortar” Estate Improvement Scheme	64
<b>Total Budget Additions (@ Quarter 2)</b>	<b>318</b>
<b>(Surplus) / Deficit for Year (updated Budget 2023/24 @ Quarter 2)</b>	<b>(46)</b>

4.3 There are five significant factors behind the forecast as follows:

- **Repairs and Maintenance (£1.278 million forecast Overspend)** – there are numerous items contributing to this variance, the most significant of which relates to higher than anticipated Void costs on several properties with further major works anticipated during the remainder of the year (£1.203 million)
- **Interest on Receipts and Balances (£0.353 million forecast Underspend)** – the HRA is credited (from the General Fund) with interest based on its average revenue balances held throughout the year. A recent sharp increase in SONIA (“Sterling Overnight Index Average” interest rate), plus future expectations of sustained higher interest rates, is leading to significantly higher than expected interest receipts
- **Supervision & Management (Special) (£0.327 million forecast Underspend)** – there are numerous items contributing to this underspend, the most significant of which relates to the estate improvement scheme ‘More than Bricks and Mortar (£0.124 million) whereby delays have occurred in progressing some aspects of the project due to delayed land agreements with Parish Councils and Essex Highways
- **Interest Payable on Loans (£0.223 million forecast Underspend)** – HRA capital spending was lower than expected in 2022/23, thereby reducing the need for additional borrowing; this has reduced the associated interest payable in this – the 2023/24 – financial year; and
- **Dwelling Rent (£0.326 million forecast Underspend)** – improvements in void turnaround times is leading to rental income levels exceeding budget.

4.4 Members should note that the current HRA Business Plan includes the assumed maintenance of a minimum balance of £2.0 million in the HRA reserve; as at 31st March 2023, the balance was £4.551 million, which reflected an underspend on HRA Net Operating Income of £0.388 million in 2022/23 (reported to Cabinet on 30th May 2023).

<b>Movement on HRA Balance: Quarter 2 2023/24</b>	
<b>Description</b>	<b>£000's</b>
HRA Balance 31st March 2023 (pre-audit)	(4,551)
2022/23 Roll Forward (Para 4.2)	318
2023/24 Budget (Surplus) – full Council 28th February 2022	(364)
2023/24 Net Operating Income Forecast Variance Q2 (Para 4.1)	13
<b>HRA Balance 31st March 2024 (Q2 Forecast)</b>	<b>(4,584)</b>



## 5. General Fund Capital Programme

5.1 The General Fund Capital Programme for 2023/24 as at 30th September 2023 is summarised – at a service level – in the table below. A more detailed analysis – at a scheme level – is included in **Appendix B**. The updated Programme budget totals £76.849 million. Spending in the first 6 months was £10.260 million, with a forecast outturn of £62.968 million, which – if this materialises – would lead to an underspend of £13.881 million.

<b>General Fund Capital Programme 2023/24 (Quarter 2)</b>					
<b>Description</b>	<b>Budget 2023/24 (Updated)</b>	<b>Spending (@ 30 September 2023)</b>	<b>Remaining Budget (@ 30 September 2023)</b>	<b>Forecast Spending (31/03/24)</b>	<b>Variance (Under) / Over</b>
	<b>£000's</b>	<b>£000's</b>	<b>£000's</b>	<b>£000's</b>	<b>£000's</b>
Commercial & Technical	31,008	2,024	28,984	27,795	(3,213)
Corporate Services	4,191	160	4,031	2,306	(1,885)
Customer Services	148	16	132	50	(98)
Housing (General Fund)	653	60	593	500	(153)
Place	839	0	839	839	0
Qualis Loans	40,010	8,000	35,260	31,478	(8,532)
<b>Total Expenditure</b>	<b>76,849</b>	<b>10,260</b>	<b>69,839</b>	<b>62,968</b>	<b>(13,881)</b>
<i>Capital Financing:</i>					
Capital Grants	1,133	411	722	1,092	(41)
Capital Receipts	1,007	253	754	1,098	91
Borrowing	74,709	9,596	68,363	60,778	(13,931)
<b>Total Financing</b>	<b>76,849</b>	<b>10,260</b>	<b>69,839</b>	<b>62,968</b>	<b>(13,881)</b>

5.2 A General Fund Capital Programme budget of £57.562 million was approved by Council in February 2023. Subsequent updates, including unspent rolled forward balances from 2022/23, have resulted in an updated budget of £76.849 million at the Quarter 2 stage. The table below reconciles the movement.

<b>General Fund Capital Budget Reconciliation 2023/24: Quarter 2</b>	
<b>Description</b>	<b>Value (£000's)</b>
<b>General Fund Capital Budget 2023/24 (full Council 28/02/23)</b>	<b>57,562</b>
Unspent Budgets from 2022/23 Rolled Forward	17,625
UK Shared Prosperity Fund (added projects) Cabinet (18th July 2022, Ref. C-008-2022/23)	53
Rural Prosperity Fund (added projects) Cabinet (6th February 2023, Ref. C-033-2022/23)	109
Investment Property Acquisition Fund (added investment) Cabinet (30th May 2023, Ref. C-006-2023/24)	1,500
<b>UPDATED General Fund Capital Budget 2023/24 (@ 30/09/23)</b>	<b>76,849</b>

5.3 In addition, a further scheme to provide design, cost, and development options for the employment land released at North Weald under the Local Plan, was also approved by Cabinet on 30th May 2023 (C-005-2023/24) at an estimated cost of £500,000. At the time of reporting, the scheme has not been added to the Capital Programme, pending identification of the precise nature of the spending (whether revenue or capital), which affects the accounting treatment; but it should be emphasised that the spending commitment is fully funded, with any accounting implications entirely cost neutral).

5.4 There are three dominant areas of underspending/slippage on the General Fund Capital Programme at the Quarter 2 stage:

- **Qualis (£8.532 million forecast Underspend)** – as described in Paragraph 2.2, the drawdown of Qualis loans has been slower than envisaged at the time of preparing the Capital Programme, primarily due to planning delays on development sites and financial viability reassessments on some sites in the light of changing market factors
- **Commercial and Technical (£3.213 million forecast Underspend)** – the dominant factor driving the underspend relates to the new Waste Management Depot at North Weald Airfield (£2.137 million). The project is in the early stages of design with current spend mainly directed towards consultancy and fees. Construction of the new facility is now expected to commence in January 2024 and be completed by October 2024. The underspend will therefore be re-profiled into 2024/25; and
- **Corporate Services (£1.885 million underspend)** – the most significant area of capital underspending relates to the ICT Strategy, which has a budget allocation of £3.927 million for 2023/24. The projected outturn is £2.156 million, which if this materialises, would lead to an underspend of £1.771 million. The current ICT strategy is under review to consider possible changes to service needs in relation to potential shared services. However, major schemes, including a replacement M3PP system, a new telephony system, a new project management tool, a cloud-based GIS system and a new network monitoring and ICT log system, are expected to complete during the year. Some projects, including the new Finance system, and a cloud-based information @ work system, have commenced but are unlikely to complete this year, so have been partially re-profiled into 2024/25. Further schemes (totalling £811,700), including a new Bookings/CRM Portal (£187,000), Customer Portal Improvements (£136,000), an ICT Data Storage solution (£116,000) and a Virtual Desktop Infrastructure (VDI) Solution (£160,000), have been delayed and therefore have been re-profiled to complete in 2024/25.

## 6) Housing Revenue Account (HRA) Capital Programme

6.1 The Housing Revenue Account (HRA) Capital Programme for 2023/24 as at 30th September 2023 is summarised in the table below. A more detailed analysis – at a scheme level – is included in **Appendix C**. The updated Programme budget totals £70.731 million. Spending in the first 6 months was £6.559 million, with a forecast outturn of £34.980 million, which – if this materialises – would lead to an underspend of £35.751 million.

HRA Capital Programme 2023/24 (Quarter 2)					
Description	Budget 2023/24 (Updated)	Spending (@ 30 Sept 2023)	Remaining Budget (@ 30 Sept 2023)	Forecast Spending (31/03/24)	Variance (Under) / Over
	£000's	£000's	£000's	£000's	£000's
Housing Development	35,625	753	34,873	8,770	(26,855)
Capital Works	23,819	3,096	20,723	18,542	(5,277)
Other Housing Schemes	11,287	2,710	8,577	7,668	(3,619)
<b>Total Expenditure</b>	<b>70,731</b>	<b>6,559</b>	<b>64,173</b>	<b>34,980</b>	<b>(35,751)</b>
<i>Capital Financing:</i>					
Grants	80	356	(276)	1,252	1,172
Capital Receipts	2,786	301	2,485	2,463	(323)
Major Repairs Reserve	9,137	5,902	3,235	17,486	8,349
Direct Revenue Contributions	1,364	0	1,364	1,364	0
Borrowing	57,364	0	57,364	12,415	(44,949)
<b>Total Financing</b>	<b>70,731</b>	<b>6,559</b>	<b>64,172</b>	<b>34,980</b>	<b>(35,751)</b>

6.2 An HRA Capital Programme budget of £35.019 million was approved by Council in February 2023. A net total of £35.712 million in unspent budgets have been rolled forward from 2022/23, resulting in an updated Programme budget of £70.731 million for the year.

6.3 There are three significant areas of underspending/slippage on the HRA Capital Programme at the Quarter 2 stage. Thus:

- **Housing Development (£26.855 million forecast Underspend)** – there are two elements to note:
  - Qualis Acquisitions (£15.435 million Underspend) – the budget allocation for this scheme in 2023/24 was £19.435 million. Forecast spending is now £4.0 million, which – if this materialises – would lead to an underspend of £15.435 million. Negotiations are progressing with a view to Qualis purchasing some completed units at the Roundhills and Pyrles Lane development sites, although this may slip into 2024/25; and
  - Housebuilding (£11.134 million Underspend) – the programme has a total budget of £15.724 million for 2023/24. The forecast outturn is £4.590 million, which – if this materialises – would lead to an underspend of £11.134 million at year end. Most schemes have encountered planning issues and delays with expected starts now anticipated in the either the final quarter of 2023/24 or early 2024/25. However, two schemes – at Pentlow Way and Woollard Street – are progressing well, with completion now anticipated by year end; and

- **Capital Works (£5.277 million forecast Underspend)** – there is one significant underspend driving this variance related to Window, Door, and Roofing Programmed Works (£2.092 million) which is currently under review following the results of the Council's recent stock condition survey; and
- **Other Housing Schemes (£3.619 million forecast Underspend)** – the Broadway Regeneration project is the dominant factor, which is driving the variance. It has a total budget of £2.728 million in 2023/24, of which only a very small proportion is expected to be spent (on fees) this financial year resulting in a forecast underspend of £2.628 million. A detailed review of the project has been undertaken and a report presented to Cabinet on 13th March 2023 (C-044-2022/23) approving an increase of the overall project budget to £6.0 million. Consultation with residents and leaseholders is due to commence during the year; followed by any necessary planning consents. The project is expected to complete by 2025/26.

6.4 The HRA Capital Programme is financed from several sources; external sources such as Grants and Capital Receipts are prioritised and applied first, followed by internal resources such as the Major Repairs Reserve and HRA Revenue contributions. The approach minimises the need to borrow and helps protect the HRA from higher interest payments. The forecast underspend on the Programme has an impact on all sources of financing with the most significant being a £44.949 million reduction in the need to borrow in 2023/24.

## 7) Wider Financial Performance & Risk

### 7.1 Introduction

7.1.1 This (quarterly) Budget Monitoring report has been purposely developed in recent years, through the incremental inclusion of emerging good practice in order to improve transparency and aid effective scrutiny and decision-making. This section of the report, represents a further expansion of that approach in considering the following:

- **Performance Indicators** – covering the Council's wider financial performance, including how effectively it collects its income and pays its bills, through setting, monitoring, and reporting on a selected range of Indicators.
- **Prudential Indicators** - it is now a requirement of the CIPFA Prudential Code (2021 Edition) that progress against the Prudential Indicators adopted in the Council's Capital Strategy is reported on a quarterly basis. It is good practice to report these alongside updates on the Capital Programme, providing Members with further insight on how the Council manages its capital expenditure, borrowing and commercial and service investments; and
- **HRA Local Indicators** – In accordance with generally accepted good practice across the wider social housing sector, the Council's adopted Capital Strategy also includes two further (optional) 'local indicators', tailored to the risk management requirements of the HRA Business Plan.

## 7.2 Performance Indicators

### Accounts Payable (Payment of Invoices)

- 7.2.1 The prompt payment of invoices is an important objective for any business but – as a community leader and ‘place shaper’ – it is even more important that the Council leads by example; suppliers, including many small local businesses, are reliant on the cash flow generated by the services they provide to the Council; being viewed as ‘good to do business with’ also enhances the Council’s reputation. There are also negative cost implications associated with the late Payment of Invoices; it is often symptomatic of inefficient administration processes and penalties for late payment can also be triggered. The Council therefore records and monitors the payment of invoices using a 30-Day Indicator and also measures the time taken to pay invoices. Performance as at Quarter 2 is presented in the table below.

Payment of Invoices 2023/24								
Description	Quarter 1		Quarter 2		Quarter 3		Quarter 4	
	23/24	22/23	23/24	22/23	23/24	22/23	23/24	22/23
Invoices Paid in 30 Days (%)	88%	70%	84%	76%		77%		81%
Average Days to Pay an Invoice	20	36	25	32		31		26

- 7.2.2 The table above reflects a substantial improvement in the Payment of Invoices over the last 18 months, although performance in Quarter 2 (this year, 2023/24) dipped slightly compared to Quarter 1. Finance officers are now working directly with Senior Managers and other Budget Holders with a view to getting performance back on track in Quarter 3.
- 7.2.3 Members should note that, due to current system limitations, it is not practical to record the date that invoices are physically received; the indicators above therefore measure from the invoice date only, which means that – in practice – payment performance will be higher in many cases. Nevertheless, performance is measured on a ‘like-for-like’ basis, which allows performance to be tracked and focus to be given to problem areas.

### Accounts Receivable (Sundry Debt Collection)

- 7.2.4 It is also important that the Council efficiently collects all of the income that it is due. Failure to do that can be costly both in terms of process inefficiencies and the potential write-off of uncollectable debt.
- 7.2.5 General Fund income – to a large extent – comprises general Fees and Charges which are paid by the customer before the service is provided (e.g., Car Parking charges). However, some income sources are billed and collected through the Accounts Receivable (“Sundry Debts”) system. This includes periodic payments (e.g., Commercial Property Rents) or income collected in arrears (e.g., the recoupment of Bed & Breakfast payments incurred by the Homelessness service). The collection of Local Tax (Council Tax and Business Rates) – raised and collected through the “Academy” system – is considered separately below (see paragraphs 7.2.8 and 7.2.9).
- 7.2.6 The collection of Sundry Debts was, for many years, an individual service responsibility, although the system has – more recently – been consolidated into a single service function (within the Revenues service). The Council records and monitors the Collection of Sundry Debts using a 60-Day Indicator and also measures the age of outstanding debt. Performance as at Quarter 2 is presented in the table below.

Sundry Debt Collection 2023/24						
Description	Quarter 1			Quarter 2		
	April	May	June	July	August	September
Average Age of Outstanding Sundry Debt (Days)	1,574 days	1,568 days	1,576 days	1,563 days	1,461 days	1,408 days
Total Value of Debt Outstanding over 60 Days Old (£'s)	£3.313 million	£3.783 million	£3.347 million	£3.290 million	£3.573 million	£3.214 million

7.2.7 The implementation of the “ASH” Debtors system (which went live in August 2021, with data transferring in December 2021) proved to be a difficult exercise, which led to a number of data anomalies and a work backlog. The situation was further compounded by a shortfall in staff resources. Both factors conspired to the detriment of collection performance but, more recently, substantial progress is being made, with older cases being reviewed, remaining data anomalies addressed, and backlogs eliminated. The Sundry Debts function is now (since Summer 2023) given a high priority and is better resourced; the August and September performance results in the table above appears to confirm the early signs of improving performance. A further progress update will be provided to Members in the Quarter 3 report.

#### Local Tax Collection

7.2.8 The prompt collection of Council Tax and Business Rates is essential if the Council is to maximise resources from its major funding sources for the benefit of protecting local services. Experience shows that the longer debts remain outstanding, the harder they are to collect, which ultimately leads to an increase in write-offs; this has a negative impact on the Council’s General Fund Reserve and reduces funds available to support Net Expenditure. The table below sets out the Collection Rates achieved for Council Tax and Business Rates in Quarter 2.

Local Tax Collection Rates 2023/24 (Quarter 2)		
	30th September 2022	30th September 2023
Council Tax collected (%)	52.42%	52.30%
Business Rates collected (%)	57.89%	53.18%

7.2.9 The table above shows that both Council Tax and Business Rates collection rates are lower at the Quarter 2 stage compared to the same stage in 2022/23. However, Local Tax collection statistics were badly affected by the pandemic but have now settled down to more normal patterns (albeit against a difficult economic backdrop). The interpretation of the table above therefore requires the following context:

- Council Tax – the comparable collection rate is marginally down compared to the same stage last year. The most recently available comparable ‘pre-pandemic’ performance measure was September 2019 (Quarter 2, 2019/20), in which the amount collected was 52.14% i.e., performance at the Quarter 2 stage this year, is marginally *above* pre-pandemic levels; and
- Business Rates – the comparable collection rate is significantly down compared to the same stage last year. The most recently available comparable ‘pre-pandemic’ performance measure was September 2019 (Quarter 2, 2019/20), in which the amount collected was 53.78% i.e., performance at the Quarter 2 stage this year, is *marginally* below pre-pandemic levels. There has also been a Business Rates Revaluation (which has increased bills by an average of 14%) effective from 2023/24, thus making collection – initially – slightly more difficult.

### 7.3 Prudential Indicators

7.3.1 The Council is required by regulation to have regard to the Prudential Code (the Code) when carrying out its duties under Part 1 of the Local Government Act 2003. The 2017 edition of the Code first introduced a requirement to produce and adopt a Capital Strategy, including a range of (previously established) capital-related “Prudential Indicators”. The updated 2021 edition of the Code revised and further strengthened – with effect from 2023/24 – the capital reporting obligations of the Council. This includes a new quarterly reporting requirement.

7.3.2 In compliance with the 2021 Code, and recommended good practice, this report now provides an updated position on the Prudential Indicators included in the Capital Strategy (2023/24 to 2025/26) adopted by the Council in February 2023 as follows:

- Capital Expenditure
- Capital Financing Requirement (CFR)
- Gross Debt and the Capital Financing Requirement
- Debt and the Authorised Limit and Operational Boundary
- Net Income from Commercial and Service Investments to Net Revenue Stream; and
- Proportion of Financing Costs to Net Revenue Stream.

#### Capital Expenditure

7.3.3 The Council has undertaken and is planning capital expenditure as summarised in the table below.

Description	2022/23 Actual	2023/24 Forecast (Q2)	2024/25 Budget	2025/26 Budget
	£000's	£000's	£000's	£000's
General Fund (GF)	3,949	31,490	19,773*	4,541*
Qualis Investments (GF)	8,000	31,478	22,100*	0*
Housing Revenue Account	15,875	34,980	43,964*	29,326*
<b>TOTALS</b>	<b>27,824</b>	<b>97,948</b>	<b>85,837*</b>	<b>33,867*</b>

\*Capital Strategy budgets unchanged (to be updated in Quarter 3)

7.3.4 A detailed analysis of the capital projects included in the table above is presented in *Appendix B* (General Fund and Qualis Investments) and *Appendix C* (Housing Revenue Account).

#### Capital Financing Requirement (CFR)

7.3.5 The Council's cumulative outstanding debt is measured by the Capital Financing Requirement (CFR). This increases with new debt-financed capital expenditure and reduces with Minimum Revenue Provision (MRP) and capital receipts used to replace debt.

Description	2022/23 Actual	2023/24 Forecast (Q1)	2024/25 Budget	2025/26 Budget
	£000's	£000's	£000's	£000's
General Fund (including Qualis Investments)	159,088	216,894	243,588*	240,679*
Housing Revenue Account	154,475	166,891	202,142*	214,438*
<b>TOTAL CFR</b>	<b>313,563</b>	<b>383,785</b>	<b>445,730*</b>	<b>455,117*</b>

\*Capital Strategy budgets unchanged (to be updated in Quarter 3)



7.3.6 The table above shows that there has been little change compared to the CFR budget estimate for 2023/24 included in the Capital Strategy (formulated in January 2023), with a Quarter 2 forecast (as at 30th September 2023) of £383.8 million (compared to the Capital Strategy estimate of £388.9 million).

Gross Debt and the Capital Financing Requirement

7.3.7 Statutory guidance requires debt to remain below the Capital Financing Requirement, except in the short term. The Council has complied and expects to continue to comply with this requirement in the medium term as is shown below.

Description	2022/23 Actual	2023/24 Forecast (Q2)	2024/25 Budget	2025/26 Budget	Actual Debt (30/09/23)
	£M's	£M's	£M's	£M's	£M's
Outstanding Debt (including leases)	281.6	348.0	219.0*	216.7*	290.3
Capital Financing Requirement (CFR)	313.6	383.8	445.7*	455.1*	N/A

\*Capital Strategy budgets unchanged (to be updated in Quarter 3)

Debt and the Authorised Limit and Operational Boundary

7.3.8 The Council is legally obliged to set an affordable borrowing limit (also termed the "Authorised Limit" for external debt) each year. In line with statutory guidance, a lower "Operational Boundary" is also set as a warning level should debt approach the limit.

Description	Q2 2023/24 Maximum	30/09/23 Actual	Operational Boundary 2023/24	Authorised Limit 2023/24	Complied? (Yes/No)
	£000's	£000's	£000's	£000's	£000's
Borrowing	290,348	290,348	443,184	453,184	Yes
PFI and Finance Leases	0	0	0	0	Yes
<b>Total Debt</b>	<b>290,348</b>	<b>290,348</b>	<b>443,184</b>	<b>453,184</b>	<b>Yes</b>

7.3.9 The table above shows that the Council continues to operate well within its Authorised Limit and Operational Boundary.

Net Income from Commercial and Service Investments to Net Revenue Stream

7.3.10 The Council's income from commercial and service investments as a proportion of its net revenue stream has been and is expected to be as indicated below.

Description	2022/23 Actual	2023/24 Forecast (Q2)	2024/25 Budget	2025/26 Budget
	£000's	£000's	£000's	£000's
Total Net Income from Service and Commercial Investments	10,428	10,950	12,097*	12,434*
Proportion of Net Revenue Stream	66%	65%	72%*	72%*

\*Capital Strategy budgets unchanged (to be updated in Quarter 3)

7.3.11 The 65% forecast for 2023/24 compares to an expectation of 69% in the Capital Strategy. This partly reflects reduced income expectations from Qualis loans, including reduced margins as a consequence of rising PWLB borrowing rates. It also reflects a series of reduced rental incentives on new Commercial Property leases (income from these leases will increase as full rentals become payable by tenants).



### Proportion of Financing Costs to Net Revenue Stream

- 7.3.12 Although capital expenditure is not charged directly to the revenue budget, interest payable on loans and MRP are charged to revenue, offset by any investment income receivable. The net annual charge is known as Financing Costs; the 'standard' CIPFA Prudential Indicator compares this to "Net Revenue Stream" (the amount funded from Council Tax, Business Rates, and general Government grants).
- 7.3.13 However, the standard definition of Net Revenue Stream does not adequately take account of the circumstances of Epping Forest District Council, which has had – for many years – a major income stream from Commercial Property and – more recently – an additional income stream from Qualis loan margins. Factoring in those two major sources of income produces a more meaningful Prudential Indicator, tailored to the specific circumstances of this Council. The 'local' Prudential Indicator is presented in the table below, alongside the standard CIPFA Indicator (for comparison purposes only).

General Fund Financing Costs	2022/23 Actual	2023/24 Forecast (Q2)	2024/25 Budget	2025/26 Budget
	£000's	£000's	£000's	£000's
Financing Costs	3,547	5,242	8,516*	9,048*
Proportion of Net Revenue Stream (Standard CIPFA Indicator)	22%	31%	50%*	52%*
<b>Proportion of Net Revenue Stream (Local Indicator)</b>	<b>13%</b>	<b>18%</b>	<b>27%*</b>	<b>27%*</b>

*\*Capital Strategy budgets unchanged (to be updated in Quarter 3)*

- 7.3.14 Unsurprisingly Financing Costs are increased slightly as a proportion of Net Revenue Stream in 2023/24, although both the 'standard' and 'local' forecasts have marginally reduced in Quarter 2; the standard indicator is now 1% lower than assumed within the Capital Strategy, with the local indicator exactly as expected (the dampening effect of increasing interest receipts and robust Commercial Property income should be noted). This is an indicator which is being closely monitored in developing the 2024/25 budget.

## **7.4 HRA Local Indicators**

- 7.4.1 The requirement to borrow and the risk associated with HRA borrowing can be distinguished from that of the General Fund. The HRA is underpinned by a very large property portfolio (6,442 properties, with a Balance Sheet value of £806.892 million as at 31st March 2023). Accordingly, the different risk profile is reflected within the capital financing rules e.g., the Local Government Act 2003 established the requirement for councils to put aside resources (through making a "Minimum Revenue Provision") to repay debt in later years; it was (still is) a legal requirement that only applies to General Fund borrowing.
- 7.4.2 Nevertheless, HRA borrowing is not risk free; HRA capital investment plans must be just as prudent, affordable, and sustainable as General Fund capital investment plans. Two local indicators have therefore been developed, which are used to gauge, and provide assurance, around the Council's HRA borrowing plans.

#### Loan to Value

- 7.4.3 This indicator is widely used as a measure of default risk by lenders in Housing finance. It is determined by calculating the outstanding debt as a proportion of the total value of assets.

Description	2022/23 Actual	2023/24 Estimate	2023/24 Forecast (Q2)
	Ratio	Ratio	Ratio
Loan to Value	0.19	0.19	0.20
<b>Target Maximum (LTV)</b>	<b>0.70</b>	<b>0.70</b>	<b>0.70</b>

- 7.4.4 It can be seen from the table above that, based on current projections, HRA borrowing plans are well within acceptable Loan to Value limits.

#### HRA Interest Cover

- 7.4.5 This is a financing indicator and reflects how able the HRA is to meet interest costs from its Net Cost of Services.

Description	2022/23 Actual	2023/24 Estimate (Updated)	2023/24 Forecast (Q2)
	Ratio	Ratio	Ratio
HRA Interest Cover	1.02	1.25	1.19
<b>Target Minimum (IC)</b>	<b>1.25</b>	<b>1.25</b>	<b>1.25</b>

- 7.4.6 It can be seen from the table above that based on current projections, the HRA Interest cover ratio has fallen marginally below the target minimum set by the Council due to substantial major Void repair costs increasing the Net Cost of Service forecast. It is however an improvement on the outturn for 2022/23 (also impacted by higher Void costs).

- 7.4.7 The future costs associated with Voids is difficult to predict. However, a Stock Condition Survey is now being concluded and a more in-depth Asset Management Strategy is being developed, which will provide more detailed information on the current status of the Council's assets and any resultant major works. Such intelligence will assist in navigating this indicator moving forwards.

**Reason for Decision:**

This report facilitates the scrutiny of the Council's financial position for 2023/24 and was considered by the Overview and Scrutiny Committee on 24th October 2023.

**Options:**

There are no matters for decision in this report. The Cabinet is asked to note the contents but may choose to take further action depending on the matters reported.

**Resource Implications:**

The resource implications in this report are overwhelmingly financial in nature, in the form of budgetary control. Robust budget monitoring processes maximise the opportunity for services to react quickly to potential problems as they emerge, thus reducing the risk of financial problems, impeding the delivery of strategic priorities.

**Legal and Governance Implications:**

The Council has a statutory obligation to maintain a balanced budget and the monitoring process enables the Cabinet to remain aware of issues and the process to maintain a balanced budget.

**Safer, Cleaner, Greener Implications:**

There are no SCG implications.

**Consultation Undertaken:**

The development of the detailed 2023/24 budget was informed by the democratic scrutiny processes.

**Background Papers:**

Management Accounts 2023/24 (Month 6)

**Risk Management**

The report is primarily presented for information, although some risk management implications are contained in Section 7. Regular monitoring and reporting of the issues included in this report ensures early warning of significant issues that may place the Council at financial risk. This gives the Cabinet the best opportunity to take actions to mitigate such risks.

## General Fund Revenue Budget 2023/24

## Quarter 2 Forecast

Epping Forest DC: General Fund Revenue Budget 2023/24							
@ 30 September 2023 (Month 6)							
<b>General Fund</b>							
Service Area	Activity	Net Expenditure					
		Full Year Budget £'s	Budget (M6) £'s	Actual (M6) £'s	Variance £'s	Forecast £'s	Variance £'s
<b>Chief Executive</b>	Chief Executive Support Services	550,030	275,015	285,654	10,639	554,850	4,820
	Corporate Activities	73,740	36,870	46,904	10,034	64,046	9,694
	Chief Executive Other Activities	31,500	15,750	2,849	12,901	31,500	-
	<b>Sub-Total</b>	<b>655,270</b>	<b>327,635</b>	<b>335,407</b>	<b>7,772</b>	<b>650,396</b>	<b>4,874</b>
<b>Commercial &amp; Technical Services</b>	Car Parking	548,140	274,070	358,413	84,343	497,302	50,838
	C&T Community & Partnership	195,250	97,625	94,068	3,557	195,250	-
	Contracts & Technical Support Services	2,172,960	1,086,480	1,018,945	67,535	2,187,791	14,831
	Cost Centres - Contracts & Technical	3,554,670	1,777,335	1,696,535	80,800	3,565,401	10,731
	C&T Emergency Planning & Other	1,830	915	2,740	1,825	4,860	3,030
	Environmental Health	242,010	121,005	17,202	103,803	233,010	9,000
	Land Drainage/Sewerage	113,090	56,545	38,426	18,119	124,260	11,170
	Land & Property	8,087,160	4,043,580	3,822,425	221,155	7,806,307	280,853
	Leisure Facilities	905,880	452,940	621,132	168,192	898,689	7,191
	North Weald Centre	515,340	257,670	592,049	334,379	673,505	158,165
	Parks & Grounds	514,100	257,050	59,944	197,106	549,782	35,682
	Private Sector Housing	112,170	56,085	88,485	32,400	152,155	39,985
	C&T Regulatory Services	233,910	116,955	96,731	20,224	227,971	5,939
	Waste Management	5,672,670	2,836,335	2,530,274	306,061	5,623,731	48,939
	<b>Sub-Total</b>	<b>2,060,320</b>	<b>1,030,160</b>	<b>1,265,581</b>	<b>1,156,741</b>	<b>2,218,436</b>	<b>158,116</b>
<b>Community &amp; Wellbeing</b>	Community, Health & Wellbeing	72,060	36,030	166,582	202,612	51,140	20,920
	Cost Centres - Community & Wellbeing	416,790	208,395	198,481	9,914	389,806	26,984
	Economic Projects Support Serv	215,050	107,525	47,827	59,698	97,615	117,435
	Homelessness	73,360	36,680	732,050	768,730	174,622	247,982
	Museum, Heritage & Culture	481,030	240,515	333,897	93,382	459,380	21,650
	Voluntary Sector Support	219,470	109,735	78,250	31,486	219,470	-
	<b>Sub-Total</b>	<b>1,477,760</b>	<b>738,880</b>	<b>240,177</b>	<b>979,057</b>	<b>1,042,789</b>	<b>434,971</b>
<b>Corporate Services</b>	Business Support	1,630,990	815,495	681,911	133,584	1,651,325	20,335
	Cost Centres - Corporate Support	307,500	153,750	163,611	9,861	353,843	46,343
	Elections	208,860	104,430	89,928	14,502	182,671	26,189
	Emergency Planning & Other	79,250	39,625	42,772	3,147	84,142	4,892
	ICT	3,625,730	1,812,865	2,260,607	447,742	3,433,402	192,328
	Insurance Premiums	719,750	359,875	585,084	225,209	702,453	17,297
	Corp Serv - Member Activities	370,400	185,200	173,651	11,549	370,400	-
	Other Support Services	1,886,170	943,085	821,420	121,665	1,818,322	67,848
	Strategy Support Services	219,360	109,680	102,078	7,602	219,942	582
	<b>Sub-Total</b>	<b>9,048,010</b>	<b>4,524,005</b>	<b>4,921,062</b>	<b>397,057</b>	<b>8,816,500</b>	<b>231,510</b>
<b>Customer Services</b>	Cost Centres - Customer Services	2,404,772	1,202,386	1,201,838	548	2,406,908	2,136
	Customer Support Services	1,671,920	835,960	809,933	26,027	1,680,559	8,639
	Housing Benefits	1,175,090	587,545	600,627	13,082	850,468	324,622
	Local Taxation	771,660	385,830	83,344	302,486	827,818	56,158
	Customer Services - Members Activities	27,800	13,900	14,072	172	27,800	-
	<b>Sub-Total</b>	<b>2,157,742</b>	<b>1,078,871</b>	<b>1,341,872</b>	<b>263,001</b>	<b>2,436,981</b>	<b>279,239</b>
<b>Finance &amp; Audit</b>	Audit Support Services	304,850	152,425	147,927	4,498	303,165	1,685
	Finance Support Services	1,254,140	627,070	412,004	215,066	1,260,480	6,340
	Finance & Other Activities	509,630	254,815	185,574	69,241	509,630	-
	<b>Sub-Total</b>	<b>2,068,620</b>	<b>1,034,310</b>	<b>745,505</b>	<b>288,805</b>	<b>2,073,275</b>	<b>4,655</b>
<b>Housing &amp; Property</b>	Accommodation	469,530	234,765	189,000	45,765	429,483	40,047
	Cost Centres - Housing & Property	468,550	234,275	176,127	58,148	378,271	90,279
	Facilities & Depot Management	525,530	262,765	228,214	34,551	559,748	34,218
	Housing & Property Support Services	382,010	191,005	125,033	65,972	372,982	9,028
	<b>Sub-Total</b>	<b>1,845,620</b>	<b>922,810</b>	<b>718,374</b>	<b>204,436</b>	<b>1,740,484</b>	<b>105,136</b>
<b>Place</b>	Place - Community & Partnership	34,940	17,470	117,252	134,722	34,890	50
	Cost Centres - Place	245,260	122,630	116,999	5,631	238,285	6,975
	<b>Sub-Total</b>	<b>280,200</b>	<b>140,100</b>	<b>253</b>	<b>140,353</b>	<b>273,175</b>	<b>7,025</b>
<b>Planning &amp; Development</b>	Cost Centres - Planning Services	2,281,190	1,140,595	1,079,826	60,769	2,297,658	16,468
	Local Plan Implementation	807,810	403,905	156,199	560,104	830,049	22,239
	Planning & Development	2,051,570	1,025,785	465,170	560,615	1,124,676	926,894
	Planning Support Services	305,390	152,695	110,173	42,522	221,136	84,254
	Regulatory Services	582,710	291,355	192,603	98,752	282,490	300,220
	<b>Sub-Total</b>	<b>760,110</b>	<b>380,055</b>	<b>376,028</b>	<b>4,027</b>	<b>1,941,677</b>	<b>1,181,567</b>
<b>Strategy, Delivery &amp; Performance</b>	Strategy - Other Activities	83,510	41,755	68,777	27,022	82,630	880
	Strategy, Delivery & Performance Support Services	737,318	368,659	276,281	92,378	673,490	63,828
	<b>Sub-Total</b>	<b>820,828</b>	<b>410,414</b>	<b>345,057</b>	<b>65,357</b>	<b>756,120</b>	<b>64,708</b>
<b>General Fund Total</b>		<b>21,174,480</b>	<b>10,587,240</b>	<b>8,416,294</b>	<b>2,170,946</b>	<b>21,949,832</b>	<b>775,352</b>
	<b>Qualis Income</b>	-	2,851,520	-	-	2,529,510	322,010
	<b>HRA Recharges</b>	-	4,984,450	-	-	4,674,450	310,000
	<b>Financing</b>						
	Interest (exc. Qualis):						
	Interest Receivable	-	478,500	-	-	672,810	194,310
	Interest Payable	-	2,807,130	-	-	3,389,125	581,995
	Minimum Revenue Provision	-	1,261,000	-	-	1,164,000	97,000
	Specific Contingency (Qualis)	-	712,880	-	-	322,010	390,870
<b>General Fund (Net Expenditure)</b>		<b>17,641,020</b>	<b>10,587,240</b>	<b>8,416,294</b>	<b>2,170,946</b>	<b>18,948,197</b>	<b>1,307,177</b>

## General Fund Capital Programme 2023/24

## Quarter 2 Forecast

General Fund Capital Programme 2023/24: Quarter 2 Forecast												
Scheme	2022/23 Budget Outturn (xtract)			2023/24 Budget				2023/24 Budget Progress (@ 30th Sep 2023 - Q2)				
	2022/23 Unspent / (Overspend) Balances	(Savings) / Overspends not c/fwd	Balances Rolled Forward into 2023/24	2023/24 Budget Allocation	Q1 Changes	2023/24 Budget (Updated)	Q2 Changes	2023/24 Budget (Updated)	Actuals to Q2	Remaining Budget	Forecast Outturn 2023/24	Forecast (Uspend)/ Opend 2023/24
	£'s	£'s	£'s	£'s	£'s	£'s	£'s	£'s	£'s	£'s	£'s	£'s
<b>Community &amp; Wellbeing</b>												
Joint Museum and Library Facility	770,000	(770,000)	-	-	-	-	-	-	-	-	-	-
<b>Sub-Totals</b>	<b>770,000</b>	<b>(770,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Commercial &amp; Technical</b>												
Cartersfield Road	1,060,979	-	1,060,979	-	-	1,060,979	-	1,060,979	296,557	764,422	540,697	(520,282)
Investment Property Acquisition Fund	596,497	-	596,497	-	1,500,000	2,096,497	-	2,096,497	774,537	1,321,960	2,067,787	(28,710)
Princess of Wales PH - lease acquisition	(695,489)	695,489	-	-	-	-	-	-	-	-	-	-
CCTV Replacement Programme	69,373	(47,373)	22,000	25,000	-	47,000	-	47,000	16,740	30,260	25,000	(22,000)
CarPark CCTV Systems	13,080	(3,080)	10,000	25,000	-	35,000	-	35,000	-	35,000	25,000	(10,000)
Superfast Broadband (REFCUs)	350,000	-	350,000	-	-	350,000	-	350,000	-	350,000	350,000	-
Disabled Facilities Grants (REFCUs)	31,250	(31,250)	-	971,210	-	971,210	-	971,210	410,672	560,538	930,000	(41,210)
Home Assist. Grants (REFCUs)	20,480	(20,480)	-	30,000	-	30,000	-	30,000	-	30,000	30,000	-
Highway Ranger Vehicle & Equipment	40,000	-	40,000	-	-	40,000	-	40,000	-	40,000	43,000	3,000
Highways - Pavement Widening Scheme	-	-	-	100,000	-	100,000	-	100,000	-	100,000	-	(100,000)
Grounds Maintenance	38,295	-	38,295	30,000	-	68,295	-	68,295	-	68,295	47,150	(21,145)
Highways (REFCUs)	97,564	(1,500)	96,064	-	-	96,064	-	96,064	-	96,064	96,064	-
H2 Taxiway (ex NWA Prep Phase 1)	156,112	-	156,112	-	-	156,112	-	156,112	19,870	136,242	25,000	(131,112)
NWA Waste Depot	-	-	-	4,167,000	-	4,167,000	-	4,167,000	-	4,167,000	2,000,000	(2,167,000)
Waste Vehicle Fleet Replacement	-	-	-	9,220,000	-	9,220,000	-	9,220,000	-	9,220,000	9,220,000	-
Vehicle Fleet Replacement & OHD Equipment	245,015	-	245,015	-	-	245,015	-	245,015	69,710	175,305	245,015	-
Leisure Centre Energy Saving Schemes	-	-	-	155,640	-	155,640	-	155,640	150,125	5,515	150,125	(5,515)
Epping Leisure Centre (Bakers Lane)	10,857,070	-	10,857,070	1,312,560	-	12,169,630	-	12,169,630	285,740	11,883,890	12,000,000	(169,630)
<b>Sub-Totals</b>	<b>13,037,350</b>	<b>434,682</b>	<b>13,472,032</b>	<b>16,036,410</b>	<b>1,500,000</b>	<b>31,008,442</b>	<b>-</b>	<b>31,008,442</b>	<b>2,023,951</b>	<b>28,984,491</b>	<b>27,794,838</b>	<b>(3,213,604)</b>
<b>Corporate Services</b>												
ICT General Schemes	170,483	-	170,483	93,000	-	263,483	-	263,483	7,446	256,037	149,782	(113,701)
ICT Strategy	2,841,192	-	2,841,192	1,086,000	-	3,927,192	-	3,927,192	152,463	3,774,729	2,156,082	(1,771,110)
Civic Offices Accommodation Project (ICT)	(1,341)	1,341	-	-	-	-	-	-	-	-	-	-
<b>Sub-Totals</b>	<b>3,010,334</b>	<b>1,341</b>	<b>3,011,675</b>	<b>1,179,000</b>	<b>-</b>	<b>4,190,675</b>	<b>-</b>	<b>4,190,675</b>	<b>159,909</b>	<b>4,030,766</b>	<b>2,305,864</b>	<b>(1,884,811)</b>
<b>Customer Services</b>												
Council Chamber Upgrade	147,649	-	147,649	-	-	147,649	-	147,649	15,845	131,804	50,000	(97,649)
<b>Sub-Totals</b>	<b>147,649</b>	<b>-</b>	<b>147,649</b>	<b>-</b>	<b>-</b>	<b>147,649</b>	<b>-</b>	<b>147,649</b>	<b>15,845</b>	<b>131,804</b>	<b>50,000</b>	<b>(97,649)</b>
<b>Housing (Property Services)</b>												
Oakwood Hill Depot Extension	(18,155)	18,155	-	-	-	-	-	-	-	-	-	-
Investment Properties (Planned Works)	187,677	(147,831)	39,846	250,000	(77,605)	212,241	-	212,241	-	212,241	212,241	-
202-220 Loughton HR - roof and H & S works	(147,831)	147,831	-	-	77,605	77,605	-	77,605	34,525	43,080	77,605	-
Operational Properties (Planned Works)	295,732	(18,433)	277,299	86,000	-	363,299	-	363,299	25,719	337,580	210,234	(153,065)
<b>Sub-Totals</b>	<b>317,423</b>	<b>(278)</b>	<b>317,145</b>	<b>336,000</b>	<b>-</b>	<b>653,145</b>	<b>-</b>	<b>653,145</b>	<b>60,244</b>	<b>592,901</b>	<b>500,080</b>	<b>(153,065)</b>
<b>Place</b>												
UK Prosperity Fund Projects	-	-	-	-	161,784	161,784	-	161,784	-	161,784	161,784	-
Climate & Environmental Projects	676,984	-	676,984	-	-	676,984	-	676,984	-	676,984	676,984	-
<b>Sub-Totals</b>	<b>676,984</b>	<b>-</b>	<b>676,984</b>	<b>-</b>	<b>161,784</b>	<b>838,768</b>	<b>-</b>	<b>838,768</b>	<b>-</b>	<b>838,768</b>	<b>838,768</b>	<b>-</b>
<b>Qualis</b>												
Regeneration Finance Loans	88,247,500	(88,247,500)	-	40,010,000	-	40,010,000	-	40,010,000	8,000,000	32,010,000	31,478,000	(8,532,000)
<b>Sub-Totals</b>	<b>88,247,500</b>	<b>(88,247,500)</b>	<b>-</b>	<b>40,010,000</b>	<b>-</b>	<b>40,010,000</b>	<b>-</b>	<b>40,010,000</b>	<b>8,000,000</b>	<b>32,010,000</b>	<b>31,478,000</b>	<b>(8,532,000)</b>
<b>Total Expenditure</b>	<b>106,207,240</b>	<b>(88,581,755)</b>	<b>17,625,485</b>	<b>57,561,410</b>	<b>1,661,784</b>	<b>76,848,679</b>	<b>-</b>	<b>76,848,679</b>	<b>10,259,949</b>	<b>66,588,730</b>	<b>62,967,550</b>	<b>(13,881,129)</b>
<b>Capital Financing Analysis:</b>												
Borrowing	105,989,088	(88,363,603)	17,625,485	55,582,920	1,500,000	74,708,405	-	74,708,405	9,596,360	65,112,045	60,778,035	(13,930,370)
Capital Grants	218,152	(218,152)	-	971,210	161,784	1,132,994	-	1,132,994	410,672	722,322	1,091,784	(41,210)
Capital Receipts	-	-	-	1,007,280	-	1,007,280	-	1,007,280	252,917	754,363	1,097,731	90,451
<b>Total Financing</b>	<b>106,207,240</b>	<b>(88,581,755)</b>	<b>17,625,485</b>	<b>57,561,410</b>	<b>1,661,784</b>	<b>76,848,679</b>	<b>-</b>	<b>76,848,679</b>	<b>10,259,949</b>	<b>66,588,730</b>	<b>62,967,550</b>	<b>(13,881,129)</b>

## Housing Revenue Account Capital Programme 2023/24

## Quarter 2 Forecast

HRA Capital Programme 2023/24: Quarter 2 Forecast												
	2022/23 Budget Outturn (xtract)			2023/24 Budget					2023/24 Budget Progress (@ 30 September 2023 - Q2)			
	2022/23 Unspent/ (Overspent)	Savings	Balances Rolled Forward into 2023/24	2023/24 Budget Allocation	Q1 Changes	23/24 Budget (Updated)	Q2 Changes	23/24 Budget (Updated)	Actuals to (Q2)	Remaining Budget	Forecast Outturn 2023/24	Forecast (Uspend)/Ospend 2023/24
Schemes	£'s	£'s	£'s	£'s	£'s			£'s	£'s	£'s	£'s	
<b>Housing Development Programme:</b>												
Housebuilding	10,965,260	(1,383,590)	12,348,850	3,375,500	-	15,724,350	-	15,724,350	752,442	14,971,908	4,590,246	(11,134,104)
Qualis Acquisitions	10,461,190	-	10,461,190	8,973,500	-	19,434,690	-	19,434,690	-	19,434,690	4,000,000	(15,434,690)
Development Land Purchases	1,850,000	1,383,590	466,410	-	-	466,410	-	466,410	-	466,410	180,000	(286,410)
<b>Sub-Totals</b>	<b>23,276,450</b>	<b>-</b>	<b>23,276,450</b>	<b>12,349,000</b>	<b>-</b>	<b>35,625,450</b>	<b>-</b>	<b>35,625,450</b>	<b>752,442</b>	<b>34,873,008</b>	<b>8,770,246</b>	<b>(26,855,204)</b>
<b>Capital Works:</b>												
Heating	393,830	144,870	248,960	1,724,000	-	1,972,960	-	1,972,960	184,230	1,788,730	1,716,795	(256,165)
Windows, Door and Roofing	1,224,510	(32,780)	1,257,290	6,386,110	(2,137,270)	5,506,130	-	5,506,130	505,499	5,000,631	3,414,108	(2,092,022)
Compliance Planned Maintenance	272,800	203,880	68,920	1,725,000	(1,000,000)	793,920	-	793,920	80,515	713,405	330,302	(463,618)
Kitchens & Bathrooms (inc void allocation)	1,990,160	-	1,990,160	4,786,000	-	6,776,160	-	6,776,160	1,229,099	5,547,061	6,825,516	49,356
Electrical	226,430	-	226,430	300,000	1,381,790	1,908,220	-	1,908,220	245,868	1,662,352	1,422,875	(485,345)
Net Zero Carbon Works	1,500,000	-	1,500,000	1,100,000	-	2,600,000	-	2,600,000	26,940.00	2,573,060	1,843,420	(756,580)
Environmental	266,980	146,980	120,000	1,118,530	-	1,238,530	-	1,238,530	159,304	1,079,226	592,644	(645,886)
Structural works	1,449,170	58,430	1,390,740	850,000	(644,520)	1,596,220	-	1,596,220	191,898	1,404,322	925,133	(671,087)
Disabled Adaptations	(20,750)	(20,750)	-	650,000	400,000	1,050,000	-	1,050,000	447,281	602,719	1,104,714	54,714
Asbestos Removal	166,630	166,630	-	280,800	-	280,800	-	280,800	25,508	255,292	294,316	13,516
Estate Improvements	45,870	-	45,870	50,000	-	95,870	-	95,870	-	95,870	72,329	(23,541)
<b>Sub-Totals</b>	<b>7,515,630</b>	<b>667,260</b>	<b>6,848,370</b>	<b>18,970,440</b>	<b>(2,000,000)</b>	<b>23,818,810</b>	<b>-</b>	<b>23,818,810</b>	<b>3,096,144</b>	<b>20,722,666</b>	<b>18,542,151</b>	<b>(5,276,659)</b>
<b>Regeneration Projects:</b>												
Limes Avenue and Copperfield	1,980,510	-	1,980,510	2,000,000	2,000,000	5,980,510	-	5,980,510	2,416,738	3,563,772	5,980,510	-
Broadway	2,728,070	-	2,728,070	-	-	2,728,070	-	2,728,070	-	2,728,070	104,116	(2,623,954)
<b>Sub-Totals</b>	<b>4,708,580</b>	<b>-</b>	<b>4,708,580</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>8,708,580</b>	<b>-</b>	<b>8,708,580</b>	<b>2,416,738</b>	<b>6,291,842</b>	<b>6,084,626</b>	<b>(2,623,954)</b>
<b>Other Housing Schemes:</b>												
Service Enhancements (General)	-	-	-	204,020	-	204,020	-	204,020	-	204,020	204,020	-
Housing Asset Management Project	188,780	-	188,780	540,000	-	728,780	-	728,780	221,938	506,842	431,610	(297,170)
Service Enhancements (HFFHH)	(31,620)	(31,620)	-	154,000	-	154,000	-	154,000	-	154,000	-	(154,000)
Door Replacement Programme (Leasehold)	311,670	311,670	-	233,540	-	233,540	-	233,540	-	233,540	50,000	(183,540)
Sheltered Block Refurbishments	330,000	-	330,000	100,000	-	430,000	-	430,000	71,561	358,439	430,000	-
Emergency Alarm Upgrades	360,000	-	360,000	-	-	360,000	-	360,000	-	360,000	-	(360,000)
Sheltered Housing Works	-	-	-	468,000	-	468,000	-	468,000	-	468,000	468,000	-
<b>Sub-Totals</b>	<b>1,158,830</b>	<b>280,050</b>	<b>878,780</b>	<b>1,699,560</b>	<b>-</b>	<b>2,578,340</b>	<b>-</b>	<b>2,578,340</b>	<b>293,499</b>	<b>2,284,841</b>	<b>1,583,630</b>	<b>(994,710)</b>
<b>Vehicle Replacements</b>	<b>(36,270)</b>	<b>(36,270)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Expenditure</b>	<b>36,623,220</b>	<b>911,040</b>	<b>35,712,180</b>	<b>35,019,000</b>	<b>-</b>	<b>70,731,180</b>	<b>-</b>	<b>70,731,180</b>	<b>6,558,822</b>	<b>64,172,358</b>	<b>34,980,653</b>	<b>(35,750,527)</b>
<b>Capital Financing Analysis:</b>												
Grants	-	-	-	80,000	-	80,000	-	80,000	355,900	(275,900)	1,252,000	1,172,000
RTB Receipts	-	-	-	1,599,000	-	1,599,000	-	1,599,000	300,970	1,298,030	1,276,100	(322,900)
Other Contributions	-	-	-	1,187,000	-	1,187,000	-	1,187,000	-	1,187,000	1,187,000	-
Major Repairs Reserve	-	-	-	9,137,000	-	9,137,000	-	9,137,000	5,901,952	3,235,048	17,486,000	8,349,000
Direct Revenue Contributions	-	-	-	1,282,000	82,000	1,364,000	-	1,364,000	-	1,364,000	1,364,000	-
Borrowing	36,623,220	911,040	35,712,180	21,734,000	(82,000)	57,364,180	-	57,364,180	-	57,364,180	12,415,553	(44,948,627)
<b>Total Financing</b>	<b>36,623,220</b>	<b>911,040</b>	<b>35,712,180</b>	<b>35,019,000</b>	<b>-</b>	<b>70,731,180</b>	<b>-</b>	<b>70,731,180</b>	<b>6,558,822</b>	<b>64,172,358</b>	<b>34,980,653</b>	<b>(35,750,527)</b>