

CABINET AGENDA



**TUESDAY 10 DECEMBER 2024 AT 7.30 PM
CONFERENCE ROOM 2 - THE FORUM**

Membership

Councillor Adrian England (Chair)	Councillor Robin Bromham
Councillor Simy Dhyani (Vice-Chairman)	Councillor Caroline Smith-Wright
Councillor William Allen	

For further information, please contact Democratic Support or 01442 228209

AGENDA

- 1 MINUTES** (Pages 4 - 5)
To confirm the minutes and decisions from the previous meeting
- 2 APOLOGIES FOR ABSENCE**
To receive any apologies for absence
- 3 DECLARATIONS OF INTEREST**

To receive any declarations of interest

A member with a disclosable pecuniary interest or a personal interest in a matter who attends a meeting of the authority at which the matter is considered -

(i) must disclose the interest at the start of the meeting or when the interest becomes apparent

and, if the interest is a disclosable pecuniary interest, or a personal interest which is also prejudicial

(ii) may not participate in any discussion or vote on the matter (and must withdraw to the public seating area) unless they have been granted a dispensation.

A member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Members' Register of Interests, or is not the subject of a pending notification, must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal and prejudicial interests are defined in Part 2 of the Code of Conduct for Members

[If a member is in any doubt as to whether they have an interest which should be declared they should seek the advice of the Monitoring Officer before the start of the meeting]

4 PUBLIC PARTICIPATION

An opportunity for members of the public to make statements and ask questions in accordance with the rules as to Public Participation

5 REFERRALS TO CABINET

There were no referrals to Cabinet

6 CABINET FORWARD PLAN (Page 6)

7 TREASURY MANAGEMENT MID-YEAR PERFORMANCE REPORT (Pages 7 - 15)

8 SOLAR TOGETHER HERTFORDSHIRE: ROUND THREE (Pages 16 - 23)

9 STRATEGIC RISK REGISTER Q1 & Q2 23/24 UPDATE (Pages 24 - 37)

10 TENANCY AGREEMENT REVIEW (Pages 38 - 83)

11 MAYORAL SERVICE ARRANGEMENTS (Pages 84 - 99)

12 EXCLUSION OF THE PUBLIC

To consider passing a resolution in the following terms:

That, under s.100A (4) of the Local Government Act 1972 Schedule 12A Part 1 as amended by the Local Government (Access to Information) (Variation) Order 2006 the public be excluded during the items in Part 2 of the Agenda for this meeting, because it is likely, in view of the nature of the business to be transacted, that, if members of the public were present during those items, there would be disclosure to them of exempt information relating to the financial and business affairs of the Council and third party companies/organisations.

Local Government Act 1972, Schedule 12A, Part 1, paragraph 3.

13 TOTAL ASSET MANAGEMENT BUSINESS CONTINUITY PLAN (Pages 100 - 148)

Agenda Item 1

MINUTES

CABINET

19th November 2024

Councillors:	Adrian England	Leader of the Council
	William Allen	Portfolio Holder for Corporate and Commercial
	Simi Dhyani	Portfolio Holder for Housing
	Caroline Smith-Wright	Portfolio Holder for Climate & Ecological Emergency
	Robin Bromham	Portfolio Holder for Neighbourhood Services

Officers:	Nigel Howcutt	Chief Finance Officer
	Mark Brookes	Democratic Services Assistant Manager
	Shaj Choudhury	Head of Transformation
	Julie Abbey-Taylor	Head of Investment & Delivery
	Catherine Silva Donayre	Strategic Director Corporate & Contracted Services
	L Fowell	Democratic Services Assistant Manager

The meeting began at 7.30pm

CA/96/24 MINUTES

The minutes of the last meeting were approved.

CA/97/24 APOLOGIES FOR ABSENCE

Apologies were received from Cllr Caroline Smith-Wright

CA/98/24 DECLARATIONS OF INTEREST

There were no declarations of interest.

CA/99/24 PUBLIC PARTICIPATION

There was no public participation.

CA/100/24 REFERRALS TO CABINET

There were no referrals to Cabinet.

CA/101/24 FORWARD PLAN

The Forward Plan was noted. Amendments to be made to officer details, and N Howcutt requested an item be added to the October meeting

CA/102/24 STRATEGIC RISK REGISTER Q4 23/24 UPDATE

Decision

RESOLVED TO RECOMMEND

To approve the Q4 2023-24 update on the Strategic Risk Register.

Advice

Recommendation agreed

For full discussion please see the video minutes.

CA/103/24 TREASURY MANAGEMENT OUTTURN AND PERFORMANCE INDICATORS 2023/24

RESOLVED TO RECOMMEND

That Cabinet recommends to Council acceptance of the report on Treasury Management performance and the Prudential Indicators for 2023/24.

Advice

Recommendation agreed

For full discussion please see the video minutes

CA/104/24 APPOINTMENT OF PRINCIPAL CONTRACTOR FOR PARADISE DEPOT, HEMEL HEMPSTEAD

Decision

Principal Contractor Appointment.

That Cabinet:

1. Approves entering into the JCT Design & Build Contract with Bugler Developments Ltd for the delivery of 56 units and a standalone commercial building at The Hub (Paradise Depot), Hemel Hempstead.
2. Delegates authority to the Assistant Director (Legal & Democratic Services) to execute and complete all legal agreements ancillary to the JCT Design & Build Contract 2016 and/or reasonably required to complete the Project, including (but not limited to):
 - a. all professional appointments;
 - b. collateral warranties; and
 - c. Agreements under
 - S.38, & S.278, of the Highways Act 1980;
 - S.247, Part III of the Town and Country Planning Act 1990;
 - S.104 of the Water Industry Act 1991, and
 - S.50 of the New Roads and Street Works Act 1991.

Advice

Recommendation agreed

For full discussion please see the video minutes.

CABINET FORWARD PLAN

	DATE	MATTERS FOR CONSIDERATION	Decision Making Process	Reports to Monitoring Officer/ S.151 Officer	CONTACT DETAILS	BACKGROUND INFORMATION
	28/01/25	Local Cycle Walking Implementation Plan		09/01/25	James Doe Strategic Director – Place James.doe@dacorum.gov.uk	
	28/01/25	Supported Housing Strategy		09/01/25	Oliver Jackson Head of Housing Operations Oliver.jackson@dacorum.gov.uk	
	28/01/25	Scrutiny Review		09/01/25	Mark Brookes Assistant Director Legal & Democratic Services Mark.brookes@dacorum.gov.uk	
	28/01/25	Shop mobility Review Report		09/01/25	Diane Southam Assistant Director, Place, Communities & Enterprise Diane.southam@dacorum.gov.uk	
	28/01/25	Commissioning & Procurement Standing Orders Review & Update (Procurement Act 2023)		09/01/25	Ben Hosier Head of Commercial Development Ben.hosier@dacorum.gov.uk	
	11/02/25	HRA Business Plan		23/01/25	Hannah Peacock Head of Strategy, Quality & Assurance Hannah.peacock@dacorum.gov.uk	
	11/02/25	Budget		23/01/25	Nigel Howcutt Chief Finance Officer Nigel.howcutt@dacorum.gov.uk	
	18/03/25	Homelessness and Rough Sleeping Strategy		27/02/25	Natasha Beresford – Assistant Director – Housing Operations & Safe Communities Natasha.beresford@dacorum.gov.uk	



Cabinet

Report for:	Cabinet
Title of report:	Treasury Management 2024/25 Mid-Year Performance Report
Date:	10 th December 2024
Report on behalf of:	Cllr William Allen, Portfolio Holder for Corporate and Commercial Services
Part:	I
If Part II, reason:	N/A
Appendices:	Appendix A: Investment portfolio as at 30 September 2024 Appendix B: Link Asset Services counterparty credit list as at 30 September 2024
Background papers:	Cabinet 13 th February 2024 – Treasury Management Strategy (Appendix K to Budget 2024-25 Report)
Glossary of acronyms and any other abbreviations used in this report:	CIPFA-The Chartered Institute of Public Finance and Accountancy MPC- Bank of England Monetary Policy Committee CFR- Capital Financing Requirement GDP- Gross Domestic Product CPI- Consumer Prices Index

Report Author / Responsible Officer	
Report Author: Clare Dempsey, Financial and Regulatory Accounting Manager	
	 Clare.Dempsey@dacorum.gov.uk / 01442 228264 (ext. 2264)
Responsible Officer: Fiona Jump, Head of Financial Services	
	 Fiona.jump@dacorum.gov.uk / 01442 228162 (ext. 2162)

Corporate Priorities	A clean, safe and enjoyable environment Building strong and vibrant communities Ensuring economic growth and prosperity
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	<p>Providing good quality affordable homes, in particular for those most in need</p> <p>Ensuring efficient, effective and modern service delivery</p> <p>Climate and ecological emergency</p>
Wards affected	All
Purpose of the report:	To report upon the mid-year information on Treasury Management performance for 2024/25.
Recommendation (s) to the decision maker (s):	<p>Cabinet recommends to Council acceptance of the 2024/25 Treasury Management performance report.</p> <p>Cabinet recommends to Council to not include balances held in the reserve account as part of investment balances in the short term.</p>
Report Period for post policy/project review:	Regular reports are taken to Members on the Council's Treasury Management performance.

1. Background

1.1 The purpose of this report is to update Cabinet on the performance of this Council's treasury management function during the first half of 2024/25, to the period 30 September 2024.

1.2 Treasury management is defined as:

"The management of the local authority's borrowing, investments and cash flows, its banking, money market and capital market transactions; the effective control of the risks associated with those activities; and the pursuit of optimum performance consistent with those risks."

The Council's Treasury Management team manages the Council's cash-flows in order to strike the optimal balance between the following three elements:

- The liquidity requirements for the Council's day-to-day business;
- Funding the Council's capital programme;
- Investing surplus monies in line with the Treasury Management Strategy.

2. Governance

2.1 This report has been written in accordance with the requirements of the Chartered Institute of Public Finance and Accountancy's (CIPFA) Code of Practice on Treasury Management.

2.2 The Code requires:

- Creation and maintenance of a Treasury Management Policy Statement which sets out the policies and objectives of the Council's treasury management activities;
- Creation and maintenance of treasury management practices setting out the manner in which the Council will seek to achieve those policies and objectives;
- Receipt by Full Council of an annual Treasury Management Strategy Statement - including the Annual Investment Strategy and Minimum Revenue Provision Policy - for the year ahead, a Mid-year Review Report (this report) and an Annual Report (stewardship report) covering during the previous year;
- Delegation by the Council of responsibilities for implementing and monitoring treasury management policies and practices and execution and administration of treasury management decisions;
- This Council nominates Cabinet to be responsible for effective scrutiny of the Treasury Management Strategy, policies and monitoring before recommendation to Full Council.

3. Economic update

3.1 The first half of 2024/25 saw:

- Interest rates fall from 5.25% to 5.00%.
- Gross Domestic Product (GDP) stagnating in July following downwardly revised Q2 figures (0.5% q/q)
- Consumer Prices Index (CPI) inflation hitting its targets in June before increasing to 2.2% in July and August.
- A further easing in wage growth as the headline 3myy rate (including bonuses) fell from 4.6% in June to 4.0% in July.

- 3.2 The Bank of England lowered rates from 5.25% to 5.0% in August. In its September meeting, the bank opted to hold rates at 5.0%, signalling a preference for a more gradual approach to rate cuts.
- 3.3 Below is our treasury advisors, Link Group's, forecast of interest rates. The PWLB rate forecasts below are based on the Certainty Rate (the standard rate minus 20 bps, calculated as gilts plus 80bps) which has been accessible to most authorities since 1st November 2012.

Link Group Interest Rate View		28.05.24								
	Dec-24	Mar-25	Jun-25	Sep-25	Dec-25	Mar-26	Jun-26	Sep-26	Dec-26	Mar-27
BANK RATE	4.50	4.00	3.50	3.25	3.25	3.25	3.25	3.00	3.00	3.00
3 month ave earnings	4.50	4.00	3.50	3.30	3.30	3.30	3.30	3.00	3.00	3.00
6 month ave earnings	4.40	3.90	3.50	3.30	3.30	3.30	3.30	3.10	3.10	3.20
12 month ave earnings	4.30	3.80	3.50	3.40	3.40	3.40	3.40	3.20	3.30	3.40
5 yr PWLB	4.50	4.30	4.10	4.00	3.90	3.90	3.90	3.90	3.90	3.80
10 yr PWLB	4.60	4.40	4.30	4.10	4.10	4.10	4.00	4.00	4.00	3.90
25 yr PWLB	5.00	4.80	4.70	4.50	4.50	4.40	4.40	4.40	4.30	4.30
50 yr PWLB	4.80	4.60	4.50	4.30	4.30	4.20	4.20	4.20	4.10	4.10

4. Treasury Management Strategy Statement and Annual Investment Strategy update

- 4.1 Council approved the 2024/25 Treasury Management Strategy Statement (TMSS) on 13 February 2024.
- 4.2 The Council's Annual Investment Strategy, which is included in the TMSS, outlines the Council's investment priorities as:
- Security of capital;
 - Liquidity;
 - Return on investment.
- 4.3 The Council aims to achieve optimum return on investments within the context of the first 2 priorities. See Appendix A for a breakdown of the Council's investment portfolio, as at 30 September 2024.
- 4.4 Link Asset Services' full counterparty credit list as at 30 September 2024 identifies those organisations where the Council is able to place funds and is shown in Appendix B.
- 4.5 All investments during the first six months of 2024/25 were placed in accordance with the approved strategy.

5. Investment Performance 2024/25

- 5.1 It is the Council's priority to ensure security of capital and liquidity and to obtain a level of return consistent with the Council's risk appetite. In the current economic climate, it is considered appropriate to keep investments short term to cover cash flow needs, but also to seek out best value available in periods up to 12 months with high credit rated financial institutions.
- 5.2 As shown in section 3.3, the latest interest forecast sets out a view that in the short-term interest rates are to steadily decrease, as the Bank of England seeks to manage inflation. The general fund half yearly performance is achieving £1.5m against a budget of £0.5m, a surplus of £1m. On the HRA, half yearly performance is achieving investment income of £0.2m against a budget of £0.1m, a surplus of £0.1m. This favourable return is unlikely to continue in the long-term if interest rates fall as predicted.
- 5.3 The Council held £81.971m of investments as at 30 September 2024 (£88.579m at 31 March 2024). The average investment return for the first six months of the year was 5.14%. In comparison, the Council achieved 4.51% in the first 6 months of 2023/24.

6. Borrowing

The Capital Financing Requirement

6.1 The Council's Capital Financing Requirement (CFR) is the Council's underlying need to borrow for capital purposes and is forecasted to be £379.715M as at 31/03/2025. This includes the fixed interest rate borrowing from the Public Works Loan Board (PWLB) for HRA Self Financing and the General Fund capital expenditure requirements.

Current Borrowing Arrangements

6.2 As a Local Authority, the Council is able to borrow from PWLB, which operates within the Debt Management Office (DMO), an Executive Agency of HM Treasury.

6.3 The PWLB charges interest on loans it issues. Any Council borrowing will be carried out in line with its approved Treasury Management Strategy. If required, the Council can utilise existing cash balances to fund its future capital programme instead of undertaking new external borrowing.

Debt rescheduling

6.4 No debt rescheduling has been undertaken in the current financial year. There may be opportunities in the future, although only prudent and affordable debt rescheduling will be considered.

Compliance with Treasury and Prudential Limits

6.5 The Council has a statutory duty to determine and monitor affordable borrowing limits. During the half year ended 30th September 2024, the Council operated within the treasury and prudential indicators in the Council's Treasury Management Strategy Statement. The Chief Finance Officer envisages no difficulties for the current or future years in complying.

7. The Council's Capital Expenditure (Prudential Indicators)

7.1 Prudential indicators are set yearly as part of the Council's Treasury Management Strategy. They set the annual limits on borrowing and provide a basis for assessing the affordability of financing costs, external debt and capital expenditure.

Prudential Indicators for Capital Expenditure

7.2 The table below shows the revised estimates for capital expenditure and financing with the changes since the capital programme was agreed in February 2024, as at the end of September 2024.

Capital Expenditure by Service	2024/25 Original Budget £M	Revised Forecast as at September 2024 £M
General Fund	10.62	8.638
HRA	60.192	59.683
Total	70.814	68.320
Financed by:		
Capital grants & S106	8.185	11.789
Capital receipts & reserves	34.351	37.101

Revenue	0	0.000
Internal Borrowing General Fund	13.74	0.000
HRA Borrowing	14.538	19.430
Total financing	70.814	68.320

- 7.3 The table below shows the CFR and the expected debt position over the period; termed the 'Operational Boundary'. The changes to the forecast CFR are due to incorporation of the actual Capital Programme outturn position from 2023/24 and slippage and underspends in 2024/2025. It is assumed as per the budget that £14.5m of HRA borrowing will be internal (funded by cash balances rather than borrowing externally), this is usually more cost effective.

	2024/25	2024/25
	Original Estimate £M	Revised Forecast £M
Prudential Indicator – Capital Financing Requirement		
CFR – General Fund	18.587	12.787
CFR – HRA	375.775	366.927
Total CFR	394.361	379.715
Net movement in CFR from 31/03/24	30.41	15.764
Prudential Indicator – External Debt / the Operational Boundary		
Borrowing	345.685	335.907
Other long-term liabilities (leases)	1.188	1.188
Total debt 31 March 2025	346.873	337.095

Prudential Indicator for Borrowing Activity

- 7.4 The key control over treasury activity is a prudential indicator to ensure that, over the medium term, net borrowing (borrowings less investments) will only be for a capital purpose. Gross external borrowing should not, except in the short term, exceed the total of CFR in the preceding year, plus the estimates of any additional CFR for 2024/25 and the next two financial years.
- 7.5 The table highlights that the Council's gross borrowing is forecast to be below its CFR.

	2024/25	2024/25
	Original Estimate £M	Revised Estimate £M
Gross borrowing	345.685	335.907
Plus other long-term liabilities (leases)	1.188	1.188
Less investments	(42.864)	(81.97)
Net borrowing	304.009	255.123
CFR (year-end position)	394.361	379.71

- 7.6 A further prudential indicator controls the overall level of borrowing. This is the Authorised Limit which represents the limit beyond which borrowing is prohibited and needs to be set and revised annually by full Council. It reflects the level of external debt which, while not desired, could be afforded in the short term, but is not sustainable in the longer term. As at 30 September 2024, the Council is forecast to have borrowing and other long-term liabilities of £340.755m at 31/03/2025, which is £89.245m under the authorised limit.

Authorised limit for external debt	2024/25 Original Indicator £M	Current Forecast Debt 31/03/2025 £M
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Borrowing	420.000	339.567
Other long-term liabilities	10.000	1.188
Total	430.000	340.755

8. Options and alternatives considered

None. A mid- year treasury management review is a statutory requirement.

9. Consultation

The Council liaises with Link Asset Services, its Treasury advisors.

10. Financial and value for money implications:

In accordance with the CIPFA Treasury Management in the Public Services Code of Practice, the order of the Council's investment priorities is 1. Security; 2. Liquidity; and, 3. Return. This may result in the Council achieving a lower rate of return than an organisation operating a more aggressive investment strategy in a less regulated sector.

11. Legal Implications:

There are no direct legal implications arising from this report.

12. Risk implications:

A prudent approach to investment is required to minimise the risk to the Council of investment losses, as outlined in the Council's Treasury Management Strategy 2024/25. This report provides an update on the delivery of that strategy.

13. Equalities, Community Impact and Human Rights:

A Community Impact Assessment is not required. There are no Human Rights Implications.

14. Sustainability Implications (including climate change, health and wellbeing, community safety):

None arising directly from the report.

15. Council infrastructure (including Health and Safety, HR/OD, assets and other resources):

None arising directly from the report

16. Statutory Comments

Monitoring Officer:

No further comments to add to the report.

Deputy S151 Officer:

This is a Deputy S151 Officer report. Comments are contained within the body of the report.



17. Conclusion:

The Treasury Management Mid-Year Report provides an update of the Council's 2024/25 treasury activities and highlights compliance with policies previously approved by Members. Its approval is required for the Council to meet its statutory obligations in respect of Treasury Management activities.

Borrower	Deposit Type	Principal	Date Lent	Date Repayable	Interest Rate	Duration (Days)	Approved Duration	DBC Limit(M)
National Westminster Bank PLC (RFB)	Call Account	1,221,231	30/09/2024	01/10/2024	3.25	1	12 months	14.5
BlackRock MMF	MMF	1,750,000	30/09/2024	01/10/2024	4.90	1	100 days	9.0
Goldman Sachs MMF	MMF	9,000,000	30/09/2024	01/10/2024	4.92	1	100 days	9.0
Insight Liquidity MMF	MMF	9,000,000	30/09/2024	01/10/2024	4.99	1	100 days	9.0
National Westminster Bank PLC (RFB)	Investment	6,000,000	17/10/2023	16/10/2024	5.57	365	12 months	14.5
Debt Management Office	Investment	10,000,000	01/05/2024	17/10/2024	5.15	169	60 months	n/a
National Westminster Bank PLC (RFB)	Investment	2,000,000	08/05/2024	08/05/2025	5.13	365	12 months	14.5
National Westminster Bank PLC (RFB)	Investment	3,000,000	15/05/2024	15/05/2025	5.10	365	12 months	14.5
Lloyds Bank Plc (RFB)	Investment	2,000,000	28/05/2024	22/11/2024	5.25	178	6 months	11.0
Debt Management Office	Investment	9,000,000	01/07/2024	15/11/2024	5.10	137	60 months	n/a
Debt Management Office	Investment	2,000,000	09/07/2024	19/12/2024	5.03	163	60 months	n/a
Debt Management Office	Investment	2,500,000	10/07/2024	16/12/2024	5.03	159	60 months	n/a
Debt Management Office	Investment	4,000,000	17/07/2024	17/01/2025	5.03	184	60 months	n/a
Debt Management Office	Investment	1,500,000	06/08/2024	17/01/2025	4.80	164	60 months	n/a
Debt Management Office	Investment	3,000,000	15/08/2024	25/10/2024	4.92	71	60 months	n/a
Debt Management Office	Investment	4,500,000	21/08/2024	17/01/2025	4.82	149	60 months	n/a
Debt Management Office	Investment	1,500,000	02/09/2024	04/10/2024	4.93	32	60 months	n/a
Debt Management Office	Investment	3,000,000	10/09/2024	19/11/2024	4.89	70	60 months	n/a
Debt Management Office	Investment	2,000,000	13/09/2024	25/10/2024	4.91	42	60 months	n/a
Debt Management Office	Investment	3,000,000	16/09/2024	16/12/2024	4.79	91	60 months	n/a
Leeds Building Society	Investment	2,000,000	17/09/2024	18/10/2024	4.89	31	100 days	9.0

Country	Counterparty	Approved Duration	DBC Limit (M)
U.K	Al Rayan Bank Plc	6 months	11
U.K	Bank of Scotland PLC (RFB)	6 months	11
U.K	Barclays Bank PLC (NRFB)	6 months	11
U.K	Barclays Bank UK PLC (RFB)	6 months	11
U.K	Clydesdale Bank PLC	6 months	11
U.K	Goldman Sachs International Bank	6 months	11
U.K	Handelsbanken Plc	12 months	12.5
U.K	HSBC Bank PLC (NRFB)	12 months	12.5
U.K	HSBC UK Bank Plc (RFB)	12 months	12.5
U.K	Lloyds Bank Corporate Markets Plc (NRFB)	6 months	11
U.K	Lloyds Bank Plc (RFB)	6 months	11
U.K	National Bank Of Kuwait (International) PLC	6 months	11
U.K	NatWest Markets Plc (NRFB)	6 months	11
U.K	Santander Financial Services plc (NRFB)	6 months	11
U.K	Santander UK plc	6 months	11
U.K	SMBC Bank International Plc	6 months	11
U.K	Standard Chartered Bank	12 months	12.5
U.K	Coventry Building Society	100 days	9
U.K	Leeds Building Society	100 days	9
U.K	Nationwide Building Society	6 months	11
U.K	Skipton Building Society	6 months	11
U.K	Yorkshire Building Society	6 months	11
U.K	National Westminster Bank PLC (RFB)	12 months	14.5
U.K	The Royal Bank of Scotland Plc (RFB)	12 months	14.5



Report for:	Cabinet
Title of report:	Solar Together Hertfordshire: Round Three
Date:	10/12/2024
Report on behalf of:	Councillor Caroline Smith-Wright, Portfolio Holder for People and Transformation and Climate and Ecological Emergency
Part:	I
If Part II, reason:	N/A
Appendices:	
Background papers:	<ol style="list-style-type: none"> Solar Together cover report to HCCSP End of Scheme Report 2023/24
Glossary of acronyms and any other abbreviations used in this report:	<p>CEE – Climate and Ecological Emergency</p> <p>DBC – DBC</p> <p>HCCSP – Hertfordshire Climate Change and Sustainability Partnership</p> <p>HGC – Hemel Garden Communities</p> <p>SLT – Strategic Leadership Team</p>
Report Author / Responsible Officer	
Aidan Wilkie, Strategic Director People and Transformation	
 	
Aidan.wilkie@dacorum.gov.uk / 01442 228569 (ext. 2569)	
Corporate Priorities	<ul style="list-style-type: none"> Sustainable future: Take action on the Climate and Ecological Emergency Homes to be proud of: Enable well-maintained and affordable homes, where people want to live
Wards affected	ALL
Purpose of the report:	To inform Cabinet of Solar Together Hertfordshire and seek approval to progress with the third cohort.
Recommendation(s) to the decision maker(s):	That Cabinet approves progression with the third round of Solar Together Hertfordshire bulk-buy scheme in current contract with iChoosr.
Period for post policy/project review:	12 months

1 Introduction/Background

- 1.1 In 2022, The Council entered a 4-year contract with the scheme provider (iChoosr) to proceed with the delivery of Hertfordshire-wide 'Solar Bulk Buy Scheme'. The scheme enables Hertfordshire local authorities to assist residents to benefit from a solar bulk-buy scheme. It allows homeowners to purchase solar PV panels at a discounted market rate and accelerate delivery of the respective Local Authority's carbon emissions targets.
- 1.2 The Council leads on this, due to the contractual relationship with iChoosr. Memorandums of Understanding are in place between the Council and the respective HCCSP partner authorities. Dacorum engages with partner authorities through HCCSP.
- 1.3 In June 2023, HCCSP members were presented with an initial evaluation of the Autumn 2022 cohort, along with information for how partner authorities could join an Autumn 2023 cohort.
- 1.4 All 10 district and borough councils in Hertfordshire agreed to participate in the Autumn 2023 cohort.
- 1.5 The End of Project Report 2023/24 details the impact of Solar Together on Hertfordshire, breaking down engagement and impact by district and by building use (domestic or commercial).
- 1.6 In summary, Solar Together Hertfordshire 2023/24 was considered a success, although not with such significant installations as the first cohort (this pattern reflected national trends).
- 1.7 Solar Together Hertfordshire 2023/24 has delivered a total of 5,434 registrations, from 100,899 letters sent, leading to a total of 537 household installations. The price achieved for the average 14-panel system in Solar Together Hertfordshire 2023 was a 36% discount on the typical market price for an equivalent system at that time.
- 1.8 89% of participants across the scheme opted to add a battery to their solar panel installation. This indicates a high appetite for battery storage and an increasing resident focus on self-consumption.
- 1.9 Approximately 60% of those progressing to installation heard about the scheme via the direct mail system, which uses MOSAIC data to target residents most likely to sign up. For the proposed Cohort 3, this has been refined to omit four specific profiles where data shows uptake has historically been lower.
- 1.10 The Solar Together Hertfordshire 2023/24 scheme delivered total private resident investment in renewables of £4,579,105, with an estimated delivery of 10,435 tonnes of carbon reduction over 25 years.
- 1.11 The combined Solar Together Hertfordshire schemes (cohorts 1 and 2) have delivered 1,665 installations across the county, resulting in 6.2 MW installed capacity, and over £17 million in private resident investment in renewables.
- 1.12 Due to the reduced demand for solar PV demonstrated in the second cohort compared to the 2022 cohort, Hemel Garden Communities and the Council have delayed initiating the third and final cohort until Q1 2025. This is the last possible time to commence a full round within the current contract period.

2 Key Issues/proposals/main body of the report:

- 2.1 Responsibility for the remainder of the Solar Together Hertfordshire contract has moved from Hemel Garden Communities to the CEE team. This is to increase capacity in HGC to focus on strategic planning concerns. iChoosr deliver the scheme with supportive administration from the Council.

2.2 Subject to all necessary internal approvals, the CEE team has confirmed willingness to progress a Q1 2025 cohort and all HCCSP partners authorities confirmed interest in participation.

3 Options and alternatives considered:

3.1 To approve progression with third cohort of Solar Together Hertfordshire. Recommended option.

3.2 To reject progression to third cohort of Solar Together Hertfordshire. Implications include missing final opportunity in iChoosr contract; reputational damage amongst HCCSP partners; reduced decarbonisation investment across the county.

4 Consultation

4.1 SLT was consulted and supported progressing with the third round.

4.2 The CEE Portfolio Holder was consulted on this decision and approved.

4.3 HCCSP was made aware of the proposals in this report, and interest in taking part in the third round was secured in writing from representatives from all Hertfordshire districts.

4.4 HGC Board approved change of responsibility to the CEE team at the Council.

5 Financial and value for money implications:

5.1 The cost of the direct mailshot to 100,000 households across Hertfordshire is approximately £40k. This will be paid from the CEE team cost centre, which is forecast in the financial year.

5.2 iChoosr expects to receive a fee from the winning Supplier for each Resident that accepts the winning Supplier's offer and enters into a contract with them. iChoosr will share this fee with the Council, by paying a Commission. The Council receives a higher fee for all installations once a volume tier has been reached, per the table below. Storage-only installations are a fixed-rate of £30 per installation.

From	To	Fee Per Install
0	100	£30.00
101	200	£45.00
201	300	£60.00
301		£75.00

6 Legal Implications

Compliance with the contract with iChoosr. All Memorandums of Understanding with other Hertfordshire districts are in force for the duration of the contract.

7 Risk implications:

7.1 There is a risk that the CEE team does not make back the money it pays for the direct mailshot. The current estimate is approximately £40k, from the CEE team cost centre. A direct mailshot is the best way to secure interest in the scheme from residents.

- 7.2 In previous rounds, the contract has returned the initial investment in full and delivered a small additional return.
- 7.3 If the Council does not proceed, there would be significant reputational risk with other Hertfordshire districts who are relying on the Council to proceed.

8 Equalities, Community Impact and Human Rights:

- 8.1 Community Impact Assessment has been undertaken and is annexed.
- 8.2 Human Rights – there are no Human Rights Implications arising from this report.

9 Sustainability implications (including climate change, health and wellbeing, community safety)

- 9.1 There are significant positive sustainability implications. The Solar Together Hertfordshire programme will remove future carbon emissions from expected domestic energy consumption thanks to new solar panel arrays expected to last 25 years. Over the two previous schemes, over 19,000 tonnes of carbon dioxide equivalent emissions have been saved.
- 9.2 This project helps mitigate fuel poverty concerns by reducing electricity bills (by varying degrees – this depends on the household and the size of the solar installation).

10 Council infrastructure (including Health and Safety, HR/OD, assets and other resources)

There is no impact on the Council's infrastructure.

11 Statutory Comments

Monitoring Officer:

There is an existing contract in place with iChoosr to 2026 which will regulate the agreement to proceed so no further contract is required to progress subject to Cabinet agreement.

S151 Officer:

The cost of the communications to residents will be funded from existing approved budgets, and any commission received will be accounted for per the standard financial regulations and processes.

12 Conclusions:

- 12.1 That members recognise the change in responsibility for Solar Together Hertfordshire administration from HGC to the CEE team.
- 12.2 That members support the recommendation to proceed with the third round of Solar Together Hertfordshire.

Dacorum BC Community Impact Assessment (CIA) Template

Policy / service / decision

Decision to proceed with third round of Solar Together Hertfordshire 2024/25

Description of what is being impact assessed

What are the aims of the service, proposal, project? What outcomes do you want to achieve? What are the reasons for the proposal or change? Do you need to reference/consider any related projects?

Stakeholders; Who will be affected? Which protected characteristics is it most relevant to? Consider the public, service users, partners, staff, Members, etc

It is advisable to involve at least one colleague in the preparation of the assessment, dependent on likely level of impact

The aim of the proposal is to increase the number of private households across Hertfordshire with solar panels and battery storage. The desired outcomes of the proposal include a reduction in carbon emissions and energy bills for households which proceed to installation. The reason for proposal is to progress towards Dacorum and Hertfordshire climate targets.

People affected include households who take part in the scheme; the CEE team at Dacorum who will administer the project and the commission with iChoosr, the managing agent.

There is no obvious protected characteristic Solar Together Hertfordshire is relevant to.

Evidence

What data/information have you used to assess how this policy/service/decision might impact on protected groups?

(include relevant national/local data, research, monitoring information, service user feedback, complaints, audits, consultations, CIAs from other projects or other local authorities, etc.). You should include such information in a proportionate manner to reflect the level of impact of the policy/service/decision.

This proposal is a continuation of the existing Solar Together Hertfordshire scheme. There are existing Memorandums of Understanding with all Hertfordshire districts.

The previous two rounds of Solar Together Hertfordshire produced end-of-scheme reports which indicated high customer satisfaction.

Who have you consulted with to assess possible impact on protected groups? *If you have not consulted other people, please explain why? You should include such information in a proportionate manner to reflect the level of impact of the policy/service/decision.*

I have consulted with Hemel Garden Communities, the previous administrator of the Solar Together Hertfordshire scheme, and Hertfordshire Climate Change and Sustainability Partnership, the countywide forum for sustainability matters.

Analysis of impact on protected groups (and others)

The Public Sector Equality Duty requires Dacorum BC to eliminate discrimination, advance equality of opportunity and foster good relations with protected groups. Consider how this policy/service/decision will achieve these aims. Using the table below, detail what considerations and potential impacts against each of these using the evidence that you have collated and your own understanding. Based on this information, make an assessment of the likely outcome, **before** you have implemented any mitigation.

- The PCs of Marriage and Civil Partnership and Pregnancy and Maternity should be added if their inclusion is relevant for impact assessment.
- Use “insert below” menu layout option to insert extra rows where relevant (e.g. extra rows for different impairments within Disability).

Summary of impact		Negative impact / outcome	Neutral impact / outcome	Positive impact / outcome
Protected group	What do you know? What do people tell you? Summary of data and feedback about service users and the wider community/public. Who uses / will use the service? Who doesn't / can't and why? Feedback/complaints?			
Age		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disability (physical, intellectual, mental)	Refer to CIA Guidance Notes and Mental Illness & Learning Disability Guide	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Race and ethnicity		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Religion or belief		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sex		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual orientation		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Not protected characteristics but consider other factors, e.g. carers, care leavers, veterans, homeless, low income, loneliness, rurality etc.	The Solar Together Hertfordshire scheme does provide access to discounted installations through bulk-purchase. The scheme is oriented towards those “able to pay” for the installation of solar panels. There is no detrimental impact to those on low income.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Negative impacts / outcomes action plan				
Where you have ascertained that there will potentially be negative impacts / outcomes, you are required to mitigate the impact of these. Please detail below the actions that you intend to take.				
Action taken/to be taken <i>(copy & paste the negative impact / outcome then detail action)</i>	Date	Person responsible	Action complete	
N/A	Select date	N/A	<input type="checkbox"/>	

If negative impacts / outcomes remain, please provide an explanation below.

N/A

Completed by (all involved in CIA)

Oliver Burrough

Date

02/12/2024

Signed off by

Aidan Wilkie

Date

02/12/2024



Entered onto CIA database - date

To be reviewed by (officer name)

Review date



Report for:	Cabinet Report
Title of report:	Strategic Risk Register Q2 2024/25
Date:	10 th December 2024
Report on behalf of:	Councillor William Allen, Portfolio Holder for Corporate and Commercial Services
Part:	I
If Part II, reason:	
Appendices:	Appendix A- Strategic Risk Register Update Q2 2024/25 Appendix B- Risk scoring methodology
Background papers:	Audit Committee November 2024 Strategic Risk Register Update Q1 - Q2 2024-25
Glossary of acronyms and any other abbreviations used in this report and appendices:	CEE- Climate and Ecological Emergency CLT- Corporate Leadership Team HRA – Housing Revenue Account. The Council’s Housing Landlord function. HTIP- Housing Transformation and Improvement Programme. A review of operational practices within the Housing service. SLT- Strategic Leadership Team. VCS- Voluntary and Community Sector. VFM- Value for Money.

<p>Report Author / Responsible Officer</p> <p>Nigel Howcutt, Chief Finance Officer</p> <p> </p> <p>Nigel.Howcutt@dacorum.gov.uk / 01442 228662 (ext. 2662)</p>

Corporate Priorities	Ensuring efficient, effective and modern service delivery
Wards affected	All

Purpose of the report:	To provide committee with an update against the risks identified in the Council's Strategic Risk Register as at Q2 2024/25.
Recommendation to the decision maker:	1. To provide comments and feedback on the report for consideration by Cabinet when they review the Q2 2024/25 update on the Strategic Risk Register.
Period for post policy/project review:	An update on the Council's Strategic Risk Register is provided to Audit Committee and Cabinet on a quarterly basis.

1 Background

Robust risk management supports the delivery of the Council's corporate plan objectives. The Council has a legal obligation to ensure that it has sound risk management arrangements in place.

A review of the significant strategic risks impacting the delivery of the Council's six key corporate plan priorities was undertaken during 2022-23. This review involved Members, the Strategic Leadership Team (SLT), and Corporate Leadership Team (CLT) and the Council's internal auditors. A revised set of strategic risks were produced as follows, to be reported on from quarter 4, 2022-23:

Risk	Risk Owner
Failure to ensure compliance with statutory and legislative requirements.	Chief Executive
Failure to work with Strategic Partners to deliver Corporate priorities	Chief Executive
The Council is subject to a successful cyber- attack and/ or data breach.	Strategic Director (People and Transformation)
We are unable to deliver effective services to residents due to an inability to retain and recruit sufficient competent and skilled resources.	Strategic Director (People and Transformation)
We do not plan in or deliver action early enough to ensure achievement of the CEE statement.	Strategic Director (People and Transformation)
Inability to manage and deliver safe and good quality affordable homes	Strategic Director (Housing and Property)
Weakening of the Council's Financial Resilience.	Strategic Director (Corporate and Commercial Services) / Chief Finance Officer
Failure to Deliver Place Shaping and Regeneration ambitions.	Strategic Director (Place)

Each risk is owned by a member of the Council's Strategic Leadership Team. Each quarter, they will provide an assessment of the current likelihood and impact/ consequence associated with each risk, together with narrative context. This is explained further below.

As of quarter 3 2024/25 a revised set of corporate plan priorities have been approved by council. As a result the strategic risks will be reviewed again during the last quarter of 2024/25 to ensure alignment between strategic risk and corporate plan priorities.

2 Strategic Risk Register Update Q2 2024-25

Appendix A provides a detailed update on the Council's strategic risks as at Q2 2024/25.

Between Q4 2023/24 (the last reported period) and Q2 2024/25, there have been no movements in the current risk score for any of the Council's strategic risks.

3 Risk scoring and current risk status

Appendix B provides an explanation of the scoring system used by the Council to provide a numerical assessment of the status of each strategic risk.

The Council uses a 4x4 risk scoring matrix. The likelihood that a risk will occur is scored from 1 to 4 (1 being very unlikely, 4 being almost certain). Likewise, the impact/ consequence of a risk is also scored from 1 to 4, (1 being low impact, 4 being significant impact). Both scores are then multiplied together to give an overall score.

For example: likelihood (4) x impact (4) gives an overall risk score of 16.

An overall risk score of 1 indicates low likelihood/ impact of a risk; a score of 16 indicates high likelihood/ impact of a risk.

The Council provides an assessment of three different types of risk score:

- 1) Inherent risk score. This is the risk score if no controls to manage the risk impact or likelihood were in place. It is expected that the inherent score would be relatively high for all strategic risks.
- 2) Target risk score or risk appetite score. This is the risk score that this organisation is prepared to accept, to be achieved by the controls that the Council puts in place to manage the impact and likelihood of each risk.
- 3) Current risk score. This is the risk score that gives an assessment of the current position.

4 Revised Corporate Plan and associated updates to the Council's associated strategic risks.

Cabinet approved a revised Corporate Plan for the Council during October 2024. An organisation's strategic risks link directly to its corporate plan priorities. The identification and formal adoption of the Council's revised strategic risks will now be undertaken. The Council will be supported through this process by its internal auditors TIAA.

5 Financial and value for money implications:

Proper risk management arrangements support delivery of value for money and helps secure the Council's financial resources.

6 Legal Implications

The Council is required by law to make proper risk management arrangements.

7 Risk implications:

Contained in the body of the report.

8 Equalities, Community Impact and Human Rights

None arising directly from the report.

9 Sustainability implications (including climate change, health and wellbeing, community safety)

None arising directly from the report.

10 Council infrastructure (including Health and Safety, HR/OD, assets and other resources)

None arising directly from the report.

11. Statutory Comments

Monitoring Officer:

No further comments to add to the report.

Deputy S151 Officer:

This is a Deputy S151 Officer report. Comments are contained within the body of the report.

11 Conclusion

This report provides an update on the Council's Strategic Register as at Q2 2024/25.

Dacorum Borough Council Strategic Risk Register Quarter 2 2024/25

Risk	Narrative update
<p>Failure to ensure compliance with statutory and legislative requirements.</p> <p>Page 29</p>	<p>Risk owner- Claire Hamilton</p> <p>Inherent risk likelihood 4; inherent risk consequence/ impact 4. Overall inherent risk score is 16.</p> <p>Target risk likelihood 1; target risk consequence/ impact 2. Overall target risk score is 2.</p> <p>Actual Risk Score; Impact 2 likelihood 2. Overall Qtr 2 risk score is 4. (GREEN)</p> <ul style="list-style-type: none"> • Robust programme of internal and external audit assessment. Findings of these programmes supporting legal compliance on areas of Council activity. • Quarterly audit actions report comes to SLT. • Review of Council statutory responsibilities has been fed into the annual service planning process. • Housing Transformation & Improvement Programme (HTIP) underway. Favourable outcomes achieved and improvement programme still progressing. Target Operating Model in final stages of development. • Preparation for Regulator of Social Housing Inspection is underway. Self-assessment being completed and independent support on requirements is being commissioned. • Monthly report on GF and HRA compliance presented to SLT. • Monthly H&S Chief Executive briefing by Head of Corporate H&S and Resilience takes place. • Formal Statutory Officer meeting takes place on a monthly basis. • Dacorum Assurance Framework is nearing completion. • SLT meeting takes place weekly– attended by all Statutory Officers or their deputies. • Chief Executive and senior officers attend briefings on statutory requirements and changes in legislation. Legislative requirements in relation to the Elections Act 2022 are being met and monitored through meetings with the Monitoring Officer and Chief Executive.
<p>Failure to work with Strategic Partners to deliver Corporate priorities</p>	<p>Risk owner- Claire Hamilton</p> <p>Inherent risk likelihood 3; inherent risk consequence/ impact 4. Overall inherent risk score is 12.</p> <p>Target risk likelihood 2; target risk consequence/ impact 2. Overall target risk score is 4.</p>

Risk	Narrative update
	<p>Actual Risk Score; Impact 2 likelihood 2. Overall Qtr 2 risk score is 4. (GREEN)</p> <ul style="list-style-type: none"> • Key joint working groups established and operating (e.g. Hemel Place Board, SW Herts Joint Strategic Partnership, Hemel Garden Communities Board). • Key Delivery Partnerships have the appropriate strategic and operational governance boards in place to monitor delivery. • Hertfordshire wide delivery groups are supported and monitored. • Strategic partners are assigned lead officers for relationship management and communications. • Senior officers liaise with Government departments and agencies in relation to the Council's strategic plans and activity. Meetings with DLUHC and Home Office officials have been held and preparations are underway for future visits from Government departments in 2024. • Hemel Health Campus project has been launched and a project team with health partners has been established. • Strategic Partners are engaged in the production of new strategies and plans for Dacorum, such as the new Housing Strategy. • CVS Grant funding proposals are being implemented following Cabinet approval.
<p>Ability to manage and deliver safe and good quality affordable homes</p>	<p>Risk owner- Darren Welsh</p> <p>Inherent risk likelihood 4; inherent risk consequence/ impact 4. Overall inherent risk score is 16.</p> <p>Target risk likelihood 2; target risk consequence/ impact 4. Overall target risk score is 8.</p> <p>Actual Risk Score; Impact 4 likelihood 2. Overall Qtr 4 risk score is 8. (AMBER)</p> <ul style="list-style-type: none"> • The Housing Revenue Account Business Plan has been reviewed, in consultation with residents, as part of the Council's financial budget setting cycle and refresh of the Council's Medium Term Financial Plan. • In January 2024, Cabinet approved the new Housing Strategy for 2024-29 and it also approved the Repairs and Maintenance Recommissioning Strategy. • In February 2024, Cabinet approved the Council's Building Safety Policy for its Council housing stock, the HRA Business Plan for 2024, and the interim Housing Asset Management Strategy. • Compliance reporting on health and safety management is reviewed by the Council's Senior Leadership Team on a monthly basis. • Quarterly performance reports to the Housing and Community Overview and Scrutiny Committee have been reviewed to provide more information on customer insight and service improvement actions. • In March 2024, the Regulator of Social Housing announced that the Council would be in Wave 1 of Council housing inspections in 2024, with the inspection to commence in April 2024.

Risk	Narrative update
<p data-bbox="91 576 331 715">Failure to Deliver Place Shaping and Regeneration ambitions.</p> <p data-bbox="91 730 136 890">Page 31</p>	<p data-bbox="360 177 651 204">Risk owner- James Doe</p> <p data-bbox="360 248 1128 312">Inherent risk likelihood 3; inherent risk consequence/ impact 4. Overall inherent risk score is 12.</p> <p data-bbox="360 357 1070 421">Target risk likelihood 2; target risk consequence/ impact 2. Overall target risk score is 4.</p> <p data-bbox="360 466 846 529">Actual Risk Score; Impact 3 likelihood 2. Overall Qtr 2 risk score is 6. (AMBER)</p> <ul data-bbox="421 612 2123 1474" style="list-style-type: none"> • Local Plan to 2041 approved at October Council and Regulation 19 publication commenced – risk reduced on this project since last quarter. • Following the General Election in 2024, changes to national planning policy/legislation • UKSPF Investment Plan of £1.763m progressing; some projects have been reassigned to ensure full retention and spend of the funds. The majority of funding has been allocated with ongoing discussions regarding the remaining allocation. • Work underway to develop the first draft Hemel Place Strategy. The plan is to have this approved by end of March and aligned to other strategies being developed in Place, Communities and Enterprise. • Hemel Town Centre Vision approved by Cabinet 18 July 23; currently handling major investment enquiries. Delivery plans for the priorities sites to be prepared by Q1 25/26. • Some delays in respect of the Hemel Health Campus project. The PID has been agreed, MOU to be agreed and signed by Q3 24/25. Procurement being prepared to secure the Design Team and EA/PM. • Hemel Place Board continues to meet; Next meeting scheduled for Q3 24/24 (05/12/24). • Corporate Place Board continuing to progress the Chiltern Beechwoods Mitigation Strategy and roll-out of e-bikes for Hemel Hempstead. Corporate SANG group formed to deliver new SANG on Council-owned sites. • Dacorum Local Cycling and Walking Infrastructure Plan being developed with Herts CC and consultation closed 26 Feb 24, plan now progressing for completion by mid-2025. • Sustainable Transport Plans for Berkhamsted and Tring, and Hemel Hempstead finalised and published as part of the evidence for the Local Plan to 2041 Regulation 19 publication. • Berkhamsted and Tring Town Councils taking the lead on respective place strategies with support from DBC. • Review of town centre assets through Strategic Asset Review has been undertaken. • Draft scoping paper prepared for the new Dacorum Investment Framework to facilitate inward investment. Target for completion early 2025 • Infrastructure Delivery Plan being kept up to date to support Local Plan – work ongoing with HCC fully engaged; work on track.

Risk	Narrative update
	<ul style="list-style-type: none"> • Work continues on revising CIL spend and governance. • The Maylands Masterplan has been prepared and approved by Cabinet in October 2024. • Attendance for UKREiiF in Leeds, May 2025, confirmed as part of wider Hertfordshire delegation. • Hemel Garden Communities programme continuing well with work with major landowner to commencing initial planning work in Q1 2024/25. Work programme focused on supporting evidence for both Dacorum and St Albans Local Plans. • Continual partner liaison with The Crown Estate over the HGC plans and working with it to support planning proposals for the first phases of the development at East Hemel mainly in the St Albans district. • VCS recommissioning proposals agreed by Cabinet, now in place with new SLAs agree with four key VCS delivery partners. • Regeneration proposals to follow Strategic Asset Review, currently being procured, to involve General Fund and HRA assets with view to place making. Implementation of outcomes likely to be progressed from Q1 25/26 • Long lease at Riverside shopping centre has been reassigned. Further discussions needed to enable development plans to be considered. • All recruitment to Place Communities and Enterprise Heads of Service Posts now complete. • Long term planning for SW Herts through the Joint Strategic Plan is moving towards strategic growth location selection by members during Q4 and Q1 of 24/25
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Page 32</p> <p>The Council is subject to a successful cyber-attack and/ or data breach.</p>	<p>Risk owner- Aidan Wilkie</p> <p>Inherent risk likelihood 4; inherent risk consequence/ impact 4. Overall inherent risk score is 16.</p> <p>Target risk likelihood 2; target risk consequence/ impact 2. Overall target risk score is 4.</p> <p>Actual Risk Score; Impact 3 likelihood 2. Overall Qtr 2 risk score is 6. (AMBER)</p> <ul style="list-style-type: none"> • We have successfully secured PSN accreditation. • We are working towards cyber essentials + accreditation with a view to securing it in the summer. • We have run a Council wide cyber resilience exercise which will form the basis of cross-Council improvements. • All staff and councillors have undertaken cyber related training. • We have updated our patching and update processes to ensure these are always done the most timely and efficient manner
<p>We are unable to deliver effective services to residents due to an</p>	<p>Risk owner- Aidan Wilkie</p> <p>Inherent risk likelihood 4; inherent risk consequence/ impact 4. Overall inherent risk score is 16.</p>

Risk	Narrative update
<p>inability to retain and recruit sufficient competent and skilled resources.</p>	<p>Target risk likelihood 2; target risk consequence/ impact 2. Overall target risk score is 4.</p> <p>Actual Risk Score; Impact 2 likelihood 2. Overall Qtr 2 risk score is 4. (GREEN)</p> <ul style="list-style-type: none"> • Turnover and vacancy rate data have improved significantly despite the market remaining challenging. • Evidence that the market forces policy is helping to tackle longstanding recruitment challenges e.g. Planning. • Work programme in place to improve Dacorum offer and branding. • Starting to look at alternative banding/ pay approaches for specialist roles
<p>We do not plan in or deliver action early enough to ensure achievement of the CEE statement.</p>	<p>Risk owner- Aidan Wilkie</p> <p>Inherent risk likelihood 4; inherent risk consequence/ impact 4. Overall inherent risk score is 16.</p> <p>Target risk likelihood 2; target risk consequence/ impact 2. Overall target risk score is 4.</p> <p>Actual Risk Score; Impact 2 likelihood 2. Overall Qtr 2 risk score is 4. (GREEN)</p> <ul style="list-style-type: none"> • We now have an agreed programme of work, governance and impact/ monitoring approach. • Key delivery risks are identified and work prioritised; • Fleet and housing decarbonisation remain big challenges but big steps forward have been made on both. The latter is a nationwide challenge. • Finance colleagues have helped secure a £1.16m fund to help progress our programme/ augment it with additional activity – we have developed a proposed programme of spend which we will take through the clearance protocols;
<p>Weakening of the Council's Financial resilience</p>	<p>Risk owners- Nigel Howcutt/ Catherine Silva Donyare</p> <p>There has been no change in the risk score quarter on quarter.</p> <p>Inherent risk likelihood 4; inherent risk consequence/ impact 4. Overall inherent risk score is 16.</p> <p>Target risk likelihood 2; target risk consequence/ impact 3. Overall target risk score is 6.</p>

Risk	Narrative update
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Page 34</p>	<p>Actual Risk Score; Impact 2 likelihood 2. Overall Qtr 2 risk score is 4.</p> <ul style="list-style-type: none"> • During 2023/24 the in-year financial projections for the general fund have projected an overall surplus in comparison to approved budgets, and at year end the projected surplus was crystallized. • The General fund short term financial position looks strong given the increased performance of cash investments. This has come about due to slippage in the capital spend programme increasing cash balances, and higher and more sustained levels of interest rates than previously forecasted. • In addition to this the 2024 Medium Term financial Strategy (MTFS) and 2024/25 budget has been approved by cabinet and is projecting a balanced budget position for 24/25. A total unidentified savings requirement of £2.1m is remaining to be achieved over the MTFS period. • The level of reserves at the end of 23/24 are expected to exceed reserve levels achieved in recent years and feel appropriate to support any short and medium term difficulties that could arise. • The HRA financial projections worsened in quarter 4 of 22/23 and the financial pressures within the service have maintained throughout 2023/24 with a year-end pressure supported by reserve draw downs for 23/24. • The HRA is impacted significantly by inflationary cost pressures and increased demand relating to repairs and maintenance. The HRA is being closely monitored and mitigation measures are being implemented and assessed as the impact of wider inflationary cost pressures has a greater impact on the housing service than the general fund. • In terms of medium term financial sustainability, the HRA 30 year business plan has been approved by cabinet and details how the HRA plans to ensure it is both affordable and sustainable in the medium term. <p>Mitigations/Actions importance.</p> <ol style="list-style-type: none"> 1. Delivering to budget in year. 2. Approval of a sustainable and achievable MTFS 3. Approval of a balanced budget for the next financial year.

Risk Scoring Methodology

Impact Score

The following descriptions and definitions of impact are indicative and not exhaustive. They are a guide to assist you in assessing the impact of the risk **should** it occur.

Description	Factor	Score
<ul style="list-style-type: none"> Brief disruption of service area – up to 1 day No or insignificant environmental damage Financial loss < £5,000 Minor injury (first aid treatment) to an individual or several people Complaint from member of public Litigation/claims/fines up to £5,000 No reputational damage – little or no local press interest 	Minor	1
<ul style="list-style-type: none"> Service disruption 2-3 days Adverse effect on services in one or more areas for a period of several weeks Financial loss < £25,000 Adverse local publicity Significant injury to an individual or several people – medical treatment required Litigation/claims/fines up to £25,000 	Significant	2
<ul style="list-style-type: none"> Service disruption 3-5 days Complete loss of service area for 3-5 days Financial loss up to £50,000 Adverse publicity in professional/municipal press Adverse local publicity of a persistent nature Major injury to an individual or several people Litigation/claims/fines up to £50,000 	Serious	3
<ul style="list-style-type: none"> Service disruption 5+ days Major loss of service, including several important areas, and/or for a protracted period Financial loss >£50,000 Adverse and persistent national media coverage Adverse central government response, involving (threat of) removal of delegated powers Officers and/or Members forced to resign Loss of life Litigation/claims/fines >£50,000 	Major	4

Likelihood Score

The following descriptions and definitions of likelihood of the risk occurring are intended as a guide to assist you in arriving at your risk score.

Description	Indicators	Factor	Score
Less than 10% chance of occurrence	Has happened rarely/never before	Very unlikely	1
10 – 40% chance of occurrence	Only likely to happen every 3 or more years	Unlikely	2
40-75% chance of occurrence	Likely to happen at some point within the next 1–2 years. Circumstances occasionally encountered – few times a year	Likely	3
More than 75% chance of occurrence	Regular occurrence Circumstances frequently encountered – daily, weekly, monthly	Very likely	4

Scoring the risk

The charts above are designed to help you score the risks in terms of likelihood and impact.

This is carried out in two stages:

- Multiply the likelihood and impact scores together, as if there were **no** controls in place. This will give you an inherent risk score.
- With the list of controls that are currently in place, re-score the risk, taking into account the effect of these controls.



These final scores will give you a risk profile of those risks that may need more immediate attention.

Risk Score	Overall Rating
12 - 16	HIGH
6 - 10	MEDIUM
1 - 4	LOW

Level of Risk / (Inherent Risk Score)	Managing the risk
High Risk (12-16)	<p>Requires active management High impact / High likelihood: risk requires active management to manage down and maintain exposure at an acceptable level</p> <p>Contingency Plans A robust contingency plan may suffice together with early warning mechanisms to detect any deviation from profile</p>
Medium Risk (6-10)	<p>Good Housekeeping May require some risk mitigation to reduce likelihood if this can be done cost effectively, but good housekeeping to ensure the impact remains low should be adequate. Reassess frequently to ensure conditions remain same</p> <p>Contingency Plans A robust contingency plan may suffice together with early warning mechanisms to detect any deviation from profile</p>
Low Risk (1-4)	<p>Review Periodically Only put mitigations in place if it's cost effective to do so</p>



Report for:	Cabinet
Title of report:	Tenancy Agreement Review
Date:	10th December 2024
Report on behalf of:	Councillor Simy Dhyani, Portfolio Holder for Housing & Property Services
Part:	I
If Part II, reason:	N/A
Appendices:	Appendix 1 – Tenancy Agreement Review – Summary of Proposed Changes Appendix 2 – Tenancy Agreement Review – Community Impact Assessment
Background papers:	None
Glossary of acronyms and any other abbreviations used in this report:	CIA – Community Impact Assessment DBC – Dacorum Borough Council HRA – Housing Revenue Account HSLT – Housing Senior Leadership Team PH – Portfolio Holder SLT – Strategic Leadership Team TLC – Tenants & Leaseholders Committee GDPR - General Data Protection Regulations

<p>Report Author / Responsible Officer</p> <p>Ryan Glanville, Assistant Head of Housing Operations</p> <p> </p> <p>Ryan.Glanville@dacorum.gov.uk / 01442 228086 (ext. 2086)</p>
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Corporate Priorities	<ul style="list-style-type: none"> • Community engagement: Engage with residents and partners to have a real say on our services and the borough • Service improvement and delivery: Running the Council efficiently and putting residents at the heart of everything we do • Clean, safe and green: Provide a clean, safe and green-focussed environment • Homes to be proud of: Enable well-maintained and affordable homes, where people want to live
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Wards affected	All
Purpose of the report:	Inform Cabinet members of the work completed to date to review the tenancy agreement and outline the next steps.
Recommendation(s) to the decision maker(s)	That Cabinet agrees the summary of proposed changes as set out in Section 2 and detailed in Appendix 1 and agrees to proceed to formal tenant consultation.
Period for post policy/project review:	Subject to any major legislative changes, reviews will take place every 5 years.

1 Introduction:

The Council is conducting a review of its Secure Tenancy Agreement, which is issued to all Council tenants. Following the review, and a statutory consultation period, the revised agreement and its conditions will apply to both existing and new tenants.

While the tenancy rights of social housing tenants are determined by legislation, the tenancy conditions allow landlords to manage their housing stock effectively and ensure compliance with regulations.

2 Key Issues

Context

The last review of the Council's Tenancy Agreement for social housing occurred in 2012, following the introduction of new provisions in the Localism Act 2011.

In 2013, the Council began offering flexible fixed-term tenancies for all new tenants. However, after consulting residents in 2019, Cabinet decided to cease offering flexible fixed-term tenancies from April 1 2020, and revert to offering secure tenancies only.

At that time, two key recommendations were made:

1. Implement a programme of regular tenant visits (now known as 'Tenancy Reviews').
2. Undertake a full review of the current Secure Tenancy Agreement.

Due to the restrictions caused by the COVID-19 pandemic, work on the second recommendation was delayed. This project aims to restart the work and ensure that the Tenancy Agreement is up to date and fit for purpose.

Purpose of the review

The review is designed to assess whether the current Tenancy Agreement remains fit for purpose, focusing on whether clauses need adjusting, removing, or adding. Despite the delay, this goal remains unchanged.

This review also offers an opportunity to engage meaningfully with our residents, in accordance with the Consumer Standards for social housing providers, allowing their views on the proposed changes to be heard.

The Tenancy Agreement governs the relationship between tenants and their landlord, outlining the roles, rights, and responsibilities of both parties. As the agreement has not been updated in over ten years, some elements are now outdated and in need of revision.

Summary of key changes to the Tenancy Agreement

Several key changes have been recommended as part of this comprehensive review to improve clarity, ensure legal compliance, and enhance communication between tenants and the Council. These updates are intended to create a more transparent and accountable relationship between the two parties, fostering better tenancy management.

Below is a summary of the most important changes and their significance:

a) Non-interference (Clause 1)

- **Change:** The clause now includes the possibility of interference when a court grants an injunction against the tenant.

- **Importance:** Provides clarity on additional legal scenarios where the Council may need to interfere with the tenant's right to quiet enjoyment, helping to prevent disputes.
-

b) Ensuring the Property is Habitable (Clause 2)

- **Change:** A reference to specific housing standards (e.g., Housing Health and Safety Rating System) has been added to define what "fit for human habitation" means.
 - **Importance:** Ensures transparency regarding the level of upkeep tenants can expect, reducing ambiguity about the landlord's obligations.
-

c) Repairs to Structure and Installations (Clause 3)

- **Change:** A timeframe for urgent repairs has been added.
 - **Importance:** Clear response times give tenants confidence that essential maintenance will be addressed promptly, improving accountability.
-

d) Consequences for Non-compliance (Clauses 9 & 11)

- **Change:** New provisions detail the consequences if tenants fail to notify the Council of their inability to move in within 14 days or of extended absences.
 - **Importance:** Encourages better communication, ensuring smooth tenancy management and preventing misuse or abandonment of properties.
-

e) Periodic Visits and Tenancy Reviews (NEW Clause 10)

- **Change:** A new clause has been introduced, requiring tenants to allow access for periodic home visits to review their tenancy and household details. Tenants must also inform the Council of any changes in their circumstances between visits.
 - **Importance:** Ensures the Council can monitor compliance with the tenancy agreement, verify household composition, and remain updated on changes. This helps detect breaches of tenancy and maintains ongoing communication, preventing issues related to eligibility or misuse.
-

f) Health and Safety Obligations (Clause 24)

- **Change:** Penalties for repeated health and safety violations (e.g., tampering with fire doors) have been introduced.
 - **Importance:** Strengthens the focus on maintaining safe living environments, particularly in communal spaces, and helps protect residents from potential hazards.
-

g) Right to View Personal Information (Clause 55)

- **Change:** A clear timeframe for the Council's response to GDPR data access requests has been added.
 - **Importance:** Aligns with General Data Protection Regulations (GDPR), ensuring tenants are informed of their rights regarding personal data and that the council meets its legal obligations.
-

h) Right to Complain (NEW Clause 59)

- **Change:** Specifies the formal complaints procedure and includes the option to escalate complaints to the Housing Ombudsman if necessary.
 - **Importance:** Enhances tenant rights by providing clear guidance on how to seek external resolution if the council's response is unsatisfactory.
-

i) Emergency Access (Clause 60)

- **Change:** Specific examples of emergencies (e.g., gas leaks, floods) have been added to clarify when the Council can enter the property without notice.

- **Importance:** Provides tenants with a clearer understanding of emergency access scenarios, reducing confusion.

j) **Returning Keys (Clause 64)**

- **Change:** The clause now outlines the procedure for lost or damaged keys, including the need to notify the Council immediately.
- **Importance:** Addresses common practical issues like lost keys, ensuring smooth and predictable tenancy turnover.

Other notable amendments:

- Assistance with internal decorations for Supported Housing Tenants has been removed (Clause 20).
- Access for viewings during the notice period has been clarified (Clause 65).
- References to supporting policies, such as the Tenancy Management Policy and the Safety in Communal Areas Policy, have been introduced. This ensures that detailed information is in the relevant documents, so the Tenancy Agreement will not need frequent updates if these policies change.

For a full breakdown of the proposed changes, please refer to **Appendix 1**, where comparisons between the current and revised clauses are provided.

3 **Options and alternatives considered**

- a) Progress the review of the Council's current Tenancy Agreement as outlined in this paper – recommended.
- b) Continue to use the Tenancy Agreement in its current format – not recommended due to the risks identified in section 7 below.

4 **Consultation**

Feedback from Pre-Consultation Process

Feedback from the pre-consultation process, including input from TLC, HSLT, SLT and PH Group, has been incorporated into the agreement, with adjustments made as needed. Alongside this, the agreement has been benchmarked against other local authorities to ensure best practices are integrated. The final draft will then undergo review by Legal Services to confirm compliance.

Formal Tenant Consultation

Following Cabinet approval to consult, formal consultation with tenants, as required under Section 105 of the Housing Act 1985, will follow. This consultation will last at least one month and include online surveys, face-to-face events, dedicated web pages, social media updates, the Housing Matters newsletter, Dacorum Life magazine, and communication via email, letters, and texts.

Final Approval and Implementation

Once the consultation ends, and any necessary amendments are made, the final agreement will move through the Council's approval processes, culminating with Cabinet. Tenants will then receive a formal Notice of Variation under Section 103 of the Housing Act 1985, informing them of the effective date of the changes.

Each tenant will also be provided a copy of the new Tenancy Agreement for reference. Options are currently being explored to produce these agreements efficiently and cost-effectively, minimising impact on the HRA.

5 **Financial and value for money implications:**

The financial implications of reviewing the Tenancy Agreement primarily involve staff time, legal consultation fees, and printing and distribution costs. Staff across multiple departments, including Housing, Legal Services, and Communications, will need to dedicate time to reviewing, updating, and implementing the agreement, as well as engaging in tenant consultations. External legal advice may be required to ensure compliance with updated legislation, which would incur additional costs. Once the agreement is finalised, there will be expenses associated with printing and distributing the new Tenancy Agreement to all tenants, as well as covering the administrative costs for processing tenant feedback and issuing formal notices of variation.

Digital communication methods, such as emails and website updates, can help mitigate some of the printing costs, but face-to-face consultations and events may also require logistical expenses.

These costs will be absorbed within the existing associated budgets in the Housing Revenue Account, ensuring the review and implementation process remains financially sustainable.

5 Legal Implications

An out-of-date agreement could leave the Council exposed to legal challenges, so a thorough update is required to reflect:

- Developments in case law
- Legislative updates
- Internal Council policy changes
- New tenancy-related contractual terms

6 Risk implications:

Key risks of not reviewing the agreement include:

- Non-compliance with legislation, leading to potential court cases or fines.
- Increased disputes with tenants due to outdated or ambiguous clauses.
- Vulnerability in enforcing tenancy conditions, such as those linked to health and safety, data protection, or tenancy breaches.
- Poor customer service from using out of date legal documents

By proactively updating the agreement, the Council ensures legal protection for both itself and its tenants, while aligning with best practices and reducing the likelihood of costly litigation.

7 Equalities, Community Impact and Human Rights:

Equalities and Community Impact

A Community Impact Assessment (CIA) has been completed and is annexed to this report, please refer to **Appendix 2**. The CIA identifies predominantly neutral to positive impacts arising from the proposed Tenancy Agreement Review. The updates aim to enhance clarity, accessibility, and inclusivity, ensuring that tenants from all protected groups, as defined under the Equality Act 2010, are treated fairly and equitably.

The key findings of the CIA include:

- **Positive Impacts:**
 - Tenants with disabilities and older tenants are likely to benefit from clearer language and enhanced provisions for tenancy reviews, habitability standards, and health and safety obligations.
 - The focus on energy efficiency, communal area management, and emergency access protocols supports improved living conditions, fostering better health and wellbeing.

- Inclusive engagement during the consultation process ensures the perspectives of diverse tenant groups, including those from different cultural, religious, and socioeconomic backgrounds, are considered.
- **Neutral Impacts:**
 - The updated agreement does not negatively impact any specific protected groups, including those based on gender reassignment, sexual orientation, marital status, or religion.
- **Addressing Issues:**
 - To ensure inclusivity, tenant feedback will be actively sought during the formal consultation phase. This includes engaging with tenants who may require additional support, such as those with language barriers or cognitive impairments, to ensure their needs are addressed.

Human Rights

The review of the Tenancy Agreement has been conducted in line with human rights considerations. There are no Human Rights implications arising from this report. The updated agreement ensures fairness, equity, and respect for all tenants while safeguarding their rights to security, privacy, and access to adequate housing.

8 Sustainability implications:

Reviewing the tenancy agreement provides an opportunity to thoughtfully consider several sustainability implications, including those related to climate change, health and wellbeing, and community safety. These considerations will be further explored as part of an ongoing benchmarking exercise, comparing practices with other local authorities. Below are the key elements to be evaluated:

Climate Change

- **Energy Efficiency:** Updated tenancy agreements and associated materials, such as the Tenant Handbook, may incorporate tenant responsibilities for energy-saving measures, such as proper use of heating systems and timely reporting of issues with insulation or windows. This can help reduce energy consumption and lower carbon footprints.
- **Sustainable Practices:** Clauses encouraging recycling and responsible waste disposal can support broader environmental goals and reduce reliance on landfill sites.

Health and Wellbeing

- **Living Conditions:** Including clear standards for habitability (e.g., alignment with the Housing Health and Safety Rating System) ensures tenants live in safe and healthy environments. This directly supports physical and mental health by addressing common issues like mould, dampness, or inadequate heating.
- **Tenant Engagement:** Regular tenancy reviews facilitate open communication between tenants and landlords, allowing earlier identification and resolution of issues affecting wellbeing, such as overcrowding or poor living conditions.
- **Encouraging Healthier Behaviours:** Provisions on smoking restrictions in communal areas or requirements for garden maintenance can promote healthier environments for tenants and their neighbours.

Community Safety

- **Anti-Social Behaviour:** Strengthened clauses targeting anti-social behaviour, subletting, and tenant responsibilities can foster safer communities by discouraging disruptive or harmful activities.

- **Emergency Access:** Clearly defined emergency access protocols allow for quicker responses to urgent health and safety risks, such as gas leaks or electrical faults, protecting tenants and neighbouring properties.
- **Fire Safety:** Clauses covering fire safety, including the maintenance of fire doors, communal area rules, and prohibited storage of hazardous materials, minimise risks and enhance overall safety.

Community Cohesion

- **Tenant Responsibilities:** Updating agreements to emphasise the importance of communal area maintenance and respectful behaviour can enhance shared spaces and improve relationships among neighbours.
- **Inclusive Practices:** Engaging tenants meaningfully throughout the review process fosters a sense of inclusion and shared responsibility, contributing to stronger community bonds.

The sustainability implications of reviewing a tenancy agreement are diverse, contributing to improved environmental practices, healthier living conditions, and safer, more cohesive communities. These benefits align closely with the Council's Corporate Priorities to provide sustainable, high-quality, and well-managed housing.

10 Council infrastructure (including Health and Safety, HR/OD, assets and other resources)

Staff across multiple departments, including Housing, Legal Services, and Communications, will need to dedicate time to reviewing, updating, and implementing the agreement, as well as engaging in tenant consultations.

11 Statutory Comments

Monitoring Officer:

The updated agreement is required to ensure that the Council complies with relevant statutory provisions, guidance and best practice and is therefore recommended to progress to the next stage of consultation.

S151 Officer:

The work is ongoing on the Tenancy Agreement review and the costs of this review are included in approved and proposed housing business plans and budgets, in the short and medium term.

12 Conclusions:

The Tenancy Agreement Review is a vital step in ensuring that the Council's Housing Service continues to meet the needs of tenants while aligning with current legislation, operational priorities, and best practice. The proposed updates to the agreement reflect a commitment to clarity, fairness, and inclusivity, enhancing the relationship between tenants and the council and fostering sustainable, well-managed communities.

This review process has been informed by contributions from key stakeholders, including Heads of Service, Legal Services, the Tenancy & Leasehold Committee, and the Housing Senior Leadership Team. Their insights have shaped the proposed changes, which aim to address emerging challenges, support tenant wellbeing, and ensure compliance with statutory obligations.

The next steps involve incorporating further feedback, engaging tenants through a formal consultation process, and finalising the revised agreement. These steps are pending Cabinet approval to move to the next stage of the review process.

If approved to proceed, this will culminate in the issuance of a modern, legally compliant Tenancy Agreement that supports the Council's broader objectives of delivering high-quality housing services and maintaining sustainable tenancies. By taking this proactive approach, the Council

reinforces its commitment to providing tenants with a clear, accessible, and equitable agreement that meets the evolving needs of both the Council and the communities it serves.

Our Obligations

	a) Current	b) Revised	c) Summary of Change
	<p>1. Non-interference We must not interrupt or interfere with your right to quiet enjoyment of the Property unless:</p> <ul style="list-style-type: none"> a) You fail to comply with your obligations under this Agreement. b) A court has ended your Tenancy c) We need to carry out urgent repairs d) We need to service apparatus or carry out Gas Safety check e) We need to check the condition of the Property f) In the case of an emergency 	<p>1. Non-interference We must not interrupt or interfere with your right to quiet enjoyment of the property unless:</p> <ul style="list-style-type: none"> a) You fail to comply with your obligations under this agreement. b) A court has ended your tenancy. c) We need to carry out urgent repairs. d) We need to service apparatus or carry out safety checks. e) We need to check the condition of the property. f) In the case of an emergency. g) A court has granted an injunction against you (specify the types of injunctions that apply here:). 	<p>1. Non-interference</p> <ul style="list-style-type: none"> • Change: Added a clause allowing interruption in case a court grants an injunction against the tenant. Additional space left to specify the types of injunctions (e.g., related to tenancy or property). • Reason: Provides legal clarity on what specific injunctions could justify interference with the tenant's quiet enjoyment of the property.
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Page 47</p> <p>Habitable Condition We must ensure that the Property is in a habitable condition and in a reasonable state of repair when your tenancy starts.</p>	<p>2. Ensuring the Property is Habitable We must ensure that the property is in a habitable condition and in a state of repair when your tenancy starts. We agree to carry out remedial work to ensure it remains fit for human habitation during the tenancy, in line with (insert reference to a specific housing standard here:). However, we are not required to:</p> <ul style="list-style-type: none"> a) Carry out works or repairs for which you are liable. b) Rebuild or reinstate the property in the case of destruction or damage by fire, storm, flood, or other inevitable accidents. c) Keep in repair or maintain anything which you are entitled to remove from the property. d) Carry out works or repairs that would put us in breach of legal obligations. 	<p>2. Ensuring the Property is Habitable</p> <ul style="list-style-type: none"> • Change: Space added to reference a specific housing standard (e.g., Housing Health and Safety Rating System) to define what "fit for human habitation" means. The clause retains landlord exemptions from certain repair responsibilities. • Reason: Gives tenants clear expectations regarding the standard of habitability and aligns it with legal frameworks, while still highlighting tenant responsibilities for certain repairs. 	

	<p>e) Carry out works or repairs that require third-party consent when reasonable efforts to obtain it have failed.</p> <p>Rectify any issue making the property unfit for human habitation if the unfitness is mainly due to your breach of covenant.</p>	
<p>3. Repairs We must keep in good repair and, where appropriate, in proper working order the following (unless damaged by you, members of your household, or your visitors):</p> <ol style="list-style-type: none"> a) the structure of the Property including walls, floors, ceilings, and roofs b) chimneys (other than routine sweeping), gutters, and outside pipes c) electrical wiring, gas installations, water and soil pipes d) central heating and water heating e) any WC, sink, shower, bath, or other sanitary ware f) kitchen and bathroom fixtures g) external and internal doors h) window glass and frames i) integral garages, sheds, and stores (including external mobility scooter stores) j) boundary walls and fences (other than fences between gardens which are the responsibility of the tenant to maintain) 	<p>3. Repairs to Structure and Installations We must keep in repair and, where appropriate, in working order the following (unless damaged by you, members of your household, or your visitors). This includes the structure and installations provided by us, such as:</p> <ol style="list-style-type: none"> a) The structure of the property including walls, floors, ceilings, and roofs. b) Chimneys, gutters, and outside pipes. c) Electrical wiring, gas installations, water, and soil pipes. d) Central heating and water heating systems. e) Toilets, sinks, showers, baths, and other sanitary ware. f) Kitchen and bathroom fixtures. g) External and internal doors. h) Window glass and frames. i) Integral garages, sheds, and stores. j) Boundary walls and fences (except fences between gardens which are the tenant's responsibility). <p>For urgent repairs, we will respond within (insert appropriate timeframe here:).</p>	<p>3. Repairs to Structure and Installations</p> <ul style="list-style-type: none"> • Change: Added a space for the timeframe within which urgent repairs must be completed. • Reason: Establishes clearer expectations for tenants regarding response times for urgent repairs, providing greater accountability.
<p>4. External Decorations We must periodically redecorate the exterior of the Property unless you wish to do so yourself and have obtained our written approval in advance.</p>	<p>4. External Decorations We must periodically redecorate the exterior of the property unless you wish to do so yourself and have obtained our written approval in advance.</p>	<p>4. External Decorations</p> <ul style="list-style-type: none"> • Change: No substantive change; rewording for consistency. • Reason: Simplified phrasing.

<p>5. Common Parts We must take reasonable care to keep the Common Parts in repair and safe for you to use.</p>	<p>5. Maintenance of Common Parts We must take reasonable care to keep the common parts in repair and safe for you to use.</p>	<p>5. Maintenance of Common Parts</p> <ul style="list-style-type: none"> • Change: Minor rewording; no substantive change. • Reason: To align language with modern usage.
<p>6. Insurance We must insure the structure of the Property including fixtures and fittings provided by us. (Please note the Council does not insure any of your possessions, your decorations, or fixtures or fittings that you have provided. Details of a low-cost contents insurance scheme, endorsed by the Council, are available on request).</p>	<p>6. Insurance of the Property We must insure the structure of the property, including fixtures and fittings we provide. However, the council does not insure your possessions, decorations, or any fixtures/fittings you provide. We strongly recommend that you take out home contents insurance.</p>	<p>6. Insurance of the Property</p> <ul style="list-style-type: none"> • Change: Added recommendation for tenants to take out home contents insurance. • Reason: Emphasises the tenant’s responsibility for insuring their personal belongings.
<p>7. Consultation We must consult with you, both individually and/or as a member of a recognized group, on any proposals that we have which are likely to have a substantial effect on your Tenancy, the Property, or the local area.</p>	<p>7. Consultation and Involvement We must consult with you individually and/or as a member of a recognised group on any proposals that are likely to have a substantial effect on your tenancy, the property, or the local area.</p>	<p>7. Consultation and Involvement</p> <ul style="list-style-type: none"> • Change: Minor rewording of the clause title. • Reason: To broaden the scope of tenant consultation beyond just proposals that affect the tenancy.
<p>Support Services We will, where we have entered into an agreement to do so and provided that you pay the support charge, provide support services appropriate to your needs.</p>	<p>8. Provision of Support Services Where agreed, and provided that you pay the support charge, we will offer support services appropriate to your needs.</p>	<p>8. Provision of Support Services</p> <ul style="list-style-type: none"> • Change: Rephrased for clarity; no substantive change. • Reason: Simplification and improved readability.

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Your Obligations

a) Current	b) Revised	c) Summary of Change
<p>9. Possession You must take possession of the Property at the start of your tenancy and occupy it throughout as your only or principal home.</p>	<p>9. Taking Possession and Using the Property as a Principal Home You must take possession of the property at the start of your tenancy and occupy it as your only or principal home throughout the tenancy. If you cannot move in within 14 days of the tenancy’s start date, you must notify us. Failure to notify us within this period may result in (insert consequence for failure here:).</p>	<p>9. Taking Possession and Using the Property as a Principal Home</p> <ul style="list-style-type: none"> • Change: Added a consequence for failure to notify the landlord if the tenant cannot move in within 14 days of the tenancy start date. • Reason: Ensures tenants understand the importance of notifying the landlord in a

		<p>timely manner, with clear consequences for non-compliance.</p>
<p>10. Possession You must inform us in writing if you will be away from your home for more than a month. You are responsible for ensuring the security of the Property in your absence.</p>	<p>10. Periodic Visits and Tenancy Reviews We will periodically arrange for members of the housing service to visit you in your home to conduct a review of your tenancy. These visits are an opportunity for us to ensure that the terms of your tenancy are being met and to confirm the details of the people living in your household. It also provides an opportunity to signpost you for support where needed. You are required to allow access to our staff during these visits. We will provide reasonable notice before the visit takes place. In addition to these periodic reviews, it is your responsibility to inform us if your details or circumstances change in between visits. This includes, but is not limited to, changes in:</p> <ul style="list-style-type: none"> • Contact details. • The people living in your home. • Any changes that may affect your tenancy or eligibility for housing services. <p>Refer to the [redacted] (accessible at: [redacted]) for more information.</p>	<p>10. Periodic Visits and Tenancy Reviews</p> <ul style="list-style-type: none"> • Change: A new clause has been introduced requiring tenants to allow access for periodic tenancy review visits and to notify the council of any changes in their circumstances between visits. • Reason: This ensures that the council can monitor compliance with the tenancy agreement and stay updated on the tenant’s circumstances. The clause promotes transparency and accountability while helping the council manage housing allocations effectively.
	<p>11. Notification of Absence You must inform us in writing if you plan to be away from your home for more than one month. You are responsible for ensuring the security of the property in your absence. You must also provide the contact details of someone we can reach in case of an emergency.</p> <ul style="list-style-type: none"> • Abandonment: If you fail to notify us and we believe you have abandoned the property (e.g., by removing personal belongings or returning the keys), we may consider this as 	<p>11. Notification of Absence</p> <ul style="list-style-type: none"> • Change: Added a provision regarding the handling of personal belongings if the property is abandoned. Space added to reference the relevant disposal policy. • Reason: Clarifies the process for handling personal property when a tenant abandons the property, ensuring transparency in how belongings will be dealt with.

	<p>an implied surrender and take back possession without a court order.</p> <ul style="list-style-type: none"> • Permanent Relocation: If you permanently move into a care or nursing home, we may treat this as an implied surrender and take back possession without a court order. • Personal Belongings: If the property is abandoned, any personal belongings left behind will be handled according to (insert relevant disposal policy here:). 	
<p>11. Rent and Charges You must pay your Total Rent and the Arrears Charge (if any) on time. Your Total Rent is due on Monday of each week in advance and any Arrears Charge must be paid weekly on the same day.</p>	<p>12. Rent and Other Charges You must pay your total rent, and any arrears charge on time. The total rent is due every Monday in advance, along with any arrears charge, which must also be paid weekly.</p>	<p>12. Rent and Other Charges</p> <ul style="list-style-type: none"> • Change: No substantive change; slight rephrasing. • Reason: Improved clarity of payment requirements.
<p>12. Assignment You must request permission if you wish to assign (transfer) your Tenancy. You may not assign your tenancy except:</p> <ul style="list-style-type: none"> ○ To a person who would be qualified to succeed to the tenancy if you died. ○ As a result of an order made in certain family, children, or civil partnership proceedings. ○ When you are a secure tenant, you may assign the Tenancy when exercising the right of tenancy exchange set out later in this agreement. 	<p>13. Assignment of Tenancy During your introductory tenancy, you do not have the right to assign your tenancy unless ordered by a court. As a secure tenant, you may assign your tenancy in certain situations, such as:</p> <ol style="list-style-type: none"> To someone qualified to succeed if you die. As a result of a court order in certain family or civil proceedings. <p>Refer to the Tenancy Management Policy (accessible at:) for more information.</p>	<p>13. Assignment of Tenancy</p> <ul style="list-style-type: none"> • Change: Added a reference to where tenants can access the Tenancy Management Policy for more detailed information about assignment rights. • Reason: Improves accessibility to important information regarding tenancy assignment, making it easier for tenants to understand their rights and obligations.
<p>13. Sub-letting You must request and receive our written approval before giving up possession of part of the Property i.e. sub-letting rooms or taking a lodger. We will not unreasonably withhold our approval. You must not sub-let the whole of the Property.</p>	<p>14. Taking in Lodgers or Subletting</p> <ul style="list-style-type: none"> • As an introductory tenant, you cannot take in a lodger or sublet part of the property. • As a secure tenant, you may take in a lodger or sublet part of your home, but only with prior written permission. 	<p>14. Taking in Lodgers or Subletting</p> <ul style="list-style-type: none"> • Change: Restricts introductory tenants from taking in lodgers or subletting and clarifies subletting rules for secure tenants.

	<ul style="list-style-type: none"> You must inform us when your lodger or tenant moves out. Overcrowding: You must ensure that the property does not become overcrowded and that you continue to occupy it as your sole or principal home. Prohibited Subletting: You must not sublet the entire property or use it for short-term holiday lets, such as Airbnb. 	<ul style="list-style-type: none"> Reason: Strengthens restrictions for introductory tenants and provides clear guidelines for secure tenants.
<p>14. Overcrowding You must not cause or permit overcrowding in the Property by allowing or inviting others to live with you. (Overcrowding is defined in Section 324 of the Housing Act 1985).</p>	<p>15. Preventing Overcrowding You must not cause or permit overcrowding in the property by allowing or inviting others to live with you. Overcrowding is defined in Section 324 of the Housing Act 1985.</p>	<p>15. Preventing Overcrowding</p> <ul style="list-style-type: none"> Change: No substantive change. Reason: Maintains the definition of overcrowding in line with legal standards.
<p>15. Internal Repairs You must maintain the interior of the Property in a good state of cleanliness and undertake minor internal repairs (as defined by the Tenants Handbook).</p>	<p>16. Maintaining Cleanliness and Undertaking Minor Repairs You must keep the property clean and tidy, and you are responsible for minor internal repairs as outlined in Tenant’s Handbook (accessible at:).</p>	<p>16. Maintaining Cleanliness and Undertaking Minor Repairs</p> <ul style="list-style-type: none"> Change: Reworded for clarity. Reason: Improved readability.
<p>16. Damage You will be responsible for undertaking repairs or replacements made necessary by your conduct or neglect or that of members of your household or visitors.</p>	<p>17. Responsibility for Damage You are responsible for repairing or replacing anything damaged due to your actions or neglect, or that of household members or visitors.</p>	<p>17. Responsibility for Damage</p> <ul style="list-style-type: none"> Change: No substantive change; rewording for clarity. Reason: Simplified phrasing to make responsibilities clear.
<p>17. Protection You must take reasonable steps to protect the Property from damage by water, fire, and frost.</p>	<p>18. Protecting the Property You must take reasonable steps to protect the property from damage by water, fire, or frost.</p>	<p>18. Protecting the Property</p> <ul style="list-style-type: none"> Change: No substantive change. Reason: Maintained clarity of tenant obligations.
<p>18. Charges: You must meet reasonable costs incurred by us if we have to carry out work which you have failed to undertake, and which is your responsibility under this agreement. We will only make a charge</p>	<p>19. Meeting Repair Costs You must cover the reasonable costs incurred by us if we need to carry out repairs or work that is your responsibility under this agreement. We will</p>	<p>19. Meeting Repair Costs</p> <ul style="list-style-type: none"> Change: Reworded for clarity, specifying that the tenant must cover reasonable repair costs if they fail to fulfil their obligations.

<p>where we have given you reasonable notice of our intention to carry out works.</p>	<p>give you reasonable notice before doing such work.</p>	<ul style="list-style-type: none"> • Reason: Clarifies tenant responsibility for covering repair costs if they neglect their duties.
<p>19. Internal Decorations You must maintain the internal decorations of the Property in good order throughout your tenancy and make good to our satisfaction any unsuitable decoration required on leaving to make the Property fit for letting. (Tenants in Supported Housing are offered periodic assistance in the maintenance of internal decorations).</p>	<p>20. Internal Decoration You must maintain the internal decoration of the property in good order during the tenancy. You must also make good any unsuitable decorations when you leave to ensure the property is fit for letting. (Tenants in supported housing may receive assistance with internal decorations.)</p>	<p>20. Internal Decoration</p> <ul style="list-style-type: none"> • Change: Reworded for clarity. Assistance with internal decorations for Supported Housing tenants is to be removed. • Reason: Improves clarity and adds provisions for supported housing tenants.
<p>20. Internal Decorations You must keep the floors of the Property covered or otherwise insulated to limit the transmission of noise arising from the Property to other properties within the Building and Common Parts.</p>	<p>21. Flooring Requirements You must ensure that floors are properly covered or insulated to minimize noise transmission to neighbouring properties.</p>	<p>21. Flooring Requirements</p> <ul style="list-style-type: none"> • Change: No substantive change. • Reason: Maintains the same requirement about noise insulation for flooring.
<p>21. Repairs You must promptly report to us any repairs required to the Property which are our responsibility.</p>	<p>22. Reporting Repairs You must immediately report to our repairs contractor any repairs required that fall under our responsibility.</p> <ul style="list-style-type: none"> • You must attend repair appointments or notify us if you cannot attend. • Repeated failure to attend may result in charges or legal action. 	<p>22. Reporting Repairs</p> <ul style="list-style-type: none"> • Change: Adds provisions about attending repair appointments and potential consequences for failure to attend. • Reason: Encourages tenants to cooperate with repair processes and attend scheduled
<p>22. Repairs You must attend any appointment arranged for repair work to be completed to your home. If you cannot attend an appointment, you must make every effort to inform us that you will not be able to attend. Repeated failure to attend appointments may result in the cost of attending the appointment being charged to you and/or legal action being taken.</p>		

<p>23. Access</p> <p>You must permit our staff or contractors, on proof of identity, to enter the Property at all reasonable times and on giving reasonable prior notice to inspect or carry out repairs, or the servicing of equipment and installations, at the Property or any neighbouring property. You agree that in an emergency we may enter the Property even if you are not there to allow us access. We may also do this in order to carry out a Gas Safety check if you fail to allow access after repeated requests.</p>	<p>23. Access to the Property</p> <p>You must allow our staff or contractors entry to the property at reasonable times, with reasonable prior notice, for inspections, repairs, or equipment servicing.</p> <ul style="list-style-type: none"> • Emergency Access: In an emergency, we may enter the property without prior notice, even if you are not present. • Failure to Allow Access: If you fail to provide access for essential safety checks (e.g., gas or electrical safety), we may forcibly enter the property, and you will be responsible for any damage if access was denied due to your neglect. 	<p>23. Access to the Property</p> <ul style="list-style-type: none"> • Change: Expands the emergency access clause, adding the possibility of forced entry if access is denied for essential safety checks. • Reason: Ensures tenant compliance for safety checks and provides clarity on emergency access.
<p>24. Health and Safety</p> <p>You must ensure that our staff and contractors are made aware of any potential hazard known to you whilst they are working in or visiting the Property.</p>	<p>24. Health and Safety Obligations</p> <p>You must –</p> <ul style="list-style-type: none"> • Notify our staff and contractors of any known hazards. • Not store or use dangerous substances (e.g., petrol, paraffin, bottled gas) inside the property. • Not use barbecues or cooking appliances in the common parts of a building or indoor spaces, including garages and balconies. • Avoid hoarding items that block or make rooms inaccessible. • Comply with any health and safety advice provided by us. • Not tamper with fire doors or leave security doors open. • Not store items in communal gas or electrical cupboards. • Not use electrical supplies in communal areas. <p>Repeated violations of this clause may result in (insert specific consequences or penalties here:).</p>	<p>24. Health and Safety Obligations</p> <ul style="list-style-type: none"> • Change: Space added to define penalties or consequences for repeated violations of health and safety obligations, particularly regarding tampering with fire doors or leaving security doors open. • Reason: Reinforces the seriousness of health and safety obligations by clarifying potential penalties for non-compliance, especially in communal areas.

<p>25. Health and Safety You must not store or use petrol, paraffin, bottled gas, or other flammable or explosive substances in any part of the Property other than in a normal domestic application.</p>	<p>25. Prohibited Storage of Hazardous Materials You must not store or use petrol, paraffin, bottled gas, or other flammable or explosive substances inside the property, except for normal domestic use.</p>	<p>25. Prohibited Storage of Hazardous Materials</p> <ul style="list-style-type: none"> • Change: No substantive change. • Reason: Maintains the prohibition on storing hazardous substances, such as petrol or gas.
<p>26. Council members, staff and contractors You must not abuse, harass, or intimidate either physically or verbally or in any other way any councillor, employee, or contractor of the Council or incite any other person to do so.</p>	<p>26. Conduct Towards Council Staff and Contractors You must not abuse, harass, or intimidate any councillor, employee, or contractor of the council, either physically, verbally, or in any other manner. You must also not incite others to do so.</p>	<p>26. Conduct Towards Council Staff and Contractors</p> <ul style="list-style-type: none"> • Change: No substantive change. • Reason: Retains the prohibition on abusive behaviour towards council staff and contractors.
<p>27. Improvements and Alterations You must not carry out any alterations, improvements, or additions to the Property without first obtaining our written approval. Approval will not be given whilst you are an Introductory Tenant. Once approval has been given you must start and complete the alterations within a reasonable time and to a satisfactory standard of workmanship. You must inform us when the work is completed as we may wish to inspect the work to ensure that the work has been completed to a satisfactory standard. You may be required to reinstate any work that has not been completed to a satisfactory standard.</p>	<p>27. Making Alterations and Improvements</p> <ul style="list-style-type: none"> • You must not make any alterations, improvements, or additions to the property without first obtaining our written approval. • Introductory Tenants: No alterations or improvements are allowed during this period. • Approval: Once approval is given, you must start and complete the work within a reasonable time and to a satisfactory standard. • Completion and Inspection: Notify us when the work is finished, as we may wish to inspect it to ensure compliance with standards. You may be required to undo or correct any work that does not meet required standards. <p>Refer to the Tenant’s Handbook (accessible at:) for more information.</p>	<p>27. Making Alterations and Improvements</p> <ul style="list-style-type: none"> • Change: Reworded for clarity. Specifies introductory tenants cannot make alterations and adds provisions about notifying the council when work is completed. • Reason: Clarifies the approval process and standards for improvements and alterations.
<p>28. Improvements and Alterations You must not without obtaining our prior written consent fix to the Property any aerial mast or satellite dish other than a standard UHF television aerial and/or a standard VHF radio aerial. You must not attach anything to the outside of any external door.</p>	<p>28. Aerials and Satellite Dishes You must obtain prior written consent from us before fixing an aerial mast or satellite dish to the property, except for a standard UHF television or VHF radio aerial. You must also not attach anything to the outside of any external door.</p>	<p>28. Aerials and Satellite Dishes</p> <ul style="list-style-type: none"> • Change: Reworded for clarity. • Reason: Improves clarity around rules for installing aerials and satellite dishes.

<p>29. Improvements and Alterations You must obtain any Planning, Building Regulation, or any other approval required for any proposed works.</p>	<p>29. Obtaining Necessary Approvals for Works You must secure any planning, building regulation, or other necessary approvals before undertaking any work on the property.</p>	<p>29. Obtaining Necessary Approvals for Works</p> <ul style="list-style-type: none"> • Change: No substantive change. • Reason: Maintains the same requirement to obtain planning and building approvals before conducting work.
<p>30. Damage You must use the Property in a responsible manner and make good any damage that you, a member of your household, or a visitor have caused to the Property.</p>	<p>30. Responsibility for Property Damage</p> <ul style="list-style-type: none"> • You must use the property responsibly and make good any damage caused by you, your household, or visitors. • Waste Management: You must not allow waste to accumulate in or around the property. If you fail to remove waste caused by your actions, we may do so and charge you for the costs. 	<p>30. Responsibility for Property Damage</p> <ul style="list-style-type: none"> • Change: Expanded to include waste management and additional provisions for charging tenants if they fail to remove waste. • Reason: Reinforces tenant responsibility for waste management and property damage.
<p>31. Damage You must remove accumulations of rubbish caused by your actions or neglect or those of members of your household, pets, or visitors. If you fail to do so, we may charge you any reasonable costs incurred by us in carrying out work because of your failure to do so.</p>		
<p>32. Damage You must be responsible for the cost of remedying the blockage of any drain or sewer caused by your act or neglect or by anyone residing with you or by your visitors.</p>	<p>31. Blocked Drains and Sewers You are responsible for remedying any blockage in the drains or sewers caused by your actions, those of anyone living with you, or visitors.</p>	<p>31. Blocked Drains and Sewers</p> <ul style="list-style-type: none"> • Change: No substantive change. • Reason: Retains tenant responsibility for fixing blockages caused by their actions.
<p>33. Broken Windows You must promptly replace any broken glass in any window or door that has not been caused by a fault or a repair that is the council's responsibility.</p>	<p>32. Broken Windows You must promptly replace any broken glass in windows or doors unless the breakage was due to a fault or repair for which the council is responsible.</p>	<p>32. Broken Windows</p> <ul style="list-style-type: none"> • Change: Reworded for clarity. • Reason: Simplifies the explanation of tenant responsibilities for replacing broken windows.
<p>34. Broken Windows You must meet any reasonable costs incurred by the Council in having to undertake re-glazing work because of your failure to do so.</p>		

<p>35. Gardens You must keep the garden of the Property tidy by regularly cutting the lawn and any hedges, keeping it free from rubbish (including discarded furniture), and making sure that it does not become overgrown.</p>	<p>33. Garden Maintenance (Where Applicable)</p> <ul style="list-style-type: none"> • General Maintenance: You must keep the garden tidy by regularly cutting the lawn, trimming hedges, removing rubbish, and ensuring it does not become overgrown. • Erecting Structures: You must not erect sheds, cut down trees, or alter the garden in any way without our prior written approval. • Nuisance: You must not allow the garden to cause a nuisance to neighbours. • Planting Restrictions: You must not plant trees or bushes where their roots or branches could cause damage, nuisance, or danger to others. • Waste Receptacles: You must obtain our permission before placing a skip or large waste receptacle on your property. • Failure to Maintain: If we must carry out work in your garden due to neglect, you will be charged reasonable costs after prior notice. 	<p>33. Garden Maintenance (Where Applicable)</p> <ul style="list-style-type: none"> • Change: Expanded to cover permissions for structures, planting restrictions, and nuisance prevention. • Reason: Provides a more comprehensive set of rules governing garden maintenance and alterations.
<p>36. Gardens You must not erect a shed or other structure, cut down or remove any tree or hedge, or otherwise alter your garden in any way without our prior written approval. You must not use your garden in a way which causes a nuisance to your neighbours.</p>		
<p>37. Gardens You must permit us access and meet our reasonable costs if we have to carry out work in your garden because of your failure to adequately maintain it. We will only make a charge where we have given you reasonable notice of our intention to carry out work.</p>		
<p>38. Common Parts Neither you nor anyone living with you or visiting you must use any communal area (including</p>	<p>34. Use of Common Parts</p> <ul style="list-style-type: none"> • You and your visitors must not use communal areas (including staircases, landings, passenger 	<p>34. Use of Common Parts</p>

<p>staircases, landings, lounges, laundry facilities, mobility scooter storage areas, play areas, amenity areas, parking areas, and open space) within the locality of the Property in a manner that causes nuisance, annoyance, or disturbance to other residents.</p>	<p>lifts, lounges, laundry facilities, scooter storage, play areas, and parking areas) in ways that cause nuisance, annoyance, or disturbance to others.</p> <ul style="list-style-type: none"> • Damage: You are responsible for making good any damage to communal areas caused by your actions or those of your household or visitors. • Smoking: Smoking in enclosed communal areas is prohibited by law. • Disposal of Cigarette Butts: If you smoke at the property, you must dispose of cigarette butts responsibly, without littering entrances or throwing them from windows/balconies. • Rubbish Disposal: You must place rubbish in designated disposal areas and use recycling facilities where available. • Storage in Common Areas: Storing belongings in communal areas is prohibited, and you must comply with the Council’s Safety in Communal Areas Policy (accessible at: [redacted]). 	<ul style="list-style-type: none"> • Change: Expanded to include rules on smoking, littering, rubbish disposal, and storing belongings in common areas. • Reason: Strengthens rules to maintain communal spaces and reduce nuisance.
<p>39. Common Parts You must make good any damage to the communal areas caused by your failure or that of anyone living with or visiting you to use communal areas in a responsible manner.</p>		
<p>40. Common Parts Neither you nor anyone living with you or visiting you may smoke in any enclosed communal area as this is against the law.</p>		
<p>41. Common Parts You must use the communal areas quietly and take special care to close the entrance door at the main entrance of the building.</p>		
<p>42. Common Parts</p>		

<p>You must place your rubbish in a designated place of disposal. You must use the recycling facilities if provided in your area. You must not block refuse chutes with rubbish.</p>		
<p>43. Common Parts You must remove and dispose of all unwanted items which are not normally collected by the refuse collectors.</p>		
<p>44. Common Parts You must not store any belongings in any communal area and you must comply with the Council's Clear Landings Policy.</p>		
<p>45. Harassment and Anti-Social Behaviour</p> <ul style="list-style-type: none"> • Neither you nor anyone living with or visiting you must be guilty of conduct which is capable of amounting to anti-social behaviour. "Anti-social behaviour" is any act or a failure to act which interferes with the peace and comfort of: <ul style="list-style-type: none"> ○ Any other tenant or resident in the locality of the Property or any member of their household or visitor. ○ The Council including our employees, Councillors, and contractors. ○ Anyone else in the locality of the Property. • It includes (but is not limited to): <ul style="list-style-type: none"> ○ Harassment on the grounds of age, gender, race, colour, religion, disability, sexual orientation, gender reassignment, or pregnancy/maternity; ○ Violence or threats of violence to any person; ○ Abusive or insulting words or gestures; ○ Disorderly drunkenness; 	<p>35. Anti-Social Behaviour You, anyone living with you, or anyone visiting must not engage in conduct amounting to anti-social behaviour. This includes any act or failure to act that interferes with the peace and comfort of:</p> <ul style="list-style-type: none"> • Other tenants, residents, their households, or visitors in the locality of the property. • Council employees, contractors, or councillors. • Any other person in the locality. <p>Refer to the Anti-Social Behaviour (ASB) Policy (accessible at:) for more information.</p>	<p>35. Anti-Social Behaviour</p> <ul style="list-style-type: none"> • Change: Reworded for clarity and expands the definition of anti-social behaviour and removed the unnecessary list of examples that has now contained within the ASB Policy. • Reason: Detailed guidance on what constitutes anti-social behaviour is found in the relevant policy instead.

<ul style="list-style-type: none"> ○ Damage or threat of damage to property belonging to another person including damage to any part of a person’s home; ○ Graffiti and in particular graffiti, which is abusive, threatening, or insulting; ○ Making unnecessary, offensive, or excessive noise by any means whatsoever including loud music, arguing, and door slamming; ○ Using or allowing the Property to be used for prostitution and/or for dealing in, cultivating, and manufacturing or the illegal possession or use of any controlled substances; ○ Using the Property for handling or storage of stolen Property; ○ Any nuisance or annoyance caused by pets including excessive barking or fouling; ○ Playing ball games in such a way as to cause nuisance and/or damage to property. ○ Using or allowing the Property to be used for harbouring missing/wanted persons. ○ Using or allowing the Property to be used for young people to commit truancy. 		
<p>46. Domestic Violence You must not use, or tolerate other members of the household to use, or threaten to use, any violence, threatening behaviour, or abuse against anyone living in the Property. This includes, but is not limited to, physical, psychological, sexual,</p>	<p>36. Domestic Abuse You must not commit domestic abuse. Abusive behaviour involving individuals aged 16 or over who are intimate partners, family members, or share parental responsibility for a child is considered domestic abuse. This includes physical,</p>	<p>36. Domestic Abuse</p> <ul style="list-style-type: none"> • Change: Clarified the definition of domestic abuse, covering multiple forms of abuse and its impact.

<p>emotional, or financial abuse and the imposition of social isolation.</p>	<p>sexual, financial, emotional, and psychological abuse.</p>	<ul style="list-style-type: none"> • Reason: Ensures tenants understand the broad scope of behaviours considered domestic abuse.
<p>47. Criminal Acts Neither you nor anyone living at or visiting you must commit any arrestable offense within the local area of your property.</p>	<p>37. Criminal Acts</p> <ul style="list-style-type: none"> • You, anyone living with you, or visitors must not commit any criminal offense within the local area of the property. • You must not use the property for illegal or immoral activities, such as storing, selling, or producing illegal drugs, or storing stolen goods. 	<p>37. Criminal Acts</p> <ul style="list-style-type: none"> • Change: Expanded to specify that the property cannot be used for illegal activities, such as storing stolen goods or producing illegal drugs. • Reason: Provides more detailed restrictions on illegal activities at the property.
<p>48. Criminal Acts Neither you nor anyone living at or visiting the Property must use the Property for any illegal or immoral activity.</p>		
<p>49. Weapons You must not keep unlicensed firearms or any illegal weapon in the Property.</p>	<p>38. Weapons You must not keep unlicensed firearms or any illegal weapons in the property. Any licensed firearm must be stored in accordance with Home Office guidelines.</p>	<p>38. Weapons</p> <ul style="list-style-type: none"> • Change: Adds a provision that licensed firearms must be stored in accordance with Home Office guidelines. • Reason: Clarifies the rules regarding the storage of firearms and other weapons.
<p>50. Pets You must if you wish to keep a pet comply with the terms of the Council’s Pet Policy, which is designed to promote responsible pet ownership. The Pet Policy will be reviewed regularly to ensure it is up to date and relevant.</p>	<p>39. Pets You must comply with the council’s Pet Policy if you wish to keep a pet, and must obtain prior written approval.</p> <ul style="list-style-type: none"> • Responsible Ownership: You must sign an undertaking to practice responsible pet ownership. • Mess Removal: You must clean up any mess caused by your pets in your home, garden, or communal areas. • Breeding: Breeding pets for sale is not allowed. 	<p>39. Pets</p> <ul style="list-style-type: none"> • Change: Expanded to include a requirement for prior written approval to keep pets and detailed conditions for responsible pet ownership. • Reason: Ensures tenants are aware of the need for permission and the rules around keeping pets.

	<ul style="list-style-type: none"> Pets in Supported Housing: Dogs are not allowed in communal supported housing unless they are registered assistance dogs. Refer to the Pet Policy (accessible at:) for more information. 	
51. Pets You must obtain our prior written approval if you wish to keep a domestic pet in accordance with the Council's Pet Policy.		
52. Pets You must sign an undertaking committing you to 'responsible' pet ownership if your request to keep a pet has been approved.		
53. Pets If you fail to comply with terms of the Council's Pet Policy you must if asked by us permanently remove any animal from the Property.		
54. Pets You must not breed any pet with a view to sale.		
55. Pets You must not keep a dog if you live in a sheltered flat which is part of a communal scheme unless it is a registered assistance dog.		
	40. Dealing with Pests and Vermin <ul style="list-style-type: none"> You must prevent behaviours that encourage pests or vermin. Infestations: If an infestation occurs, you must report it to and cover the cost of necessary treatments. 	40. Dealing with Pests and Vermin <ul style="list-style-type: none"> Change: New clause detailing tenant responsibilities for preventing infestations and reporting them to). Reason: Provides guidance on pest management to maintain hygiene and safety.
56. Businesses You must not carry out any trade, business, or profession from the Property, whether for profit or not, without our prior written approval.	41. Running a Business from the Property <ul style="list-style-type: none"> You must not conduct any trade, business, or profession from the property without our prior written approval. 	41. Running a Business from the Property <ul style="list-style-type: none"> Change: Expanded to include rules for installing surveillance equipment and advertising goods or services from the property.

	<ul style="list-style-type: none"> • Surveillance Equipment: Permission is required before installing surveillance equipment, including doorbell cameras. • Sales and Advertising: You cannot sell, hire out, or exhibit goods or display advertisements at the property without written approval. 	<ul style="list-style-type: none"> • Reason: Adds clarity and conditions for running a business or installing surveillance equipment.
<p>57. Businesses You must obtain our prior written permission before installing any surveillance equipment.</p>		
<p>58. Businesses You must not sell, hire out, or exhibit goods or display advertisements at the Property without our prior written approval.</p>		
<p>59. Vehicles You must not park a motor vehicle on the Property, or permit one to be parked, unless a properly constructed footpath crossing is available, and the vehicle is kept on a hard standing that has been approved by us within the boundary of the Property. If you wish to install a hard standing you must request and receive written permission from us to do so.</p>	<p>42. Parking and Vehicle Maintenance</p> <ul style="list-style-type: none"> • You must not park motor vehicles on the property unless a properly constructed footpath crossing and a hard standing are present. • Hard-standing Installation: You must seek approval from the council and Hertfordshire County Council for installing a hard-standing and dropped kerb. • Caravans and Trailers: Storing caravans, campervans, or trailers on the property or in communal areas is prohibited without written permission. • Prohibited Vehicle Storage: Motorcycles or other vehicles must not be stored in the property or communal areas. • Vehicle Repairs: Vehicle maintenance is only allowed for vehicles owned by you or your household and must not occur on estate verges, footpaths, or garage forecourts. 	<p>42. Parking and Vehicle Maintenance</p> <ul style="list-style-type: none"> • Change: Expanded to include rules for hard-standing installation, storing trailers, and restrictions on vehicle repairs and parking. • Reason: Adds more detailed guidelines for parking and vehicle management on council properties.

	<ul style="list-style-type: none"> • Un-roadworthy Vehicles: Un-roadworthy or untaxed vehicles must not be left on council land or roads. • Vehicle Sales: Vehicles advertised for sale must not be parked on the property or local roads unless you are the registered owner. 	
60. Vehicles: You must not store a caravan/campervan or trailer at your property without our written permission.		
61. Vehicles You must not keep, or temporarily place, a motorcycle or other motorized vehicle inside the Property or in a communal area of the building. Disability Scooters, pushchairs, and prams must not be stored in the communal areas unless in an approved storage area approved by the council.		
62. Vehicles You must not service, maintain or repair vehicles at the Property unless either you or a member of your household is the registered owner.		
63. Vehicles You must not service, maintain or repair vehicles on any estate verge, amenity green, footpath, or garage forecourt.		
64. Vehicles You must not park vehicles on the Property or on the roads in the local area of the Property which are being advertised for sale unless you are the registered owner.		
65. Vehicles You must not park or abandon an un-roadworthy or untaxed vehicle on our land or on any road in the locality of the Property.		
66. Vehicles		

<p>You must not park or maintain vehicles in such a manner that it causes an obstruction or is likely to cause a nuisance.</p>		
<p>67. Covenants You must comply with any estate rules or similar regulations that apply to the property and with any covenants, conditions, or obligations which affect it, and which are binding on us as tenant or owner of it. You will be informed if any of these apply at the beginning of your tenancy.</p>	<p>43. Compliance with Covenants and Regulations You must comply with estate rules and covenants that apply to the property. You will be informed if any apply at the start of your tenancy.</p>	<p>43. Compliance with Covenants and Regulations</p> <ul style="list-style-type: none"> • Change: No substantive change. • Reason: Retains the tenant’s obligation to comply with estate rules and covenants.
<p>68. Housing Need You must not at any time during this tenancy be or become entitled to occupy other accommodation which is reasonably suitable for your occupation and which it would be reasonable for you to occupy. If you are at any time during this tenancy entitled to occupy other accommodation it shall be regarded as reasonable for you to occupy other accommodation notwithstanding that it is occupied by another person by virtue of a tenancy or other occupation agreement under which you or a member of your household are or would be entitled to receive the rent or other occupation charge.</p>	<p>44. Housing Need It will be a breach of the tenancy if you become the owner of a property that we consider suitable for you to live in. Failure to terminate this tenancy may result in us taking steps to end it.</p>	<p>44. Housing Need</p> <ul style="list-style-type: none"> • Change: Specifies that the tenancy may be breached if the tenant acquires another suitable property. • Reason: Ensures clarity on the consequences of owning other suitable accommodation.

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Your Rights

a) Current	b) Revised	c) Summary of Change
<p>69. To Occupy the Property You can live in the Property until you terminate this tenancy, or you are ordered to leave by the Court.</p>	<p>45. Right to Occupy the Property You have the right to live in the property until you terminate the tenancy or are ordered to leave by a court.</p>	<p>45. Right to Occupy the Property</p> <ul style="list-style-type: none"> • Change: No substantive change. • Reason: Maintains clarity on the tenant’s right to occupy the property.
<p>70. Security of Tenure</p> <ul style="list-style-type: none"> • Secure Tenants: You have a Secure Tenancy provided you occupy the Property as your only or principal home and keep to other terms of 	<p>46. Security of Tenure</p> <ul style="list-style-type: none"> • Secure Tenants: You have a secure tenancy as long as you live in the property as your main home and adhere to the terms of the agreement. 	<p>46. Security of Tenure</p> <ul style="list-style-type: none"> • Change: Expanded to include introductory tenants' rights and the consequences of failing to reside in the property.

<p>this agreement. We can only end your tenancy:</p> <ul style="list-style-type: none"> ○ (a) with your agreement, or ○ (b) if we can prove to the satisfaction of the County Court that we have grounds for obtaining possession of the Property. 	<ul style="list-style-type: none"> • Ending Secure Tenancy: We can only end the tenancy with your agreement or by proving to the court that we have legal grounds to obtain possession. • Introductory Tenants: We cannot end your introductory tenancy without a court order. Before seeking possession, we will serve a notice under Section 128 of the Housing Act 1996. You have 14 days to request a review of our decision. • Loss of Security of Tenure: If you stop residing in the property as your main home, we can serve a Notice to Quit and go to court to gain possession. 	<ul style="list-style-type: none"> • Reason: Clarifies the rules around security of tenure and the legal processes involved.
<p>71. Introductory Tenants You have no security of tenure, and the Council is entitled to recover possession by obtaining a court order. The Council will only seek to recover possession during the introductory period if it is believed that you have broken a term of this agreement. Before seeking possession, a Notice of Proceedings for Possession will be served on you setting out the Council's reasons for applying for an order. You will have the right to seek a review of this decision.</p>		

<p>72. One Succession If you die, and you are not yourself a successor, your tenancy will pass to a surviving joint tenant or your spouse/civil partner (or a person that has been living with you as a spouse/civil partner).</p> <ul style="list-style-type: none"> • A successor is someone: <ul style="list-style-type: none"> ○ Who obtained this tenancy or a previous tenancy from us as a result of the death of a previous tenant. ○ Who was a joint tenant but following the death of the other joint tenant is now a sole tenant. ○ Who has obtained this tenancy otherwise than by way of a tenancy exchange (unless they were a successor in respect of another tenancy) or an order made in family or civil partnership proceedings. 	<p>47. Succession Rights</p> <ul style="list-style-type: none"> • Introductory Tenants: Upon your death, your tenancy may pass to a spouse or civil partner if they are living in the property as their only home. If no spouse or partner qualifies, another family member who has lived with you for at least 12 months may succeed. • Secure Tenants: Similar rights apply, but cohabiting partners may also succeed. Family members other than a partner have no right to succeed unless the tenancy began before 1 April 2012. 	<p>47. Succession Rights</p> <ul style="list-style-type: none"> • Change: Expanded details for introductory tenants and secure tenants, outlining the rules for succession rights, including family member eligibility based on tenancy start dates. • Reason: Clarifies the rules for tenancy succession upon the tenant's death and provides guidance on who may succeed based on tenancy type and length of residency.
<p>72. One Succession If there is no surviving spouse/civil partner, then at any time when you are a Secure Tenant, we will not permit a succession to take place to any other person (unless your tenancy commenced prior to the 1st April 2012). We will, however, at our discretion consider granting a new tenancy of the Property to another member of your family as defined by section 113 of the Housing Act 1985 provided that:</p> <ol style="list-style-type: none"> 1. You are not a successor as defined above and were not granted this tenancy as a result of the operation of this clause. 2. They have been resident with you for a continuous period of at least twelve months ending with your death. 		

<p>3. They apply to us in writing to be granted a new tenancy within 3 months from the date of your death.</p> <p>If the Property is larger than the needs of the person who applies to be granted a new tenancy, we may offer a tenancy of an alternative more suitably sized dwelling.</p>		
<p>74. One Succession</p> <p>If more than one person is entitled to succeed and they cannot agree who is to do so, the Court will decide which person will have the tenancy. We can decide who (if anyone) will be granted a new tenancy if more than one person is entitled to and does apply.</p>		
<p>75. Right to Take in Lodgers</p> <p>You have the right to have a lodger or lodgers subject to the conditions set out in clauses 13 and 14 of these terms. You must inform us in writing when your lodgers move out.</p>	<p>48. Right to Take in Lodgers or Sublet (Secure Tenants Only)</p> <ul style="list-style-type: none"> • Introductory Tenants: You do not have the right to take in lodgers or sublet any part of the property during your introductory tenancy. • Secure Tenants: Once you become a secure tenant, you may take in a lodger or sublet part of your home, but you must obtain written permission from us first. • Notification: You must inform us in writing when your lodger or tenant moves out. • Overcrowding: You must not overcrowd the property, and you must continue to occupy the property as your sole or principal home. • Prohibited Subletting: You are not allowed to sublet the whole property or use it for short-term holiday lets (e.g., Airbnb). 	<p>48. Right to Take in Lodgers or Sublet (Secure Tenants Only)</p> <ul style="list-style-type: none"> • Change: Clarifies that introductory tenants cannot take in lodgers or sublet, while secure tenants can do so with written permission, and prohibits subletting the entire property or using it for short-term lets. • Reason: Provides clearer guidance on the differences between introductory and secure tenants regarding lodgers and subletting and introduces a ban on subletting for short-term holiday lets (e.g., Airbnb).
<p>76. Tenancy Exchange</p> <p>If you are a Secure Tenant, you have the right to exchange this tenancy with the tenancy of another of our tenants, of another local authority, or of a</p>	<p>49. Tenancy Exchange (Secure Tenants Only)</p> <ul style="list-style-type: none"> • Introductory Tenants: You do not have the right to exchange your tenancy during the introductory period. 	<p>49. Tenancy Exchange (Secure Tenants Only)</p> <ul style="list-style-type: none"> • Change: Specifies that introductory tenants cannot exchange tenancies, while secure tenants may exchange with permission,

<p>private registered provider of social housing (a Housing Association), provided that:</p> <ul style="list-style-type: none"> ○ (a) You have sought and obtained our written approval. ○ (b) The other landlord has given their written approval. ○ (c) Any condition applying to those approvals has been complied with. <p>If you are an Introductory Tenant you do not have a Statutory right to exchange.</p>	<ul style="list-style-type: none"> • Secure Tenants: You have the right to exchange your tenancy with another council tenant, housing association tenant, or local authority tenant, subject to certain conditions: <ul style="list-style-type: none"> a) You must obtain our written approval. b) The other landlord must provide written approval. c) Any conditions attached to those approvals must be complied with. • Restrictions: We can only withhold approval on specific grounds as laid out in Schedule 3 of the Housing Act 1985. • Payments for Exchanges: It is illegal to ask for or offer payments in connection with a tenancy exchange. <p>Refer to the Mutual Exchange Policy (accessible at: [redacted]) for more information.</p>	<p>subject to legal restrictions. Details of the policy also included.</p> <ul style="list-style-type: none"> • Reason: Clarifies the right of secure tenants to exchange their tenancy, subject to specific conditions, while confirming that introductory tenants do not have this right.
<p>77. Tenancy Exchange We can only withhold our approval on certain grounds which are set out in Schedule 3 to the Housing Act 1985.</p>		
<p>68. Tenancy Exchange You must not ask another person to make a payment to you in connection with a tenancy exchange or make such a payment yourself.</p>		
<p>79. Right to Transfer You have the right to apply to move to another of our properties in accordance with our allocations policy by joining our Housing Register provided that you are eligible and qualify to do so.</p>	<p>50. Right to Transfer You have the right to apply for a transfer to another of our properties through the "Moving with Dacorum" housing register, provided you are eligible and meet the qualifications.</p> <ul style="list-style-type: none"> • Secure Tenants: You may also transfer to properties owned by other local authorities or registered providers of social housing, subject to the agreement of the other tenant and our written consent. 	<p>50. Right to Transfer</p> <ul style="list-style-type: none"> • Change: Clarifies that secure tenants have the right to apply for a transfer to another property, while introductory tenants do not have this statutory right. Details of the policy also included. • Reason: Differentiates between the transfer rights of secure and introductory tenants and outlines the procedure for applying for a transfer.

	<ul style="list-style-type: none"> • Introductory Tenants: You do not have the statutory right to transfer. <p>Refer to the Housing Allocations Policy (accessible at: [redacted]) for more information.</p>	
<p>80. Right to Transfer</p> <p>If you are a Secure Tenant, you also have the right to transfer to another property held by certain other assured shorthold or flexible tenants of a private registered provider of social housing or a local authority subject to the agreement of the other tenant and our prior written consent, which will only be withheld on the grounds specified in Schedule 14 to the Localism Act 2011.</p> <p>Introductory Tenants do not have this right.</p>		
<p>81. Right to Buy (Secure Tenants only)</p> <p>When you become a Secure Tenant, you may have the right to purchase (or lease in the case of a flat or maisonette) the Property from us in accordance with the terms of the Housing Act 1985. We would not normally sell a property built or adapted for the use of an elderly or disabled person.</p>	<p>51. Right to Buy (Secure Tenants Only)</p> <ul style="list-style-type: none"> • Introductory Tenants: You do not have the right to purchase the property during your introductory tenancy. • Secure Tenants: Once you become a secure tenant, you may have the right to purchase or lease the property from us under the terms of the Housing Act 1985. • Exemptions: We would typically not sell properties built or adapted for elderly or disabled persons. 	<p>51. Right to Buy (Secure Tenants Only)</p> <ul style="list-style-type: none"> • Change: Confirms that introductory tenants do not have the right to buy, while secure tenants may have this right under the Housing Act 1985, with certain property exemptions. • Reason: Reinforces that introductory tenants are not eligible for the Right to Buy scheme, while secure tenants may be, subject to specific conditions.
<p>82. Right to Make Improvements and Alterations</p> <p>When you become a Secure Tenant you have the right to make improvements or alterations to the Property provided that you have complied with the conditions set out in clauses 27, 28, and 29 of these terms.</p>	<p>52. Right to Make Improvements (Secure Tenants Only)</p> <ul style="list-style-type: none"> • Introductory Tenants: You cannot make improvements or alterations to the property. • Secure Tenants: You have the right to make improvements or alterations, but you must first obtain written approval from us. Once approved, the work must be completed to a satisfactory standard within a reasonable time. 	<p>52. Right to Make Improvements (Secure Tenants Only)</p> <ul style="list-style-type: none"> • Change: Reiterates that introductory tenants cannot make improvements, while secure tenants may do so with written approval, and adds inspection requirements for completed work. • Reason: Clarifies the process and requirements for secure tenants to make

	<ul style="list-style-type: none"> ○ Inspections: We may inspect the completed work and, if it does not meet standards, you may be required to reinstate or correct it. ○ Aerials and Attachments: You must not install aerials, satellite dishes, or anything on external doors without written consent. ○ Planning Permissions: You must obtain any necessary planning permissions or building regulations approval for the work. 	improvements and alterations to their property.
<p>83. Compensation for Improvements (Secure Tenants only) As a Secure Tenant you have the right, at the termination of your tenancy, to claim compensation for certain improvements that you have made to the Property with our approval. Details of the improvements eligible and how compensation is calculated are available on request.</p>	<p>53. Compensation for Improvements (Secure Tenants Only) As a secure tenant, you may be entitled to claim compensation for certain improvements made to the property with our approval when your tenancy ends. Details of eligible improvements and compensation calculations are available upon request.</p>	<p>53. Compensation for Improvements (Secure Tenants Only):</p> <ul style="list-style-type: none"> ● Change: States that secure tenants may be entitled to compensation for certain approved improvements when the tenancy ends. ● Reason: Provides secure tenants with information about their right to claim compensation for approved improvements made during their tenancy.
<p>84. Right to Repair You have the right to receive compensation, or to request a different contractor, if we fail to complete certain repairs within timescales prescribed in legislation. Details are available on request.</p>	<p>54. Right to Repair You have the right to compensation or to request a different contractor if we fail to complete certain repairs within timescales prescribed by law. Further details are available on request.</p>	<p>54. Right to Repair</p> <ul style="list-style-type: none"> ● Change: Reworded for clarity; no substantive change. ● Reason: Ensures tenants understand their right to compensation if repairs are not completed within the prescribed legal timeframe.
<p>85. Right to View Personal Information You have the right to view the personal information on our records relating to you or your family as permitted by the Access to Personal Files (Housing) Regulations 1989. You should make your request in writing giving seven days' notice.</p>	<p>55. Right to View Personal Information You have the right to view any personal information we hold about you or your family members (with their explicit consent) under the GDPR. You can submit a request via email to foi@dacorum.gov.uk. We will respond within</p>	<p>55. Right to View Personal Information</p> <ul style="list-style-type: none"> ● Change: Added a timeframe within which the landlord must respond to tenant requests for personal information under GDPR. ● Reason: Ensures tenants know how long it will take to receive their personal data, aligning

	(insert timeframe here: [redacted]). More information can be found in our GDPR Policy accessible at: [redacted].	with GDPR requirements and improving transparency.
86. Right to Be Consulted You have the right to be consulted, both as an individual and/or as a member of a recognized group, on any proposals that we have which are likely to have a substantial effect on your Tenancy, the Property, or the local area.	56. Right to Be Consulted You have the right to be consulted, both as an individual and/or as a member of a recognised group, on any proposals we make that are likely to have a substantial effect on your tenancy, the property, or the local area.	56. Right to Be Consulted <ul style="list-style-type: none"> • Change: Reworded for clarity; no substantive change. • Reason: Retains the tenant’s right to be consulted on proposals affecting their tenancy, property, or local area.
87. Get Involved There are many ways you can get involved with the Housing Service. Please see your tenant handbook for more information.	57. Get Involved There are various ways you can get involved with the Housing Service. Refer to [redacted] (accessible at: [redacted]) for more information.	57. Get Involved <ul style="list-style-type: none"> • Change: Reworded for clarity; no substantive change. • Reason: Encourages tenants to engage with housing services and provides a reference to the [redacted] for more information.
88. Get Involved You have the right as a member of the public to go to meetings of the Council and its Committees as an observer. You may, subject to certain conditions (including giving notice in advance), speak directly to a Committee on an issue that affects you.	58. Right to Attend Council Meetings As a member of the public, you have the right to attend council meetings and committee sessions as an observer. In certain cases (subject to conditions like advance notice), you may also speak on issues that affect you.	58. Right to Attend Council Meetings <ul style="list-style-type: none"> • Change: No substantive change. • Reason: Retains the tenant’s right to attend council meetings and speak on issues affecting them.
	59. Right to Complain You have the right to make a formal complaint about the housing service if you feel dissatisfied with any aspect of the service provided. Full details of our complaints procedure, including how to submit a complaint and the stages of review, can be found [redacted] (accessible at: [redacted]). You may also escalate your complaint to the Housing Ombudsman if you are not satisfied with our response, once the internal process is complete.	59. Right to Complain <ul style="list-style-type: none"> • Change: The new clause has been added to specify the formal nature of complaints and to include the option of escalating the complaint to the Housing Ombudsman if the tenant is dissatisfied with the council’s response. • Reason: Provides tenants with clearer guidance on how to submit a formal complaint, as well as additional information on their rights to escalate the issue if not resolved internally. This ensures transparency and sets

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out a comprehensive complaints process, aligning with best practices.

Rights Reserved By Us

a) Current	b) Revised	c) Summary of Change
<p>89. Emergency Access We reserve the right, in an emergency, to enter the Property without prior notice and carry out essential repairs needed to prevent injury to any person or damage to property. We will, provided that the need to make entry has not arisen as a result of your act or default, make good any damage caused in this process and, where necessary, re-secure the Property.</p>	<p>60. Emergency Access We reserve the right to enter the property without prior notice in emergencies to carry out essential repairs or prevent injury or damage. Any damage caused during this process will be repaired, and the property will be re-secured if necessary— provided the emergency access was not caused by your neglect. Examples of emergencies include (insert examples such as gas leaks, floods, etc.:).</p>	<p>60. Emergency Access</p> <ul style="list-style-type: none"> • Change: Space added to provide examples of emergencies (e.g., gas leaks, floods) to clarify the situations in which emergency access without prior notice might occur. • Reason: Provides tenants with a clearer understanding of when emergency access might be required, reducing ambiguity around what constitutes an emergency.
<p>90. Recovery of Expenses You must repay to us our costs where, through your failure to comply with the terms of this agreement, we have to undertake repairs, rubbish removal, or garden maintenance. We shall only invoke this clause where you have failed, following a request from us, to attend to the problem or where the problem becomes apparent following the termination of your tenancy.</p>	<p>61. Recovery of Expenses If we need to carry out repairs, rubbish removal, or garden maintenance because of your failure to meet your obligations under this agreement, we will charge you for the costs incurred. However, we will only do this after giving you reasonable notice to address the issue yourself.</p>	<p>61. Recovery of Expenses</p> <ul style="list-style-type: none"> • Change: Reworded for clarity, outlining when tenants will be charged for repairs, rubbish removal, or garden maintenance. • Reason: Provides clearer guidance on the circumstances in which tenants will be responsible for costs incurred by the landlord due to tenant negligence.
<p>91. Legal Costs You must pay to us any costs that we incur in taking legal action to enforce the terms of this Agreement or to bring it to an end because of a breach by you of its terms.</p>	<p>62. Legal Costs You must cover any legal costs we incur in enforcing the terms of this agreement or ending it due to a breach by you.</p>	<p>62. Legal Costs</p> <ul style="list-style-type: none"> • Change: No substantive change. • Reason: Retains the requirement that tenants must cover legal costs if the landlord has to enforce the terms of the tenancy.

Ending The Tenancy

a) Current	b) Revised	c) Summary of Change
<p>92. Notice You must notify us in writing at least four clear rent weeks ahead of your intention to terminate the tenancy. Your notice should end on a Sunday</p>	<p>63. Notice to Terminate You must give us at least four clear rent weeks' notice in writing if you intend to terminate the</p>	<p>63. Notice to Terminate</p> <ul style="list-style-type: none"> • Change: Clarifies that joint tenancy can be ended by notice from one tenant and

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<p>or a Monday. We may at our discretion accept shorter notice than this or notice expiring on a different day.</p>	<p>tenancy. The notice period typically ends on a Sunday.</p> <ul style="list-style-type: none"> • Joint Tenancies: Notice given by one joint tenant will end the entire tenancy. • Shorter Notice: In exceptional circumstances, we may accept shorter notice at our discretion. 	<p>introduces the possibility of shorter notice in exceptional cases.</p> <ul style="list-style-type: none"> • Reason: Provides additional clarity on how to terminate the tenancy, especially in joint tenancies.
<p>93. Keys You must return all of the keys to the Property to us at the Council’s Offices by noon on the Monday following the termination of your tenancy. If you do not, we shall change the locks. We will charge you for this together with any additional rental loss caused by the delay.</p>	<p>64. Returning Keys You must return all keys (including window keys, shed keys, entry fobs, etc.) to us by noon on the day your tenancy ends. If the keys are not returned, we will change the locks and charge you for the cost, as well as any rental loss caused by the delay. If you lose or damage keys before the tenancy ends, notify us immediately to arrange a replacement.</p>	<p>64. Returning Keys</p> <ul style="list-style-type: none"> • Change: Added a process for handling lost or damaged keys before the tenancy ends, with instructions to notify the landlord immediately to arrange for replacements. • Reason: Ensures tenants know what to do in the event of lost or damaged keys before vacating, reducing confusion and potential disputes.
<p>64. Prior Inspection You must arrange for us to have access to inspect the Property during the period of notice so that we can determine any making good required before you leave.</p>	<p>65. Pre-move Inspection and Access You must allow us access to inspect the property during the notice period to determine any work that needs to be done before you leave. We may also want to arrange viewings with prospective new tenants during this time.</p>	<p>65. Pre-move Inspection and Access</p> <ul style="list-style-type: none"> • Change: Clarifies that the landlord may also arrange viewings with prospective tenants during the notice period. • Reason: Ensures tenants are aware of the potential for viewings before they vacate the property.
<p>95. Condition of Property You must remove all furniture, personal belongings, and rubbish and leave the Property, its decorations, fixtures and fittings, and any appliances we have provided in a clean condition when you move out. If you leave behind any personal belongings when you leave, we may dispose of them in accordance with our Disposal of Tenants Goods policy.</p>	<p>66. Condition of the Property Upon Vacating</p> <ul style="list-style-type: none"> • You must remove all furniture, personal belongings, and rubbish from the property, leaving it clean and ensuring that decorations, fixtures, and appliances provided by us are in good condition. • Belongings Left Behind: Any belongings left behind will be disposed of in accordance with our Disposal of Tenants’ Goods Policy (accessible at:). 	<p>66. Condition of the Property Upon Vacating</p> <ul style="list-style-type: none"> • Change: Adds specific requirements for tenants to arrange final meter readings and ensure gas pipes are capped by an approved contractor. • Reason: Provides clearer guidance on the steps tenants must take before leaving, including final safety measures and cleaning.

	<ul style="list-style-type: none"> You will be charged for any damage beyond fair wear and tear. You must arrange for final meter readings and ensure gas pipes are safely capped off by an approved contractor before you leave. 	
<p>96. Condition of Property You must pay for repair or replacement for any damage, other than fair wear and tear, that has been caused while you have been the tenant.</p>		
<p>97. Condition of Property You must arrange for final readings of all meters and for any open gas pipes (e.g. to the cooker or gas fire) to be capped off by an approved contractor prior to leaving.</p>		
<p>98. Vacant Possession You must not leave anyone living in the Property when you move out. All pets must also be removed from the Property when you leave.</p>	<p>67. Vacant Possession You must not leave anyone living in the property when you vacate it. All pets must also be removed from the property.</p>	<p>67. Vacant Possession</p> <ul style="list-style-type: none"> Change: No substantive change. Reason: Retains the requirement that the property must be vacated fully, including the removal of pets, upon termination.
<p>69. Ending Joint Tenancies Where either joint tenant wishes to terminate their interest in a tenancy, they must give notice terminating the tenancy in accordance with section 60. We will then decide whether any of the other joint tenants can remain in the Property, be offered more suitable accommodation, or be required to find their own alternative accommodation.</p>	<p>68. Ending Joint Tenancies If only one joint tenant wishes to end the tenancy, independent legal advice should be sought. When one joint tenant serves notice, it terminates the tenancy for both tenants. The council will decide whether the remaining tenant can stay in the property, be offered alternative accommodation, or be required to find their own alternative accommodation.</p>	<p>68. Ending Joint Tenancies</p> <ul style="list-style-type: none"> Change: Adds guidance that legal advice should be sought if only one tenant wishes to end a joint tenancy and clarifies the landlord's decision-making process for the remaining tenant. Reason: Provides additional legal clarity for joint tenants when one tenant wishes to terminate the tenancy.

Dacorum BC Community Impact Assessment (CIA) Template

Policy / service / decision

Tenancy Agreement Review

Description of what is being impact assessed

What are the aims of the service, proposal, project? What outcomes do you want to achieve? What are the reasons for the proposal or change? Do you need to reference/consider any related projects?

Stakeholders; Who will be affected? Which protected characteristics is it most relevant to? Consider the public, service users, partners, staff, Members, etc

It is advisable to involve at least one colleague in the preparation of the assessment, dependent on likely level of impact

Dacorum Borough Council (DBC) is conducting a review of its Secure Tenancy Agreement, which is issued to tenants. Following the review and a statutory consultation period, the revised agreement and its conditions will apply to both existing and new tenants.

While the tenancy rights of social housing tenants are determined by legislation, the tenancy conditions allow landlords to manage their housing stock effectively and ensure compliance with regulations.

The review is designed to assess whether the current Tenancy Agreement remains fit for purpose, focusing on whether clauses need adjusting, removing, or adding. This review also offers an opportunity to engage meaningfully with our residents, in accordance with the Consumer Standards for social housing providers, allowing their views on the proposed changes to be heard.

The Tenancy Agreement governs the relationship between tenants and their landlord, outlining the roles, rights, and responsibilities of both parties. The agreement is due an update because elements are now outdated and in need of revision.

The updated tenancy agreement is designed to be inclusive and equitable, ensuring no negative impacts on protected groups or other identified factors. The neutral to positive outcomes reflect the council's commitment to promoting fairness, addressing tenant needs, and fostering cohesive communities. The formal consultation process will provide further opportunities to refine the agreement and ensure all potential impacts are considered.

Evidence

What data/information have you used to assess how this policy/service/decision might impact on protected groups?

(include relevant national/local data, research, monitoring information, service user feedback, complaints, audits, consultations, CIAs from other projects or other local authorities, etc.). You should include such information in a proportionate manner to reflect the level of impact of the policy/service/decision.

To assess the potential impact of the Tenancy Agreement Review on protected groups, the following data and information sources will be utilised:

- **National Legislation and Guidelines:**

- **Equality Act 2010:** Ensures that proposed changes comply with requirements to prevent discrimination and promote equality for protected groups.
- **Housing Act 1985** and associated legislation: Provides the framework for secure tenancy agreements and their legal implications.

- **Local Authority Data:**

- **DBC Tenant Demographics:** Local housing service records, including demographic data on age, disability, ethnicity, and other protected characteristics, will be used to identify potential areas of impact.
- **Complaints and Feedback:** Analysis of historical complaints and service user feedback to highlight any recurring issues affecting protected groups.

- **Consultations and Engagement:**

- **Tenancy & Leasehold Committee (TLC):** Feedback from the committee, representing tenants with diverse backgrounds, has helped identify concerns and areas for improvement.

- **Service User Surveys:** Input from previous tenant satisfaction surveys to capture views on tenancy conditions and their impact on various groups.
- **Best Practice and Benchmarking:**
 - **Other Local Authorities:** Review of tenancy agreements and CIAs from comparable councils to understand how similar changes have been implemented and their outcomes.
 - **National Housing Federation Guidance:** Recommendations on inclusive and equitable tenancy management practices.
- **Internal Monitoring:**
 - **Audits:** Reviews of tenancy breaches, complaints, and enforcement actions to understand whether any patterns suggest disproportionate impacts on protected groups.
 - **Periodic Tenant Reviews:** Data from regular tenancy reviews to identify any specific challenges faced by tenants with protected characteristics.

This evidence has been compiled in a proportionate manner, reflecting the potential for moderate but important impacts on protected groups due to changes in tenancy conditions and responsibilities.

Who have you consulted with to assess possible impact on protected groups? *If you have not consulted other people, please explain why? You should include such information in a proportionate manner to reflect the level of impact of the policy/service/decision.*

To ensure the assessment captures diverse perspectives and considers potential impacts on protected groups, the following consultations have been or will be conducted:

- **Tenancy & Leasehold Committee (TLC):** This group provided valuable insights into tenant experiences and possible unintended consequences of the proposed changes for protected groups. A follow-up questionnaire was issued to gather more detailed feedback.
- **Heads of Service (Housing and Related Teams):** Heads of Service will be asked to review the draft tenancy agreement and consider the implications for tenants, including those with protected characteristics.
- **Internal and External Legal Teams:** Legal teams will be instructed to ensure that proposed changes comply with the Equality Act 2010 and avoid introducing or perpetuating any disadvantage for protected groups.
- **Housing Senior Leadership Team (HSLT) and Portfolio Holder (PH):** Proposed revisions of tenancy agreement were presented to HSLT and PH for further review, ensuring strategic oversight of potential impacts.
- **National Benchmarks:** Best practices from other local authorities will be reviewed to understand how changes to tenancy agreements have been implemented equitably and inclusively.

Reason for Limited External Consultation:

A wider tenant consultation, including individuals from protected groups, will take place during the formal consultation process, as required under Section 105 of the Housing Act 1985. This ensures all tenants, particularly those from protected groups, have the opportunity to provide input. External consultation has been limited at this stage to focus on internal review and benchmarking before broader engagement begins.

Analysis of impact on protected groups (and others)

The Public Sector Equality Duty requires Dacorum BC to eliminate discrimination, advance equality of opportunity and foster good relations with protected groups. Consider how this policy/service/decision will achieve these aims. Using the table below, detail what considerations and potential impacts against each of these using the evidence that you have collated and your own understanding. Based on this information, make an assessment of the likely outcome, **before** you have implemented any mitigation.

- The PCs of *Marriage and Civil Partnership* and *Pregnancy and Maternity* should be added if their inclusion is relevant for impact assessment.
- Use “insert below” menu layout option to insert extra rows where relevant (e.g. extra rows for different impairments within Disability).

Summary of impact		Negative impact / outcome	Neutral impact / outcome	Positive impact / outcome
Protected group	<i>What do you know? What do people tell you? Summary of data and feedback about service users and the wider community/ public. Who uses / will use the service? Who doesn't / can't and why? Feedback/complaints?</i>			
Age	<ul style="list-style-type: none"> • The updated tenancy agreement includes clear and accessible language, making it easier for tenants of all ages to understand their rights and responsibilities. • Older tenants may benefit from provisions for regular tenancy reviews, as these visits provide an opportunity to identify and address specific needs (e.g., adaptations for mobility). • No clauses disproportionately disadvantage tenants based on age. 	□	□	☒
Disability (physical, intellectual, mental) <i>Refer to CIA Guidance Notes and Mental Illness & Learning Disability Guide</i>	<ul style="list-style-type: none"> • The agreement aligns with the Equality Act 2010, ensuring reasonable adjustments are considered for tenants with disabilities. • Provisions to ensure properties meet habitability standards (e.g., addressing damp or heating issues) positively impact tenants with physical or mental health challenges. 	□	☒	□

	<ul style="list-style-type: none"> • Clearer clauses may reduce stress or confusion for tenants with intellectual or cognitive disabilities. 			
Gender reassignment	<ul style="list-style-type: none"> • No provisions directly affect tenants undergoing or having undergone gender reassignment. • The agreement remains inclusive and equitable for all tenants, with no anticipated adverse impacts. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marriage and Civil Partnership	<ul style="list-style-type: none"> • The agreement applies equally to tenants regardless of their marital or civil partnership status. • Clauses addressing household composition are neutral and non-discriminatory. 	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Race and ethnicity	<ul style="list-style-type: none"> • The agreement's plain language approach ensures accessibility for tenants for whom English may not be their first language. • Engagement with diverse tenant groups during the consultation phase will ensure the agreement reflects varied cultural perspectives. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Religion or belief	<ul style="list-style-type: none"> • The agreement does not contain clauses that could disadvantage tenants based on their religion or belief. • Provisions for communal areas and tenant responsibilities remain inclusive and do not conflict with religious practices. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sex	<ul style="list-style-type: none"> • The agreement treats all tenants equitably regardless of sex, with no clauses disproportionately affecting one group. • Existing processes for reporting domestic abuse remain a priority and are supported by the agreement. 	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sexual orientation	<ul style="list-style-type: none"> • The agreement ensures equality for all tenants regardless of sexual orientation, with no anticipated impacts. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<p>Not protected characteristics but consider other factors, e.g. carers, veterans, homeless, low income, loneliness, rurality etc.</p>	<ul style="list-style-type: none"> • Carers: Periodic tenancy reviews provide opportunities to identify and support tenants with caring responsibilities. • Veterans: Provisions for tenancy stability and anti-discrimination clauses align with support for veterans. • Low Income: Updates to clarify tenant responsibilities aim to reduce misunderstandings and associated costs for tenants on low incomes. • Rurality: The agreement’s flexibility allows for considerations of rural-specific needs (e.g., access to essential services). • Loneliness: Provisions for communal area use and tenancy reviews may help reduce isolation by fostering connections within communities. 	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Negative impacts / outcomes action plan</p>				
<p>Where you have ascertained that there will potentially be negative impacts / outcomes, you are required to mitigate the impact of these. Please detail below the actions that you intend to take.</p>				
<p>Action taken/to be taken <i>(copy & paste the negative impact / outcome then detail action)</i></p>	<p>Date</p>	<p>Person responsible</p>	<p>Action complete</p>	
<p>n/a</p>	<p>n/a</p>	<p>n/a</p>	<p style="text-align: center;"><input type="checkbox"/></p>	
<p>If negative impacts / outcomes remain, please provide an explanation below.</p>				

n/a	
Completed by (all involved in CIA)	<ul style="list-style-type: none"> • Ryan Glanville, Assistant Head of Housing Operations • Oliver Jackson, Head of Housing Operations • Natahsa Beresford, Assistant Director – Housing Operations & Safe Communities
Date	21/11/2024
Signed off by (<i>AD from different Directorate if being presented to CMT / Cabinet</i>)	Matt Rawdon (Assistant Director – People)
Date	22 November 2024
Entered onto CIA database - date	[date]
To be reviewed by (officer name)	[name]
Review date	[date]



Report for:	Cabinet
Title of report:	Mayoral Service
Date:	10 th December 2024
Report on behalf of:	Councillor Adrian England, Leader of the Council
Part:	I
If Part II, reason:	N/A
Appendices:	Community Impact Assessment
Background papers:	None
Glossary of acronyms and any other abbreviations used in this report:	SLT – Strategic Leadership Team CAD – Community Action Dacorum

Report Author / Responsible Officer

Mark Brookes, Assistant Director (Legal and Democratic Services)



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Corporate Priorities	Community Engagement Service Improvement and Delivery Vibrant Communities Sustainable Future Proud and Thriving Borough
Wards affected	All

<p>Purpose of the report:</p>	<p>To provide an overview of proposals for the future operation of the Mayoral Service and seek approval for the development of the Mayor's Future Fund.</p>
<p>Recommendation (s) to the decision maker (s):</p>	<p>That Cabinet:</p> <ol style="list-style-type: none"> 1) Notes the overview of the Mayor's support service as highlighted in the report. 2) Agrees the development of a Mayor's Future Fund (MFF) working in conjunction with Community Action Dacorum (CAD) as set out in section 4 and delegates authority to the Assistant Director, Legal and Democratic Services in consultation with the Leader of the Council to finalise the Service Level Agreement to oversee the operation of the MFF. 3) Note the Mayoral Events Programme as set out in section 5.4.
<p>Period for post policy/project review:</p>	<p>The Mayoral Service is kept under continuous review by the Mayor, Leader of the Council and the Monitoring Officer and updates and changes are proposed when required.</p>

1 Introduction/Background:

- 1.1 The ancient office of the Mayor dates back to a time when Mayors had much wider authority and power than they do today. In some authorities, the role of the Mayor includes wider powers, but in Dacorum Borough Council, it is primarily a civic and ceremonial role, with the exception of chairing Council meetings
- 1.2 However, the importance of the position is still widely recognised and remains the highest office that the citizens of a borough, through their elected representatives, can confer. It makes the holder their “First Citizen”. This means that within the Borough, the Mayor ranks above everyone except the Royal Family and the Lord Lieutenant of Hertfordshire - the county’s personal representative of the monarch.
- 1.3 The role of the Mayor is different from that of a Councillor and the Mayor acts in a non-political manner when carrying out this civic role.
- 1.4 The Deputy Mayor will carry out the civic role of the Mayor when the Mayor is unable to do so.
- 1.5 Each Mayor will adopt their own personal approach to the role but, in all cases, there is a responsibility to uphold the dignity of the office.
- 1.6 The Mayor and Deputy Mayor have an important and varied role, which they perform for the Council and residents of Dacorum. The role and function are set out in Part 2 of the Constitution as follows:
 - to uphold and promote the purposes of the Constitution, and to interpret the Constitution when necessary;
 - to preside over meetings of the Council so that its business can be carried out efficiently and with regard to the rights of Councillors and the interests of the community;
 - to ensure that the Council meeting is a forum for the debate of matters of concern to the local community and the place at which Councillors are able to hold the Cabinet and Committee Chairmen to account;
 - to promote public involvement in the Council’s activities;
 - to be the conscience of the Council;
 - to attend and perform such civic and ceremonial functions as the Council, and he/she, determines appropriate; and
 - to encourage and support the voluntary sector within the Borough.
- 1.7 The resources provided by the Council to support the Mayor are proportionate and modest and reflect a modern and streamlined approach to the Mayoralty in the context of the challenging financial environment for Local Government and for the communities that the Council serves.
- 1.8 The function of the Mayoralty is supported by different teams in the Council. The day-to-day support for the Mayor, including management of the Mayor’s attendant support, is provided through the Democratic Support Team whilst event management support is provided through the Communication and Engagement Team.
- 1.9 The support service to the Mayoralty is kept under continuous review and any changes required are agreed with the Mayor and Deputy Mayor to ensure that the service can evolve to meet changing requirements, demands and expectations of the public and Mayoralty.
- 1.10 This report is prepared to keep all Members updated on a number of changes proposed and it sets out proposals for how the Mayoralty could develop so that it reflects a more modern and relevant function and can further support community organisations in the Borough.

2 Key Issues/items for consideration

The report will focus on three proposals for future service delivery as follows:

- Arrangements for the Mayor's Car and support and ceremonial aspects of the role;
- Fundraising and charitable support – Mayor's Future Fund;
- Principles for the events programme and how it will be developed each municipal year.

3 Arrangements for the Mayor's Car

- 3.1 Historically, a prestige car for the sole use of the Mayoralty has been made available, along with two Mayor's Attendants who serve as chauffeurs and perform the function of the Mayor's Attendant/Macebearers.
- 3.2 The suitability of the current Civic Car has been reviewed and options for its replacement have been considered by SLT, relevant Portfolio Holders and the Mayor.
- 3.3 Feedback provided through this consultation highlighted that the Mayor's car and chauffeur service should fulfil the following criteria:
 - Provide a consistent, secure and reliable service for the Mayor to attend events as required.
 - If the Borough is to have a car for the First Citizen, it should be designed to promote the Borough and project the values of the Council.
 - The car should support the climate change agenda.
 - Any car should be cost effective and efficient.
 - Consideration should be given to whether the car could be available for other Council uses.
- 3.4 Accordingly, proposals have been agreed for a refreshed approach to the provision of the Mayor's car.
- 3.5 The current car has been replaced with a Kia multi-use electric vehicle which supports the Council's Climate Change priorities. The vehicle has a suitable electric range so that it can fulfil the multi-use function proposed.
- 3.6 The new electric car will be used to support the Courier service when it is not in use as the Mayor's car and, if required, it can be used for other service requirements, such as attending meetings across the Borough, when it is not required for the Mayoralty.
- 3.7 Through this approach, the Council will be able to remove two petrol vehicles from its fleet, (the prestige Mayor's Car which has now been returned and the Courier Van). This is a positive step towards the Council's climate change commitments.

Ceremonial aspects of the Mayoralty

- 3.8 The Mayor is the Borough's First Citizen and is considered to be the representative of His Majesty the King within the Local Authority's area.
- 3.9 The Office of Mayor is the highest honour the Council can bestow upon a Member and reflects a high level of public service and the esteem, respect and regard in which the holders are held.
- 3.10 Therefore, as a matter of civic protocol, there are some ceremonial arrangements that should be adhered to; specifically in respect of receiving any member of the Royal family or the Lord-Lieutenant, who is the official representative of His Majesty the King for the county of Hertfordshire. When the Lord Lieutenant is attending an event, in their official capacity in Hertfordshire, they should be received with the same degree of etiquette and protocol afforded to any member of the Royal Family. A separate protocol for receiving a

member of the Royal family or the Lord Lieutenant as their representative should be referred to for these formal occasions.

- 3.11 The Mayor also has a role to Chair the meetings of the Council in an impartial manner.
- 3.12 Otherwise, the role and duties of the Mayor are civic and ceremonial, undertaken on behalf of the Borough. These are varied and cover many aspects, but include:
- Acting as an Ambassador for the Borough
 - Upholding Civic Pride
 - Promoting the Borough
 - Encouraging and supporting Local Industry, Business and Commerce
 - Supporting Local Charities and Community groups
 - Representing the Council at Civic, Social, Cultural, Charitable, Religious/Faith and many other wide- ranging functions and events
 - Receiving Official Visitors
- 3.13 Due to the nature of the role, there are no statutory requirements governing the day-to-day activities of the Mayor.
- 3.14 The Mayor's chain and badge of office are the outward signs of the civic office held, i.e. its insignia. The Mayor should wear the chain at ceremonial occasions, such as the Civic Service, Remembrance Sunday parade and service, Royal visits and when chairing Council meetings. The Mayor may also wear the chain, when officially invited as Mayor, to external functions.
- 3.15 Civic chains should never be worn with a military uniform. However, a Mayor, who is a member of the clergy, may wear full canonicals with the chain over the gown. Similarly, the chain may be worn over academic dress.
- 3.16 The Mayor should not wear the civic insignia in another area without express permission from the Council for that area. This is called obtaining chain clearance.
- 3.17 Robes of Office are also available and should only be worn on very formal or special civic occasions. There is no formal requirement for the Mayor to wear robes whilst chairing meetings of the Council and whether to do so, or not, is the choice of each Mayor.
- 3.18 The Mace is a symbol of authority and should only be used on very formal occasions, (when the Mayor is wearing Robes of Office), unless there are special circumstances such as school visits where it may be seen as important for educational purposes. The Mace is carried by a Mace Bearer and immediately precedes the Mayor.

4. Fundraising and Charitable Support

Current Arrangements

- 4.1 Currently, the Mayor nominates a chosen charity at the start of their one-year term of office. Typically, these are local charitable organisations. Various fundraising events may take place across the year where funds are collected and then transferred to the nominated charity. A key event, which is supported by Council staff, is the annual civic dinner where, in the past, a raffle with donated prizes has been held, and funds are raised for the Mayor's nominated charity.
- 4.2 The Council has limited staffing resource or budget available to support the Mayor with charitable and fundraising events outside the regular events programme.

The Council's events programme includes the following events in Mayor's civic calendar:

- **Mayor Making Annual Council and function afterwards**

- **Windrush celebration (and flag raising)**
- **Raising of the Pride Flag (and any other relevant flag raising ceremonies)**
- **Armed Forces Day**
- **Remembrance Day parade and service**
- **Mayor's Civic Dinner**
- **Mayor's Civic Service**

In addition, the Mayor is invited to, and attends, a number of events and visits organised by third parties such as schools, local charities and other organisations both with Dacorum and the wider Hertfordshire area.

- 4.3 The Mayor's contribution to charitable activities and fundraising is constrained by local governments' resource limitations and it is considered that there is an opportunity to create a partnership with the voluntary sector, which could help to increase the profile of the Mayor for fundraising opportunities and provide a consistent approach to fundraising to each new Mayor.
- 4.4 In the Constitution, the role description for Dacorum Mayor includes "supporting the voluntary sector" and not expressly "fundraising". However, fundraising is compatible with the role of the Mayor, especially if it is in partnership with the voluntary sector rather than substantially funded via Council resources.

Mayor's Future Fund

- 4.5 At the request of the Mayor and Deputy Mayor, Officers have developed a proposal for the establishment of a "Mayor's Future Fund" brand which aims to achieve increased resource for more activities/events through a better partnership and devolved ownership of the fundraising.
- 4.6 The core principle is that the Mayor's Future Fund (MFF) will create a way for smaller charities who cannot support a year's commitment to the Mayor, to be usefully involved in sharing the organising burden of event support by participating in a slot within a month-by-month calendar of events. This will enhance the Mayor's role through the opportunities of partnership, it will build community spirit and provide the opportunity for devolved voluntary fundraising.
- 4.7 Such a partnership is a way for the Mayor to support smaller charities by embedding "The Mayor of Dacorum" into their event and enhancing their fundraising reach just as their involvement enhances the activity of the Mayor. The key point is that most of the MFF fundraising will be organised by the charities, and so the Council, through the Mayor, is not the organiser of events or the administrator for the fund, but the Mayor would attend and support the events as an invited 'guest of honour'. The Council will therefore only organise the formal end of year Civic Dinner and the other events described in section 4.2 above and any surplus money raised at the Civic Dinner event could be passported through to the MFF administered by Community Action Dacorum (CAD).
- 4.8 The Charity sector at large, through CAD, believe that they can generate up to 12 events per year and collaborate to raise significant funds, if those funds are collected by CAD on behalf of the MFF. Fundraising is expected to be boosted by a) the draw of "the Mayor" and b) the impetus to the smaller charities to have access to funding raised in return for their resourcing and promotion of events. The Mayor's attendance comes with the agreement to use the MFF branding as the central funding brand, but this will be administered by CAD.
- 4.9 Charitable donations over the last 5 years have ranged from £6,000-£10,000 per year and the aim will be to increase this amount through the MFF.
- 4.10 The MFF would also mean that there is no need to review or seek funding to support through other Council funds such as the Community Grants Budget or Community

infrastructure Levy and this will enable those funds to be allocated in accordance with current allocation processes.

Governance of the Mayor's Future Fund

- 4.11 While Community Action Dacorum will be responsible for the MFF, and the receipt and distribution of all funds received, the Council and the Mayor will be closely associated with the funds. Therefore, while the Council will not be legally responsible for the fund, it needs to ensure that there are appropriate safeguards in place to protect the reputation of the Mayor.
- 4.12 Accordingly, a detailed Service Level Agreement will be developed with CAD to document the key responsibilities of each partner including:
- Financial accounting of money received through the MFF and distribution of proceeds
 - Agreement on how funds from the MFF will be distributed to charities and the Mayor's involvement in that process
 - Reporting to the Council on funds received and their distribution
 - Event management responsibilities including insurance
 - Promotion and advertising
 - Civic protocol
 - The Council's immediate ability to terminate support for the MFF if there are any issues which adversely impact the reputation of the Mayor
- 4.13 From a Dacorum perspective the MFF should require no financial support once it is up and running as this will all be done through CAD. There will be some officer time required to ensure that CAD are complying with their obligations in the SLA, but this can be overseen by the Democratic Services team within existing resources.

Why Community Action Dacorum?

- 4.14 Community Action Dacorum is the infrastructure body for the voluntary and community sector in Dacorum. It exists to guide and support the sector and acts as a membership body for the small organisations the Future Fund aims to support. It is therefore appropriately positioned with the voluntary sector organisation in the Borough, and its charitable objectives would fit with the role of distributing funding, CAD also has a long track record of supporting its members by performing this role. CAD is therefore ideally placed to deliver the Future Fund on behalf of the sector and the Mayor.

5. Mayoral Events Programme

- 5.1 The Council has a very small in-house events team that supports, manages, and delivers the Council's events programme. This modest events programme is agreed annually by the Strategic Leadership Team and the Portfolio Holder for People and Transformation. A budget is agreed, (usually as a reserves draw down), on an annual basis to support the programme.
- 5.2 The resources available to support the Mayor effectively set the parameters for the scale and scope of Mayoral activity for any given year. It is considered that the current level of resources reflect the requirements of a modern mayoralty, whilst also recognising the impact of the cost of living crisis amongst our communities and the challenging Local Government financial landscape.
- 5.3 The development of the programme also includes the establishment of clarity on roles and responsibilities in relation to each event. It is very important that all events are managed effectively to maximise impact and minimise risk to the Council and the people who attend, and to ensure that the Council's limited resources are used in the most effective way.

- 5.4 The Council's events programme includes the following events in Mayor's civic calendar:
- Mayor Making Annual Council and function afterwards
 - Windrush celebration (and flag raising)
 - Raising of the Pride Flag (and any other relevant flag raising ceremonies)
 - Armed Forces Day
 - Remembrance Day parade and service
 - Mayor's Civic Dinner
 - Mayor's Civic Service
- 5.5 These main Mayoral events are managed by the central events team in order to make the most of the expertise and contacts within the service, to ensure value for money and to ensure risks such as health and safety are mitigated effectively. Due to resourcing and budgetary constraints, it is not possible to grow the civic programme in year without the provision of additional resource or by replacing previously agreed events.
- 5.6 The programme does not include the many events and engagements which the Mayor attends as a dignitary. These diary commitments are managed through the Democratic Support team. There are opportunities to promote these events and to publicise the Mayor's attendance afterwards. In order to do this effectively, some background information is required before these engagements, and the Head of Communications and Engagement and the Democratic Support Manager will work together to ensure that this is provided and that communication activity is effective following events.
- 5.7 If agreement is reached to create the Mayor's Future Fund, any additional attendance at events arranged through CAD will be managed as part of the Mayor's usual diary management.
- 5.8 In order to ensure that the incoming Mayor's ambitions can be understood and resourced, it is proposed that an early induction meeting in late May each year is held. This will be attended by the following people:
- The Mayor
 - The Deputy Mayor
 - The Strategic Director (People and Transformation)
 - The Strategic Director (Corporate and Commercial services)
 - The Democratic Support Manager
 - The Head of Communications and Engagement and
 - The Assistant Director of Legal and Democratic Services.
- 5.9 This will allow work to start early on the Mayor's civic events. This meeting will also provide an opportunity for the Mayor to be inducted into their role.
- 5.10 Following this initial meeting, monthly meetings will be held between the Mayor, the Head of Communications and Engagement and the Democratic Support Manager to discuss the engagements and events for the month ahead. Opportunities to consider whether the Mayoral brand can be applied to other events in the wider programme can be developed as part of these discussions, along with consideration of opportunities to fundraise for the Future Fund at other Council events.

5 Options and alternatives considered

The main change proposed by this report is the establishment of the Mayor's Future Fund. Alternative options for fundraising have been considered including reviewing the Council's existing small grants scheme and greater fundraising direct through the Council's existing officer team, but the MFF was considered the most cost effective as it requires little Council officer oversight and leaves existing voluntary sectors grants in place for other funding opportunities.

6. Consultation

- 6.1 There has been consultation with the Council's Strategic Leadership Team, and Cabinet Members.
- 6.2 The report has also been considered by the Finance and Resources Overview and Scrutiny Committee. Two changes have been proposed to the report to take account of comments received through the Scrutiny process. Firstly, it has been agreed that the Mayor should be able to select a charity of their choice to be included within the Mayor's Future Fund programme of events where the charity is willing and has the capacity to assist with the fundraising activities. This will ensure that a Mayor who has close links with a particular charity will be able to include that charity as part of the programme.
- 6.3 Secondly, consideration had been given to an alternative way to start Council meetings rather than a formal procession into the meeting by the Mayor. The alternative proposed was that the Mace is placed on the table in front of the dais prior to the start of Council meetings instead of a formal procession taking place. However, concerns were raised through Scrutiny that this could undermine the importance and ceremonial aspect of the Mayor entering the room and commencing the meeting. It has therefore been agreed to keep the procession into the Council Chamber at the start of Council meeting to ensure that the meeting retains a degree of formality.

7. Financial and value for money implications:

The changes proposed in the report will be cost neutral to the Council. The proposal for CAD to oversee the Mayor's Future Fund should save officer time from running events directly with an aim to increase funding for the local charities.

8 Legal Implications

There are no direct legal implications arising from the report as CAD will have direct responsibility for the administration and fundraising activities. However, as set out in paragraphs 4.11- 4.13, a Service Level Agreement will be developed with CAD to ensure that the governance and decision making of the fund has a formal structure which can be overseen by the Council.

9 Risk implications:

The only risk identified relates to a third party managing and allocating funds raised on behalf of the Mayor. This risk will be managed through the governance processes and procedures to be agreed within the SLA.

10 Equalities, Community Impact and Human Rights:

There are no Equalities, Community Impact or Human Rights implications arising from this report. The Impact assessment is annexed to the report.

11 Sustainability implications.

There are no sustainability implications arising from this report.

12 Council infrastructure (including Health and Safety, HR/OD, assets and other resources)

There are no implications arising from this report.

13 Statutory Comments

Monitoring Officer:

This is a report of the Monitoring Officer in his service capacity as Assistant Director, Legal and Democratic Services and therefore comments have been incorporated within the report.

S151 Officer:

The recommendations will have no direct financial impact on Dacorum, although this would have the potential to release officer time currently spent on arranging future charity events. The finance services team will support the monitoring and management of a future agreed SLA.

14 Conclusions:

The changes proposed in this report are required to ensure that the operation of the Mayoralty continues to be effective and maximises the community impact of the Mayor during their Mayoral year. The recommendations align with the Council's Corporate Plan, particularly noting the introduction of a fully electric vehicle for the Mayor. The recommendations in the header of this report are therefore presented to Cabinet for approval.

Dacorum BC Community Impact Assessment (CIA) Template

Policy / service / decision

Mayor's Future fund

Description of what is being impact assessed

What are the aims of the service, proposal, project? What outcomes do you want to achieve? What are the reasons for the proposal or change? Do you need to reference/consider any related projects?

Stakeholders; Who will be affected? Which protected characteristics is it most relevant to? Consider the public, service users, partners, staff, Members, etc

It is advisable to involve at least one colleague in the preparation of the assessment, dependent on likely level of impact

Currently, the Mayor nominates a chosen charity at the start of their one-year term of office. Typically, these are local charitable organisations. Various fundraising events may take place across the year where funds are collected and then transferred to the nominated charity. A key event which is supported by DBC staff is the annual civic dinner where, in the past, a raffle with donated prizes is held, and funds are raised for the Mayor's nominated charity.

Officers have developed a proposal for the establishment of a "Mayor's Future Fund" brand with an aim to achieve increased resource for more activity/events through a better partnership and devolved ownership of the fundraising:

The core idea is that the Mayor's Future Fund (MFF) creates a way for smaller charities who cannot support a year's commitment to the Mayor, to be usefully involved in sharing the organising burden of event-support by participating with a slot in a month by month calendar of events, which enhances the Mayor's role through the opportunities of partnership, builds community spirit and provides the opportunity for devolved voluntary fundraising.

Evidence

What data/information have you used to assess how this policy/service/decision might impact on protected groups?

(include relevant national/local data, research, monitoring information, service user feedback, complaints, audits, consultations, CIAs from other projects or other local authorities, etc.). You should include such information in a proportionate manner to reflect the level of impact of the policy/service/decision.

This is a new initiative but evidence has been drawn through service knowledge from running charitable events for the Mayoral over the past 10 years.

Who have you consulted with to assess possible impact on protected groups? *If you have not consulted other people, please explain why? You should include such information in a proportionate manner to reflect the level of impact of the policy/service/decision.*

There has been no consultation with protected groups at this stage, but each event will be assessed on an event by event basis to ensure that there are no negative impacts on any protected groups arising from the proposal. The proposal presents an idea to change the organisation of events and for new events to be promoted so the impacts should only neutral or positive.

Analysis of impact on protected groups (and others)

The Public Sector Equality Duty requires Dacorum BC to eliminate discrimination, advance equality of opportunity and foster good relations with protected groups. Consider how this policy/service/decision will achieve these aims. Using the table below, detail what considerations and potential impacts against each of these using the evidence that you have collated and your own understanding. Based on this information, make an assessment of the likely outcome, **before** you have implemented any mitigation.

- The PCs of Marriage and Civil Partnership and Pregnancy and Maternity should be added if their inclusion is relevant for impact assessment.
- Use “insert below” menu layout option to insert extra rows where relevant (e.g. extra rows for different impairments within Disability).

Summary of impact		Negative impact / outcome	Neutral impact / outcome	Positive impact / outcome
Protected group	<i>What do you know? What do people tell you? Summary of data and feedback about service users and the wider community/ public. Who uses / will use the service? Who doesn't / can't and why? Feedback/complaints?</i>			
Age		□	⊗	□
Disability (physical, intellectual, mental) <i>Refer to CIA Guidance Notes and Mental Illness & Learning Disability Guide</i>		□	⊗	□
Gender reassignment		□	⊗	□

Race and ethnicity		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Religion or belief		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sex		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual orientation		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Not protected characteristics but consider other factors, e.g. carers, care leavers, veterans, homeless, low income, loneliness, rurality etc.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Negative impacts / outcomes action plan

Where you have ascertained that there will potentially be negative impacts / outcomes, you are required to mitigate the impact of these. Please detail below the actions that you intend to take.

Action taken/to be taken <i>(copy & paste the negative impact / outcome then detail action)</i>	Date	Person responsible	Action complete
Not applicable.	Select date		<input type="checkbox"/>
	Select date		<input type="checkbox"/>
	Select date		<input type="checkbox"/>
	Select date		<input type="checkbox"/>
	Select date		<input type="checkbox"/>
	Select date		<input type="checkbox"/>
	Select date		<input type="checkbox"/>
	Select date		<input type="checkbox"/>

If negative impacts / outcomes remain, please provide an explanation below.	
Completed by (all involved in CIA)	Mark Brookes, Assistant Director, Legal and Democratic Services
Date	25/11/24
Signed off by (AD from different Directorate if being presented to SLT / Cabinet)	Nigel Howcutt, Chief Finance Officer
Date	25/11/24
Entered onto CIA database - date	
To be reviewed by (officer name)	Mark Brookes, Assistant Director, Legal and Democratic Services
Review date	25/11/25

Agenda Item 13

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

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