# AGENDA

Meeting: South West Wiltshire Area Board

Place: East Knoyle Village Hall, Church Road, East Knoyle, Salisbury, SP3 6AE

Date: Wednesday 5 October 2022

Time: 6.30 pm

Including the Parishes of: Alvediston, Ansty, Barford St Martin, Berwick St John, Berwick St Leonard, Bishopstone, Bowerchalke, Broadchalke, Burcombe Without, Chicklade, Chilmark, Compton Chamberlayne, Dinton, Donhead St Andrew, Donhead St Mary, East Knoyle, Ebbesborne Wake, Fonthill Bishop, Fonthill Gifford, Fovant, Hindon, Kilmington, Mere, Netherhampton, Quidhampton, Sedgehill and Semley, Steeple Langford, Stourton with Gasper, Stratford Tony, Sutton Mandeville, Swallowcliffe, Teffont, Tisbury, Tollard Royal, West Knoyle, West Tisbury, Wilton, Wylye and Zeals.

#### The Area Board welcomes and invites contributions from members of the public. The chairman will try to ensure that everyone who wishes to speak will have the opportunity to do so.

If you have any requirements that would make your attendance at the meeting easier, please contact your Democratic Services Officer.

Networking opportunity available from 6:00pm to 6:30pm. Members of the public are very welcome to attend, including those from the host village of East Knoyle.

Please direct any enquiries on this Agenda to Matt Hitch (Democratic Services Officer), direct line 01225 718059 or email <u>matthew.hitch@wiltshire.gov.uk</u>

All the papers connected with this meeting are available on the Council's website at <u>www.wiltshire.gov.uk</u>

Press enquiries to Communications on direct lines (01225) 713114 / 713115.

### Wiltshire Councillors

Cllr Bridget Wayman, Nadder Valley (Vice-Chairman) Cllr Nabil Najjar, Fovant & Chalke Valley (Chairman) Cllr Pauline Church, Wilton Cllr Nick Errington, Tisbury Cllr George Jeans, Mere

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#### County Hall, Trowbridge Bourne Hill, Salisbury Monkton Park, Chippenham

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### **Public Participation**

Please see the agenda list on following pages for details of deadlines for submission of questions and statements for this meeting.

For extended details on meeting procedure, submission and scope of questions and other matters, please consult <u>Part 4 of the council's constitution</u>.

The full constitution can be found at this link.

For assistance on these and other matters please contact the officer named above.

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	Items to be considered	Time
1	Welcome and Introductions	6:30pm
	To welcome those present to the meeting.	
2	Apologies for Absence	
	To receive any apologies for absence.	
3	Declarations of Interest	
	To receive any declarations of disclosable interests or dispensations granted by the Standards Committee.	
4	Minutes (Pages 1 - 12)	
	To confirm as a correct record and sign the minutes of the previous meeting held on Wednesday 29 June 2022.	
5	Chairman's Announcements (Pages 13 - 18)	6:35pm
	To receive announcements through the Chairman including:	
	<ul> <li>Director Attending Area Boards – Stuart Honeyball, Assistant Director for Transformation and Business Change.</li> <li>Engagement and Partnerships Team Update.</li> <li>Annual Canvas to ensure the accuracy of the electoral register.</li> <li>Building Bridges Project – helping people over 15 back into employment or formal education.</li> </ul>	
6	Partner and Community Updates (Pages 19 - 42)	6:40pm
	To receive updates from Partners and Community Groups present, such as:	
	<ul> <li>Police – Neighbourhood Teams</li> <li>Fire &amp; Rescue</li> <li>Youth – LYN</li> <li>BaNES, Swindon and Wiltshire Integrated Care Board</li> <li>Wiltshire Centre for Independent Living</li> <li>Town and Parish Councils</li> <li>Health and Wellbeing Group</li> </ul>	
7	Community Area Work Plan and Priorities (Pages 43 - 44)	7:10pm
	To receive an update from the Strategic Engagement and Partnerships Manager, Karen Linaker, on the Community Area Work Plan.	

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8	Mere Electric Car Club Update (Pages 45 - 74)	7:25pm	
	The Area Board will be invited to:		
	<ol> <li>To approve the terms of and authorise entry into the Grant Agreement between Wiltshire Council and Co Cars for the Mere Car Club project.</li> </ol>		
	2. To delegate to the Strategic Engagement and Partnerships Manager, after consultation with the local unitary councillor, authority to extend the date of the project launch (capped at a 6 month extension), should delays occur to the estimated timetable above.		
9	Private Sector Renters - Fuel Poverty Update (Pages 75 - 76)	7:35pm	
	To note the brief subsequent update from the June meeting.		
10	Community Safety Group	7:50pm	
	To receive an update about the Area Board's Community Safety Group meeting held on 31 August 2022.		
11	Local Highway and Footway Improvement Group (LHFIG) Update (Pages 77 - 94)	7:55pm	
	To note the actions and recommendations as set out in the report from the last meeting of LHFIG held on 31 August 2022, as detailed in the attached papers. A summary of the items requiring a funding decision are:		
	<ul> <li>4c - £1,875.00 (anti-speeding measures on B3089)</li> <li>4f - £1,318.12 (footpath improvement in Fovant)</li> <li>5r - £1,633.50 (blind summit sign and slow marking in Chilmark)</li> <li>5s - £1,408.50 (HGV signs in Chilmark)</li> </ul>		
12	Area Board Funding (Pages 95 - 98)	8:00pm	
	<u>Community Area Grants</u> The Board members will consider the funding applications as set out in the attached report and summarised below:		
	CAG = Community Area Grant		
	O&V = Older and Vulnerable People's funding.		
	CodeTypeApplicantProjectTotal CostRequest		

ABG782	CAG	Barford St	Community	£7,624	£3,812
		Martin	playground		
		Community			
		Fund			
ABG762	O&V	Wiltshire Music	Celebrating	£11,065	£1,500
		Centre	Age		

### 13 **Close**

8:30pm

The next meeting of the Board is on Wednesday 14 December, at 6.30pm



# **MINUTES**

Meeting:	South West Wiltshire Area Board
Place:	Dinton Village Hall, Bratch Lane, Dinton, SP3 5EB
Date:	29 June 2022
Start Time:	6.30 pm
Finish Time:	9.15 pm

Please direct any enquiries on these minutes to:

Matt Hitch(Democratic Services Officer),(Tel): 01225 718059 or (e-mail) matthew.hitch@wiltshire.gov.uk

Papers available on the Council's website at www.wiltshire.gov.uk

#### In Attendance:

#### Wiltshire Councillors

Cllr Bridget Wayman (Vice-Chairman), Cllr Nabil Najjar (Chairman), Cllr Pauline Church, Cllr Nick Errington and Cllr George Jeans

#### Wiltshire Council Officers

Karen Linaker (Community Engagement Manager) Dominic Argar (Assistant Multimedia Officer) Matt Hitch (Democratic Services Officer)

#### Total in attendance: 31

<u>Minute</u> <u>No</u>	Summary of Issues Discussed and Decision
18	Election of Chairman
	The Democratic Services Officer sought nominations for the position of Chairman for the forthcoming year. On the nomination of Cllr Wayman seconded by Cllr Church, it was decided,
	Decision
	To elect Cllr Nabil Najjar as Chairman for the forthcoming year.
19	Election of Vice-Chairman
	On the nomination of the Chairman seconded by Cllr Church, it was decided,
	Decision
	To elect Cllr Bridget Wayman as Vice-Chairman for the forthcoming year.
20	Welcome and Introductions
	The Chairman welcomed everyone to the meeting of the South West Wiltshire Area Board. He thanked the Area Board for electing him and praised the work of Cllr Wayman for chairing the Area Board over the last year.
21	Apologies for Absence
	Apologies for absence were received from:
	Sandra Harry - Clerk from Tisbury PC
22	Declarations of Interest
	Declarations of interest were received from the following:
	<ul> <li>Cllr Najjar noted that in his role as Portfolio Holder for Arts, Heritage and Tourism at Wiltshire Council, meant he led on the Council's engagement with Areas of Outstanding Natural Beauty (AONBs), so he would not vote on La Folia's applications.</li> <li>Cllr Wayman declared a non-pecuniary interest that she was Chairman of the</li> </ul>
	Chase and Chalke Landscape Partnership Board as well as a member of the Cranborne Chase AONB Partnership Panel. On this basis she decided not to vote on the proposals or participate in the discussions of La Folia's applications.
23	Minutes
	Decision

	To approve the minutes of the previous meeting, held on 16 March 2022 as a true and correct record.
24	Chairman's Announcements
	The Chairman explained that there was a campaign underway to recruit more taxi drivers in Wiltshire. As well as services to the wider community, regular hours were available through Wiltshire Council to support social care services and people with special educational needs.
	It was mentioned that free activity camps would be running for eligible children in receipt of free school meals, as part of the FUEL programme. Local children would be able to benefit by attending community camps throughout the summer holidays in Mere and Codford.
	The Area Board were informed that Wiltshire Council would be running a webinar on 7 July to promote positive conduct. The Chairman noted that Jackie Weaver, famous for a dispute about her authority at Handforth Parish Council, would be featuring at the meeting and encouraged representatives from interested councils to attend.
25	Partner and Community Updates
	Written updates were available in the agenda pack from the following partners:
	<ul> <li>Wiltshire Police (pgs. 29 - 35)</li> <li>Dorset and Wiltshire Fire and Rescue (pgs. 37 - 43)</li> <li>BaNES, Swindon and Wiltshire Clinical Commissioning Group (pgs. 45 - 47)</li> <li>Healthwatch Wiltshire (pg. 49)</li> <li>South West Wiltshire Heath and Wellbeing Group (pgs. 51-53)</li> </ul>
	Verbal updates were also available from the following partners:
	Seeds4Success
	Charity Director Jaki Farrell gave an overview of the projects that they were running in the local area, including a Health and Wellbeing session on Monday nights in Tisbury and drop-in sessions on alternative Thursdays in Wilton. They also ran targeted sessions, such as helping with the FUEL programme over the summer holidays. Another example was a bridging project to help 15–25-year-olds develop their confidence, personal and practical skills to enhance their readiness for work.
	In response to questions about the provision of services in rural areas of the Area Board, such as Steeple Langford, the director spoke about the importance of transport and building local contacts. She also stressed that young people often wanted to spend time with friends that go to the same school.
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### Wiltshire Police

Inspector Tina Osbourn from Salisbury Community Police Team highlighted that there had been a spike in the number of reports of non-dwelling burglaries targeting items such as bikes and tools. The Vice-Chairman also noted that there had been a spate of burglaries in Broad Chalke. In response the inspector explained that they had increased their visibility in rural areas. They were also working hard to secure Closure Orders to target addresses responsible for antisocial behaviour. Cllr Church thanked the inspector for the increased patrols in the Wilton area. Cllr Jeans mentioned that additional support from the police would be welcomed in Mere to tackle issues related to traffic congestion. The inspector thanked members for their feedback and said she would pass it on to the relevant officers.

### Police and Crime Commissioner (PCC) for Swindon and Wiltshire

PCC Philip Wilkinson provided the Area Board with an update on his crime plan. He reminded attendees that he had undertaken a wide consultation on his plan and hoped it would help to improve the delivery of services and better align the police's priorities to those of residents. He then went on to provide further information about the reforms that he had bought into place including:

• Taking a more proactive stance on anti-social behaviour.

• Implementing supervisor training to improve standards and address concerns about police culture.

• Purchasing three mobile speed cameras and restructuring community speed watch teams to better collate data and identify hotspots.

• An intensification of efforts against drug dealers.

Alluding to a recent inspection, the PCC stated that he expected that Wiltshire Police would be shown to require improvement. However, he reassured the Area Board that the chief constable and he had identified a number of reforms and that 50 percent had already been implemented to improve performance.

During the discussion points included:

• A recruitment effort launched in April was hugely oversubscribed. The possibility of implementing a fast-track scheme for people with military service was being investigated.

• Wiltshire was planning to bid for additional funding from the Home Office, including for the Safer Streets project.

• The PCC was looking at the possibility of developing a major police hub based in the south of the county and was looking at a potential four-acre site near High Post on the A345.

• Mobile police stations were being introduced to improve visibility in areas without a permanent station.

• Extra funding was being allocated to help tackle sexual violence including

	employing more counsellors.
	Dorset and Wiltshire Fire and Rescue
	Station Manager Nic Courtice explained that he was new to the role but looked forward to working in the local area. He reported that the recruitment of on-call staff was an issue for the force, but that efforts were being made to improve the situation. The station manager also stressed the importance of safety around BBQs and swimming during the summer.
	South West Wiltshire Health and Wellbeing Group
	Cllr Errington reported that their meeting held on 6 June had been well attended and included representation from Tisbury Memory Group. A wide range of topics had been discussed including support for Ukrainian refugees, the cost of living, food banks, hidden deprivation and dementia support. He mentioned that a silent disco for people with dementia would be held at the Nadder Centre the following evening and that the group had expressed support for the older and vulnerable people's grants to be considered by the Area Board.
26	Area Board Changes
	The Community Engagement Manager (CEM) explained that Wiltshire Council had undertaken a review of Area Boards to build upon the great work that they had been doing since 2009. Area Boards would review their priorities to focus on areas where they could have the greatest impact. Changes to the grant system had come into effect from 16 May to ensure greater consistency between Area Boards. Key changes included:
	<ul> <li>Grant applications would need to be received four weeks before an Area Board.</li> <li>Parish and town councils would only be able to apply for revenue grants from the Older and Vulnerable People's budget and Youth budget.</li> <li>The maximum amount an applicant could apply for without the requirement for match funding was now £500.</li> <li>The Area Board would be able to refer an application to a new Grant Assessment Panel where the applicant is:</li> </ul>
	<ul> <li>Requesting over £5,000.</li> <li>Not from a voluntary or community sector organisation.</li> <li>Applying to more than three Area Boards.</li> </ul>
	Full details are included in the PowerPoint presentation attached to this agenda.
27	Community Area Work Plan and Priorities
	The CEM summarised the progress that the Area Board had made towards its priority goals for 2021/22, including:

	<ul> <li>Investing heavily in youth services through Seeds4Success and projects such as the Barford St Martin play area.</li> <li>Helping to ensure representation for local children on Wiltshire's Youth Council despite the lack of a secondary school in the area.</li> <li>Supporting the Nadder Centre's activity programme.</li> <li>Supporting events for older people such as Tisbury Memory Garden.</li> <li>Investing in Tisbury Bowls Club, recently reopened by tv presenter James May.</li> <li>She explained that the Area Board's priorities would be informed by daily conversations with residents as well as the joint strategic needs assessment. She then invited members to decide on their priorities for the forthcoming year and appoint lead members to their priority areas.</li> <li>During the discussion Cllrs Wayman and Errington confirmed that they were happy to continue to lead the Health and Wellbeing and Community Safety groups respectively. The Chairman suggested including a reference to support the Cranborne Chase AONB to the Area Board's environmental priority.</li> </ul>
	Decision
	<ol> <li>To note the progress made towards the Area Board's priorities for 2021/22.</li> <li>To appoint lead members to the Area Board's priority Areas as follows:         <ul> <li>Youth engagement and positive activity opportunities – Cllr Bridget Wayman.</li> <li>Health &amp; Wellbeing – Cllr Nick Errington.</li> </ul> </li> </ol>
	<ul> <li>Addressing climate change and supporting Cranborne Chase AONB – Cllr Nabil Najjar.</li> <li>Supporting the economy – Cllr Pauline Church and Cllr George Jeans.</li> <li>Community Safety – Cllr Bridget Wayman.</li> </ul>
	<ol> <li>To re-appoint the following working groups to help deliver the Area Board's priorities:</li> </ol>
	<ul> <li>Health and Wellbeing Group</li> <li>Community Safety Group</li> </ul>
28	Appointments to Outside Bodies and Working Groups
	The Area Board was invited to make appointments to and approve the terms of reference for the working groups not included in the priority list identified under the previous item. The Area Board was also asked to note the terms of reference of the new LHFIG.
	During the discussion, it was noted that the Area Board did not have any outside

	bodies. Cllr Wayman and Cllr Errington confirmed that they were both happy to carry on in their respective roles as the lead members for the LHFIG and Nadder centre Steering Group respectively.
	Decision
	1) To appoint and reconstitute the following working groups:
	<ul> <li>The Local Highways and Footway Improvement Group (LHFIG) – with Cllr Bridget Wayman as lead member.</li> <li>The Nadder Centre Steering Group – with Cllr Nick Errington as lead member</li> </ul>
	2) To note the terms of reference of the LHFIG as listed on page 75 of
	the agenda pack. 3) To adopt the terms of reference of the Nadder Centre Steering Group as on page 80 of the agenda pack.
29	Our Wilton Project
	Matthew Bell, CEO of Entrain Space, explained that they helped ex-military personnel transition into civilian life. They provided 44 self-contained flats in Wilton offering affordable accommodation to veterans. A planning application was also in place to build an innovation hub. The focus was on a preventative model with different agencies working together to provide joined up services in a single location. The programme helped veterans to gain work whilst also supporting them with a range of issues, from debt to mental health issues. The CEO noted that there were around 30,000 service military personnel in Wiltshire and 60,000 veterans.
	A veteran helped by the scheme and now working for Entrain Space then shared his experiences, explaining how the scheme had heled him with PTSD and addiction issues to the point where he was now back in employment.
	Members congratulated the veteran on his new job and thanked him for sharing his experiences. Cllr Church stated that she was proud to have the scheme in Wilton providing support to people who had served the country. Members then offered to act as a conduit between the project and the council.
30	Energy Efficiency in Privately Rented Homes in South West Wiltshire: Opportunities to Identify and Enforce on Properties with Poor Energy Efficiency
	The CEM introduced a report written by housing officers at Wiltshire Council about energy efficiency of homes in the private rented sector. She explained that South West Wiltshire had the worst performing housing stock in the county in terms of energy efficiency due to a number of factors, including the proportion of older stone built properties and lack of gas main connection in certain areas. She mentioned that local authorities are required to enforce the requirement for non-exempt properties to have an Energy Performance Certificate (EPC) rating

	of F or G.
	In response to concerns about whether strict enforcement measures would create additional pressures on landlords and tenants, leading to fewer houses being made available in the private rented sector, the CEM highlighted that further details could be found in the report. The aim of the report was to balance the concerns of landlords with the need to ensure good quality accommodation for tenants.
	Members spoke about the need to empower good landlords whilst also ensuring quality accommodation for tenants. It was important to ensure that action was taken to enforce minimum standards but that it needed to be done in a way that engaged with all parties and was not heavy handed.
31	Nadder Centre
	Cllr Errington reported that the steering group was due to meet in a couple of weeks and highlighted some of the forthcoming events at the centre, including a youth event on 29 July and local history event on 30 September. He also explained that extended conversations had taken place about the viability of reopening the café at the centre as well as work on the planned soft play area.
32	Community Safety Group
	Cllr Wayman noted that the group had held their last meeting just prior to the inaugural meeting of the LHFG, so speeding was raised as a prominent issue. She noted that the PCC had provided the group with an update on the purchase of mobile speed cameras and additional officers to support their use. The PCC had also explained that Cllr John Derryman, from South Newton Parish Council, had been appointed to collate data from community speed watch teams and identify hotspots.
33	Local Highway and Footway Improvement Group
	Cllr Wayman reminded the Area Board about the new terms of reference for the LHFIG and spoke about the importance of parish councils attending the meetings to discuss projects.
	Decision
	To approve the recommendations of the LHFIG from their meeting of 8 June 2022.
	<ul> <li>4b - £13,885.50 - Stops Hill traffic calming (Hindon)</li> <li>5n - £13,695 - Low Lane footpath (Broad Chalke)</li> <li>6d - £1,875 - disabled parking bay (Tisbury)</li> <li>6f - £937.50 - dropped kerb (Zeals)</li> <li>6g - £1,237.50 - B3092/Coombe Barn Lane (Kilmington)</li> <li>6h - £1,342.50 - rights of way (Kilmington)</li> </ul>

	• 6i - £2,086.50 – bus stop (Hindon)
34	Area Board Funding
	The Area Board considered the funding applications as detailed in the agenda pack. Applicants were invited to speak in support of their projects and to answer questions that arose.
	Community Area Grants
	Alabare Christian Care and Support requesting £500 towards Barford Development Centre pottery equipment
	Nicky Cushing spoke in favour of their application explaining that they supported adults with learning disabilities as well as those suffering from social isolation. The CEM confirmed that up to £500 in match funding could be awarded under grant criteria given the total project cost was under £1,000.
	Decision
	To award Alabare Christian Care and Support £500 towards Barford Development Centre pottery equipment.
	Reason
	The application met grant criteria for 2022/23.
	Steeple Langford Allotments requesting £500 towards allotment improvements
	Dawn Watson spoke in favour of the application, explaining that they needed a rotavator and other equipment to expand the amount of cultivated land. The allotments supported three villages and would provide a local food source. Members welcomed the scheme and suggested that the rotavator could be shared with other local allotments. At the conclusion of discussion, and on the motion of Cllr Wayman, it was,
	Decision
	To award Steeple Langford Allotments £500 towards allotment improvements.
	Reason
	The application met grant criteria for 2022/23.

Older and Vulnerable People Grants (formally known as Health and Wellbeing Grants)

Salisbury Methodist Church requesting £960 towards a community hub for Ukraine

Jane Ebel explained that they had around 190 Ukrainian refugees registered at the hub and that they were provided with English language lessons, as well as employment and schooling advice. She noted that they worked with refugees in several towns and villages and that the hub had a great social benefit. At the conclusion of discussion, and on the motion of Cllr Errington, seconded by Cllr Jeans, it was,

Decision

To award Salisbury Methodist Church £960 towards a community hub for Ukraine.

Reason

The application met grant criteria for 2022/23.

Silver Salisbury requesting £700 towards Wilton and Surrounding Villages Silver Sunday Programme 2022

Irene Kohler from Silver Salisbury spoke in favour of their application, noting that they had developed wide links in Wilton. They were an independent registered charity and aimed to alleviate loneliness in older people by providing them with a range of activities. Members welcomed the scheme and asked whether there were plans for further westward expansion. The representative explained that there had been interest from Amesbury and Downton but it was unlikely to expand further without additional funding. At the conclusion of discussion, and on the motion of Cllr Church, seconded by Cllr Wayman, it was,

Decision

To award Silver Salisbury £700 towards Wilton and Surrounding Villages Silver Sunday Programme 2022.

Reason

The application met grant criteria for 2022/23.

La Folia requesting £2,500 towards Voices in the Landscape

Cesca Eaton spoke in favour of La Folia's application, done in collaboration with the Chase and Chalke Landscape Partnership Scheme. She explained that the scheme would enable participants to engage with the landscape through song. The project would help older people suffering from social isolation. Members welcomed the concept, although did raise concerns about granting the full amount given the funding remaining in the Older and Vulnerable People's budget. At the conclusion of discussion, and on the motion of Cllr Errington, seconded by Cllr Jeans, it was,

Decision

To award La Folia £1,250 towards their Voices in the Landscape project.

Reason

The application met grant criteria for 2022/23. There was limited funding available in the Older and Vulnerable People's budget.

Having declared non-pecuniary interests Cllr Najjar and Cllr Wayman abstained and did not participate in the discussion.

Youth Grants

Salisbury Methodist Church requesting £4,995 towards a monthlong summer school for Ukrainian teenage refugees

Julian Lewis spoke in favour of their application noting that it would be an international programme providing three hours of English lessons to children from Mondays to Fridays. Running partly during the summer holidays, to programme would allow the children to improve their language skills before returning to school in September.

Members welcomed the scheme but sought further reassurance about the cost of the scheme given that the overall budget was £25,855 and it was expected to benefit 20 children. The representative explained that the training would be provided by a non-profit company at St Martin's Church. They were also asked about whether the costs of DBS checks had already been covered.

Queries were raised about why the scheme was starting on 4 July when children would still be at school. The representative noted that international students often had their summer holidays earlier in the year, so the timing would enable participation by those

	students.
	Members were keen to support the scheme but had reservations about the level of information available about the costings, so discussed the possibility of supporting the full amount subject to certain conditions. They then discussed supporting a lower amount given the limited information about the costings. At the conclusion of discussion, and on the motion of Cllr Jeans, it was,
	Decision
	To award Salisbury Methodist Church £2,500 towards a month-long summer school for Ukrainian teenage refugees.
	Reason
	The application met grant criteria for 2022/23.
	La Folia requesting £2,500 towards Voices in the Landscape
	Cesca Eaton spoke in favour of the application, explaining that La Folia were keen to engage young people in their workshops, including those with additional needs and refugees. She also noted that they would speak to Seeds4Success to work closely with them to engage children with nature. At the conclusion of discussion, and on the motion of Cllr Church, it was,
	Decision
	To award La Folia £1,250 towards their Voices in the Landscape project.
	Reason
	The application met grant criteria for 2022/23. There was limited funding available in the Youth budget.
	Having declared non-pecuniary interests Cllr Najjar and Cllr Wayman abstained and did not participate in the discussion.
35	Close
	The date of the next meeting was confirmed as Wednesday 14 September at 6:30pm.

## Briefing Note Engagement and Partnerships Team

# Structure

### August 2022

Service : Further Enquiries to: Date Prepared: Direct contact: Leisure, Culture and Communities Rhys Schell, Service Manager, Engagement and Partnerships 22/08/2022 rhys.schell@wiltshire.gov.uk

#### **Engagement and Partnerships Team**

The new staffing structure for the Engagement and Partnerships team comes into place from 1 September and introduces three officer levels of support to local communities and Area Boards. Officers will work collaboratively across community areas, however, locally named contacts remain available for Councillors, partners and residents to directly engage with. The service will work with communities in an innovative and proactive way and empower them to do even more for themselves and to deliver to the Wiltshire Council Business Plan. A brief overview of the respective duties are set out below.

#### • Strategic Engagement and Partnerships Manager

The six Strategic Engagement and Partnership Managers (SEPMs) will hold overall responsibility for Area Board delivery and the development of the local Area Board work plan in conjunction with the local Councillors. The SEPMs are the main points of contact for local Councillors, strategic partners, community volunteers and leaders. Each SEPM will lead an organisational theme, which includes children and young people, equality, diversity and inclusion, the environment, economic regeneration and older and vulnerable adults, however, this is not an exhaustive list and will be reviewed regularly. The SEPMs will drive this area forwards across communities and develop exciting link ups between council services and the community to provide excellent information, insight and evidence sharing between parties.

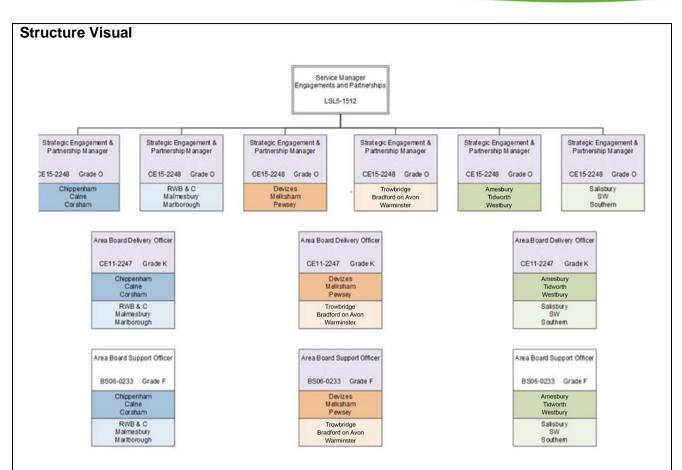
#### • Area Board Delivery Officer

Three dedicated officers that facilitate and support Area Board delivery in an innovative way. The delivery officers will build exceptional relationships with the voluntary and community sector and other key local partners to facilitate projects and initiatives that support the objectives of the Area Board work plans. They will be actively involved in Area Board business meetings, engagement activities, events and working groups to deliver exceptional local and organisational outcomes.

#### • Area Board Support Officer

Three Area Board Support Officers will oversee and effectively implement all grant funding processes. This includes eligibility assessment, reporting, payments, impact analysis, budget monitoring and audit. The Area Board Support Officers will collate and assess data on behalf of the team, facilitate regular communication through online platforms such as Our Community Matters and respond to resident enquiries. They report to the Strategic Engagement and Partnership Managers.

# Wiltshire Council



The post holders are as follows:

- Andrew Jack, (01225 713109 or andrew.jack@wiltshire.gov.uk) Strategic Engagement and Partnerships Manager Malmesbury, Marlborough, Royal Wootton Bassett and Cricklade
- Ros Griffiths, (01225 718372 or ros.griffiths@wiltshire.gov.uk) Strategic Engagement and Partnerships Manager Corsham, Chippenham and Calne
- Liam Cripps, (01225 713143 or liam.cripps@wiltshire.gov.uk) Strategic Engagement and Partnerships Manager Bradford on Avon, Trowbridge and Warminster
- Richard Rogers, (07771547522 or richard.rogers@wiltshire.gov.uk) Strategic Engagement and Partnerships Manager Melksham, Devizes and Pewsey
- Graeme Morrison, (01225 713573 or graeme.morrison@wiltshire.gov.uk), Strategic Engagement and Partnerships Manager Westbury, Amesbury, Tidworth
- Karen Linaker, (01722 434697 or karen.linaker@wiltshire.gov.uk) Strategic Engagement and Partnerships Manager South West, Salisbury, Southern Wiltshire
- David Holker, Area Board Support Officer (North)
- Catherine Russell, Area Board Support Officer (South)

The three vacant Area Board Delivery Officer roles and the central Area Board Support Officer role are currently being recruited to.

Briefing prepared by: Rhys Schell, Service Manager, Engagement and Partnerships

**Report Date:** 22/08/2022

## Area Board Briefing Note – Annual Canvass

Service:	Electoral Services	
Date prepared:	<mark>20 June 2022</mark>	
Further enquiries to:	Caroline Rudland Head of Electoral Services	
Direct contact:	elections@wiltshire.gov.uk	

Each year the statutory Annual Canvass process takes place between June - November. This is an audit to ensure the electoral register is accurate and all those people entitled to vote are registered.

Forms will be sent to all properties in July. We encourage everyone to check the information is correct and use the contact details on the form to update their details as appropriate, preferable by using the online or telephone service as this is a quicker and efficient option.

Some households will be **required** to respond where other households only need to if there is a change in the information shown on the form. Full details will be explained on the form.

If you can disseminate the information within your parishes, and encourage households to respond as soon as possible, it will save further reminders being sent.

The final process for those households that do not respond to the initial and reminder form, is to employ canvassers to door knock to encourage a response. This will take place during September.

However, hopefully the number of properties to door knock can be significantly reduced if households respond to the forms so, please encourage your communities to do so.

### Area Board Briefing Note – Building Bridges, support available for unemployed/ not in education

Service:	Employment and Skills
Date prepared:	<mark>18/8/22</mark>
Further enquiries to:	Emily Hughes, Team leader Building Bridges
Direct contact:	Emily.hughes@wiltshire.gov.uk

The Building Bridges project continues to support those furthest from the workplace or with multiple barriers back towards the world of work, education or training. The team offer bespoke 1:1 support to help identify what barriers a person might have which are preventing them progressing and help plan ways to address these. They can even offer up to 12 weeks support once someone has entered employment/ education to ensure they have settled in and aid with transition.

Building Bridges can work with any Wiltshire resident aged over 15 (no upper age limit) as long as they have the right to work in the UK and are not currently in and employment / formal education.

The team are currently supporting a range of NEET (not in employment education and training) young people to identify what their plans for September and make steps towards engaging with that goal.

The project has recently seen a large increase in referrals for support for Ukrainian guests through the Family and Community Learning ESOL (English for speakers of other languages). We are working in close partnership with FCL to offer ongoing support to those completing their ESOL programme and help them access work or further training.

We are keen to work with local communities to reach those individuals whom we may not have reached yet and offer them the fantastic 1:1 support the team are able to provide.

Building Bridges is a partnership of organisations, led by Community First, that has come together to deliver the Building Better Opportunities Programme across Swindon and Wiltshire.

The project has received up to £8.4M of funding from the European Social Fund and The National Lottery Community Fund as part of the 2014-2020 European Structural and Investment Funds Growth Programme in England.

Support is free for those participating on the project.

Referrals can be made by a professional or self referral and can be made via the Website.

More information on the project can be found at: www.buildingbridgessw.org.uk

# WILTSHIRE POLICE

# SWW Area Board Update

Warminster Community Policing Team July 2022 Agenda Item 6

Proud to serve and protect our communities

# Your CPT – Warminster

**Inspector:** Insp AI Lumley

Neighbourhood Sergeant: Sgt Louise Oakley

### Neighbourhood Officers:

PC Victoria Howick PC Mike Obern PC Dan Chaventre

### PCSOs:

Leigh Holcombe, Roland Revers (Warminster) Neil Turnbull (Mere, Tisbury) Stewart Hunt, Alice Moore (Westbury)

# Performance – 12 Months to June 2022

### Force

- Wiltshire Police recorded crime reports a YoY increase of 10.5% in the 12 months to June 2022 and continues to have one of the lowest crime rates in the country per 1,000 population.
- Wiltshire Police has seen a 18.1% increase in violence without injury crimes in the 12 months to June 2022.
- In June 2022, we received:
  - 9,427 '999' calls, which we answered within 8 seconds on average;
  - 11,522 '101' calls, which we answered within 16 seconds on average;
  - 12,522 CRIB calls, which we answered within 2 minutes and 27 seconds on average.
- In June 2022, we also attended 1,718 emergency incidents within 9 minutes and 36 seconds on average.

Crime Type	Crime Volume	% of Crime
Totals	42,401	100.0
Violence without injury	7,456	17.6
Violence with injury	6,268	14.8
Criminal damage	5,139	12.1
Stalking and harassment	4,172	9.8
Public order offences	4,104	9.7
Other crime type	15,262	36.0

# Warminster CPT

Crime Type	Crime Volume	% of Crime
Totals	2,806	100.0
Violence without injury	438	15.6
Violence with injury	400	14.3
Criminal damage	388	13.8
Public order offences	287	10.2
Stalking and harassment	277	9.9
Other crime type	1,016	36.2

#### Stop and Search information for Warminster CPT

During the 12 months leading to May 2022, 65 stop and searches were conducted in the Warminster area of which 46.2% related to a search for controlled drugs.

During 64.6% of these searches, no object was found. In 29.2% of cases, an object was found. Of these cases 64.6% resulted in a no further action disposal; 26.2% resulted in police action being taken; 7.7% resulted in an arrest.

Of the stop and search subjects who defined their ethnicity:

- White 48 stop and searches
- Black or Black British 3 stop and searches
- Asian or Asian British 3 stop and searches
- Mixed 2 stop and search

# Performance – Hate Crime Overview

## Force

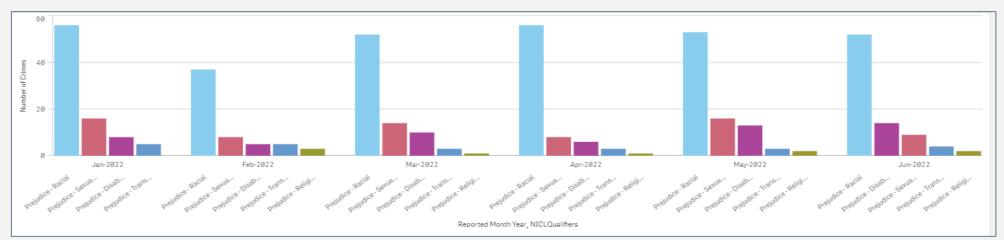
Hate Crime is reporting as stable, with a slight loss of seasonality since the impact of Covid. Volumes are now reporting flatter across the year. Year on year reporting increases in Transgenger and Sexual Orientation related hate which follows National trends.

Work by the Hate Crime Silver Scrutiny Panel on hate crime video to raise awareness of Hate Crime and how to report it, including details surrounding how the Criminal Justice System responds to it is ongoing. There is an increased focus on Out of Court Disposal outcomes relating to Hate Crimes.

# Warminster CPT

	Number of Crimes	Change (number)	Change (%)
Total	65	8	14%
Prejudice – Racial	27	-5	-15.6%
Prejudice – Sexual orientation	16	6	60.0%
Prejudice - Disability	20	6	42.9%
Prejudice - Religion	1	-2	-66.7%
Prejudice - Transgender	4	2	100.0%

Year on year comparison June 2021 to June 2022 (note: an individual crime can be tagged with more than one prejudice type e.g. sexual orientation & transgender)



#### Force Hate Crime (6 months to June 2022)

# Local Priorities & Updates

Priority	Update
Op Siege	Victims of residential burglaries will now be visited by a member of the local neighbourhood team to be given a 'SelectaDNA' kit and shown how to use and register it. These kits mark valuable property with a special material that leaves a specific trace behind which can help identify stolen items. SelectaDNA kits can be bought online, but the company have teamed up with Wiltshire Police to ensure victims of crime don't become repeat victims. The neighbourhood team provide crime prevention advice and material during the same visit. Feedback from the public so far has been very positive and our staff have been working hard to promote the initiative.
Thefts from Motor Vehicles - Tisbury	At the end of August we had a small spate of thefts from motor vehicles in and around Tisbury. The majority of these were opportunistic. Some vehicles were left unlocked while others had valuables on display. Witnesses are rare, as are forensic opportunities and so most of these offences will go undetected. Please keep valuables out of view and your vehicles locked.
Mere - Shoplifting	A minor increase in shoplifting in the Mere area has been identified, with unlinked suspects but is worthy of mentioning for wider acknowledgement as it may show early signs of the cost of living increase effecting people's behaviour. Worthy of noting is the theft of 2x rings from a Mere antique shop to the value of £850. If anyone is found to be trying to sell the rings, please call, quoting 54220084604.
HMICFRS report findings	The findings of the report have now been published and have highlighted a number of areas where Wiltshire Police need to improve their service. This is a large piece of work that will take significant resource but is crucial that we get right. Those that work for the police are saddened by the report but are energised to do something about the failings. We encourage people to read the report on the HMICFRS website for full details. Some additional slides on this topic can be found at the rear of this pack.

# Useful Links

For more information on Wiltshire Police's performance please visit:

- PCC's Website <u>https://www.wiltshire-pcc.gov.uk/</u>
- HMICFRS Website <u>https://www.justiceinspectorates.gov.uk/hmicfrs/police-forces/wiltshire/</u>
- Police.uk <u>https://www.police.uk/pu/your-area/wiltshire-police/</u>
- For information on what crimes and incidents have been reported in the Warminster Community Policing Team area, visit <u>https://www.wiltshire.police.uk/police-forces/wiltshire-</u> <u>police/areas/about-us/about-us/cpts/warminster-cpt/</u> to view a crime and incident map and find links to more detailed data

# Get Involved

Keep up to date with the latest news and alerts in your area by signing up to our Community Messaging service –

www.wiltsmessaging.co.uk

## Follow your CPT on social media

- <u>Warminster Police Facebook</u>
- <u>Warminster Police Twitter</u>
- Westbury Police Facebook
- <u>Mere Police Facebook</u>

Find out more information on your CPT area at: <u>www.wiltshire.police.uk</u> and here <u>www.wiltshire-pcc.gov.uk</u>



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#### ♠ > About us > CPTs

## Warminster CPT

CPT Warminster covers the areas of Warminster, Westbury, Tisbury, Mere and surrounding areas

To contact your CPT about a community-related matter, such as a school visit, then please email WarminsterAreaCPT@wiltshire.police.uk. Please note that this mailbox is not monitored 24/7.

You are unable to report crimes of any type via email and please do not report any situations that require an urgent response. In the case of an emergency please contact 999 and for nonurgent crimes and incidents, please call 101 or **Report a crime here** 

You see a map of crimes in the Warminster area 🖸 by visiting www.police.uk 🖸

# WILTSHIRE POLICE

# HMIC PEEL 2021/22 Report Area Board Update

Sept 2022

Proud to serve and protect our communities

# About HMICFRS and PEEL



HMICFRS is Her Majesty's Inspectorate of Constabulary and Fire & Rescue Services. They inspect police forces across England, Wales and Northern Ireland as well as fire and rescue services in England.

Their principal aim is to promote improvements in policing and fire and rescue services to make everyone safer.

Within policing they to this via a rolling programme of inspections related to specific themes such as domestic abuse or terrorism to at a more holistic level through their PEEL (Police Efficiency, Effectiveness and Legitimacy inspection process.

If serious concerns are identified as part of the PEEL inspection, HMICFRS can move forces into a process called Engage (similar to OFSTED's special measures) where additional scrutiny and support is put in place to facilitate rapid improvements in areas of concern.





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# Wiltshire Police PEEL 2021/22

Area	Grading	
Preventing crime	Requires Improvement	
Investigating crime	Requires Improvement	
Treatment of the public	Requires Improvement	
Managing offenders	Requires Improvement	
Developing a positive workplace	Requires Improvement	
Responding to the public	Inadequate	
Protecting vulnerable people	Inadequate	
Good use of resources	Inadequate	

The inspection (carried out in January 2022), identifies pockets of good practice but has shown that the service we provide to the public is inconsistent and failing to provide a routinely high standard. We are determined to address this – **improving service delivery is the Chief Constable's highest priority.** 



@wiltshirepolice

# Our response

Whilst hugely disappointing for all our officers and staff, we take the concerns raised very seriously and are already taking comprehensive action to address these:

- Establishing a dedicated action taskforce: re-setting and improving the fundamentals of public service from point of contact through to justice outcomes
- The Chief Constable has personally outlined his expectations to over 1,500 officers and staff regarding the need to collectively reset and return to the core basics of pride in service and pride in standards
- Focused ongoing training for all front-line officers and staff, and critically, with supervisors/sergeants
- Enhanced training has been delivered to Contact Centre staff on identifying vulnerability threat, harm and risk in every public interaction
- We are introducing a Force-wide Volume Crime Team: further professionalism in investigating crime across neighbourhoods, keeping victims informed and working with the Crown Prosecution Service to deliver better outcomes.

WILTSHIRE POLICE Proud to serve and protect our communities



# Transparency

We are committed to demonstrating to the public that we are making progress against the HMICFRS PEEL recommendations

A dedicated page on our website has been built to house all information and updates on our response.

This includes a link to the full report, our response to the report and detail on how we plan to make progress

The page is accessible via the homepage of www.Wiltshire.police.uk



Summaries of the Chief Constable's quarterly updates to the Police Performance Oversight Group will be published on our site





WILTSHIRE POLICE

Dage 31

# Area Board Update

Salisbury Community Policing Team September 2022



Proud to serve and protect our communities

### Your CPT – Salisbury

Inspector: Insp Tina Osborn

Neighbourhood Sergeant: Sgt Caroline Ralph / Sgt Lisa Lovatt

**Central – which covers City Centre, The Friary & Southampton Road** PC Sharon Duggan, PCSO Amelia Hudson, PCSO Rupinder Kaur, PCSO Marie Kitt

West – which covers Bemerton Heath, St Paul's & Churchfields PC Rachel Gunn, PCSO Val Brown

East – which covers Castle Road, Bishopdown, Alderbury, Whiteparish, Laverstock & Old Sarum PC Rachel Gunn / PC Pete Jung, PCSO Jenny Moss, PCSO John Taylor, PCSO Geanina-Mariana Tablet

South – which covers Harnham, Wilton (Town and Rural), Downton & Redlynch PC Pete Jung / PC Rachel Gunn, PCSO Jonathan Rose, PCSO Simon Ward

# Performance – 12 Months to June 2022

#### Force

- Wiltshire Police recorded crime reports a YoY increase of 10.5% in the 12 months to June 2022 and continues to have one of the lowest crime rates in the country per 1,000 population.
- Wiltshire Police has seen a 18.1% increase in violence without injury crimes in the 12 months to June 2022.
- In June 2022, we received:
  - 9,427 '999' calls, which we answered within 8 seconds on average;
  - 11,522 '101' calls, which we answered within 16 seconds on average;
  - 12,522 CRIB calls, which we answered within 2 minutes and 27 seconds on average.
- In June 2022, we also attended 1,718 emergency incidents within 9 minutes and 36 seconds on average.

Crime Type	Crime Volume	% of Crime
Totals	42,401	100.0
Violence without injury	7,456	17.6
Violence with injury	6,268	14.8
Criminal damage	5,139	12.1
Stalking and harassment	4,172	9.8
Public order offences	4,104	9.7
Other crime type	15,262	36.0

### Salisbury CPT

Crime Type	Crime Volume	% of Crime
Totals	5,446	100.0
Violence without injury	823	15.1
Criminal damage	795	14.6
Violence with injury	696	12.8
Public order offences	491	9.0
Stalking and harassment	469	8.6
Other crime type	2,172	39.9

#### Stop and Search information for Salisbury CPT

During the 12 months leading to May 2022, 144 stop and searches were conducted in the Salisbury area of which 68.8% related to a search for controlled drugs.

During 69.4% of these searches, no object was found. In 28.5% of cases, an object was found. Of these cases 59.7% resulted in a no further action disposal; 23.6% resulted in police action being taken; 7.6% resulted in an arrest.

Of the stop and search subjects who defined their ethnicity:

- White 121 stop and searches
- Black or Black British 5 stop and searches
- Asian or Asian British 2 stop and searches
- Chinese or other ethnic group 1 stop and search

# Performance – Hate Crime Overview

#### Force

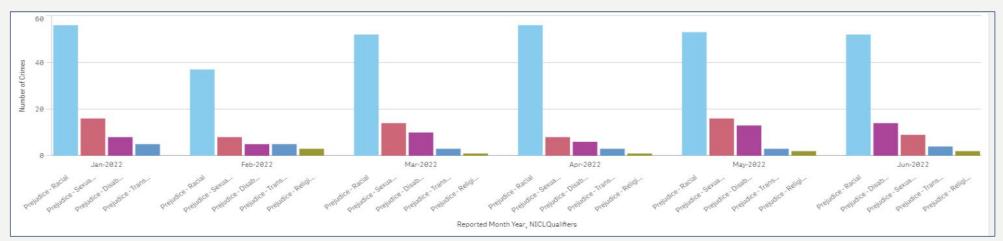
Hate Crime is reporting as stable, with a slight loss of seasonality since the impact of Covid. Volumes are now reporting flatter across the year. Year on year reporting increases in Transgenger and Sexual Orientation related hate which follows National trends.

Work by the Hate Crime Silver Scrutiny Panel on hate crime video to raise awareness of Hate Crime and how to report it, including details surrounding how the Criminal Justice System responds to it is ongoing. There is an increased focus on Out of Court Disposal outcomes relating to Hate Crimes.

### Salisbury CPT

	Number of Crimes	Change (number)	Change (%)
Total	125	59	66.7%
Prejudice – Racial	85	39	84.8%
Prejudice – Sexual orientation	18	-2	-10.0%
Prejudice - Disability	15	14	1400.0%
Prejudice - Religion	3	-2	-40.0%
Prejudice - Transgender	9	4	80.0%

Year on year comparison June 2021 to June 2022 (note: an individual crime can be tagged with more than one prejudice type e.g. sexual orientation & transgender)



#### Force Hate Crime (6 months to June 2022)

# Local Priorities & Updates

Priority	Update
Anti social behaviour	At the beginning of the summer we saw an increase in reported ASB in and around the Harnham area. In particular the Town path / Old Mill / Harnham Recreation Ground area. Daily Pulse Patrols were conducted in the area throughout the summer months which prevented further issues. These patrols will continue over the next month to increase visibility and community reassurance. Venture Security have also supported the team in conducting additional patrols in and around targeted areas.
Non dwelling burglaries	Whilst we have seen a significant reduction in reported non-dwelling burglaries across the area, we have continued to carry out a number of proactive operations throughout the summer months, with our colleagues from Dorset, Hampshire and BPT police. These proactive operations will continue in the coming months, to disrupt possible offending and gathering intelligence where possible.
Community Speed Watch	Officers from the neighbourhood and response teams have continued to support our CSW colleagues where possible out in the community.
School Visits	With the new school term commencing, the Neighbourhood team will be conducting regular schools visits and will continue to deliver schools talks on topics such as dangers of drug use, knife crime, ASB etc.

# Local Priorities & Updates Continued

Priority	Update
Vulnerability Patrols / Closure Notices	Officers conduct regular visits to our identified vulnerable people to both reassure them following reported concerns and to deter visits by criminals who wish to exploit them. We have been working closely with Wiltshire Council Housing on evidence to support several injunctions which we have now got in place. These premises are visited regularly by the teams to provide support to those who are most vulnerable.
Anti Social Behaviour	We have seen an increase in reports of ASB in Wilton Rd Salisbury. The teams are working with partner agencies and those who are responsible for the premises to try and reduce incidents of ASB. Regular patrols are being conducted and any incidents are being dealt with in an appropriate and proportionate manner.
Rogue Traders	During the summer months we tend to receive reports of rogue traders operating across the area. Officers have carried out several proactive operations with our partner agencies. A number of persons have been checked with regards to the services they are advertising and providing to the community to ensure the work is legitimate. Officers have also delivered a number of security advise leaflets in several areas which have previously been targeted.

# Useful Links

For more information on Wiltshire Police's performance please visit:

- PCC's Website <u>https://www.wiltshire-pcc.gov.uk/</u>
- HMICFRS Website <u>https://www.justiceinspectorates.gov.uk/hmicfrs/police-forces/wiltshire/</u>
- Police.uk https://www.police.uk/pu/your-area/wiltshire-police/
- For information on what crimes and incidents have been reported in the Salisbury Community Policing Team area, visit <u>https://www.police.uk/pu/your-area/wiltshire-police/salisbury/</u> to view a crime and incident map and find links to more detailed data

### Get Involved

Keep up to date with the latest news and alerts in your area by signing up to our Community Messaging service – www.wiltsmessaging.co.uk

### Follow your CPT on social media

- <u>Salisbury Police Facebook</u>
- <u>Salisbury Police Twitter</u>

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### Salisbury CPT

#### CPT Salisbury covers the areas of Salisbury, Wilton and surrounding areas

To contact your CPT about a community-related matter, such as a school visit, then please email SalisburyAreaCPT@wiltshire.police.uk. Please note that this mailbox is not monitored 24/7.

You are unable to report trimes of any type via email and please do not report any situations that require an urgent response. In the case of an emergency please contact 999 and for nonurgent trimes and incidents, please call 101 or **Report a crime here** 

### Bath and North East Somerset, Swindon and Wiltshire

### **Update for Wiltshire Area Boards**

August 2022

#### Winter Planning

As our System continues to experience unrelenting demand challenges and operational pressures, we are continuing to work with our partners to deliver existing demand management and capacity improvement plans. We are monitoring the impact of these plans at both a System and Place level and will take the learning into the development of our plans for the coming winter. One important aspect of our future plans is the delivery of a Virtual Ward model. Virtual Wards allow patients to get the care they need at home safely and conveniently, rather than being in hospital.

Fiona Slevin-Brown, Wiltshire Place Director, is providing Executive leadership across the BSW programme to enable successful roll out of this programme across all three Places.

In addition, our winter plans will encompass the continuation of additional bed capacity to support wider adoption of discharge to assess. Further work to support the timely discharge of patients out of hospital will continue with specific focus on securing additional domiciliary care provision in South Wiltshire. This will contribute to the much needed capacity required to help with the expected challenges for this coming winter period.

#### **Primary Care Update**

In March 2022 NHS England published 'Enhanced Access for General Practice' guidelines, the aim is to improve access to GP services outside of core hours.

The new service which goes live from 1<sup>st</sup> October 2022 will provide more appointments for patients between the hours of 6.30pm – 8pm Monday to Friday, and 9am to 5pm on Saturdays. Details on how this will be delivered at a Primary Care Network and practice level will be communicated directly with local registered patients in the coming weeks.

#### **Connecting with our Communities (CWOC)**

The Wiltshire Integrated Care Alliance CWOC work stream is focused on empowering our communities and ensuring their voices are heard through the design and delivery of the work of the Alliance, paying particular attention to inclusion of our most vulnerable and marginalised residents. This workstream will be informed by the latest NHSE guidance outlining the revised legal responsibilities for statutory NHS organisations <u>https://www.england.nhs.uk/publication/working-in-partnership-with-people-and-communities-statutory-guidance/</u>

A CWOC away day is organised for the 30<sup>th</sup> August at County Hall, with invites being extended to representatives of the Wiltshire VCSE, and local statutory partners. The purpose of the away day is to work towards strong community engagement, including the planning of listening events within various communities within the Wiltshire footprint.

#### Dr Amanda Webb appointed to Chief Medical Officer

Amanda has served as Swindon Locality Clinical Chair for BSW since 1 April 2020 having previously been a member of the Governing Body of Swindon CCG and Clinical Director for the Brunel 1 Primary Care Network.

She is dedicated to improving population health and wellbeing and to addressing inequities in health and life opportunity for the people of BSW. Amanda has a particular interest in workforce retention and career development and founded the national Phoenix GP Programme.

Amanda trained at both Cambridge and Oxford University, before qualifying as a GP in 2012 and joining Westrop Medical Practice in 2014 with specialist clinical interests in paediatrics and women's health.

The process of appointing a Wiltshire Health Care Professional Lead Role is underway, and details of the successful candidate will be shared when appointed.

#### Keep up to date

Those wanting to keep up to date with developments with the BSW Integrated Care System can sign up to receive The Triangle - a monthly newsletter about the work of BSW Together. The public facing publication contains a mix of news and updates showing how the BSW ICS is working to improve the health and wellbeing of local people, tackle health and care inequalities and improve services for everyone. A sign-up form is available here <u>https://bswtogether.org.uk/news-events/the-triangle/</u>

#### Partner Update – Wiltshire Centre for Independent Living – South West Wiltshire Area Board

Wiltshire Centre for Independent Living is a Disabled People's user led organization.

Our aim is to ensure that all people in Wiltshire can live the life they choose as valued members of their community.

We support people to live independently and well and to have a voice. Our main activities are:

- Supporting people who receive direct payment from Wilts Council to employ their own care
- Promoting PA opportunities, with a PA register and promotional events (PAs provide paid care and support so that people can live independently)
- Providing varied opportunities for disabled people to have a voice and co-produce local services.
- Supporting all our communities to be inclusive and welcoming through the Make Someone Welcome campaign
- Providing awareness raising sessions on disability issues and wider community development work
- Providing a community connector service, working alongside people in the community who want to get back to living well after they have experienced issues that have prevented this

We have several partners who commission us to do this work, including Wiltshire council, Wilts ICS and local Primary Care Networks (G.P practices)

All our work starts with this question: 'what does a Good life look like to you and what do you need to live it'. We have used this question in our forums, consultations and all our 1:1 work, and we now have over 2000 responses from disabled people in Wiltshire. Disability is defined broadly and includes physical disability, dual sensory, mental health issues, learning disability and Autism.

The PowerPoint slide pack is a synthesis of all the responses to this question, providing a unique knowledge base for decision makers and planners. The messages are simple, yet we know that we aren't achieving these things for all our residents. Please do use the findings in whatever way you find useful and contact us if you would like any further information/ conversations: mary@wiltshirecil.org.uk

Report author: Mary Reed

Organisation name: Wiltshire Centre for Independent Living

Date: 23/06/22



### Agenda Item 7

Priority & Lead Cllr	Work Plan Actions	Progress since June 2022
Support the local economy Cllrs Church and Jeans	<ul> <li>Using existing chamber infrastructure - look to form a South West Wilts Area Business Chamber</li> </ul>	Initial discussions held with lead clIrs 8 <sup>th</sup> Sept 2022
Addressing environmental issues in partnership with the Cranborne Chase AONB Cllr Najjar	<ul> <li>Draw on existing groups within AONB and Nadder Community Energy</li> <li>Encourage greater use of the Community Environmental Toolkit</li> <li>Engagement Event in partnership with AONB</li> </ul>	Meeting with lead cllr and AONB planned for 9 <sup>th</sup> Sept 2022
Community Safety Cllr Wayman	• Further the work of the Community Safety Group, strengthening collaboration with Police, Fire and all other relevant partners	Arranging meeting with police leads to review this work
Support older people and vulnerable adults' health and wellbeing Cllr Errington	<ul> <li>Make A Friend Be A Friend for Wilton and Barford</li> <li>Rollout the benefits of the Celebrating Age Programme of events</li> <li>Facilitate new, and support ongoing activities, for older people</li> <li>Support dementia support initiatives</li> <li>Support carers respite initiatives</li> <li>Understand better how to positively impact fuel poverty and other issues of deprivation</li> </ul>	<ul> <li>Regular meetings of the Health &amp; Wellbeing Group ensure an ongoing focus on these actions (last one 14<sup>th</sup> Sept 2022)</li> <li>Last action to be a part of a Wiltshire wide response to the cost of living crisis</li> </ul>
Improve the area board's engagement with young people Cllr Wayman	<ul> <li>Continue to support Seeds 4 Success and other existing village youth clubs, and help to support new ones</li> <li>Follow up output from Summer Youth Event</li> </ul>	Meeting being arranged with Jaki and Bridget late Sept/early Oct to follow up on these actions

#### South West Wiltshire Area Board

14th September 2022

Subject:	New Electric Co Car Club for Mere
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#### **Purpose of Report**

1. To agree that Wiltshire Council enters into a Grant Agreement with Co Cars (as attached) to deliver a new electric Co Car Club for Mere.

#### Relevance to the Council's Business Plan

2. The South West Wiltshire Area Board's current Action Plan, heavily influenced by local public insight and the council's Business Plan includes an environmental theme as a top local priority.

#### Background

 The Area Board earmarked £10k from its community area grants budget in March 2022 towards the setting up of a new electric car club in Mere. Since then, investigations have progressed, bringing this project closer to implementation, including the signing of a Grant Agreement between relevant parties.

#### Main Considerations for the Area Board

- 4. The Unitary Cllr for Mere and the local Community Engagement Manager (CEM) have been working with Mere Town Council, Co-Cars, and legal, highways and strategic assets officers from Wiltshire Council, to clarify what is needed to set up the car club and to ensure the area board's decision to commit funding is done so in the correct way.
  - (a) Mere residents have responded positively to a survey to assess local support for the car club. 67 responses were received, which equates to an approximate 2% engagement rate, with the majority expressing support for the project.
  - (b) The area board funding is to be structured as a grant to Co-Cars to be awarded in accordance with the Area Board Funding and Grant Criteria and Co-Cars will agree separate arrangements with Econetiq for the installation and management of the EV chargers. The Council's involvement will be limited to the grant funding and the operating risk sits with Co-Cars, and any financial arrangements/margins would be agreed between Co-Cars and Econetiq.

- (c) On this basis, the Council (with the authority of the Area Board) will enter into a Grant Agreement with Co-Cars. A copy of the draft Grant Agreement is attached at Appendix A of this report. The terms of the Grant Agreement is based on Wiltshire Council's standard form Grant Agreement. Within that Grant Agreement we have set out the details of the scheme (what we expect Co-Cars to spend the money on) and any scheme conditions (including that any income is capped at £5million across schemes funded by the Council across Wiltshire and that the Council is free to operate similar schemes in Mere). Co Cars have suggested a few minor amendments to the originally drafted Grant Agreement, and legal advice has been sought on those amendments. Legal advice confirms that the proposed amendments are non-material changes.
- (d) If this scheme is likely to expand and other Area Boards are interested, then the Council will need to consider the aggregate value of the arrangements across Wiltshire. If the relevant threshold (currently just over £5.3 million) is reached (which, for the avoidance of doubt, includes the income that they generate from the scheme as well as the grant funding from Wiltshire Council) then the Council would have to consider running a tender as this is likely to be construed as a concession arrangement for the purposes of procurement law.
- (e) If it became a concession arrangement, the Council is lawfully required to competitively procure concessions where the value of the concession exceeds the relevant threshold which is currently just over £5.3million.
- (f) An arrangement will be a concession if it meets the following criteria (as set out in Regulation 3 of the Concession Contracts Regulations 2016):
  - 1. Contract for pecuniary interest in writing;
  - 2. The Council entrusts the provision and the management of services to one or more economic operators;
  - 3. The right to exploit the services (e.g. make money);
  - 4. Transfer of the operating risk encompassing demand and/or risk (including no guarantee will recoup investment); and
  - 5. Part of the risk shall involve the vagaries of the market (i.e. any potential loss would be more than nominal and negligible).
- (g) We have assurance from Co-Cars, that even over a 10 year period, the Mere Car Club would not meet the £5.3m concession threshold. As this proposed arrangement is below the threshold, in compliance with the Council's Constitution, there is flexibility in how this arrangement can be structured which is why the grant structure has been proposed.
- (h) Wiltshire Council will grant a lease of the land to the Town Council. This lease will allow the Town Council to enter into a licence or such other property agreement with Co Cars or Econetiq as may be considered appropriate to enable the project to proceed.

#### **Project Timetable**

5. The estimated timetable is:

Grant Agreement Signed £10k Area Board funding transferred	October 2022 Within 28 days of Grant Agreement
to Co Cars	being signed
E-chargers & electricity supply in place	Jan 2023
Car delivered to Mere	Feb 2023
Project launch	March 2023

#### Recommendations

- 6. To approve the terms of and authorise entry into the Grant Agreement between Wiltshire Council and Co Cars for the Mere Car Club project
- 7. To delegate to the Strategic Engagement and Partnerships Manager, after consultation with the local unitary councillor authority to extend the date of the project launch (capped at a 6 month extension), should delays occur to the estimated timetable above.

Karen Linaker, Strategic Engagement & Partnerships Manager, 01722 434697 karen.linaker@wiltshire.gov.uk

# Wiltshire Council

dated

2022

Between

Wiltshire Council

and

**Co-Cars Limited** 

Grant Agreement for the provision of the Mere Car Club Project

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#### Parties

- (1) **WILTSHIRE COUNCIL** of County Hall, Bythesea Road, Trowbridge, Wiltshire BA14 8JN (Funder); and
- (2) CO-CARS LIMITED incorporated and registered as a mutual society in England and Wales with registration number 31432R whose registered office is at 46 Majorfield Road, Topsham, Devon EX3 0ES and whose correspondence office is at The Generator Hub, The Gallery, Kings Wharf, The Quay, Exeter EX2 4AN (Recipient).

#### BACKGROUND

- (A) The South West Wiltshire Area Board met on 16 March 2022 and 14 September 2022 and agreed to Grant the sum of £10,000 to the Recipient for the purposes of the Project.
- (B) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (C) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (D) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

#### AGREED TERMS

#### 1. **DEFINITIONS AND INTERPRETATION**

In this Agreement the following terms shall have the following meanings:

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**Business Day** means a day other than a Saturday or Sunday which is not a Service Holiday;

Commencement Date: the date of this Agreement;

Controller has the meaning given to it in the UK GDPR;

**Data Protection Legislation:** means the UK GDPR, the Data Protection Act 2018 and any other relevant national laws implementing, supplementing or relating to the derogation from the UK GDPR, and any formal guidance or codes of conduct issued by the Information Commissioner's Office (or other competent authority) in each case as amended, superseded or replaced from time to time.

**Governing Body:** the governing body of the Recipient including its directors or trustees.

**Grant:** the sum of up to ten thousand pounds (£10,000) to be paid to the Recipient in accordance with this Agreement as more particularly described in clause 3 and Schedule 1.

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on the first anniversary of the Commencement Date.

**Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

**Know-How:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Personal Data has the meaning given to it in the UK GDPR;

Processor has the meaning given to it in the UK GDPR;

Prohibited Act: means:

- a) engaging in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the United Kingdom;
- b) offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward:
  - i for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or
  - ii for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder; or
- c) entering into this Agreement or any other contract with the Funder in connection with which commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder; or
- d) committing any offence:
  - iii under the Bribery Act 2010;
  - iv under the Prevention of Corruption Acts 1889-1916;

- v under Legislation creating offences in respect of fraudulent acts; or
- vi at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or
- e) defrauding or attempting to defraud or conspiring to defraud the Funder (including offences by the Recipient under Part 3 of the Criminal Finances Act 2017);

**Prohibited Employment Grounds** means the grounds of any protected characteristic contrary to Part 5 (Employment) of the Equality Act 2010;

**Prohibited Grounds** means the grounds of any protected characteristic contrary to Part 3 (Services and Public Functions) or Part 6 (Education) of the Equality Act 2010;

Project: as more particularly described in Schedule 1;

**Project Manager:** the individual namely Karen Linaker, Strategic Engagement and Partnerships Manager who has been nominated to represent the Funder for the purposes of this Agreement;

**Regulated Activity:** in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006;

**Regulated Activity Provider:** as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006;

Subsidy means any direct or indirect financial assistance which:

- (a) arises from the resources of the United Kingdom Government, devolved government, other public authority in the United Kingdom or an emanation of any of these, including:
- vii a direct or contingent transfer of funds such as direct grants, loans or loan guarantees;
- viii the forgoing of revenue that is otherwise due;
- ix the provision of goods or services, or the purchase of goods or services; or
- x a measure analogous to these,
- (b) confers an economic advantage on one or more economic actors;

- (c) is specific insofar as it benefits, as a matter of law or fact, certain economic actors over others in relation to the production of certain goods or services; and
- (d) has, or could have, an effect on trade or investment between the United Kingdom and any part of the European Economic Area and/or any other country or countries which the United Kingdom has entered into a trade agreement with which has provisions in respect of public sector funding arrangements;

**Subsidy Control** means any legislation (including the incorporation of international treaties by virtue of statutory provisions) regulations and guidance issued by a Secretary of State and/or approved by Parliament which is in force and/or applies in England which regulates Subsidy;

**UK GDPR** means the retained EU law version of the General Data Protection Regulation (EU) 2016/679), as incorporated into UK law under section 3 of the European Union (Withdrawal) Act 2018 and as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as amended, updated or replaced from time to time;

**Unlawful Subsidy** means Subsidy which has been granted, or from time to time is, in contravention of Subsidy Control; and

Whistleblowing means the reporting of suspected wrongdoing or dangers in relation to Funder related activities, including bribery, fraud or other criminal activity, miscarriages of justice, health & safety risks, risk or damage to the environment and any breach of legal or professional obligations and Whistleblower shall be construed accordingly.

- 1.2 In this Agreement, except where the context otherwise requires:
  - 1.2.1 the masculine includes the feminine and vice-versa;
  - 1.2.2 the singular includes the plural and vice versa;
  - 1.2.3 a reference to any recital, clause, sub-clause, schedule or appendix is, except where expressly stated to the contrary, a reference to such recital, clause, sub-clause, schedule or appendix of this Agreement;
  - 1.2.4 any reference to any other document shall include any permitted variation, amendment or supplement to such document;
  - 1.2.5 any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;

- 1.2.6 a reference to a person includes firms, partnerships, and corporations and their successors and permitted assignees or transferees;
- 1.2.7 headings are for convenience of reference only;
- 1.2.8 words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words; and
- 1.2.9 the schedules and appendices to this Agreement form part of this Agreement.

#### 2. **PURPOSE OF GRANT**

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.
- 2.4 The Recipient shall have non-exclusive rights to the Project. The Funder shall have the ability to fund and operate similar schemes in Mere and elsewhere.

#### 3. PAYMENT OF GRANT

- 3.1 Subject to clause 2, the Funder shall pay the Grant to the Recipient in accordance with this clause 3 subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds and where the Funder is on-granting funds that it has received from a third party, that it has received such funds.
- 3.2 No Grant shall be paid unless and until the Funder is satisfied, acting reasonably, that such payment will be used for proper expenditure in the delivery of the Project.

- 3.3 Subject to Clause 3.2, the Grant shall be paid in full within 28 days after the Commencement Date.
- 3.4 The amount of the Grant shall not be increased.
- 3.5 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

#### 4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project.
- 4.2 The Recipient shall not use the Grant to:
  - 4.2.1 purchase buildings or land; or
  - 4.2.2 pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder.

- 4.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.4 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder.
- 4.5 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.
- 4.6 Any income generated from the Project shall be capped at £5,000,000. If the income exceeds this threshold, the Recipient shall immediately inform the Authority in writing and the Authority reserves the right to terminate this Agreement and request full repayment of the Grant.

#### 5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall provide the Funder with a copy of its annual accounts, when requested, within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

#### 6. **MONITORING AND REPORTING**

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 The Recipient or its sub-contractor shall provide the Funder with an annual report on its use of the Grant and delivery of the Project in such formats as the Funder may reasonably require. The first report shall be due on 1<sup>st</sup> April 2023 and annually thereafter.
- 6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.5 The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.6 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.

6.7 The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

#### 7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder. The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 7.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 7.5 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.6 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

#### 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and

shall either return or destroy such Intellectual Property Rights as requested by the Funder.

#### 9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information) and the Funder's transparency obligations, each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
  - 9.2.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
  - 9.2.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
  - 9.2.3 is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

#### **10. FREEDOM OF INFORMATION**

- 10.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 and shall assist and co-operate with the Funder (at the Recipient's expense) as set out in this Agreement to enable the Funder to comply with these information disclosure requirements.
- 10.2 Where the Funder receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 in relation to information that the Recipient is holding on its behalf, the Funder shall transfer to the Recipient such request for information that it receives as soon as practicable at no cost to the Funder.
- 10.3 The Recipient shall;
  - 10.3.1 provide the Funder with confirmation as to whether it holds the information subject to the request within 2 (two) Business Days of the

request and if then requested by the Funder provide a copy of all such information in the form that the Funder reasonably requires within 5 (five) Business Days of the request (or such other period as the Funder may specify) of the Funder request; and

- 10.3.2provide all necessary assistance as reasonably requested by the Funder in connection with any such information to enable the Funder to respond to the request for information within the time for compliance set out in the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
- 10.4 The Funder shall be responsible for determining at its absolute discretion:
  - 10.4.1 whether information is exempt from disclosure under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004; and
  - 10.4.2 whether the existence of information is to be confirmed or denied, and whether information is to be disclosed in response to a request for information,

and in no event shall the Recipient respond directly to a request for information unless expressly authorised in writing to do so by the Funder.

- 10.5 Without prejudice to the rest of this clause 10, the Funder will consult with the Recipient to ascertain whether the Recipient believes that information provided by or relating to the Recipient is exempt from disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004. The decision of the Funder as to whether or not an exemption does, in fact, apply, is deemed to be final.
- 10.6 The Recipient shall ensure that all information produced in the course of or relating to this Agreement is retained for disclosure and shall permit the Funder to inspect such records as requested from time to time.
- 10.7 The Recipient acknowledges that the Funder may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of the Freedom of Information Act 2000 (issued under section 45 of the Freedom of Information Act 2000, November 2004), be obliged under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 to disclose information:
  - 10.7.1 without consulting with the Recipient; or
  - 10.7.2 following consultation with the Recipient and having taken its views into account

provided always that where clause 10.7.1 applies the Funder shall, in accordance with any recommendations of the Secretary of State for Constitutional Affairs' Code, take reasonable steps, where appropriate, to give the Recipient advanced notice, or failing that, to draw the disclosure to the Recipient's attention as soon as possible after any such disclosure.

#### 11. DATA PROTECTION

- 11.1 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 11.2 The Parties shall comply with their respective obligations set out in Schedule 2.
- 11.3 Each Party shall ensure that it does nothing knowingly or negligently which places the other Party in breach of Data Protection Legislation.
- 11.4 The provisions of this clause and Schedule 2 shall apply during the term of this Agreement and indefinitely after its expiry.

#### 12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
  - 12.1.1 the Recipient uses the Grant for purposes other than those for the Project;
  - 12.1.2 the delivery of the Project does not start within 4 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
  - 12.1.3 the Funder reasonably considers that the Recipient has not made satisfactory progress with the delivery of the Project;
  - 12.1.4 the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
  - 12.1.5 not used;
  - 12.1.6 the Recipient obtains duplicate funding from a third party for the Project and either (a) the Recipient has not complied with its obligations under clause 2.3; or (b) the Recipient has complied with its obligations under clause 2.3 and the Funder objected at the time to the Recipient's notified intention to apply for other funding;

- 12.1.7 the monies used by the Funder to pay the Grant to the Recipient (or any part thereof) is subject to clawback by a third party funder;
- 12.1.8 the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute and either (a) the Recipient has not complied with its obligations under clause 2.3; or (b) the Recipient has complied with its obligations under clause 2.3 and the Funder objected at the time to the notified intended third-party funder;
- 12.1.9 the Recipient provides the Funder with any materially misleading or inaccurate information;
- 12.1.10 the Recipient commits or committed a Prohibited Act;
- 12.1.11 any employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- 12.1.12 the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 12.1.13 the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- 12.1.14 the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
- 12.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Funder in respect of any breach of the Agreement), the Funder may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with the Funder.
- 12.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 12.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or

compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

12.5 If the Grant constitutes Unlawful Subsidy then the Funder shall be entitled to recover from the Recipient the amount of Unlawful Subsidy together with such interest as it is required by law to recover and the Recipient must pay such amount(s) promptly to the Funder within ten (10) Business Days of the Funder requesting payment.

#### 13. ANTI-DISCRIMINATION

- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

#### 14. HUMAN RIGHTS

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

#### 15. SAFEGUARDING

- 15.1 Everyone has a responsibility for safeguarding and promoting the welfare of children and safeguarding adults at risk. In the event that the Recipient has concerns that a child or adult at risk is experiencing, or is at risk of, abuse (whether financial, physical, sexual, emotional or neglect) this should be reported in the following ways:
  - 15.1.1 if a child or adult at risk is in immediate danger or left alone, contact the police or call an ambulance on 999;
  - 15.1.2 in all other cases involving children, referrals should be made to Wiltshire social care services via Wiltshire Council's 'Multi-Agency

Safeguarding Hub' (MASH) on 0300 456 0108 (or out of hours via the 'Emergency Duty Service' on 0300 456 0100);

15.1.3 in all other cases involving adults, referrals should be made to Wiltshire Council's customer advisers on 0300 456 0111 (or out of hours via the 'Emergency Duty Service'), e-mail AdviceandContact@wiltshire.gov.uk.

#### 16. PREVENTION OF BRIBERY AND COMPLIANCE WITH ANTI SLAVERY LAWS

- 16.1 The Recipient:
  - 16.1.1 shall not, and shall procure that any employees, staff, other workers, agents or sub-contractors shall not, in connection with this agreement commit a Prohibited Act;
  - 16.1.2 shall have all reasonable arrangements in place which prevent any employees, staff, other workers, agents or sub-contractors from committing a Prohibited Act;
  - 16.1.3 warrants, represents and undertakes that:
    - a) it is not aware of any financial or other advantage being given to any person working for or engaged by the Funder, or that an agreement has been reached to that effect, in connection with the execution of this agreement, excluding any arrangement of which full details have been disclosed in writing to the Funder before execution of this agreement;
    - b) it has not engaged in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the United Kingdom;
    - c) shall, if requested, provide the Funder with any reasonable assistance, at the Funder's reasonable cost, to enable the Funder to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010 (including any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation);
    - shall, if requested, certify to the Funder in writing compliance with this clause 16, the Recipient shall provide such supporting evidence of compliance as the Funder may reasonably request; and
    - e) shall notify the Funder in the event of any known or suspected breach of this Clause 16 and co-operate fully with any enquires

and/or investigation in respect of such known or suspected breach.

- 16.2 The Funder may terminate this Agreement by written notice with immediate effect if the Recipient breaches clause 16.1. In determining whether to exercise the right of termination under this clause 16.2, the Funder shall give all due consideration, where appropriate, to action other than termination of this agreement. Any notice of termination under this clause 16.2 must specify (a) the nature of the Prohibited Act, (b) the identity of the party whom the Funder believes has committed the Prohibited Act; and (c) the date on which this agreement will terminate.
- 16.3 Clause 16.1 shall survive termination of this agreement for a period of six years.

#### 17. HEALTH AND SAFETY

- 17.1 The Recipient shall perform its obligations under this Agreement (including those in relation to the Project) in accordance with the requirements of the Health and Safety at Work Etc. Act 1974 (as may be amended from time to time) and any other Legislation, or applicable policies of the Funder, relating to the health and safety of employees and others who may be affected by the provision of the Project. The Recipient shall provide to the Funder any information relating to the Recipient's compliance with this clause 17.1 that the Funder may reasonably request from time to time.
- 17.2 The Recipient shall procure that the Funder is permitted access to any premises used by the Recipient for the purpose of carrying out an inspection of health, safety and welfare standards.
- 17.3 The Recipient shall co-operate fully with the reasonable requests of the Funder and provide access to all relevant areas, health and safety documentation, welfare facilities, accident records, training records and certificates, equipment inspection records, statutory registers and notices, plant and equipment used in or associated with the provision of the Project for the purposes of inspection. The Funder shall be entitled to take any photographs, measurements, samples, or copies of such documents that the Funder reasonably deems necessary to determine compliance with this clause 17.3, and with best practice.
- 17.4 The Recipient shall provide to the Funder, within 2 (two) Business Days of receipt, copies of any communication which the Recipient receives from any statutory or regulatory body concerning the health, safety, welfare, environmental or fire safety standards of the Project.
- 17.5 The Recipient shall notify the Funder immediately in the event of any incident occurring in the delivery of the Project where that incident causes any personal

injury or damage to property where such damage might be considered to be a cause for complaint.

#### 18. WHISTLEBLOWING

18.1 The Funder is committed to conducting its business with honesty and integrity and expects all staff (including the Recipient's personnel) to maintain high standards. The Funder requires the Recipient to encourage openness and support any Whistleblowers who raise genuine concerns, even if they turn out to be mistaken. The Recipient must not subject Whistleblowers to any detrimental treatment (including threats or retaliation) as a result of raising a genuine concern. However, if the Recipient reasonably concludes that a Whistleblower has made false allegations maliciously or with a view to personal gain, the Whistleblower may be subject to disciplinary action. The Funder requires the Recipient to comply with the Funder's Whistleblowing policy (as may be updated, amended and/or replaced from time to time) which is available on Wiltshire Council's website. Any breach of this clause shall be considered a material breach.

#### **19. EQUALITY REQUIREMENTS**

- 19.3 The Recipient shall, throughout the term of this Agreement, ensure that the Project are provided in such a manner as to comply with the Equalities Legislation and the Human Rights Act 1998.
- 19.2 The Recipient (including its agents and employees) shall not, and shall procure that Recipient Parties shall not:
  - 19.2.1 discriminate directly or indirectly, or by way of victimisation or harassment, against any person on Prohibited Employment Grounds; and/or
  - 19.2.2 discriminate directly or indirectly or by way of victimisation or harassment against any person on Prohibited Grounds; and/or
  - 19.2.3 contravene Part 8 (Prohibited Conduct: Ancillary) of the Equality Act 2010.
- 19.3 The Recipient (including its agents and employees) shall, and shall procure that Recipient Parties shall in relation to delivery of the Project and staff engaged in the provision of Project observe as far as possible the provisions of:
  - 19.3.1 the Funder's equal opportunity policy as notified to the Recipient from time to time;
  - 19.3.2the Equalities and Human Rights Commission's Codes of Practice on Employment and Service Provision;

19.3.3any other relevant code of practice introduced by a commission or other body set up by Parliament to promote, monitor and enforce Equalities Legislation,

including, but not limited to, those provisions recommending the adoption, implementation and monitoring of an equal opportunities policy.

- 19.4 Where in connection with this Agreement the Recipient (including its agents and employees) or any Recipient Party are required to carry out work on the Funder's premises or alongside the Funder's employees on any other premises, they shall comply with the Funder's own employment policy and codes of practice relating to equal opportunities.
- 19.5 The Recipient shall, and shall procure that Recipient Parties shall, notify the Funder forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Recipient or any Recipient Party under the Equalities Legislation.
- 19.6 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Recipient's performance of its obligations under this Agreement being in contravention of the Equalities Legislation, the Recipient shall, and shall procure that the Recipient Parties shall, free of charge:
  - 19.6.1 provide any information requested in the timescale allotted;
  - 19.6.2 attend any meetings as required and permit any of its staff to attend;
  - 19.6.3promptly allow access to and investigation of any documents or data deemed to be relevant;
  - 19.6.4allow itself and any of its staff to appear as witness in any ensuing proceedings; and
  - 19.6.5cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

#### 20. LIMITATION OF LIABILITY

20.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

20.2 Subject to clause 20.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

#### 21. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- 21.1.1 it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- 21.1.2 it has not committed, nor shall it commit, any Prohibited Act;
- 21.1.3 it shall at all times comply with all relevant legislation (including Subsidy Control) and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- 21.1.4 it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- 21.1.5 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 21.1.6 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 21.1.7 all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- 21.1.8 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- 21.1.9 it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and
- 21.1.10 since the date of its last accounts there has been no material change in its financial position or prospects.

#### 22. INSURANCE

22.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or

personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

- 22.2 The Required Insurances referred to above include (but are not limited to):
  - 22.2.1public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Service; and
  - 22.2.2employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Service.

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

#### 23. DURATION

- 23.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.
- 23.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

#### 24. **TERMINATION**

24.1 The Funder may terminate this Agreement at any time with immediate effect if the Grant is contingent on the Funder's receipt of sufficient funding from a third party, and such third party does not make sufficient funding available to the Funder.

#### 25. Assignment

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

#### 26. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

#### 27. TRANSPARENCY REQUIREMENTS

27.1 The Recipient hereby confirms that it:

- 27.1.1 understands that the Funder routinely publishes local spending data in relation to invoices, grant payments, expenses payments and other transactions over £500, including details of contracts and tenders over £500, in accordance with the Government's transparency programme and guidance, the 'Local Government Transparency Code' and the Local Government (Transparency Requirements) (England) Regulations 2015 and is required to publish information on 'Contracts Finder' in accordance with Part 4 of the Public Contracts Regulations 2015 (together the **Transparency Requirements**); and
- 27.1.2 agrees that the Funder may therefore publish details (in accordance with the Transparency Requirements) of the Agreement with the Recipient and will comply with any reasonable request from the Funder in order to assist the Funder in complying with its transparency obligations under this clause 27.

#### 28. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

#### 29. DISPUTE RESOLUTION

- 29.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.
- 29.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Associate Director of Leisure, Culture and Communities (or relevant successor) of the Funder and the Director of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

29.3 In the absence of agreement under clause 29.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

#### 30. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

#### 31. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

#### 32. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

#### 33. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

In witness whereof this Agreement is executed as a deed and delivered on the date stated at the beginning of this Agreement.

#### Schedule 1 The Project

#### 1. PROJECT DESCRIPTION

The aim of the Project is to establish a new electric car club at the Salisbury Street Car Park in Mere which will be operated by Co-Cars Limited. Co-Cars will make electric vehicles available to the public for hire (on the standard Co-Cars membership terms) for a minimum period of three (3) years. The grant funding will be used to establish this. Co-Cars shall ensure the installation, operation and maintenance of two charging units including one 120 kWh Rapid charging unit.

Co-Cars have partnered with EconetiQ, who will supply the car chargers. Any financial arrangements/margins in respect of the chargers will be agreed between Co-Cars and EconetiQ.

The Salisbury Street Car Park is owned by Wiltshire Council and currently leased to Mere Town Council. Co-Cars is responsible for agreeing all arrangements and access to the site.

The site shall be operational by 1<sup>st</sup> March 2023 at the latest.

#### Schedule 2 Data Protection

#### 1 Data Processing

- 1.1 As at the Commencement Date, the Funder has determined that the performance of this Agreement does not require disclosure of Personal Data.
- 1.2 Neither party shall disclose any Personal Data to the other party in connection with this Agreement.
- 1.3 The parties acknowledge that each of them retains the role of Controller only for their respective organisation in connection with this Agreement.
- 1.4 In the event that either party determines that disclosure of Personal Data is required for the proper performance of this Agreement, before either party makes any such disclosure:
  - 1.4.1 the parties shall co-operate in good faith to review relevant requirements;
  - 1.4.2 should either party determine that changes to the terms of this Schedule 2 are necessary to ensure compliance with Data Protection Legislation (the **Required Changes**), that party will provide at least one month's written notice to the other party of the Required Changes (such notice to be given in accordance with clause 28 (Notices)). That other party will upon receipt of such notice confirm that it will accept these changes; and
  - 1.4.3 each party shall enter into such further agreements relating to compliance with Data Protection Legislation as the other party may reasonably require.

#### **Execution Page**

EXECUTED as a DEED and delivered on the date stated above By affixing of the COMMON SEAL of WILTSHIRE COUNCIL in the presence of:

.....

#### Authorised Officer

EXECUTED as a DEED and delivered on the date stated above by [NAME OF COMMITTEE MEMBER/DIRECTOR/AUTHORISED SIGNATORY] for and on behalf of CO-CARS LIMITED

[<mark>SIGNATURE]</mark>

[Committee member OR Director OR Authorised signatory]

. [<mark>SIGNATURE]</mark>

[Committee member OR Director OR Authorised signatory]

## Agenda Item 9

### Energy Efficiency in Privately Rented Homes in South West Wiltshire: how to seek advice and support

This brief note is a follow up to the June 2022 Area Board discussion, to strike a better balance between enforcement and support - reasonably acknowledging that private landlords require support, guidance and ideally funding assistance, where available, to help bring their properties up to the required standards.

#### (1) This is how you can get help and advice as a tenant

- If you have concerns about the EPC rating for a privately rented property please click on the link below to check the current rating. You will need a postcode and house number for this search. <u>Find an energy certificate - GOV.UK (www.gov.uk)</u>
- If the property has a F or G rating you can also check to confirm whether it is on the exemption register via the link below. <u>Property exemption - PRS exemptions</u> <u>register (beis.gov.uk)</u>
- Should the property prove to have no EPC or a low rating then please refer the details to Private Rented Housing using our online form <u>Private rented and owner</u> <u>occupier housing - Wiltshire Council</u> or phone 0300 4560100

#### Notes:

The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 'The Regulations' (as amended) are designed to improve the least energy-efficient properties in England and Wales – those with Energy Performance Certificates (EPC) rated F or G. Local authorities are required to enforce the Regulations which apply to new tenancies starting after 1 April 2018 and existing tenancy from 1<sup>st</sup> April 2020. There is discussion at Govt Level about introducing further regulations to reduce the EPC rating to E or better.

Wiltshire Council is required to investigate and, if necessary, enforce cases of non-compliance regardless of the start date of tenancies. Since 1<sup>st</sup> April 2018 private landlords may not let domestic properties on new tenancies to new or existing tenants if the EPC rating is F or G unless an exemption applies. From 1<sup>st</sup> April 2020 the prohibition on letting F and G rated properties extended to all relevant properties even where there has been no change in tenancy.

Wiltshire Council has adopted a policy for the enforcement of non-compliant homes which allows fines to be made following the discovery of a breach of the Regulations, in addition the council has tools provided in the Housing Act 2004 using the Housing Health and Safety Rating systems to identify and enforce against excess cold. We would generally engage with the parties. We will investigate all cases of non-compliance regardless of the date

In relation to our enforcement activities, we would always seek the opinion of the tenant and in some cases, this may mean that we take no action as to do otherwise would be mean acting in direct opposition to the wishes of the tenant.

#### (2) Advice for landlords

<u>GOV.UK: Guidance How to rent a safe home</u> <u>Houses in multiple occupation</u> <u>Disrepair - private tenants</u> <u>Housing health and safety rating system (HHSRS)</u>

#### (3) Advice for tenants in Wiltshire council houses

For advice and information about Wiltshire Council's strategy to improve energy efficiency in its housing stock – please see here <u>Housing Energy Efficiency Programme (HEEP) - Wiltshire</u> <u>Council</u>

(4) Advice for tenants in other social housing – see <u>Home energy efficiency - Wiltshire</u> <u>Council</u>



	Item	Update	Actions and recommendations	Who
1.	Attendees and apologies			
	Present:	Cllr Bridget Wayman – Wiltshire Council (BW) – Chair Cllr Nick Errington – Wiltshire Council (NW) Cllr George Jeans – Wiltshire Council (GJ) Tim Martin – Ansty Parish Council (TM) Morag Philpott – Chilmark PC (MP) Dickie Winchester – Compton Chamberlayne Parish Council (DW) Tony Phillips – Fovant Parish Council (TP) Frank Freeman – Hindon Parish Council (FF) Ruth Burrows – Kilmington Parish Council (RB) Graham Cotton – Kilmington Parish Council (GC) Nick Beale – Mere Town Council (NB) Roger Pipe – Mere Town Council (RP) James Craddock – Netherhampton PC (JC) Steve Banas – Swallowcliffe Parish Council (SB) Richard Blamey – Teffont PC (RB) Sandra Harry – Tisbury Parish Council (SH) Alexandra Boyd – Wilton Town Council (AC) Clare Churchill – Wilton Town Council (AC)		
	Apologies:	Cllr Pauline Church – Wiltshire Council (PCH) Cllr Nabil Najjar – Wiltshire Council (NN) Ken Taylor – Quidhampton Parish Council (KT) Steven Black – South Newton & Stoford Parish Council (STB) Jane Childs – Sutton Mandeville Parish Council (JC) Richard Mitchell – Tollard Royal Parish Council (RM) David Button – Wiltshire Council (DB) Alex Howson – Wiltshire Council (AH)		



2.	Notes of previous meeting			
		The minutes of the previous meeting were agreed at the South West Wiltshire meeting on the 29 <sup>th</sup> June 2022.	That the update is noted.	Area Board
		The South West Wiltshire Area Board minutes can be found at:		
		https://cms.wiltshire.gov.uk/ieListDocuments.aspx?CId=169&M Id=14326&Ver=4		
3.	Financial Position			
		PS advised the group that as result of Ringway's annual contract cost uplift and other inflationary pressures that the overall cost increase in any works undertaken during the current financial year would be 11.25%.	That the update is noted.	Area Board
		There is currently £14,277.75 still unallocated.		



4.	New Issues / Issues Requiring	A Decision		
a)	Issue No: <u>14-20-8</u> Teffont PC Junction of EHD Route Signing Improvements	It will not be possible to move forward with the PC's suggested approach of applying an overlay on the sign at the junction of the A303 and Cow Drove. To achieve the required legal size of sign a new sign and sign assembly will be required. As this sign is located on the A303, as would the others sought by the PC, the proposed new signs would need to go through the National Highways Design Check & Approval Process. The estimated cost of these works is £10,000. This figure includes an allowance of £5,000 to complete the National Highways Design Check and Approval Process. Meeting held with PC to discuss this matter. PC to advised how they wish to proceed.	to approach Fonthill Estate and the EHD about funding the provision of the signing works. PS commented that he would be happy to attend any meeting to discuss if that would be of help.	Area Board
b)	Issue No: <u>14-22-12</u> Fonthill Bishop PC Request for installation of bus stop and shelter on the north side of the B3089.	The PC have requested the installation of a bus stop and shelter on the north side of the B3089 in the vicinity of the shelter on the south side of the road. The land opposite the existing shelter is not recorded as public highway or land owned by Wiltshire Council so the provision of a stop and shelter would only be possible with the consent of the landowner. The PC have indicated that the landowner is prepared to provide land at this location if required. If the group support moving forward with this project the next step would be to meet with the PC and agree a site for the bus stop and shelter and begin discussions with the landowner over the land required.	and asked that work on developing a scheme commence in due course. That the update is noted.	Area Board



c)	Issue No: <u>14-22-13</u>	The PC have requested the provision of measures to deal with		Area
		excessive speed on the B3089 approaching and leaving the		Board
	Teffont PC	village to both the east and the west of it. They have requested	work to be undertaken.	
	Request for measures to	that consideration be given to the possible extension of the		
	address speeding traffic on the			
	B3089.	before reaching the 30mph speed limit. In addition to this they		
		have requested that consideration be given to the introduction		
		of various physical measure to help control speed.		
		The first step would be to undertake a formal speed limit assessment to see if the 30mph speed limit could be extended or a 40mph buffer zone introduced. The cost of a formal speed limit assessment would be £2,500 (LHFIG contribution £1,875 / PC contribution £625).		
		The introduction of other measures to control speed would only be considered once it has been determined whether a speed limit change is possible.		



d)	Issue No: <u>14-22-14</u> Wilton TC Request for pedestrian crossing facility in South Street.	The TC have requested the provision of a crossing point in South Street, Wilton to aid people crossing between the car park and the doctor's surgery. If the TC wish to determine whether a formal crossing facility (Zebra or signal controlled) can be considered a formal pedestrian crossing assessment would need to be undertaken. The estimated cost of a pedestrian crossing assessment would be £2,000 (LHFIG contribution £1,500 / PC contribution £500). TC could be asked to undertake some informal assessment work to determine whether there is potentially a need to undertake a formal pedestrian crossing assessment. The provision of an informal crossing facility (advisory crossing point, pedestrian refuge) could be investigated. The provision of a pedestrian refuge is dependent on the width of the road with a road needing to be a minimum of 7.5 metres wide to allow for the provision of such a facility. The TC should be advised that the introduction of any crossing facility will result in the removal of parking to both provide the crossing facility and sufficient forward visibility of it. The amount of forward visibility required is determined by the 85 <sup>th</sup> percentile	a traffic survey in South Street, determine whether they wish to pursue a formal crossing assessment and whether a	PS
		of forward visibility required is determined by the 85 <sup>th</sup> percentile speed of approaching traffic. As such a traffic survey should be commissioned in South Street to determine the speed of approaching traffic. Group to discuss this matter.		



e)	Issue No: <u>14-22-15</u> Mere TC Improvements to Rights of Way MERE50 and MERE66.	The TC wishes to make improvements to two footpaths (MERE50 and MERE66) to provide better pedestrian access to and from the town centre for residents to the south where currently no safe pedestrian route exists. Mere TC proposals would like any improvements to consider widening and	The group supported this request and asked that work on developing a scheme commence in due course.	GJ
		resurfacing the paths and installing lighting. A firm proposal will need to be developed by the TC and the	GJ advised that whilst he was fully supportive of this project and acknowledged that it might be	
		Rights of Way Team (who are responsible for managing the Rights of Way network) and brought back to a future meeting of the group for further discussion.	necessary to take it through the substantive bid process that improvements to the first section of MERE66 (Clements Lane end) were required as soon as possible and the TC had set aside some funding to allow improvements to be taken forward in advance of the wide scheme. GJ asked if officers would work with the TC to deliver improvements to this section of the Right of Way as a priority.	
			PS asked that the TC advise him of the level of funding set aside and he and colleagues in the	
			Rights of Way Team would determine what could be done on this section.	



f)	Issue No: <u>14-22-16</u>	The PC have obtained a quote of £1,406 to install to steps on	That the Area Board approves the	Area
		Footpath 5 in Fovant (FOVA5) to improve its safety for users.	allocation of £1318.12 to allow this	Board
	Fovant PC		work to be undertaken.	
	Improvements to Right of Way	It is advised that a contingency of 25% is added to the above		
	FOVA5.	figure. Therefore, it is suggested that, if the group support this		
		project an allocation of £1,757.50 is made (LHFIG contribution		
		£1318.12 / PC contribution £439.38).		
		If the group agree to allocate funding to the project before that		
		funding is released to the PC it is recommended that an officer		
		from the Rights of Way Team confirms they are happy with the		
		identified contractor, scope of the works and proposed materials		
		as ultimately FOVA16 is something that this team are		
		responsible for managing.		



5.	Other Issues			
a)	Issue No: <u>6547</u> Quidhampton PC Lower Road Traffic Calming	Construction of the footway and traffic calming in Quidhampton has been provisionally programmed to take place between 03/01/23 and 23/01/23. Detailed design work ongoing.	That the update is noted.	Area Board
b)	Issue No: <u>14-20-1</u> Stoford & South Newton PC C283 Stoford Weight Limit	Installation of signing commenced on the 22/08/2022. Works to be complete by the end of August 2022.	That the update is noted.	Area Board
c)	Issue No: <u>14-20-4</u> Hindon PC Stops Hill Traffic Calming	Detailed design work in progress. Discussion with Streetworks on booking road closure underway. Based on Ringway's future works programme works likely to take place in February 2023. Date of works to be circulated to the PC once known.	That the update is noted.	Area Board
d)	Issue No: <u>14-20-5</u> Tisbury PC The Quarry / Weaveland Road Narrow Road	Works order issued to Ringway. Works provisionally programmed to take place during the first week of October 2022.	That the update is noted.	Area Board
e)	Issue No: <u>14-20-11</u> Fovant PC A30/High Street Kerb Realignment	PC funded traffic survey to determine level of traffic u-turning at High Street commissioned and to be undertaken on the 14 <sup>th</sup> September 2022. This is survey will help determine whether or u-turning traffic needs to be accommodated within the design of any proposed scheme.	That the update is noted.	Area Board
		Design work commenced on the possible provision of a footway in front of The Forge. Initial concept design work has been discussed with Tony Phillips who will be discussing the options with the PC. Design work to continue based on which option the PC wish to proceed with.		



f)	Issue No: <u>14-21-1</u>	Works order issued to Ringway. Works provisionally programmed to take place during the first week of October 2022.	That the update is noted.	Area Board
	Compton Chamberlayne Sign Decluttering			
g)	Issue No: <u>14-21-3</u> Wilton TC	Works to install white gates at existing speed limit terminal signs to be completed by the end of August 2022.	That the update is noted.	Area Board
	The Avenue, Speeding Traffic	Atkins have commenced the speed limit assessment process and hope to provide the results in September 2022. The results of the speed limit assessment will be circulated once known.		
h)	Issue No: <u>14-21-5</u> Sutton Mandeville PC Request for Unsuitable for HGVs sign at the junction of the A30 and Glasses Lane	Works order issued to Ringway. Works provisionally programmed to take place during the second week of October 2022. Please refer to item 14-21-6 below for further information.		PS
i)	Issue No: <u>14-21-6</u> Sutton Mandeville PC Request for Unsuitable for HGVs sign at the junction of the A30 and Sutton Hill	Ringway have bundled together the works orders for this issue and issue 14-21-5 above. Ringway have experienced a delay in receiving the street nameplate to be installed at Sutton Hill and not been in position to the undertake these works. Street nameplates are expected to be delivered during week beginning 03/10/2022. Works provisionally programmed to take place during the second week of October 2022.	works.	PS
j)	Issue No: <u>14-21-7</u> Swallowcliffe PC Request for Unsuitable for HGVs sign at the junction of the A30 and Barber's Lane	Works order issued to Ringway. Works provisionally programmed to take place during the first week of October 2022.	That the update is noted.	Area Board



k)	Issue No: <u>14-21-9</u>	Project allocated to Jason Thorne in the Traffic Signing Team.	Chase Traffic Signing Ringway to	Area Board
	Kilmington PC	Design work has commenced. Works order yet to be issued.	Complete design work.	Doard
	Request for pedestrians in road			
	warning signs in The Street.			
I)	Issue No: <u>14-21-10</u>	Atkins have commenced the speed limit assessment process	That the update is noted.	Area
''		and hope to provide the results in September 2022. The results		Board
	Mere TC	of the speed limit assessment will be circulated once known.		
	Request for speed limit			
	assessment along Shaftesbury			
	Road			
m)	Issue No: <u>14-21-12</u>	Investigative work yet to commence.	That the update is noted.	Area
				Board
	Tollard Royal PC			
	Investigations into whether			
	virtual footways could be provided in Tollard Royal			
n)	Issue No: <u>14-21-12</u>	It has been decided that the 20mph speed limit requests will be	That the update is noted.	Area
11)	1350e NO. <u>14-21-12</u>	undertaken internally in the 2022/2023 financial year. Ansty PC	That the update is noted.	Board
	Ansty PC	have confirmed the extent of the area they would like assessed.		Dould
	Request for a 20mph speed	Traffic surveys to be ordered in September 2022.		
	limit.			
o)	Issue No: <u>14-22-01</u>	Works order issued in July 2022. Awaiting programming of	Chase Ringway to undertake	PS
		works by Ringway.	works.	
	Barford St. Martin PC			
	Request for installation of NAL			
	sockets at three locations to			
	enable the deployment of a			
	SID.			



p)	Issue No: <u>14-22-02</u>	The PC have yet to confirm that they support the proposed measures and are prepared to commit the necessary funding	Chase PC for a response.	PS
	East Knoyle PC	towards the scheme.		
	Request for the provision of			
	additional Unsuitable for HGV	If the PC confirm that they support the proposed measures, then		
	signage at junction of Church	the estimated cost of the works would be £1,730. (LHFIG		
	Rails and Holloway / Church	contribution £1297.50 / PC contribution £432.50). The quoted		
	Road.	figure includes a 25% contingency.		
q)	Issue No: <u>14-22-03</u>	PC are currently awaiting decision of a funding bid to Cranborne	That the update is noted.	Area
		Chase AONB for remainder of funding to allow construction		Board
	Broad Chalke PC	works to commence. Decision expected in September 2022.		
	Request for improvements to			
	Low Lane (Footpath 18).	Contractor identified and the scope and extent of works agreed		
		with the Rights of Way Team.		•
r)	Issue No: <u>14-22-04</u>	The PC have yet to confirm that they support the proposed	The PC confirmed that they	Area
	Chilmark PC	measures and are prepared to commit the necessary funding towards the scheme.	supported the proposed measures and would commit to a 25%	Board
	Request for a 'Blind Summit'		contribution.	
	warning sign.	If the PC confirm that they support the proposed measures, then	contribution.	
		the estimated cost of providing a 'Blind Summit' warning sign,	That the Area Board approves the	
		complemented with a SLOW marking, is £2,178 (LHFIG	allocation of £1633.50 to allow this	
		contribution £1,633.50 / PC Contribution £544.50). The quoted	work to be undertaken.	
		figure includes an allowance for having to undertake some minor		
		verge clearance to enable the siting of the sign at a location		
		other than at the village entry sign and a 25% contingency.		
		The cost estimate has also been produced on the basis of the		
		lining works being undertaken as a standalone job. The		
		estimated costs could be reduced by £500 if the lining works are		
		undertaken alongside other lining works, but doing so would		
		increase the time it takes for the markings to be provided.		



		If the PC wished to just go with the 'Blind Summit' warning sign without the SLOW road markings, then the estimated cost of the works would be £896 (LHFIG contribution £672 / PC Contribution £224). The quoted figure includes an allowance for having to undertake some minor verge clearance to enable the siting of the sign at a location other than at the village entry sign and a 25% contingency.		
s)	Issue No: 14-22-05 Chilmark PC Request for Unsuitable for	The PC have yet to confirm that they support the proposed measures and are prepared to commit the necessary funding towards the scheme.	•	Area Board
	HGVs signs.	If the PC confirm that they support the proposed measures, then the estimated cost of providing the Unsuitable for HGV signs is £1,878. (LHFIG contribution £1,408.50 / PC contribution £469.50). The quoted figure includes a 25% contingency.	That the Area Board approves the allocation of £1408.50 to allow this work to be undertaken.	
t)	Issue No: <u>14-22-07</u>	Proposed changes to the waiting restrictions in Tisbury have agreed with the PC. Draft TRO schedule to be finalised and sent		Area Board
	Tisbury PC Request to covert a limited waiting parking bay in the High Street to a disabled parking bay.	to the Legal Team for processing in September. Formal TRO consultation anticipated to take place in early November 2022.		Loaid



u)	Issue No: <u>14-22-08</u>	As requested at the previous meeting the PC would like to keep	PC to advise how they wish to	PC
		this issue on the agenda for revisiting in the future.	proceed with this issue in due	
	Hindon PC		course.	
	Request for 'Pedestrians in	The PC have requested the erection of 'Pedestrians in Road'		
	Road' warning signs.	warning signs on the B3089 at the East Street and School Lane junctions. At East Street there is an existing illuminated sign		
		assembly would need to be replaced as part of the works to		
		ensure that the signpost had a suitable concrete foundation to		
		accommodate the weight of the existing sign and additional wind		
		loading on the signpost.		
		There is already a SLOW marking present at the East Street junction where the 'Pedestrians in Road' warning sign would be		
		erected. If the PC wished to complement the 'Pedestrians in		
		Road' warning sign at the School Lane junction with a SLOW		
		marking, then the estimated cost of providing the signs and the		
		SLOW marking is £3,640 (LHFIG contribution £2,730 / PC		
		Contribution £910). The quoted figure a 25% contingency.		
		The cost estimate has been made and as the basis of the lining		
		The cost estimate has been produced on the basis of the lining works being undertaken as a standalone job. The estimated		
		costs could be reduced by £500 if the lining works are		
		undertaken alongside other lining works, but doing so would		
		increase the time it takes for the markings to be provided.		
		If the PC wished to just go with the 'Pedestrians in Road'		
		warning signs without the additional road marking, then the		
		estimated cost of the works would be £2,218. (LHFIG		
		contribution £1,663.50 / PC contribution £554.50). The quoted figure includes a 25% contingency.		



V)	Issue No: <u>14-22-09</u> Zeals PC Request for dropped kerb.	PC confirmed their contribution to the proposed scheme in July 2022. Quote for works obtained from Ringway. Works order to be issued to Ringway in September 2022.		Area Board
w)	Issue No: <u>14-22-10</u> Kilmington PC Request for acceleration lane at the junction of the B3092 and Coombe Barn Lane.	As advised the previous meeting the provision of an acceleration lane was not supported and a potential junction realignment scheme at the junction of the B3092 and Coombe Barn Lane would exceed what could be afforded through the LHFIG process. It was agreed that enhanced SLOW markings would be provided to further highlight the presence of the junction. Works ordered and due to be completed by mid-September 2022.		Area Board
x)	Issue No: <u>14-22-11</u> Fovant PC Improvements to Right of Way FOVA16.	Extent of works agreed with the Rights of Way Team. PC have ordered the works with their selected contractor and are currently awaiting the contractor to confirm the date that the works will be undertaken.	That the update is noted.	Area Board



y)	Tisbury PC 20mph Speed Limit Extension	20mph speed limit assessment report has been received. The report presented two options for the extension of the existing 20mph speed limit in Tisbury which centre around whether to include Chicksgrove Road and Chilmark Road in any extension. The report has discussed with the local member and Parish Clerk who will be presenting it to the PC in September 2022 to determine which option they wish to pursue. Once that is decision is known draft TRO schedule to be finalised and sent to the Legal Team for processing. It should be noted that funding to allow the TRO work to be undertaken has already been allocated but a decision on the funding required to introduce an extension of the 20mph speed limit in Tisbury will be brought to the next meeting of the group.		Area Board
z)	Improvements to Bus Stop in Hindon	Works ordered and due to be completed by mid-September 2022.	That the update is noted.	Area Board



6.	Closed Issues			
a)	Issue No: <u>14-22-06</u> Chilmark PC Request for Re-marking of white line.	<ul> <li>The PC have yet to confirm that they support the proposed provision of an edge of carriageway marking and are prepared to commit the necessary funding towards the scheme.</li> <li>It was originally proposed that the provision of a marking at this location work would be undertaken by the Local Area Highways Office as part of their programmed maintenance works. However, that work is now completed for the current financial year so is not an option.</li> <li>If the PC confirm that they support the proposed measures, then the estimated cost of providing an edge of carriageway marking at this location is £1,336 (LHFIG contribution £1002 / PC contribution £334).</li> <li>The cost estimate has also been produced on the basis of the lining works being undertaken as a standalone job. The estimated costs could be reduced by £500 if the lining works are undertaken alongside other lining works, but doing so would increase the time it takes for the markings to be provided.</li> </ul>	withdraw this application at this time and pursue the re-marking of the faded line through the annual maintenance programme.	Area Board
7.	Other Items			
a)	Highway Maintenance Update	PS advised that as DB was unable to attend the meeting no update could be provided, but specific queries could be raised with DB directly who would respond accordingly.		Area Board
8.	Date of Next Meeting:	30 <sup>th</sup> November 2022	·	



#### 1. Environmental & Community Implications

1.1. Environmental and community implications were considered by the LHFIG during their deliberations. The funding of projects will contribute to the continuance and/or improvement of environmental, social and community wellbeing in the community area, the extent, and specifics of which will be dependent upon the individual project.

#### 2. Financial Implications

- 2.1. All decisions must fall within the Highways funding allocated to the South West Wiltshire Area Board.
- 2.2. If funding is allocated in line with LHFIG recommendations outlined in this report, and all relevant 3<sup>rd</sup> party contributions are confirmed, South West Wiltshire Area Board will have a remaining highways funding balance of £8,042.63 in the LHFIG allocation available for the 2022/2023 financial year.

#### 3. Legal Implications

3.1. There are no specific legal implications related to this report.

#### 4. HR Implications

4.1. There are no specific HR implications related to this report.

#### 5. Equality and Inclusion Implications

5.1 The schemes recommended to the Area Board will improve road safety for all users of the highway.

#### 6. Safeguarding implications

There are no specific safeguarding implications related to this report.

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# Wiltshire Council

Report To	South West Wiltshire Area Board
Date of Meeting	Wednesday, 14 September 2022
Title of Report	South West Wiltshire Area Grant Report

### **Purpose of the Report**

- To provide detail of the grant applications made to the South West Wiltshire Area Board. These could include; community area grants, health and wellbeing, young persons grants and Area Board initiatives.
- To document any recommendations provided through sub groups.

### **Area Board Current Financial Position**

	Community Area Grants	Young People	Health and Wellbeing
Opening Balance For 2022/2023	£ 24,876.00	£ 21,148.00	£ 7,700.00
Awarded To Date	£ 3,487.00	£ 3,750.00	£ 3,560.00
Current Balance	£ 21,389.00	£ 17,398.00	£ 4,140.00
Balance if all grants are agreed based on recommendations	£ 17,577.00	£ 17,398.00	£ 2,640.00

### **Grant Funding Application Summary**

Application Reference	Grant Type	Applicant	Project	Total Cost	Requested
<u>ABG782</u>	Community Area Grant	Barford St Martin Community Fund	Barford St Martin Community Playground	£7624.00	£3812.00

#### **Project Summary:**

We are installing a children's playground in Barford St Martin's recreational field. We have been fund-raising for this project from the beginning of this year and have raised sufficient funds to pay for the installation of the playground equipment, which is due to be installed on 12th September. As well the playground equipment, we need to fund the installation of a fence surrounding the playground. This will ensure the safety and security of those children using the playground as well as restricting access by local dogs that walk in the playing field. Our intention is to install complimentary facilities such as seating and provide disabled access too. This all aims to provide an educational and social meeting place for the benefit of the many children as well as their parents that reside in the village

<u>ABG762</u>	Older and Vulnerable Adults Funding	Wiltshire Music Centre	Celebrating Age Wiltshire	£11065.00	£1500.00
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Application Grant Type Applicant Reference	Project	Total Cost	Requested	
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#### **Project Summary:**

Celebrating Age Wiltshire (CAW) will use arts & heritage activities to reach the most isolated older people in the South West Wiltshire area, helping to tackle loneliness and aiming to improve their health and wellbeing through creative and artistic engagement. In particular CAW will target those people who are vulnerable and socially isolated due to frailty, ill health, dementia, poor mobility or caring responsibilities. Our programme has developed four different strands of both live and online activity to meet the needs of this group. CAW is a partnership of community organisations across the county with Wiltshire Music Centre as lead organisation.

### 1. Background

Area Boards have authority to approve funding under powers delegated to them. Under the Scheme of Delegation Area Boards must adhere to the Area Board Funding and Grants Criteria. This document is available on the council's website.

Three funding streams are available to the Area Board, each with an annually awarded amount. These funding streams are as follows:

- Community Area Grants (capital)
- Young People (revenue)
- Health and Wellbeing (revenue)

The Area Board will be advised of the funding available prior to their first meeting of each financial year.

### 2. Main Considerations

2.1. Councillors need to be satisfied that the applications meet the requirements as set out in the Area Board Funding and Grants Criteria and that the health and wellbeing and young persons funding guidelines have been adhered to.

2.2. Councillors must ensure that the distribution of funding is in accordance with the Scheme of Delegation to Area Boards.

2.3. Councillors need to consider any recommendations made by sub groups of the Area Boards.

### 3. Environmental & Community Implications

Grant funding will contribute to the continuance and/or improvement of cultural, social and community activity and wellbeing in the community area, the extent of which will be dependent upon the individual project.

### 4. Financial Implications

Councillors must ensure that the Area Board has sufficient funding available to cover the grants awarded.

### 5. Legal Implications

There are no specific legal implications related to this report.

### 6. Human Resources Implications

#### There are no specific human resources implications related to this report.

### 7. Equality and Inclusion Implications

Community Area Boards must fully consider the equality impacts of their decisions in order to meet the Council's Public Sector Equality Duty.

Community Area Grants will give local community and voluntary groups, Town and Parish Council's equal opportunity to receive funding towards community based projects and schemes where they meet the funding criteria.

### 8. Safeguarding Implications

The Area Board has ensured that the necessary policies and procedures are in place to safeguard children, young people and vulnerable adults.

No unpublished documents have been relied upon in the preparation of this report.

### **Report Author**

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