

Special Council

Tuesday, 16th November 2021, 6.30 pm
Council Chamber, Town Hall, Chorley and YouTube

Agenda

Apologies

- | | |
|---|-----------------|
| <p>1 Minutes of meeting Tuesday, 28 September 2021 of Council</p> | (Pages 5 - 10) |
| <p>2 Declarations of Any Interests</p> <p>Members are reminded of their responsibility to declare any pecuniary interest in respect of matters contained in this agenda.</p> <p>If you have a pecuniary interest you must withdraw from the meeting. Normally you should leave the room before the business starts to be discussed. You do, however, have the same right to speak as a member of the public and may remain in the room to enable you to exercise that right and then leave immediately. In either case you must not seek to improperly influence a decision on the matter.</p> | |
| <p>3 Mayoral Announcements</p> | |
| <p>4 Public Questions</p> <p>Members of the public who have requested the opportunity to ask question(s) on any item(s) on the agenda will have three minutes to put their question(s) to the relevant Councillor. Members of the public will be allowed to ask one short supplementary question.</p> <p>To view the procedure for public questions/ speaking click here and scroll to page 119</p> | |
| <p>5 Corporate Strategy Refresh 2021/2022 - 2023/24</p> <p>To receive and consider the report of the Deputy Chief Executive.</p> | (Pages 11 - 44) |
| <p>6 Capital Strategy Update 2021</p> <p>To receive and consider the report of the Director of Finance.</p> | (Pages 45 - 52) |
| <p>7 Polling Station Review</p> <p>To receive and consider the report of the Returning Officer.</p> | (Pages 53 - 58) |

8	Introduction of New Statement of Licensing Policy under the Licensing Act 2003	(Pages 59 - 116)
	To receive and consider the report of the Director of Planning and Development.	
9	Changes to Council Appointments	(Pages 117 - 120)
	To receive and consider the report of the Deputy Chief Executive.	
10	Procurement of Plan-Making Capacity for the Central Lancashire Local Plan	(Pages 121 - 182)
	To receive and consider the report of the Director of Planning and Development.	
11	Exclusion of the Public and Press	
	To consider the exclusion of the press and public for the following items of business on the ground that it involves the likely disclosure of exempt information as defined in Paragraph 3 of Part 1 of Schedule 12A to the Local Government Act 1972.	
	By Virtue of Paragraph 3: Information relating to the financial or business affairs of any particular person (including the authority holding that information)	
	Condition:	
	Information is not exempt if it is required to be registered under- The Companies Act 1985	
	The Friendly Societies Act 1974	
	The Friendly Societies Act 1992	
	The Industrial and Provident Societies Acts 1965 to 1978	
	The Building Societies Act 1986 (recorded in the public file of any building society, within the meaning of the Act)	
	The Charities Act 1993	
	Information is exempt to the extent that, in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.	
	Information is not exempt if it relates to proposed development for which the local planning authority may grant itself planning permission pursuant to Regulation 3 of the Town & Country Planning General Regulations 1992(a).	
12	Strawberry Meadows Development Update	(Pages 183 - 204)
	To receive and consider the report of the Director of Commercial.	
13	Lease of Clayton-Le-Woods Parish Rooms	(Pages 205 - 214)
	To receive and consider the report of the Director of Commercial.	

14 Any urgent business previously agreed with the Mayor

Gary Hall
Chief Executive

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Minutes of	Council
Meeting Date	Tuesday, 28 September 2021
Members present:	Councillor Steve Holgate (Mayor), Councillor Julia Berry (Deputy Mayor) and Councillors Sarah Ainsworth, Aaron Beaver, Martin Boardman, Alistair Bradley, Sam Chapman, Mark Clifford, Alan Cullens, Magda Cullens, John Dalton, Karen Derbyshire, Gordon France, Margaret France, Peter Gabbott, Harold Heaton, Alex Hilton, Terry Howarth, Keith Iddon, Hasina Khan, Samir Khan, Roy Lees, Adrian Lowe, June Molyneaux, Alistair Morwood, Beverley Murray, James Nevett, Alan Platt, Debra Platt, Aidy Riggott, Kim Snape, William Simmance, Christine Turner, John Walker, Jenny Whiffen, Alan Whittaker and Peter Wilson
Officers:	Gary Hall (Chief Executive), Asim Khan (Director of Customer and Digital), Mark Lester (Director of Commercial), Louise Mattinson (Director of Finance), Chris Moister (Director of Governance), Jennifer Mullin (Director of Communities), Jonathan Noad (Director of Planning and Development) and Ruth Rimmington (Democratic Services Team Leader)
Apologies:	Councillors Danny Gee, Tom Gray, Zara Khan, Matthew Lynch and Jean Sherwood

21.C.66 Minutes of meeting Tuesday, 20 July 2021 of Council

Decision (unanimous) that the minutes of the Council meeting held on 20 July 2021 be approved as a correct record for signature by the Mayor.

As a point of information, the Executive Leader, Councillor Alistair Bradley explained that a fire had occurred at the Tatton Gardens site. It was believed that the cause had been children, but there will be no costs to the council as a result of the incident and there is not expected to be any impact on the delivery date. The contractor is responsible for safety on the site and additional measures have been put in place since the incident.

It was noted that some of the information requested by Councillor Aidy Riggott at the previous meeting relating to Buckshaw Parkway and empty properties had not yet been provided. This would be chased up following the meeting.

21.C.67 Declarations of Any Interests

There were no declarations of interests received.

21.C.68 Mayoral Announcements

The Mayor thanked all those who had attended his Civic Dinner and Civic Sunday.

The Mayor expressed his pride in welcoming the G7 Speakers Conference guests to Chorley.

21.C.69 Public Questions

There were no public questions for consideration.

21.C.70 Executive Cabinet

Members considered a general report of the meeting of Executive Cabinet held on 16 September 2021.

Councillor Harold Heaton queried the figures for the performance relating to 'Processing of major planning applications'. The target is 80% and the performance is 56%. This is due to a staffing shortage and support required for the recent planning inquiries. The actual number of applications was low, which had the impact of skewing the figure slightly. It was noted that Councillor Bradley had presented the report at Executive Cabinet, rather than Councillor Wilson, as stated in the report.

The Executive Leader, Councillor Alistair Bradley proposed and the Deputy Leader, Councillor Peter Wilson seconded the **Decision that the report be noted.**

21.C.71 Capital Budget Monitoring Report 1

The Deputy Leader, Councillor Peter Wilson, presented the report of the Chief Finance Officer which sets out the overall financial position of the Council in respect of the capital programme as at 31 July 2021, highlighting key issues and explaining key variances over the first four months of the year, and provides an overview of various elements of the Council's Balance Sheet as at 31 July 2021.

In response to a query Councillor Peter Wilson advised that the debt position of the council, as at 31 July 2021 compared with 31 July 2020 is:

Short term borrowing	£1.904m	£1.875m
Long term borrowing	£59.758m	£61.662m
Total Borrowing	£61.662m	£63.537m

It was noted that this is the maximum amount that may be required. There are times when the council can utilise its own reserves rather than borrowing.

Councillor Sam Chapman queried the debt position currently from when the Labour administration took control. It was noted that times have changed, in terms of different funding streams from the government having reduced. There is a need for the council to generate income for itself and a desire to invest in improvements to the town centre and to create jobs.

The Leader of the Opposition, Councillor Martin Boardman, noted the outstanding amount with the Public Works Board was at the figure noted as the total figure of £61,000m.

The Deputy Leader, Councillor Peter Wilson proposed and the Executive Leader, Councillor Alistair Bradley seconded the (by majority) **Decision To approve the following variation to the programme (which has been included in Appendix B) £150,000 budget to be funded from reserves for capital works to upgrade and unify the network to include access points for improved Wi-Fi coverage.**

21.C.72 Governance Committee

Members considered a general report of the meeting of the Governance Committee held on 28 July 2021.

The Chair of the Governance Committee, Councillor Debra Platt proposed and the Vice-Chair, Councillor Hasina Khan seconded the **Decision that the report be noted.**

21.C.73 Update on Temporary Civic Square Proposals

The Executive Leader, Councillor Alistair Bradley, presented the report of the Director of Commercial which sets out an overview of the temporary civic square proposals. This issue had been discussed at a recent working group at which this update report had been requested to enable a wider debate.

Buzz Bingo had surrendered their lease to the council due to the impact Covid had on their business in July 2020. As work had begun on site clearance in October 2020 the civic square development was progressed through the Future High Street Fund bidding process but the bid was not successful. Chorley was put in tier 2 for the Levelling Up fund and that round of funding has yet to be released.

Of the options considered the use of the site as a temporary car park is considered the best, until government funding is forthcoming for further development.

The Leader of the Opposition, Councillor Martin Boardman, queried the temporary nature of the car park and expressed a desire to see the site in use as a car park for at least a year. It was acknowledged it is not possible to give any guarantees on when the site may be developed. Future consideration of the car parking strategy for Chorley was suggested.

Councillor Bradley undertook to share the 'levelling up' bid from the council to the government with Councillor Aidy Riggott at an appropriate time and noted it has not yet been submitted. There is a desire to work across Lancashire, but there is no certainty at the current time.

The Executive Leader, Councillor Alistair Bradley proposed and the Deputy Leader, Councillor Peter Wilson seconded the **Decision that the report be noted.**

21.C.74 Questions Asked under Council Procedure Rule 8

A question was received from the Leader of the Opposition, Councillor Martin Boardman for Councillor Peter Wilson (Executive Member Resources).

“On behalf of the Conservation Group of Councillors we would like to thank our MP and Speaker Sir Lindsay Hoyle for hosting the G7 Speakers Conference here in Chorley.

It was a pleasure to see speakers and guests from the wider international community enjoying many of the sights, experiences, products and people that our diverse Lancashire town has to offer.

The event appeared to be a great success showcasing the very best of Chorley and Lancashire.

We would however like to ask Cllr Wilson to clarify if any costs and expenses were borne by Chorley Council; what these costs are and if the Speakers Office is to reimburse the council for these in due course?”

Councillor Wilson explained that as he works for the MP the Executive Leader, Councillor Bradley, had taken the decisions in relation to this matter.

The final costs are not yet known, but related to Streetscene and Astley Hall staff overtime (£5,000), signage which are reusable (£3,500) and compensation for businesses not able to trade (£10,000).

Councillor Wilson noted the excellent local, national and international press coverage during the event and the positive impact this will have. There is also ‘A Taste of Parliament’ exhibition ongoing at the Coach House which can only be seen at Parliament usually. He expressed his view that the benefits of the event outweighed the costs. The final costs will be shared when available.

Councillor Boardman requested that a tourism guide be published as soon as possible to capitalise on the positive publicity. Councillor Bradley advised that a town guide is in production, and an extended guide in conjunction with town centre traders. Other events to raise Chorley’s profile are planned for later in the year, including a business and a climate event.

21.C.75 To consider the Notices of Motion given in accordance with Council procedure Rule 10

No Notices of Motion were submitted in accordance with Council Procedure Rule 10.

21.C.76 Exclusion of the Public and Press

The Executive Leader, Councillor Alistair Bradley proposed and the Deputy Leader, Councillor Peter Wilson seconded the (unanimous) **Decision that the press and public be excluded from the meeting for the following item of business on the grounds that it involves the disclosure of exempt information as defined by paragraph 3 of Part 1 of schedule 12A to the Local Government Act.**

21.C.77 Refugee Resettlement Programme

The Executive Member (Resources) presented the confidential report of the Director of Commercial. The report seeks approval for the resources required to progress with further acquisitions for the Refugee Resettlement Programme and ongoing tenancy management and approval to sign the UK Resettlement Scheme grant agreements developed by Lancashire County Council (LCC).

Following a request from the Leader of the Opposition, Councillor Martin Boardman, Councillor Wilson undertook to provide a briefing note to members regarding Housing Revenue Account.

The Deputy Leader, Councillor Peter Wilson proposed, the Executive Member (Homes and Housing, Councillor Peter Gabbott seconded, the (unanimous) **Decision**

- 1. To approve the following resources required to progress with further acquisitions for the Refugee Resettlement Programme and ongoing tenancy management:**
 - a. Increase the capital programme by £2.2m for 11 properties to be funded through prudential borrowing**
 - b. Increase the revenue budget by £35,000 for increased property maintenance and staffing**
- 2. To approve the signing of the Grant Agreements with (LCC) for:**
 - a. Single repatriation**
 - b. 10 refugee families**

Mayor

Date

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Report of	Meeting	Date
Deputy Chief Executive (Introduced by Executive Member (Resources))	Council	Tuesday, 16 November 2021

Corporate Strategy Refresh 2021/2022 - 2023/24

Is this report confidential?	No
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Is this decision key?	Not applicable
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Purpose of the Report

1. To seek approval for the refresh of the Corporate Strategy 2021/22 – 2023/24.

Recommendations to Council

2. That the Corporate Strategy 2021/22 – 2023/24 be approved.

Reasons for recommendations

3. To ensure that the Corporate Strategy reflects the needs of the borough and that council resources are directed towards key priorities.

Other options considered and rejected

4. The other option is to not review the strategy. However, this would mean that the Corporate Strategy may no longer reflect the needs of communities and businesses within the Borough, as well key projects and measures no longer being relevant.

Executive summary

5. The report provides a summary of the performance of the Corporate Strategy in 2020/21 and the changes proposed as part of the Corporate Strategy refresh for 2021/22.
6. Over the past 12 months, key achievements include restoration of the borough's landmark asset Astley Hall, improvement works to the Market and progress with key sites at Alker Lane and Tatton. Improvements to community facilities have been delivered with the completion of the West Way Sports Hub and a number of play areas across the borough including Jubilee Way.
7. Against the backdrop of continued challenges arising from the pandemic, the services provided to residents have been responsive to their needs. For those at risk with

homelessness and housing support, a new approach was established that improves the pathways for those with mental health and substance misuse needs to access the support they need. Holiday hunger and physical activity sessions to support children and families through the holiday period have been delivered as well as support to wider communities on better health through dedicated schemes.

8. A full summary of the achievements by priority is provided within this report.
9. For 2020/21 – 2022/23, the Corporate Strategy vision, priorities, and long-term outcomes remain the same to maintain the long-term impact of strategic activity and investment. This strategy progresses action to address the economic impact of the pandemic including support for businesses and activity to increase jobs and skills. It also moves forward major developments and initiatives into their next phase of build or launch, establishing key assets for the future. Importantly, the strategy responds to the needs of communities, doing more for neighbourhoods right across the borough by enhancing essential services and facilities. Addressing climate change remains a key theme throughout the strategy with specific council actions to encourage wider engagement and participation.
10. The key projects have been refreshed to move existing large programmes of work into the next phase of delivery and to increase activity in key areas such as jobs and skills, support for communities and delivery of affordable housing. Specific new projects include a refresh of the economic development strategy, delivery of affordable housing and work with partners to improve community facilities. Projects that will move into the next phase of delivery include the launch of the Astley Hall attraction and visitor experience, opening of the Tatton Gardens Extra Care development and delivery of Strawberry Meadows. We will continue to improve Council performance through delivering an even better customer experience, enhancing street cleanliness and joining up more effectively with our partners.
11. The performance measures that help us to know how we are getting better and whether we are achieving our long-term goals have also been reviewed and updated. Five indicators have been amended to reflect service changes or better align to future priorities. Four new indicators have been included to ensure a comprehensive view of performance across the year.

Corporate priorities

12. The report relates to the following corporate priorities:

Involving residents in improving their local area and equality of access for all	X	A strong local economy	X
Clean, safe and healthy communities	X	An ambitious council that does more to meet the needs of residents and the local area	X

Background to the report

13. The Corporate Strategy provides a clear statement of what the Council aims to achieve over the next three years. The strategy sets out not only the Council's vision, priorities, and long-term outcomes for 2021/22 – 2023/24, but also priority activity to be delivered through the corporate projects and how we intend to measure success over the year ahead. The Corporate Strategy identifies our key priorities as a Council. These are:
- a) Involving residents in improving their local area and equality of access for all;
 - b) Clean, safe, and healthy homes and communities;
 - c) A strong local economy; and
 - d) An ambitious Council that does more to meet the needs of residents and the local area.

Performance of the Corporate Strategy in 2020/21

14. Progress in implementing the Corporate Strategy has been reported on a regular basis over the last twelve months. Work is undertaken to identify risks and issues and to address any areas where delivery is off track.
15. At quarter two, performance against the Corporate Strategy projects is excellent, with 85% (11) of the projects rated as green and 8% (1) classified as having completed. The scope and pace of delivery continues to reinforce the direction for the Council, driving forward ambitions for economic growth and supporting our communities. This will ensure that Chorley is an even more attractive place to live, work, and invest.
16. A full review of the performance of the Corporate Strategy (including measures) has been completed and is summarised below.

Involving residents in improving their local area and equality of access for all

17. The approach adopted some years ago in the Community Resilience Framework has been central in supporting our residents through Covid-19. It provided the basis for a strong response that over the last year has included; establishing a working group with local foodbanks and emergency food providers. This has improved the way in which intelligence is shared and relationships developed to improve food provision and access in the borough. The 'Better Health Better Self' programme commenced, which provided residents with a 10-week programme of group sessions offering information, advice and support on how to live a healthier lifestyle. The Holiday Hunger programme and the Holiday Activity and Food Programme were delivered in partnership with the Inspire Youth Zone. This supported vulnerable families through the school holiday period with food and holiday club provision.
18. Renovations to Astley Hall have been successfully delivered. This included the removal of the old render from the exterior of building to expose the original brickwork; the installation of new windows (crafted by a local contractor); and, the doors were restored and repainted in their original heritage green colour. The newly restored facade was showcased at the annual Chorley Flower Show as well as the G7 Speakers' Conference in 2021, which propelled the town to the international stage. The works delivered as part of this project will safeguard the Hall and its long-term future as a major asset for the whole borough.
19. Work towards improving the use of digital technology to drive efficiency has progressed with a number of key projects to improve efficiencies in data collection, processing and retention. The cloud-based document management system SharePoint has begun to be rolled out across the authority. This will allow for shared services to operate more

successfully as a shared unit by providing a document management system and improve security and cross-departmental document and data sharing.

Clean, safe and healthy homes and communities

20. The council continues to improve support for people who are at risk of homelessness through the delivery of the Housing and Rough Sleeping Strategy. Support around mental health, substance abuse, and budgeting has made significant progress as well as strengthening support for those in the private rental. The council has led work with partners to establish a new approach that improves the pathways to support to those with mental health and substance misuse needs. This offers bespoke support for people in Chorley. A new webpage has been developed to provide up-to-date information, advice, and support services for tenants at risk of homelessness, increasing awareness of tenant rights in the private sector.
21. Improvements to parks and open spaces has resulted in new facilities, including a sports pavilion and artificial grass pitches at the newly developed Westway Sports Campus. There have been improvements to several play areas, such as at Middle Close Play Area where a new spinner, swings, and a slide were installed. Similar improvement works were also delivered at Longfield Avenue, Manor Road, Orchard Drive, lodge Bank, and Jubilee Way Play Areas where new equipment was fitted. Improvement works have been delivered at playing pitches, with the regrading of football pitches and instillation of drainage at the Kem Mill Lane and Twin Lakes Playing Fields, improving the weather resilience of the sites.
22. The development of Tatton, which will provide vital facilities that will improve health and open space provision, has made good progress over 2020/21. This includes the progression of the initial construction phase, such as the preparations of the foundations, installation of the utilities, as well as the erection of the steel framework for the building. Additionally, the external doors and concrete flooring have been installed on the structure, whilst the installation of the roof, brickwork, and internal partitions and ceiling remain ongoing. When completed, the development will include a new GP surgery, pharmacy, assisted living accommodation, and recreation ground, supporting wellbeing outcomes and wider benefits such as community cohesion and reduced anti-social behaviour.

A strong local economy

23. A strong local economy remains a top priority. Good progress has been made at Alker Lane, with works commencing on site following the approval of planning permission in 2020. Milestones achieved by the project over the past year include the completion of the initial site preparations, such the clearance, utility instillation, and road access creation, in addition to the construction of the foundations and erection of steelwork for the units. There is a high level of interest in the site, demonstrating the need for this type of development to support local economic growth.
24. Improvement works to Chorley town centre have continued, most recently with the demolition of the former bingo hall, to pave the way towards the creation of a versatile and attractive public space on the cleared site. Extensive improvements have been made to the Covered Market, including the creation of new and accessible toilet facilities, encouraging further visitors and recognising the vital role the market plays for the town.
25. To accommodate the ambitions of the local economy and provide additional employment opportunities for residents, the project to bring forward the site at Bengal Street for development has continued to be delivered. This project seeks to transform the site into mixed-use and develop residential, community, and light industrial facilities. Over 2020/21, initial development preparations have been conducted. This includes the

completion of technical works surveys of the site and collation of development options for member consideration.

An ambitious Council that does more to meet the needs of residents and the local area

26. The expansion of shared services continued, with completion of Phase One and progress against Phase Two. This includes the implementation of the shared management structures for ICT and Customer Services and completion of reviews for the wider team. Monitoring reports have also been created for the Shared Services Joint Committee, providing an update on progress and performance across key service areas to ensure that performance is being monitored effectively. When delivered, the project will enable services to have greater resilience and provide opportunities to improve services and better value for money for residents.
27. To ensure that we continually strive to improve, a programme of improvements to Streetscene Services has been delivered. This has implemented key changes to technology, supporting an efficient service that can deliver environmental improvements across the borough. New technology has been introduced to support the scheduling of street cleansing grass cutting, tree and car park inspections as well as bin collections. Litter bins have also been tagged with QR codes to improve how emptying schedules are tracked and monitored. These improvements will make the service more efficient, while also improving the service offered to residents with fewer missed collections or assets, and improved information to respond to queries.
28. The project to deliver sustainable public services was completed. This project has ensured that we have a fit-for-purpose model of partnership working based on greater collaboration between the Chorley Public Service Reform Board and the South Ribble Partnership by developing a joint partnership body. In the long term, this will allow us to achieve greater scale, influence, and efficiencies in our partnership work across the two boroughs. Over 2020/21, a governance structure was established and implemented to ensure the effective operation of the partnership. Priorities for the partnership were also developed through a process of engagement and workshops. These were subsequently approved by the new partnership Executive Board, which is made up of senior decision makers from each key partner, and includes data and intelligence, economic reform and working towards a locality model that organises support and services in a way that makes sense for residents and achieves longer term sustainability.
29. Following the appointment of a Climate Change Co-ordinator, the Council's commitment to supporting the green agenda has gained significant momentum, with the project focusing on early-stage decarbonisation efforts and engagement with residents. Carbon calculations have been conducted on council vehicles and assets, providing a critical baseline for green initiatives that will be undertaken as well as allowing for the development of remediation options. A Climate Change Working Group has also been established to engage with elected Members and for them to provide direction on the project. Work has also commenced on the Tree Planting Strategy, which will see a tree for every resident planted by 2025.

Project Delivery

30. As well as delivering major schemes, the 2020/21 Corporate Strategy included a number of projects that focused on progressing priorities over multiple years. This activity will continue and therefore it is proposed that eight projects are carried forward into 2021/22 – 2023/24 Corporate Strategy:

- Launch Astley Hall attraction and visitor experience,
- Lead activity to address climate change, including tree planting,
- Open the Tatton Gardens Extra Care development and community facilities,
- Work with partners and residents to improve local play and community facilities across the borough,
- Complete the town centre projects, including market renovations,
- Deliver Strawberry Meadows employment site,
- Deliver street level improvements to ensure cleaner, greener streets and neighbourhoods across the borough,
- Join up public services by working with our partners through the Chorley and South Ribble Partnership.

31. Five projects will be complete by April 2022, and are therefore not included as projects within the updated strategy:

- Bring forward site at Bengal Street,
- Deliver a programme of community resilience building work,
- Extension of Shared Services: Phase 2,
- Implement the Homelessness and Rough Sleeping Strategy action plan,
- Implement year 1 of the Shared Digital Strategy.

32. The projects that are yet to be completed have identified clear timescales for delivery and will continue to be monitored through to completion alongside the new Corporate Strategy projects and reported through quarterly monitoring reports. A full list of projects, along with a current position statement is available in Appendix A.

Performance

33. The 2020/21 strategy included 26 key measures to make it possible to monitor progress towards achieving the priorities and long-term outcomes. At the end of quarter two, 67% of Corporate Strategy measures are performing on or above target or within the 5% threshold. Further details are available in the quarter two monitoring report, which was presented to Executive Cabinet in November.

Development of the Corporate Strategy 2021/22

Vision and priorities

34. For 2021/22 – 2023/24, the vision for the Corporate Strategy will stay the same, providing consistency and reinforcing the Council's role as a proactive community leader working for the whole borough. The vision is for the Council to be:

'A proactive community leader, supporting the borough and all its residents, whether in rural or urban areas, to reach their full potential through working in partnership to deliver services that achieve the best outcomes for local people and protect vulnerable people'

35. The Corporate Strategy priorities and long term outcomes will be retained for 2021/22 to reflect a continued commitment to the priorities, ensuring the long term impact of strategic activity and investment:

A strong local economy:

- A vibrant town centre and villages
- A strong and expanding business sector across the whole of the borough
- Access to high quality employment and education opportunities across the borough

Clean safe and healthy homes and communities:

- Clean and safe streets
- Reduced health inequalities
- A wide range of quality recreational activities
- High quality, affordable, and suitable housing
- High quality play areas, parks, and open spaces in both urban and rural locations

Involving residents in improving their local areas and equality of access for all:

- Residents who take pride in where they live and their achievements
- Residents who are all able to take an active part in their local and wider community
- Easy access to high quality public services, both face to face and online

An ambitious Council that does more to meet the needs of residents and the local area:

- A Council that consults and engages with residents
- An ambitious Council that continually strives to improve
- Cohesive communities in and around our rural and urban areas

Projects

36. Project activity for 2021/22 has been designed to respond to the needs of communities and businesses impacted by the pandemic by putting in place a range of activity to deliver jobs, revive the town centre and develop infrastructure for the future. There is more activity focussed on the things that really matter to residents like clean streets, neighbourhood facilities and good quality homes. The Council will also continue to work hard to deliver high quality services through transforming the organisation, making the best use of our assets and work places, and working with our partners to improve the way that public services work together. Collectively this will ensure that Chorley remains a great place to live, work and invest.

37. As part of ensuring clean, safe and healthy homes and communities, the Council will work with partners to identify and put in place improvements in play spaces and community facilities right across the borough so that all residents can enjoy recreational spaces close to home. We will complete projects to deliver a range of high quality, affordable and suitable housing, including the opening of the Tatton Gardens Extra Care development which will provide excellent accommodation for older residents right at the heart of their community. Work will also be undertaken to explore ways that the Council can deliver more affordable housing to meet the needs of individuals and families both now and in future.

38. Residents will be able to take even more pride in Chorley with the reopening and launch of the recently renovated Astley Hall. The extensive programme of restoration work will be brought to life through a new visitor experience to attract visitors to Chorley and keep Astley Park as a world class space for residents to enjoy on their doorstep. All residents will be able to take an active part in the community and supported to access services through additional digital provision and skills support, providing more equipment and increased access right across the borough. Driving forward a strong commitment to addressing climate change, the Council will lead activity and interventions to reduce carbon emissions by providing more electric vehicle charging points, meeting tree planting targets and working with major partners to have an impact at scale.
39. Developing a strong local economy will continue to be a top priority. Work to deliver the Strawberry Meadows employment site will be completed so that Chorley remains an attractive place to do business, providing much needed light industrial units. The town centre will be continue to be supported to thrive with the completion of the improvements to the covered markets, enhancing a key local asset and supporting independent businesses by giving residents and visitors even more reason to come to the town centre and support our economy. A project will also be undertaken to understand the future needs of businesses and deliver targeted interventions to encourage business growth, resilience and employment options for residents. To ensure a clear direction for the future, the Council will work with businesses and partners to develop a new economic strategy to set out priorities and plans that will position Chorley ready to respond to regional and national opportunities.
40. As an ambitious Council that continually strives to improve, we will take opportunities to support our workforce to operate in new ways and make the best use of local assets. We will deliver an even better customer experience by redeveloping the customer service environment and transforming the way that services are delivered digitally so that residents can access information quickly and easily, meaning that additional support can be focussed on more vulnerable residents or those who need extra assistance. The Council will also build on the work to develop a joint Chorley and South Ribble Partnership so that we can work more closely with partners to organise services in a way that makes sense for residents.
41. A copy of the refreshed Corporate Strategy is attached as Appendix C.
42. The key proposed projects for 2021/22 and an overview of what they will deliver is shown over the page:

Project title	Proposed scope
Involving residents in improving their local area and equality of access for all	
Launch Astley Hall attraction and visitor experience	Completion of Astley Hall development works including an improved visitor experience, which will be opened and showcased to residents and visitors.
Lead activity to address climate change including tree planting	Delivery of the climate change programme with a focus on specific council interventions including: <ul style="list-style-type: none"> - Meeting the tree planting target - Lobbying partners and the government for changes and resources to deliver wider improvements in areas such as Electric Vehicle Charging Points and alternative household heating systems - Campaigns and engagement to promote environmentally friendly activity to residents - Working with key strategic partners and larger businesses to leverage benefits on a larger scale
Deliver actions to increase digital skills and access across the borough	Following on from the community recovery plan activity and digital schemes, develop and deliver an action plan to increase access to digital devices and offer more digital skills training tailored to different needs across the borough.
Clean, safe, and healthy homes and communities	
Open the Tatton Gardens Extra Care development and community facilities	Completion and opening of the Tatton development.
Work with partners and residents to improve local play and community facilities across the borough	Identify a further programme of improvements to play and community spaces across the borough with a focus on working with partners, including parish councils, to ensure high quality provision in all neighbourhood areas.
Deliver affordable housing within the borough	Explore ways to deliver more council-owned housing up utilising affordable housing currently being developed within the borough.
A strong local economy	
Provide support for enterprise across the borough post Covid	Undertake work to understand the needs of businesses and emerging sectors across the borough. Deliver interventions to encourage business growth, resilience and the employment options for residents.
Refresh the economic development strategy	Refresh the economic development strategy to reflect the current context and set clear direction for the future with strategic priorities and a clear action plan.

Project title	Proposed scope
Complete the town centre projects including market renovations	Support local businesses and independent traders by completing town centre improvements to provide a modernised offer with new opportunities to attract more visitors and customers.
Deliver Strawberry Meadows employment site	Completion and marketing of employment site at Strawberry Meadows.
An ambitious Council that does more to meet the needs of residents and the local area	
Deliver an even better customer experience and increase access to services for everyone	Improve the customer experience by redeveloping the customer service environment and transforming the way that services are delivered digitally, making the best use of technology and self-service to enable more of a focus on vulnerable individuals.
Deliver street level improvements to ensure cleaner, greener streets and neighbourhoods across the borough	Use data, intelligence and resident feedback to ensure that grot spots are tackled so that neighbourhoods are clean, safe and free of rubbish and litter.
Join up public services by working with our partners through the Chorley and South Ribble Partnership	Embed the new joint Chorley and South Ribble Partnership to deliver better outcomes for residents by joining up the organisation and funding of public services so that they make sense and provide good value for residents.
Deliver the Future Workplace Strategy	Deliver year 1 of the Future Workplace Strategy to ensure that our working practices and environments are fit for the future and meet the expectations of staff and customers.

Measuring Progress**Corporate Strategy measures**

43. The strategy includes 30 performance indicators that will be measured and reported against in order to demonstrate success and progress towards achieving the priorities and long-term outcomes. All of the measures and targets have been reviewed and updated to ensure that they remain challenging to reflect Council ambition. A final list of Corporate Strategy measures for 2021/22 can be found at Appendix B.
44. Four indicators have targets amended to reflect service changes or better align to future priorities. This includes the following:

Indicator	Action	Reason
Number of volunteer community groups support to improve by the Council	Increase target from 75 annually to 100 to ensure this remains challenging	The target for the number of volunteer community groups supported has been increased to ensure this remains challenging.
Number of people who have successfully completed basic digital skills training	Reduce the target from 400 annually to 300 to ensure it remains realistic	The pandemic has had a significant impact on the established programme of training and support, particularly as the target cohorts are often from more vulnerable groups. The key partners in the work have also had to adapt their priorities. It will take some time for the programme to become fully re-established and for those key groups to be encouraged to attend. The revised target takes these changed circumstances into consideration.
The number of visits to Council's leisure centres	Continue to baseline performance	This measure will be baselined again to reflect the significant changes to the operation of the centres and the impact that the pandemic has had on the leisure industry.
Number of affordable homes delivered	Change frequency to bi-annually as opposed to quarterly.	The frequency of this measure is to be changed to from quarterly to bi-annually. This is to more accurately capture the data from Homes England and local authority housing data and therefore improve the accuracy of the data.

45. One indicator has been rescoped to reflect changes to funded programmes that are due to complete.:

Indicator	Target	Reason
Number of projected jobs created through Chorley Council support or intervention	200	The Digital Creative programme which is funded through ERDF is coming to an end, which will have an impact on the performance of this indicator. The target will remain the same, but additional schemes would need to be identified to maintain performance against the target. Performance is therefore dependent on future available schemes being identified by the Business Engagement team and the indicator procedure would be adjusted accordingly.

46. Four new indicators will be included to help measure the delivery of the strategy:

Indicator	Priority	Target	Reason
Number of people referred to social prescribing, including Population Health Management	An ambitious council	700	To understand levels of referrals being made to social prescribing service and impact on health population management.
Number of people who participate in a volunteering opportunity (as part of the Employability Pathway)	Involving residents	Baseline	The number of people who participate in any type of volunteering activity which has been as a result of an intervention through the employability pathway.
% is the number of claimants as a proportion of resident population of area aged 16-64	Involving residents	Better than the NW Average	The Claimant Count is a measure of the number of people claiming benefits principally for the reason of being unemployed. This indicator will enable the council to monitor the impact on local residents to changes in access to work or other barriers.
Median earnings by place of residence	Strong local economy	Better than the NW Average	In addition to the existing corporate strategy indicator for median workplace earnings in the borough, the proposal is to also include earnings by place of residence. This measure could be considered more relevant given the post Covid shift in working habits and spending behaviour. Monitoring both indicators will provide a rounded picture of the earning of our residents and the local economy

Climate change and air quality

47. The work noted in this report impacts on the following areas of climate change and sustainability targets of the council’s green agenda: net carbon zero by 2030, reducing waste production, limiting non sustainable forms of transport, working with sustainable and green accredited companies, limiting or improving air quality, limiting water waste and flooding risks, improving green areas and biodiversity.

Equality and diversity

48. The review of the strategy each year provides the opportunity to consider the latest demographic information, policy context and implications for services. The strategy sets out support for those in communities who may have unfair disadvantages in accessing support, services and opportunities.

49. The strategy sets out the ambitions and strategic objectives to be met over the next 12 months. As each project is implemented, an equality impact assessment will be undertaken to consider the equality and diversity implications.

Risk

50. The council maintains a strategic corporate risk register which sets out the main risks to the organisation and delivery of its services and strategy. In considering the key risks to the delivery of the corporate strategy, the main risks will be related to resourcing and finance, the potential for further disruption due to the pandemic and external forces within the economy and communities. To manage these risks there are mitigation plans in place and each project listed in the strategy is required to undertake and maintain its own risk register.

Comments of the Statutory Finance Officer

51. The Council will put forward a budget in February 2022 that will include sufficient capital and revenue budgets to deliver the refreshed Corporate Strategy.

Comments of the Monitoring Officer

52. There are no concerns from a legal perspective with this Corporate Strategy Refresh report. It is noted that the Vision and Priorities remain the same. The Projects have been updated. Performance Indicators have also been updated and in some instances amended.

Background documents

53. There are no background papers to this report.

Appendices

54. The report includes the following appendices:

- Appendix A – Summary of 2020/21 Corporate Strategy Projects,
- Appendix B – Corporate Strategy Measures 2021/22,
- Appendix C – Corporate Strategy 2021/22 – 2023/24,
- Appendix D – Integrated Impact Assessment.

Report Author:	Email:	Telephone:	Date:
Howard Anthony (Performance and Partnerships Team Leader)	howard.anthony@chorley.gov.uk		28/10/2021

Appendix A – Summary of 2020/21 Corporate Strategy Projects

Corporate Strategy Projects 2020/21	Status (Q2)	Position statement (Q2)	Completion date
Involving residents in the local area and equality of access for all			
Deliver a programme of community resilience building work	GREEN	As part of the work to build resilience within communities and addressing the issue of Holiday Hunger, the Holiday Activity and Food Programme was delivered to approximately 1,160 young people that were eligible for free school meals. Those accessing the programme were able to make use of a holiday club type scheme as well as food provision, with activity sessions delivered in collaboration with the Inspire Youth Zone and the Chorley Schools Partnership. Moreover, the council has been successful in securing additional funding to improve wellbeing, including a grant to enhance the Better Health, Better Self weight management programme that focusses on promoting active lifestyles and nutrition. Further grants are also being progressed to finance additional employability support in Chorley as part of the employability action plan. If successful, the grant will go towards recruiting two Employment Advisors and a Youth Hub Coordinator at the Inspire Youth Zone to provide bespoke one-to-on support for unemployed young people and direct them to employment opportunities and services.	This project will be complete by March 2022.
Undertake renovation works at Astley Hall	GREEN	The project to develop Astley Hall and Park as a visitor destination has continued to deliver key project milestones in the quarter, with the completion of the main restoration works to the front façade of the Hall ahead of it being showcased at the G7 Speakers Conference in September. Work commenced to install lighting through the park's main walkways. This will enhance the visitor experience and improve feelings of safety. A package of works was also developed for the internal decoration of the hall and enhancement of the visitor experience, with works commencing to repair the cottage roof.	This project will continue into the 2021/22 programme of corporate strategy projects.
Implement year 1 of the Shared Digital Strategy.	AMBER	Progress has been made against the Shared Digital Strategy programme of work for Year 1. Continuing with improving the use of digital technology to drive efficiency over quarter two, a document management system was implemented for the Planning Service, providing improvements to digital security as well as efficiencies in the way the service operates. A review of the processes for both Planning and Building Control has also commenced to identify where existing work flows can be automated to drive improvements in efficiency as well as to support the alignment and adoption of best practice. Furthermore, the implementation of SharePoint commenced. The system enables users to share data seamlessly across shared services and with third parties, facilitating new ways of working and collaboration. Throughout the quarter, weekly drop-in sessions have been delivered to develop the skills of teams and users as the system is further rolled out.	This project will be completed by March 2022.

Corporate Strategy Projects 2020/21	Status (Q2)	Position statement (Q2)	Completion date
Clean, safe and healthy homes and communities			
Implement the Homelessness and Rough Sleeping Strategy action plan	GREEN	A review was conducted into the pathways in place between Regulatory Services and Housing Solutions. This has resulted in information sharing between the two teams, which will allow for data on no fault evictions following repair requests and complaints to be better captured, quantified and addressed. A communications plan was created, covering October 2021 to September 2022, that will share information on tenant rights and support for those at risk of homelessness.	This project will be completed by March 2022.
Improve play and community spaces across the borough	GREEN	<p>The project to improve play and community spaces across the borough has advanced over the quarter, with the delivery of key improvement schemes. This includes:</p> <ul style="list-style-type: none"> • Completion of works at Jubilee Way. This has involved the installation of new play equipment and safety surfacing, significantly improving the facilities on the site, • Installation of new play equipment and safety at the Middlewood Close Play Area, replacing the original climbing frame with a greater range of equipment, including a spinner, swings and a slide, • Regrading of the football pitches and installation of drainage at Kem Mill Lane and Twin Lakes Playing Fields, • Opening of the new pavilion at the West Way Sports Campus. This is now being used by partner organisations. The new venue will facilitate a wide range of recreational activities, which will support our residents to live active and healthy lives, • Planning permission was granted for works at the King George V Playing Fields, with the tender processes commencing for contractors to deliver the improvement scheme. When completed, the improvements will include a new changing facility that will house a kiosk and foyer space for refreshments, • Approval of planning conditions was gained for natural improvements to the Carr Brook Linear Park. This will include a Flood Management Scheme to protect the surrounding environment and properties. A 'Love My River' programme is planned to be launched alongside this to promote volunteering and engagement with the natural environment. 	This project will continue into the 2021/22 programme of corporate strategy projects.
Progress improvements to Tatton Recreation Ground and surrounding area	GREEN	The project to deliver an extra care scheme and community facilities at Tatton has continued, with the installation of the steel framework, fitting of the external doors, and laying of concrete on all floors of the building. Alongside this, the installation of the roof and brickwork also commenced as well as works to the inside of the structure. This includes the installation of internal partitions and ceilings. There was a minor fire on the site caused by trespassers in the quarter. However, the damage was limited, with security reviewed and strengthened to prevent future break-ins.	This project will continue into the 2021/22 programme of corporate strategy projects.

Corporate Strategy Projects 2020/21	Status (Q2)	Position statement (Q2)	Completion date
A strong local economy			
Bring forward employment land at Alker Lane	GREEN	The project to bring forward employment land at Alker Lane has progressed well as the installation of the steel framework at three of the four commercial blocks was completed following the continuation of vibro piling in preparation for the foundations. Dialogue with parties regarding the acquisition of the land adjacent to the development site has also continued. This acquisition would bring forward the proposed construction of pedestrian and cycle connection between Buckshaw Village and Euxton Lane. The drainage works and the instillation of cladding on the building commenced, with the construction of access road continuing.	This project will continue into the 2021/22 programme of corporate strategy projects.
Deliver improvements to the Town Centre	GREEN	Progress has been achieved over quarter two with the project to deliver improvements to the town centre. Works to the covered market have continued, with the completion of the toilet refurbishment and removal of temporary toilets. The steelwork to support the new entrance was erected and new market signage was installed. In preparation for the creation of an indoor seating area in the covered market, shuttering and timber cladding was installed. Works to the Civic Square has also progressed, with the completion of the demolition of the former bingo hall, commencement of site grading, and progression of proposals for a temporary car park.	This project will continue into the 2021/22 programme of corporate strategy projects.
Bring forward site at Bengal Street	GREEN	The project to bring forward the site at Bengal Street has progressed well as explorations into the wider development opportunities surrounding the site continued along with discussions with the owner of the neighbouring site around its possible acquisition. In conjunction with this, a project scope has been prepared ahead of the appointment of an architect to consider a leisure option for the neighbouring site. The project plan and schedule has been updated to account for this to ensure effecting monitoring and tangible delivery for the project.	This project will be completed by March 2022.
An ambitious Council that does more to meet the needs of residents and the local area			
Implement year 1 of the Shared Digital Strategy	GREEN	The project to deliver Shared Services Phase 2 has continue to progress. The consultation on the proposed shared customer services management structure was completed. These proposals were approved through an Executive Member Decision and implemented. The second stage of the customer services review commenced, which will seek to implement a shared team structure for the two authorities. As part of this, information was collected on the current structures of each team and an activity directory exercise was carried out to identify the tasks that each role is responsible for and the percentage of time spent on each activity. The proposals for the review of the ICT service were presented to the Shared Services Joint Committee and the consultation on the proposals commenced. Alongside this, an exercise was started reviewing the job	This project will be completed by March 2022.

Corporate Strategy Projects 2020/21	Status (Q2)	Position statement (Q2)	Completion date
		descriptions for the proposed ICT shared service	
Extend the borough wide programme of improvements to Streetscene Services	GREEN	The project to extend the borough wide programme of improvements to Streetscene Services made good progress in its delivery during the quarter. The phased replacement of old devices continued, which will ensure that officers are equipped with the tools to support the ambitions of the service. User acceptance training on new software for playground inspects as well as vehicle and machinery checks was conducted, ensuring that the software is fit-for-purpose and can rolled out for wider use. The mechanical sweeping schedules are now fully operational using Alloy technology, providing an intelligence led street cleaning service. The installed wildflower successfully flowered, with lessons learned noted to inform the scheme in the future. Using this, 18 meadow and 10 wildflower sites have been identified for seeding in 2022.	This project will continue into the 2021/22 programme of corporate strategy projects.
Deliver a programme of community resilience building work,	GREEN	The project to deliver sustainable public services was completed. In quarter two, the partnership's governance structure was established and implemented. This now consists of an Executive Board made up of senior decision makers from our key partners that meet three times annually. As part of their first session, the Executive Board approved the Partnership Strategy to provide direction, ambition, and focus for the partnership. The key priorities identified in the strategy include data and intelligence, economic reform and working towards a locality model that organises support and services in a way that makes sense for residents and achieves longer term sustainability. Plans are in place for the first Annual Partnership Summit, which will be hosted in November 2021 and focus on Economic Reform.	This project will be completed by March 2022.
Delivering early stage Chorley Council decarbonisation efforts and community engagement	GREEN	Work to deliver initial decarbonisation efforts and community engagement has made progress as the development of the climate change communications plan was continued in the quarter, with a new climate change webpage developed to promote our green activities. The event plan for October and November was approved, which aims to raise our profile and promote information on green issues through five separate events. Numbers for the tree give away were established, that will see over 1,000 trees and hedgerow given away to local residents over quarter three. The carbon calculations of all direct council assets are now complete and opportunities have been identified for Chorley Town Hall. We have also completed an innovative six-week trial using hydro treated vegetable oil as fuel for council vehicles providing an alternative to fossil fuels. This trial concluded a positive environmental impact if the fuel was rolled out council wide. The findings from the trial will be reviewed in quarter three and reported to members in order to determine whether to use the fuel on a permanent basis going forward.	This project will continue into the 2021/22 programme of corporate strategy projects.

Appendix B – Corporate Strategy Measures 2021/22

Indicator	Frequency	Target for 2021/22
Involving residents in improving their local area and equality of access for all		
The number of SOA's in the worst 10%	IoMD release	3
% population with NVQ level 3 or above	Annual	57%
Number of people attending online digital skills sessions	Quarterly	300
% people satisfied with their neighbourhood as a place to live	Residents Survey	85%
% of people who regularly participate in volunteering	Residents Survey	25%
% of people who feel they cannot influence decision making in their local area	Residents Survey	25%
NEW Number of people who participate in a volunteering opportunity	Quarterly	Baseline
NEW % is the number of claimants as a proportion of resident population of area aged 16-64	Quarterly	Better than the NW Average
A strong local economy		
The % of 16-17-year olds who are not in education, employment or training (NEET)	Quarterly	3%
Number of projected jobs created through Chorley Council support or intervention	Quarterly	200
Overall employment rate	Quarterly	80%
Growth in business rate base	Annual	0.5%
% increase in visitor numbers	Annual (Q2)	2%
Median workplace earnings in the borough	Annual	Better than the NW Average
NEW Median earnings by place of residence	Annual	Better than the NW Average
Clean safe and healthy homes and communities		
Number of long-term empty properties in the borough	Quarterly	150
Number of improvements to parks, open spaces and playing pitches linked to strategy delivery	Annual	15
The number of visits to Council's leisure centres	Quarterly	Baseline
Number of affordable homes delivered	Bi-annually	100
% of population satisfied with parks and open spaces	Residents Survey	80%

Indicator	Frequency	Target for 2021/22
% of the population feeling safe during the day	Residents Survey	90%
% of the population feeling safe at night	Residents Survey	70%
Satisfaction with street cleanliness	Residents Survey	70%
% of household waste sent for reuse, recycling or composting	Quarterly	Better than 2020/21
Volunteer community groups supported to improve by the Council	Quarterly	100
An ambitious Council that does more to meet the needs of residents and the local area		
% Households living in fuel poverty	Annual (Q1)	Better than the NW average
% of customers dissatisfied with the service they have received from the Council	Monthly	Less than 20%
% of service requests received online	Quarterly	40%
% residents satisfied with the way the Council runs things	Residents Survey	70%
% residents who feel that Chorley Council provide value for money	Residents Survey	60%
NEW Number of people referred to social prescribing, including Population Health Management	Quarterly	700

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Corporate Strategy 2021



An ambitious council that does more to meet the needs of residents and the local area

We will:

- Deliver an even better customer experience and increase access to services for everyone
- Deliver street level improvements to ensure cleaner, greener streets and neighbourhoods across the borough
- Join up public services by working with our partners through the Chorley and South Ribble Partnership
- Deliver the Future Workplace Strategy

A strong local economy

We will:

- Provide support for enterprise across the borough post Covid
- Refresh the economic development strategy
- Complete the town centre projects including market renovations
- Deliver Strawberry Meadows employment site

Involving residents in improving their local area and equality of access for all

We will:

- Launch Astley Hall attraction and visitor experience
- Lead activity to address climate change including tree planting
- Deliver actions to increase digital skills and across the borough

Clean, safe and healthy homes and communities

We will:

- Open the Tatton Gardens Extra Care development and community facilities
- Work with partners and residents to improve local play and community facilities across the borough
- Deliver affordable housing within the borough

Our vision:

A proactive community leader, supporting the borough and all its residents, whether in rural or urban areas, to reach their full potential through working in partnership to deliver services that achieve the best outcomes for local people and protect vulnerable people.



Chorley will have:

- A council that consults and engages with residents
- An ambitious council that continually strives to improve
- Cohesive communities in and around our rural and urban areas

How we will measure progress:

- % Households living in fuel poverty better than the North West average
- 40% of service requests received online
- Less than 20% of customers dissatisfied with the service they have received from the council
- 70% residents satisfied with the way the council runs things
- 60% residents who feel that Chorley Council provide value for money
- 700 people referred to social prescribing, including Population Health Management



Chorley will have:

- Residents who take pride in where they live and their achievements
- Residents who are all able to take an active part in their local and wider community
- Easy access to high quality public services, both face to face and online

How we will measure progress:

- Less than 3 SOA's in the worst 10%
- 57% population with NVQ level 3 or above
- 300 people attending online digital skills sessions
- 85% people satisfied with their neighbourhood as a place to live
- 25% of people who regularly participate in volunteering
- 25% of people who feel they cannot influence decision making in their local area
- People who participate in a volunteering opportunity (as a result of an intervention by the Employment Service)
- The number of claimants as a proportion of resident population of area aged 16-64



Chorley will have:

- A vibrant town centre and villages
- A strong and expanding business sector across the whole of the borough
- Access to high quality employment and education opportunities across the borough

How we will measure progress:

- Overall employment rate greater than 80%
- 200 projected jobs created through Chorley Council support or intervention
- 3% of 16 - 17 year olds who are not in education, employment or training (NEET)
- 0.5% growth in business rate base
- Median workplace earnings in the borough better than North West average
- Earnings by place of residence better than the North West average
- 2% increase in visitor numbers



Chorley will have:

- Clean and safe streets
- Reduced health inequalities
- A wide range of quality recreational activities
- High quality, affordable and suitable housing
- High quality play areas, parks and open spaces in both urban and rural locations

How we will measure progress:

- Visits to Council's leisure centres - baseline
- 100 volunteer community groups supported to improve by the Council
- 100 affordable homes delivered
- Less than 150 long term empty properties in the borough
- 15 parks, open spaces and playing pitches improved linked to strategy delivery
- % of household waste sent for reuse, recycling or composting better than previous year
- 70% satisfaction with street cleanliness
- 90% of the population feeling safe during the day
- 70% of the population feeling safe at night



Integrated Impact Assessment

Name of the service, policy, strategy or project being assessed	Chorley Council Corporate Strategy 2021/22 – 2023/24		
What does the service, policy, strategy or project do?	The Corporate Strategy provides a clear statement of the Council’s aims over the next three year period. The strategy sets out the Council’s vision, priorities, and outcomes and outlines the projects we will deliver to achieve these outcomes and how we measure achievements		
Who is it intended to benefit and how?	The strategy affects all individuals living and working in the borough and also those visiting the local area.		
Officer responsible for completing the assessment	Jon-James Martin		
Date of Assessment	03/11/2021	Date of Review	03/11/2022

Equality Impact Assessment	Yes	No	Evidence	Further action required
1. Have consultations with relevant groups, organisations or individuals indicated that this particular activity will create problems which are specific to them?		X	Resident engagement, consultation with Members, and the results of the residents' survey undertaken in September 2017 have informed the themes and priorities within the Corporate Strategy. The themes and priorities have been reviewed and updated to ensure that they continue to be relevant for delivery this year.	Conduct a residents' survey to provide intelligence to inform the implementation of strategic priorities.

What potential impact does this activity make to:

	P	N	U	NI	Evidence	Further action required
1. Equality of opportunity amongst customers of different ages (Age)	X				There are projects and measures within the strategy that are specifically targeted at those of a certain age, namely young people and older people. These have been identified as the two specific groups with a level of need within Chorley. This includes the delivery of the extra care scheme and community facilities at Tatton, which will support older people to live independently for longer. Specific performance measures relating to age include the % of 16-17 year olds who are not in education, employment, or training.	No further action required.
2. Equality of opportunity amongst with or without a physical or mental disability (Disability)				X	The Corporate Strategy will have no specific impact on those with a disability in terms of projects or performance measures. However, a key priority of the strategy is to involve residents in improving their local area and equality of access for all and will therefore have a positive general impact to this community.	No further action required.
3. Equality of opportunity amongst customers of different gender backgrounds (Gender Reassignment)				X	The Corporate Strategy will have no specific impact on those with different gender backgrounds in terms of projects or performance measures. However, a key priority of the strategy is to involve residents in improving their local area and equality of access for all and will therefore have a positive general impact to this	No further action required.

					community.	
4. Equality of opportunity amongst customers who are pregnant or parents (Pregnancy and Maternity)				X	The Corporate Strategy will have no specific impact on parents or pregnant people in terms of projects or performance measures. However, a key priority of the strategy is to involve residents in improving their local area and equality of access for all and will therefore have a positive general impact to this community.	No further action required.
5. Equality of opportunity amongst customer groups of different racial backgrounds (Race)				X	The Corporate Strategy will have no specific impact on those with different ethnic backgrounds in terms of projects or performance measures. However, a key priority of the strategy is to involve residents in improving their local area and equality of access for all and will therefore have a positive general impact to this community.	No further action required.
6. Equality of opportunity amongst customers of different religions (Religion or Belief)				X	The Corporate Strategy will have no specific impact on those with different religious beliefs in terms of projects or performance measures. However, a key priority of the strategy is to involve residents in improving their local area and equality of access for all and will therefore have a positive general impact to this community.	No further action required.
7. Equality of opportunity amongst customers that live in different parts of Chorley (Rurality)	X				<p>There are a number of projects within the strategy that will have a particular benefit to residents who live in different parts of Chorley. This includes working with our partners to improve local play and community facilities as well as delivering actions to increase digital skills across the borough.</p> <p>There are also key performance measures relating to equality of opportunity and digital access across the borough</p>	No further action required.

8. Equality of opportunity regardless of Sex				X	The Corporate Strategy will have no specific impact on those with different sexes in terms of projects or performance measures. However, a key priority of the strategy is to involve residents in improving their local area and equality of access for all and will therefore have a positive general impact to this community.	No further action required.
9. Equality of opportunity amongst customers of different sexual orientations (Sexual Orientation)				X	The Corporate Strategy will have no specific impact on those with different sexual orientations in terms of projects or performance measures. However, a key priority of the strategy is to involve residents in improving their local area and equality of access for all and will therefore have a positive general impact to this community.	No further action required.
10. Equality of opportunity amongst customers who are married or in a civil partnership (Marriage and Civil partnerships)*				X	The Corporate Strategy will have no specific impact on those with different marital statuses in terms of projects or performance measures. However, a key priority of the strategy is to involve residents in improving their local area and equality of access for all and will therefore have a positive general impact to this community.	No further action required.
Health Impact Assessment	P	N	U	NI	Evidence	Further action required

What potential impact does this activity make upon:

1. Promoting healthy lifestyles for Chorley residents. For the latest Health Observatory information please see the data on this link http://www.apho.org.uk/resource/item.aspx?RID=126958	X				A key priority within the 2020 strategy is to ensure that we continue to have clean, safe and healthy homes and communities. This includes having clean and safe streets, reducing health inequalities across the borough and having high quality, affordable and suitable housing. Examples of specific projects which will contribute towards this priority include: <ul style="list-style-type: none">Working with partners and residents to improve local play and community facilities across the borough,	No further action required.
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				<ul style="list-style-type: none"> • Delivering street improvements to ensure cleaner, greener streets and neighbourhoods across the borough, • Lead activity to address climate change including tree planting. <p>Examples of specific measures within this years' Strategy relevant to promoting healthy lifestyles include:</p> <ul style="list-style-type: none"> • Satisfaction with street cleanliness, • % of people feeling safe during the day, • % of people feeling safe at night, • Number of parks, open spaces and playing pitches improved linked to strategy delivery, • Number of visits to Council leisure centres. 	
<p>2. Enabling residents to Start Well (pre-birth – 19) Possible issues to consider are;</p> <ul style="list-style-type: none"> • Promoting healthy pregnancy • Reducing infant mortality • Reducing childhood obesity • Supporting children with long term conditions • Supporting vulnerable families and children 	X			<p>The priorities within the strategy contribute to the overall health and wellbeing of people to start well, live well, and age well. This includes the priority to ensure that the borough has clean, safe and healthy homes and communities.</p> <p>Projects contained within this year's strategy, which will continue to have outcomes contributing to starting well, include:</p> <ul style="list-style-type: none"> • Working with partners and residents to improve local play and community facilities across the borough, • Delivering street improvements to ensure cleaner, greener streets and neighbourhoods across the borough. <p>Specific measures contained within the strategy, which also contribute to starting well, include:</p> <ul style="list-style-type: none"> • % households living in fuel poverty, • % 16-17 year olds who are not in education, employment or training (NEET), • Number of parks, open spaces and playing pitches improved linked to strategy delivery, 	No further action required.

					<ul style="list-style-type: none"> The number of Super output Areas in the worst 10%. 	
<p>3. Enabling residents to Live well (16 -75 years) Possible issues to consider are;</p> <ul style="list-style-type: none"> Promoting healthy settings, healthy workforce and economic development Promoting mental wellbeing and healthy lifestyles Reducing avoidable deaths Improving outcomes for people with learning disabilities 	X				<p>The priorities within the strategy contribute to the overall health and wellbeing of people to start well, live well, and age well. This includes the priority to ensure that the borough has clean, safe and healthy homes and communities.</p> <p>Some of the corporate projects for 2022/23, which will contribute to living well, include:</p> <ul style="list-style-type: none"> Housing delivery initiative, Delivery Strawberry Meadows employment site, Deliver activity to address climate change including tree planting, Working with partners and residents to improve local play and community facilities across the borough, Delivering street improvements to ensure cleaner, greener streets and neighbourhoods across the borough. <p>The corporate indicators that will enable residents to live well include:</p> <ul style="list-style-type: none"> Overall employment rate, The number of SOA in the worst 10%, % of people satisfied with their neighbourhood as a place to live, ^% of people satisfied with parks and open spaces, % if population feeling safe during the day / night, Number of people who participate in volunteering opportunities, Earnings by place of residence. 	No further action required.
4. Enabling residents to Age Well (over 65	X				The priorities within the strategy contribute to the overall	No further action required.

<p>years). Possible issues to consider are;</p> <ul style="list-style-type: none"> • Promoting independence • Reducing social isolation • Managing long term conditions and dementia • Reducing emergency admissions and direct admissions to residential care settings • Supporting carers and families 					<p>health and wellbeing of people to start well, live well, and age well. This includes the priority to ensure that the borough has clean, safe and healthy homes and communities.</p> <p>Examples of projects that will contribute to residents aging well include:</p> <ul style="list-style-type: none"> • Open the Tatton Garden Extra Care development and community facility, • Deliver actions to increase digital skills across the borough. <p>Examples of specific measures within this years' Strategy relevant to enabling residents to age well include:</p> <ul style="list-style-type: none"> • Number of people attending online digital skills sessions. 	
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Reputational Impact Assessment	P	N	U	NI	Evidence	Further action required
What potential impact does this activity make upon:						
<p>1. Chorley Council's reputation. Possible issues to consider are;</p> <ul style="list-style-type: none"> • Proving to local residents that we provide value for money • Informing and engaging with local residents • Building trust and confidence in Chorley Council • Improving customer satisfaction with council services • Chorley Council's role as a community leader 	X				<p>The Corporate Strategy is a public facing document and outlines the Council's vision, priorities, and projects over the next year, whilst presenting the indicators we will use to measure success. It is our key organisational document that demonstrates our commitment as a community leader and aims to foster engagement with and promote information on the Council's activities. This will have positive ramifications on the Council's reputation.</p> <p>There are a number of performance measures included in the strategy that will help us to gauge satisfaction and confidence in the Council including:</p>	No further action required.

Reputational Impact Assessment	P	N	U	NI	Evidence	Further action required
					<ul style="list-style-type: none"> • % of customers dissatisfied with the service received from the Council, • % residents satisfied with the way the Council runs things, • % residents who feel that the Council provide value for money, • % people who feel they cannot influence decision making in their local area. 	
<p>2. Our ability to deliver the Corporate Strategy. Issues to consider are;</p> <ul style="list-style-type: none"> ▪ A council that consults and engages with residents ▪ An ambitious council that continually strives to improve 	X				The Corporate Strategy outlines the key projects that will provide the means of delivering the corporate priorities whilst the corporate performance indicators will support the monitoring of corporate performance and secure delivery by identifying issues and ensuring progress.	Monitor the delivery of the Corporate Strategy. The Corporate Strategy, and the projects and performance measures with it, will be monitored regularly to ensure the delivery of the corporate priorities.

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Agenda Item 5

Sustainability Impact Assessment	P	N	U	NI	Evidence	Further action required
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Sustainability Impact Assessment	P	N	U	NI	Evidence	Further action required
What potential impact does this activity make upon:						
<p>1. The effective protection of Chorley's environment. Possible issues to consider are;</p> <ul style="list-style-type: none"> • Limiting waste generation & encouraging recycling • Limiting factors that contribute to climate change • Protection of and improving access to the natural environment 	X				<p>A key project within the strategy is the project to lead activity to address climate change including tree planting, which will proactively seek to protect the environment. The strategy also establishes the commitment to making a greener Chorley.</p> <p>There is also a performance indicator contained within the strategy that is directly related to the effective protection of the environment. This includes:</p> <ul style="list-style-type: none"> • % of household waste sent for reuse, recycling, or composition. 	No further action required.
<p>2. Prudent usage of natural resources. Possible issues to consider are;</p> <ul style="list-style-type: none"> • Limiting use of non-sustainable energy, water, minerals and materials • Reducing the need to travel and encouraging walking, cycling and low carbon modes of travel 	X				<p>Whilst none of the priorities specifically relate to the prudent use of natural resources. It has been deemed that this year's strategy will have a positive impact in this area. There is a project within the corporate strategy to deliver a project to support our commitment to the green agenda by leading activity to address climate change, which will include actions such as delivering Electronic Vehicle Charging Points and promoting environmentally friendly activity to residents.</p> <p>Specific performance measures relating to the use of natural resources include:</p> <ul style="list-style-type: none"> • % of household waste sent for reuse, recycling or composting. 	No further action required.

Sustainability Impact Assessment	P	N	U	NI	Evidence	Further action required
<p>3. Social progress amongst all of Chorley's communities. Possible issues to consider are;</p> <ul style="list-style-type: none"> • Opportunities for education and information • Provision of appropriate and sustainable housing • Reduced fear of crime and community safety • Access to cultural and leisure facilities • Encouraging engagement and supporting volunteering 	X				<p>Both the priorities and the projects set out in the corporate strategy contribute towards the social progress amongst Chorley's communities, specifically the following projects will contribute to access to cultural and leisure facilities, potential future opportunities for housing and encouraging engagement.</p> <p>Examples of projects include:</p> <ul style="list-style-type: none"> • Launch Astley Hall and attraction and visitor experience, • Deliver action to increase digital skills and access across the borough, • Open the Tatton Gardens Extra Care development and community facility, • Deliver affordable housing within the borough, • Deliver an even better customer experience and increase access to services for everyone. 	No further action required.
<p>4. A vibrant local economy in Chorley. Possible issues to consider are;</p> <ul style="list-style-type: none"> • Supporting better quality jobs and developing the skills of local residents • Supporting local business by procuring goods and services locally • Strengthening links with public, private and third sector partners 	X				<p>One of the priorities identified within the strategy includes a strong local economy with a particular focus on delivering large scale, high impact projects which will have an economic impact on the borough.</p> <p>Specific projects relating to this priority include:</p> <ul style="list-style-type: none"> • Provide support for enterprises across the borough post covid, • Refresh the economic development strategy, • Deliver Strawberry Meadows employment site. <p>Examples of measures relating to this priority include:</p> <ul style="list-style-type: none"> • Overall employment rate, • Growth in business rate base, • % increase in visitor numbers, • Number of projected jobs created through 	No further action required.

Sustainability Impact Assessment	P	N	U	NI	Evidence	Further action required
					Chorley Council support or intervention, <ul style="list-style-type: none"> • Medium workplace earnings, • Earnings by place of residence. 	

* this equality strand is covered by the Public Sector Equality Duty in respect of which the s.149 requires only that due regard be paid to the need to eliminate discrimination, harassment or victimisation or other conduct which is prohibited by the Act.

Integrated Impact Assessment Action Plan

If any further actions were identified through the Integrated Impact Assessment then these should be listed in the table below. These should be added to the relevant business/service plan to ensure that any actions are carried out.

Actions needed following Integrated Impact Assessment	Start Date	End Date	Lead Officer
Conduct the residents' survey	October 2021	November 2021	Michael Johnson
Refresh the Equality Scheme	November 2021	March 2022	Jon-James Martin
Produce performance reports relating to the Corporate Strategy	April 2022	March 2023	Jon-James Martin

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Report of	Meeting	Date
Introduced by Executive Member for Resources	Council	Tuesday, 16 November 2021

Is this report confidential?	No
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Is this decision key?	No
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Capital Strategy Update 2021

Purpose of the Report

1. The Capital Strategy was approved by Full Council alongside the budget on 23 February 2021 and is to be monitored by Full Council during the financial year.

Recommendations to Council

2. Note the contents of the report including the revised performance indicators for approval by Full Council
3. Note that the Council's current position regarding its portfolio of investment assets.

Reasons for recommendations

4. The requirements of the Prudential Code 2017 mean the Council must produce a Capital Strategy report and monitor it during the financial year.

Other options considered and rejected

5. The requirements of the Prudential Code are not statutory and so the update could be taken to other committees including Governance Committee. However, any divergence from the code may result in a negative opinion from the Council's external auditors.

Corporate priorities

6. The report relates to the following corporate priorities: (please bold all those applicable):

Involving residents in improving their local area and equality of access for all		A strong local economy	✓
Clean, safe and healthy communities		An ambitious council that does more to meet the needs of residents and	✓

		the local area	
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Update of the Council's Capital Strategy 2021

7. The Capital Strategy sets out the long-term context in which capital expenditure and investment decisions are made and gives due consideration to both risk and reward an impact on the achievement of corporate strategy priorities. The Prudential Code 2017 requires Full Council to approve and monitor the strategy.
8. The capital strategy sets out a framework for the self-management of capital finance and examines the following areas:
 - Capital expenditure
 - Treasury Management
 - Commercial Activity
 - The future ambition of the council's capital programme
9. The Capital Strategy is approved annually by Full Council alongside the budget setting papers and the budget papers proposed that an update is taken to Full Council once during the year.

Changes to the Strategy

10. The performance indicators included in the strategy are updated and included below with commentary.
11. The only other proposed updates to the strategy for the 2022/23 budget will be regarding the governance of new capital proposals, two changes will be identified:
 - Due to the restrictions now imposed regarding borrowing from PWLB, a new pro forma must be completed when a project requests funding through borrowing. This will be signed off by the S151 Officer and will ensure the Council meets the requirements of the Government that Council's do not borrow solely for yield.
 - A more thorough evaluation of business cases is being developed to ensure the Council fully evaluates the rewards and risks of new investments. This was a requirement of our external auditors. It will also ensure the correct procurement route is being followed, legal implications are correctly considered and project milestones are identified.
12. The original prudential indicators approved by Full Council on 23 February 2021 are as follows:

Indicator February 2021	2021/22	2022/23	2023/24
Estimated Capital Expenditure	£38.116m	£3.175m	£1.175m
Capital Financing/Net Revenue Stream	16.66%	21.24%	22.37%
Forecast Capital Financing Requirement	£109.344m	£109.895m	£108.356m

Investment Income in Excess of Borrowing	(£1.034m)	(£1.112m)	(£1.425m)
% Net Income to Gross Directorate Budgets	8.06%	10.01%	11.09%

Affordability, Prudence and Sustainability

13. The estimated capital expenditure is outlined in the capital monitoring update presented to Executive Cabinet on 11 November 2021.

Table 1: Capital Programme 2021/22 to 2023/24

	2021/22 £m	2022/23 £m	2023/24 £m	Total £m
A strong local economy	15.734	6.296	0.300	22.330
An ambitious council that does more to meet the needs of residents and the local area	2.904	0.350	0.000	3.254
Clean, safe and healthy homes and communities	21.364	0.875	0.875	23.113
Involving residents in improving their local area and equality of access for all	2.601	0.000	0.000	2.601
Total Capital Expenditure	42.603	7.521	1.175	51.299
Developer Contributions (s106 & CIL)	6.099	0.946	0.000	7.045
Grants	10.456	0.775	0.775	12.006
Capital Receipts	9.219	0.000	0.000	9.219
Revenue and Reserves	1.252	0.100	0.000	1.352
New Homes Bonus	0.235	0.000	0.000	0.235
Prudential Borrowing	15.343	5.700	0.400	21.443
Total Financing	42.603	7.521	1.175	51.299

14. The Council's capital programme is funded through a number of sources including forecast grants from Homes England, developer contributions and borrowing.

15. Borrowing will be managed to ensure the future impact on revenue is minimised and where possible other sources of funding are utilised. It should be noted that some of the borrowing included in the capital programme is expected to fund investment that will meet numerous Corporate Priorities whilst also generating income that will likely meet the cost of the borrowing. Examples include:

- Tatton Scheme £5.721m
- Purchase of Affordable Housing £0.878m
- Leisure Centre Improvements £1.000m
- Whittle Surgery £1.976m

16. Another measure of affordability is to compare the council's capital financing costs (interest and MRP) to the net revenue stream (council tax, business rates, revenue

support grant and new homes bonus income). An increasing percentage would mean a greater proportion of the council's funding being used to meet its debt.

Table 2: Capital Financing / Net Revenue Stream

	2021/22 £m	2022/23 £m	2023/24 £m
MRP and Interest	2.775	3.201	3.273
Council Tax	(7.336)	(7.336)	(7.338)
Business Rates including grants for reliefs	(5.007)	(5.007)	(5.007)
Lower Tier Services Grant Allocation	(0.519)	0.000	0.000
New Homes Bonus	(1.490)	(0.550)	0.000
Funding	(14.352)	(12.893)	(12.345)
Net Income* - Market Walk	(1.443)	(1.744)	(1.832)
Other Property including land and garages	(0.408)	(0.408)	(0.408)
Net Income* – Primrose Retirement	(0.289)	(0.292)	(0.295)
Net Income* – Strawberry Fields Digital Office	(0.044)	(0.168)	(0.318)
Net Income* – Logistics House	(1.647)	(1.647)	(1.647)
Net Income* – Housing	(0.055)	(0.107)	(0.108)
Net Income* – Other New Investments	0.000	(0.327)	(0.808)
Net Income from Asset Investments	(3.886)	(4.692)	(5.416)
Adjusted Net Revenue Stream	(18.238)	(17.585)	(17.761)
Capital Financing/Net Revenue Stream	15.22%	18.20%	18.43%

*Excludes borrowing costs that are included in the first line of the table

17. This performance indicator is based both on forecast borrowing levels, that is dependent upon the profile of the capital programme, and also on the forecast level of funding.

18. The table has reprofiled the MRP and interest payable budget based upon up to date information. This performance indicator has not changed significantly, with a 3% reduction, since February 2021 however it is predicated on the Lancashire Business Rates Pool continuing in 2023/24. The application for the pool is being made for 2022/23 however it is not guaranteed this will be offered in 2023/24 resulting in a possible fall in business rates income.

19. Despite the impact of Covid-19, the performance of the Council's investments is broadly in line with the budget set in February 2021. The only exception is the income generated at the Market Walk (including the extension) site. The net income (excluding borrowing) was previously budgeted at approximately £1.774m however the quarter two 2021/22 revenue monitoring report presented to Executive Cabinet on 11 November 2021 states the forecast outturn is £1.443m. This is due to both temporary delays in finalising the full occupancy at the new site as well as reductions in rents at some existing units, including back dated charges. It is forecast that the extension will become fully occupied by 2022/23 and that the existing Market Walk shopping centre will also begin to recover however not to the same level of income experienced in previous years. The site is forecast to continue to deliver net income (after borrowing) to the Council of approximately £900k per annum (see Table 5).
20. The Council holds reserves of over £800k to manage temporary falls in income experienced from its commercial sites. It is proposed to utilise a net figure of £125k from these reserves during 2021/22.
21. Net income from housing includes properties purchased for Syrian Refugees as well as additional affordable houses purchased during 2020/21 and 2021/22.
22. The Council continues to invest in assets that primarily meet the approved Corporate Priorities whilst also generating income. Future investments include the Whittle Surgery, Strawberry Meadows and the development at Tatton.
23. The Code also states that "In order to ensure that over the medium term net debt will only be for a capital purpose, the local authority should ensure that net debt does not, except in the short term, exceed the total of the capital financing requirement in the preceding year plus the estimates of any additional capital financing requirement for the current and next two financial years." This is a key indicator of prudence.

Table 3: Capital Financing Requirement 2021/22 to 2023/24

	2021/22 £m	2022/23 £m	2023/24 £m
Opening Capital Financing Requirement	89.271	103.229	107.127
Increase in prudential borrowing	15.343	5.700	0.400
Provision made for debt repayments	(1.385)	(1.802)	(1.891)
Closing Capital Financing Requirement	103.229	107.127	105.636

24. As such there is a requirement to ensure that net debt (the sum of borrowing and other long-term liabilities, net of investments) in 2021/22 does not, except in the short term, exceed **£103.229m**.
25. The gap between total borrowing and income was also included as a performance indicator in the Capital Strategy. As other councils do not publish this data it will not be

possible to benchmark this performance indicator however Chorley Council can monitor this over time to provide assurance regarding the overall affordability of its investments.

26. Table 4 highlights that net income will continue to exceed borrowing costs throughout this 3 year period. The gap between net income and borrowing is scheduled to increase to £2.143m by 2023/24. This is an improvement on the February 2021 figures due to both reduced expected borrowing over 2021/22 to 2023/24, and new income streams coming on line sooner than previously prudently budgeted for. The reduction in borrowing is due to the reprofiling of the capital programme over the three year period.

Table 4: Borrowing in Excess of Investment Income

	2021/22 £m	2022/23 £m	2023/24 £m
MRP and Interest	2.775	3.201	3.273
Net Income from Asset Investments	(3.886)	(4.692)	(5.416)
Net Income in excess of Borrowing Costs	(1.111)	(1.491)	(2.143)

27. The final section outlines the investment in assets that has been made or will be made in the coming years that are forecast to generate net revenue to the council in the medium to long term. These investments however are made for purposes other than purely generating a yield including economic regeneration, job creation, improvements to housing standards and improving residents' enjoyment of the town centre.

28. The Council has many assets that generate net income, these are summarised below.

Table 5: Summary of Net Income from Existing Assets

Directorate	2021/22 £m	2022/23 £m	2023/24 £m
Market Walk	(0.529)	(0.830)	(0.918)
Other Property including land and garages	(0.408)	(0.408)	(0.408)
Strawberry Fields	0.124	0.000	(0.150)
Primrose Gardens	(0.121)	(0.122)	(0.123)
Logistics House	(0.436)	(0.436)	(0.436)
Housing	(0.005)	(0.015)	(0.015)
Net Income - Other New Developments	0.000	(0.133)	(0.335)
Total Net Income	(1.375)	(1.945)	(2.386)
Gross Directorate Budgets Chorley Council	18.975	19.512	20.112
% Net Income to Gross Directorate Budgets	7.25%	9.97%	11.86%

29. The council's gross directorate budgets are funded by up to 11% through the income generated by these assets. This percentage will increase as the council is investing in new income generating assets to broaden its investment portfolio and mitigate the impact that austerity is having on the services received by its residents. The performance indicator has not changed significantly since February 2021.

30. Income from other new developments include projected net income from the development of the Whittle Surgery and the investments at Strawberry Meadows and Tatton.

Updated Performance Indicators 2021

31. The updated performance indicators are stated below:

Updated Indicators November 2021	2021/22	2022/23	2023/24
Estimated Capital Expenditure	£42.603m	£7.521m	£1.175m
Capital Financing / Net Revenue Stream	15.22%	18.20%	18.43%
Estimated Capital Financing Requirement	£103.229m	£107.127m	£105.636m
Net Income in excess of Borrowing Costs	(£1.111m)	(£1.491m)	(£2.143m)
% Net Income to Gross Directorate Budgets	7.25%	9.97%	11.86%

Climate change and air quality

32. The work noted in this report does not impact the climate change and sustainability targets of the Councils Green Agenda and all environmental considerations are in place.

Equality and diversity

33. No comments

Risk

34. As outlined in the report, the requirements of the Prudential Code 2017 are not statutory however to not update Council regarding the Council's investments would risk an adverse opinion from the Council's external auditors.

Comments of the Statutory Finance Officer

35. The budget approved at Full Council on 23 February 2021 submitted the Capital Strategy and outlined that an update would be taken to the Council during 2021/22 financial year.

Comments of the Monitoring Officer

36. A report updating the Council's Capital Strategy is a requirement of the Prudential Code 2017.

Report Author:	Email:	Telephone:	Date:
James Thomson (Deputy Director of Finance)	james.thomson@chorley.gov.uk	01257 515025	27/10/21

Report of	Meeting	Date
Returning Officer (Introduced by Executive Member (Resources))	Council	Tuesday, 16 November 2021

Polling Station Review

Is this report confidential?	No
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Is this decision key?	Not applicable
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Purpose of the Report

1. To consider the proposed recommendations relating to changes in polling stations, which if approved, will be implemented at the next scheduled election on 5 May 2022.

Recommendations to Council

The Returning Officer would like members to approve the following recommendations –

2. Transfer the polling station register for AA07 (Anglezarke) from St Barnabas Church Hall to Rivington Parish Church Hall, Horrobin Lane, Rivington.
3. Permit voters at the three properties at the end of Lodge Bank to use Brinscall Hillside Methodist Church Hall as their polling station for future elections.
4. Relocate the existing polling station at St Laurence's Primary School to Chorley Unitarian Chapel Hall, Park Street, Chorley (Chorley North West ward).
5. Relocate the existing polling station at St Chad's Primary School to St Chad's Parish Hall, Town Lane (Chorley North East ward)
6. Transfer voters from St Mary's Parish Centre to St George's Church Hall (Chorley North West ward).

Reasons for recommendations

7. To comply with legislation, improve efficiency and voter experience.

Other options considered and rejected

8. To keep the polling stations as they were for the election held in May 2021. The polling stations used at the previous election were allocated and based on changes to borough wards and polling districts following an electoral review. However, as you will read later in this report, due to a recent survey of elected members and issues highlighted by other means the Returning Officer felt that to comply with legislation, improve efficiency and voter experience that changes were necessary.

Corporate priorities

9. The report relates to the following corporate priorities: (please bold all those applicable):

Involving residents in improving their local area and equality of access for all		A strong local economy	
Clean, safe and healthy communities		An ambitious council that does more to meet the needs of residents and the local area	X

Background to the report

10. Each year it is customary for the Returning Officer to review the success of the polling stations used at that year’s election. This year was particularly important to do so following the first election on new ward boundaries and changes to polling districts which were made as a direct result of the 2019 Electoral Review of Chorley Council.

11. To gain a greater understanding on the suitability of polling stations used, members of the council were invited to complete a short survey between 8 October and 29 October 2021. The survey consisted of questions about the suitability of premises for the use as a polling station, safety measures implemented to prevent the spread of the coronavirus and the ability of polling station staff used. In total nine members responded to the survey.

12. In addition to the survey, the Returning Officer has also received feedback by other means which needed to be addressed. The results of the survey and the additional feedback have been considered jointly in this report and are detailed below.

Polling Stations

13. In total there of 52 venues hosting polling stations across the borough. Listed below are the polling stations which were highlighted as action that needed to be taken.

Polling Station Premise	Comments	Returning Officer recommendations
Lancaster Way Community Centre (Buckshaw & Whittle ward)	This venue was highlighted via the member survey as being suitable premises for a polling station but required more signage at the entrance.	This venue was tried for the first time this year and the fact is has been highlighted as being suitable is very positive. Additional signage to be provided to ensure that the entrance is more obvious for future elections.
	The member survey highlighted this premises as potentially having a second entrance providing access to those living on Crosse Hall Lane as it would be a benefit for some voters and	The polling station is situated in the school’s nursery the entrance to which is on Devonport Way. To have a second entrance from Crosse Hall Lane would require access right through the school

<p>St James' CE Primary School Chorley East ward)</p>	<p>potentially increase the voter turnout.</p>	<p>grounds. This would be potentially an extremely difficult safeguarding issue forcing the school to close on polling days. This polling station venue is well established and has not previously been highlighted as a cause for concern.</p> <p>However, additional signage, including directional arrows will be placed (if permitted by the school) on the railings of Crosse Hall Lane, to remind residents to vote.</p>
<p>St Barnabas Church Hall (Chorley North East ward)</p>	<p>The electoral review altered the ward boundaries in which the polling district AA07 (the area of Anglezarke) is situated. As a result, the polling station which electors in this area historically attended to vote, St Barnabas Church, is no longer in the same borough ward.</p> <p>The legislation does allow location of a polling place outside a polling district* but only under special circumstances, for which there are none considered in this case.</p>	<p>To transfer electors listed on polling district register AA07 from St Barnabas Church to Rivington Parish Church Hall which is now situated in the same borough ward and already has an established polling station.</p> <p>Voters will have to travel a little further to vote at the proposed polling station, but it is noted that voters would probably require transport to either polling station, it is therefore considered that the extra distance to travel is negligible.</p>
	<p>The member survey highlighted that residents of Blackburn Road, Heapey, which is directly across the road from the polling station at St Chad's RC Primary School were not best pleased to have to go to St Barnabas's, across the A674 and uphill.</p>	<p>This particular group of properties related to the old polling district register 19C which due to the electoral review and consequential boundary changes has now been merged with what was the larger polling district of 19B bringing the parish of Heapey together in the new polling district CHNE02. Most of the voters on this new register (those on the old 19B register) had historically voted at St Barnabas.</p> <p>It is right that these voters are allocated to St Barnabas as those who vote at St Chad's Primary School are based in a different parish and are therefore in different polling districts*.</p>
	<p>The member survey highlighted that voters living in three properties situated towards the bottom end of Lodge Bank had</p>	<p>This was an historical error that was corrected by software used as part of the electoral review. Three properties on Lodge Bank are in a</p>

<p>Heapy and Wheelton Village Hall (Chorley North East ward)</p>	<p>not been able to vote at their usual polling station, Brinscall Hillside Methodist Church in May, and instead had to attend Heapy and Wheelton Village Hall. This polling station is a long way around by road from the properties near Drakeshead fishing lodge.</p>	<p>different parish to those who vote at Brinscall Hillside Methodist Church Hall, and as such in a different polling district*. This technically means residents living at these three properties should not be voting at this polling station.</p> <p>However, due to the fact that there is no direct route to the polling station, voters would have to travel a considerable distance to vote (passing Brinscall Hillside Methodist Church Hall on the way), the parish council elections being in different election cycles, it is considered that there is enough special circumstances to warrant voters in this area to continue to vote at Brindle Hillside Methodist Church Hall.</p>
<p>St Chad's RC Primary School (Chorley North East ward)</p>	<p>The headteacher has asked that the polling station be moved from this venue citing safeguarding risks and the disruption caused to the school as being a major factor for their request.</p>	<p>That the polling station be relocated to St Chad's Church Hall, additional signage, and directional arrows to be placed at the entrance. At the first election, additional signage (if permitted) will also be placed on the school railings at St Chad's RC Primary School. Poll cards would also display the new polling station address.</p>
<p>St Laurence's CE Primary School (Chorley North West ward)</p>	<p>The headteacher has asked that the polling station be moved from this venue citing safeguarding risks and the disruption caused to the school as being a major factor for their request.</p> <p>This venue was also highlighted as a premise that required extra signage, as part of the member survey.</p>	<p>That the polling station be relocated to Chorley Unitarian Chapel Hall on Park Street, with extra signage and directional arrows to be placed at the entrance to the road. At the first election, additional signage (if permitted) will also be placed on the school railings at St Laurence's CE Primary School. Poll cards would also display the new polling station address.</p>
<p>St Mary's Parish Centre (Chorley North West ward)</p>	<p>Since the electoral review in 2019, the polling stations located at St George's Church Hall and St Mary's Parish Centre fall within the same polling district boundary. As only one polling station is required, it is proposed that the</p>	<p>To transfer existing electors from St Mary's Parish Centre to St George's Church Hall. St George's Church Hall has been highlighted as the preferred polling station location as there are other polling stations in the same proximity to St Mary's Parish Centre and could confuse voters.</p>

	polling stations be consolidated.	
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** Representation of the People Act 1983 (Sec 18B)(d) states that the polling place for a polling district must be in an area in the district, unless special circumstances make it desirable to designate an area wholly or partly outside the district.;*

15. Other polling stations highlighted in the survey for being appropriate venues were Fairview Youth & Community Centre (Adlington & Anderton), Heskin Village Hall (Eccleston, Heskin & Charnock Richard), St Joseph's Parish Centre (Chorley North & Astley ward) and the Talbot Inn Public House (Euxton). The latter two polling stations were of particular interest to the Returning Officer as both premises were used for the first time at the last elections in May.
16. When considering the Returning Officer's recommendations, members are reminded that following the electoral review the borough wards have reduced from 20 wards to 14 much larger wards. The electoral review did not take into consideration county boundaries or parish boundaries (with the exception of Clayton le Woods and Euxton parish councils). As a consequence, the new borough wards cross, in some cases, multiple divisional and parish boundaries which have created different polling districts. The impact on this for voters means that not all voters will be voting at the same polling station they have done previously and in some cases the nearest polling station to their home may not necessarily be the polling station that they need to vote at.

Climate change and air quality

14. The work noted in this report does not impact the climate change and sustainability targets of the Councils Green Agenda and all environmental considerations are in place.

Equality and diversity

15. The existing polling stations highlighted in this report have already been checked and adapted appropriately for access.
16. The polling stations proposed to replace St Chad's RC Primary School and St Laurence's CE Primary School would be new premises. However, both premises are used by the public for events and/or meetings and an initial visit to the venues found little adaption required. If these premises are approved a further inspection will be made and equipment sources if required, to provide access.

Risk

17. The introduction of new polling stations and where signage is lacking could potentially cause voters not to vote. To mitigate this risk all polling station addresses are printed on poll cards and in the weeks prior to the election social media will remind voters to check their poll cards to make sure they know where their polling station is. Additional signage will be provided to polling station staff to be displayed in appropriate locations.

Comments of the Statutory Finance Officer

17. There are no significant financial implications of these changes.

Comments of the Monitoring Officer

18. Clearly it is important that the polling stations we use in elections are reviewed periodically as to assessing their continuing suitability. That is the basic premise of this report. There is nothing of concern from a Monitoring Officer perspective.

Report Author:	Email:	Telephone:	Date:
Cathryn Filbin (Electoral Services Team Leader)	cathryn.filbin@chorley.gov.uk	(01257) 515123	03/11/21

Report of	Meeting	Date
Director of Planning and Development (Introduced by Executive Member for Planning and Development)	Council	Tuesday, 16 November 2021

Is this report confidential?	No
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Is this decision key?	N/A
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Introduction of New Statement of Licensing Policy under the Licensing Act 2003

Purpose of the Report

1. To advise members of the statutory review of the Council's Statement of Licensing Policy under the Licensing Act 2003 and to seek adoption of the policy.

Recommendations to Council

2. That the Council notes the recommendation of the Licensing and Public Safety Committee on 3rd November 2021, to approve the draft Policy.
3. That the draft Statement of Licensing Policy (as appended at Appendix 1) is approved and that it shall come into effect from 17th November 2021.

Reasons for recommendations

4. The Council has a statutory duty to publish its Statement of Licensing Policy at periods not greater than 5 years. The current policy expires on 17th November 2021.

Other options considered and rejected

5. It is a legal requirement for the Council to have a published policy under the Licensing Act 2003 and so no further options were considered.

Corporate priorities

6. The report relates to the following corporate priorities: (please bold all those applicable):

Involving residents in improving their local area and equality of access for all		A strong local economy	X
Clean, safe and healthy communities	X	An ambitious council that does more to meet the needs of residents and the local area	

Background to the report

7. The Licensing Act 2003 (the Act) is the legislation which governs alcohol sales, regulated entertainment and late-night refreshment; the licensable activities. It is concerned with the issuing of various authorisations to carry on these licensable activities such as premises licences, club premises certificates, temporary event notices and personal licences.
8. The Act requires a licensing authority to publish a statement of licensing policy every 5 years and Chorley's current policy was last issued in Nov 16, meaning it is due for revision this year.
9. The current policy has served the Council well over the period however a complete re-draft of the policy has been carried out, taking into account the experience of the last few years.

Significant policy changes

10. The policy has been entirely re-written however a number of the principles have been applied from the previous policy. Of particular note are the following new policy areas:
 - a. **Core Hours for Licensable Activities.** The policy will state core hours between which it would expect licences to be granted between. This will not be a blanket policy applied arbitrarily but will guide applicants when considering what hours would likely attract representations.
 - b. **Code of Practice for Drinks Promotions.** It's a mandatory requirement that premises do not hold irresponsible drinks promotions. This new section sets out the Council's approach when considering whether a promotion would be considered irresponsible or not.
 - c. Significantly, a **Pool of Model Conditions.** Conditions on a licence form a key part of licensing control and, in the past, the Council has received poor operating schedules with conditions which are ambiguous and unenforceable. This entirely new pool on conditions gives applicants approved wording to use when completing applications.

Consultation

11. Prior to publishing a new policy, the Act requires a licensing authority to consult with the following bodies:
 - the chief officer of police for the licensing authority's area,
 - the fire and rescue authority for that area,
 - each Local Health Board for an area any part of which is in the licensing authority's area,
 - each local authority in England whose public health functions within the meaning of the National Health Service Act 2006 are exercisable in respect of an area any part of which is in the licensing authority's area,
 - such persons as the licensing authority considers to be representative of holders of premises licences issued by that authority,
 - such persons as the licensing authority considers to be representative of holders of club premises certificates issued by that authority,
 - such persons as the licensing authority considers to be representative of holders of personal licences issued by that authority, and
 - such other persons as the licensing authority considers to be representative of businesses and residents in its area.

12. An extensive consultation exercise was carried out during the period of 20th September-20th October 2021. One response was received during the consultation period as follows:

Consultation Response	Consideration
<p>The policy was forwarded to me for observations. In general I found it quite positive but have some concerns re high number of TENs available which I believe should be modified on assessment of the physical space available and its surrounding area.</p> <p>More specifically on the Draft I think 3.19 should read "Require rather than Expect etc)</p> <p>On P44 Use of Outdoor area this should to my way of thinking include the requirement that if any bonfire, fireworks etc are to be promoted then a) prior written approval of the Fire Safety Officer as to suitability and b) formal proof of Insurance submitted prior to event</p>	<p>The number of TENs permitted is set out in legislation. The Police and Environmental Health are entitled to object to the Notice if the event undermining the Licensing Objectives.</p> <p>The application requirements are set out in legislation and it's not within the power of the Licensing Authority to refuse applications if they fail to provide documents other than those set out in legislation.</p> <p>The pool of model conditions are provided to assist applicants in completing their licence applications- they won't be applied to every licence and are there for anyone applying for a licence to "dip into". Any applicant is still required to offer any conditions they believe are appropriate and the responsible authorities (police, fire etc) are entitled to make representations if they don't believe what's been offered goes far enough.</p>

Recommendation of Licensing and Public Safety Committee

13. Following a meeting of the Licensing and Public Safety Committee on 3rd November 2021, that committee resolved unanimously to recommend that Council approve the draft policy and implement it with effect from 17th November 2021. A copy of the minutes of that meeting are appended at Appendix 2.

Climate change and air quality

14. The work noted in this report does not impact the climate change and sustainability targets of the Councils Green Agenda and all environmental considerations are in place.

Equality and diversity

15. This new policy introduces a section on the Promotion of Equality, acknowledging the duty on Licensing Authorities to have regard to eliminating unlawful discrimination etc when carrying out its functions.

Risk

16. It is a statutory duty to publish a statement of licensing policy at periods not greater than 5 years. In failing to publish its policy, the Council would be open to litigation risk when carrying out its functions under the Act.

Comments of the Statutory Finance Officer

17. No comments.

Comments of the Monitoring Officer

18. The statutory duties of the council under Section 5 of the Licensing Act 2003 to publish a statement of licensing policy and review it at least every 5 years are referred to in the body of the report, as is the duty to consult prescribed persons on changes proposed to it.

19. Approval of the statement of licensing policy is reserved to full Council by virtue of Section 7(2) of the Licensing Act 2003.

Jonathan Noad
Director of Planning and Development

Appendix	Description
Appendix 1	Draft Statement of Licensing Policy
Appendix 2	Minutes of Licensing and Public Safety Committee of 03.11.21

Report Author:	Email:	Telephone:	Date:
Nathan Howson Enforcement Team Leader (Licensing)	Nathan.Howson@chorley.gov.uk	(01257) 515665	04/11/21

Statement of Licensing Policy

Licensing Act 2003



The policy was approved on DATE and remains in force between 2021 and 2026.

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Policy Vision Statement

We want Chorley to be a safe and clean town that offers a greater diversity in the night-time economy that is less focused on alcohol and protects the quality of life for residents.

DRAFT

1. Introduction

- 1.1 This Statement of Licensing Policy (“policy”) has been produced in accordance with the requirements of the Licensing Act 2003 (“the Act”) and is in line with guidance issued under Section 182 of the Act. Section 5 (as amended) of the Act requires Chorley Council (“the authority”), acting in its capacity as the Licensing Authority to prepare and publish a statement of its licensing policy at least every five years.
- 1.2 This policy was last reviewed in 2016. In determining this policy, the authority has taken into consideration any comments made by consultees. The authority has also taken into consideration the statutory guidance, changes in legislation and the experience of administering and enforcing the Act since its introduction.
- 1.3 The main purpose of this policy is to provide clarity to applicants, responsible authorities, elected Members and other persons on how the authority will determine applications for the sale/supply of alcohol, the provision of regulated entertainment and the provision of late night refreshment and also to provide a basis for all licensing decisions taken by the authority over the next five years. It will also inform elected Members of the parameters within which licensing decisions can be made.
- 1.4 An effective licensing policy, alongside other initiatives, will work towards promoting the positive aspects of deregulation under the Act, such as promoting tourism, increasing leisure provision and encouraging the regeneration of the town centre as well as controlling the negative impacts such as increase in noise, nuisance, anti-social behaviour and crime and disorder.
- 1.5 Other matters also taken into account in formulating this policy:
 - a) Chorley Council’s corporate strategy and outcomes.
 - b) Local planning policy in particular the local Plan.
 - c) Lancashire’s Police and Crime Plan.
 - d) Section 182 statutory guidance.
- 1.6 Licensing law is not the primary mechanism for the general control of nuisance and anti-social behaviour by individuals once they are away from licensed premises and, therefore, beyond the direct control of the individual licensees. There are a range of mechanisms including:
 - a) Planning controls;
 - b) Positive measures to create a safe and clean town centre environment in partnership with local businesses, transport operators and other departments of the local authority, including the provision of Closed-Circuit Television (CCTV);
 - c) Police enforcement of the general law concerning disorder and anti-social behaviour, including the issuing of fixed penalty notices;
 - d) The prosecution of any personal licence holder or member of staff at such premises who is selling alcohol to people who are drunk;

- e) The confiscation of alcohol from adults and children in designated areas;
- f) Police powers to close down instantly for up to 24 hours any licensed premises or temporary event on grounds of disorder, the likelihood of disorder or noise emanating from the premises causing a nuisance; and
- g) The power to seek a review of the licence or certificate in question.

1.7 It should be understood that this policy and the statutory guidance cannot anticipate every scenario or set of circumstances that may arise and as such there may be circumstances where the policy or guidance may be departed from in the interests of the promotion of the licensing objectives and where it is deemed appropriate to do so. In such cases the authority will give full reasons for departing from this policy.

Licensing Principles and Process

1.8 This policy sets out the process the authority will adopt in dealing with licence applications with particular regard to the various types of premises and permissions and the various conditions that can be attached to licences if relevant representations are made. It also highlights the authority's undertaking to avoid duplication with other statutory provisions and its commitment to work in partnership with other enforcement agencies.

1.9 The authority is the Licensing Authority under the Act and is responsible for granting premises licences, club premises certificates, personal licences and administering temporary events notices in the borough.

1.10 The objective of this policy is to:

- a) promote the four licensing objectives;
- b) ensure that the premises are appropriate for their proposed use;
- c) ensure the premises layout and condition is acceptable for the proposed use;
- d) ensure that the premises are being managed responsibly; and
- e) promote the policy vision statement.

1.11 This policy also seeks to promote the authority's wider priorities, in particular those of:

- Involving residents in improving their local area and equality of access for all,
- Clean, safe and healthy homes and communities,
- A strong local economy, and
- An ambitious Council that does more to meet the needs of residents in the local area.

1.12 The authority's powers and duties as the licensing authority are delegated by Council to its licensing committee, sub-committees and officers. The authority approaches these delegations in accordance with the table of delegation set out below or otherwise in accordance with the authority's adopted constitution.

- 1.13 The policy will be used as a basis in coming to consistent and transparent decisions in respect of licence applications.
- 1.14 The policy does not:
- a) Undermine the right of any individual to apply for a variety of permissions and to have each application considered on its individual merits; or
 - b) Override the right of any person to make representations on an application, or seek a review of a licence or certificate, where the Act allows.

Scope

- 1.15 This policy relates to the licensable activities defined by section 1(1) of the Act, namely:-
- a) retail sales of alcohol;
 - b) the supply of alcohol by or on behalf of a club;
 - c) the provision of regulated entertainment; and
 - d) the provision of late night refreshment.

Licensing Objectives

- 1.16 The authority will carry out its licensing functions under the Act with a view to promoting the four licensing objectives, which are:
- a) The prevention of crime and disorder;
 - b) Public safety;
 - c) The prevention of public nuisance; and
 - d) The protection of children from harm.
- 1.17 The aim of the licensing process is to regulate licensable activities so as to promote the licensing objectives.
- 1.18 In determining a licensing application, the overriding principle adopted by the authority will be that each application is determined on its merits. Licence conditions will be tailored to the individual application and only those necessary to promote the licensing objectives will be imposed.
- 1.19 The authority will also have regard to wider considerations affecting the residential population and the amenity of the area. These include littering, noise, street crime and the capacity of the infrastructure.
- 1.20 Each of the four objectives is of equal importance and will be considered in relation to matters centred on the premises or within the control of the licensee and the effect which the operation of that business has on the vicinity.

Consultation

- 1.21 In accordance with section 5 of the Act and prior to the publication of this Policy the Licensing Authority consulted with the persons and organisations stipulated in [Appendix A](#) of the policy.

Duration and Review

- 1.22 The policy takes effect **xx** and will remain in force for a period of no more than five years. During this time it will be subject to regular review and updating or modification as appropriate, for example to take account of any changes in licensing legislation.

Promotion of equality

- 1.23 The policy recognise that the Equality Act 2010 places a legal obligation on this authority to have due regard to the need to eliminate unlawful discrimination, harassment and victimisation; to advance equality of opportunity; and to foster good relations, between persons with different protected characteristics through the functions outlined in this policy. The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

2. The Borough of Chorley

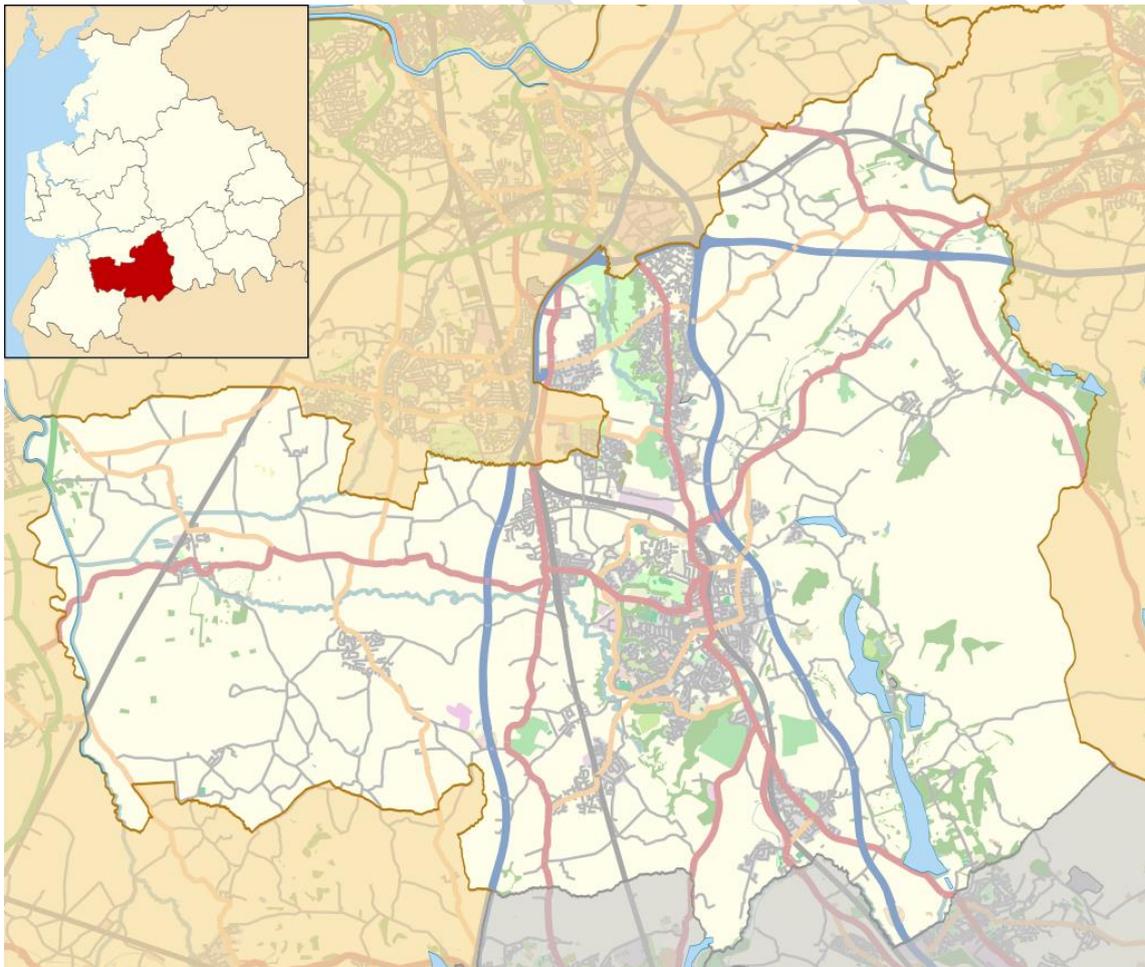
The Area

Like most Lancashire towns, Chorley gained its wealth from the Industrial Revolution of the 19th Century, with Chorley becoming a vital cotton town up to the late 20th Century. Over the years it has attracted investment and has gained a reputation for being a town which bucks the trend. This makes Chorley an attractive place to live, work and play.

Chorley's population stands at almost 120k and has been increasing steadily since 1991. It is estimated that between 2020 and 2043, the Borough's population will increase by 13.1%. Covering 203 square kilometres, Chorley is characterized by its large amount of green space, with 30.9% of the population living in rural areas.

Demography

The population is approximately 120,000, and these figures will continue to rise over the next 20 years.



3. Licensing Process - Making an Application

Premises Licences & Club Premises Certificates

- 3.1 The relevant application forms and associated documents are obtainable from the authority's website at [Licensing - Chorley Council](#) or from the licensing section during normal office hours.

The Operating Schedule

- 3.2 The operating schedule is a key document and, if prepared comprehensively, will form the basis on which premises can be licensed without the need for additional extensive conditions. The authority expects an operating schedule to indicate the steps that the applicant proposes to take to promote the licensing objectives.
- 3.3 All applicants for the grant or variation of a premises licence or club premises certificate are required to provide an operating schedule as part of their application.
- 3.4 Applicants are strongly recommended to discuss their operating schedules with the responsible authorities prior to submitting them.
- 3.5 The complexity and detail required in the operating schedule will depend upon the nature and use of the premises. For premises such as a public house where public entertainment is not provided, only a relatively simple document will be required. For a major public entertainment venue, it will be expected that issues such as public safety and crime and disorder will be addressed in detail.
- 3.6 Applicants will also be expected to propose practical measures to prevent disturbance to local residents and to indicate what action will be taken to prevent or reduce noise emanating from the premises.
- 3.7 The operating schedule must be on the prescribed form and include a statement of the following:
- a) Full details of the licensable activities to be carried on at and the intended use of the premises;
 - b) The times during which the licensable activities will take place;
 - c) Any other times when the premises is to be open to the public;
 - d) Where the licence is only required for a limited period, that period;
 - e) Where the licensable activities include the supply of alcohol, the name and address of the individual to be specified as the designated premises supervisor;
 - f) Whether alcohol will be supplied for consumption on or off the premises or both; and
 - g) The steps which the applicant proposes to promote the licensing objectives.

Guidance on Operating Schedule

3.8 The following guidance is intended to assist applicants by setting out criteria and considerations that they should bear in mind when drawing up an operating schedule. They alert applicants to any matters that responsible authorities are likely to consider when deciding whether to make representations on an application or whether to call for a review.

a) **Crime and Disorder**

3.9 The promotion of the licensing objective, to prevent crime and disorder, places a responsibility on licence holders to become key partners in promoting this objective.

3.10 Applicants will be expected to demonstrate in their operating schedule that suitable and sufficient measures have been identified and will be implemented and maintained to reduce or prevent crime and disorder on and in the vicinity of their premises, relevant to the individual style and characteristics of their premises and events.

Considerations

3.11 When addressing the issue of crime and disorder, the applicant should demonstrate that those factors that impact on crime and disorder have been considered. These factors may include:

- a) Underage drinking;
- b) Drunkenness on premises;
- c) Public drunkenness;
- d) Drugs;
- e) Violent behaviour; and/or
- f) Anti-social behaviour.

3.12 In making their decision, regard should be given to the levels of crime and disorder in and around the venue, the level of compliance with conditions on existing licences and any available evidence on crime and disorder issues.

3.13 Applicants are recommended to consult the Reducing Alcohol Related Violence Codes of Practice when considering their operating schedule.

3.14 A pool of model conditions has been prepared and individuals preparing operating schedules are at liberty to use these conditions or volunteer any other measures(s) to promote the licensing objectives. Please see Appendix C for the pool of model conditions for the prevention of crime and disorder.

b) Public Safety

- 3.15 The authority in its role as licensing authority must try to ensure the safety of people visiting and working in licensed premises. The authority will need to be satisfied that measures to promote public safety including risk assessments, setting safe capacities and adequate means of escape are put in place and maintained, if not adequately provided for by other regulatory regimes.
- 3.16 Consideration should be given to whether:
- a) appropriate and satisfactory general and technical risk assessments, management procedures and certificates have been made available to the relevant responsible authority and to the authority, that demonstrate that the public will be safe within and in the vicinity of the premises;
 - b) the premises already has a licence or a fire certificate that specifies the maximum number of people that can attend it or be present and, if not, whether a risk assessment has been undertaken to assess the maximum number of people in terms of capacity in various parts of the premises, so that they can be operated safely and can be evacuated safely in the event of an emergency;
 - c) there are procedures proposed to record and limit the number of people on the premises with opportunities for going outside and readmission;
 - d) patrons can arrive at and depart from the premises safely;
 - e) music, dance and performance venues will use equipment or special effects that may affect public safety (i.e. moving equipment, pyrotechnics, strobe lights, smoke machines);
 - f) there are defined responsibilities and procedures for medical and other emergencies and for calling the emergency services; and/or
 - g) the levels of compliance with conditions on existing licences relating to public safety.
- 3.17 The authority seeks to encourage the use of toughened glassware and polycarbonate where appropriate in licensed premises. Where a relevant representation is received the authority will consider imposing a condition prohibiting the sale of alcohol in annealed glass containers and require the use of polycarbonate or other safer alternatives in order to promote public safety in licensed venues.
- 3.18 A pool of model conditions has been prepared and individuals preparing operating schedules are at liberty to use these conditions or volunteer any other measures(s) to promote the licensing objectives. Please see Appendix C for the pool of model conditions for public safety.

c) Public Nuisance

Measures to limit nuisance

- 3.19 The authority will expect applicants to set out in their operating schedules the steps taken, or proposed to be taken, to deal with the potential for public nuisance arising from the operation of the premises.
- 3.20 Applicants should identify and describe through a risk assessment how these risks will be managed. Public nuisance could include low-level nuisance perhaps affecting a few people living locally as well as major disturbance affecting the whole community.
- 3.21 Applicants will be expected to have included measures in their operating schedules that make adequate provision to:
- a) restrict the generation of noise within the premises and from activities associated with the premises in the vicinity, or from an open air site;
 - b) limit the escape of noise from the premises or open air site;
 - c) restrict noise emissions to below levels that could affect people in the vicinity going about their business, at work and when at home both while relaxing and while sleeping;
 - d) minimise and control noise from customers arriving at the premises, or open air site outside it and departing from it;
 - e) minimise and control noise from staff, contractors and suppliers and their activities;
 - f) minimise and control noise from vehicles associated with and providing services to the premises or open air site and their customers;
 - g) determine whether people standing or sitting outside premises are likely to cause obstruction or other nuisance;
 - h) whether the premises are under or near to residential accommodation;
 - i) the hours of the sale of alcohol in open containers or food for consumption outside the premises;
 - j) measures to make sure that customers move away from outside premises when such sales cease;
 - k) measures to collect drinking vessels and crockery, cutlery and litter;
 - l) the extent and location of areas proposed to be set aside for the consumption of food and alcoholic drink and for smoking;

- m) whether there is a need for door supervisors to prevent or to control customers congregating in outdoor areas to smoke, consume food or drink (whether supplied from the premises or not).
 - n) adequate measures to prevent the following arising from the proposed licensable activity that may cause disturbance to people in the vicinity:
 - a. litter, smells, fumes, dust, smoke, or other emissions;
 - b. street fouling;
 - c. light pollution.
- 3.22 The role of the authority is to maintain an appropriate balance between the legitimate aspirations of the entertainment industry and the needs of residents and other users of the town including businesses, workers, shoppers and visitors.
- 3.23 Playing of music can cause nuisance both through noise breakout and by its effect on patrons, who become accustomed to high sound levels and to shouting to make themselves heard, which can lead to them being noisier when leaving premises. Other major sources of noise nuisance are vehicles collecting customers, the slamming of car doors and the sounding of horns. These noises can be particularly intrusive at night when ambient noise levels are lower.
- 3.24 Where relevant representations are received, the authority may attach appropriate conditions to licences, necessary to support the prevention of undue noise disturbance from licensed premises. Where premises remain open after 23:00, the licence holder will be expected to provide facilities which are relevant to controlling noise and the patrons of those premises late at night. The authority also expects that premises which produce noise generating licensable activities are acoustically controlled and engineered to a degree where the noise from the premises when compared to the ambient noise level will not cause undue disturbance.
- 3.25 The provision of tables and chairs outside the premises, either on the highway or on private land, and the provision of beer gardens, can enhance the attractiveness of the venue. It can have the benefit of encouraging a continental style café culture and family friendly venues. However, late at night, tables and chairs and beer gardens can cause significant public nuisance to residents whose homes overlook these areas.
- 3.26 The 'smoke free public places' legislation in July 2007 has led to an increase in the number of people outside licensed venues. Where outside facilities are provided the authority expects applicants to provide details in their application of:
- a) the location of open air areas; and
 - b) how the outside areas will be managed to prevent noise, smell, or obstruction and nuisance to neighbours and the public.
- 3.27 Licensees and their staff are expected to have sufficient measures in place to prevent such problems arising including a suitable litter and waste management program to ensure that the area outside the premises is kept free of litter at all times.

- 3.28 Where the authority receives relevant representations, or where a responsible authority or an interested party seeks a review, the authority may consider imposing conditions to improve the management of the outside area or prohibiting or restricting the use of these areas in order to promote the public nuisance objective.
- 3.29 Conditions may include maximum noise levels over particular time periods, the installation of acoustic lobbies, provision of signs, publicity and dispersal policies.
- 3.30 A pool of model conditions has been prepared and individuals preparing operating schedules are at liberty to use these conditions, or volunteer any other measures(s) to promote the licensing objectives. Please see Appendix C for the pool of model conditions for the prevention of public nuisance.

d) Protection of Children from Harm

- 3.31 The authority needs to satisfy itself that there are appropriate measures in place to protect children from harm.
- 3.32 To this extent it will expect applicants, where necessary, to consider the measures necessary to promote the licensing objective of protecting children from harm when on the premises.
- 3.33 These measures may include staff training on how to control the entry of children and young people under 18 and the vetting of staff who will supervise them. Applicants will have to give particular regard to these measures in applications for licences involving:
- a) the sale of alcohol;
 - b) children's performances; and
 - c) attractions or performances likely to attract children.
- 3.34 It is an offence to sell alcohol to children. In this context, children are defined as individuals under 18. The provisions of the Act are that unaccompanied children under 16 should not be on "premises being used exclusively or primarily for the supply of alcohol" (eg "alcohol led" premises such as pubs, bars and nightclubs). In addition, it is an offence to allow unaccompanied children under 16 on premises licensed to sell alcohol for consumption on the premises after midnight but before 05:00.
- 3.35 Issues for consideration include:
- a) installing effective measures to check the age of those young people who appear under 25 to ensure that alcohol is not sold to those under 18 and those under 16 are accompanied in alcohol led premises;
 - b) exclusive or primary purpose of the services provided at the premises;
 - c) accompanied children under 16 on the premises of which the primary purpose is supply of alcohol for consumption on the premises are taking a table meal or are being entertained by a live performance;

- d) the hour to which accompanied children under 16 are proposed to be on the premises where the exclusive or primary purpose of the services provided at the premises is the supply of alcohol for consumption on the premises;
- e) due regard is paid to industry codes of good practice on the labelling and display of alcoholic drinks;
- f) are there adequate procedures for identifying unaccompanied or lost children and ensuring that they are kept safe and adequately supervised until they can be handed over to a responsible adult;
- g) the likelihood of children being attracted to the premises by the nature of activities or facilities provided whether or not these are licensed;
- h) is there evidence of heavy, binge or underage drinking on the premises;
- i) if the premises commonly provides entertainment or services of an adult or sexual nature;
- j) is there a strong element of gambling on the premises;
- k) age restricted films are to be shown classified in accordance with the recommendations of the British Board of Film Classification;
- l) the number of adults required for the supervision of children and the suitability and vetting of those adults to ensure they pose no risk to children.

3.36 A pool of model conditions has been prepared and individuals preparing operating schedules are at liberty to use these conditions or volunteer any other measures(s) to promote the licensing objectives. Please see Appendix C for the pool of model conditions for the protection of children of harm.

Plans

3.37 A plan must also be attached to an application for a premises licence or a club premises certificate. The plan should be at a scale of 1:100. The plans do not have to be professionally drawn, however, they must be to scale and contain the relevant information as required under regulation. The authority will accept plans of a scale other than 1:100, however this must be approved prior to submitting the application.

4. Determination of Applications

Decision Making Process

- 4.1 Decisions on licensing matters will be taken in accordance with an approved scheme of delegation below:

Matters to be dealt with	Full Committee	Sub Committee	Officers
Application for personal licence		If a police objection	If no objection made
Application for personal licence with unspent convictions		All cases	
Application for premises licence/club premises certificate		If a relevant representation made	If no relevant representation made
Application for provisional statement		If a relevant representation made	If no relevant representation made
Application to vary premises licence/ club premises certificate		If a relevant representation made	If no relevant representation made
Application to vary designated premises supervisor		If a police objection	All other cases
Request to be removed as designated premises supervisor			All cases
Application for transfer of premises licence		If a police objection	All other cases
Applications for interim authorities		If a police objection	All other cases
Application to review premises licence/ club premises certificate		All cases	
Decision on whether a complaint is irrelevant frivolous vexatious			All cases
Decision to object when local authority is a consultee and not the relevant authority considering the application		All cases	
Determination of an objection to a temporary event notice		All cases	
Determination of application to vary premises licence at community premises to include alternative licence condition		If a police objection	All other cases
Decision whether to consult other responsible authorities on minor variation application			All cases
Determination of minor variation application			All cases

Unopposed Applications

- 4.2 If no relevant representations are received the licence will be issued automatically with, in the case of a premises licence or club premises certificate, such conditions attached as are mandatory or are consistent with the operating schedule accompanying the application. The authority will have no discretion to refuse the application or to alter or add to the conditions offered through the operating schedule.

Opposed Applications

- 4.3 Where relevant representations are made, the authority must hold a hearing before a licensing sub-committee who will take such of the following steps as it considers necessary for the promotion of the licensing objectives.
- 4.4 The steps are:
- a) to grant the licence subject to the operating schedule modified to such extent as the sub-committee considers appropriate for the promotion of the licensing objectives, and subject to the relevant mandatory conditions;
 - b) to exclude from the scope of the licence any of the licensable activities to which the application relates;
 - c) to refuse to specify a person in the licence as the premises supervisor;
 - d) to reject the application.

Representations

- 4.5 The authority has discretion on whether to grant applications for licences and to impose conditions on granting and reviewing licences, only when relevant representations are made.
- 4.6 In brief "relevant representations" is the expression used in the Act for comments including objections on applications.
- 4.7 For a representation to be relevant it must:
- a) relate to the effect of the grant of the licence on the promotion of the licensing objectives;
 - b) be made by a responsible authority or other persons;
 - c) not be 'frivolous or vexatious' or, in the case of a review, 'repetitious' if made by other persons; or
 - d) if it concerns the designated premises supervisor be made by a chief officer of police and include a statement explaining the reasons for the objection.
- 4.8 Representations can also be made in support of an application.

Appeals

- 4.9 Anyone aggrieved by a decision of the authority has a right of appeal. This is set out in schedule 5 of the Act.
- 4.10 The authority will inform the appropriate parties of their right of appeal in accordance with the Act, when confirming a decision of the licensing sub-committee.
- 4.11 Aggrieved parties should lodge any appeal with the Magistrates' Court within 21 days of the notification of the decision.

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5. Temporary Event Notices (TENs)

- 5.1 The Act enables certain organised events for less than 500 people to take place following notification to the authority, the police and environmental health.
- 5.2 The limit on the number of TENs which may be given by any applicant is 5 within the same year, unless the applicant holds a personal licence, in which case the limit will be 50 within the same year.
- 5.3 A number of limitations are imposed on the use of TENs by the Act. The limitations apply to:
- the number of times a premises user may give a TEN is 50 times in a calendar year for a personal licence holder and five times in a calendar year for other people;
 - the number of times a premises user may give a late TEN is limited to 10 times in a calendar year for a personal licence holder and twice for other people. Late TENs count towards the total number of permitted TENs (i.e. the limit of five TENs a year for non-personal licence holders and 50 TENs for personal licence holders). A notice that is given less than ten working days before the event to which it relates, when the premises user has already given the permitted number of late TENs in that calendar year, will be returned as void and the activities described in it will not be authorised.
 - the number of times a TEN may be given for any particular premises is 15 times in a calendar year;
 - the maximum duration of an event authorised by a TEN is 168 hours (seven days);
 - the maximum total duration of the events authorised by TENs in relation to individual premises is 21 days in a calendar year;
 - the maximum number of people attending at any one time is 499; and
 - the minimum period between events authorised under separate TENs in relation to the same premises (not including withdrawn TENs) by the same premises user is 24 hours
- 5.4 Although the statutory legal minimum time required for the notification of a TEN to the authority, police and environmental health is 10 working days, or 5 working days for a late temporary event, it is essential that proper consideration of the proposed event is given. Statutory guidance allows the authority to publicise its preferred timescale for notification.
- 5.5 Where an existing premises licence is in operation the authority would encourage a TEN to be submitted at least 4 weeks but not more than 12 weeks before an event. For applications where there is not a current premises licence, for example community events, 15 working days in advance of the event would be encouraged to allow for proper consideration of the event.
- 5.6 Notice givers are encouraged to consult responsible authorities prior to formal notices being submitted.

- 5.7 The authority expects those who have given notice of a temporary event to have identified the particular issues having regard to their type of premises and/or activities, and to have in place written policies for addressing issues such as drunkenness, crime/disorder and drugs on their premises and for ensuring staff are trained on these policies. The Reducing Alcohol Related Violence Codes of Practice contains guidance on promoting the licensing objectives including potential risks and possible solutions for the different types of licensable activities.
- 5.8 The processing of TENs by the authority is controlled by a strict statutory timetable, therefore, the authority will not accept a notice unless it is complete in all respects at the time of submission.

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6. Integrating Strategies & Specific Policies

- 6.1 The authority has established a good track record of partnership work and will continue to work in partnership with the police, local residents, businesses, licensees, communities and regulatory agencies towards safeguarding the quality of life for residents, and the creation of a safer and more pleasant environment for all.
- 6.2 In particular, Chorley has a vibrant night-time economy that exceeds other towns of similar sizes. The town offers a rich choice of entertainment and facilities making it a destination attracting usually high numbers of visitors some travelling considerable distances to enjoy what the late night economy has to offer.
- 6.3 Although the vast majority of people visiting the town do so safely and responsibly, an active night-time economy nonetheless demands additional resource and cost for the authority, police and other partners to deal with associated crime, disorder and other anti-social behaviour.
- 6.4 Although the challenges associated with the supply of alcohol are more prevalent during the night-time economy, there are nonetheless also challenges during other times of the days.
- 6.5 In addressing these challenges, the authority will continue to work with partners in particular the licensed trade, licensing enforcement, the police, the noise pollution team, community safety partnerships, Lancashire fire service and planning enforcement.

Encouraging diversity in the night-time economy that is less focused on alcohol

- 6.6 Chorley has a vibrant night-time economy that far exceeds other towns of similar sizes. It is recognised that the night-time economy plays an important part in creating a vibrant and sustainable economy but this must be balanced with the ambition to expand the offer for leisure, tourism and business by providing an attractive offer for all age and religious groups.
- 6.7 To this end, the authority will explore and support opportunities to increase events, activities and businesses which are not necessarily alcohol led which are more socially-inclusive and drive the economy.

Public Spaces Protection Order (PSPO)

- 6.8 The authority has adopted a Public Spaces Protection Order to control and regulate the public consumption of alcohol in Chorley.
- 6.9 The PSPO creates an offence for any person to disregard the instruction of a Police Officer, Police Community Support Officer or authorised officer of the authority to stop consuming alcohol in a designated public place.
- 6.10 An offence under the adopted PSPO can be discharged through the payment of a fixed penalty notice or a prosecution.

Management of Licensed Premises

- 6.11 A critical element of the proper control of licensable activity and a premises where such activity is provided is good management of those activities and the premises generally.
- 6.12 The authority will encourage everybody involved in providing or are involved in licensable activities, to consider what skills and competencies are appropriate in the safe delivery of regulated activities and secure these. This applies to managers, musicians, door staff, bar staff, performers and contractors as well as everyone associated with the activities.
- 6.13 Good management also extends to the appropriate advertising of events and premises users and licensees are expected to control advertising content as part of their role.
- 6.14 The authority undertakes proactive risk based inspections of all licensed premises to ensure that they are managed properly. Premises that consistently fail inspections may be subject to a licence review or other enforcement action.

Designated Premises Supervisor

- 6.15 Any premises where alcohol is sold under a premises licence must have a designated premises supervisor (DPS). The DPS will be named in the premises licence, a summary of which must be displayed on the premises. A DPS must be a personal licence holder. Every sale of alcohol must be made or authorised by a person who holds a personal licence (or must be made or authorised by the management committee in the case of community premises).
- 6.16 The Act does not require a DPS or any other personal licence holder to be present on the premises at all times when alcohol is sold. However, the DPS and the premises licence holder remain responsible for the premises at all times. During times the DPS is not present on site, the authority recommends that written delegation of duties are drawn up to ensure staff and regulators are clear about who is authorised to sell alcohol.
- 6.17 The authority will normally expect the DPS to have been given the day-to-day responsibility for running the premises and as such it is expected that the DPS would usually be present at the licensed premises on a regular basis. The authority expects that this will be in excess of 50% of a 7-day week.
- 6.18 The premises licence holder will be expected to ensure that the DPS has experience commensurate with the size, capacity, nature and style of the premises and licensable activities to be provided.
- 6.19 Within all licensed premises, whether or not alcohol is to be sold, the authority will expect there to be proper management arrangements in place which will ensure that there is an appropriate number of responsible, trained/instructed persons at the premises to ensure the proper management of the premises and of the activities taking place, as well as adherence to all statutory duties and the terms and conditions of the premises' licence.

Pubwatch

- 6.20 The borough-wide Pubwatch network encourages its members to work together to promote the licensing objectives in their premises by providing a forum for sharing information, disseminating best practice and meeting with representatives of the authority, the police and other responsible authorities. The authority actively supports the scheme and is keen to support the development of more schemes where there is a demand.
- 6.21 The inclusion of radio links and ring-round phone systems should be considered an appropriate condition for public houses, bars and nightclubs operating in the town. These systems allow managers of licensed premises to communicate instantly with the police and other licensed venues in order to pass real-time information between venues.

Best Bar None

- 6.22 Best Bar None (BBN) is a national award scheme supported by the Home Office and aimed at promoting responsible management and operation of alcohol licensed premises. It was piloted in Manchester in 2003 and found to improve standards in the night time economy, with premises now competing to participate.
- 6.23 The aim of BBN is to reduce alcohol related crime and disorder in a town centre by building a positive relationship between the licensed trade, police and local authorities. The authority will actively encourage licensed premises to sign up to the BBN scheme.

Sexual Entertainment

- 6.24 The authority has adopted the amended provisions of schedule 3 of the Local Government (Miscellaneous Provisions) Act 1982 as amended by section 27 of the Policing and Crime Act 2009 ('the 2009 Act') with respect to "relevant entertainment", that is:
- a) any live performance; or
 - b) any live display of nudity.
- which is of such a nature that, ignoring financial gain, it must reasonably be assumed to be provided solely or principally for the purpose of sexually stimulating any member of the audience (whether by verbal or other means).
- 6.25 The adopted provisions came into effect on the 1st of January 2011 in Chorley.
- 6.26 Any premises that want to offer relevant entertainment on a regular basis, that is more frequent than 24 hours once a month on no more 11 occasions a year, can no longer offer this under the provisions of the Act as a result of the abovementioned adoption. These premises must apply for a Sexual Entertainment Venue (SEV) licence.
- 6.27 Premises that want to offer relevant entertainment on an irregular basis can still do so under the provisions of the Act. These premises must be authorised for the performance of dance and the performance of recorded music.
- 6.28 The Government has seen it fit to exempt infrequent sexual entertainment

from requiring a licence. Whilst the authority recognises and accepts this, it is also acutely aware that unless it is properly managed there are risks to public protection and safety, an increased likelihood of associated crime & disorder and an inability of regulatory bodies to respond accordingly.

Core Hours for Licensable Activities

- 6.29 The authority will avoid arbitrary restrictions on licensing hours that undermine the principles of flexibility and consideration of each application is on its own merit.
- 6.30 The authority believes that licensable activities carried on within the core hours set out below will generally not have a harmful impact on the licensing objectives, address the concerns raised by local residents and businesses and are less likely to attract representations.
- 6.31 Furthermore, earlier closing will result in less alcohol consumption and drunkenness and would also be consistent with the ability to get crowds dispersed from the town centre.

Type of premises	Commencement Hour No earlier than	Terminal hour No later than
Off licence	09:00	23:00
Restaurants	10:00	01:00
Theatres, cinemas and other performance venues	10:00	00:00
Pubs/Bars/Nightclubs	<u>Town Centre</u> 09:00	04:00
	<u>Local Neighbourhood Areas</u> 10:00	01:00
Takeaways	<u>n/a</u>	05:00

Table 1: Core Hours for Licensable Activities

- 6.32 Where relevant representations have been made, it will take the following matters into consideration when making a decision. These are not a definitive list and other matters may be considered:
 - a) Operating schedules - demonstration of compliance with management standards to support each of the licensing objectives.
 - b) Proximity to residential accommodation - the likelihood of the operation to have an adverse impact on the peace and quiet of local residents.

- c) Potential noise and nuisance from people leaving and entering the premises.
- d) Ability to demonstrate that systems in place to ensure timely dispersal of customers away from residential areas.
- e) Use of external areas for carrying out the licensable activities and potential noise impact on local residents.
- f) Proposed hours of the licensing activities and general opening times for the public – The use of winding down periods to enable more efficient dispersal.
- g) Type of use – alcohol led premises such as pubs, bars and nightclubs, off licenses and hot food take away premises are more likely to be associated with crime and disorder and public nuisance than other premises such as seated restaurants, theatres, cinemas and other cultural activities.
- h) Availability of public transport to assist in the timely dispersal of customers from the vicinity and to ensure safe travel home.
- i) The potential for contamination of the street environment through increased litter and other pollution of the streets by customers.

6.33 The hours of existing licensed premises will remain unchanged unless there are good reasons, based on the licensing objectives, for restricting these hours, and then they can be changed by a licensing sub-committee following a review of the premises licence.

Latest admission times

6.34 The authority considers it undesirable that persons should seek to 'top up' their alcohol intake by seeking out those premises that are admitting customers at the latest times because persons moving between venues late at night can lead to crime, disorder and public nuisance.

6.35 Establishing last entry times can reduce the tendency of customers to concentrate at those premises which remain open the latest, without restricting the hours of trading. This will encourage dispersal and reduce the pressure on late-night refreshment outlets and transport facilities which will assist with objectives to prevent public nuisance and crime and disorder in certain circumstances.

6.36 It is therefore this council's policy that the latest admission time, for licensed premises open past midnight, to be no less than:

- a) one hour for nightclubs & late night bars; and
- b) half an hour for pubs and other licensed premises

before the terminal hour for licensable activities.

Takeaway food premises

- 6.37 It is recognised that takeaway premises which open late at night can be associated with disorder as persons who are under the influence of alcohol and, in some cases, have been ejected from late night venues, congregate there.
- 6.38 As such the authority considers that it will normally be inappropriate to grant a premises licence permitting the sale of alcohol at premises which are principally used for selling hot food for consumption off the premises.
- 6.39 Applicants for licences are recommended to have written policies for dealing with disorder and nuisance and should give consideration to the issues regarding takeaways.
- 6.40 The authority will normally require licensed premises principally used for selling hot food for consumption off the premises to have suitable CCTV installed and may impose a requirement to employ SIA doormen where such a requirement is deemed necessary.
- 6.41 Operators (including mobile units) must have suitable arrangements in place for the containment and disposal of their waste in accordance with the Environmental Protection Act 1990 and subsidiary regulations. Operators of premises where food or drink is provided in disposable containers for consumption elsewhere than on the premises are expected to consider the potential for litter near their premises and take steps to actively reduce the amount of litter generated from their premises.
- 6.42 Where the authority considers it appropriate, it may impose conditions on a premises licence to require the operators of premises serving customers with hot food or drink to provide litter bins in the vicinity of the premises in order to prevent the accumulation of litter from its customers.

Pavement Cafes and External Areas

- 6.43 The authority wishes, as far as is compatible with other highway uses, to promote the 'cafe culture' in Chorley because of the added life and vitality this brings to the town.
- 6.44 Whilst the provision of tables and chairs outside a premises can enhance the attractiveness of a venue, regard should be had to the need to ensure that the use of such areas will not cause nuisance to local residents and other premises in the vicinity. To this end, the authority will normally restrict the use of external areas to 23:00.
- 6.45 Premises that make use of external areas are expected to manage those areas in such a way that its use does not impede access to the premises, obstruct the highway and does not cause disturbance.
- 6.46 In particular the authority will expect premises to provide ash trays or wall mounted cigarette bins for patrons, be aware of the possibility of breakages of drinking glasses and glass bottles in outside areas.
- 6.47 Applicants for a licence should read the Council's Pavement Licence policy which is available on the website.

Promoting safe drinking limits

Irresponsible Drinks Promotions and Drunkenness on Premises

- 6.48 Low cost alcohol sold in on and off trade premises increases alcohol consumption which can lead to crime and disorder issues. Through this policy the authority would like to encourage the responsible consumption of alcohol and where there is evidence that the licensing objectives are being compromised or are likely to be compromised, the authority will consider imposing controls on drinks promotions to deal with localised problems.
- 6.49 However, the authority would prefer an approach whereby it, along with the licensed trade and other partners, are able to promote responsible retailing of alcohol instead of having to dealing with the effects of irresponsible drinks promotions and drunkenness.

Code of Good Practice for Drinks Promotions

- 6.50 It is a known fact that the price of alcohol does have an effect on the amount people consume. It is also the case that people are more attracted to premises that offer low cost alcohol and low cost alcohol is likely to cause people to consume more alcohol than they would normally have done. Both of these situations can lead to crime, disorder and public nuisance issues.
- 6.51 The authority does not wish to unnecessarily impose operational restrictions and freedoms on licensed premises. It would therefore like to encourage a voluntary code of good practice in relation to drinks promotions and to encourage licence holders and others working at the premises to familiarise themselves with the mandatory conditions relating to drinks promotions.
- 6.52 To this end, the authority will encourage all licence holders to apply the following principles in relation to any drinks promotions:

Principle
Align pricing with Alcohol by Volume (ABV).
Start the sale of alcohol later in the day and not align it purely with opening hours.
Refrain from all inclusive offers.
Promotional information should clearly display: <ul style="list-style-type: none"> - Factual information on the alcoholic strength of a drink(s); - That no-one under the age of 18 years may take part in the promotion; - display Drink Aware logo/information.
Promotions should not: <ul style="list-style-type: none"> - focus on the strength of any alcohol product as the principle theme; - condone or encourage illegal, excessive or irresponsible drinking (such as binge-drinking, drunkenness or drink-driving); - refer in any favourable manner to the effects of intoxication or consumption; - suggest that alcohol consumption enhances sexual attractiveness or include promotion material that is linked to sexual imagery implying sexual success or prowess.
Restrict multi buy promotions.
No advertisements for alcohol in the shop window.
Alcohol should not be given away for free as part of a promotion or as an incentive.
Actively promote designated driver schemes where a driver is offered discounted or free non-alcoholic drinks.
Make food and hot drinks available in late venues.

Shops Selling Alcohol (Off Licences)

- 6.53 There has been a trend towards more alcohol being purchased from shops and consumed at home and less being purchased and consumed in traditional pubs, restaurants and night clubs than used to be the case in the past. The growing practice of “pre-loading” has the potential to create specific problems and detriment to the licensing objectives *including the increased potential for underage and proxy sales which is detrimental to the protection of children from harm.*
- 6.54 Furthermore, the availability of alcohol for consumption off the premises has the potential to cause other problems that include ease of access to alcohol by children, ease of thefts, encouragement of street drinking, and increase of crime and disorder and public nuisance.
- 6.55 There are a number of ways in which licence holders and the authority can address these concerns.

Hours of Operation

- 6.56 See Table 1: Core Hours for Licensable Activities on page 27.

Layout and Operation of Premises

- 6.57 In most cases a licence holder will be able to address the potential problems and detriment to the licensing objectives, through the layout and the operation of the premises.
- 6.58 The authority will encourage all licence holders licensed for off sales to:
- a) Store high strength alcohol behind the shop counter;
 - b) Not store or display any alcohol at the entrance/exit points of the premises;
 - c) Not advertise alcohol in a shop window;
 - d) Not sell single cans of beer or bottles of beer under 1 litre;
 - e) Not sell beer or cider over 5.5% ABV;
 - f) Not store or display any alcohol at or near check-outs; and
 - g) Refuse to sell alcohol to persons known to be persistent offenders (where the offence(s) relates/associated with alcohol) or street drinkers.

Licence Conditions & Reviews

- 6.59 Where there is evidence that the licensing objectives are being compromised or are likely to be compromised, the authority will consider imposing appropriate restrictions on a licence. This may include, although not limited to, restricting the hours for licensable activities, restricting the sale of alcoholic beverages over a specified limit of alcohol by volume and/or of specified quantities.

Late night refreshment exemptions based on designated locations, premises types and times

- 6.60 Paragraph 2A of Schedule 2 to the 2003 Act (as inserted by the Deregulation Act 2015) gives licensing authorities powers to exempt premises, in certain circumstances, from the requirement to have a licence to provide late night refreshment.
- 6.61 This authority has not resolved to exempt any premises from the requirement to have a licence to provide late night refreshment.

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7. Film Classifications

- 7.1 The authority has a statutory obligation to classify films for public screening. The BBFC is the nominated body that classifies films to be exhibited in cinemas on behalf of Licensing Authorities. Films that have not been classified by the BBFC and are to be screened in the borough must be submitted to the authority for classification.
- 7.2 All requests to classify a film must be accompanied by a synopsis of the film and a full copy of the film in DVD or other appropriate format. Requests shall be assessed by officers of the authority against the BBFC guidelines and the licensing objectives. Officers shall view the entire film and make a recommendation with regards to the appropriate classification. Officers do however reserve the right to refer the classification of a film to a licensing sub-committee in instances deemed necessary.
- 7.3 All requests must be submitted at least 28 days before the proposed screening. Failure to submit a request in time may result in the authority being unable to classify the film.

8. Events on Council Land

- 8.1 The Council wishes to encourage cultural and community events across the borough and is aware of the Secretary of States' Guidance around the licensing of public open spaces. In accordance with the provisions of the 2003 Act, the Council has made applications and been granted premises licences for some of its areas of public land.
- 8.2 Persons or organisations wishing to provide a licensable activity on licensed public land are not required to obtain a premises licence *for regulated entertainment* but must obtain a temporary event notice for the sale of alcohol and do need the permission of the Council to put on an event and meet the licencing objectives and conditions. This can help to facilitate events that do require a premises licence, but which would be impractical to arrange, while giving the Council a degree of control over how the event is delivered.
- 8.3 All events will need to demonstrate how they intend to safely deliver their event in line with relevant H&S guidance and Council policy.
- 8.4 The Council may require its Event Safety Advisory Group to consider large scale or high risk events and provide the event organiser advice and guidance which may form part of the agreement.
- 8.5 All event organisers will be required to have in place and present to the Council: Public Liability Insurance to a minimum indemnity value of £5million and a higher level of insurance indemnity may be required, risk assessment, site plan and key contacts list. For larger scale or high risk events a full and detailed event management plan will be required for submission and approval by the Council.
- 8.6 Details on how to apply to host an event on Council land can be found on the Council's website and the following minimum notices periods to be adhered to: Small events (estimated attendance under 500 people) - 1 month notice. Medium events (estimated attendance 500-1000) - 2 months' notice. Large events (estimated attendance over 1000 people) - 3 months. Where the event will impact on external roads then longer periods of notice will be required (see below).

9. Enforcement

- 9.1 In terms of regulation, our aim is to target those premises which are causing problems within our communities whilst supporting well managed premises and community activities, which provide worthwhile opportunities for the enjoyment of leisure time without having a negative impact. Premises associated with disorder, threaten public safety, generate public nuisance, or threaten the well being of our children will be targeted for enforcement action.
- 9.2 Once licensed, it is essential that premises are maintained and operated so as to ensure the continued promotion of the licensing objectives and compliance with the specific requirements of the Act.
- 9.3 The authority will monitor compliance with the licensing objectives through a programme of inspection visits. The proactive inspection visits are risk based so that those premises that are at a higher risk of adversely affecting the licensing objectives are more frequently inspected.
- 9.4 The authority will also establish enforcement protocols with the police and other enforcement agencies to ensure efficient and targeted joint enforcement is undertaken on a regular basis.
- 9.5 This does not prevent action being taken by any individual authority at any time should offences become apparent.
- 9.6 The authority will take in to account its adopted corporate enforcement policy when deciding what appropriate action to take.

Reviews

- 9.7 At any stage, following the grant of a premises licence, a responsible authority, or other person, may ask the authority to review the licence because of a matter arising at the premises in connection with any of the four licensing objectives.
- 9.8 In every case, the application for review must relate to particular premises for which a licence is in existence and must be relevant to the promotion of the licensing objectives.
- 9.9 The necessary forms and documents is available from the authority's website at <http://www.chorley.gov.uk/licensing> or from the licensing section during normal office hours.

Appendix A –Consultees

This document has been developed by the authority in consultation with representatives of the following key stakeholder groups and organisations:

- the chief officer of police for the area;
- the fire and rescue authority for the area;
- each local authority's Director of Public Health in England (DPH);
- persons/bodies representative of local premises licence holders;
- persons/bodies representative of local club premises certificate holders;
- persons/bodies representative of local personal licence holders; and
- persons/bodies representative of businesses and residents in its area.

DRAFT

Appendix B – Responsible Authorities

<p>Licensing Civic Offices Union Street Chorley Lancashire PR7 1AL</p> <p>Telephone: 01257 515151 Email: licensing@chorley.gov.uk Web: www.chorley.gov.uk</p>	<p>Planning Services Civic Offices Union Street Chorley Lancashire PR7 1AL</p> <p>Telephone: 01257 515151 Email: contact@chorley.gov.uk Web: www.chorley.gov.uk</p>
<p>Lancashire Constabulary Licensing Unit: C Division Chorley Police Station St Thomas' Road Chorley Lancashire PR7 1DR</p> <p>Telephone: 01257 246215 Email: centrallicensing@lancashire.pnn.police.uk</p>	<p>Lancashire Fire & Rescue Services Chorley Fire Station Westway, Euxton Chorley Lancashire PR7 6DH</p> <p>Telephone: 01257 262919 Email: rorycrone@lancsfireandrescue.org.uk</p>
<p>Regulatory Services (Health and Safety) Chorley Council Civic Offices Union Street Chorley Lancashire PR7 1AL</p> <p>Telephone: 01257 515151 Email: contact@chorley.gov.uk Web: www.chorley.gov.uk</p>	<p>Regulatory Services (Environmental Health) Civic Offices Union Street Chorley Lancashire PR7 1AL</p> <p>Telephone: 01257 515151 Email: contact@chorley.gov.uk Web: www.chorley.gov.uk</p>
<p>Lancashire Safeguarding Adult Board and Lancashire Safeguarding Children Board, Lancashire County Council, Room D39, County Hall, Preston, PR1 0LD</p> <p>Email: Children.CYPsafeguarding@lancashire.gov.uk</p>	<p>Trading Standards Service Intelligence Management Team 4th Floor Lancashire Point County Hall Preston PR1 8XB</p> <p>Email: Intelligence.Management@lancashire.gov.uk</p>
<p>Home Office Alcohol Licensing Team Lunar House 40 Wellesley Road Croydon CR9 2BY</p> <p>Email: alcohol@homeoffice.gsi.gov.uk</p>	<p>Director of Public Health and Wellbeing Licensing Lancashire County Council Level 1 Christ Church Precinct County Hall Preston PR1 8XB</p> <p>Email: PHLicensing@lancashire.gov.uk</p>
<p>Applications for larger establishments only. For queries on this please call 01257 515151 Health and Safety Executive Redgrave Court Merton Road Bootle Merseyside L20 7HS</p> <p>Tel: 0151 9514000</p>	<p>FOR VESSEL APPLICATIONS ONLY North West Waterways Canal & River Trust Waterside House Waterside Drive Wigan Greater Manchester WN3 5AZ</p> <p>Email: enquiries.northwest@canalrivertrust.org.uk</p>

Appendix C – Pool of Model Conditions

Introduction

The conditions shall not be regarded as “standard conditions” which are to be automatically imposed on premises licences and certificates in all cases. The following are designed to provide a range of possible conditions which may need to be attached to premises licences or club premises certificates, depending upon differing situations.

All conditions attached to a premises licence and club premises certificate must be appropriate and proportionate to the application received.

The wording of the conditions may need to be modified to suit a particular premises and/or situation.

This is not an exhaustive or exclusive list of conditions.

Additional conditions may be drafted and attached to such licences and certificates to meet individual circumstances, both by the applicant in question, any responsible authority, or the Licensing Authority as deemed appropriate.

The majority of conditions refer to the ‘premises licence holder’ however, in some circumstances, it may be more appropriate for the designated premises supervisor to be responsible for complying with the condition. In these circumstances, the conditions can be amended to read ‘the designated premises supervisor or a competent person nominated by the designated premises supervisor’.

C&D – The Prevention of Crime & Disorder | **PN** – The Prevention of Public Nuisance | **CP** – Protection of Children from Harm | **PS** – Public Safety

Reference	Model Condition	Primary Licensing Objective*
Sale of Alcohol		
	There shall be a personal licence holder on duty on the premises at all times when the premises are authorised to sell alcohol.	C&D CP
	No super-strength beer, lagers or ciders of 5.5% ABV (alcohol by volume) or above shall be sold at the premises.	C&D CP
	No single cans or bottles of beer or cider shall be sold at the premises.	C&D CP
	No more than x% of the sales area shall be used at any one time for the sale, exposure for sale, or display of alcohol.	C&D CP
	Sales of alcohol for consumption off the premises shall only be supplied with, and be ancillary to, a take-away meal.	C&D CP

	Alcohol shall only be sold to a person sitting down eating a meal and for consumption with that meal.	C&D
	Alcohol may only be sold to persons having a table meal or those waiting to be seated prior to having a table meal.	C&D
	Alcohol shall be sold to customers by waiter/waitress service only.	C&D
	There shall be no sales of alcohol for consumption off the premises.	C&D CP
	Alcohol consumed outside the premises shall only be consumed by patrons seated at tables.	C&D PN
	Any alcohol supplied for consumption off the premises must be in a sealed container.	C&D
	Substantial food and non-intoxicating beverages, including drinking water, shall be available in all parts of the premises where alcohol is sold or supplied for consumption on the premises during the periods when alcohol is authorised for sale.	C&D
Management of the Premises		
	A 'Winding-down and Dispersal' policy shall be adopted that includes measures to achieve a gradual and orderly dispersal of customers at the end of the trading session. These measures shall commence at least 15 minutes before the bar closes, and shall include slowing down the tempo of music, a significant reduction in the volume of music and announcements requesting customers to leave the premises quietly and respect the peace and quiet of the local residents.	C&D PN
	A direct telephone number for the manager at the premises shall be publicly available at all times the premises is open. This telephone number is to be made available to residents in the vicinity.	C&D PN
	The Designated Premises Supervisor or premises licencs holder shall bring the contents of the licence and licence conditions to the attention of all door supervisors and other staff employed at the premises.	C&D PN CP PS

CCTV		
	<p>A CCTV system consisting of a minimum of x cameras shall be installed at the premises. The CCTV system shall be maintained in good working order, shall record at all times the premises are open and shall correctly time and date stamp the recordings. Recordings shall be kept for not less than 28 days and be provided on DVD to officers of the authority, Trading Standards or Police on request.</p>	C&D
	<p>A staff member from the premises, who is conversant with the operation of the CCTV system, shall be on the premises at all times when the premises are open to the public. This staff member must be able to show the Police or Licensing Officer recent data or footage with the absolute minimum of delay when requested to do so.</p>	C&D
	<p>No alcohol shall be sold if the CCTV equipment is inoperative for any reason.</p>	C&D CP
Radios		
	<p>The premises licence holder shall join the local radio scheme or any similar scheme operating in the town and ensure that:</p> <ul style="list-style-type: none"> • The communication equipment is kept in working order at all times. If the communication equipment breaks the equipment shall be repaired within a reasonable time period; • The communication equipment shall be activated, made available to and monitored by the designated premises supervisor or a responsible member of staff at all times that the premises are open to the public; • Any police instructions/directions are complied with whenever given; and • All instances of crime and disorder are reported via the communication equipment by the designated premises supervisor or a responsible member of staff to an agreed police contact point. 	C&D

Best Practice Scheme		
	The Designated Premises Supervisor shall maintain an active membership of the Chorley Pubwatch (or successor 'pubwatch') including operation of the radio link.	C&D
Door Supervisors		
	A minimum of x SIA licensed door supervisors shall be on duty at the premises at all times it is open to the public [or after xx.xx / until the last admission time for the public].	C&D
	If door supervisors are required to undertake body searches then at least one female supervisor shall be available to undertake the body searches of female customers.	C&D
	A written search policy that aims to prevent customers or staff bringing illegal drugs, weapons or other illegal items onto the premises at any time shall be in place and operate at the premises.	C&D PS
	Where door supervisors are required, the premises licence holder [or Designated Premises Supervisor] shall keep records showing the names of the supervisor, their SIA badge number & expiry date, and the date/time that they were employed. A copy shall be produced to an authorised officer or police constable on request.	C&D
	All staff engaged outside the entrance to the premises, or supervising or controlling queues, shall wear high visibility jackets or vests.	C&D
	For a period of 30 minutes following the closure of the Bar, or until all customers have dispersed from the immediate vicinity if longer, there shall be a minimum of x door supervisors on the street outside the premises wearing high-visibility clothing to ensure the safe, orderly and quiet dispersal of customers in the immediate vicinity.	C&D PN
Hours		
	Consumption of alcohol shall cease [xx] minutes after the time authorised for the sale or supply of alcohol/ provision of licensable activities.	C&D

Entry to Premises		
	No public access to the premises shall occur through the [specify doors/area]. This condition shall not restrict the use of the doors in the event of an emergency.	C&D CP PS
	There shall be no entry or re-entry, other than staff members, to the premises after xx.xx save for customers using the agreed smoking area at the premises.	C&D PN
	On occasions where licensable activities are carried on past xx:xx hours, admission of customers will be restricted to [enter restriction e.g. a particular entrance, a particular area of the licensed premises etc].	C&D
	In relation to the specified function room there shall be no admission after x other than to: (1) residents of the hotel and their bona fide guests; or (2) persons attending the pre-booked function	C&D
	All functions in the <i>specified function room</i> shall be pre- booked or ticketed events.	C&D PN
	No events solely for those under 18 will be permitted on the premises.	C&D CP
	The rules of admission to the premises shall be clearly and prominently displayed at each entrance to the premises.	C&D CP
Alcoholic Containers		
	No glass bottles containing beverages of any kind, whether open or sealed, shall be given to customers on the premises whether at the bar or by staff serving away from the bar.	C&D PS
	No customers carrying open or sealed bottles shall be admitted to the premises at any time that the premises is open to the public.	C&D
	The premises licence holder/designated premises supervisor shall ensure that no customers take glasses or open bottles from the premises other than into the outside area shown and edged [red] on the plan forming part of the premises licence.	C&D PN
	The premises licence holder shall ensure that only plastic or toughened glass containers will be used for the supply of beverages.	C&D

	There shall be no sale of alcohol in unsealed containers for consumption off the premises.	C&D
Notices/Signage		
	The premises licence holder shall ensure that a sign, indicating the hours during which licensable activities are permitted to take place, is displayed in, on or immediately outside the premises in a position where the notice can be conveniently read by members of the public.	C&D PN
	The premises licence holder shall ensure that a sign, detailing any restrictions on the admission of children, is displayed on or immediately outside the premises in a position where the notice can be conveniently read by members of the public.	CP
Drugs		
	The Designated Premises Supervisor shall complete/attend a recognised 'drug awareness' training course [within **** weeks/by **** date, or the DPS shall have completed/attended such training].	C&D
	Staff shall be provided with 'drug awareness training', and be briefed on the drugs policy applicable to the premises.	C&D
	Any person found with illegal drugs must be reported to a police officer immediately.	C&D
	Whilst licensable activities are taking place, the toilets at the premises shall be checked at least hourly for illegal drug use or supply. A written log of all checks shall be kept at the premises for not less than 28 days and made available for immediate inspection on the request of an authorised officer or police constable.	C&D
Promotions		
	There shall be no promotional sales of alcohol at the premises where alcohol is sold at a price lower than that at which the same or similar alcoholic drinks are sold, or usually sold, at the premises.	C&D

	There shall be no payment made by or on behalf of the licence holder to any person for bringing customers to the premises.	C&D
	28 days' notice shall be given to Lancashire Constabulary and the licensing authority of any events held which are organised by an outside promoter, including full details of the nature of the event and of the promoter.	C&D
Records		
	<p>An incident log shall be kept at the premises and made available on request to the Police or an authorised officer of the authority. The log will record the following:</p> <ul style="list-style-type: none"> • all crimes reported to the venue • all ejections of customers • any incidents of disorder (disturbance caused either by one person or a group of people) [There is no requirement to record the above incidents (a), (b) or (c) where they do not relate to a licensable activity] • seizures of drugs or offensive weapons • any faults in the CCTV system or searching equipment or scanning equipment • any refusal of the sale of alcohol during 	C&D
Premises Layout		
	<p>The following alcoholic beverages shall be placed behind a staffed counter:</p> <ul style="list-style-type: none"> • mixed alcoholic beverages under 10% a.b.v. • beers or ciders over 5.5% a.b.v.; and • all spirits in bottles less than 70cl. 	C&D CP
	At least x members of staff shall be on duty on the shop floor between **** hours until closing time	C&D
	The physical location of alcohol displays shall be in an area within sight of staff as identified on the plan of the premises annexed to the licence.	C&D CP
	The XX area shall be designated as a "chill-out" area whilst music and dancing are permitted on the premises which shall include adequate ventilation or fresh air; ready access to free drinking water; suitable seating accommodation; and access to First Aid facilities	C&D

	Seating for no less than [specify number] persons shall be provided in the premises at all times the premises are [specify "open" or "are providing any licensable activity"].	C&D
Use of Outdoor Area		
	The designated premises supervisor shall ensure that tables are cleared of all bottles and glasses on a regular basis during trading hours to avoid an accumulation of glassware.	C&D PN
	Customers shall not be permitted to drink outside the premises save for in any seated area authorised under a pavement licence.	C&D PN
Disabled People		
	The premises licence holder shall ensure that, when disabled people are present, adequate arrangements exist to enable their safe evacuation in the event of an emergency and that disabled people on the premises are made aware of those arrangements.	PS
First Aid		
	The premises licence holder shall ensure that an adequate and appropriate supply of first aid equipment and materials is available on the premises and at least one suitably trained first aider shall be on duty when the public are present and if more than one suitably trained first aider that their respective duties are clearly defined.	PS
	The Licensee shall ensure that at all times the public is present there is at least one competent person able to administer First Aid, that an adequate and appropriate supply of First Aid equipment and materials is available on the Premises and that adequate records are maintained in relation to the supply of any First Aid treatment.	PS
Special Effects		
	Any special effects or mechanical installation should be arranged and stored so as to minimise any risk to the safety of the audience, performers and staff.	PS

	<p>The following special effects will only be used on 10 days prior notice being given to the Licensing Authority and Environmental Health where consent has not been previously been given:</p> <ul style="list-style-type: none"> • dry ice machines and cryogenic fog • smoke machines and fog generators • pyrotechnics including fireworks • real flame • fire arms • motor vehicles • strobe lighting • lasers • explosives and highly flammable substances 	PS
	<p>These special effects must only be used on the provision of a suitable and sufficient risk assessment and prior notification to the Licensing Authority and Environmental Health.</p>	PS
	<p>All escape routes and exits shall be kept unobstructed, in good order with non-slippery and even surfaces, free of trip hazards and clearly identified.</p>	PS
	<p>All exit doors shall be regularly checked to ensure that they function satisfactorily and a record of the checks shall be kept on the premises.</p>	PS
<p>Noise Nuisance (regulated entertainment)</p>		
	<p>The lobby doors at the premises shall be kept closed except for access and egress during the provision of regulated entertainment. Door staff, where employed, shall ensure that the doors are maintained closed as far as possible when regulated entertainment is taking place.</p>	PN
	<p>A noise limiting device shall be installed, fitted and maintained in such a manner so as to control all sources of amplified music at the premises during the provision of regulated entertainment. The noise limiting device shall be set at a limit determined by the Local Authority's Authorised Officer, such level being confirmed in writing to the premises licence holder.</p>	PN
	<p>Whenever any regulated entertainment occurs past 22:00 indoors all windows and doors shall be kept shut during these activities.</p>	PN

	Loudspeakers shall not be located in the entrance lobby, [or specify another location if appropriate] or outside the premises.	PN
	Live music shall be provided by no more than two (2) performers on any day.	PN
	After 23:00 hours all windows shall be closed and remain closed.	C&D PN
	Unless otherwise specified on this licence, no regulated entertainment shall take place at the premises with the exception of pre-booked private events limited to the provision of music and dancing for pre-invited guests.	C&D PN
	Where any regulated entertainment occurs at the premises, the Designated Premises Supervisor, or a person nominated by them, will ensure that noise from such activities is effectively inaudible inside the nearest noise sensitive premises.	PN
Noise Nuisance (people)		
	Prominent, clear notices shall be displayed at [all exits / in the beer garden] requesting customers to respect the needs of local residents and leave the premises and the area quietly.	PN
	The premises licence holder shall monitor the activity of persons leaving the premises [after xx:xx/are closed to the public] and remind them of their public responsibilities where necessary.	PN
	Customers permitted to temporarily leave and then re- enter the premises e.g. to smoke, shall not be permitted to take drinks or glass containers with them.	C&D PN
	Deliveries to the premises shall only be made between **:.** hours and **:.** hours on Mondays to Saturdays only.	PN
	The pavement from the building line to the kerb edge immediately outside the premises, including gutter/channel at its junction with the kerb edge, shall be swept and or washed, and litter and sweepings collected and stored in accordance with the approved refuse storage arrangements.	PN
Lighting		

	The premises licence holder shall ensure that, in the absence of adequate daylight, the lighting in any area accessible to the public, members or guests shall be fully operational when the public, members or guests are present.	C&D PS
	Internal and external lighting provided for the purpose of customer and staff safety and for the security of the premises shall be positioned so as not to cause nuisance to neighbouring or adjoining properties.	PN
	Lighting associated with regulated entertainment shall be positioned so as not to cause nuisance to neighbouring or adjoining properties.	PN
	Lighting provided externally to promote advertising of the premises or activities associated with the premises shall be of an intensity such as not to cause nuisance to neighbouring or adjoining properties.	PN
Open Spaces		
	The area within which alcohol is served or consumed shall be clearly and effectively delineated using barriers, ropes, or similar so that the extent of the Designated Place where the licensable activity is temporarily permitted shall be clearly defined and notices shall be conspicuously placed in the area.	C&D PN
	Music noise levels from outdoor regulated entertainment must not exceed those defined in the Code of Practice on Environmental Noise Control at Concerts' (The Noise Council 1995 ISBN 0 900103	PN
	Use of the outdoor area will cease at 23:00 everyday.	PN
Other Nuisance		
	A public refuse bin shall be installed outside the premises subject to any necessary planning permission or listed building permission.	PN
	The premises licence holder shall ensure that any queue to enter the premises which forms outside the premises is orderly and supervised by door staff so as to ensure that there is no public nuisance or obstruction to the public highway.	C&D PN
Litter		

	At the termination of business on each day the outside area immediately to the front of and adjacent to the premises shall be cleared of debris and litter.	PN
Other		
	In cases of an event involving a significant number of unaccompanied children, the premises licence holder shall have a child protection policy in place to carry out suitable checks on staff before they take up employment.	CP
	A Challenge [21/25/or any other suitable age] policy shall be operated at the premises at all times. All staff shall require identification of all customers who appear to be less than [21/25/ or any other suitable age] years old and wish to purchase alcohol. Acceptable proof of age will be a PASS approved proof of age card, UK passport or a UK photographic driving licence.	CP
	Challenge [21/25/ or any other suitable age] materials shall be displayed at the premises, including at the point of sale of alcohol, to inform customers of the operation of the scheme.	CP
	A log shall be kept at the premises and record all refused sales of alcohol for reasons that the person(s) is, or appears to be, under x years of age. The log shall record the date and time of the refusal and the name of the member of staff who refused the sale. The log will be made available on request by the Police or an authorised officer of the authority.	CP
	Children under the age of x years shall not be allowed on the premises after **:.** hours unless accompanied by an adult.	CP
	Children under the age of x years shall not be allowed on the premises.	CP
	No single cans or bottles of beer or cider shall be sold at the premises.	C&D CP
	Clearly visible signage is to be displayed at the entrances and at points of sale indicating it is illegal to sell alcohol to people under the age of 18.	CP
	The licence holder or the licence holders, servants, or agents, shall ensure that no flyposting is undertaken by the licence holder or on behalf of the licence holder in respect of any performance or event taking place at the premises.	PN C&D

Queuing		
	Any designated queuing area shall be enclosed within appropriate barriers to ensure that the highway is kept clear.	C&D
Dispersal		
	A minimum 30 minute 'drinking-up' time shall be provided to allow appropriate dispersal, use of lavatories etc.	C&D PN
	A written dispersal policy shall be in place and implemented at the premises to move customers from the premises and the immediate vicinity in such a way as to cause minimum disturbance or nuisance to neighbours.	C&D CP
	Freephones or payphones shall be made available to all customers and have displayed contact telephone numbers for selection of hackney carriages and private hire services.	PN
Boxing & Wrestling		
	At least 28 days' notice of any event involving boxing or wrestling entertainment events shall be provided to the licensing authority.	C&D

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21.L.6 Minutes of meeting Wednesday, 1 September 2021 of General Licensing Sub-Committee

Resolved:

That the minutes of the meeting held Wednesday, 1 September 2021 are approved as a correct record for signing by the Chair.

21.L.7 Minutes of meeting Monday, 29 March 2021 of Licensing Act 2003 Sub-Committee

Resolved:

That the minutes of the meeting held Monday, 29 March 2021 are approved as a correct record for signing by the Chair.

21.L.8 Minutes of meeting Thursday, 13 May 2021 of Licensing Act 2003 Sub-Committee

Resolved:

That the minutes of the meeting held Thursday, 13 May 2021 are approved as a correct record for signing by the Chair.

21.L.9 Minutes of meeting Tuesday, 17 August 2021 of Licensing Act 2003 Sub-Committee

Resolved:

That the minutes of the meeting held Tuesday, 17 August 2021 are approved as a correct record for signing by the Chair.

21.L.10 Minutes of meeting Thursday, 9 September 2021 of Licensing Act 2003 Sub-Committee

Resolved:

That the minutes of the meeting held Thursday, 9 September 2021 are approved as a correct record for signing by the Chair.

21.L.11 Introduction of New Statement of Licensing Policy under the Licensing Act 2003

The Committee considered a report of the Director of Planning and Development which sought to advise members of the statutory review of the Council's Statement of Licensing Policy under the Licensing Act 2003, and sought approval of the policy to full

Council.

The Enforcement Team Leader explained that the Licensing Act 2003 requires a licensing authority to publish a statement of licensing policy every five years. The last policy was issued in November 2016 and had served the authority well. However, this policy was now due to expire so work had been undertaken to redraft the policy, taking into consideration the experience gained over the last few years.

Members noted a number of new policy areas had been included in the policy, such as core hours for licensable activities, code of practice for drinks promotions and a pool of model conditions.

Members thanked the Enforcement Team Leader for his work on the policy and welcomed the changes, namely the list of conditions which could be used in the future. This would give the trade and members guidance on what conditions could be implemented.

In response to a member enquiry, the Enforcement Team Leader advised that CCTV was not mandatory for premises. However, for most premises the Police would require the addition of a CCTV condition or would consider making a representation against a premise that does not propose to have CCTV.

Resolved:

1. The Licensing and Public Safety Committee gave due consideration the report, the draft policy and the responses received during consultation and recommend to Council that the policy is approved and implemented from the 17 November 2021.

Chair

Date

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Report of	Meeting	Date
Deputy Chief Executive (Introduced by the Executive Leader)	Council	Tuesday, 16 November 2021

Changes to Council Appointments

Is this report confidential?	No
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Is this decision key?	Not applicable
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Purpose of the Report

1. To seek the Council's approval for changes to appointments to Chorley Public Service Reform board following its amalgamation with the South Ribble Partnership.

Recommendations to Council

2. That the Leader of the Council is appointed to Chorley and South Ribble Partnership Executive.

Reasons for recommendations

3. The recent development of a joint Chorley and South Ribble Partnership has resulted in the need to update the appointment of the Council's representative to the new partnership structure

Other options considered and rejected

4. No other options have been considered as the appointment of the Leader is to continue the existing practise of the key partnership body including the Leader of the Council as part of the Partnership's role to lead in key strategic decisions and priorities with partner organisations.

Corporate priorities

5. The report relates to the following corporate priorities:

Involving residents in improving their local area and equality of access for all		A strong local economy	
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Clean, safe and healthy communities	An ambitious council that does more to meet the needs of residents and the local area	X
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Background to the report

- 6. At the Council meeting on Tuesday, 18 May 2021 the appointments to committees were agreed.
- 7. This report outlines the new structure of Chorley and South Ribble Partnership which replaces the previous South Ribble Partnership to which the Leader of the Council was appointed together with Councillors Margaret France, Steve Holgate and Martin Boardman.

Chorley and South Ribble Partnership

- 8. As part of the delivery of the Corporate Strategy for 2020/21, the existing South Ribble Partnership and Chorley Public Service Reform Board came together to consider whether there was opportunity to develop as a joint partnership to cover both districts,
- 9. In September 2021, through mutual agreement, the Chorley and South Ribble Partnership was established with a new governance structure.
- 10. The governance structure sets out an executive board which will be chaired on rotation by the Leader of each Council. The Partnership determined that in 2021 to September 2022 it would be chaired by South Ribble.
- 11. Due to the nature of the partnership and its role to work with partners on key strategic issues around the delivery of local services and economy, it is recommended that the Leader is appointed so that they may take up the position as Vice Chair for the next 12 months and following that Chair of the Partnership.
- 12. No other councillors are recommended to be appointed. As part of the governance structure and membership, the Executive board is limited to just one member from each council, with the recommended member being the Leader.

Climate change and air quality

- 13. The work noted in this report does not impact the climate change and sustainability targets of the Council’s Green Agenda and all environmental considerations are in place.

Equality and diversity

- 14. None as a result of this report.

Risk

- 15. None as a result of this report.

Comments of the Statutory Finance Officer

16. There are no direct financial implications of this report.

Comments of the Monitoring Officer

17. There are no concerns with this report from a Monitoring Officer perspective. The report is necessary as a consequence of the development of a joint Chorley and South Ribble partnership.

Background documents

There are no background papers to this report

Appendices

There are no appendices to this report

Report Author:	Email:	Telephone:	Date:
Howard Anthony (Performance and Partnerships Team Leader)	howard.anthony@chorley.gov.uk	(01772) 625625	28/10/2021

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Report of	Meeting	Date
Director of Planning and Development (Introduced by Executive Member for Economic Development and Public Service Reform)	Council	Tuesday, 16 November 2021

Is this report confidential?	Yes/Partly/ No
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Is this decision key?	Not applicable
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Procurement of Plan-Making Capacity for the Central Lancashire Local Plan

Purpose of the Report

1. To outline plans to use the Scape Framework and contract with Perfect Circle to accelerate the preparation of the Central Lancashire Local Plan.

Recommendations to Council

2. To approve the allocation of an additional budget of £300,000 to the Local Plan Programme to be used for the purchase of essential plan-making resources. To note that the Council's share of this is £100k.
3. That Chorley Council develop an agreement for Professional Services to be delivered by Perfect Circle, agreeing a schedule of tasks, programme, and associated costs, and agreeing any suppliers to be subcontracted to deliver some of the work.
4. The agreement is delivered under the existing NEC (Professional Services Contract) Option G. contract which is already in place between the Council and Perfect Circle to a maximum initial value of £200,000 with defined outputs, timescale, and contractual performance measures.

5. Any further requirement for budget above £200,000 is subject to approval by the Executive Member with full details of breakdown of spend.
6. The final contract award including value, task schedules and programme is delegated to approval by Executive Member Decision
7. That equal contributions (i.e. one third) of the total costs of the framework contract value are collected from Preston and South Ribble Councils.

Reasons for recommendations

8. There have been delays to the preparation of the Central Lancashire Local Plan which have been in part as a result of a shortage of qualified Planning Policy officers to fill the vacant posts which make up 50% of the Local Plan team.
9. The three Councils continue to be subject to speculative applications for development leading to S78 Planning Appeals which absorb officer capacity and cost money to defend. It is crucial that capacity is injected into the programme to accelerate the process to lead to the adoption of a new Local Plan as soon as is feasible.

Other options considered and rejected

10. A further round of recruitment was considered however this is unlikely to be successful and given the lost traction, it would not be sufficient to get the programme back on course for submission and/or adoption by December 2023.

Corporate priorities

11. The report relates to the following corporate priorities: (please bold all those applicable):

Involving residents in improving their local area and equality of access for all	X	A strong local economy	X
Clean, safe, and healthy communities	X	An ambitious council that does more to meet the needs of residents and the local area	X

Background to the report

12. The three councils Chorley, Preston and South Ribble committed to developing a single Central Lancashire Local Plan in 2018 and a single, jointly funded team was established to lead on the work, with additional capacity fed in from the three ‘home’ planning policy teams. There are many advantages to undertaking a joint plan not least the sharing of costs but also in ensuring strategic fit, aligned to the single housing market area, economy, and future distribution of growth.
13. The steps for developing a new local plan are laid down in statute and include a series of consultations as well as requiring comprehensive testing of all policy and site proposals for sustainability and viability. Good progress had been made with Issues and Options Consultation taking place in 2018/2019 prior to the Covid pandemic and then a series of other challenges to the work not least staffing, which has led to a slowing of progress.

The Local Develop Scheme (LDS) which is a published programme we are required to have in place, is now out of date and there is a need to publish a refreshed one.

14. In order to do this, we must have the resources in place to deliver the work. The timeline below is that which is included within the programme provided to Perfect Circle, who indicated it is very challenging and may need to be subject to negotiation if we are to secure a supplier.
15. The existing Chorley Local Plan runs until 2026 and includes only a limited supply of remaining sites for the development for housing which is a position now subject to exploitation by developers seeking to develop sites not allocated for housing, in particular sites Safeguarded for future development.
16. There is no set timeframe within which a new Local Plan should be developed and the work can take a number of years given the evidence base and consultation steps required, however a Written Ministerial Statement published in January 2021 confirmed the requirement that *all local authorities be to have up-to-date Local Plans in place by December 2023*. Therefore, this is the timeframe we must work towards and is the key driver for accelerating the programme and investing in additional resources. It is worth noting that as a new Local Plan emerges and travels through its preparation stages, it can be attributed increasingly more weight in planning decisions. Therefore, this provides additional impetus to prepare a new plan and achieve the next key milestone of Preferred Options in 2022.
17. It is envisaged this procurement will significantly boost capacity and accelerate the local plan-making, to achieve a number of key objectives:
 - Achieve Preferred Options Consultation in early 2022
 - Produce a draft Central Lancashire Local Plan document (the basis of Preferred Options Regulation 18 consultation) which will carry material weight in planning decisions and most crucially, planning inquiries.
 - Send a strong message out that the Central Lancashire Local Plan is being accelerated with significant investment being made to deliver it quickly, despite the national shortage of qualified planning staff and against tide of S78 appeals.
 - Reaffirm the commitment of the three Councils to a joint Development Plan and a strategic approach to growth including housing.

Task Schedules

18. There are 8 schedules of work proposed for commission and these include:
 - Evidence assembly
 - Policy Preparation
 - Duty to Cooperate
 - SIA and HRA
 - Infrastructure
 - Preferred Option
 - Reg 18 Consultation Preferred Options
 - Reg 19 Consultation Publication
19. The tasks outlined involve the bulk of plan and policy writing, evidence analysis, coordination of engagement and preparation of key documentation .The Local Planning Authorities/officers will retain key duties and responsibilities including ; all political engagement in writing and physical, attending meetings with stakeholders/statutory

consultees etc (i.e. Duty to cooperate), liaison with the Planning Inspectorate, liaison with press/media, response to all FOIs/enquiries from land owners/agents/promoters etc, design/copy and hard copy printing of materials , producing written council reports and seeking necessary approvals, commissioning external evidence where identified , self-assessment of tests of soundness of the plan, commissioning of the EIP programme Officer and Counsel , coordination/management of the EIP including liaison with the Inspector , and contract management of consultants commissioned outside of this contract

Scape Framework

20. The Scape Consultancy Procurement Contract Notice includes CPV Code 7140000 which is Urban Planning Services and Perfect Circle are the selected partner for this scope of work. It is considered that the proposal is compliant with the core services under the framework. Chorley Council would be contracting with Perfect Circle, which would be operating under the umbrella of Scape.
21. Officers met with Bill Worsley, Regional Account Manager for Scape and Emma Noble, Regional Lead for the North and it was agreed the scope of works is suitable and can be delivered by Perfect Circle and their suppliers. One supplier has confirmed they are interested in delivery of the packages of work. Scape and Perfect Circle are fully committed to securing social value and confirmed part of the contract development will include agreeing on the measures and outcomes for social value delivery as part of the commission.

Corporate Procurement Rules

22. The use of framework agreements without the need for a separate procurement process is provided for within Contracts Procedure Rules at CPR 31.4. The Scape framework agreements are fully compliant with Public Contracts Regulations and have been procured via a competitive tendering exercise following advertisement in OJEU. Scape have confirmed that the project is within framework scope with Perfect Circle appointed to project manage the requirement. A 3% fee is built into the framework. This is payable by Perfect Circle and is included in their OHPP (Overheads, People costs & profit) costs.
23. The work to deliver planning policy work would come under Lot 1. Under this framework and Perfect Circle have performed similar tasks for St. Helens Council and others. Perfect Circle have excellent experience of writing policies which have included an element of Community consultation/surveys/engagement.
24. Our Corporate Procurement Rule 31.4 states that *Where the Council has entered into a Framework Agreement through procurement or is able to place orders from existing Framework Agreements procured by central government agencies, public sector consortia, other local authorities or other third parties, then the Council may benefit from using those contracts without entering into a full, separate procurement.*

Option G Term Service Contract

25. There are contracting options and colleagues suggested that an NEC (PSC) Option G contract would be appropriate to provide some flexibility in the programme of work. This is promoted as *the easiest and most efficient way to draw down professional services using simple Task Orders that define the scope of services, timescales, and fee arrangements.*

26. This is an NEC arrangement with a broad sweeping statement of services to be provided and a delivery agreement sitting underneath, which is task based with associated cost to those tasks and is flexible in that work can be added as required.

Timeframe

27. The development of the agreement will require the supplier to commit to a clearly defined programme timetable and whilst this is subject to negotiate following this approval to allocate a budget and enter into those negotiations, key milestones which include Preferred Options in 2022 and adoption as close to December 2023 as possible will be the clear aims.

Climate change and air quality

28. The work noted in this report impacts positively on the climate change and sustainability targets of the Councils Green Agenda and all environmental considerations are in place. The new Local Plan will play a crucial role in securing net biodiversity gain and maximising opportunities to deliver zero carbon development, promotion of zero or low carbon transport, reducing or eliminating flood risk and improving the quality of the air.

Equality and diversity

29. There are no impacts or implication for Equality Act provisions.

Risk

30. The identified risks with these proposals and mitigation steps taken are;
- a) that Chorley Council will be the contracting Council and will have to recoup two thirds of this cost back from South Ribble and Preston Councils. Verbal commitments have been obtained from these councils to proceed and to incur the expenditure, with written confirmation to follow prior to the meeting on 16th November 2021.
 - b) That potential consultant suppliers have existing commercial interests in the local plan process (for example, promoting potential development sites for future allocation in the Central Lancashire area). All suppliers are cross checked to ensure there are no conflicts of interest and the terms of the contract would ensure this during the course of the work.
 - c) that due to the volume of the work, the suppliers are unable to deliver to the required timeframe or become reliant on partners or third parties for contributory work (for example, the Lancashire County Council on Transport or Education Provision). The contractual programme will be negotiated based on what is realistic and deliverable. Risk to that programme slipping will be mitigated by robust contract performance measures and overall programme management by the Local Plan Coordinator. In the event that the Framework supplier is wholly unable to deliver the package of work, the use of agency staff and or further attempt to recruit permanent staff would need to be revisited.

Comments of the Statutory Finance Officer

31. It is proposed, subject to confirmation of funding from Preston Council, that the £300k budget is split evenly amongst the three Councils. The £100k funding for Chorley Council will come from in year 2021/22 underspends.

Comments of the Monitoring Officer

32.

In this instance the Council will be proceeding by way of a Framework Agreement – namely the Scape Framework. This approach is permitted by Contract Procedure Rules. It is noted that other councils have used the specific agreement for similar purposes. The final contract award is delegated for approval by way of an Executive Member Decision. A formal contract will be entered into after that.”

Appendices

Appendix A Perfect Circle Option G Explanatory Note

Appendix B SCAPE NEC Option G Term Contract

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Option G

There are many ways clients can engage Perfect Circle through the BECS framework; one of these is an Option G, Term Service Contract.

What is an Option G?

An Option G, under the NEC3 Professional Services Contract provides an overarching arrangement that allows clients to:



- Call off professional services on a **flexible** and **non-committal basis** over a longer term, enabling continuity and consistency of delivery after the expiry of the framework on 4th January 2021.
- Call off a defined programme of works as **individual projects** or **activities** documented in a Task Schedule which is appended to the overarching Option G Contract.
- Call off professional services on a defined project on a progressive **phase-by-phase basis**, with Purchase Orders instructing services captured in Task Orders in line with the Task Schedule.
- Combine the above to provide a **flexible call off arrangement** to cover professional services across complex property transformation, regeneration or rationalisation programmes.
- **Retain complete control:** there is no obligation on clients to draw down any services, at any time, or to the full specification/amount stated in the Task Schedule.

What are the benefits?



- It's the **quickest** and **simplest** way to commission professional services and support, once the overarching contract and schedule of services is in place.
- We undertake the same **performance** management and ensure the same procurement **compliance** as all other contract types under the framework, assured by regular audits.
- The duration of the arrangement can be directly aligned with the timescale of the project/programme, or for a **longer term** to provide **greater continuity** and **certainty**.
- Through the Option G arrangement, we can provide a **long-term** platform on which **effective strategic partnership** arrangements and service/personnel continuity can be established and maintained. Clients can still align individual Task Orders to annual budgets to retain effective financial management.

It is the easiest and most efficient way to draw down professional services using simple Task Orders that define the scope of services, timescales and fee arrangements.

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Professional Services Contract

This contract should be used for the appointment of a supplier to
provide professional services

An NEC document

June 2005
(with amendments June 2006)

OGC endorsement of NEC3

OGC advises public sector procurers that the form of contract used has to be selected according to the objectives of the project, aiming to satisfy the Achieving Excellence in Construction (AEC) principles.

This edition of the NEC (NEC3) complies fully with the AEC principles. OGC recommends the use of NEC3 by public sector construction procurers on their construction projects.

NEC is a division of Thomas Telford Ltd, which is a wholly owned subsidiary of the Institution of Civil Engineers (ICE), the owner and developer of the NEC.

The NEC is a family of standard contracts, each of which has these characteristics:

- Its use stimulates good management of the relationship between the two parties to the contract and, hence, of the work included in the contract.
- It can be used in a wide variety of commercial situations, for a wide variety of types of work and in any location.
- It is a clear and simple document – using language and a structure which are straightforward and easily understood.

NEC3 Professional Services Contract is one of the NEC family and is consistent with all other NEC3 documents. Also available are the Guidance Notes and Flow Charts.

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SCHEDULE OF OPTIONS

The strategy for choosing the form of contract starts with a decision between four main Options, one of which must be chosen.

Option A	Priced contract with activity schedule
Option C	Target contract
Option E	Time based contract
Option G	Term contract
Note	Options B, D and F are not used
	One of the following dispute resolution Options must be selected to complete the chosen main Option.
Option W1	Dispute resolution procedure (used unless United Kingdom Housing Grants, Construction and Regeneration Act 1996 applies).
Option W2	Dispute resolution procedure (used in the United Kingdom when the Housing Grants, Construction and Regeneration Act 1996 applies).
	The following secondary Options should then be considered. It is not necessary to use any of them. Any combination other than those stated may be used.
Option X1	Price adjustment for inflation
Option X2	Changes in the law
Option X3	Multiple currencies (used only with Options A and G)
Option X4	Parent company guarantee
Option X5	Sectional Completion (not used with Option G)
Option X6	Bonus for early Completion (not used with Option G)
Option X7	Delay damages
Option X8	<i>Collateral warranty agreements</i>
Option X9	Transfer of rights
Option X10	<i>Employer's Agent</i>
Option X11	Termination by the <i>Employer</i>
Option X12	Partnering
Option X13	Performance bond
Option X18	Limitation of liability
Option X20	Key Performance Indicators (not used with Option X12)
Option Y	The following Options dealing with national legislation should be included if required.
Option Y(UK)2	The Housing Grants, Construction and Regeneration Act 1996
Option Y(UK)3	The Contracts (Rights of Third Parties) Act 1999
Option Z	<i>Additional conditions of contract</i>
Note	Options X14 to X17, X19 and Y(UK)1 are not used.

AMENDMENTS JUNE 2006

Professional Services Contract

The following amendments have been made to the June 2005 edition.

Page	Clause	Line
10	32.1	4 deleted: 'and of notified early warning matters'
17	70.4	2 'otherwise' inserted after 'stated'
23	50.4	1 'of Time Charge made by the <i>Consultant</i> replaced by 'for staff whose <i>staff rate</i> is stated in the Contract Data' 3 'him' replaced by 'the <i>Consultant</i> '
25	50.4 50.5	1 '50.4' replaced by '50.5' 1 'of Time Charge made by the <i>Consultant</i> replaced by 'for staff whose <i>staff rate</i> is stated in the Contract Data' 3 Deleted 'Such payments are converted to the <i>currency of this contract</i> in order to calculate the <i>Consultant's</i> share using the <i>exchange rates</i> ' 3 'him' replaced by 'the <i>Consultant</i> '
26	50.4 50.6	1 '50.4' replaced by '50.6' 1 'Payments of Time Charge made by the <i>Consultant</i> ' replaced by 'Payments for ● staff whose <i>staff rate</i> in the Contract Data or ● items whose prices in the Task Schedule are stated' 3 'him' replaced by 'the <i>Consultant</i> ' 3 Deleted 'Such payments are converted to the <i>currency of this contract</i> in order to calculate the <i>Consultant's</i> share using the <i>exchange rates</i> '
42	Contract Data Part one, 1.	3 added, '(with amendments June 2006)'
43	Contract Data Part one, 3.	1 '● The <i>Consultant</i> submits revised programmes at intervals no longer than weeks' inserted after '● The <i>starting date</i> is
50	Contract Data Part two.	'If Option A or C is used ● The tendered total of the Prices is' is inserted at the end of the Contract Data

CORE CLAUSES

1 General

Actions	10	
	10.1	The <i>Employer</i> and the <i>Consultant</i> shall act as stated in this contract and in a spirit of mutual trust and co-operation.
Identified and defined terms	11	
	11.1	In these conditions of contract, terms identified in the Contract Data are in italics and defined terms have capital initials.
	11.2	(1) The Accepted Programme is the programme identified in the Contract Data or is the latest programme accepted by the <i>Employer</i> . The latest programme accepted by the <i>Employer</i> supersedes previous Accepted Programmes. (2) Completion is when the <i>Consultant</i> has <ul style="list-style-type: none"> • done all the work which the Scope states he is to do by the Completion Date and • corrected Defects which would have prevented the <i>Employer</i> from using the <i>services</i> and Others from doing their work. <p>If the work which the <i>Consultant</i> is to do by the Completion Date is not stated in the Scope, Completion is when the <i>Consultant</i> has done all the work necessary for the <i>Employer</i> to use the <i>services</i> and for Others to do their work.</p>
		(3) The Completion Date is the <i>completion date</i> unless later changed in accordance with this contract.
		(4) The Contract Date is the date when this contract came into existence.
		(5) A Defect is a part of the <i>services</i> which is not in accordance with the Scope or the applicable law.
		(6) A Key Date is the date by which work is to meet the Condition stated. The Key Date is the <i>key date</i> stated in the Contract Data and the Condition is the <i>condition</i> stated in the Contract Data unless later changed in accordance with this contract.
		(7) Others are people or organisations who are not the <i>Employer</i> , the <i>Consultant</i> , the <i>Adjudicator</i> or any employee, Subconsultant or supplier of the <i>Consultant</i> .
		(8) The Parties are the <i>Employer</i> and the <i>Consultant</i> .
		(9) To Provide the Services means to do the work necessary to complete the <i>services</i> in accordance with this contract and all incidental work, services and actions which this contract requires.

(10) The Risk Register is a register of the risks which are listed in the Contract Data and the risks which the *Employer* or the *Consultant* has notified as an early warning matter. It includes a description of the risk and a description of the actions which are to be taken to avoid or reduce the risk.

(11) The Scope is information which either

- specifies and describes the *services* or
- states any constraints on how the *Consultant* Provides the Services

and is either

- in the documents which the Contract Data states it is in or
- in an instruction given in accordance with this contract.

(12) A Subconsultant is a person or organisation who has a contract with the *Consultant* to provide part of the *services*.

(13) The Time Charge is the sum of the products of each of the *staff rates* multiplied by the total staff time appropriate to that rate properly spent on work in this contract.

Interpretation and the law 12

- 12.1 In this contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter.
- 12.2 This contract is governed by the *law of the contract*.
- 12.3 No change to this contract, unless provided for by the *conditions of contract*, has effect unless it has been agreed, confirmed in writing and signed by the Parties.
- 12.4 This contract is the entire agreement between the Parties.

Communications 13

- 13.1 Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded. Writing is in the *language of this contract*.
- 13.2 A communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the address of the recipient stated in the Contract Data.
- 13.3 If this contract requires the *Employer* or the *Consultant* to reply to a communication, unless otherwise stated in this contract, he replies within the *period for reply*.
- 13.4 The *Employer* replies to a communication submitted or resubmitted to him by the *Consultant* for acceptance. If his reply is not acceptance, the *Employer* states his reasons and the *Consultant* resubmits the communication within the *period for reply* taking account of these reasons. A reason for withholding acceptance is that more information is needed in order to assess the *Consultant's* submission fully.
- 13.5 The *Employer* may extend the *period for reply* to a communication if the *Employer* and the *Consultant* agree to the extension before the reply is due. The *Employer* notifies the *Consultant* of the extension which has been agreed.
- 13.6 The *Consultant* retains copies of drawings, specifications, reports and other documents which record the *services* for the *period for retention*. The copies are retained in the form stated in the Scope.
- 13.7 A notification which this contract requires is communicated separately from other communications.

	13.8	The <i>Employer</i> may withhold acceptance of a submission by the <i>Consultant</i> . Withholding acceptance for a reason stated in this contract is not a compensation event.
Acceptance	14	
	14.1	The <i>Employer's</i> acceptance of a communication from the <i>Consultant</i> or of his work does not change the <i>Consultant's</i> responsibility to Provide the Services.
Early warning	15	
	15.1	The <i>Employer</i> and the <i>Consultant</i> give an early warning by notifying the other as soon as either becomes aware of any matter which could <ul style="list-style-type: none"> • increase the total of the Prices, • delay Completion, • change the Accepted Programme, • delay meeting a Key Date, • impair the usefulness of the <i>services</i> to the <i>Employer</i> or • affect the work of the <i>Employer</i>, an <i>Employer's</i> contractor or another consultant. <p>The <i>Consultant</i> may give an early warning by notifying the <i>Employer</i> of any other matter which could increase his total cost. The <i>Employer</i> enters early warning matters in the Risk Register. Early warning of a matter for which a compensation event has previously been notified is not required.</p>
	15.2	Either the <i>Employer</i> or the <i>Consultant</i> may instruct the other to attend a risk reduction meeting. Each may instruct other people to attend if the other Party agrees.
	15.3	At a risk reduction meeting, those who attend co-operate in <ul style="list-style-type: none"> • making and considering proposals for how the effect of the registered risks can be avoided or reduced, • seeking solutions that will bring advantage to all those who will be affected, • deciding on the actions which will be taken and who, in accordance with this contract, will take them and • deciding which risks have now been avoided or have passed and can be removed from the Risk Register.
	15.4	The <i>Employer</i> revises the Risk Register to record the decisions made at each risk reduction meeting and issues the revised Risk Register to the <i>Consultant</i> . If a decision needs a change to the Scope, the <i>Employer</i> instructs the change at the same time as he issues the revised Risk Register.
Ambiguities and inconsistencies	16	
	16.1	The <i>Employer</i> or the <i>Consultant</i> notifies the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents which are part of this contract. The <i>Employer</i> gives an instruction resolving the ambiguity or inconsistency.
Illegal and impossible requirements	17	
	17.1	The <i>Consultant</i> notifies the <i>Employer</i> as soon as he considers that the Scope requires him to do anything which is illegal or impossible. If the <i>Employer</i> agrees, he gives an instruction to change the Scope appropriately.

Prevention 18
18.1

If an event occurs which

- stops the *Consultant* Providing the Service or
- stops the *Consultant* Providing the Service by the date shown on the Accepted Programme,

and which

- neither Party could prevent and
- an experienced consultant would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it,

the *Employer* gives an instruction to the *Consultant* stating how he is to deal with the event.

2 The Parties' main responsibilities

The Employer's obligations	20	
	20.1	The <i>Employer</i> provides information and things which this contract requires him to provide in accordance with the Accepted Programme.
	20.2	The <i>Employer</i> may give an instruction to the <i>Consultant</i> which changes the Scope or a Key Date. After Completion, an instruction is given only if it is necessary to Provide the Services.
	20.3	The <i>Employer</i> does not give an instruction to the <i>Consultant</i> which would require him to act in a way that was outside his professional code of conduct.
The Consultant's obligations	21	
	21.1	The <i>Consultant</i> Provides the Services in accordance with the Scope.
	21.2	The <i>Consultant's</i> obligation is to use the skill and care normally used by professionals providing services similar to the <i>services</i> .
People	22	
	22.1	The <i>Consultant</i> either employs each <i>key person</i> named to do the job for him stated in the Contract Data or employs a replacement person who has been accepted by the <i>Employer</i> . The <i>Consultant</i> submits the name, relevant qualifications and experience of a proposed replacement person to the <i>Employer</i> for acceptance. A reason for not accepting the person is that his relevant qualifications and experience are not as good as those of the person who is to be replaced.
	22.2	The <i>Employer</i> may, having stated his reasons, instruct the <i>Consultant</i> to remove a person employed by the <i>Consultant</i> . The <i>Consultant</i> then arranges that, after one day, the person has no further connection with the work included in this contract.
Working with the Employer and Others	23	
	23.1	The <i>Consultant</i> co-operates with Others in obtaining and providing information which they need in connection with the <i>services</i> .
	23.2	Where necessary to Provide the Services, the <i>Consultant</i> holds or attends meetings with Others. The <i>Consultant</i> informs the <i>Employer</i> of these meetings beforehand and the <i>Employer</i> may attend them.
	23.3	If the <i>Employer</i> decides that the work does not meet the Condition stated for a Key Date by the date stated and, as a result, the <i>Employer</i> incurs additional cost either <ul style="list-style-type: none"> • in carrying out work or • by paying an additional amount to Others in carrying out work <p>on the same project, the additional cost the <i>Employer</i> has paid or will incur is paid by the <i>Consultant</i>. The <i>Employer</i> assesses the additional cost within four weeks of the date when the Condition stated for that Key Date is met. The <i>Employer's</i> right to recover the additional cost which is his only right in these circumstances.</p>

Subconsulting 24

- 24.1 If the *Consultant* subcontracts work, he is responsible for Providing the Services as if he had not subcontracted. This contract applies as if a Subconsultant's employees were the *Consultant's*.
- 24.2 The *Consultant* submits the name of each proposed Subconsultant to the *Employer* for acceptance. A reason for not accepting the Subconsultant is that his appointment will not allow the *Consultant* to Provide the Services. The *Consultant* does not appoint a proposed Subconsultant until the *Employer* has accepted him.
- 24.3 The *Consultant* submits the proposed conditions of contract for each subcontract to the *Employer* for acceptance unless
an NEC contract is proposed or
the *Employer* has agreed that no submission is required.
The *Consultant* does not appoint a Subconsultant on the proposed subcontract conditions submitted until the *Employer* has accepted them. A reason for not accepting them is that
they will not allow the *Consultant* to Provide the Services or
they do not include a statement that the parties to the subcontract shall act in a spirit of mutual trust and co-operation.

Other responsibilities 25

- 25.1 The *Consultant* obtains approval from Others where necessary to Provide the Services.
- 25.2 The *Employer* provides access to a person, place or thing to the *Consultant* as stated in the Contract Data on or before the later of its *access date* and the access date for it shown on the Accepted Programme.
- 25.3 The *Consultant* obeys an instruction which is in accordance with this contract and is given to him by the *Employer*.
- 25.4 The *Consultant* acts in accordance with the health and safety requirements stated in the Scope.

3 Time

- Starting, Completion and Key Dates** **30**
- 30.1 The *Consultant* does not start work until the *starting date* and does the work so that Completion is on or before the Completion Date.
- 30.2 The *Employer* decides the date of Completion and certifies it within one week of the date.
- 30.3 The *Consultant* does the work so that the Condition stated for each Key Date is met by the Key Date.
- The programme** **31**
- 31.1 If a programme is not identified in the Contract Data, the *Consultant* submits a first programme to the *Employer* for acceptance within the period stated in the Contract Data.
- 31.2 The *Consultant* shows on each programme which he submits for acceptance
- the *starting date*, *access dates*, Key Dates and Completion Date,
 - planned Completion,
 - the order and timing of the operations which the *Consultant* plans to do in order to Provide the Services,
 - the order and timing of the work of the *Employer* and Others as last agreed with them by the *Consultant* or, if not so agreed, as stated in the Scope,
 - the dates when the *Consultant* plans to meet each Condition stated for the Key Dates and to complete other work needed to allow the *Employer* and Others to do their work,
 - provisions for
 - float,
 - time risk allowances,
 - health and safety requirements and
 - the procedures set out in this contract,
 - the dates when, in order to Provide the Services in accordance with his programme, the *Consultant* will need
 - access to a person, place or thing if later than its *access date*,
 - information and things to be provided by the *Employer* and
 - information and approval from Others,
 - for each operation, a statement of how the *Consultant* plans to do the work identifying the resources which he plans to use and
 - other information which the Scope requires the *Consultant* to show on a programme submitted for acceptance.
- 31.3 Within two weeks of the *Consultant* submitting a programme to him for acceptance, the *Employer* either accepts the programme or notifies the *Consultant* of his reasons for not accepting it. A reason for not accepting a programme is that
- the *Consultant's* plans which it shows are not practicable,
 - it does not show the information which this contract requires,
 - it does not represent the *Consultant's* plans realistically or
 - it does not comply with the Scope.

Revising the programme 32

- 32.1 The *Consultant* shows on each revised programme
- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
 - the effects of implemented compensation events,
 - how the *Consultant* plans to deal with any delays and to correct notified Defects and
 - any other changes which the *Consultant* proposes to make to the Accepted Programme.
- 32.2 The *Consultant* submits a revised programme to the *Employer* for acceptance
- within the *period for reply* after the *Employer* has instructed him to,
 - when the *Consultant* chooses to and, in any case,
 - at no longer interval than the interval stated in the Contract Data from the *starting date* until Completion of the whole of the *services*.

Instructions to stop or not to start work 33

- 33.1 The *Employer* may instruct the *Consultant* to stop or not to start any work and may later instruct him that he may re-start or start it.

Acceleration 34

- 34.1 The *Employer* may instruct the *Consultant* to submit a quotation for acceleration to achieve Completion before the Completion Date. The *Employer* states changes to the Key Dates to be included in the quotation. A quotation for an acceleration comprises proposed changes to the Prices and a revised programme showing the earlier Completion Date and the changed Key Dates. The *Consultant* submits details of his assessment with each quotation.
- 34.2 The *Consultant* submits a quotation or gives his reasons for not doing so within the *period for reply*.

4 Quality

- Quality management system 40**
- 40.1 The *Consultant* operates a quality management system for Providing the Services as stated in the Scope. The quality management system complies with the requirements stated in the Scope.
- 40.2 The *Consultant* provides the *Employer*, within the period stated in the Contract Data, with a quality policy statement and a quality plan for acceptance. The quality policy statement and quality plan comply with the requirements stated in the Scope.
- 40.3 The *Consultant* complies with an instruction from the *Employer* to the *Consultant* to correct a failure to comply with the quality plan.
- Correcting Defects 41**
- 41.1 Until the *defects date*, the *Employer* notifies the *Consultant* of each Defect as soon as he finds it and the *Consultant* notifies the *Employer* of each Defect as soon as he finds it. At Completion the *Consultant* notifies the *Employer* of the Defects which have not been corrected. After Completion and until the *defects date*, the *Consultant* notifies the *Employer* of each Defect as soon as he finds it. The *Employer's* rights in respect of a Defect which the *Employer* has not found or notified by the *defects date* are not affected.
- 41.2 The *Consultant* corrects a Defect whether or not the *Employer* notifies him of it. The *Consultant* corrects Defects within a time which minimises the adverse effect on the *Employer* or Others. If the *Consultant* does not correct a Defect within the time required by this contract, the *Employer* assesses the cost to him of having the Defect corrected by other people and the *Consultant* pays this amount.

5 Payment

Assessing the amount due 50

50.1 The *Consultant* assesses the amount due and submits an invoice at each assessment date. The first assessment date is decided by the *Consultant* to suit the procedures of the Parties and is not later than the *assessment interval* after the *starting date*. Later assessment dates occur

- at the end of each *assessment interval* until eight weeks after the *defects date* and
- at Completion of the whole of the *services*.

50.2 Invoices submitted by the *Consultant* include the details stated in the Scope to show how the amount due has been assessed. The first invoice is for the amount due. Other invoices are for the change in the amount due since the previous invoice.

50.3 The amount due is

- the Price for Services Provided to Date,
- the amount of the *expenses* properly spent by the *Consultant* in Providing the Services and
- other amounts to be paid to the *Consultant* less amounts to be paid by or retained from the *Consultant*.

Any tax which the law requires the *Employer* to pay to the *Consultant* is included in the amount due.

Payment 51

51.1 Each payment is made within three weeks of receiving the *Consultant's* invoice or, if a different period is stated in the Contract Data, within the period stated. Each payment is the amount due less previous payments.

51.2 Payments are in the *currency of this contract* unless otherwise stated in this contract.

51.3 If the *Employer* does not accept the *Consultant's* assessment of the amount due, he notifies the *Consultant* of his reasons and the amount which he assesses is due before the payment becomes due. He pays the amount of his assessment. The agreed part of the invoice is paid. The *Consultant* either

- corrects the invoice to a sum agreed by the *Employer* or
- provides further information to justify the invoice.

51.4 If a payment is late or has been delayed because of a disagreement, interest is paid. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made.

51.5 Interest is calculated on a daily basis at the *interest rate* and is compounded annually.

6 Compensation events

Compensation events 60

60.1

The following are compensation events.

(1) The *Employer* gives an instruction changing the Scope.

(2) The *Employer* does not provide access to a person, place or thing for the *Consultant* as stated in this contract.

(3) The *Employer* does not provide something which he is to provide by the date for providing it shown on the Accepted Programme.

(4) The *Employer* gives an instruction to stop or not to start any work or to change a Key Date.

(5) The *Employer* or Others do not work within the times shown on the Accepted Programme or within the conditions stated in the Scope.

(6) The *Employer* does not reply to a communication from the *Consultant* within the period required by this contract.

(7) The *Employer* changes a decision which he has previously communicated to the *Consultant*.

(8) The *Employer* withholds an acceptance (other than acceptance of a quotation for acceleration) for a reason not stated in this contract.

(9) The *Employer* notifies a correction to an assumption which he has stated about a compensation event.

(10) A breach of contract by the *Employer* which is not one of the other compensation events in this contract.

(11) An event which

- stops the *Consultant* completing the *services* or
- stops the *Consultant* completing the *services* by the date shown on the Accepted Programme,

and which

- neither Party could prevent,
- an experienced consultant would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it and
- is not one of the other compensation events stated in this contract.

(12) The *Consultant* corrects a Defect for which he is not liable under this contract.

Notifying compensation events 61

61.1

For compensation events which arise from the *Employer* giving an instruction or changing an earlier decision, the *Employer* notifies the *Consultant* of the compensation event at the time of giving the instruction or changing the earlier decision. He also instructs the *Consultant* to submit quotations, unless the event arises from a fault of the *Consultant* or quotations have already been submitted. The *Consultant* puts the instruction or changed decision into effect.

61.2

The *Employer* may instruct the *Consultant* to submit quotations for a proposed instruction or a proposed changed decision. The *Consultant* does not put a proposed instruction or a proposed changed decision into effect.

61.3 The *Consultant* notifies the *Employer* of an event which has happened or which he expects to happen as a compensation event if

- the *Consultant* believes that the event is a compensation event and
- the *Employer* has not notified the event to the *Consultant*.

If the *Consultant* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in Prices, the Completion Date or a Key Date unless the *Employer* should have notified the event to the *Consultant* but did not.

61.4 If the *Employer* decides that an event notified by the *Consultant*

- arises from a fault of the *Consultant*,
- has not happened and is not expected to happen,
- has no effect upon the *Consultant's* costs, Completion or meeting a Key Date or
- is not one of the compensation events stated in this contract

he notifies the *Consultant* of his decision that the Prices, the Completion Date and the Key Date are not to be changed.

If the *Employer* decides otherwise, he notifies the *Consultant* accordingly and instructs him to submit quotations.

If the *Employer* does not notify his decision to the *Consultant* within either

- one week of the *Consultant's* notification or
- a longer period to which the *Consultant* has agreed,

the *Consultant* may notify the *Employer* to this effect. A failure by the *Employer* to reply within two weeks of this notification is treated as acceptance by the *Employer* that the event is a compensation event and an instruction to submit quotations.

61.5 If the *Employer* decides that the *Consultant* did not give an early warning of the event which an experienced consultant could have given, he notifies this decision to the *Consultant* when he instructs him to submit quotations.

61.6 If the *Employer* decides that the effects of a compensation event are too uncertain to be forecast reasonably, he states assumptions about the event in his instruction to the *Consultant* to submit quotations. Assessment of the event is based on these assumptions. If any of them is later found to have been wrong, the *Employer* notifies a correction.

61.7 A compensation event is not notified after the *defects date*.

Quotations for compensation events 62

62.1 After discussing with the *Consultant* different ways of dealing with the compensation event which are practicable, the *Employer* may instruct the *Consultant* to submit alternative quotations. The *Consultant* submits the required quotations to the *Employer* and may submit quotations for other methods of dealing with the compensation event which he considers practicable.

62.2 Quotations for compensation events comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the *Consultant*. The *Consultant* submits details of his assessment with each quotation. If the programme for remaining work is altered by the compensation event, the *Consultant* includes the alterations to the Accepted Programme in his quotation.

- 62.3 The *Consultant* submits quotations within two weeks of being instructed to do so by the *Employer*. The *Employer* replies within two weeks of the submission. His reply is
- an instruction to submit a revised quotation,
 - an acceptance of a quotation,
 - a notification that a proposed instruction will not be given or a proposed changed decision will not be made or
 - a notification that he will be making his own assessment.
- 62.4 The *Employer* instructs the *Consultant* to submit a revised quotation only after explaining his reasons for doing so to the *Consultant*. The *Consultant* submits the revised quotation within three weeks of being instructed to do so.
- 62.5 The *Employer* extends the time allowed for
- the *Consultant* to submit quotations for a compensation event and
 - the *Employer* to reply to a quotation
- if the *Employer* and the *Consultant* agree to the extension before the submission or reply is due. The *Employer* notifies the extension that has been agreed to the *Consultant*.
- 62.6 If the *Employer* does not reply to a quotation within the time allowed, the *Consultant* may notify the *Employer* to this effect. If the *Consultant* submitted more than one quotation for the compensation event, he states in his notification which quotation he proposes is to be accepted. If the *Employer* does not reply to the notification within two weeks and, unless the quotation is for a proposed instruction or a proposed changed decision, the *Consultant's* notification is treated as acceptance of the quotation by the *Employer*.

Assessing compensation events 63

- 63.1 The changes to the Prices are assessed as the effect of the compensation event upon
- the actual Time Charge for the work already done and
 - the forecast Time Charge for the work not yet done.
- The date when the *Employer* instructed or should have instructed the *Consultant* to submit quotations divides the work already done from the work not yet done.
- 63.2 If the effect of a compensation event is to reduce the total Time Charge, the Prices are not reduced excepted as stated in this contract.
- 63.3 A delay to the Completion Date is assessed as the length of time that, due to the compensation event, planned Completion is later than planned Completion as shown on the Accepted Programme. A delay to a Key Date is assessed as the length of time that, due to the compensation event, the planned date when the Condition stated for a Key Date will be met is later than the date shown on the Accepted Programme.
- 63.4 The rights of the *Employer* and the *Consultant* to changes to the Prices, the Completion Date and the Key Dates are their only rights in respect of a compensation event.
- 63.5 If the *Employer* has notified the *Consultant* of his decision that the *Consultant* did not give an early warning of a compensation event which an experienced consultant could have given, the event is assessed as if the *Consultant* had given early warning.
- 63.6 Assessment of the effect of a compensation event includes risk allowances for cost and time for matters which have a significant chance of occurring and are at the *Consultant's* risk under this contract.
- 63.7 Assessments for work not yet done are based upon the assumptions that the *Consultant* will react competently and promptly to the compensation event and that the Accepted Programme can be changed. Assessments for work already done include only cost and time which were reasonably incurred.

- 63.8 A compensation event which is an instruction to change the Scope in order to resolve an ambiguity or inconsistency is assessed as if the Prices, the Completion Date and the Key Dates were for the interpretation most favourable to the Party which did not provide the Scope.
- 63.9 If a change to the Scope makes the description of the Condition for a Key Date incorrect, the *Employer* corrects the description. This correction is taken into account in assessing the compensation event for the change to the Scope.
- 63.10 If the work included in a quotation for a compensation event includes work by staff for which there is no *staff rate*, a proposed rate is included in the quotation.
- 63.11 The following are deducted from the assessment of compensation events
- the cost of events for which this contract requires the *Consultant* to insure and
 - other costs paid to the *Consultant* by insurers.

The *Employer's* assessments 64

- 64.1 The *Employer* assesses a compensation event
- if the *Consultant* has not submitted a required quotation and details of his assessment within the time allowed,
 - if the *Employer* decides that the *Consultant* has not assessed the compensation event correctly in a quotation and he does not instruct the *Consultant* to submit a revised quotation,
 - if, when the *Consultant* submits quotations for a compensation event, he has not submitted a programme or alterations to a programme which this contract requires him to submit or
 - if, when the *Consultant* submits quotations for a compensation event, the *Employer* has not accepted the *Consultant's* latest programme for one of the reasons stated in this contract.
- 64.2 The *Employer* assesses a compensation event using his own assessment of the programme for the remaining work if
- there is no Accepted Programme or
 - the *Consultant* has not submitted a programme or alterations to a programme for acceptance as required by this contract.
- 64.3 The *Employer* notifies the *Consultant* of his assessment of a compensation event and gives him details of it within the period allowed for the *Consultant's* submission of his quotation for the same event. This period starts when the need for the *Employer's* assessment becomes apparent.
- 64.4 If the *Employer* does not assess a compensation event within the time allowed, the *Consultant* may notify the *Employer* to this effect. If the *Consultant* submitted more than one quotation for the compensation event, he states in his notification which quotation he proposes is to be accepted. If the *Employer* does not reply within two weeks of this notification the notification is treated as acceptance of the *Consultant's* quotation by the *Employer*.

Implementing compensation events 65

- 65.1 A compensation event is implemented when
- the *Employer* notifies his acceptance of the *Consultant's* quotation,
 - the *Employer* notifies the *Consultant* of his own assessment or
 - a *Consultant's* quotation is treated as having been accepted by the *Employer*.
- 65.2 The assessment of a compensation event is not revised if a forecast upon which it is based is shown by later recorded information to have been wrong.

7 Rights to material

- The Parties' use of material** **70**
- 70.1 The *Employer* has the right to use the material provided by the *Consultant* for the purpose stated in the Scope. The *Consultant* obtains from a Subconsultant equivalent rights for the *Employer* to use material prepared by the Subconsultant.
- 70.2 The *Consultant* has the right to use material provided by the *Employer* only to Provide the Services. The *Consultant* may make this right available to a Subconsultant. On Completion of the whole of the *services*, the *Consultant* returns the material provided by the *Employer* to him.
- 70.3 The Parties do not disclose information obtained in connection with the *services* except when necessary to carry out their duties under this contract.
- 70.4 The *Consultant* may use the material provided by him under this contract for other work unless stated otherwise in the Scope.
- Publicity** **71**
- 71.1 The *Consultant* may publicise the *services* only with the *Employer's* written agreement.

8 Indemnity, insurance and liability

Indemnity 80

80.1 The *Consultant* indemnifies the *Employer* against claims, proceedings, compensation and costs payable arising out of an infringement by the *Consultant* of the rights of Others, except an infringement which arose out of the use by the *Consultant* of things provided by the *Employer*.

Insurance cover 81

81.1 The *Consultant* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide as stated in the Contract Data. The insurances provide cover from the Contract Date until the end of the periods stated in the Contract Data.

INSURANCE TABLE

Insurance against	Minimum amount of cover
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	The amount stated in the Contract Data
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	The amount stated in the Contract Data for any one event
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event

81.2 When requested by a Party the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

Limitation of liability 82

82.1 The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the amount stated in the Contract Data and applies in contract, tort or delict and otherwise to the extent allowed under the *law of the contract*.

The excluded matters are amounts payable by the *Consultant* as stated in this contract for

- delay damages if Option X7 applies,
- *Consultant's* share if Option C applies,
- an infringement by the *Consultant* of the rights of Others,
- loss of or damage to third party property and
- death of or bodily injury to a person other than an employee of the *Consultant*.

82.2 The *Consultant's* liability to the *Employer* is limited to that proportion of the *Employer's* losses for which the *Consultant* is responsible under this contract.

9 Termination

Termination 90

- 90.1 Either Party may terminate the *Consultant's* obligation to Provide the Services by notifying the other Party if the other Party has done one of the following or its equivalent.
- If the other Party is an individual and has
 - presented his petition for bankruptcy,
 - had a bankruptcy order made against him,
 - had a receiver appointed over his assets or
 - made an arrangement with his creditors.
 - If the other Party is a company or partnership and has
 - had a winding-up order made against it,
 - had a provisional liquidator appointed to it,
 - passed a resolution for winding-up (other than in order to amalgamate or reconstruct),
 - had an administration order made against it,
 - had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets or
 - made an arrangement with its creditors.
- 90.2 The *Consultant* may terminate his obligation to Provide the Services by notifying the *Employer* if the *Employer* has not paid an amount due to the *Consultant* within eight weeks of the issue of a notice by the *Consultant* to the *Employer* that payment is overdue.
- 90.3 The *Employer* may terminate the *Consultant's* obligation to Provide the Services by notifying the *Consultant* if
- the *Employer* no longer requires the *services* or
 - the *Consultant* has substantially failed to comply with his obligations and has not put the default right within four weeks of a notification by the *Employer*.
- 90.4 The *Employer* may terminate the *Consultant's* obligation to Provide the Services by notifying the *Consultant* if an event occurs which
- stops the *Consultant* completing the *services* or
 - stops the *Consultant* completing the *services* by the date shown on the Accepted Programme and is forecast to delay Completion by more than 13 weeks,
- and which
- neither Party could prevent and
 - an experienced consultant would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it.

Procedures on termination 91

91.1 On termination

- the *Consultant* does no further work necessary to Provide the Services,
- the *Employer* may complete the *services* and may use any material to which he has title,
- the *Employer* may require the *Consultant* to assign the benefit of any subconsultancy or other contract related to performance of this contract to the *Employer* and
- the Parties continue to comply with the constraints and obligations in this contract on
 - the use of material prepared or obtained by the *Consultant* and
 - publicising the *services*.

After the final payment has been made, the *Consultant* gives to the *Employer* information resulting from work carried out to date and information the *Consultant* has obtained which he has a responsibility to provide under this contract.

Payment on termination 92

92.1 A final payment is made as soon as possible after termination. The amount due on termination includes

- an amount due assessed as for normal payments and
- other costs reasonably incurred by the *Consultant* in expectation of completing the whole of the *services* and to which the *Consultant* is committed.

92.2 If the *Employer* terminates because of the

- insolvency of the *Consultant* or
- substantial failure of the *Consultant* to comply with his obligations,

the amount due on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services*.

MAIN OPTION CLAUSES

Option A: Priced contract with activity schedule

Identified and defined terms	11	
	11.2	(14) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.
		(15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.
		(18) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.
The Consultant's obligations	21	
	21.3	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> for the whole of the <i>services</i> and submits them to the <i>Employer</i> . Forecasts are prepared at the intervals stated in the Contract Data from the <i>starting date</i> until Completion of the whole of the <i>services</i> . An explanation of the changes made since the previous forecast is submitted with each forecast.
The programme	31	
	31.4	The <i>Consultant</i> provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance.
Acceleration	34	
	34.3	When the <i>Employer</i> accepts a quotation for an acceleration, he changes the Prices, the Completion Date and the Key Dates accordingly and accepts the revised programme.
Accounts and records	52	
	52.1	The <i>Consultant</i> keeps accounts and records of his <i>expenses</i> and allows the <i>Employer</i> to inspect them at any time within working hours.
The Activity Schedule	53	
	53.1	Information in the Activity Schedule is not Scope.
	53.2	If the <i>Consultant</i> changes a planned method of completing the <i>services</i> at his discretion so that the Activity Schedule does not comply with the Accepted Programme, he submits a revision of the Activity Schedule to the <i>Employer</i> for acceptance.
	53.3	A reason for not accepting a revision of the Activity Schedule is that <ul style="list-style-type: none"> • it does not comply with the Accepted Programme, • any changed Prices are not reasonably distributed between the activities or • the total of the Prices is changed.
Quotations for compensation events	62	
	62.7	The cost of preparing quotations for compensation events is not included in the assessment of compensation events.

Assessing compensation events 63

63.12 If the effect of a compensation event is to reduce the total Time Charge and the event is

- a change to the Scope or
- a correction of an assumption stated by the *Employer* for assessing an earlier compensation event,

the Prices are reduced.

63.14 Assessments for changed Prices for compensation events are in the form of changes to the Activity Schedule.

Implementing compensation events 65

65.3 The changes to the Prices, the Completion Date and the Key Dates are included in the notification implementing a compensation event.

Option C: Target contract

Identified and defined terms	11	
	11.2	(14) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.
		(16) The Price for Services Provided to Date is the Time Charge for the work which has been completed.
		(18) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.
The Consultant's obligations	21	
	21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> for the whole of the <i>services</i> and submits them to the <i>Employer</i> . Forecasts are prepared at the intervals stated in the Contract Data from the <i>starting date</i> until Completion of the whole of the <i>services</i> . An explanation of the changes made since the previous forecast is submitted with each forecast.
Subconsulting	24	
	24.4	The <i>Consultant</i> submits the proposed contract data for each subcontract for acceptance to the <i>Employer</i> if <ul style="list-style-type: none"> • an NEC contract is proposed and • the <i>Employer</i> instructs the <i>Consultant</i> to make the submission. <p>A reason for not accepting the proposed contract data is that its use will not allow the <i>Consultant</i> to Provide the Services.</p>
The programme	31	
	31.4	The <i>Consultant</i> provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance.
Acceleration	34	
	34.3	When the <i>Employer</i> accepts a quotation for an acceleration, he changes the Prices, the Completion Date and the Key Dates accordingly and accepts the revised programme.
Assessing the amount due	50	
	50.4	Payments for staff whose <i>staff rate</i> is stated in the Contract Data in a currency other than the <i>currency of this contract</i> are included in the amount due as payments to be made to the <i>Consultant</i> in the same currency. Such payments are converted to the <i>currency of this contract</i> in order to calculate the <i>Consultant's</i> share using the <i>exchange rates</i> .
Accounts and records	52	
	52.2	The <i>Consultant</i> keeps accounts and records of his Time Charge and <i>expenses</i> and allows the <i>Employer</i> to inspect them at any time within working hours.

The Activity Schedule 53

- 53.1 Information in the Activity Schedule is not Scope.
- 53.2 If the *Consultant* changes a planned method of completing the *services* at his discretion so that the Activity Schedule does not comply with the Accepted Programme, he submits a revision of the Activity Schedule to the *Employer* for acceptance.
- 53.3 A reason for not accepting a revision of the Activity Schedule is that
- it does not comply with the Accepted Programme,
 - any changed Prices are not reasonably distributed between the activities or
 - the total of the Prices is changed.

The Consultant's share 54

- 54.1 The *Employer* assesses the *Consultant's* share of the difference between the total of the Prices and the Price for Services Provided to Date. The difference is divided into increments falling within each of the *share ranges*. The limits of a *share range* are the Price for Services Provided to Date divided by the total of the Prices, expressed as a percentage. The *Consultant's* share equals the sum of the products of the increment within each *share range* and the corresponding *Consultant's share percentage*.
- 54.2 If the Price for Services Provided to Date is less than the total of the Prices, the *Consultant* is paid his share of the saving. If the Price for Services Provided to Date is greater than the total of the Prices, the *Consultant* pays his share of the excess.
- 54.3 The *Employer* makes a preliminary assessment of the *Consultant's* share at Completion of the whole of the *services* using his forecasts of the final Price for Services Provided to Date and the final total of the Prices. This share is included in the amount due following Completion of the whole of the *services*.
- 54.4 The *Employer* makes a final assessment of the *Consultant's* share using the final Price for Services Provided to Date and the final total of the Prices. This share is included in the final amount due.

Assessing compensation events 63

- 63.13 If the effect of a compensation event is to reduce the total Time Charge and the event is
- a change to the Scope, other than a change to the Scope which the *Consultant* proposed and the *Employer* has accepted or
 - a correction of an assumption stated by the *Employer* for assessing an earlier compensation event,
- the Prices are reduced.
- 63.14 Assessments for changed Prices for compensation events are in the form of changes to the Activity Schedule.

Implementing compensation events 65

- 65.3 The changes to the Prices, the Completion Date and the Key Dates are included in the notification implementing a compensation event.

Payment on termination 92

- 92.3 If there is a termination, the *Employer* assesses the *Consultant's* share. His assessment uses as the Price for Services Provided to Date the total of the Time Charge which the *Consultant* has paid and which he is committed to pay for work done before termination.

The *Employer's* assessment of the *Consultant's* share is added to the amount due to the *Consultant* on termination if there has been a saving or deducted if there has been an excess.

Option E: Time based contract

Identified and defined terms	11	
	11.2	(16) The Price for Services Provided to Date is the Time Charge for the work which has been completed.
		(19) The Prices are the Time Charge.
The Consultant's obligations	21	
	21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> for the whole of the <i>services</i> and submits them to the <i>Employer</i> . Forecasts are prepared at the intervals stated in the Contract Data from the <i>starting date</i> until Completion of the whole of the <i>services</i> . An explanation of the changes made since the previous forecast is submitted with each forecast.
Subconsulting	24	
	24.4	The <i>Consultant</i> submits the proposed contract data for each subcontract for acceptance to the <i>Employer</i> if <ul style="list-style-type: none"> • an NEC contract is proposed and • the <i>Employer</i> instructs the <i>Consultant</i> to make the submission. <p>A reason for not accepting the proposed contract data is that its use will not allow the <i>Consultant</i> to Provide the Services.</p>
Acceleration	34	
	34.4	When the <i>Employer</i> accepts a quotation for an acceleration, he changes the Completion Date, the Key Dates and the forecast of the total Time Charge for the whole of the <i>services</i> accordingly and accepts the revised programme.
Assessing the amount due	50	
	50.5	Payments for staff whose <i>staff rate</i> is stated in the Contract Data in a currency other than the <i>currency of this contract</i> are included in the amount due as payments to be made to the <i>Consultant</i> in the same currency.
Accounts and records	52	
	52.2	The <i>Consultant</i> keeps accounts and records of his Time Charge and <i>expenses</i> and allows the <i>Employer</i> to inspect them at any time within working hours.
Implementing compensation events	65	
	65.4	The changes to the forecast amount of the Prices, the Completion Date and the Key Dates are included in the notification implementing a compensation event.

Option G: Term contract

Identified and defined terms	11	
	11.2	(17) The Price for Services Provided to Date is, for each Task, the total of <ul style="list-style-type: none"> • the Time Charge for work which has been completed on time based items on the Task Schedule and • a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.
		(20) The Prices are <ul style="list-style-type: none"> • the Time Charge for items described as time based on the Task Schedule and • the lump sum price in the Task Schedule for each other item.
		(21) A Task is work within the <i>services</i> which the <i>Employer</i> may instruct the <i>Consultant</i> to carry out within a stated period of time.
		(22) Task Completion is when the <i>Consultant</i> has done all the work which the Task Order requires him to do by the Task Completion Date, and corrected Defects which would have prevented the <i>Employer</i> or Others from using the <i>services</i> and Others from doing their work.
		(23) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.
		(24) A Task Order is the <i>Employer's</i> instruction to carry out a Task.
		(25) The Task Schedule is the <i>task schedule</i> unless later changed in accordance with this contract.
The Consultant's obligations	21	
	21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> for the whole of the <i>services</i> and submits them to the <i>Employer</i> . Forecasts are prepared at the intervals stated in the Contract Data from the <i>starting date</i> until Completion of the whole of the <i>services</i> . An explanation of the changes made since the previous forecast is submitted with each forecast.
The programme	31	
	31.5	The <i>Consultant</i> provides information which shows how each item included in a Task relates to the operations on each programme which he submits for acceptance.
Assessing the amount due	50	
	50.6	Payments for <ul style="list-style-type: none"> • staff whose <i>staff rate</i> in the Contract Data or • items whose prices in the Task Schedule are stated in a currency other than <i>currency of this contract</i> are included in the amount due as payments to be made to the <i>Consultant</i> in the same currency.
Accounts and records	52	
	52.2	The <i>Consultant</i> keeps accounts and records of his Time Charge and <i>expenses</i> and allows the <i>Employer</i> to inspect them at any time within working hours.

Assessing Tasks 55

- 55.1 A Task Order includes
- a detailed description of the work in the Task,
 - a priced list of items of work in the Task in which items taken from the Task Schedule are identified,
 - the starting and completion dates for the Task,
 - the amount of delay damages for late completion of the Task and
 - the total of the Prices for the Task.

The *Employer* consults the *Consultant* about the contents of a Task Order before he issues it.

- 55.2 The delay damages in a Task Order, if any, are not more than the estimated cost to the *Employer* of late completion of the Task.

The Prices for items in the Task price list which are not taken from the Task Schedule are assessed in the same way as compensation events.

- 55.3 The *Consultant* does not start any work included in the Task until he has received the Task Order, and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the Completion Date.

Compensation events 60

- 60.1 The following are compensation events.

(13) The *Employer* issues an instruction changing a Task Order. If the effect of a compensation event which is an instruction changing a Task Order is to reduce the total Time Charge, the Prices are reduced.

(14) The *Consultant* receives the Task Order after the starting date stated in the Task Order.

(15) A Task Completion Date is later than the Completion Date.

- 60.2 The *Employer* corrects mistakes in the Task Schedule which arise from an ambiguity or inconsistency in or between the documents which are part of this contract. Each such correction is a compensation event.

Quotations for 62**compensation events**

- 62.7 The cost of preparing quotations for compensation events is not included in the assessment of compensation events.

Assessing compensation 63**events**

- 63.16 A delay to the Task Completion Date is assessed as the length of time that due to the compensation event, planned Task Completion is delayed.

- 63.17 Assessments for changed Prices for compensation events are in the form of changes to the Task Schedule.

- 63.18 If the effect of a compensation event is to reduce the total Time Charge and the event is

- a change to the Task or
- a correction of an assumption stated by the *Employer* for assessing an earlier compensation event,

the Prices are reduced.

Implementing 65**compensation events**

- 65.5 The *Employer* includes the changes to

- the Prices and the Task Completion Date and
- the final total of the Prices for the Task and the programme for the Task

from the quotation which he has accepted or from his own assessment in the notification implementing a compensation event.

DISPUTE RESOLUTION

Option W1

Dispute resolution procedure (used unless the United Kingdom Housing Grants, Construction and Regeneration Act 1996 applies).

Dispute resolution	W1	
	W1.1	A dispute arising under or in connection with this contract is referred to and decided by the <i>Adjudicator</i> .
The Adjudicator	W1.2	<p>(1) The Parties appoint the <i>Adjudicator</i> under the NEC Adjudicator's Contract current at the <i>starting date</i>.</p> <p>(2) The <i>Adjudicator</i> acts impartially and decides the dispute as an independent adjudicator and not as an arbitrator.</p> <p>(3) If the <i>Adjudicator</i> is not identified in the Contract Data or if the <i>Adjudicator</i> resigns or is unable to act, the Parties may choose an adjudicator jointly. If the Parties have not chosen an adjudicator, either Party may ask the <i>Adjudicators nominating body</i> to choose one. The <i>Adjudicator nominating body</i> chooses an adjudicator within four days of the request. The chosen adjudicator becomes the <i>Adjudicator</i>.</p> <p>(4) A replacement <i>Adjudicator</i> has the power to decide a dispute referred to his predecessor but not decided at the time when the predecessor resigned or became unable to act. He deals with an undecided dispute as if it had been referred to him on the date he was appointed.</p> <p>(5) The <i>Adjudicator</i>, his employees and agents are not liable to the Parties for any action or failure to take action in an adjudication unless the action or failure to take action was in bad faith.</p>
The adjudication	W1.3	(1) Disputes are notified and referred to the <i>Adjudicator</i> in accordance with the Adjudication Table.

ADJUDICATION TABLE

Dispute about	Which Party may refer it to the <i>Adjudicator</i>?	When may it be referred to the <i>Adjudicator</i>?
An action of the <i>Employer</i>	The <i>Consultant</i>	Between two and four weeks after the <i>Consultant's</i> notification of the dispute to the <i>Employer</i> , the notification itself being made not more than four weeks after the <i>Consultant</i> becomes aware of the action
The <i>Employer</i> not having taken an action	The <i>Consultant</i>	Between two and four weeks after the <i>Consultant's</i> notification of the dispute to the <i>Employer</i> , the notification itself being made not more than four weeks after the <i>Consultant</i> becomes aware that the action was not taken
A quotation for a compensation event which is treated as having been accepted	The <i>Employer</i>	Between two and four weeks after the <i>Employer's</i> notification of the dispute to the <i>Consultant</i> , the notification itself being made not more than four weeks after the quotation was treated as accepted
Any other matter	Either Party	Between two and four weeks after notification of the dispute to the other Party

(2) The times for notifying and referring a dispute may be extended if the *Consultant* and the *Employer* agree to the extension before the notice or referral is due. If a disputed matter is not notified and referred within the times set out in this contract, neither Party may subsequently refer it to the *Adjudicator* or the *tribunal*.

(3) The Party referring the dispute to the *Adjudicator* includes with his referral information to be considered by the *Adjudicator*. Any more information from a Party to be considered by the *Adjudicator* is provided within four weeks of the referral. This period may be extended if the *Adjudicator* and the Parties agree.

(4a) If a matter disputed by the *Consultant* under or in connection with a subcontract is also a matter disputed under or in connection with this contract and if the subcontract allows, the *Consultant* may refer the subcontract dispute to the *Adjudicator* at the same time as the main contract referral. The *Adjudicator* then decides the disputes together and references to the Parties for the purposes of the dispute are interpreted as including the Subconsultant.

(4b) If this contract is a subcontract and the main contract provides for joint adjudication of disputes, the following procedure applies.

Within two weeks of the notification of the dispute by the *Consultant* to the *Employer*, the *Employer* notifies the *Consultant* if the matter disputed is a matter disputed under or in connection with the main contract.

The *Employer* may then

- submit the subcontract dispute to the main contract *Adjudicator* at the same time as the main contract submission and
- instruct the *Consultant* to provide any information which the *Employer* may require.

The main contract Adjudicator then gives his decision on the disputes together.

(5) The *Adjudicator* may

- review and revise any action or inaction of the *Employer* related to the dispute and alter a quotation which has been treated as having been accepted,
- take the initiative in ascertaining the facts and the law related to the dispute,
- instruct a Party to provide further information related to the dispute within a stated time and
- instruct a Party to take any other action which he considers necessary to reach his decision and to do so within a stated time.

(6) A communication between a Party and the *Adjudicator* is communicated to the other Party at the same time.

(7) If the *Adjudicator's* decision includes assessment of additional cost or delay caused to the *Consultant*, he makes his assessment in the same way as a compensation event is assessed.

(8) The *Adjudicator* decides the dispute and notifies the Parties of his decision and his reasons within four weeks of the end of the period for receiving information. This four week period may be extended if the Parties agree.

(9) Unless and until the *Adjudicator* has notified the Parties of his decision, the Parties proceed as if the matter disputed was not disputed.

(10) The *Adjudicator's* decision is binding on the Parties unless and until revised by the *tribunal* and is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. The *Adjudicator's* decision is final and binding if neither Party has notified the other within the times required by this contract that he is dissatisfied with a decision of the *Adjudicator* and intends to refer the matter to the *tribunal*.

(11) The *Adjudicator* may, within two weeks of giving his decision to the Parties, correct any clerical mistake or ambiguity.

Review by the *tribunal*

W1.4

(1) A Party does not refer any dispute under or in connection with this contract to the *tribunal* unless it has first been referred to the *Adjudicator* in accordance with this contract.

(2) If, after the *Adjudicator* notifies his decision a Party is dissatisfied, he may notify the other Party that he intends to refer it to the *tribunal*. A Party may not refer a dispute to the *tribunal* unless this notification is given within four weeks of notification of the *Adjudicator's* decision.

(3) If the *Adjudicator* does not notify his decision within the time provided by this contract, a Party may notify the other Party that he intends to refer the dispute to the *tribunal*. A Party may not refer a dispute to the *tribunal* unless this notification is given within four weeks of the date by which the *Adjudicator* should have notified his decision.

(4) The *tribunal* settles the dispute referred to it. The *tribunal* has the powers to reconsider any decision of the *Adjudicator* and review and revise any action or inaction of the *Employer* related to the dispute. A Party is not limited in the *tribunal* proceedings to the information, evidence or arguments put to the *Adjudicator*.

(5) If *tribunal* is arbitration, the *arbitration procedure*, the place where the arbitration is to be held and the method of choosing the arbitrator are those stated in the Contract Data.

(6) A Party does not call the *Adjudicator* as a witness in *tribunal* proceedings.

Option W2

Dispute resolution procedure (used in the United Kingdom when the Housing Grants, Construction and Regeneration Act 1996 applies).

Dispute resolution	W2	
	W2.1	<p>(1) Any dispute arising under or in connection with this contract is referred to and decided by the <i>Adjudicator</i>. A Party may refer a dispute to the <i>Adjudicator</i> at any time.</p> <p>(2) In this Option, time periods stated in days exclude Christmas Day, Good Friday and bank holidays.</p>
The Adjudicator	W2.2	<p>(1) The Parties appoint the <i>Adjudicator</i> under the NEC Adjudicator's Contract current at the <i>starting date</i>.</p> <p>(2) The <i>Adjudicator</i> acts impartially and decides the dispute as an independent adjudicator and not as an arbitrator.</p> <p>(3) If the <i>Adjudicator</i> is not identified in the Contract Data or if the <i>Adjudicator</i> resigns or becomes unable to act</p> <ul style="list-style-type: none"> • the Parties may choose an adjudicator jointly or • a Party may ask the <i>Adjudicator nominating body</i> to choose an adjudicator. <p>The <i>Adjudicator nominating body</i> chooses an adjudicator within four days of the request. The chosen adjudicator becomes the <i>Adjudicator</i>.</p> <p>(4) A replacement <i>Adjudicator</i> has the power to decide a dispute referred to his predecessor but not decided at the time when his predecessor resigned or became unable to act. He deals with an undecided dispute as if it had been referred to him on the date he was appointed.</p> <p>(5) The <i>Adjudicator</i>, his employees and agents are not liable to the Parties for any action or failure to take action in an adjudication unless the action or failure to take action was in bad faith.</p>
The adjudication	W2.3	<p>(1) Before a Party refers a dispute to the <i>Adjudicator</i>, he gives a notice of adjudication to the other Party with a brief description of the dispute and the decision which he wishes the <i>Adjudicator</i> to make. If the <i>Adjudicator</i> is named in the Contract Data, the Party sends a copy of the notice of adjudication to the <i>Adjudicator</i> when it is issued. Within three days of the receipt of the notice of adjudication, the <i>Adjudicator</i> notifies the Parties</p> <ul style="list-style-type: none"> • that he is able to decide the dispute in accordance with the contract or • that he is unable to decide the dispute and has resigned. <p>If the <i>Adjudicator</i> does not so notify within three days of the issue of the notice of adjudication, either Party may act as if he has resigned.</p> <p>(2) Within seven days of a Party giving a notice of adjudication he</p> <ul style="list-style-type: none"> • refers the dispute to the <i>Adjudicator</i>, • provides the <i>Adjudicator</i> with the information on which he relies, including any supporting documents and • provides a copy of the information and supporting documents he has provided to the <i>Adjudicator</i> to the other Party. <p>Any further information from a Party to be considered by the <i>Adjudicator</i> is provided within fourteen days from the referral. This period may be extended if the <i>Adjudicator</i> and Parties agree.</p>

(3a) If a matter disputed by the *Consultant* under or in connection with a subcontract is also a matter disputed under or in connection with this contract, the *Consultant* may, with the consent of the Subconsultant, refer the subcontract dispute to the *Adjudicator* at the same time as the main contract referral. The *Adjudicator* then decides the disputes together and references to the Parties for the purposes of the dispute are interpreted as including the Subconsultant.

(3b) If this contract is a subcontract and the main contract provides for joint adjudication of disputes, the following procedure applies.

Within two weeks of the notification of the dispute by the *Consultant* to the *Employer*, the *Employer* notifies the *Consultant* if the matter disputed is a matter disputed under or in connection with the main contract.

The *Employer* may then

- submit the subcontract dispute to the main contract Adjudicator at the same time as the main contract submission and
- instruct the *Consultant* to provide any information which the *Employer* may require.

The main contract Adjudicator then gives his decision on the disputes together.

(4) The *Adjudicator* may

- review and revise any action or inaction of the *Employer* related to the dispute and after a quotation which has been treated as having been accepted,
- take the initiative in ascertaining the facts and the law related to the dispute,
- instruct a Party to provide further information related to the dispute within a stated time and
- instruct a Party to take any other action which he considers necessary to reach his decision and to do so within a stated time.

(5) If a Party does not comply with any instruction within the time stated by the Adjudicator, the *Adjudicator* may continue the adjudication and make his decision based upon the information and evidence he has received.

(6) A communication between a Party and the *Adjudicator* is communicated to the other Party at the same time.

(7) If the *Adjudicator's* decision includes assessment of additional cost or delay caused to the *Consultant*, he makes his assessment in the same way as a compensation event is assessed.

(8) The *Adjudicator* decides the dispute and notifies the Parties of his decision and his reasons within twenty-eight days of the dispute being referred to him. This period may be extended by up to fourteen days with the consent of the referring Party or by any other period agreed by the Parties.

(9) Unless and until the *Adjudicator* has notified the Parties of his decision, the Parties proceed as if the matter disputed was not disputed.

(10) If the *Adjudicator* does not make his decision and notify it to the Parties within the time provided by this contract the Parties and the *Adjudicator* may agree to extend the period for making his decision. If they do not agree to an extension, either Party may act as if the *Adjudicator* has resigned.

(11) The *Adjudicator's* decision is binding on the Parties unless and until revised by the *tribunal* and is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. The *Adjudicator's* decision is final and binding if neither Party has notified the other within the times required by this contract that he is dissatisfied with a matter decided by the *Adjudicator* and intends to refer the matter to the *tribunal*.

(12) The *Adjudicator* may, within fourteen days of giving his decision to the Parties, correct a clerical mistake or ambiguity.

- Review by the *tribunal*** W2.4 (1) A Party does not refer any dispute under or in connection with this contract to the *tribunal* unless it has first been decided by the *Adjudicator* in accordance with this contract.
- (2) If, after the *Adjudicator* notifies his decision a Party is dissatisfied, that Party may notify the other Party of the matter which he disputes and state that he intends to refer it to the *tribunal*. The dispute may not be referred to the *tribunal* unless this notification is given within four weeks of the notification of the *Adjudicator's* decision.
- (3) The *tribunal* settles the dispute referred to it. The *tribunal* has the powers to reconsider any decision of the *Adjudicator* and to review and revise any action or inaction of the *Employer* related to the dispute. A Party is not limited in *tribunal* proceedings to the information or evidence put to the *Adjudicator*.
- (4) If the *tribunal* is arbitration, the *arbitration procedure*, the place where the arbitration is to be held and the method of choosing the arbitrator are those stated in the Contract Data.
- (5) A Party does not call the *Adjudicator* as a witness in *tribunal* proceedings.

SECONDARY OPTION CLAUSES

Option X1: Price adjustment for inflation

If staff rates are fixed at the Contract Date and are not variable with changes in salary paid to individuals.

Price adjustment factor X1

X1.1 On each anniversary of the Contract Date, the *Consultant* calculates a price adjustment factor equal to $(L - B)/B$, where L is the last published value of the *index* and B is the last value of the *index* published before the Contract Date.

If an *index* is changed after it has been used in calculating a price adjustment factor, the calculation is repeated and a correction included in the next assessment of the amount due.

The price adjustment factor calculated at the Completion Date for the whole of the *services* is used for calculating price adjustment after this date.

Price adjustment

X1.2 Each amount due after the first anniversary includes an amount for price adjustment which is the sum of

- the change in the Price for Services Provided to Date since the last assessment of the amount due multiplied by the price adjustment factor calculated at the last anniversary and
- the amount for price adjustment included in the previous amount due.

Price adjustment Option C

X1.3 Each time the amount due is assessed after the first anniversary, an amount for price adjustment is added to the total of the Prices which is the change in the Price for Services Provided to Date since the last assessment of the amount due multiplied by $(PAF/(1+PAF))$ where PAF is the price adjustment factor calculated at the last anniversary.

Expenses adjustment

X1.6 If payment rates for any of the *expenses* are fixed at the Contract Date and are not otherwise adjustable for inflation, each amount due after the first anniversary includes an amount for *expenses* adjustment which is the sum of

- the change in fixed *expenses* since the last assessment of the amount due multiplied by the price adjustment factor calculated at the last anniversary and
- the amount for *expenses* adjustment included in the previous amount due.

If staff rates are variable with changes in salary paid to individuals.

Price adjustment factor X1

X1.1 On each anniversary of the Contract Date, the *Consultant* calculates a price adjustment factor equal to $(L - B)/B$, where L is the last published value of the *index* and B is the last value of the *index* published before the Contract Date.

If an *index* is changed after it has been used in calculating a price adjustment factor, the calculation is repeated and a correction included in the next assessment of the amount due.

The price adjustment factor calculated at the Completion Date for the whole of the *services* is used for calculating price adjustment after this date.

- Price adjustment Option A** X1.2 Each amount due after the first anniversary includes an amount for price adjustment which is the sum of
- the change in the Price for Services Provided to Date since the last assessment of the amount due multiplied by the price adjustment factor calculated at the last anniversary and
 - the amount for price adjustment included in the previous amount due.
- Price adjustment Option C** X1.3 Each time the amount due is assessed after the first anniversary, an amount for price adjustment is added to the total of the Prices which is the change in the Price for Services Provided to Date since the last assessment of the amount due multiplied by $(PAF/(1+PAF))$ where PAF is the price adjustment factor calculated at the last anniversary.
- Price adjustment Option G** X1.4 Each amount due after the first anniversary includes an amount for price adjustment which is the sum of
- for the lump sum items on the Task Schedule, the change in the lump sums included in the Price for Services Provided to Date since the last assessment of the amount due multiplied by the price adjustment factor calculated at the last anniversary before the assessment and
 - the amount for price adjustment included in the previous amount due.
- Compensation events Options A, C and G (lump sum items on the Task Schedule) only** X1.5 The Time Charge for compensation events is assessed using the *staff rates* current at the time of assessing the compensation event adjusted to the Contract Date by dividing by $(1+PAF)$, where PAF is the price adjustment factor calculated at the last anniversary.
- Expenses adjustment** X1.6 If payment rates for any of the *expenses* are fixed at the Contract Date and are not otherwise adjustable for inflation, each amount due after the first anniversary includes an amount for *expenses* adjustment which is the sum of
- the change in fixed *expenses* since the last assessment of the amount due multiplied by the price adjustment factor calculated at the last anniversary and
 - the amount for *expenses* adjustment included in the previous amount due.

Option X2: Changes in the law

- Changes in the law** X2
- X2.1 A change in the *law of the project* is a compensation event if it occurs after the Contract Date. Either Party may notify the other of a compensation event for a change in the law. If the effect of a compensation event which is a change in the law is to reduce the total Time Charge, the Prices are reduced.

Option X3: Multiple currencies (used only with Options A and G)

- Multiple currencies** X3
- X3.1 The *Consultant* is paid in currencies other than the *currency of this contract* for the items or activities listed in the Contract Data. The *exchange rates* are used to convert from the *currency of this contract* to other currencies.

- X3.2 Payments to the *Consultant* in currencies other than the *currency of this contract* do not exceed the maximum amounts stated in the Contract Data. Any excess is paid in the *currency of this contract*.

Option X4: Parent company guarantee

- Parent company guarantee** X4
- X4.1 If a parent company owns the *Consultant*, the *Consultant* gives to the *Employer* a guarantee by the *Consultant's* parent company of the *Consultant's* performance in the form set out in the Scope. If the guarantee was not given by the Contract Date, it is given to the *Employer* within four weeks of the Contract Date.

Option X5: Sectional Completion (not used with Option G)

- Sectional Completion** X5
- X5.1 In these *conditions of contract*, unless stated as the whole of the *services*, each reference and clause relevant to
- the *services*,
 - Completion and
 - Completion Date
- applies, as the case may be, to either the whole of the *services* or any *section* of the *services*.

Option X6: Bonus for early Completion (not used with Option G)

- Bonus for early Completion** X6
- X6.1 The *Consultant* is paid a bonus calculated at the rate stated in the Contract Data for each day from Completion until the Completion Date.

Option X7: Delay damages

- Delay damages** X7
Options A, C and E
- X7.1 The *Consultant* pays delay damages at the rate stated in the Contract Data for each day from the Completion Date until Completion.
- X7.2 If the Completion Date is changed to a later date after delay damages have been paid, the *Employer* repays the overpayment of damages with interest. Interest is assessed from the date of payment to the date of repayment and the date of repayment is an assessment date.

- Option G only**
- X7.3 The *Consultant* pays delay damages at the rate stated in the Task Order for each day from the Task Completion Date until Task Completion.
 - X7.4 If the Task Completion Date is changed to a later date after delay damages have been paid, the *Employer* repays the overpayment of delay damages with interest. Interest is assessed from the date of payment to the date of repayment and the date of repayment is an assessment date.

Option X8: Collateral warranty agreements

- Collateral warranty** X8
- agreements** X8.1 The *Consultant* enters into the *collateral warranty agreements*.

Option X9: Transfer of rights

- Transfer of rights** X9
- X9.1 The *Employer* owns the *Consultant's* rights over material prepared for this contract by the *Consultant* except as stated otherwise in the Scope. The *Consultant* obtains other rights for the *Employer* as stated in the Scope and obtains from a Subconsultant equivalent rights for the *Employer* over the material prepared by the Subconsultant. The *Consultant* provides to the *Employer* the documents which transfer these rights to the *Employer*.

Option X10: Employer's Agent

- Employer's Agent** X10
- X10.1 The *Employer's Agent* acts on behalf of the *Employer* with the authority set out in the Contract Data.
 - X10.2 The *Employer* may replace the *Employer's Agent* after he has notified the *Consultant* of the name of the replacement.

Option X11: Termination by the Employer

- Termination by the Employer** X11
- X11.1 The *Employer* may terminate the *Consultant's* obligation to Provide the Services for a reason not stated in this contract by notifying the *Consultant*.

X11.2 If the *Employer* terminates for a reason not stated in this contract, an additional amount is due on termination which is 5% of the difference between

- the forecast of the final total of the Prices in the absence of termination and
- the total of the other amounts and costs included in the amount due on termination.

Option X12: Partnering

Identified and defined terms	<p>X12</p> <p>X12.1 (1) The Partners are those named in the Schedule of Partners. The <i>Client</i> is a Partner.</p> <p>(2) An Own Contract is a contract between two Partners which includes this Option.</p> <p>(3) The Core Group comprises the Partners listed in the Schedule of Core Group Members.</p> <p>(4) Partnering Information is information which specifies how the Partners work together and is either in the documents which the Contract Data states it is in or in an instruction given in accordance with this contract.</p> <p>(5) A Key Performance Indicator is an aspect of performance for which a target is stated in the Schedule of Partners.</p>
Actions	<p>X12.2 (1) Each Partner works with other Partners to achieve the <i>Client's objective</i> stated in the Contract Data and the objectives of every other Partner stated in the Schedule of Partners.</p> <p>(2) Each Partner nominates a representative to act for him in dealings with other Partners.</p> <p>(3) The Core Group acts and takes decisions on behalf of the Partners on those matters stated in the Partnering Information.</p> <p>(4) The Partners select the members of the Core Group. The Core Group decides how they will work and decides the dates when each member joins and leaves the Core Group. The <i>Client's</i> representative leads the Core Group unless stated otherwise in the Partnering Information.</p> <p>(5) The Core Group keeps the Schedule of Core Group Members and the Schedule of Partners up to date and issues copies of them to the Partners each time either is revised.</p> <p>(6) This Option does not create a legal partnership between Partners who are not one of the Parties in this contract.</p>
Working together	<p>X12.3 (1) The Partners work together as stated in the Partnering Information and in a spirit of mutual trust and co-operation.</p> <p>(2) A Partner may ask another Partner to provide information which he needs to carry out the work in his Own Contract and the other Partner provides it.</p> <p>(3) Each Partner gives an early warning to the other Partners when he becomes aware of any matter that could affect the achievement of another Partner's objectives stated in the Schedule of Partners.</p> <p>(4) The Partners use common information systems as set out in the Partnering Information.</p>

(5) A Partner implements a decision of the Core Group by issuing instructions in accordance with its Own Contracts.

(6) The Core Group may give an instruction to the Partners to change the Partnering Information. Each such change to the Partnering Information is a compensation event which may lead to reduced Prices.

(7) The Core Group prepares and maintains a timetable showing the proposed timing of the contributions of the Partners. The Core Group issues a copy of the timetable to the Partners each time it is revised. The *Consultant* changes his programme if it is necessary to do so in order to comply with the revised timetable. Each such change is a compensation event which may lead to reduced Prices.

(8) A Partner gives advice, information and opinion to the Core Group and to other Partners when asked to do so by the Core Group. This advice, information and opinion relates to work that another Partner is to carry out under its Own Contract and is given fully, openly and objectively. The Partners show contingency and risk allowances in information about costs, prices and timing for future work.

(9) A Partner notifies the Core Group before subcontracting any work.

Incentives X12.4 (1) A Partner is paid the amount stated in the Schedule of Partners if the target stated for a Key Performance Indicator is improved upon or achieved. Payment of the amount is due when the target has been improved upon or achieved and is made as part of the amount due in the Partner's Own Contract.

(2) The *Client* may add a Key Performance Indicator and associated payment to the Schedule of Partners but may not delete or reduce a payment stated in the Schedule of Partners.

Option X13: Performance bond

Performance bond X13

X13.1 The *Consultant* gives the *Employer* a performance bond, provided by a bank or insurer which the *Employer* has accepted, for the amount stated in the Contract Data and in the form set out in the Scope. A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond. If the bond was not given by the Contract Date, it is given to the *Employer* within four weeks of the Contract Date.

Option X18: Limitation of liability

Limitation of liability X18

X18.1 The *Consultant's* liability to the *Employer* for the *Employer's* indirect or consequential loss is limited to the amount stated in the Contract Data.

X18.2 The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to the amount stated in the Contract Data.

X18.3 The *Consultant* is not liable to the *Employer* for a matter unless it is notified to the *Consultant* before the *end of liability date*.

Option X20: Key Performance Indicators (not used with Option X12)**Incentives X20**

- X20.1 A Key Performance Indicator is an aspect of performance by the *Consultant* for which a target is stated in the Incentive Schedule. The Incentive Schedule is the *incentive schedule* unless later changed in accordance with this contract.
- X20.2 From the *starting date* until the *defects date*, the *Consultant* reports to the *Employer* his performance against each of the Key Performance Indicators. Reports are provided at the intervals stated in the Contract Data and include the forecast final measurement against each indicator.
- X20.3 If the *Consultant's* forecast final measurement against a Key Performance Indicator will not achieve the target stated in the Incentive Schedule, he submits his proposals for improving performance.
- X20.4 The *Consultant* is paid the amount stated in the Incentive Schedule if the target stated for a Key Performance Indicator is improved upon or achieved. Payment of the amount is due when the target has been improved upon or achieved.
- X20.5 The *Employer* may add a Key Performance Indicator and associated payment to the Incentive Schedule but may not delete or reduce a payment stated in the Incentive Schedule.

Option Y**Option Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996****Definitions Y(UK)2**

- Y2.1 (1) The Act is the Housing Grants, Construction and Regeneration Act 1996.
 (2) A period of time stated in days is a period calculated in accordance with Section 116 of the Act.

Dates for payment Y2.2 The date on which a payment becomes due is seven days after the date of the *Consultant's* invoice.

The final date for payment is fourteen days or a different period for payment if stated in the Contract Data after the date on which payment becomes due.

Not later than five days after the date on which a payment becomes due, the *Employer* issues a notice to the *Consultant* stating the amount of payment made or proposed to be made, and the basis on which the amount was calculated.

Notice of intention to withhold payment Y2.3 If either Party intends to withhold payment of an amount due under this contract, he notifies the other Party not later than seven days (the prescribed period) before the final date for payment by stating the amount proposed to be withheld and the reason for withholding payment. If there is more than one reason, the amount for each reason is stated.

A Party does not withhold payment of an amount due under this contract unless he has notified his intention to withhold payment as required by this contract.

Suspension of performance Y2.4 If the *Consultant* exercises his right under the Act to suspend performance, it is a compensation event.

Option Y(UK)3: The Contracts (Rights of Third Parties) Act 1999**Third party rights Y(UK)3**

- Y3.1 A person or organisation who is not one of the Parties may enforce a term of this contract under the Contracts (Rights of Third Parties) Act 1999 only if the term and the person or organisation are stated in the Contract Data.

Option Z: Additional conditions of contract

Additional conditions of contract Z1.1 The *additional conditions of contract* stated in the Contract Data are part of this contract.

CONTRACT DATA

Part one – Data provided by the *Employer*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- 1 General
 - The *conditions of contract* are the core clauses and the clauses for main Option, dispute resolution Option and secondary Options of the NEC3 Professional Services Contract June 2005 (with amendments June 2006).
 - The *Employer* is
 - Name
 - Address
 - The *Adjudicator* is
 - Name
 - Address
 - The *services* are
 -
 - The *Scope* is in
 -
 - The *language of this contract* is
 - The *law of the contract* is the law of
 - The *period for reply* is weeks.
 - The *period for retention* is years following Completion or earlier termination.
 - The *Adjudicator nominating body* is
 - The *tribunal* is
 - The following matters will be included in the Risk Register
 -
 -

- 2 The Parties' main responsibilities
 - The *Employer* provides access to the following persons, places and things
 access to *access date*
 -
 -

- 3 Time
 - *The starting date* is
 - The *Consultant* submits revised programmes at intervals no longer than weeks

- 4 Quality
 - The quality policy statement and quality plan are provided within weeks of the Contract Date.
 - The *defects date* is weeks after Completion of the whole of the *services*.

- 5 Payment
 - The *assessment interval* is
 - The *currency of this contract* is
 - The *interest rate* is % per annum (not less than 2) above the rate of the bank.

- 8 Indemnity, insurance and liability
 - The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	cover	period following Completion of the whole of the <i>services</i> or earlier termination
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i> in respect of each claim, without limit to the number of claims
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i> in respect of each claim, without limit to the number of claims
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract in respect of each claim, without limit to the number of claims

- The *Employer* provides the following insurances
.....
.....
.....
- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to
.....

Optional statements If the *Employer* has decided the **completion date** for the whole of the **services**

- The *completion date* for the whole of the *services* is

If no programme is identified in part two of the Contract Data

- The *Consultant* is to submit a first programme for acceptance within weeks of the Contract Date.

If the *Employer* has identified work which is to meet a stated *condition* by a *key date*

- The *key dates* and *conditions* to be met are

<i>condition to be met</i>	<i>key date</i>
1.....
2.....
3.....

If the period in which payments are made is not three weeks and Y(UK)2 is not used

- The period within which payments are made is

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is

If the *Employer* states any *expenses*

- The *expenses* stated by the *Employer* are

<i>item</i>	<i>amount</i>
.....
.....
.....

If the *Consultant* is to provide additional insurances

- The *Consultant* provides these additional insurances

1. Insurance against
- Cover is
- Period of cover
- Deductibles are.....
2. Insurance against
- Cover is
- Period of cover
- Deductibles are.....

If the *tribunal* is arbitration

- The *arbitration procedure* is
- The place where arbitration is to be held is
- The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the *arbitration procedure* does not state who selects an arbitrator is

If this contract is a subcontract and the main contract provides for joint adjudication of disputes

- The main contract Adjudicator is

If Option A is used

- The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than weeks.

If Option C, E or G is used

- The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than weeks.
- The *exchange rates* are those published in on (date).

If Option C is used

- The *Consultant's share percentages* and the *share ranges* are

<i>share range</i>	<i>Consultant's share percentage</i>
less than % %
from % to % %
from % to % %
greater than..... % %

If Option X1 is used

- The *index* is

If Option X2 is used

- The *law of the project* is
-
-

If Option X3 is used

- The *Employer* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
1
2
3

- The *exchange rates* are those published in on (date).

If Option X5 is used

- The *completion date* for each *section* of the *services* is

<i>section</i>	description	<i>completion date</i>
1
2
3
4
5

If Options X5 and X6 are used together

- The bonus for each *section* of the *services* are

<i>section</i>	description	amount per day
1
2
3
4
5

Remainder of the *services*

If Options X5 and X7 are used together

- Delay damages for each *section* of the *services* are

<i>section</i>	description	amount per day
1
2
3
4
5

Remainder of the *services*

If Option X6 is used (but not if Option X5 is also used)

- The bonus for the whole of the *services* is per day.

If Option X7 is used (whether or not Option X5 is also used; used only with main Options A, C and E)

- Delay damages for Completion of the whole of the *services* are per day.

If Option X8 is used

- The *collateral warranty agreements* are
agreement reference

third party

.....
.....
.....
.....

If Option X10 is used

- The *Employer's Agent* is

Name

Address

.....

.....

The authority of the *Employer's Agent* is

.....

If Option X12 is used

- The *Client* is

Name

Address

.....

- The *Client's objective* is

.....

.....

.....

.....

.....

.....

- The Partnering Information is in

.....

.....

.....

.....

.....

If Option X13 is used

- The amount of the performance bond is

If Option X18 is used

- The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to
- The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to
- The *end of liability date* is years after Completion of the whole of the *services*.

If Option X20 is used (but not if Option X12 is also used)

- The *incentive schedule* for Key Performance Indicators is in
- A report of performance against each Key Performance Indicator is provided at intervals of months.

If Option Y(UK)3 is used

- | | |
|--------|------------------------|
| • term | person or organisation |
| | |
| | |
| | |
| | |

If Option Z is used

- The *additional conditions of contract* are

Part two – Data provided by the *Consultant*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- The *Consultant* is
 Name
 Address

- The *key persons* are
 (1) Name.....
 Job.....
 Responsibilities.....
 Qualifications.....
 Experience.....
 (2) Name.....
 Job.....
 Responsibilities.....
 Qualifications.....
 Experience.....
- The *staff rates* are

name/designation	rate
.....
.....
- The following matters will be included in the Risk Register

Optional statements **If the *Consultant* is to decide the *completion date* for the whole of the services**

- The *completion date* for the whole of the services is

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is

If the *Consultant* states any expenses

- The *expenses* stated by the *Consultant* are

item	amount
.....
.....

If the *Consultant* requires additional access

- The *Employer* provides access to the following persons, places and things
access to *access date*

.....
.....

If Option A or C is used

- The *activity schedule* is
- The tendered total of the Prices is

If Option G is used

- The *task schedule* is

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

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