



# Agenda

## Finance and Democracy Committee

Date:	Monday, 28 March 2022 at 6:30 pm
Venue:	Town Hall, St Annes, FY8 1LW
Committee members:	<p>Councillor Karen Buckley (Chairman) Councillor Vince Settle (Vice-Chairman)</p> <p>Councillors Peter Anthony, Peter Collins, Ellie Gaunt, Linda Nulty, Liz Oades, David O'Rourke, Richard Redcliffe, Elaine Silverwood, John Singleton JP, Michael Withers.</p>

### Public Platform

To hear representations from members of the public in accordance with Article 15 of the Constitution.

To register to speak under Public Platform: see [Public Speaking at Council Meetings](#)

	PROCEDURAL ITEMS:	PAGE
1	<b>Declarations of Interest:</b> Declarations of interest, and the responsibility for declaring the same, are matters for elected members. Members are able to obtain advice, in writing, in advance of meetings. This should only be sought via the Council's Monitoring Officer. However, it should be noted that no advice on interests sought less than one working day prior to any meeting will be provided.	1
2	<b>Confirmation of Minutes:</b> To confirm the minutes, as previously circulated, of the meeting held on <a href="#">8 February 2022</a> as a correct record.	1
3	<b>Substitute Members:</b> Details of any substitute members notified in accordance with council procedure rule 23(c).	1
	<b>DECISION ITEMS:</b>	
4	<b>Write-Off of Uncollectable Debts 2021/22</b>	3 – 11
5	<b>Agreement for Grazing Land at Kirkham</b>	12 – 34
6	<b>Commercial Strategy Review</b>	35 – 46
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8	<b>Customer Access Channel Report (Corporate Plan Follow Up)</b>	54 – 56

<b>9</b>	<b>The Residents Survey 2020-21</b>	<b>57 – 66</b>
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<b>10</b>	<b>Exclusion of the Public</b>	<b>67</b>
<b>11</b>	<b>Blackpool Airport Enterprise Zone Progress Report</b>	<b>EXEMPT</b>

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The code of conduct for members can be found in the council's constitution at  
<http://fylde.cmis.uk.com/fylde/DocumentsandInformation/PublicDocumentsandInformation.aspx>

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## DECISION ITEM

REPORT OF	MEETING	DATE	ITEM NO
RESOURCES DIRECTORATE	FINANCE AND DEMOCRACY COMMITTEE	28 MARCH 2022	4
<b>WRITE-OFF OF UNCOLLECTABLE DEBTS 2021/22</b>			

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

This report details the proposed write-off of debts in relation to Business Rates, Council Tax, and the recovery of Housing Benefit overpayments.

Under this Council's Constitution the Head of Revenues, Benefits and Customer Services has delegated authority to write-off uncollectable Business Rate debts up to £10,000 and uncollectable Council Tax debts of up to £5,000.

Additionally, the Council's Constitution provides delegated authority to the Chief Financial Officer (Section 151 Officer) to write-off uncollectable debts in excess of those levels up to £25,000 per individual debt, with such write-offs to be subsequently reported to the Finance and Democracy Committee for information purposes.

The Chief Financial Officer has recently exercised this delegated power by writing-off three uncollectable Business Rate debts, two Housing Benefit overpayments and a single Council Tax debt. To meet the requirement that the written-off sums are reported to the Finance and Democracy Committee details of the debts are provided at Appendix A.

The writing-off of debts in excess of £25,000 requires the approval of the Finance and Democracy Committee. There are five uncollectable Business Rates debt in excess of the £25,000 limit for which write-off is now requested. Details are provided at Appendix A. There are no uncollectable debts in excess of the £25,000 limit in respect of any other category of debt.

All of the uncollectable debts for which write-off is requested (or is being reported) relate to the period to 31st March 2022. The cost of writing off these debts will be met from the appropriate bad debt provision. In respect of Business Rates and Council Tax the provision is funded by contributions by all the recipients of Business Rate or Council Tax income (those being Lancashire County Council, the Lancashire Combined Fire Authority and the Police and Crime Commissioner for Lancashire, together with Fylde Council).

### RECOMMENDATIONS

The Committee is recommended to:

1. Approve the write-off of the five uncollectable debts in excess of £25,000 details of which are provided at Appendix A this report; and
2. Note the write-off by the Chief Financial Officer under delegated powers of the six uncollectable debts below £25,000, details of which is also set out in Appendix A to this report.

## SUMMARY OF PREVIOUS DECISIONS

No previous decisions have been made in respect of these specific debts.

## CORPORATE PRIORITIES

Economy – To create a vibrant and healthy economy	
Environment – To deliver services customers expect	
Efficiency – By spending money in the most efficient way	√
Tourism – To create a great place to live and visit	

## REPORT

### Background

1. The Council is responsible for collecting substantial amounts of income each year in respect of Business Rates (NNDR), Council Tax and Sundry Debtors. In addition the Council seeks to recover any overpayment of Housing Benefit.
2. Historically, the Council's overall collection rate of income for Business Rates and Council Tax is high with approximately 98% of all income due to the Council eventually collected. Similarly, non-collection of sundry debts is at a low level.
3. Good recovery procedures are in place and the recovery teams within the Revenues and Benefits Shared Service and the Fylde Council Finance Administration team pursue all monies due from taxpayers and customers with fairness and vigour and continue to explore new avenues of debt recovery in pursuit of challenging performance targets. Debt write-off is only considered in exceptional circumstances when other recovery options have been exhausted.
4. Where an amount outstanding has not been collected due to the debtor absconding, officers make enquiries of various agencies with a view to obtaining a forwarding address. Unfortunately, there are usually a small number of cases in each year for which it is not possible to trace the debtor and where the action taken has been unsuccessful in recovering the debt.
5. In respect of the debts in relation to Business Rates, Council Tax and the recovery of Housing Benefit overpayments the head of the Shared Service (The Head of Revenues, Benefits and Customer Services) has presented these debts for write-off and is satisfied that every effort has been made to recover the money owed to the Council. However, for absconders, should the Shared Service become aware of the debtor's location, the amount written-off will be re-instated and action taken to recover the amount outstanding.
6. In some cases where a debtor has been declared bankrupt, or a company has gone into liquidation, the Council has little control. However, the debt, or part of it, may be re-instated at a later date upon payment of a dividend. Further information in relation to bankruptcy and liquidation terminology is provided at Appendix B.

### Implications

7. The collection of revenue is of vital importance to the financial management of the Council. Failure to collect debts, and in a timely manner, has adverse implications to the Council's finances and cash flow.
8. All of the debts for which write-off is requested (or is being reported) within this report relate to the period prior to 31st March 2022.
9. Although this report seeks approval to write-off a number of uncollectable debts, any debt that is written-off can be re-instated at a later date should there be a further opportunity to recover part or all of the debt.
10. The names of individual debtors and their address have not been published because to do so may infringe the Data Protection Act 2018.

IMPLICATIONS	
Finance	The financial implications are detailed within the body of this report.
Legal	The Council's Constitution determines that the writing-off of debts in excess of £25,000 requires the prior approval by the Finance and Democracy Committee. Additionally, amounts above a specified level that have been written-off by the Chief Financial Officer under delegated powers are required to subsequently be reported to the Finance and Democracy Committee for information purposes. This report fulfils those requirements.
Community Safety	No implications arising from this report
Human Rights and Equalities	No implications arising from this report
Sustainability and Environmental Impact	No implications arising from this report
Health & Safety and Risk Management	No implications arising from this report

LEAD AUTHOR	CONTACT DETAILS	DATE
Paul O'Donoghue Chief Financial Officer	paul.odonoghue@fylde.gov.uk	March 2022

BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
N/A	N/A	N/A

#### Attached documents

Appendix A – Information on debts written-off and for which write-off is requested

Appendix B – Terminology

## Section 1: Debts in excess of £25,000: (Authority sought to write off the debt)

Business Rates		
Name	Amount (£)	Reason
Peel Hall Estates Ltd	149,621.73	No Prospect of Recovery
<b>Address:</b> Peel Hall Business Village, Peel Road, Westby, Blackpool, FY4 5JX		
<b>Property type – Various (Stores, Nursery, Offices and Premises)</b>		
<p>This applies to various units on the Peel Hall Business Village. The company had purchased the former Peel Hall Farm and had gradually developed the land into an eco-focussed business park made up of a mix of small storage units, small warehousing units and a number of small offices.</p> <p>The debt relates to vacant individual units over a six-year period between 2011 and 2017 when the then owners had defaulted on their HSBC mortgage and the lender had appointed law of property act receivers to manage the business park. Despite our efforts to engage with the company and their receivers, no payment was forthcoming and the recovery options were significantly restricted given that the only asset held by the company was the business park, which was being marketed for sale and already subject to a secured debt which would exceed the resale value.</p> <p>The business park was sold to new owners in 2017 leaving the company legally active but without any assets. The company was dissolved via compulsory strike off in November 2020 signalling the final closure of the company.</p>		

Business Rates		
Name	Amount (£)	Reason
Small and Shouty (North West) Ltd	41,981.69	No Prospect of Recovery
<b>Address:</b> 23 Wood Street, Lytham St Annes, FY8 1QR		
<b>Property type – Restaurant and Premises</b>		
<p>This debt is for a former restaurant on Wood Street, St Annes which had previously traded as Nuvo between 2018 and 2020. The company was dissolved on 25 February 2020 via voluntary strike off. Prior to this, liability orders had been obtained from the court and the case had been passed to Enforcement Agents for collection but this did not ultimately result in recovery of the debt.</p>		

Business Rates		
Name	Amount (£)	Reason
Aztex Venue CIC	33,540.34	No Prospect of Recovery
<b>Address:</b> Club at the Island, South Promenade, Lytham St Annes, FY8 1LY		
<b>Property type – Club and Premises</b>		
<p>The debt relates to a former Community Interest Company operating from the former casino premises on the Island, in which the company was dissolved via compulsory strike off in September 2020. The collection attempts were hampered by late notification of a change in tenant by the landlord, which only left four months to collect the debt before the company was dissolved. The property remains empty.</p>		

Business Rates		
Name	Amount (£)	Reason
<b>Tiger TK Wood Ltd</b>	<b>28,360.87</b>	<b>Insolvency</b>
<b>Address:</b> Miller Arms, The Village, Singleton, Blackpool, FY6 8LL		
<b>Property type – Public House and Premises</b>		
<p>The company ran the Miller Arms public house from 2013 to 2019 but was ultimately placed in creditors voluntary liquidation following a special resolution of the directors. The original liquidator was appointed in September 2019 but was replaced in January 2020 and have now declared there will be no dividend available to unsecured creditors. Prior to the liquidation we had obtained liability orders from the court and had passed the case to the Enforcement Agents for collection.</p>		

Business Rates		
Name	Amount (£)	Reason
<b>Provincial Hotels &amp; Inns Ltd</b>	<b>27,604.26</b>	<b>Insolvency</b>
<b>Address:</b> The Windmill, Clifton Lane, Preston, PR4 0YE		
<b>Property type – Public House and Premises</b>		
<p>This is the former Windmill Pub in Clifton which closed in June 2021 following trading difficulties due to COVID19. The company owned nine pubs and two hotels which had all closed when the company was placed in administration. The premises are owned by the company and has been kept empty but the deemed value of the assets of the company (£2.5m) is less than the debt owed (£3.7m) so there remains no prospect of a dividend to unsecured creditors. Prior to the administration, there was no history of non-payment.</p>		

## Section 2: Debts under £25,000: (For information only)

Business Rates		
Name	Amount (£)	Reason
Cucina Pazzo Ltd	17,645.09	No Prospect of Recovery
Address: 37-39 St Andrews Road South, Lytham St Annes, FY8 1PZ		
Property type – Restaurant and Premises		
This debt relates to the former Italian restaurant on St Andrews Road South for the period 2013 to 2015. The company had struggled to pay their bills and we had passed the case to our Enforcement Agents for collection. The company was dissolved in 2018 via compulsory strike off.		

Business Rates		
Name	Amount (£)	Reason
Westby Homes (Parkwater) Ltd	15,843.94	Insolvency
Address: 25-33 Fairhaven Road, Lytham St Annes, FY8 1NN		
Property type – Hotel and Premises		
This debt is for a 6 month period in 2015 prior to the hotel being demolished and converted into domestic apartments. Liability orders had been obtained from the court and had pursued the debt via Enforcement Agents but the company was placed in administration. The administrator had marketed all of the remaining apartments for sale for the benefit of the company's creditors and the final sales were concluded in 2020. Following payment of the section 106 to the Council the company was therefore moved from administration to dissolution, but without any dividend for unsecured creditors. The company was dissolved following liquidation in February 2021.		

Business Rates		
Name	Amount (£)	Reason
Individuals – name not disclosed due to Data Protection	10,916.66	Absconded
Address: address not disclosed due to Data Protection		
Property type – Shop and Premises.		
The debt relates to a shop for the period 2011 to 2013. Liability Orders had been obtained from the courts and the case had been passed to the Enforcement Agents for collection, but despite our best efforts to trace the ratepayers we have not been able to find their current whereabouts.		

Housing Benefit		
Name	Amount (£)	Reason
Individual – name not disclosed due to Data Protection	6,154.64	No Prospect of Recovery
Address: address not disclosed due to Data Protection		
This is a housing benefit overpayment for a period between 2018 and 2021 but where the recovery is not thought to be appropriate given the age and health considerations of the claimant. The claimant is aged 67, lives alone and receives state pension, disability living allowance (care) middle rate and disability living		

allowance (mobility) high rate and an occupational pension.

Housing Benefit		
Name	Amount (£)	Reason
Individual – name not disclosed due to Data Protection	5,248.10	No Prospect of Recovery
Address: address not disclosed due to Data Protection		
This is a housing benefit overpayment for a period between 2017 and 2021 but where the recovery is not thought to be appropriate given the age and health considerations of the claimant. The claimant is aged 74 and receives state pension, disability living allowance (care) middle rate and disability living allowance (mobility) high rate. Their partner is aged 71 and receives state pension, disability living allowance (care) high rate, disability living allowance (mobility) high rate and industrial disablement pension.		

Council Tax		
Name	Amount (£)	Reason
Individual – name not disclosed due to Data Protection	5,099.99	Insolvency
Address: address not disclosed due to Data Protection		
This is a Council Tax debt for a period between 2014 and 2021. Liability Orders were obtained and the case had been passed to Enforcement Agents for collection and despite the taxpayer making a number of payments they had sought accredited debt advice and had obtained a Debt Relief Order resulting in the debt being put forward for write off.		

## TERMINOLOGY

### Bankruptcy

Bankruptcy is the legal process involving an individual who is unable to repay outstanding debts when they become due. It is a legal procedure started either by the debtor (voluntary) or by creditors (involuntary) when the debtor is unable to make their payments.

A trustee is appointed by the court to measure, evaluate and dispose of the debtor's assets and distribute any proceeds to the creditors.

### Liquidation

Where a limited liability company cannot repay their debts the Director(s) may call a creditors meeting to have the company voluntarily wound up. Also, a creditor who is owed outstanding sums may apply to the court to have the company wound up.

Once a company is wound up a liquidator is appointed to dispose of any assets and distribute any proceeds to the creditors.

### Receivership & Administration

Administration is where a business is in danger of becoming insolvent and has an administrator appointed in order to try to improve the financial viability of the business to achieve a better outcome for creditors. This may include the sale of parts of the business or the continuation of trade whilst 'in administration'.

Receivership is where an individual or company cannot meet its debts and creditors, usually a debenture holder or a mortgagee, have applied to the court for the appointment of a receiver or administrator. Unlike liquidation, the business may not necessarily be wound up.

The task of the receiver or administrator is to protect the interest of the appointer, not the creditors as a whole. They will attempt to sell the business as a going concern, whether as a whole or in part, and any remaining proceeds from the sale will be distributed to the creditors after the debenture or mortgage has been paid.

### Proposal to strike off - Dissolution

A company may apply to the Registrar of Companies to be 'struck off' the register and dissolved. The company can do this if it is no longer needed. For example, the directors may wish to retire and there is no one to take over from them; or it is a subsidiary whose name is no longer needed; or it was set up to exploit an idea that turned out not to be feasible. Some companies who are dormant or non-trading choose to apply for strike off.

The registrar publishes a notice in the relevant Gazette stating his intention to strike the company off the register unless he is shown reason not to do so. Companies House records will show "action - proposal to Strike off" and this indicates there is dissolution pending.

If the registrar sees no reason to do otherwise, he will strike off the company not less than two months after the date of the notice. The company will be dissolved on publication of a further notice in the relevant Gazette.

In administering these cases, the outstanding debt is written off on systems but records at Companies House are continually checked to confirm that the dissolution of the company has been completed.

## **Voluntary Arrangements (IVA or CVA)**

A Voluntary Arrangement is a formal proposal to creditors to pay part or all of the debt.

An individual will be subject to an Individual Voluntary Arrangement (IVA) and a company will be subject to a Company Voluntary Arrangement (CVA).

An insolvency practitioner will act as the supervisor and application is through the court for an "Interim Order" which prevents creditors from recovery proceedings against the debtor while the interim order is in force.

The supervisor tells the court the details of the proposal and whether in his opinion a meeting of creditors should be called to consider it. At the meeting, the creditors vote on whether to accept the proposals. If enough creditors (over 75% in value of the creditors present in person or by proxy, and voting on the resolution) vote in favour, the proposals are accepted. They are then binding on all creditors who had notice of, and were entitled to vote at, the meeting.

The supervisor pays the creditors in accordance with the accepted proposal.

The voluntary arrangements avoid the restrictions that apply to bankruptcy or liquidation and give the debtor more say in how his assets are dealt with and how payments are made to creditors.

## **Debt Relief Order (DRO)**

The DRO is a cheaper, quicker and easier alternative to bankruptcy for individuals who have less than £1,000 in assets, aren't homeowners and have less than £50 in disposable income per month.

To qualify for a DRO individuals must have less than £20,000 in qualifying debts and haven't had an existing Bankruptcy Order, Individual Voluntary Arrangement or a Debt Relief Order in the last six years.

A DRO usually lasts for 12 months, and listed Creditors are not able to take action to recover the amounts owed, however normal expenses that fall due during the period, such as utility bills, council tax and rent, must be paid.

Arrangements to repay creditors must be made if the financial circumstances of the individual improve during the 12 month period.

The courts are not involved in the process and individuals contact an approved debt adviser like the Citizen's Advice Bureau who can check if the relevant conditions are met and assist in completing the relevant application.

## DECISION ITEM

REPORT OF	MEETING	DATE	ITEM NO
DEVELOPMENT SERVICES DIRECTORATE	FINANCE AND DEMOCRACY COMMITTEE	28 MARCH 2022	5
<b>AGREEMENT FOR GRAZING LAND AT KIRKHAM</b>			

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

This report proposes a Farm Business Tenancy for a period of 20 years to be granted to John Kirkham to ensure there is a written legal agreement in place for grazing of the land at Carr Farm.

### RECOMMENDATION

1. It is recommended that Fylde Council grants a Farm Business Tenancy to John Kirkham for a term of 20 years.

### SUMMARY OF PREVIOUS DECISIONS

#### Cabinet 23<sup>rd</sup> March 2011

Whilst this report was not directly related to the farmer's use of the grazing land – see [Cabinet 23 March 2011](#) item 15 – it refers to the farmer's agreement to give up some of the grazing land to enable a transfer to Kirkham Town Council to enable expansion of the adjacent community allotments.

CORPORATE PRIORITIES	
Economy – To create a vibrant and healthy economy	✓
Environment – To deliver services customers expect	✓
Efficiency – By spending money in the most efficient way	
Tourism – To create a great place to live and visit	✓

### REPORT

#### Background

1. A parcel of land adjoining Carr Farm, School Lane, Kirkham has been owned by the Council (and its predecessors) since 1929. The land is registered under title number LAN231549.
2. For potentially over 40 years the land has been occupied by Richard Kirkham and his son John Kirkham.
3. It has come to light that Mr Richard Kirkham passed away in 2016 and Mr John Kirkham has occupied the land solely since that time.

4. Since 2018 the Council have been negotiating a formal arrangement for the occupation. Officers started discussions regarding a grazing licence in June 2018 which Mr John Kirkham refused to sign. Officers then approached him in October 2019 regarding a Farm Business Tenancy ("FBT"), but again at that time he refused to sign the tenancy. Mr John Kirkham claims to have a full tenancy of the land.
5. As it currently stands there is no formal arrangement in writing. In the absence of any formal agreement for the occupation of the land, the Council are keen to formalise the situation by way of FBT in order to secure the land in the long term.
6. A meeting between officers and Mr John Kirkham took place on the 15<sup>th</sup> June 2021 whereby the content of the FBT was discussed. Since that time communication between the parties has taken place to prepare a draft FBT in a suitable format. The proposed FBT will not change the legal relationship between Mr Kirkham and Fylde Council.
7. Terms have now been agreed between the parties. Attached at Appendix 2 is the draft FBT.

#### **Legal background**

8. A Farm Business Tenancy (FBT) is a tenancy of agricultural land that is governed by the Agricultural Tenancies Act 1995 ("AHA 1995"). It is a Lease of agricultural land.
9. A tenancy of agricultural land will be a farm business tenancy if:
  - (a) It was granted on or after 1<sup>st</sup> September 1995;
  - (b) All or part of the land is used for trade or business for the purpose of farming<sup>1</sup>; and
  - (c) The character of the tenancy is primarily or wholly agricultural.<sup>2</sup>
10. A FBT details the needs of the landlord and the tenant to include; the length of the tenancy term, the agreed rent, maintenance obligations of both landlord and tenant and what the tenant can and cannot do on the land.

IMPLICATIONS	
Finance	The proposed Farm Business Tenancy, as described in this report has an initial annual rental of £50.00 per annum which increases every 5 years.
Legal	This will provide a written legal agreement between Fylde Council and the tenant.
Community Safety	No implications
Human Rights and Equalities	No implications
Sustainability and Environmental Impact	No implications
Health & Safety and Risk Management	No implications

LEAD AUTHOR	CONTACT DETAILS	DATE
Phil Haworth/Carly Smith	Philip.haworth@fylde.gov.uk & Tel 01253 658495	03/03/2022

BACKGROUND PAPERS		
Name of document	Date	Where available for inspection

#### **Attached documents**

1. Demise Plan
2. Draft Farm Business Tenancy

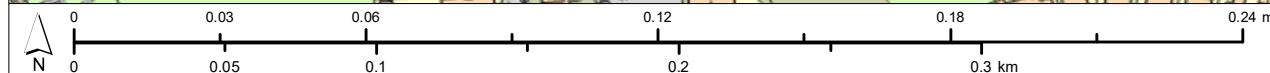
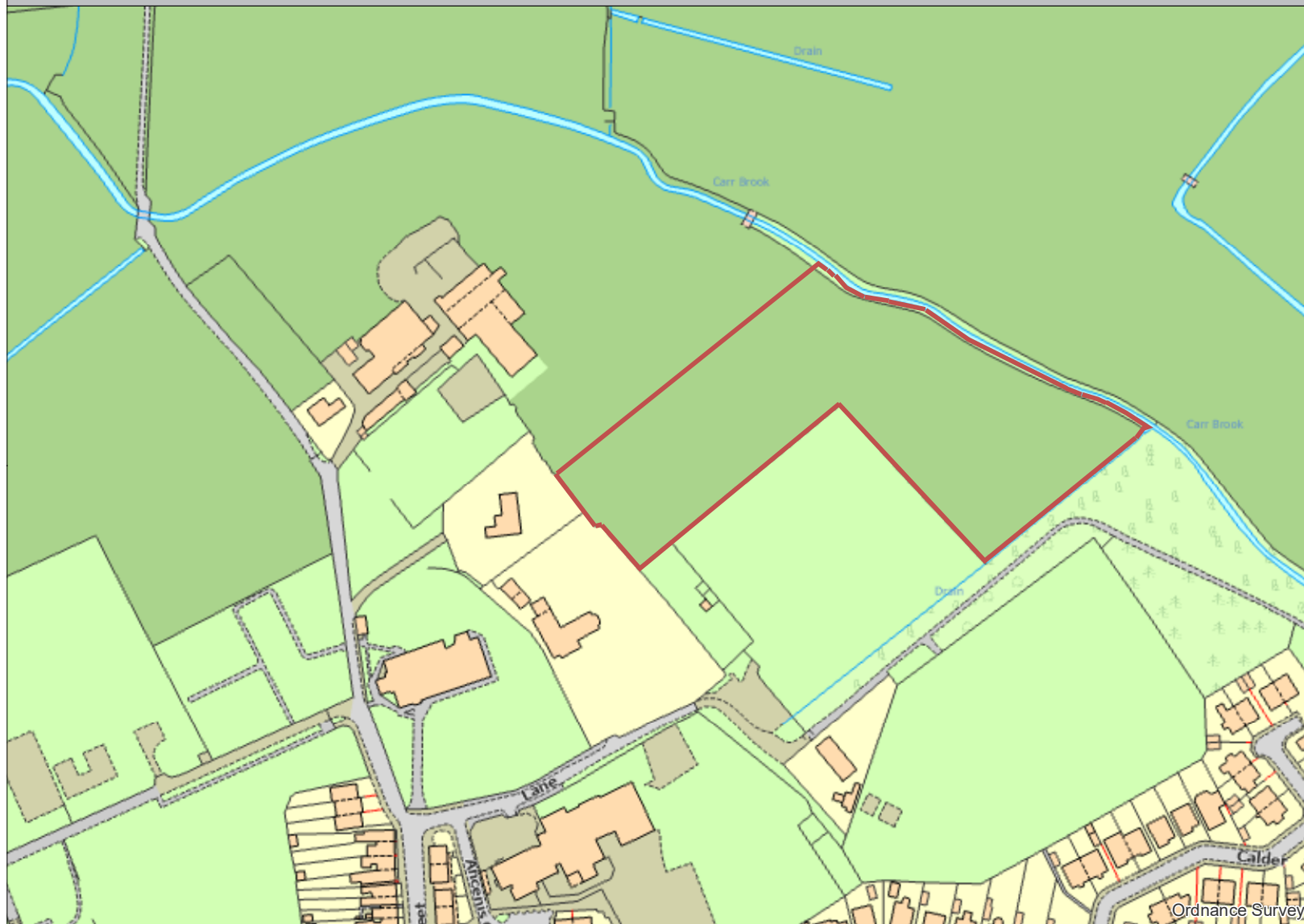
<sup>1</sup> This includes agricultural activity under section 38(2) Agricultural Tenancies Act 1995

<sup>2</sup> Agriculture includes the use of land as grazing land – Section 39(1) ATA 1995

# Land adjoining Carr Farm, Kirkham - FBT demise plan

Author:

Date Created: 28/07/2021



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Map Scale: 1:2,500  
Map Centre: 342,800 432,442

[DATE]

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**FARM BUSINESS TENANCY**

**relating to**

Land adjacent to Carr Farm School Lane Kirkham

Between

**Fylde Borough Council**

and

**John Kirkham**

## PREScribed CLAUSES

LR1. Date of lease	
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>LAN231549 (part)</p> <p>LR2.2 Other title numbers</p>
LR3. Parties to this lease	<p>Landlord</p> <p>Fylde Borough Council of The Town Hall, Lytham Saint Annes, FY8 1LW</p> <p>Tenant</p> <p>John Kirkham of Carr Farm, Church Street, Kirkham, Lancashire, PR4 2SE</p>
LR4. Property	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>All that property known as land adjacent to Carr Farm, School Lane, Kirkham, PR4 2SE as shown edged red on the Plan.</p>
LR5. Prescribed Statements etc.	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>N/A</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p><del>Leasehold Reform Act 1967</del></p> <p><del>Housing Act 1985</del></p> <p><del>Housing Act 1988</del></p> <p><del>Housing Act 1996</del></p> <p>Agricultural Tenancies Act 1995</p>
LR6. Term for which the Property is leased	<p>The Term is as follows:</p> <p>A term of 20 years commencing on the 1<sup>st</sup> July</p>

	2021
LR7. Premium	N/A
LR8. Prohibitions or restrictions on disposing of this lease	<p><del>This lease does not contain a provision that prohibits or restricts dispositions.</del></p> <p>OR</p> <p>This lease contains a provision that prohibits or restricts dispositions.</p>
LR9. Rights of acquisition etc.	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land.</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease.</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease.</p> <p>None</p>
LR10. Restrictive covenants given by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property.</p> <p>See clause 3.</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property.</p> <p>None</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	<p>The parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number                      ]</p> <p>None</p>

LR14. Declaration of trust where there is more than one person comprising the Tenant	None

DRAFT

This lease is dated

## **Parties**

- (1)** Fylde Borough Council of The Town Hall Lytham Saint Annes FY8 1LW (**Landlord**)
- (2)** John Kirkham of Carr Farm Church Street Kirkham Lancashire PR4 2SE (**Tenant**)

## **Agreed terms**

### **1. Interpretation**

The following definitions and rules of interpretation apply in this lease.

#### **1.1 Definitions:**

**AA 2020:** Agriculture Act 2020.

#### **Act of Insolvency:**

- a) the making of an application for a bankruptcy order, the presentation of a bankruptcy petition or the making of a bankruptcy order against the Tenant;
- b) the taking of any step in connection with any voluntary arrangement or any other composition or arrangement for the benefit of any creditors of the Tenant;
- c) the appointment of a receiver or interim receiver in relation to any assets of the Tenant; or
- d) any distress, execution, sequestration, use of the procedure in Schedule 12 to the Tribunals, Courts and Enforcement Act 2007 or other similar process affecting any assets of the Tenant that is not fully discharged within 14 days.

**Annual Rent:** rent at the rate of £50 per annum and then as revised pursuant to this Lease.

**APHA:** the Animal and Plant Health Agency and any other body discharging similar functions from time to time.

**ATA 1995:** Agricultural Tenancies Act 1995.

**Basic Payment Scheme:** the basic payment scheme as defined in section 7 of the AA 2020 and any similar substituted scheme, including any such scheme established under the AA 2020 and any statutory instrument enacted under the AA 2020 and any subsequent legislation.

**Cross Compliance Conditions:** the statutory management requirements and the standards for good agricultural and environmental condition of land for the current claim years as published by the RPA or any substituted regulations made by the UK government as a result of the UK leaving the EU under the AA 2020 or any other legislation implementing acts and laws and all subordinate legislation, guidance and codes of practice made from time to time under them and any similar replacement or similar additional conditions applicable to the Holding.

**Defra:** the Department for Environment, Food and Rural Affairs and any successor ministry or department.

**Genetically Modified Organisms:** has the meaning set out in section 106 of the Environmental Protection Act 1990 and includes all crops containing genes or other genetic material that have been artificially modified or inherited or otherwise derived from genes or other genetic material which were so modified.

**Holding:** the land adjacent to Carr Farm School Lane Kirkham PR4 2SE shown edged red on the Plan.

**Notifiable Disease:** any disease named in section 88 of the Animal Health Act 1981 or in any order made under it.

**Permanent Grassland:** land used to grow grasses or other herbaceous forage naturally (self-seeded) or through cultivation (sown) and that has not been included in the crop rotation of the Holding for the last five years.

**Permitted Use:** use of the Holding for agricultural purposes only.

**Plan:** the plan attached to this lease marked "Plan".

**Rent Payment Date:** 1<sup>st</sup> July

**Rent Review Date:** Every consecutive five-year period starting from commencement of the Lease.

**RPA:** the Rural Payments Agency responsible for the administration of the Basic Payment Scheme in England or any other body discharging similar function from time to time.

**Service Media:** all media for the supply or removal of electricity, water, sewage, and all other services and utilities and all structures, machinery, and equipment ancillary to those media.

**Term:** a term of 20 years beginning on 1<sup>st</sup> July 2021 and ending on and including 30<sup>th</sup> June 2041.

**Third Party Rights:** all rights, covenants and restrictions affecting the Holding.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this tenancy agreement and any agreement, deed, licence, consent, approval, or other instrument supplemental to it.
- 1.3 A reference to the **Tenancy** is to the tenancy granted by this lease.
- 1.4 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the **Tenant** includes a reference to its successors in title.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Holding** is to the whole and any part of it.
- 1.7 A reference to the **end of the Tenancy** is to the end of the Tenancy however it ends.
- 1.8 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday, or a public holiday in England.
- 1.9 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.10 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 Unless the context otherwise requires, any words following the term **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.
- 1.13 A **person** includes a natural person, corporate or unincorporated body.
- 1.14 A reference to **writing** and **written** excludes fax and e-mail.

- 1.15 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Clause, Schedule, and paragraph headings shall not affect the interpretation of this lease.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.19 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

## **2. Grant**

- 2.1 The Landlord lets the Holding to the Tenant for the Term.
- 2.2 The grant is made together with the ancillary right set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
  - (b) all interest payable under this lease; and
  - (c) all other sums due under this lease.

## **3. Ancillary right**

- 3.1 The Landlord grants to the Tenant the right to use any Service Media that belong to the Landlord and serve the Holding (the **Right**):
- 3.2 The Right is granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Tenant shall exercise the Right in accordance with this lease and only in connection with the Tenant's use of the Holding for the Permitted Use but not for any other purpose.

- 3.4 The Tenant shall comply with all laws relating to the Right and all reasonable regulations in connection with the exercise of the Right that the Landlord may make from time to time and notify to the Tenant in writing.
- 3.5 The Landlord shall not be liable to the Tenant in respect of any:
- (a) defective Service Media;
  - (b) obstruction of any drains, ditches or accessways caused by a third party; or
  - (c) any act or omission caused by any owner, tenant or occupier of neighbouring land, or any act, omission or representation caused or made by an agent or employee of the Landlord unless acting with the Landlord's express authority.

#### **4. Rights excepted and reserved**

- 4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**) notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Holding or loss of amenity for the Holding provided that they do not materially affect the use and enjoyment of the Holding for the Permitted Use:
- (a) The right to use and to connect into Service Media on the Holding which are in existence at the date of this Lease or which are installed or constructed during the tenancy;
  - (b) the right to enter into any new wayleave agreement, easement, contract or licence that may affect the Holding along with the right to authorise agents of the grantee to enter the Holding with or without vehicles, plant and machinery and carry out works on the Holding, at the grantee's or Landlord's cost, which may be required under those agreements and the right to receive the rents or other payments due under any current or future wayleave agreement, easement, contract or licence relating to the Holding;
  - (c) the right to enter the Holding in the last three months of the Term to affix and maintain on suitable parts of the Holding any "For Sale" or "To Let" signs and to show prospective tenants or buyers around the Holding;
  - (d) the right to enter the Holding for any other purpose mentioned in or connected with:
    - (i) this lease;
    - (ii) the Reservations; or
    - (iii) the Landlord's interest in the Holding;
  - (e) the exclusive right to all treasure or archaeological artefacts discovered on the Holding;

- (f) the right to extract water from any water course on or beneath the surface of the Holding;
- (g) the right to all game, deer, fish, wildfowl and other wild birds and the exclusive right to enter the Holding to rear, preserve, shoot, kill and take them away and the exclusive right to hunt, shoot, hawk, sport or fish on or over the Holding;
- (h) the right to enter the Holding to kill and take rabbits, hares, mink, and other pests, subject to the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906; and
- (i) the right to all timber and trees and to all mines, quarries and minerals and mineral substances and petroleum and its relative hydrocarbons and all stones, sand, brick-earth, clay, gravel and turf on, in or under the Holding, with the right of access to cut, fell, work, process and carry away the same, the person exercising such rights making good all damage thereby caused or paying proper compensation for such damage.

4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.3 The Tenant shall allow all those entitled to exercise any of the Reservations to enter the Holding at any reasonable time and, except in the case of an emergency, after having given reasonable notice to the Tenant (which notice need not be in writing), with or without their workers, contractors, agents and professional advisors.

4.4 No party exercising any of the Reservations, nor its workers, contractors, agents or professional advisors, shall be liable to the Tenant or other occupier of or person at the Holding for any loss, damage, injury, nuisance or inconvenience arising by reason of the exercise of any of the Reservations except for:

- (a) physical damage to the Holding; or
- (b) any loss, damage, injury, nuisance, or inconvenience in relation to which the law prevents the Landlord from excluding liability.

## **5. Third Party Rights**

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third-Party Rights insofar as those obligations relate to the Holding and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third-Party Rights.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of any of the Third-Party Rights to enter the Holding in accordance with its terms.

## **6. The Annual Rent and other payments**

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it in advance on or before the Rent Payment Date and the first instalment shall be paid on the date of this lease and shall be the proportion, calculated on a daily basis, for the period from and including the date of this lease until the day before the next Rent Payment Date.
- 6.2 Payments of Annual Rent and any VAT in respect of it shall be made by banker's standing order or by any other method that the Landlord reasonably requires at any time by giving notice to the Tenant.
- 6.3 The Annual Rent shall be revised as follows:
- (a) £50.00 per annum with effect from and including 1 July 2021 until 30 June 2026;
  - (b) £100.00 per annum with effect from and including 1 July 2026 until 30 June 2031; and
  - (c) £150.00 per annum with effect from and including 1 July 2031 to 30 June 2036
  - (d) £200.00 per annum from 1 July 2036 until the end of the Term
- and Part II of the ATA 1995 shall not apply.
- 6.4 The Tenant shall pay all costs in connection with the supply and removal of all electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Holding. If any of those costs are payable in relation to the Holding together with other property, the Tenant shall pay a fair proportion of all those costs.
- 6.5 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable at any time during the Tenancy in respect of the Holding, its use and any works carried out there, except:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
  - (b) any taxes (other than VAT) payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 6.6 The Annual Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **7. Common items**

- 7.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, cleaning and renewal of all Service Media,

structures and other items used or capable of being used by the Holding in common with other land.

- 7.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures, or other items.

## **8. Insurance**

- 8.1 The Tenant shall at its own expense procure and maintain insurance in respect of all third party liability risks in relation to the Holding with an insurance company approved by the Landlord to provide cover in respect of each and every claim of not less than ten million pounds or such higher sum as the Landlord may from time to time direct in writing, and the Tenant shall ensure that the interest of the Landlord is noted on the policy and shall, on demand by the Landlord, supply to the Landlord a copy of the insurance policy together with a receipt or other evidence of payment of the latest premium due under it.

- 8.2 The Tenant shall use all insurance money received to repair the loss or damage for which the money has been received or (as the case may be) in reinstatement, replacement or in rebuilding.

## **9. VAT**

- 9.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 9.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

## **10. Use and management of the Holding**

- 10.1 The Tenant shall only use the Holding for the Permitted Use and shall farm all or part of the Holding for the purposes of a trade or business throughout the Tenancy in compliance with section 1(2) of the ATA 1995.
- 10.2 The Tenant shall manage and cultivate the Holding in compliance with the Cross Compliance Conditions, and otherwise in accordance with the rules of good husbandry set out in section 11 of the Agriculture Act 1947, the terms of this lease, and the industry

standards embodied in the Defra codes of good practice, and shall keep and, at the end of the Tenancy, leave the Holding in good heart and condition. For the avoidance of doubt, if the rules of good husbandry conflict with the Cross-Compliance Conditions, the Cross-Compliance Conditions will take priority.

- 10.3 The Tenant shall not use the Holding for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, any other tenants of the Landlord or any owner or occupier of neighbouring property.
- 10.4 The Tenant shall not:
- (a) make any alteration or addition to the Holding and shall not remove or alter any fences, hedges, gates, ditches, or watercourses forming the boundaries of the Holding (not excluding the maintenance of the same)
  - (b) allow caravans, campers or travellers onto the Holding or allow the Holding to be used for storage containers, any advertisements or signs or any other non-agricultural use;
  - (c) obstruct any public road, footpath, right of way or any means of access to the Holding; or
  - (d) allow any metal detecting on the Holding.
- 10.5 The Tenant shall not damage or remove any hedges, fences or other boundary features on the Holding, and shall not without the Landlord's prior written consent cut, lop, remove, fell or plant any hedges, fruit or other trees, coppice, saplings, pollard or underwoods, and shall promptly notify the Landlord in writing of any dangerous tree on the Holding that the Tenant is aware of.
- 10.6 The Tenant shall not without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed):
- (a) sell any grass, or allow any other persons to enjoy the use or benefit of the Holding which would purport to convey any rights over the land or any part of it. For the avoidance of doubt, the Tenant is permitted to take in horses (for grazing) without requiring the Landlord's prior written consent provided it does not create any right over the Holding or any part of it.
  - (b) keep or plant or cause to be kept or planted on the Holding any Genetically Modified Organisms;
  - (c) break up, plough or damage any part of the Holding that is Permanent Grassland, burn or damage any heather or moorland on the Holding or remove any topsoil, turf, stone or gravel from the Holding;
  - (d) take any part of the Holding out of agricultural use or

- (e) enter the Holding, or any part of it, into any agri-environmental scheme or capital grants scheme, or any similar replacement schemes
- 10.7 The Tenant shall not destroy or harm any game (including pheasants, partridges, grouse, heath or moor game, black game and buzzards and their nests and eggs), or any wildfowl (including geese, ducks, guinea fowl and swans) or any wild birds listed in Part I of Schedule 2 to the Wildlife and Countryside Act 1981, or any deer and shall warn off unauthorised persons from molesting or destroying any such game, wildfowl, wild birds or deer.
- 10.8 The Tenant shall not burn any vegetation on the Holding except in compliance with all applicable laws and with the Cross-Compliance Conditions.
- 10.9 The Tenant shall:
  - (a) inform the Landlord and the APHA immediately of any outbreak or suspected outbreak of any Notifiable Disease of livestock;
  - (b) inform the Landlord of any plant pests or diseases that are classified as quarantine organisms and subject to statutory control;
  - (c) comply with any direction or recommendation from the APHA, any relevant statutory body or any reasonable request from the Landlord for the prevention or treatment of any disease notified under this clause;
  - (d) use all reasonable endeavours to keep the Holding free from disease, weeds, mole-heaps, moles, rabbits, rats and other vermin and any infestation by insects and other pests; and
  - (e) notify the Landlord immediately if the Tenant finds growing on the Holding any injurious weeds specified in either the Weeds Act 1959 or the Ragwort Control Act 2003 and shall use all reasonable endeavours to remove the injurious weeds.
- 10.10 The Tenant shall use all reasonable care to ensure that timber, hedges, and crops are not adversely affected during spraying and shall comply with the latest codes of best practice governing the use of pesticides.
- 10.11 The Tenant shall keep the Holding and, at the end of the Tenancy, leave the Holding clean, tidy and clear of rubbish and shall repair and keep and leave clean and in good repair, order and condition and free from obstruction all Service Media, field drains, fences, hedges, field walls, stiles, gates and posts, cattle grids, bridges, culverts, ponds, watercourses, sluices, ditches, roads and yards on the Holding.
- 10.12 The Landlord may enter the Holding to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition

of the Holding. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Holding and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand. Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those referred to in this Lease.

## **11. Compliance with laws**

11.1 The Tenant shall comply with all laws relating to:

- (a) the Holding and the occupation and use of the Holding by the Tenant;
- (b) the use of all Service Media at or serving the Holding;
- (c) any works carried out at the Holding; and
- (d) all materials kept at or disposed of from the Holding.

11.2 Without prejudice to the obligation on the Tenant to comply with all laws, the Tenant shall:

- (a) not commit or allow to be committed on or from the Holding or from the activities carried out on the Holding, any breach of the Environmental Protection Act 1990 or the Wildlife and Countryside Act 1981 or any other statutes, orders, bye-laws, regulations or codes relating to the protection of the environment or the preservation of protected species;
- (b) obtain and comply with all permits, licences, authorisations, approvals, conditions, and restrictions affecting the Holding under the Environmental Protection Act 1990;
- (c) not pollute any watercourse, ground water or any water supply, and shall ensure that there is no breach on or from the Holding or from the activities carried out on the Holding of the Water Industry Act 1991, the Water Resources Act 1991, the Water Resources (Control of Pollution) (Silage, Slurry and Agricultural Fuel Oil) (England) Regulations 2010, Sludge (Use in Agriculture) Regulations 1989 or any other legislation relating to water, and, if any such breach occurs, the Tenant shall immediately inform the Landlord and shall take all steps necessary to contain the breach and remediate its effect in compliance with all laws and all reasonable requirements of the Landlord;
- (d) obtain all necessary licences and consents for the discharge of effluent from the Holding, providing copies to the Landlord on request, and shall not breach the terms of any water abstraction licence in place on the Holding;

- (e) ensure that all chemicals, fertilisers, sheep dips, pesticides and other similar items are stored and if appropriate are disposed of in compliance with all applicable laws; and
  - (f) manage, deposit, and dispose of any waste, including agricultural waste as defined by the Environmental Permitting (England and Wales) Regulations 2016 (SI 2016/1154), in accordance with the environmental permitting regime and all other laws relating to waste.
- 11.3 Within five working days after receipt of any notice, order, direction, or other formal communication affecting the Holding or the Landlord's interest in the Holding (and whether or not served pursuant to any law), the Tenant shall:
  - (a) inform the Landlord and allow the Landlord to copy the relevant document; and
  - (b) take all steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.

## **12. Prohibition of dealings**

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Holding or enter into any partnership, share-farming agreement, contract-farming agreement, management agreement or any shared occupation agreement affecting the Holding, or grant any right or licence over the Holding in favour of any other person or allow any other persons to enjoy the use or benefit of the Holding.

## **13. Registration of the Lease**

- 13.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

## **14. Returning the Holding to the Landlord**

- 14.1 At the end of the Tenancy, the Tenant shall:
  - (a) return the Holding to the Landlord in the condition required by this lease;
  - (b) remove from the Holding the Tenant's livestock, equipment, goods, and all other personal possessions belonging to or used by the Tenant; and
  - (c) leave all hay, straw, roots, and green crops then remaining unconsumed and all unused manure and compost properly stacked in some convenient place on the Holding.

- 14.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any equipment, goods, and all other personal possessions that the Tenant has left on the Holding for more than ten working days after the end of the Tenancy. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

## **15. Indemnity**

The Tenant shall indemnify the Landlord and keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Holding and loss of amenity of the Holding) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any tenant covenants in this lease;
- (b) any act or omission of the Tenant or any other person on the Holding with the Tenant's actual or implied authority; or
- (c) the escape of any livestock from the Holding [or Accessway].

## **16. Landlord's covenant for quiet enjoyment**

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Holding without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

## **17. Re-entry and forfeiture**

- 17.1 The Landlord may re-enter the Holding (or any part of the Holding in the name of the whole) at any time after any of the following occurs:
- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
  - (b) any breach of any condition or tenant covenant of this lease;
  - (c) an Act of Insolvency or
  - (d) the death of the Tenant.
- 17.2 If the Landlord re-enters the Holding (or any part of the Holding in the name of the whole) pursuant to this clause, this Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this lease by the Tenant will remain in force.

## **18. Entire agreement**

This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings, and agreements between them relating to its subject matter.

## **19. Notices**

- 19.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:
- (a) in writing and for the purposes of this clause an e-mail is not in writing; and
  - (b) given by hand or by pre-paid first-class post or other next working day delivery at the party's principal place of business or residence.
  - (c) When given to the Landlord, sent to the address given in clause 19.4
- 19.2 If a notice complies with the criteria in this lease, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 19.4 The Landlords address for service is Town Hall, Lytham St Annes FY8 1LW or such other address as the Landlord may notify to the Tenant from time to time.
- 19.5 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

## **20. Rights of third parties**

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

## **21. Farm business tenancy**

The Landlord and Tenant:

- (a) certify that before executing this lease the Landlord and the Tenant exchanged notices in accordance with section 1(4) of the ATA 1995;

- (b) confirm that the tenancy created by this lease is and shall remain a farm business tenancy; and
- (c) confirm that there is no agreement for lease to which this lease gives effect.

## **22. Expert determination**

Any dispute arising out of or in connection with this lease that is not required under the ATA 1995 to be referred to arbitration shall be determined by an independent expert, who shall act as an expert and not as an arbitrator. The parties shall agree on the appointment of the expert and the terms of the expert's appointment. In the absence of agreement, either party is entitled to request the President for the time being of the Royal Institution of Chartered Surveyors to appoint the expert and agree the terms of the expert's appointment. The parties are entitled to make written submissions to the expert. The expert's decision shall be final and binding on the parties in the absence of manifest error or fraud. The expert's fees and any costs incurred by the expert shall be borne by the parties equally or in such other proportions as the expert shall direct.

## **23. Governing law**

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This lease has been entered into on the date stated at the beginning of it.

The Common Seal of Fylde Borough Council was hereunto affixed in the presence of:

.....  
Head of Legal  
Services

Signed as a deed by John Kirkham  
in the presence of:

.....

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

## DECISION ITEM

REPORT OF	MEETING	DATE	ITEM NO
CORPORATE SERVICES	FINANCE AND DEMOCRACY COMMITTEE	28 MARCH 2022	6
<b>COMMERCIAL STRATEGY REVIEW</b>			

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

The report introduces the revised Commercial Strategy for Fylde Council that has been informed by the cross-party working group.

The revised strategy is appropriate for the current financial position and corporate objectives informed by feedback from the elected members on the working group.

### RECOMMENDATIONS

The Committee is invited:

1. To approve the revised Commercial Strategy for Fylde included as Appendix 1 to this report.

### SUMMARY OF PREVIOUS DECISIONS

Finance & Democracy Committee – 7 October 2021

It was RESOLVED to set up Commercial Strategy Working group consisting of Councillors Buckley, Settle, P Collins and Withers. The Chairmen from the other programme committees would also be invited to join the group.

CORPORATE PRIORITIES	
Economy - To create a vibrant and healthy economy	✓
Environment - To deliver services customers expect	
Efficiency - By spending money in the most efficient way	✓
Tourism - To create a great place to live or visit	✓

### REPORT

1. The Commercial Strategy Working group, consisting of Councillors Buckley, Settle, P Collins and Withers as well as the Chairman from the other programme committees, was established in October 2021 by the committee. The working group met on 25 November 2021 and 20 January 2022 to review the Commercial Strategy. Appendix 1 to this report is the proposed revised draft of the Commercial Strategy that the committee is asked to consider and approve.

2. Appendix 2 to the report provides the terms of reference for the cross-party working group that were agreed at the initial meeting. The Working Group was supported by several officers because the strategy cuts across and influences several strategic initiatives including procurement, investments, asset management, concessions, leases, etc.
3. The group considered the rationale for commercial activity in the public sector to understand the factors that influence risk, appetite, and the nature of activity. Areas discussed in detail included maximising income, legal limits and regulations, outsourcing, investment opportunities, business rates, climate change, and social value placing each of these in context for Fylde.
4. Elected members and officers brought together cumulative knowledge, experience, and skill alongside external evidence to shape a strategy that is appropriate for Fylde. It was evident that many of the examples championed as local authority commercial successes were driven by the need to bridge a financial gap in the budget. The group fully understood that risk and appetite in the commercial sector are driven by different factors with the need to bridge a financial gap in the budget leading to a greater appetite for risk. Fylde is not currently in a position where there is a requirement to achieve savings and / or increase income significantly, although the working group noted the risks around the future uncertainty of central government funding to the local government sector as identified in the council's Medium Term Financial Strategy (MTFS).
5. It was appreciated that for every example of successful local authority commercial success there are risks that have not been a success with the pandemic having an impact on several local authorities that had made retail, leisure, or hospitality investments.
6. The review of the strategy has been shaped with the intention to contribute to the financial resilience and sustainability of the organisation within the context of maintaining the Council's core purpose to provide public services delivering quality and social value. For example, the importance of quality in any procurement or tender exercise is a priority for Fylde. The impact the Commercial Strategy will have on the approach to procurement, asset management, tenders, concessions, and leases was recognised and will be reflected in those activities.
7. The revised strategy fits with the financial requirements set out in the MTFS and is consistent with the current commercial objectives appropriate for Fylde, to secure maximum value for money from all commercial activity with the appropriate emphasis on quality standards that stakeholders expect.
8. The committee is asked to approve the council's approach to commercial activity outlined in the revised commercial strategy included as Appendix 1 to the report.

IMPLICATIONS	
Finance	No implications arising directly from this report
Legal	No implications arising from this report
Community Safety	No implications arising from this report
Human Rights and Equalities	No implications arising from this report
Sustainability and Environmental Impact	No implications arising from this report
Health & Safety and Risk Management	No implications arising from this report

LEAD AUTHOR	CONTACT DETAILS	DATE
Allan Oldfield	Allan.oldfield@fylde.gov.uk	9 March 2022

BACKGROUND PAPERS
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Name of document	Date	Where available for inspection
None		

Appendix 1 – The Commercial Strategy for Fylde

Appendix 2 – Terms of Reference for the Commercial Strategy Working Group



# Commercial Strategy 2022

## Background to a Commercial Approach

Local government has changed significantly in the 21<sup>st</sup> Century with one of the key drivers being the need for a more commercial approach by local authorities to reduce reliance on central government funding and create self-sufficient organisations. Local authorities have developed a strategic policy statement that outlines the commercial objectives and appetite applicable to their circumstances, this strategy provides the commercial approach at Fylde.

Fylde Council has been involved in commercial initiatives for several years including the re-commissioning of services, effective re-letting of contracts / concessions, re-negotiating existing arrangements to achieve increased income, and reviewing specifications to achieve more for less. These measures are aimed at obtaining maximum value for money from council assets balancing the income received alongside the service or goods being consistent with the quality, values, and principles of the council.

The Commercial Strategy aims to introduce commercialisation wherever possible in the organisation including service review redesign to identify every viable opportunity to increase income and reduce cost; the commissioning cycle to drive out even better value; explore shared services to get more by working together; and new opportunities for revenue generation that have never previously been delivered, for example, capital acquisitions and investment in existing assets to maximise returns.

The Commercial strategy is linked to and is consistent with several other strategic documents at Fylde including:

- The Corporate Plan
- The Asset Management Strategy
- The Procurement Strategy
- The Medium-Term Financial Strategy which incorporates the council's Investment Strategy
- The Project Management Framework

## The Commercial Vision

The Corporate Plan 'Economy' priority identifies the requirement for commercial investment that will generate sustainable appropriate income streams which can be used to fund the delivery of quality council services. The approach at Fylde is to deliver more than just a financial return from commercial initiatives. High quality appropriate commercial ventures that contribute to the vision for the Borough and the council articulated in the Corporate Plan will be explored.

The business case for commercial investment at Fylde should include non-financial benefits that support the corporate objectives, recognising that some opportunities will be purely financial returns. The commercial objective is for Fylde Council to be innovative and entrepreneurial achieving a positive financial contribution to the revenue stream driven by efficiencies through trading and business process improvement. Commercial initiatives should make a financial as well as a service improvement contribution, assisting local services to be financially sustainable whilst supporting the delivery of local priorities.

Fylde does not currently have a budget deficit that needs to be addressed through commercial investments. The generation of additional income from commercial ventures should add social value to the community with the investment business case required to identify the contribution to social value. The opportunity to achieve greater income from commercial investment than the

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return achieved from treasury management will also be explored. Initiatives to achieve this at Fylde include:

- Exploring every opportunity to generate income from investment in property assets
- Maximising the return from existing and new income streams and assets
- Maximising marketing, sponsorship, and promotion opportunities
- Facilitating new and increased commercial activity to stimulate the local economy and grow the business rate base
- Pricing services to deliver value for money as well as financial return
- Invest to save to achieve longer term contribution to the revenue budget

Commercial investment will complement, but not replace, capital investment in public realm which enhances community facilities and contributes towards footfall and desirability of the community that support economic activity stimulating private sector investment and growth.

Investment opportunities that benefit the broader economic environment but do not necessarily generate direct measurable financial benefit to the council would need to be considered on merit and approved by Full Council. Any interventionist initiative designed to stimulate the private sector should be supported by evidence that demonstrates the wider economic value of the investment.

All service areas are required as part of the continuous service review policy to actively seek out potential for efficiencies, the creation of capacity and revenue opportunities as part of the commercial approach.

#### **KEY CRITERIA FOR COMMERCIAL INVESTMENT:**

- **Demonstrate delivery of the Commercial Strategy as well as the Corporate Strategy**
- **Demonstrate improved services in addition to improved finances**
- **Identify contributions to social value**
- **All service areas to build in review for commercial approach**

#### **The Drivers for Local Authority Commercialisation**

Local authorities have engaged in more commercial activity over recent years in response to the 'requirement' to be self-sufficient announced in 2016 alongside government proposals to restructure funding for Local Government that intended to reduce contributions from central government grant. At the same time the era of austerity led to several councils facing budget deficits with many turning to commercial activity as one of the options to address the deficits. Since 2016 local government finance settlements have been short term and impacted by the COVID pandemic leaving a degree of uncertainty over longer term central government funding.

Whilst the financial position has not developed exactly in line with the proposals since 2016 the principle of greater self-sufficiency for local authorities remains with a number of councils still having a budget deficit to address. Therefore, where possible local authorities have sought to strengthen the revenue account through commercial ventures by investing in appropriate property assets,

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developing existing services, marketing, sponsorship, and advertising to contribute to revenue that funds public services.

Fylde has a robust financial position as set out in detail in the Medium-Term Financial Strategy and does not have a budget deficit in the short term that must be addressed through commercial activity or any other initiatives driven by need. However, the council seeks to maximise value for money from the public purse with quality service provision a priority. The council will consider appropriate commercial initiatives that meet the drivers that have informed the development of the commercial strategy for Fylde, which include:

- The requirement for all local authorities to become more self-sufficient
- The ambition to maximise revenue from new and existing income streams
- The benefit from achieving a greater financial return from reserves
- The ambition to maximise the efficiency of every service area and create capacity
- The corporate objective to deliver quality service by re-investing capacity and resource

The commercial strategy is intended to deliver the following outcomes for Fylde:

- An improved economic and financial return for the Council
- A contribution to revenue that helps to fund quality service delivery
- Schemes that support the Corporate Plan objectives
- Increased economic activity and employment in the borough
- A more self-sufficient council

A commercial approach will be applied to every service through process re-engineering as part of the continuous review policy to ensure that the most efficient means of service delivery is in place at any given time. Existing services re-engineered, including statutory internal services, will release capacity that can be diverted to support commercial opportunities, corporate priorities, and enhanced service provision in the local community.

**KEY ACTION:**

**Business Process Re-engineering to be embedded across every service area.**

### **Creating a Commercial Environment**

Officers will seek to create the right environment to nurture and develop innovative commercial ideas that can deliver appropriate project proposals for Fylde including:

- A review of commercial skills and capability across the Council
- A communications campaign to encourage ideas and identify opportunities
- A robust business case process for the development of commercial proposals
- Learning from best practice and sharing experience of commercial ventures
- Adopting a robust project management approach for implementation
- Ensuring new proposals have the right support from the necessary stakeholders

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To embed a commercial approach in every service area it will be necessary to develop the skill set, and attitude required to identify appropriate commercial opportunities that will contribute to the provision of quality services either directly through the commercial venture or indirectly contributing to the revenue account. Commercial skill, experience and knowledge has become more prevalent in the public sector with the development of more commercial initiatives, and this will continue to be developed at Fylde to deliver the strategy.

The commercial property market is a dynamic and fast-moving environment. The ability to respond swiftly to opportunities can be key to successfully managing a commercial property portfolio. The Land Transaction Procedure Rules, which form part of the constitution, and the present decision-making powers for property transactions should be reviewed to make sure that decisions can be made and implemented consistently with the aims of this strategy, while maintaining ultimate accountability to members.

#### **KEY ACTIONS:**

- **Review Land Transaction Procedure Rules**
- **Review decision-making powers for property transactions**

#### **Business Rates & Commercial Support**

The Council's approved Corporate Plan includes the following priority action:

- Channel business rates funding opportunities to economic development.

In line with this action, the Council has established a Funding Volatility Reserve. This reserve was initially created from surplus business rate receipts, with the following purpose: "For release to support the revenue budget as and when necessary to cushion the impact of future funding reductions, and to fund investment in activity to stimulate Economic Development in the Borough." The reserve has been used to fund several schemes and projects across the borough which have both supported economic development activity and generated a return on investment consistent with the principles set out in this commercial strategy. The reserve has subsequently been topped-up, most recently as part of the financial outturn for 2020/21, from surplus resources including receipts from business rates to allow investment of this nature to continue.

#### **Assessing Commercial Investment Opportunities**

Commercial opportunities will be assessed through a formal process to identify viable and appropriate proposals for Fylde, with support to further develop ideas that demonstrate potential and the resource to implement viable schemes. Opportunities can arise at any time both planned and ad hoc that will be discussed initially to determine suitability or fit with the requirements of the commercial strategy. The discussion will include relevant members and stakeholders.

Ideas compatible with the commercial strategy will require an initial outline business case covering risk, cost, and resource implication to be considered by officers and lead members. If the proposal is viable and approved for a full business case, this will be taken to Management Team for viability assessment and Budget Working Group for consideration. Project proposals will be assessed against

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set criteria at each stage of the process, with a high-level appraisal at the initial business case outline stage, to determine whether to take a project through to a full business case assessment. Proposed key business case criteria will include:

Criteria	Key Questions to be Satisfied
Strategic Fit	Does the commercial opportunity align with the council's core values and objectives?
Economic Case	Are the financial returns within parameters agreed in the commercial strategy? Are there consequential financial and economic benefits that add value to the proposal (e.g. stimuli to the local high street)?
Commercial Case	Is the proposal operationally viable and within regulations for a public sector organisation? Is there independent valuation possible to assess 'worth' or viability?
Financial Case	Is any required 'up front' funding available – invest to save / generate income? Is the proposal affordable?
Management Case	Is there a realistic project plan that can be delivered within current resources? Does the council have, or is able to access, the capacity and skill to deliver the project / investment?

### Funding New Investment Opportunities

Funding for commercial opportunities will come from reserves with alternative sources considered if available including grants. The council's existing policy not to borrow will remain and whilst it is possible for Full Council to approve by exception a deviation from this policy, in practice statutory restrictions on borrowing purely for financial return and reporting requirements will mean this will seldom be practicable in the fast-moving commercial property environment. There is a desire to explore commercial opportunities that provide the right benefit to Fylde. However, there is not currently a need driven by a budget deficit which should mitigate risk.

### Property Investment Best Practice Framework

A significant amount of local authority commercial income is generated from property investment. Best practice guidance includes:

- Developing a diversified and balanced portfolio of investment assets will achieve the most efficient approach.
- Established property investment practice is based on long standing markets for assets in mainstream sectors such as office space, retail, industrial and residential. Investing in these traditional asset categories in a balanced fashion, allows for a lower risk investment when compared to emerging markets such as student accommodation, nursing homes and medical centres.
- When considering the tenure of an asset, freehold is preferable to leasehold because it offers a greater level of security than a leasehold asset that would effectively decrease in

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value over time. However, assets on a long leasehold basis, anything in the region of 150 years or more, are often suitable for consideration.

- Properties let to a single tenant may offer an acceptable level of risk if the tenants are marquee brands. Multiple tenanted properties minimise the impact of any one part of the asset being vacant. If assets are occupied by a single tenant, then detailed financial due diligence would be undertaken to ascertain the financial stability.

Based on the best practice outlined above and considering the Fylde coast local market conditions, commercial investment property starting at £1m will be considered to avoid the lower part of the local market where private high net worth individuals would be seeking to invest. Like any commercial investor, the council will seek the best balance between risk and return. Investments outside the Borough will not normally be considered to retain financial and non-financial benefit within the Fylde community.

Income yields of more than 5% (after management costs) will be the minimum entry requirement for consideration as a viable proposal for a commercial investment. Opportunities will be sought that have the potential to increase rental income above that which is currently being realised. Opportunities that include the potential for innovative development to stimulate the local economy whilst earning a commercial return will also be considered even if they do not achieve a return in excess of 5%. All proposals must have evidence to demonstrate the potential to deliver an additional return on investment in the short to medium term and deliver Corporate Plan objectives.

Longer term lower yield investments that would stimulate economic activity or unlock potential private sector investment will be considered on a case-by-case basis with the requirement for necessary political approval.

Assets already in the ownership of the Council that could be redeveloped in partnership with neighbouring sites can realise added value from 'marriage' of the sites. Consideration should be given to Joint Venture projects that maximise value, with priority given to those which would result in the delivery of assets meeting the investment criteria or providing significant stimulus to additional economic investment.

Independent external specialist property investment advisors will be commissioned on proposed asset acquisitions that are approved, to advise on suitability having undertaken detailed pre purchase due diligence, including valuation, risk analysis and lease or title reviews.

The commercial approach will be subject to continuous review in accordance with the policy for all services at Fylde with any necessary changes made to reflect the economic landscape.

### **Pricing and Setting Fees**

The pricing of council goods and services will be structured to achieve maximum value for money, balancing quality and price, within the supply-demand dynamic of the market forces. Officers will take a market led approach to price setting based on demand using market analysis to establish the best possible income alongside consideration of increases based on national indexes, comparison with neighbours or set percentage per annum. Market forces may not always lead to an increase in price and the corporate ambition for quality services will always be a consideration.

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## Concessions

The council offers a range of concessions primarily linked to tourism and leisure activities which are regularly tendered to achieve best value through a balance of quality and price. Tenders are not based on price alone with a significant quality element to ensure that the offer is consistent with the high standard of provision associated with Fylde Council and reflected in the vision for our tourism offer. All activities that can be operated as concessions will be subject to market testing with direct delivery through council resources appropriately challenged and tested.

## A Commercial Approach

EMBEDDED PRACTICE / PROCESS	OBJECTIVE	RESPONSIBILITY
All leased assets and current subsidies regularly reviewed to ensure efficiency and maximum value for money (quality and price)	To ensure that the maximum value for money is achieved from assets	Estates
Review all income streams to ensure maximum returns / best price is achieved – part of the annual budget procedure	To ensure that the maximum value for money is achieved from assets	Service Managers
Explore service delivery options including external commissioning and joint or shared delivery – at least once every two years as part of continuous service review	To ensure that services deliver value for money	Service Managers
Establish comprehensive economic data sets to inform investment decisions	Ensure decisions are made based on the best available information	Economic Development
Develop town centre strategies & vision that reflect the unique selling points in Fylde	Enable commercial ventures to develop and inform opportunities	Town Centre Manager
Embed a commercial culture in the organisation – a commercial mind-set, through workshops, experience, and examples	Develop the required approach and attitude to identify and implement commercial opportunity	Service Managers

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## **Working Group for Commercial Strategy Review**

### **Terms of Reference**

#### **Role and Function**

The Working Group will:

- Lead the review of the Commercial Strategy for Fylde Council.

Recommendations of the Working Group will be made to the Finance & Democracy Committee.  
(Aim to report recommendations to the March 2022 F&D meeting)

#### **Membership**

The Working Group comprises (as appointed at Finance & Democracy Committee 7 Oct 2021):

- 3 Conservative Councillors - Councillors Karen Buckley, Vince Settle, Michael Withers.
- 1 Opposition Councillor - Councillor Peter Collins.

The Working Group elected Councillor Buckley as chairman.

The Working Group to invite the Chairmen from the other programme committees to attend meetings.

#### **Meetings**

Meetings will take place as agreed by the Working Group.

The group will be co-ordinated through the Democratic Services Team (Lyndsey Lacey-Simone as contact officer) with officer support determined on capacity, knowledge and availability.

## DECISION ITEM

REPORT OF	MEETING	DATE	ITEM NO
RESOURCES DIRECTORATE	FINANCE AND DEMOCRACY COMMITTEE	28 MARCH 2022	7
<b>NOMINATIONS TO OUTSIDE BODIES/WORKING GROUPS</b>			

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

The report deals with nominations to Outside Bodies and Working Groups.

Appointments to Outside Bodies are made at Full Council following recommendations from the various programme committees.

It is timely for the programme committees to review the current Outside Body appointments and put forward any recommended changes to membership to the next Council meeting scheduled for 25 April 2022.

In line with the Protocol for Members on Outside Bodies (Part 5f of the Council's Constitution), every member serving on an outside body is required to complete a reporting form every six months, which is submitted to the relevant programme committee to which the external partnership relates. The last reports were submitted to the September 2021 cycle of meetings.

This report covers those nominations that relate to the Finance and Democracy Committee.

At the same time, it seems prudent for this committee to review the current appointments to the working groups that relate to the terms of reference of the Finance and Democracy Committee. The establishment of working groups is within the responsibility of the individual programme committees and does not require the approval of Council.

The report also provides details of a request to include Growth Lancashire on the list of Outside Bodies for Fylde Council. The committee are also asked to recommend a mutually acceptable and appropriate representative on behalf of Fylde Council for confirmation at full Council.

### RECOMMENDATIONS

The Committee is invited:

1. To recommend to Full Council that Growth Lancashire Ltd is added to the approved list of Outside Bodies for Fylde Council.
2. To nominate an elected representative and a named substitute, for Full Council to approve, to sit on the Board of Growth Lancashire Ltd.
3. To recommend to Council any nominations to the outside bodies within the remit of the Finance and Democracy Committee,
4. To confirm the membership to any working groups that relate to the terms of reference of the committee.
5. To note the reports from members currently serving on Outside Bodies.

## SUMMARY OF PREVIOUS DECISIONS

Full Council approves appointments to Outside Bodies annually, following nominations from the programme committees.

## CORPORATE PRIORITIES

Economy - To create a vibrant and healthy economy	✓
Environment - To deliver services customers expect	
Efficiency - By spending money in the most efficient way	✓
Tourism - To create a great place to live or visit	✓

## REPORT

1. The Council makes a number of appointments to outside bodies in each municipal year. In an election year, these appointments are made at the AGM. In non-election years, these appointments are made at the last Council meeting of the municipal year.
2. Programme committees are asked to review the current appointments to the Outside Bodies within the remit of their committee and at the same time, consider the value, in terms of contribution to the council, of retaining representation i.e. should the council continue to dedicate a resource.
3. Any changes in representation or appointments on the Outside Bodies represented will be put forward to the next scheduled Council meeting for confirmation.
4. This report deals with the outside bodies that relate to the terms of reference for the Finance and Democracy Committee. The first table below includes the name of the body/group, the role/purpose and which elected member is the current appointee. The committee is invited to recommend nominations for consideration by Full Council.
5. Programme committees may wish to establish their own subject specific working groups to be set up when required in order to advise the parent programme committee on a particular topic/issue.
6. The second table below lists those working groups that relate to the terms of reference of the Finance and Democracy Committee that are currently established.
7. The establishment of working groups is within the responsibility of the individual programme committees and does not need the approval of Council.
8. It is important that the members nominated to represent the Council on outside bodies/working groups have an appropriate interest in the body/partnership/subject, can commit to positively represent the Council and be available to commit the time to attend the majority of the meetings involved.
9. The members nominated should ideally be a member of the programme committee to which the matter relates to.
10. The current protocol is that members are required to produce regular reports about the outside bodies on which they serve, currently every six months. It is the intention that this information will be made available to the programme committee members to which the external partnership relates.
11. The conclusion of any working group would be brought to committee in a formal report.
12. The following appended reports from members currently serving on Outside Bodies are provided to maintain an understanding of the work of the Outside Body, and to remain abreast of any issues that may have an impact on the residents of the borough or the council.

13. Members of the committee are also asked to consider recommending for approval at full Council the addition of Growth Lancashire Ltd as an outside body.
14. Growth Lancashire Ltd, <https://www.growthlancashire.co.uk/>, is a vehicle for partnership working. It is owned by several Lancashire local authorities and operates across the County. Their role is diverse and focuses on supporting businesses to grow and simplifying support; caring for and developing Lancashire's heritage and environmental assets; and securing and delivering external funding. They also have a shared interest in promoting Lancashire and encouraging investment. They provide delivery capacity and expertise for Local Authorities, along with a range of other stakeholders, including private clients. Growth Lancashire's mission is to contribute towards growing productivity, prosperity and places across the County. We are a delivery partner for Lancashire's Business Growth Hub, Boost, and proud to be part of the Northern Powerhouse Partners Programme.
15. Growth Lancashire has a private sector led board of company directors that contribute a wide range of expertise and are well equipped to support the Company's mission of contributing towards a growth in productivity, prosperity and places across the County.
16. The Board also comprises elected representatives, typically Council Leaders or Portfolio holders, from the following local authorities: Blackburn with Darwen, Blackpool, Burnley, Chorley, Hyndburn, Lancashire, Lancaster, Pendle, Rossendale, and West Lancashire.
17. The committee are asked to nominate an elected representative and a named substitute on behalf of Fylde Council to sit on the Board of Growth Lancashire Ltd.

Finance and Democracy Committee- Outside bodies/partnerships			
Outside body / partnerships	Role/Purpose	Frequency of meetings	Current representation
Blackpool Airport and Hillhouse Enterprise Zone Project Board	Responsible for the operational delivery of the two EZs, with a remit encompassing activity including commercial, financial, development, legal, planning, land, infrastructure, and highways works and, marketing and promotion.	As required	Deputy Leader – Councillor Roger Small
Fylde Community Project Fund	Decision making body allocating small grants to local volunteer groups and organisations from the Community Project Fund	3 x p/a plus smaller bids considered by email	The Mayor
Local Government Association (LGA)	The General Assembly, the 'Parliament of Local Government', meets once a year, and is the only LGA decision making forum which all authorities in full membership are eligible to attend and to vote.	As required	Leader of the Council – Councillor Karen Buckley
North West Employers Organisation	Provides a network of support, advice and consultancy regarding human resources, policy and practice, leadership, development, organisational design and performance. It works with regional and national partners representing North West authorities as employers including consultation on pay and conditions.	Quarterly (4xp/a)	Chairman of Finance and Democracy (plus a named substitute) – Councillor Karen Buckley and Vince Settle
North West of England & the Isle of Man Reserve Forces & Cadets Association	To support and maintain Armed Forces Reserves and Cadets in North West England.	Annually with two optional outside days	Councillor Ed Nash
South Fylde Rail Users Group	The group comprises Northern Rail, Network Rail, LCC, Fylde Council, Blackpool Council and St Annes Town Council and its aim is to improve both the passenger usage and facilities on the	As required	Councillor Vince Settle

	line by considering ways of accessing government and other grants and new projects to promote increased use as an alternative to private transport. It forms one of the lines within the Lancashire Community Rail Partnership as approved by the Department of Transport.		
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Finance and Democracy Committee– Working groups			
Working group	Role/purpose	Notes	Current representation
Budget Working Group	To co-ordinate and oversee the budget setting process and to provide a strategic steer to programme committees on key elements of the budget setting process such as the level of growth or savings required in light of the overall financial position of the Council, capital bid expectations, fees and charges levels etc	The establishment of this working group was considered and recommended for approval by the Governance Working Group.	Chairman & Vice Chair of F&D, Chairmen of T&L, Op Mgmt, EH&H & Planning Plus 2 F&D members – Richard Redcliffe & John Singleton
Leadership Board	To provide to steer on corporate priorities		Chairmen of each programme committee and the Planning Committee
St Annes Programme Board	The Programme Board is a body that provides sponsorship and governance to the programme of regeneration for St Annes.		Leader & Deputy Leader
Commercial Strategy Review Working Group	To oversee the revisal of the commercial strategy.	Formed 7/10/2021	Councillors Buckley, Settle, P Collins, Withers plus Chairmen of the programme committees

IMPLICATIONS	
Finance	No implications arising from this report
Legal	No implications arising from this report
Community Safety	No implications arising from this report
Human Rights and Equalities	No implications arising from this report
Sustainability and Environmental Impact	No implications arising from this report
Health & Safety and Risk Management	No implications arising from this report

LEAD AUTHOR	CONTACT DETAILS	DATE
Democratic Services	democracy@fylde.gov.uk	1 March 2022

BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
None		

Appendix 1 – Summary and reports received on current Outside Bodies

Outside Body		Councillor	Report Status
<b>Finance and Democracy Committee, 28/3/2022 meeting</b>			
	Blackpool Airport and Hillhouse Enterprise Zone Project Board	Deputy Leader – Roger Small	Nil return - no meetings
	Fylde Community Projects Fund	The Mayor	Report attached
	Local Government Association (LGA)	Leader of the Council	Nil return - no meetings
	North West Employers Organisation	Chair F&D – Karen Buckley	Nil return - no meetings
	NW of England & Isle of Man Reserve Forces & Cadets Association	Ed Nash	Nil return – October 2021 postponed until July 2022
	South Fylde Rail Users Group	Vince Settle	Report attached

## Outside Bodies - Member Reporting Form

### Details

#### Community Projects Fund

**Councillor Name and Role on Outside Body** (*for example, Observer, Trustee, Director*):-

Councillor Elaine Silverwood - Mayor

Panel member

**Email**:- [elaine@silverwoodevents.co.uk](mailto:elaine@silverwoodevents.co.uk)

**Period this report covers** (date):- Mayoral year – May - May

**Name of Outside Body**:- Community Projects Fund

**How often does the organisation meet? And how often have you attended?**:-

Not currently meeting, the applications are reviewed electronically

**Key issues arising for Fylde Borough Council**:-

The ability to match funding, suitability of applications and the fund pot.

**Who did you inform of these issues within Fylde Borough Council?**:-

Jo Collins

**In the light of these meetings, is it worthwhile for the Council to continue to have a representative/representatives on this body?**:-

It is statutory responsibility for this body to continue and for the Mayor to play a role in it.

**Any further comments?**:-

It is important to ensure that the applications are for worthy causes and that the money that is awarded is spent wisely.

## Outside Bodies - Member Reporting Form

### Details

**Councillor Name and Role on Outside Body** (*for example, Observer, Trustee, Director*):-

Cllr. Vince Settle- member of this liaison group

**Email**:-

**Period this report covers** (date):- 3 months up to Feb 2021

**Name of Outside Body**:- South Fylde Line Community Rail Partnership

**How often does the organisation meet? And how often have you attended?**:-

Meets usually every 3 months. Always attend, but missed the 4<sup>th</sup> February meeting

**Key issues arising for Fylde Borough Council**:-

*Examples of issues could be those that may affect decisions regarding budget setting, challenges for residents, policy changes that affect partnership working etc*

*The body is essentially a liaison group of Network Rail, Northern Rail, LCC, Blackpool Council and Fylde Council with attendance also from the Lancashire Partnership and police. It also acts as the conduit for funding bids from those bodies. As such, there are no specific budget issues or policy issues for Fylde, but can discuss any issues raised by Fylde councillors.*

**Who did you inform of these issues within Fylde Borough Council?**:-

N/A

**In the light of these meetings, is it worthwhile for the Council to continue to have a representative/representatives on this body?**:-

YES

**Any further comments?**:-

**The partnership has recently assisted the 2 MP's with the bid for a 30 minutes service on the line, and stands ready to assist in the Feasibility Study**

## INFORMATION ITEM

REPORT OF	MEETING	DATE	ITEM NO
CUSTOMER SERVICES	FINANCE AND DEMOCRACY COMMITTEE	28 MARCH 2022	8
<b>CUSTOMER ACCESS CHANNEL REPORT (CORPORATE PLAN FOLLOW UP)</b>			

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY OF INFORMATION

This report outlines the current arrangements for customer access to council services across all channels with particular focus on the most vulnerable.

### SOURCE OF INFORMATION

Includes statistics from Mitel channel reporting system and Microsoft Teams recording system for face-to-face contact.

### LINK TO INFORMATION

No link required

### WHY IS THIS INFORMATION BEING GIVEN TO THE COMMITTEE?

This information is provided to inform the committee of policies and procedures in place to provide customer access to council services with particular focus on the most vulnerable in accordance with the Corporate Plan.

### FURTHER INFORMATION

Contact: William Fisher - [william.fisher@fylde.gov.uk](mailto:william.fisher@fylde.gov.uk)

When Fylde Council's Customer Service team was established in 2004, two channels of communication were included the telephone and a face-to-face service out of The Public Offices in St Annes and Moor Street offices in Kirkham. In 2010 the team permanently vacated the Kirkham Offices and the call centre moved to a larger facility in The Public Offices.

In 2015 the service was enhanced with the introduction of a dedicated customer email address [listening@fylde.gov.uk](mailto:listening@fylde.gov.uk) and an online 'Chat' service. Subsequent years have seen the launch of a fully integrated Fylde Council Website offering 24/7 online access to services; an appointment system launched for in person customers and interactive online chat service. Enhanced digital services with the Shared Service partners have been established providing a fully digital Council Tax Reduction and Housing Benefit application form, a digitised instalment payment plan for customers with difficulty paying council tax and a further suite of online council tax services. The Social Media offer has been enhanced with tens of thousands of customers visiting Facebook and Twitter annually.

In 2017 we conducted a survey to identify the home locations of visitors who dropped into the Town Hall which indicated that well over half our visitors came from St Annes with diminishing numbers from other areas corresponding to distance of travel. It was noted that approximately 45% of all customers attending the Town Hall in person would visit on a Monday resulting in long waiting times with fewer visitors for the remainder of the week.

In November 2017 a system was introduced for customers to request an in-person appointment. In 2016/17 there were 12,040 customers at the counter with 5,029 enquiries dealt with at the initial 'Meet and Greet' desk. In the year before the pandemic (2019/20) there were only 2,893 customers requiring in person counter service and 9,220 who 'dropped in' dealt with at the Meet & Greet desk as first point of contact. To enhance the service available at the Meet and Greet desk we applied additional resource from the Customer Service Specialist team to deal with the volume of enquiries which are, by their nature, short and simple (such as scanning of documents, payments, Nowcard forms, general advice, and support on public access computers etc) with the skillset to deal with more complex enquiries as they arose. The appointment system for face-to-face enquiries has meant better customer management with zero waiting times and the facility for staff to spend longer time with more complex customer enquiries especially those presented by vulnerable customers. This has also led to an improvement in confidentiality as groups of customers no longer 'wait' near the counter and a more comfortable experience without a sense of having to rush the enquiry when there are large numbers of other customers waiting to be seen.

During the pandemic, The Town Hall was closed for two periods from April 2020 until July 2020 and November 2020 until April 2021 in accordance with government guidelines. Visitor numbers reduced substantially during these periods and we offered a front door advice service for customers who called at the Town Hall. Following the easing of Covid restrictions the Town Hall reopened with an 'appointment only' counter service to avoid attracting large numbers of people to the Town Hall which might have put staff and other visitors at risk of transmitting the Covid virus. Since January 2022 the Town Hall has been fully open to the public.

During the closure and restricted access to the Town Hall the website received 210,796 unique hits in the 7 months up to 31/10/21 and 9,607 online transactions in the 6 months up to 30/9/21. Throughout 2020/21 the Customer Service team received 24,422 emails and handled 51,211 telephone calls to 01253 658658 – there was a significant shift to digital online engagement that has remained high since re-opening in-person channels.

The chart below provides details of contacts by the Customer Service Team for the previous 6 years reflecting the migration of customer contact from traditional resource intensive and more expensive face to face and telephone methods to online digital platforms and channels i.e. email, chat, social media, contact forms.

<u>Year</u>	<u>Calls Answered</u>	<u>Calls Abandoned</u>	<u>Total Calls</u>	<u>% Answered</u>	<u>Emails</u>	<u>Chats</u>	<u>Meet &amp; Greet</u>	<u>Counter Enquires</u>	<u>Total Contacts</u>
2015/16	75,591	6,536	82,127	92.2	13,635	2,775	4,516	11,391	114,444
2016/17	67,907	9,357	77,264	87.8	15,968	4,233	5,029	12,040	114,534
2017/18	75,574	20,519	96,093	79.7	18,268	5,987	7,946	12,526	140,820
2018/19	63,341	8,933	72,274	88.2	14,507	7,072	9,248	4,764	107,865
2019/20	56,261	8,508	64,769	87.3	14,260	1,106	9,220	2,893	92,248
2020/21	51,211	3,938	55,149	93.8	24,422	0 **	859	240	80,670
2021/22*	45,910	2,837	48,747	94.2	14,745	0	4,183	348	68,023
* 11 months									
** Chat services replace by interactive service.									

Customer preference for online transactions is reflected in subscriptions for the green waste service. The following table shows a shift from supported subscription through contact with the Customer Services Team in 2018 to self-service subscriptions in 2021.

	2018	2021
Online subscriptions	12002	14203
% Online	70%	79%
Customer Services	5094	3896
% Customer Services	30%	21%

As Fylde Council's services have evolved since 2004 customer preference for accessing council services online has transformed the service. In 2004 contact was by telephone and in person only. In 2022 these channels coexist alongside email, interactive chat, a full suite of web-based self-service and social media. Online services are available round the clock, seven days a week, phone lines and counter service are available 41.5 hours per week.

For the purposes of confirming the Corporate Action, all channels of customer access are available post COVID.

## INFORMATION ITEM

REPORT OF	MEETING	DATE	ITEM NO
CORPORATE SERVICES	FINANCE AND DEMOCRACY COMMITTEE	28 MARCH 2022	9
<b>THE RESIDENTS SURVEY 2020-21</b>			

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY OF INFORMATION

The report provides details of the latest outcomes from the Residents Survey for both the 2020 and 2021 responses because the report was not produced last year for 2020. Satisfaction level with services, the Council and the local community is compared against previous data sets as well as the cumulative outcomes. The report includes any recommendation to develop and improve the process or carry out further research in any given area in response to the findings.

### SOURCE OF INFORMATION

Resident survey questionnaire: [www.fylde.gov.uk/haveyoursay](http://www.fylde.gov.uk/haveyoursay)

### WHY IS THIS INFORMATION BEING GIVEN TO THE COMMITTEE?

The outcome of the Resident Survey is reported to the Operational Management Committee which has the remit for customer services. The information is relevant to almost all council services.

### FURTHER INFORMATION

Allan Oldfield, Chief Executive [allan.oldfield@fylde.gov.uk](mailto:allan.oldfield@fylde.gov.uk), 01253 658500

Alex Scrivens, Performance & Improvement Manager, [alex.scrivens@fylde.gov.uk](mailto:alex.scrivens@fylde.gov.uk), 01253 658543

## Information

1. The Resident's Survey was introduced in 2012 and has been deliberately designed to be a simple questionnaire with short questions that can be completed by any resident in a short time (Appendix 1). Feedback and research have proven that shorter focused questionnaires will receive a good response rate. There is however the added option for open narrative to allow the respondent to comment on any issue at any length. The survey replaced the compulsory Place Survey, which cost approximately £7,000 per annum when abolished in 2009 the current survey is delivered within existing resources.
2. The survey has had additional questions added in November 2021 after a request from the leading group, it will not be possible to provide comparison over previous years against these questions until they have been available for sufficient time.
3. The questionnaire can be completed online at any time with results reported annually based on the number of completed questionnaires during the calendar year. The questions focus on the main front-end services as well as the residents experience, perception, and knowledge of the local authority. Several of the questions can be responded to without having to engage with the council for example, parks, refuse, recycling, and cleanliness.
4. The objective of the survey is to obtain an overview of satisfaction levels with services and the Council that can be used to identify areas for improvement and allow comparison over time. In many cases the high-level overview the survey provides supplements service-based customer research carried out in several areas. The survey is live gathering feedback all the time and it is possible to view at any time the latest results, the data set is automatically updated so cumulative results are live on the website.
5. The table in Appendix 2 includes data from 2012 to 2021 and the cumulative results of over 5846 responses to during that period. The comparable data that is possible from the last compulsory Place Survey in 2008 is included to provide context though it is accepted that the Place Survey was a paper-based household postal survey as opposed to a predominantly online survey. The different formats and questions will elicit different responses.
6. The 2020-21 data set for the resident survey is included in Table 1.

**Table 1: The 2020 and 2021 Residents Survey Results**

<b>QUESTIONS</b> (Percentages figures are of those who rated as satisfied, good, or excellent)	<b>2020-21 Response</b>
How would you rate the <b>refuse collection</b> service at Fylde	97%
How would you the <b>household recycling</b> service at Fylde	89%
How would you the <b>parks and open spaces</b> in Fylde	95%
How would you the <b>cleanliness of the streets</b> in Fylde	80%
How would you the <b>planning service</b> at Fylde*	73%
How would you the <b>building control service</b> at Fylde*	75%
How would you the <b>Environmental Protection Control service</b> at Fylde*	71%
How would you the <b>benefits service</b> at Fylde*	82%
How would you the <b>Cemetery and Crematorium service</b> at Fylde*	99%
How would you the <b>housing service</b> at Fylde*	85%
How would you the <b>customer service</b> at Fylde*	90%
Overall, I would rate the Fylde as a <b>place to visit</b>	97%
Overall, I would rate Fylde as a <b>place to live</b>	95%
How would you the <b>value for money</b> I receive from Fylde Council	80%
Overall and taking <b>everything into account</b> , would rate Fylde Council	89%

*\*Percentage of respondents that had used the service or visited.*

7. The survey includes two optional questions firstly, an open-ended question providing the respondent to include any other desired comments about the services provided, the information is analysed and used to drive service improvement. Secondly, respondents are given the opportunity to provide an email addresses to be kept informed of Fylde Council news.
8. The results from the 2020 and 2021 Residents Survey data set show high levels of satisfaction consistent with previous data and significant improvement when compared against the 2008 Place Survey. The levels of satisfaction from the Residents Survey are exceptional with many more than 80% which is well within the top quartile (top 25%) of results that are achieved in comparable research carried out by other organisations.
9. The pattern of results shows there is always lower levels of satisfaction with regulatory and enforcement services because of the nature of the decisions that have to be made, the expectations of the customer and the negative outcome for a number of customers i.e. enforcement or not getting permission. Two questions refer directly to the Council, which are about value for money and overall performance. The results from the **recent Residents Survey show that 80% of respondents felt that the Council delivered value for money and 89% were satisfied with the Council performance overall.**
10. Most respondents do not include any additional comment in the open narrative however, the main feedback provided are comments that reinforce the high levels of satisfaction expressed along with highways, drainage / flooding, fly tipping, car parking and town centre shopping.

Attached documents:

- Appendix 1 – The Resident Survey Questionnaire
- Appendix 2 – The Resident Survey Results



# Fylde Council Resident Survey

We understand its important that our customers have their chance to rate the services they pay for and provide feedback to help improve.

The results will be monitored to review how as a Council we are performing and the results of the questionnaire may prompt further investigation with our customers and staff.

You can have your say and help make a difference to the services you pay for (more details can be found at [www.fylde.gov.uk/resident](http://www.fylde.gov.uk/resident)) simply by completing this short questionnaire below. The survey takes no more than two minutes to complete.

Thank you in advance for your support.

\*We take your privacy very seriously and will ensure that your data is kept secure and only used for the purpose set out above. For more information, please view the council's privacy notice available on this link -(<https://new.fylde.gov.uk/council/transparency/website-privacy-notice>)

1. I would rate the refuse collection service at Fylde as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor

2. I would rate the household recycling service at Fylde as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor

3. I would rate the parks and open spaces in Fylde as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor

4. I would rate the cleanliness of the streets in Fylde as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor

5. I would rate the Planning service at Fylde as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor
- ☐ Not used in the last 2 years

6. I would rate the Building Control service at Fylde as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor
- ☐ Not used in the last 2 years

7. I would rate the Environmental Protection Control service at Fylde as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor

☐ Not used in the last 2 years

8. I would rate the Customer service at Fylde as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor
- ☐ Not used in the last 2 years

9. I would rate the Benefits service at Fylde as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor
- ☐ Not used in the last 2 years

10. I would rate the Cemetery and Crematorium service at Fylde as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor
- ☐ Not used in the last 2 years

11. I would rate the Housing service at Fylde as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor
- ☐ Not used in the last 2 years

12. Overall I would rate the Fylde and Fylde Forest visit as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor

13. Overall I would rate Fylde as a place to live as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor

14. I would rate the value for money I receive from Fylde Council as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor

15. Overall and taking everything into account, I would rate Fylde Council as

- ☐ Excellent
- ☐ Good
- ☐ Satisfactory
- ☐ Poor
- ☐ Very poor

16. Please use this box to explain why you've selected Excellent or Very Poor on any questions above as this will help us maintain or improve our services

Thank you for your valuable feedback.

If interested to hear about the latest Fylde Council news then please sign up for our free weekly newsletter by visiting <http://www.fylde.gov.uk/sign-up-to-our-newsletter>

#### Data Useage

To see how we may use your data, please visit [www.fylde.gov.uk/council/transparency/privacy-policy](http://www.fylde.gov.uk/council/transparency/privacy-policy)

## Appendix 2: The Resident Survey Results Table

<b>QUESTIONS</b> <i>(Percentages figures are the percentage satisfied, good and excellent)</i>	<b>2020-21</b> <b>(721 responses)</b>	2019 (467 responses)	2018 (431 responses)	2017 (610 responses)	2016 (136 responses)	2015 (461 responses)	2014 (608 responses)	2013 (829 responses)	2012 (1583 responses)	<b>Overall 2012-21 Average (responses 5846)</b>	2008/09 LGA Place Survey (1224 responses)
How would you rate the <b>refuse collection</b> service at Fylde	97%	97%	94%	90%	92%	97%	94%	95%	93%	94%	76%
How would you the <b>household recycling</b> service at Fylde	89%	92%	89%	86%	87%	93%	92%	93%	91%	90%	78%
How would you the <b>parks and open spaces</b> in Fylde	95%	95%	96%	93%	98%	95%	94%	94%	93%	95%	68%
How would you the <b>cleanliness of the streets</b> in Fylde	80%	79%	78%	73%	83%	85%	83%	83%	81%	81%	65%
How would you the <b>planning service</b> at Fylde*	73%	72%	68%	60%	79%	69%	63%	70%	71%	69%	52%
How would you the <b>building control service</b> at Fylde**	75%	New question added November 2021									
How would you the <b>Environmental Protection Control service</b> at Fylde**	71%	New question added November 2021									
How would you the <b>benefits service</b> at Fylde**	82%	New question added November 2021									
How would you the <b>Cemetery and Crematorium service</b> at Fylde**	99%	New question added November 2021									
How would you the <b>housing service</b> at Fylde**	85%	New question added November 2021									

How would you rate the <b>customer service</b> at Fylde*	90%	90%	87%	74%	89%	89%	89%	88%	90%	87%	n/a
Overall I would rate the Fylde as a <b>place to visit</b>	97%	98%	97%	95%	90%	97%	97%	97%	95%	96%	n/a
Overall I would rate Fylde as a <b>place to live</b>	95%	96%	95%	94%	99%	97%	97%	97%	95%	96%	87%
How would you rate the <b>value for money</b> I receive from Fylde Council	80%	81%	78%	70%	82%	84%	85%	85%	81%	81%	63%
Overall and taking <b>everything into account</b> , would rate Fylde Council	89%	90%	86%	76%	87%	92%	90%	90%	88%	88%	n/a

\*Only includes percentage of the respondents that **have used** the service.

\*\*New questions added November 2021.

## DECISION ITEM

REPORT OF	MEETING	DATE	ITEM NO
RESOURCES DIRECTORATE	FINANCE AND DEMOCRACY COMMITTEE	28 MARCH 2022	10
<b>EXCLUSION OF THE PUBLIC</b>			

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### RECOMMENDATION

Members are invited to consider passing a resolution concerning the exclusion of the public from the meeting in accordance with the provisions of Section 100A (4) of the Local Government Act 1972 on the grounds that the business to be discussed is exempt information as defined under paragraph 3, information relating to the financial or business affairs of any particular person (including the authority holding that information).