

# Public Document Pack

## Cyngor Bwrdeistref Sirol Pen-y-bont ar Ogwr

### Bridgend County Borough Council

Swyddfeydd Dinesig, Stryd yr Angel, Pen-y-bont, CF31 4WB / Civic Offices, Angel Street, Bridgend, CF31 4WB



*Rydym yn croesawu gohebiaeth yn Gymraeg. Rhowch wybod i ni os mai Cymraeg yw eich dewis iaith.*

*We welcome correspondence in Welsh. Please let us know if your language choice is Welsh.*



**Cyfarwyddiaeth y Prif Weithredwr / Chief Executive's Directorate**  
Deialu uniongyrchol / Direct line /: 01656 643148 / 643694 / 643513  
Gofynnwch am / Ask for: Democratic Services

Ein cyf / Our ref:  
Eich cyf / Your ref:

**Dyddiad/Date:** Wednesday, 10 December 2025

Dear Councillor,

#### **CABINET**

A meeting of the Cabinet will be held Hybrid in the Council Chamber - Civic Offices, Angel Street, Bridgend, CF31 4WB / remotely via Microsoft Teams on **Tuesday, 16 December 2025 at 14:30**.

#### **AGENDA**

1 Apologies for Absence

To receive apologies for absence from Members.

2 Declarations of Interest

To receive declarations of personal and prejudicial interest (if any) from Members/Officers in accordance with the provisions of the Members' Code of Conduct adopted by Council from 1 September 2008.

3 Approval of Minutes

5 - 14

To receive for approval the Minutes of 03/11/2025 and 18/11/2025

4 Recommendations from the Scrutiny Budget Working Group

15 - 32

5 School Attendance Enforcement Policy

33 - 54

**By receiving this Agenda Pack electronically you will save the Authority approx. £4.00 in printing costs**

6	<u>Governance of the Collaborative Arrangements for Welsh (Local Authority) Adoption and Fostering Services - Quoracy of the National Joint Committee for the National Adoption Service for Wales and Foster Wales</u>	55 - 140
7	<u>A Review of the Statement of Licensing Policy</u>	141 - 164
8	<u>Information Report for Noting</u>	165 - 186
9	<u>Urgent Items</u>	
	To consider any items of business that by reason of special circumstances the chairperson is of the opinion should be considered at the meeting as a matter of urgency in accordance with paragraph 2.4 (e) of the Cabinet Procedure Rules within the Constitution.	
10	<u>Exclusion of the Public</u>	
	The following items are not for publication as they contain exempt information as defined in Paragraphs 14 and 16 of Part 4 and Paragraph 21 of Part 5, Schedule 12A of the Local Government Act 1972, as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007.	
	If following the application of the public interest test Cabinet resolves pursuant to the Act to consider these items in private, the public will be excluded from the meeting during such consideration.	
11	<u>Approval of Exempt Minutes</u>	187 - 188
	To receive for approval the exempt minutes of 03/11/2025	
12	<u>Porthcawl Grand Pavilion Project Update and Request for Approval to Modify Main Works Contract</u>	189 - 200

**Note: This will be a Hybrid meeting and Members and Officers will be attending in the Council Chamber, Civic Offices, Angel Street Bridgend / Remotely via Microsoft Teams. The meeting will be recorded for subsequent transmission via the Council's internet site which will be available as soon as practicable after the meeting. If you would like to view this meeting live, please contact [cabinet\\_committee@bridgend.gov.uk](mailto:cabinet_committee@bridgend.gov.uk) or tel. 01656 643148 / 643694 / 643513 / 643159.**

Yours faithfully

**K Watson**

Chief Officer, Legal and Regulatory Services, HR and Corporate Policy

Councillors:

E L P Caparros

P Davies

M J Evans

N Farr

J Gebbie

M Jones

JC Spanswick

HM Williams

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**MINUTES OF A MEETING OF THE CABINET HELD HYBRID IN THE COUNCIL CHAMBER - CIVIC OFFICES, ANGEL STREET, BRIDGEND, CF31 4WB / REMOTELY VIA MICROSOFT TEAMS ON MONDAY, 3 NOVEMBER 2025 AT 10:00**

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**Present**

Councillor JC Spanswick – Chairperson

N Farr

J Gebbie

E L P Caparros

M J Evans

**Present Virtually**

HM Williams

M Jones

**Officers:**

Janine Nightingale  
Jake Morgan  
Delyth Webb  
Jacob Lawrence  
Michael Pitman  
Oscar Roberts

Corporate Director - Communities  
Chief Executive  
Group Manager – Strategic Regeneration  
Porthcawl Regeneration Programme Manager  
Technical Support Officer – Democratic Services  
Temporary Democratic Services Officer – Committees

**547. Apologies for Absence**

Decision Made	Apologies for absence were received from Cllr Paul Davies.
Date Decision Made	3 November 2025

**548. Declarations of Interest**

This document is available in Welsh / Mae'r ddogfen hon ar gael yn Gymraeg

Decision Made	There were no declarations of interest.
Date Decision Made	3 November 2025

**549. Exclusion of the Public**

Decision Made	<u>RESOLVED:</u>  The following items are not for publication as they contain exempt information as defined in Paragraph 12 of Part 4 and/or Paragraph 21 of Part 5 of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information)(Variation)(Wales) Order 2007.  Following the application of the public interest test the Cabinet resolved pursuant to the Act to consider these items in private, with the public being excluded from the meeting during such consideration.
Date Decision Made	3 November 2025

**550. Porthcawl Regeneration**

Decision Made	This decision was exempt.
Date Decision Made	3 November 2025

The meeting closed at 12:37.

**MINUTES OF A MEETING OF THE CABINET HELD HYBRID IN THE COUNCIL CHAMBER - CIVIC OFFICES, ANGEL STREET, BRIDGEND, CF31 4WB / REMOTELY VIA MICROSOFT TEAMS ON TUESDAY, 18 NOVEMBER 2025 AT 14:30**

**Present**

Councillor JC Spanswick – Chairperson

N Farr  
M J Evans

HM Williams  
M Jones

E L P Caparros

P Davies

**Present Virtually**

J Gebbie

**Officers:**

Jake Morgan  
Carys Lord  
Claire Marchant  
Janine Nightingale  
Kelly Watson  
Mark Galvin  
Lindsay Harvey  
Michael Pitman  
Jason Bale  
Adam Spear

Chief Executive  
Chief Officer - Finance, Housing & Change  
Corporate Director - Social Services and Wellbeing  
Corporate Director - Communities  
Chief Officer - Legal & Regulatory Services, HR & Corporate Policy  
Senior Democratic Services Officer - Committees  
Corporate Director - Education, Early Years & Young People  
Technical Support Officer – Democratic Services  
Operational Manager (Enterprise and Specialist Services)  
Shared Regulatory Services

**551. Apologies for Absence**

Decision Made	None
Date Decision Made	18 November 2025

**552. Declarations of Interest**

Decision Made	None
Date Decision Made	18 November 2025

**553. Approval of Minutes**

Decision Made	<u>RESOLVED:</u> That the minutes of the 21 October 2025 be approved as a true and accurate record.
Date Decision Made	18 November 2025

**554. Foster Wales Bridgend Finances Policy Review**

Decision Made	<p>The Deputy Leader presented a report which sought approval for the implementation of the Foster Wales Bridgend Financial Policy.</p> <p>She explained that following an internal audit in February a number of findings and recommendations were provided. The review incorporated actions and amendments to the policy which were summarised in section 3.2 of the report.</p> <p>A question was asked on what support was available to foster carers to understand this new funding process. This was answered by the Corporate Director Social Services and Wellbeing.</p> <p><u>RESOLVED:</u> That Cabinet approved the implementation of the reviewed Foster Wales Bridgend Financial policy (Appendix 1).</p>
Date Decision Made	18 November 2025

**555. Public Spaces Protection Order - Dog Control Consultation**

Decision Made	<p>The Cabinet Member Climate Change and the Environment presented a report which sought Cabinet approval to consult with the Police, the Police and Crime Commissioner and other relevant bodies in relation to the creation of a Public Spaces Protection Order ('PSPO') relating to Dog Control in Bridgend County.</p> <p>He explained that before a PSPO can be enacted, a public consultation must be conducted. If approved the statutory consultation will commence in early December 2025 and continue for 12 weeks.</p> <p>The following questions were posed:</p> <ul style="list-style-type: none"><li>• How are we going to ensure we can enforce this, as the team for enforcement is much reduced from previously?</li><li>• Does the "restricted area" in the order refer to the entire County Borough?</li><li>• Can the online survey include a question to the public about their support for future exclusion of dogs from marked sports pitches and fenced children's play areas, to save time on future consultation?</li></ul> <p>All questions were answered at the meeting by the Corporate Director Communities.</p> <p><u>RESOLVED:</u> That Cabinet gave approval to commence a public consultation on the proposal to create a Public Space Protection Order as outlined in paragraph 2.10 of the report</p>
Date Decision Made	18 November 2025

**556. Capital Programme Quarter 2 Update 2025-26**

Decision Made	The Cabinet Member Finance and Performance presented a report which:
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	<ul style="list-style-type: none"> <li>• updated Cabinet on the capital programme position for 2025-26 as at 30 September 2025 (Appendix A).</li> <li>• Sought agreement from Cabinet to present a report to Council for approval of a revised capital programme for 2025-26 to 2034-35 (Appendix B).</li> <li>• Asked Cabinet to note the actual Prudential and Other Indicators for 2024-25 and the projected Prudential and Other Indicators for 2025-26 (Appendix C)</li> </ul> <p>The report outlined slippage, amendments, and a total capital Programme for the year of £78.22 million. It also included the 10-year Programme and prudential indicators aligning with the corporate capital strategy.</p> <p>The Cabinet Member for Climate Change and the Environment to see the significant investment across the county. He reserved his questions for the next Council meeting.</p> <p>The Leader outlined the new and amended schemes within the report that demonstrated investment in communities including football pitches, sports center and public spaces.</p> <p><u>RESOLVED:</u></p> <p>That Cabinet:</p> <ul style="list-style-type: none"> <li>• noted the Council's Capital Programme 2025-26 Quarter 2 update to 30 September 2025 (Appendix A)</li> <li>• Agreed that the revised Capital Programme (Appendix B) be submitted to Council for approval</li> <li>• Noted the actual Prudential and Other Indicators for 2024-25 and projected indicators for 2025-26 (Appendix C).</li> </ul>
Date Decision Made	18 November 2025

**557. Treasury Management Half Year Report 2025-26**

Decision Made	The Cabinet Member for Finance and Performance presented a report which updated Cabinet on the treasury management activities for the half year ending 30 September 2025.
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	<p>He explained the Economic Background, Lending and the overall Treasury Management update for period 1 April 2025 to 30 September 2025.</p> <p>The following questions were posed:</p> <ul style="list-style-type: none"> <li>• If the lenders of the LOBO loans (Lenders Option Borrowers Option) chose to call them in, what are the Council's options.</li> <li>• Bridgend has a low debt-per-head figure. How would we answer the question of why aren't we getting in more debt for investment.</li> <li>• Is the 10% anticipated return on the non-treasury investments a fair average rental return.</li> </ul> <p>All questions were answered by the Cabinet Member and Chief Office for Finance, Housing and Change.</p> <p><u>RESOLVED:</u> That Cabinet:</p> <ul style="list-style-type: none"> <li>• noted the treasury management activities for the half year ending 30 September 2025.</li> <li>• Note the Treasury Management Indicators for the period 1 April 2025 to 30 September 2025 against those approved in the Treasury Management Strategy 2025-26.</li> </ul>
Date Decision Made	18 November 2025

**558. Local Air Quality Management Annual Progress Report 2025**

Decision Made	<p>The Cabinet Member for Finance and Performance presented a report which sought approval for the 2025 Bridgend County Borough Council (BCBC) Local Air Quality Management (LAQM) Annual Progress Report Page 99 Agenda Item 8 (APR) based upon the air quality datasets obtained in 2024. This report requires Cabinet approval to submit a final version to Welsh Government (WG). It also updated Cabinet on progress regarding the Air Quality Action Plan for the Park Street Air Quality Management Area.</p> <p>The following questions were posed:</p>
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	<ul style="list-style-type: none"> <li>• On Park Street we are replacing a full automatic sensor with an indicative sensor. Are we satisfied that we will still be able to make comparisons and see the trends going down?</li> <li>• Does the Council join up the Local Development Plan with traffic analysis to prioritise ambient air quality sampling, especially in areas with substantial growth?</li> <li>• How do we proactively get this information out into the public domain to provide reassurance?</li> <li>• Over the last five years, has the rise in Electric Vehicle (EV) use correlated with the improving air quality data?</li> </ul> <p>All questions were answered by the representatives from Shared Regulatory Services.</p> <p><u>RESOLVED:</u></p> <p>That Cabinet:</p> <ul style="list-style-type: none"> <li>• Noted the results of air quality monitoring gathered in 2024 and to agree the finalisation of the 2025 Annual Progress Report (attached as Appendix 1) for submission as a final version to Welsh Government by 31st December 2025.</li> <li>• Noted the progress made in developing the Air Quality Action Plan for Park Street.</li> <li>• Noted the replacement of the automatic air quality monitoring station with two indicative automatic sensors funded via Welsh Government's Local Air Quality Management support fund.</li> </ul>
Date Decision Made	18 November 2025

**559. Information Report for Noting**

Decision Made	The Chief Office Legal and Regulatory Services, HR and Corporate Policy presented a report which asked Cabinet to note the report at section 3 of the report that had been published since the last meeting of Cabinet.
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	<u>RESOLVED:</u>	That Cabinet acknowledged and noted the publication of the documents listed in the report, subject to correction of the typing errors identified.
Date Decision Made	18 November 2025	

**560. Urgent Items**

Decision Made	There were no Urgent Items	
Date Decision Made	18 November 2025	

**561. Exclusion of the Public**

Decision Made	<u>RESOLVED:</u>	<p>The following items are not for publication as they contain exempt information as defined in Paragraph 12 of Part 4 and/or Paragraph 21 of Part 5 of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information)(Variation)(Wales) Order 2007.</p> <p>Following the application of the public interest test the Cabinet resolved pursuant to the Act to consider these items in private, with the public being excluded from the meeting during such consideration.</p>
Date Decision Made	18 November 2025	

**562. Approval of Exempt Minutes**

Decision Made	<u>RESOLVED:</u>	That the exempt minutes of the 21 October 2025 be approved as a true and accurate record.
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Date Decision Made	18 November 2025
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To observe further debate that took place on the above items, please click this [link](#)

The meeting closed at 15:30

<b>Meeting of:</b>	<b>CABINET</b>
<b>Date of Meeting:</b>	<b>16 DECEMBER 2025</b>
<b>Report Title:</b>	<b>RECOMMENDATIONS FROM SCRUTINY BUDGET WORKING GROUP</b>
<b>Report Owner: Responsible Chief Officer / Cabinet Member</b>	<b>CORPORATE OVERVIEW AND SCRUTINY COMMITTEE</b>
<b>Responsible Officer:</b>	<b>MERYL LAWRENCE SENIOR DEMOCRATIC SERVICES OFFICER – SCRUTINY</b>
<b>Policy Framework and Procedure Rules:</b>	The report relates to the role of the Scrutiny Budget Working Group and the development of Recommendations to feed into the development of the draft budget proposals and Medium Term Financial Strategy (MTFS) in accordance with the Scrutiny Budget Working Group process agreed by the Corporate Overview and Scrutiny Committee (COSC) on 24 July 2025.
<b>Executive Summary:</b>	<p>On 9 April 2025, Council approved that the working group be established with representatives from all scrutiny committees and chaired by the Chair of the Corporate Overview and Scrutiny Committee, to feed back to COSC.</p> <p>On 24 July 2025, COSC considered a report on the work undertaken in consultation with Scrutiny Chairs on the proposed arrangements for the Scrutiny Budget Working Group and any comments received following consultation with Groups and individual Independent Members and agreed the:</p> <ul style="list-style-type: none"> <li>a. Size, composition and nominations process for the Working Group;</li> <li>b. Draft Terms of Reference;</li> <li>c. Proposed Structure of Scrutiny Budget Working Group and Draft outline of schedule of meetings.</li> </ul> <p>The Recommendations from the Scrutiny Budget Working Group are being presented to Cabinet to consider during the development of the draft budget proposals and MTFS (subject to any additions or amendments agreed by COSC at their meeting on 11 December 2025 which will be presented verbally at the meeting).</p>

## **1. Purpose of Report**

- 1.1 To present Cabinet with the Recommendations from the Scrutiny Budget Working Group for consideration during the development of the draft budget proposals and MTFS (subject to any additions or amendments agreed by the COSC at their meeting of 11 December 2025 which will be presented verbally to Cabinet).

## **2. Background**

- 2.1 On 9 April 2025 Council agreed that the working group be established with representatives from all scrutiny committees and chaired by the Chair of COSC, to feed back to COSC.
- 2.2 On 24 July 2025, COSC considered a report on the work undertaken in consultation with Scrutiny Chairs on the proposed arrangements for the Scrutiny Budget Working Group and any comments received following consultation with Groups and individual Independent Members and agreed the:
  - a. Size, composition and nominations process for the Working Group;
  - b. Draft Terms of Reference;
  - c. Proposed Structure of Scrutiny Budget Working Group and Draft outline of schedule of meetings.

## **Structure of Scrutiny Budget Working Group**

- 2.3 COSC agreed the following structure and schedule of meetings:
  - a. **29 July 2025 - Budget Steering Group meeting**

Steering Group to consider and discuss previous year's recommendations and 2025-26 indicative proposals, main priorities going forward and areas of concern. This to then inform where Scrutiny can add value, proposing potential areas of focus for the Scrutiny Budget Working Group and Deep Dive Groups to consider.

Group Comprising:

    - Chief Executive
    - Chief Officer - Finance, Housing and Change
    - Leader of the Council
    - Cabinet Member for Finance and Performance,
    - Cabinet Members for Resources,
    - Scrutiny Chairs
    - Group Leaders
  - b. **1 September 2025 - Scrutiny Budget Working Group**

To discuss areas of focus following outcome from the Steering Group and allocate up to 6 Scrutiny Budget Working Group Members to each of the four proposed Deep Dive Groups. Membership of Deep Dive Groups to be based on Member knowledge, expertise or preference expressed to

contribute to a specific Deep Dive Group. Chief Officer - Finance, Housing and Change to be invited to answer any overarching questions.

**c. Four Deep Dive Groups met once each from mid September to mid October and the Chairs presented findings to Scrutiny Budget Working Group on 4 November 2025.**

These Deep Dive Groups were chaired by the corresponding Chair of the related OVSC and included up to 6 other Members and met as follows:

Chief Executive's Directorate – 22 September 2025

Education, Early Years and Young People Directorate – 6 October 2025

Social Services and Wellbeing Directorate – 16 October 2025

Communities Directorate – 20 October 2025

This enabled there to be one clear overarching set of recommendations from the Scrutiny Budget Working Group rather than four sets of recommendations that could potentially overlap, conflict or risk too much duplication.

The Chair of Corporate Overview and Scrutiny Committee observed all Deep Dive Groups discussions and conclusions as well as chairing the relevant one to their OVSC.

**d. 7 November 2025 - Budget Steering Group Meeting**

The Conclusions and Recommendations of the Scrutiny Budget Working Group were presented informally to feed into and potentially impact the development of Cabinet's draft budget proposals and Medium Term Financial Strategy (MTFS).

**e. 11 December 2025 – COSC Meeting**

A report will be presented to COSC (as the Scrutiny Committee with overall responsibility for budget scrutiny) seeking consideration of the Recommendations of the Scrutiny Budget Working Group for forwarding to Cabinet to consider during the development of the draft budget proposals and MTFS (subject to any additions or amendments made at the meeting of 11 December 2025).

**3. Current situation / proposal**

**3.1 The structure agreed by COSC on 24 July 2025 also agreed the following further steps:**

**a. Cabinet 16 December 2025**

To formally receive the conclusions and recommendations of the Scrutiny Budget Working Group from COSC in advance of final budget proposals and formal response to be provided by Cabinet on 17 February 2026.

- b. **COSC 15 and 27 January 2026**  
COSC consider draft MTFS and budget proposals and make conclusions and recommendations to Cabinet.
  - c. **Cabinet 3 February 2026**  
To present COSC conclusions and recommendations on the draft MTFS and Budget proposals
  - d. **Cabinet 17 February 2026**  
Cabinet considers recommendations and agrees final MTFS / budget for submission to Council.
  - e. **Council 25 February 2026**  
Council considers budget and votes on it.
- 3.2 Cabinet is recommended to consider and respond to the Recommendations of the Scrutiny Budget Working Group attached at **Appendix A** (subject to any additions or amendments agreed by the COSC at their meeting of 11 December 2025 which will be presented verbally to Cabinet) and consider them during the development of the draft budget proposals and MTFS.
- 3.3 Also contained in **Appendix B**, for information only are requests for additional information made by Members at the Scrutiny Budget Working Group on 4 November and Steering Group on 17 November 2025 some of which follow on from previous requests made by the Deep Dive Groups which received initial responses. The requests will be circulated for response subject to endorsement by COSC at their meeting on 11 December 2025 to help inform COSC's deliberations of the MTFS / draft budget proposals in January 2026.
- 3.4 For information, following the conclusion of the Scrutiny Budget Working Group process for 2025-26, an evaluation of the process for this initial year will be carried out to inform the process for the following year.
- 4. Equality implications (including Socio-economic Duty and Welsh Language)**
- 4.1 The protected characteristics identified within the Equality Act, Socio-economic Duty and the impact on the use of the Welsh Language have been considered in the preparation of this report. As a public body in Wales, the Council must consider the impact of strategic decisions, such as the development or the review of policies, strategies, services and functions. It is considered that there will be no significant or unacceptable equality impacts directly as a result of this report, however some of the Recommendations if taken forward could have Equality implications which would need to be considered by the relevant service area.

## **5. Well-being of Future Generations implications and connection to Corporate Well-being Objectives**

- 5.1 The well-being goals identified in the Act were considered in the preparation of this report. It is considered that there will be no significant or unacceptable impacts upon the achievement of well-being goals/objectives as a result of this report.
- 5.2 The Act provides the basis for driving a different kind of public service in Wales, with 5 Ways of Working to guide how public services should work to deliver for people. The scrutiny function contributes to the 5 Ways of Working set out in the Well-being of Future Generations (Wales) Act 2015 and how they contribute to the Council developing its own five ways of working, driving and measuring those ways of working.
- 5.3 The scrutiny arrangements assists in the achievement of the Council's 4 Well-being Objectives under the Well-being of Future Generations (Wales) Act 2015, listed below:
1. A prosperous place with thriving communities
  2. Creating modern, seamless public services
  3. Enabling people to meet their potential
  4. Supporting our most vulnerable

## **6. Climate Change and Nature Implications**

- 6.1 There are no Climate Change or Nature Implications directly arising from this report, however some of the recommendations if taken forward could have climate change or nature implications which would need to be considered by the relevant service area.

## **7. Safeguarding and Corporate Parent Implications**

- 7.1 There are no safeguarding and corporate parent implications directly arising from this report, however some of the recommendations if taken forward could have safeguarding and corporate parent implications which would need to be considered by the relevant service area.

## **8. Financial Implications**

- 8.1 The report relates to the Scrutiny Budget Working Group recommendations being forwarded to Cabinet to consider during the development of the draft budget proposals and MTFS.

## **9. Recommendation**

- 9.1 Cabinet is recommended to consider and respond to the Recommendations of the Scrutiny Budget Working Group attached at **Appendix A** (subject to any additions or amendments agreed by the COSC at their meeting of 11 December 2025 which will be presented verbally to Cabinet) and consider them during the development of the draft budget proposals and MTFS.

## **Background documents**

None.



## Scrutiny Budget Working Group Recommendations 2025

	Scrutiny Recommendation:	Cabinet Response:	Accepted/ Partially Accepted / Not Accepted:
<b><u>Council Wide - Recommendations:</u></b>			
<b>1</b>	<u>Invest to Save</u> The Group discussed that previously, proposed invest to save models had become cost avoidance measures which helped services to manage increases in demand, but financial savings had not been realised and removed from ongoing budgets and <b>recommended</b> that any future proposed invest to save models include a robust analysis clearly setting out: <ul style="list-style-type: none"> <li>a. the proposed change and what it will look like;</li> <li>b. how it will be implemented accompanied by a SMART action plan;</li> <li>c. what changes it will make to service provision and to cost; and</li> <li>d. the date by which the savings will be achieved and can be removed from the future budget.</li> </ul>		
<b>2</b>	<u>Transformation</u> The Group discussed feedback from each of the Deep Dive Groups that highlighted transformation was needed in order to ensure sustainability of future service delivery and <b>recommended</b> :		

**Scrutiny Budget Working Group Recommendations 2025**

	<b>Scrutiny Recommendation:</b>	<b>Cabinet Response:</b>	<b>Accepted/ Partially Accepted / Not Accepted:</b>
	<p>a. an in-depth review of the remit and structure of all Directorates and how they work, including the appropriateness of which services sit in each Directorate (e.g. 4G Pitches currently in Social Services Wellbeing Directorate) with a view to transformation rather than savings and avoiding duplication of efforts across the Authority;</p> <p>b. as part of the reviews, consideration be given to where the use of technology and Artificial Intelligence can be expedited;</p> <p>c. that Cabinet consider the reviews and whether there is sufficient capacity to invest capital given the number of capital pressures from all Directorates which will require prioritisation; and</p> <p>d. that consideration be given to establishing a Transformation Working Group to sit under the Corporate Overview and Scrutiny Committee (COSC) and whether Transformation should be a standing item on the COSC Agenda.</p>		
<b>3</b>	<p><u>Capital Programme</u></p> <p>The Group expressed concern regarding the perceived piecemeal and fragmented approach to the Capital Programme and discussed the Council's ability to borrow at competitive interest</p>		

**Scrutiny Budget Working Group Recommendations 2025**

	<b>Scrutiny Recommendation:</b>	<b>Cabinet Response:</b>	<b>Accepted/ Partially Accepted / Not Accepted:</b>
	rates. The Group <b>recommended</b> that consideration be given to developing a more focussed Capital Programme driven by the needs of the services with robust business cases, plans and projects setting out clear objectives and deliverables and that consideration be given to utilising our borrowing capacity to deliver revenue savings.		
<b>4</b>	<p><u>Council Assets</u> The Group discussed the list of buildings and premises owned by the Council and noted that it included a number of residential properties. The Group <b>recommended</b> that an exercise be undertaken:</p> <ul style="list-style-type: none"> <li>a. to ascertain whether any assets could be released to generate monies or an additional narrative provided setting out why they are being retained and on what terms and conditions; and</li> <li>b. to ascertain whether all buildings are being used to their full potential for internal use or as potential income generating opportunities by renting out.</li> </ul>		

## Scrutiny Budget Working Group Recommendations 2025

	Scrutiny Recommendation:	Cabinet Response:	Accepted/ Partially Accepted / Not Accepted:
<b>Chief Executive's Directorate - Recommendations:</b>			
5	<u>CCTV (Indicative Budget Reduction Proposal 2026-27 - CEX 6)</u> The Group discussed the provision of CCTV and that although the budget also includes support for some Council services, the largest user of the CCTV service are the Police. The Group therefore <b>recommended</b> that the Police be asked to financially contribute to the provision of the CCTV and should they refuse, that consideration be given to withdrawing their use.		
6	<u>Budget Reduction Proposal CEX 3</u> The Group <b>recommended</b> that Cabinet reconsider budget reduction proposal not progressed last year, CEX 3, regarding the review of the discretionary payments made to senior member salary holders to see if there is any scope to achieve savings.		
7	<u>Fees and Charges</u> The Group considered the Council's <u>Fees and Charges 2025/26</u> and the income generating possibilities and <b>recommended</b> that Cabinet consider an above inflationary rise in all fees and charges that are not set by other bodies, e.g. 10%.		

**Scrutiny Budget Working Group Recommendations 2025**

	<b>Scrutiny Recommendation:</b>	<b>Cabinet Response:</b>	<b>Accepted/ Partially Accepted / Not Accepted:</b>
<b><u>Education, Early Years and Young People Directorate – Recommendations:</u></b>			
<b>8</b>	<u>Further Indicative 1% Reduction to Schools Delegated Budgets</u> The Group expressed significant concern regarding the number of schools projecting a deficit budget and questioned the recoverability of the deficits given the level of deficits and the challenges facing schools. The Group therefore unanimously <b>recommended</b> that the further indicative reduction of 1% to school delegated budgets for 2026-27 should be removed.		
<b>9</b>	<u>Education Welfare Service (EEYYP4)</u> The Group discussed the significant increase in issues regarding attendance, behaviour and exclusions and expressed significant concern regarding the risk posed by the proposed reduction to the Education Welfare Service. The Group therefore strongly <b>recommended</b> that the budget reduction proposal not progressed last year, EEYYP4 should not be pursued.		
<b>10</b>	<u>Unallocated Funding be Cascaded to Councils in Addition to their Core Funding</u> The Group discussed the Welsh Government announcement regarding the minimum 2.3% increase to local government from which schools get their core funding, the unallocated funding which could support frontline services such as		

**Scrutiny Budget Working Group Recommendations 2025**

	<b>Scrutiny Recommendation:</b>	<b>Cabinet Response:</b>	<b>Accepted/ Partially Accepted / Not Accepted:</b>
	schools and that last year, there was consequential funding for education in Wales within the UK budget. The Group <b>recommended</b> that the Leader and those that sit on the on the Welsh Local Government Association lobby for the unallocated funding to be cascaded to councils in addition to their core funding to support schools.		
<b>11</b>	<p><u>Proposal to Close Small Schools (EYYP4)</u>  The Group discussed the budget reduction proposal not progressed last year relating to the proposal to close smaller schools and <b>recommended</b> that consideration be given to the viability of federated models for schools instead and, in addition, when a headteacher vacancy arises, that consideration be given to the possibility of sharing an existing headteacher for multiple small schools.  The Group also <b>recommended</b> that any proposed closure has regard to forthcoming local housing developments and how it will affect demand and pupil roll numbers.</p>		
<b><u>Social Services and Wellbeing Directorate - Recommendations:</u></b>			
<b>12</b>	<p><u>In-House Residential Provision for Care Experienced Children (CEC)</u>  The Group discussed the significant cost of residential provision for CEC, the elimination of</p>		

**Scrutiny Budget Working Group Recommendations 2025**

	<b>Scrutiny Recommendation:</b>	<b>Cabinet Response:</b>	<b>Accepted/ Partially Accepted / Not Accepted:</b>
	profit legislation and the necessity for transformation of service delivery. In particular, the Group discussed the need for in-house residential provision, that an invest to save model is vital for the Directorate to manage the incoming level of demand and need and <b>recommended</b> that Cabinet consider including social care in the Capital Programme proposed in recommendation 3 above and providing an appropriate capital budget for the Directorate at the times when it's needed to support them as required.		
<b>13</b>	<u>Budget Reduction Proposals 2025/26 not progressed</u> The Group recognised the need and level of budget growth and invest to save that was being considered and that savings were also required. The Group therefore <b>recommended</b> that Cabinet reconsider the SSW Budget Reduction Proposals 2025/26 not progressed and whether any can be safely repackaged with a view to transformation rather than savings.		
<b>14</b>	<u>Community Hubs – SSW 5 proposal not progressed to reduce library facilities related services</u> The Group discussed the upcoming Community Hubs report to the Social Services, Health and Wellbeing Overview and Scrutiny Committee and		

**Scrutiny Budget Working Group Recommendations 2025**

	<b>Scrutiny Recommendation:</b>	<b>Cabinet Response:</b>	<b>Accepted/ Partially Accepted / Not Accepted:</b>
	the positive impact that an integrated Community Hub could have on residents and possible cost savings of multi-agency service delivery and <b>recommended</b> that the Community Hubs be explored to realise this potential as far as possible.		
<b><u>Communities Directorate - Recommendations:</u></b>			
<b>15</b>	<u>Grant Funding</u> The Group discussed the level of bureaucracy around some grant funding applications and the perceived lack of a prior clear overall plan regarding the purpose and intent of the grant funding and the most appropriate grant funding which should be applied for. The Group <b>recommended</b> a value for money exercise be undertaken to ensure grant funding applications are as efficient as possible and that grants sought delivered the maximum potential aligned to a clear plan for its use.		
<b>16</b>	<u>Housing and Homelessness Budget</u> Given the current budget for housing and homelessness, the Group discussed the current housing policy and whether the Council could be more aggressive in the housing market. The Group <b>recommended</b> that the consideration be given to continuing to increase the Council's housing stock		



**Scrutiny Budget Working Group Recommendations 2025**

	<b>Scrutiny Recommendation:</b>	<b>Cabinet Response:</b>	<b>Accepted/ Partially Accepted / Not Accepted:</b>
	through the purchase of Houses of Multiple Occupancy and building our own and that advice be sought regarding the point at which the Council would need to decide whether or not to become a Housing Authority.		
<b>17</b>	<p><u>Flood Prevention</u> The Group discussed the increasing adverse weather events and that the risks of and response to flooding represented a corporate risk to the Authority. The Group <b>recommended</b> that:</p> <p>a. that flood prevention measures be prioritised with an invest to save model as prevention is cheaper than repairs after the fact;</p> <p>b. consideration be given to the Council's emergency response should defences fail, including whether the Council will purchase and hold emergency provision or a strategy of being able to import such provision at short notice; and</p> <p>c. discussions are held with neighbouring local authorities regarding their approach to flood prevention and sharing best practice.</p>		
<b>18</b>	<p><u>Engineering Services</u> The Group discussed the Council's approach to engineering services and that engineers seem to</p>		

## Scrutiny Budget Working Group Recommendations 2025

	Scrutiny Recommendation:	Cabinet Response:	Accepted/ Partially Accepted / Not Accepted:
	be scattered throughout the authority, e.g. highways, property, civil engineers, etc. and <b>recommended</b> that consideration be given to adopting a robust central engineering practice and the possibility of recruitment of a senior lead engineer with a desire to achieve transformation of service delivery and proactively manage the Council's estate.		
19	<u>Enforcement</u> The Group discussed the frustrations regarding continuous cases of fly tipping and the perception that the Council do not take enforcement action, highlighting that education to prevent such cases has its limits. The Group also discussed the issue of overrunning road works and parking infractions in highways and <b>recommended</b> that consideration be given to adopting a more proactive and robust approach to enforcement and that a business case be developed to invest in the Enforcement Team to target the most prolific offenders, also establishing whether the increased enforcement could achieve a cost neutral position or possibly generate income. The Group also <b>recommended</b> that discussions are held with neighbouring local authorities regarding their approach to enforcement and sharing best practice.		

**Scrutiny Budget Working Group Requests for Additional Information 2025**

<b>Scrutiny Request for Additional Information:</b>	
<b><u>Chief Executive's Directorate - Additional Information Requested:</u></b>	
<b>A</b>	<u>Citizens' Advice Bureau (CAB)</u> The Group discussed the Council's Service-Level Agreement and contribution to the CAB (£194k) and recognised the assistance and preventative measures it provides for residents. However, Members queried the extent of the CAB's presence in towns (particularly in Maesteg) and <b>requested</b> further information regarding the frequency of sessions and appointments and the number of cases being dealt with for residents of Bridgend County Borough in order to assess demand for the service.
<b>B</b>	<u>Shared Regulatory Services (SRS)</u> The Group discussed the payment to SRS (£1.089m) and <b>requested</b> a more detailed breakdown setting out what it funds and what is statutory and what is non statutory.
<b>C</b>	<u>Communications and Marketing</u> The Group discussed the £1.664m net budget for communications and marketing and <b>requested</b> a detailed breakdown of what it includes.
<b><u>Education, Early Years and Young People Directorate – Additional Information Requested:</u></b>	
<b>D</b>	<u>Closing a Small School</u> The Group <b>requested</b> a briefing note setting out the steps required to be taken to close a small school.
<b>E</b>	<u>Nursery Provision (EEYYP 3)</u> The Group discussed the number of private nursery places currently provided in the County and <b>requested</b> the number of nursery places provided in Bridgend schools, in order to understand the potential shortfall if the budget reduction proposal not taken progressed last year regarding reducing provision of nursery provision was to be reconsidered in future years.
<b>F</b>	<u>Childcare Offer for 3 and 4-year-olds</u> The Group discussed the Council's childcare offer for 3 and 4-year-olds which is more generous than the statutory minimum of 10 hours and the significant cost of private childcare and <b>requested</b> :  i. confirmation as to whether the Council could reduce provision to the statutory minimum and charge parents to top up/uplift their childcare hours by use of school provision at a cheaper rate than private provision;

**Scrutiny Budget Working Group Requests for Additional Information 2025**

<b>Scrutiny Request for Additional Information:</b>	
	<p>ii. if so, that an exercise be undertaken exploring the income generation possibilities and/or savings the model would achieve; and</p> <p>iii. information regarding whether there are any other local authorities that provide the statutory provision and whether they offer any uplift and at what cost.</p>
<b>G</b>	<p><u>Governor Vacancies</u> The Group <b>requested</b> the number of community and parent governor vacancies at each Bridgend school.</p>
<b><u>Communities - Additional Information Requested:</u></b>	
<b>H</b>	<p><u>Reviews</u> The Group discussed the Cemeteries Review due to be completed by August 2026 and the Fleet Services Review due to be completed by Spring 2027 and <b>requested</b> further narrative to include the terms of reference and key issues that are being considered in each review and firm timescales of their likely completion in order that the outcome reports can be added to the Communities, Environment and Housing Overview and Scrutiny Committee's Forward Work Programme. The Group also discussed the significant overspend in Fleet Services and <b>requested</b> that this review be expediated if possible.</p>

<b>Meeting of:</b>	<b>CABINET</b>
<b>Date of Meeting:</b>	<b>16 DECEMBER 2025</b>
<b>Report Title:</b>	<b>SCHOOL ATTENDANCE ENFORCEMENT POLICY</b>
<b>Report Owner / Responsible Chief Officer / Cabinet Member</b>	<b>CORPORATE DIRECTOR EDUCATION, EARLY YEARS AND YOUNG PEOPLE CABINET MEMBER FOR EDUCATION AND YOUTH SERVICES</b>
<b>Responsible Officer:</b>	<b>MARK LEWIS GROUP MANAGER, EARLY YEARS AND YOUNG PEOPLE</b>
<b>Policy Framework and Procedure Rules:</b>	<b>The updated policy will replace the existing policy and form part of the local authority's statutory framework for attendance enforcement.</b>
<b>Executive Summary:</b>	<b>The report provides an update to the fixed penalty notice code of conduct and the School Attendance Enforcement Policy.</b>

## 1. Purpose of Report

- 1.1 The purpose of the report is to seek Cabinet approval for the revisions to the Bridgend County Borough Council (BCBC) School Attendance Enforcement Policy 2025-2028 and the fixed penalty notice (FPN) code of conduct.
- 1.2 These updates reflect changes in national guidance, Welsh Government expectations and local priorities for improving school attendance.

## 2. Background

- 2.1 BCBC has statutory responsibilities under the Education Act 1996, the Education (Penalty Notices) (Wales) Regulations 2013, and related Welsh Government guidance to ensure regular school attendance.
- 2.2 Bridgend County Borough Council's Attendance Enforcement Policy and FPN code of conduct were last reviewed in 2023. Since that time:
  - Welsh Government has published updated attendance guidance;

- local data shows increased persistent absenteeism and unauthorised term-time holidays; and
- feedback from schools, governors and partners has identified the need for clearer procedures and more consistent enforcement.

2.3 The current fixed penalty notice code of conduct and the School Attendance Enforcement Policy are out of date and include inaccuracies. The proposed changes to the documents are outlined in **Appendix 1 and Appendix 2**.

### **3. Current situation/ proposal**

3.1 The revised Attendance Enforcement Policy strengthens the local authority's graduated approach to improving pupil attendance. It emphasises early intervention, parental engagement and collaborative working prior to the enforcement of legal processes.

3.2 The updated Fixed Penalty Notice Code of Conduct provides greater clarity on:

- thresholds for issuing FPNs (for example, a minimum 10 unauthorised sessions within a school term);
- procedures for unauthorised holidays in term time;
- roles and responsibilities of headteachers, the Education Engagement Team, Education Welfare Officers and the local authority; and
- appeals, withdrawal and monitoring arrangements.

3.3 Both documents have been updated to reflect:

- alignment with Welsh Government's Framework for Improving School Attendance 2022;
- all-Wales safeguarding procedures; and
- the need for consistency across schools within the Bridgend.

### **4. Equality implications (including Socio-economic Duty and Welsh Language)**

4.1 The protected characteristics identified within the Equality Act, Socio-economic Duty and the impact on the use of the Welsh Language have been considered in the preparation of this report. As a public body in Wales the Council must consider the impact of strategic decisions, such as the development or the review of policies, strategies, services and functions. This is an information report, therefore it is not necessary to carry out an Equality Impact assessment in the production of this report. It is considered that there will be no significant or unacceptable equality impacts as a result of this report.

## **5. Well-being of Future Generations implications and connection to Corporate Well-being Objectives**

- 5.1 The proposed updated policy and code of conduct contribute to the Council's duties under the Act by supporting long term educational outcomes, preventing exclusions and fostering collaboration with families and partner agencies.

## **6. Climate Change and Nature Implications**

- 6.1 There are no climate change or nature implications as a result of this report.

## **7. Safeguarding and Corporate Parent Implications**

- 7.1 Ensuring children attend school regularly is a key safeguarding measure. Poor attendance can increase the risk of neglect, exploitation or disengagement from support services.
- 7.2 The updated policy and code of conduct reinforce BCBC's safeguarding duties by enabling earlier intervention, improved monitoring and consistent escalation where attendance raises welfare concerns.
- 7.3 The Education Engagement Team will continue to liaise with partners including Children and Family Services, schools and other agencies to ensure attendance enforcement aligns with safeguarding protocols.

## **8. Financial Implications**

- 8.1 There are no financial implications. Income generated from FPNs will continue to be retained by the local authority and reinvested into attendance support services, in line with regulations.

## **9. Recommendations**

- 9.1 Cabinet is recommended to:
- approve the revised School Attendance Enforcement Policy; and
  - approve the updated Fixed Penalty Notice Code of Conduct.

## **Background documents**

Education Act 1996

Education (Penalty Notices) (Wales) Regulations 2013

Welsh Government: Framework for Improving School Attendance (2022)

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**Appendix 1**

**Bridgend County Borough Council**  
**Education and Family Support Directorate**

**Education Engagement Team**

**School Attendance Enforcement Policy**

**September 2025**

## **1. Introduction**

Bridgend County Borough Council (BCBC) has a legal obligation to make education provision for all children living within the county borough. There is also a duty to ensure that all children (between the school term after their 5<sup>th</sup> birthday and the last Friday in June of the school year they turn 16, regularly attend education provision.

The Education Engagement Team (EET) supports the Authority to ensure that every child and young person in Bridgend has access to appropriate education. The service acts to help families who are experiencing difficulties to ensure regular school attendance. If a pupil who is registered at a school fails to attend that school regularly and attempts by the EWO and the school fail to ensure that the pupil returns to regular attendance the EET will then consider taking legal action.

Once your child is registered at a school the responsibility for ensuring regular school attendance lies with parents/carers. The EET is responsible for making sure that parents fulfil their responsibilities and if necessary, the implementation of legal proceedings to address non-attendance issues is progressed by the EET.

When the pupil fails to attend school, the absence is recorded and is marked as either an authorised or unauthorised absence. Welsh Government guidance states that 'only headteachers and not parents can authorise an absence and schools must consider whether the reason for absence is reasonable before doing so' (Inclusion and Pupil Support Guidance 203/2016).

It is essential that all schools or cluster of schools adopt their own attendance policy which should include the rationale for fixed penalty notices, prosecutions and other intervention methods. This policy should also cover situations when an absence will and will not be authorised.

Legal action should be a planned intervention and appropriate to individual circumstances, any such action should serve to ensure each child's right to education. This document informs and guides EET staff and other local authority staff of the process of legal measures to ensure regular school attendance.

## **2. Interpretation**

In this policy:

- "EET" means Education Engagement Team;
- "EWO" means Education Welfare Officer;
- "FPN" means fixed penalty notice;
- "SAO" means School Attendance Orders;
- "ESO" means Education Supervision Order;
- "parent" is as defined in paragraph 3 and references both singular and plural;
- "compulsory school age" is defined as the term after a pupil turns five years of age; and

- this continues to be compulsory school age until the last Friday in June in Year 11.

### **3. Legislative framework**

The EET is the responsible body within BCBC to ensure that all children receive an education and attend school regularly.

The responsibility of ensuring compliance with the legislation is undertaken through the EWO officers working with the parents (as defined below at point 3) of the children and through the prosecution if appropriate of those failing to ensure their child attends school regularly. The EET will decide whether to instruct BCBC legal services to consider prosecution for an offence under section 444(1) and section 444(1a) of the Education Act 1996.

### **4. Parent defined**

Under section 7 of the Education Act 1996, a parent of a child of compulsory school age is responsible for making sure that their child receives efficient full-time education through regular school attendance or otherwise.

Section 576 of the Education Act 1996 defines 'parent' as: all natural (biological) parents, whether they are married or not any person who, although not a natural parent, has parental responsibility for a child or young person. Any person who, although not a natural parent, has care of a child or young person. In some circumstances it may be appropriate to take action against only one parent whereas in other case it may be appropriate to take action against two or more parents.

### **5. Attendance policy**

Schools must ensure that they have an Attendance Policy which is regularly reviewed. The policy must be available to the public and its existence should be advertised appropriately. Schools will be expected to try and improve a pupil's attendance before a referral is made to the EET. When a school's attempts to improve a pupil's attendance have been unsuccessful, the school will refer to the EET if attendance falls below 90%. This will be after the school have exhausted a range of interventions.

### **6. Fixed penalty notices**

The Education (Penalty Notice) Wales Regulations 2013 which came into force in September 2014 have given local authorities new powers to issue fixed penalty notices (FPN). A Code of Conduct has been devised by BCBC regarding the issuing of a FPN. Under this code, the issuing of the FPNs will lie with the EET in response to requests from headteachers and nominated deputies or police officers. Penalty notices are an added means of enforcing attendance where there is a reasonable expectation that its use will secure an improvement. It is anticipated that a FPN will be used to improve attendance and prevent unnecessary absences from school.

The Education (Pupil Registration) (Wales) Regulations 2010 gives discretion to the school to grant a leave of absence for the purposes of a holiday upon the application by a parent. The decision as to whether to authorise an absence for the purposes of a holiday is at the discretion of the headteacher which is limited to 10 days per school year except in exceptional circumstances

Once an absence is unauthorised by the headteacher and the matter referred to the EWO penalty notices may be considered in the following circumstances:

- Where a minimum of 10 unauthorised sessions (5 school days) have occurred in the current term (these do not need to be consecutive).
- Where at the Head Teacher's discretion a holiday during term time has not been authorised
- Persistent lateness of more than 10 sessions (5 school days) in the current term they do not need to be consecutive (that is, arrived at school after the close of the registration period).
- Where parent/carers have failed to engage with the EWO in attempts to improve attendance but where court sanctions have not been instigated.
- Where a parent/carer has chosen to take their child on holiday during term time without headteacher authorisation.
- Where a pupil regularly comes to the attention of the police during school hours for being absent from school without an acceptable reason.

The EET will work with schools to ensure that:

- notices are used consistently
- relationships between schools and families are not compromised; and
- Penalty notices cannot be issued if legal proceedings against the parent/carer under section 444 of the Education Act 1996 have commenced or are contemplated at the time of the request.

The EET will consider the following in considering whether a FPN can be issued:

- level of absence – unauthorised absences equating to below 90% attendance in the school year
- any equalities considerations
- Individual Development Plans
- history of attendance
- level of parental engagement; and the support that has been actioned by the school
- any adverse effect a fine will have on the welfare of the family.

A FPN will be issued where there are circumstances of unauthorised absences and when a FPN is felt appropriate taking into account the above. Only one FPN will be issued to a parent of a child in one academic year. Where there is more than one child with poor attendance within the same family, a FPN may be issued for each child in that family resulting in the parents receiving more than one notice within the same academic year.

There are no restrictions on the number of times a parent may receive a formal warning of a notice prior to receiving a FPN.

It will be discretionary to the EET which person(s) will be issued with a FPN as per paragraph 3 above.

The EET will respond to all requests from the headteacher to issue penalty notices within 10 days of receipt of all relevant information. When, having taken into account the above, the EWO will in appropriate circumstances:

- send a formal written warning to parents/carers notifying that they may receive a FPN and why (this does not apply in relation to holiday related unauthorised absence);
- 15 days monitoring period and to allow parents to respond; During the fifteen days, parents/carers would have the right to provide any evidence they may wish to present to the school, including medical evidence, to argue that the penalty notice should not be issued. It will be for the head-teacher/nominated to determine whether the evidence is accepted and the register amended.
- during the 15 day period the pupil must not have any unauthorised absences from school; and
- if at the end of the 15 days and all information has been considered to be appropriate a penalty notice will be issued.
- Where the penalty notice is requested from a school in response to a parental request for unauthorised absence (holiday related unauthorised absence), the formal warning letter and 15 day improvement period will not apply.

A penalty notice is £60 if paid within 28 days of receipt of the notice, increasing to £120 if paid after 28 days. If the penalty is not paid in full by the end of the 42 days the local authority can prosecute parents/carers.

There is no statutory right of appeal against issuing of a penalty notice

The penalty notice may only be withdrawn when the Local Authority is satisfied that:-

- the notice has been issued to the wrong person to an incorrect address;
- the notice did not conform to code of conduct;
- evidence demonstrates that the notice should not have been issued (for example, medical evidence is provided; and circumstances warrant its withdrawal.

Non-payment of a penalty notice may trigger prosecution procedures brought under section 444(1) of the Education Act 1996.

## Equality

The protected characteristics identified within the Equality Act, Socio-economic Duty and the impact on the use of the Welsh Language have been considered in the preparation of this enforcement policy.

## 7. Criminal offences

Every case of non-school attendance is addressed on an individual basis. Welsh Government guidance confirms that before consideration can be given for the prosecution of parents/guardians, the EWO is obliged to make every effort to engage and work with the child and family which includes additional support offered if

necessary. If after working with the family the attendance does not improve sufficiently, the EET will decide whether and at which point to instruct legal services to consider prosecution for the offence under section 444(1) and section 444 (1a) of the Education Act 1996.

The decision to refer the matter to legal for prosecution lies with individual EWOs but will be overseen by the Lead EET Coordinator. These cases normally are when parents/carers refuse to engage or cooperate with the EET or where it is felt that they could have done more to improve their child's attendance.

Decisions to instigate legal proceedings in BCBC are not taken lightly. All children have a right to be in education and the local authority has a duty to them to make sure that they receive an education.

The decision as to whether prosecution is the most appropriate course of action in a particular will made in accordance with the Code for Crown Prosecutors, a prosecution will only be commenced when the Legal Department is satisfied that there is sufficient evidence to provide a realistic prospect of conviction, and that the prosecution would be in the public interest.

## **8. Prosecution process**

### **Warning notices**

Consequences of non-school attendance should be made clear to parents/carers. There are two warnings which are issued to parents which give the parents/carers an opportunity to improve the situation; a maximum period of four weeks is given in between both warnings.

The expectation is that there will be an improvement in attendance. If, following the second warning, the situation does not improve the matter will be referred to the local authority's legal department. Local authority lawyers will decide whether to prosecute and will act on behalf of the local authority and present the cases in the local magistrate's court.

If, following the second warning, the situation does not improve and the EWO believes the parents may have committed the more serious offence, a formal letter will need to be sent to the parent by the Lead EET Co-ordinator. A more serious offence for poor school attendance occurs when a parent knowingly fails to secure their child's regular attendance, which carries a maximum fine of £2,500, a community order, or even a three-month prison sentence under Section 444(1A) of the Education Act 1996. The parent will be invited to a formal meeting in order to discuss the reasons for non-school attendance. The letter will include a questionnaire issued under the Police and Criminal Evidence Act 1984 (PACE) which will invite parents to answer questions under PACE.

### **Documentation**

Evidence for prosecution must be provided by the school, and this has to include a headteacher's certificate confirming attendance with the headteacher's signature. A period of complaint can be from four weeks to twelve weeks. In cases of general

poor attendance, the period of complaint must pre-date the final warning. In cases where a FPN has not been paid within the required timescale, the period of complaint must match the period contained within the FPN.

EWOs will prepare a concise witness statement outlining their involvement with the pupil and parents. This needs to be recorded in first person and checked by the Lead EET Co-ordinator.

A witness statement must include name of pupil, date of birth, name of parent, address, period of complaint and the school that the child is registered to attend. The witness statement must exhibit the head teacher's certificate and any other relevant exhibits, including warning letters. When the matter is referred to the legal department, previous convictions, if appropriate, should be highlighted.

Local authority lawyers will assess the evidence and determine whether the matter is suitable for prosecution. If the legal department determines that the matter is suitable for prosecution they will proceed to prosecution and deal with all the paperwork and associated documents and will serve all the documentation on the parents.

The case is presented in court by BCBC lawyers. If the matter progresses to trial or has other complicating features, it may be necessary for the individual EWO to attend on the day of the first hearing or the day the matter is listed for trial. The legal department will advise the individual EWOs if their attendance is required at court.

## **9. Alternatives to prosecution**

Alternatives to prosecution are more successful when used as an early intervention tool, addressing poor school attendance at the earliest point, avoiding the poor attendance becoming entrenched and the prospect of taking further action via the instigation of court proceedings. The alternatives to prosecution include simple cautions, Education Supervision Orders and School Attendance Orders.

### **Simple caution**

A simple caution is a non-statutory disposal for adults committing an offence. It may be used for cases involving first-time, low-level offences where the public interest can be met by a caution. The EWO will recommend to the legal department that a caution be administered, and the legal department will determine whether the case is suitable for caution.

The local authority will consider the following in order to make a decision whether a caution is appropriate:

- the legal department has to be satisfied that there is sufficient evidence to provide a realistic prospect of conviction;
- the parent must make a clear and reliable admission of guilt to committing the offence; and
- is it in the public interest to use a Caution as the appropriate means of a disposal.

A simple caution should not be given where a person has been cautioned for, or convicted of, the same or similar offences within two years of the commission of

the current offence unless there are exceptional circumstances. A simple caution is given to someone who has admitted committing a minor criminal offence and can only be given when the offender agrees to accept it. He or she should not be induced to accept a simple caution in any way and should not be pressed to make an instant decision on whether to accept the same. They should be allowed to consider the matter and given the opportunity to take independent legal advice.

The simple caution forms part of the offender's record and a record will be kept by the EET and retained for future use. It may also be disclosed in court in future proceedings.

## **Education Supervision Order**

At the conclusion of a successful prosecution for non-school attendance the Magistrates may direct an application for an ESO or the AWS may apply for an order. The legislation for these orders is contained in the Children Act 1989 section 36

In BCBC, these are currently not used and this must be made clear in the officers witness statement. The EWO strives to work with families and pupils and will ensure that all necessary support and efforts have been made before a prosecution is instigated.

## **School Attendance Orders**

Under section 437 Education Act 1996 a School Attendance Order (SAO) may be made by the court, upon an application being made by the local authority, in cases when a parent of a child of compulsory school age fails to prove that the child is receiving suitable education and where the authority believed the child should attend school.

A SAO may be used to direct a parent to send their child to a specified school, and should be used when a pupil is not on roll at any school. They are not intended for pupils who attend irregularly. A SAO continues to be in force for as long as a child is of compulsory school age.

Before an application for a SAO is considered EWOs should make every effort to engage the parent and encourage and support them in ensuring they are on roll.

## **10. Legislative framework**

### **Education Act 1996**

- **Education Act 1996 section 7 – Duty on parents**

Duty on parents – parents/guardians have a legal responsibility to ensure that their children receive an efficient full time education that is suitable to their age, ability and aptitude and any special educational needs the child may have. This can be regular attendance at school or otherwise.



- **Education Act 1996 section 8 – Compulsory school age** Compulsory school age is between 5 years (commencing the term following a child's fifth birthday) and the school official leaving date is the last Friday in June.
- **Education Act 1996 section 444 (1)**  
This section of legislation is used on the grounds of prosecution if a child of compulsory school age, who is registered pupil at school, fails to attend regularly and/or is persistently late at school. Maximum fine is £1000.
- **Education Act 1996 section 444 (1a)**  
This is an aggravated offence, where a parent of a child of compulsory school age who knowing their child failed to attend without justifiable reason failed to cause them not to attend. Maximum fine is currently £2000 and/or a term of imprisonment for up to 3 months.
- **Education Act 1996 section 444 (ZA)**  
This has extended the circumstances in which a parent can be prosecuted which includes 'failure to attend alternative provision that has been made for the pupil' (this was inserted in section 116 of Education Act 2005).
- **School Attendance Order – section 437-443**  
These orders are issued by the local authority to direct parents to enrol their children at a named school. Failure to comply with an SAO is an offence unless parents can demonstrate that the child is receiving a suitable education otherwise than at school. The maximum fine is £1000.
- **Children Act 1989 – Section 36**  
Education Supervision Orders (ESO) is an order granted by the Family Proceedings Court giving the local authority the legal right to work more closely with children and families to enable the child to benefit from all education opportunities available to them. Section 444/443 of the Education Act 1996 allows consideration to be given as to whether it would be appropriate to apply for an ESO. ESOs are normally granted for 1 year but can also remain in place for up to 3 years. An ESO requires the engagement and cooperation of the parents and pupil and research shows that they are more successful with younger age pupils.
- **Crime and Disorder Act 1998 – Section 16**  
This incorporates Police Power to return truants to school or a place designated by the local authority.

**SIMPLE CAUTION**

CASE REFERENCE:

NAME OF DEFENDANT:

DATE OF BIRTH:

ADDRESS:

OCCUPATION:

Date of offences:

Place of offences:

Brief circumstances of offences:

Declaration

I hereby declare that I admit the offence described above and agree to accept a caution in this case. I understand that a record will be kept of this caution and that it may influence a decision to institute proceedings should I be found to be infringing the law in the future.

I further understand that this caution may be cited should I subsequently be found guilty of an offence by a Court of Law.

Name: (Block capitals)			
Signed:		Date:	

Signed:
Date:

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## **Appendix 2**

# **Fixed penalty notices for unauthorised absence from school**

## **Code of Conduct**

**September 2025**

## **1. Legal basis and rationale**

The law empowers designated Bridgend County Borough Council (BCBC) officers to issue a fixed penalty notice (FPN) to the parents/carers of children and young people who have unauthorised absence from school

Welsh Government (WG) Education (Penalty Notice) (Wales) Regulations 2013 states that local authorities (LAs) are required by law to adhere to the Education Act 1996 section 444 which include penalty notices as one of the interventions to promote better school attendance. This means that 'due regard must be given to the guidance and there is an expectation that it will be followed unless there is good reason to depart from it

Regular and punctual attendance of pupils at school and alternative provisions is both a legal requirement and essential for pupils to maximise the educational opportunities available to them. In law, an offence occurs if a parent / carer fails to secure their child's regular attendance at school / alternative provision and that absence is not authorised by the school.

The local authority is responsible for developing a Code of Conduct within which all partners will operate and as part of the statutory duties for ensuring school attendance it is appropriate that the will deliver this responsibility on behalf of the local authority.

Penalty notices will be issued in circumstances based on clear threshold criteria which will be applied consistently and equitably across the Council and all persons authorised to request the issuing a penalty notice i.e. police or head teachers, including their nominated deputies must comply with the guidance set out in this code of conduct.

The legislation governing the implementation of FPNs is outlined in the following

- Sections 444A and 444B of the Education Act 1996
- The Education (Penalty Notices) (Wales) Regulations 2013

A penalty notice is a fine of up to £120 which may be issued to a parent/carers as a result of their child's regular non-attendance at school.

BCBC is responsible for developing a Code of Conduct within which all partners named in the Education (Penalty Notices) (Wales) Regulations 2013 will operate and as part of the statutory duties for ensuring school attendance it is appropriate that the EET will deliver this responsibility on behalf of BCBC.

BCBC's Education Welfare Officer (EWO) will continue to investigate cases of irregular attendance from school and following a period of intervention and support to resolve a concern for non-attendance will instigate legal action if thought appropriate. However, FPNs will offer a means of swift intervention to

prevent individual cases becoming entrenched and progressing to the local magistrates' courts.

Penalty notices will be issued in circumstances based on clear threshold criteria which will be applied consistently and equitably across BCBC and all persons authorised to request the issuing of a penalty notice (for example, police or headteachers (including their nominated deputies) and those designated officers authorised to issue a penalty notice) must comply with the guidance set out in this code of conduct.

Under the Education (Pupil Registration) (Wales) Regulations 2010 schools have a discretionary power to grant leave for the purposes of a holiday. There is no automatic right to authorise pupils from school for a holiday and in law parents must apply for permission in advance. The regulations state that only in exceptional circumstances should a pupil be granted more than 10 school days leave of absence for the purposes of a holiday in any school year.

## **2. Legal practicalities**

A penalty notice is £60 if paid within 28 days of receipt of the notice, rising to £120 if paid after 28 days (but within 42 days of receipt). If the penalty is not paid in full by the end of the 42 days the local authority must either prosecute parents/carers for the offence or withdraw the notice.

Prosecution proceedings (section 444(1) and (1A) of the Education Act 1996) will be for the offence of failing to secure attendance at school and not for non-payment of the fine.

Withdrawal of the notice can only take place in very limited circumstances as set out in this code of conduct.

## **3. Who can issue a penalty notice?**

To avoid the issuing of duplicate penalty notices the management and processing arrangements in BCBC will be the responsibility of the Education Engagement Team. However, there will be occasions where the police may issue a penalty notice. The service will work in consultation and partnership with schools to ensure;

- notices are used consistently;
- relationships between schools and families are not compromised; and
- there is no conflict with any other intervention already in place including measures in respect of an offence when proceedings under section 444 of the Education Act 1996 are considered or have been commenced.

## **4. Circumstances for issuing a penalty notice**

A penalty notice will be issued when there are circumstances of unauthorised absence. Only one notice will be issued to a parent/carer in any one academic

year but where there may be more than one poorly attending pupil in a family, notices may be issued for more than one child in that family.

There will be no restrictions on the number of times a parent/carer may receive a formal warning of a notice and it will at the discretion of the EET whether to issue a notice on one or both parent/carer.

Penalty notices may be considered in the following circumstances:

- Where a minimum of 10 unauthorised sessions (5 school days) have occurred in the current term (these do not need to be consecutive).
- Persistent lateness of more than 10 sessions (5 school days) in the current term they do not need to be consecutive (that is, arrived at school after the close of the registration period).
- Where parent/carers have failed to engage with the EWO in attempts to improve attendance but where court sanctions have not been instigated.
- Where a parent/carer has chosen to take their child on holiday during term time without headteacher authorisation.
- Where a pupil regularly comes to the attention of the police during school hours for being absent from school without an acceptable reason.

FPNs will not be used as an immediate action (for example, on pupils found to be truanting during truancy operations).

## **5. Considerations for issuing a penalty notice**

The EET in consultation with the school will take into account, as necessary the following when determining whether a FPN should be issued:

- level of absence, including holidays in term time;
- any equalities considerations relating to the child or family (as listed in the local authority Equality Policy);
- any Individual Development Plans (IDPs);
- history of the attendance issues and action taken;
- Welsh Government guidance;
- likely effectiveness of FPN as a tool for obtaining compliance;
- level of parent engagement/cooperation; and
- any substantial adverse effect a fine will have on the welfare of the family.

Where a holiday in term time has been requested, the headteacher will need to demonstrate that their discretion has been exercised, and include reasons for their decision.

## **6. Procedure for issuing a penalty notice**

The EET will respond to all requests from the headteacher to issue penalty notices within 10 days of receipt of all relevant information. When, having taken into account the above, the EWO will in appropriate circumstances:



send a formal written warning to parents/carers notifying that they may receive a FPN and why (this does not apply in relation to holiday related unauthorised absence);

15 days monitoring period and to allow parents to respond; During the fifteen days, parents/carers would have the right to provide any evidence they may wish to present to the school, including medical evidence, to argue that the penalty notice should not be issued. It will be for the head-teacher/nominated to determine whether the evidence is accepted and the register amended.

during the 15 day period the pupil must not have any unauthorised absences from school; and

if at the end of the 15 days and all information has been considered to be appropriate a penalty notice will be issued.

Where the penalty notice is requested from a school in response to a parental request for unauthorised absence (holiday related unauthorised absence), the formal warning letter and 15 day improvement period will not apply.

## **7. Payment of penalty notice**

Arrangements for payment will be detailed on the penalty notice.

Once paid the parent/carer's liability for the period in question is discharged and they cannot then be subsequently prosecuted under other enforcement powers for the same period covered by the notice.

BCBC will retain the revenue from penalty notices in order to cover the enforcement costs associated with the issue, collection or in the event of non payment cases progressing to prosecution. However, any surplus must be surrendered to the Welsh Consolidation Fund.

## **8. Non-payment of penalty notice**

Non-payment of a penalty notice will trigger prosecution procedures brought under section 444(1) of the Education Act 1996.

## **9. Withdrawal of a penalty notice**

Once issued a penalty notice may only be withdrawn where it is proven that:

- the notice has been issued to the wrong person/to the incorrect address;
- the notice did not conform to this Code of Conduct ;
- evidence demonstrates that the notice should not have been issued (for example, provision of medical evidence (parents/carers have the 15 day period to submit this evidence)); and
- circumstances warrant its withdrawal.

Notification of the withdrawal will be given to the parent/carer and any amount paid will be repaid to the person who paid it. No proceedings will continue or be instituted against the parent/carer for the offence in connection with which the withdrawn notice was issued or for an offence under section 444(1A) of the Education Act 1996 arising out of the same circumstances.

There is no statutory right of appeal against the issuing of a penalty notice.

Parents can also apply to the High Court for a Judicial Review of the decision to issue the fixed penalty notice

## **11. Policy and publicity**

In order to ensure parents and carers are fully aware of the FPN legislation it is expected that all schools with the support of their governing body clearly outline penalty notice information in its Attendance Policy.

## **12. Annual review and reporting**

BCBC's EET will monitor the use of penalty notices as part of the quality assurance process and data will be available to the Welsh Government on request.

This code of conduct will be reviewed on an annual basis and if necessary be amended depending on the outcome of the previous year's operation.

## **13. Human Rights Act 1998 and all Equal Opportunities Legislation**

The issuing of FPNs must conform to all requirements of the Human Rights Act 1998 and all Equal Opportunities legislation. BCBC has the primary responsibility for developing the protocol within which all parties named in the Education (Penalty Notices) (Wales) Regulations 2013 must operate.

## **14. Equality**

The protected characteristics identified within the Equality Act, Socio-economic Duty and the impact on the use of the Welsh Language have been considered in the preparation of this code of conduct.

## **15. How to get further information**

Further information on the operation of this code of conduct is available from:

[Earlyyearsandyoungpeople@Bridgend.gov.uk](mailto:Earlyyearsandyoungpeople@Bridgend.gov.uk)

<b>Meeting of:</b>	<b>CABINET</b>
<b>Date of Meeting:</b>	<b>16 DECEMBER 2025</b>
<b>Report Title:</b>	<p><b>GOVERNANCE OF THE COLLABORATIVE ARRANGEMENTS FOR WELSH (LOCAL AUTHORITY) ADOPTION AND FOSTERING SERVICES</b></p> <p><b>QUORACY OF THE NATIONAL JOINT COMMITTEE FOR THE NATIONAL ADOPTION SERVICE FOR WALES AND FOSTER WALES</b></p>
<b>Report Owner: Responsible Chief Officer / Cabinet Member</b>	<b>CHIEF OFFICER - LEGAL &amp; REGULATORY SERVICES &amp; HR &amp; ELECTORAL/CABINET MEMBER SOCIAL SERVICES, HEALTH AND WELLBEING</b>
<b>Responsible Officer:</b>	<b>RACHEL KEEPINS – DEMOCRATIC SERVICES MANAGER</b>
<b>Policy Framework and Procedure Rules:</b>	<b>There will be no effect on the policy framework and procedure rules.</b>
<b>Executive Summary:</b>	<p><b>The report sets out the proposal to amend the quoracy required for the National Joint Committee meetings from 60% to 40% with representation from at least 3 regional areas to avoid future Joint Committee meetings being cancelled due to being inquorate, as has happened on several previous occasions. It also seeks approval to enter into a Deed of Variation to enable this change.</b></p>

## 1. Purpose of Report

- 1.1 The purpose of the report is to obtain agreement to a 'Deed of Variation' to amend the quoracy required for the National Joint Committee meetings.
- 1.2 Agreeing this proposal will enable the Joint Committee to meet and undertake its functions on behalf of Bridgend County Borough Council, thus enabling the oversight by it of the collaborative arrangements for adoption and fostering services.

## 2. Background

- 2.1 The National Adoption Service (NAS) has been in existence since 2014 and has enabled significant change and improvement in adoption services across Wales. Underpinned by legislation, (the Adoption and Children Act 2002 (Joint Adoption Arrangements (Wales) Directions 2015), its structure and governance through

national, regional and local arrangements were agreed by all councils at that time. A review in 2018 led to proposals to streamline governance and improve accountability. Some of these e.g. creating a Combined Governance Board (bringing together the Advisory Group and Governance Board required by the legislation) and a new Partnership Agreement to replace the original functional model, have been in place for some time.

- 2.2 Legal advice obtained by the Welsh Local Government Association (WLGA) determined that for NAS to operate effectively on behalf of all 22 Welsh authorities, and for there to be a robust hosting arrangement with the host authority (Cardiff Council) for the national and enabling functions, co-operation between Welsh local authorities needed to be put on a formal footing. The preference of the WLGA and the Association of Directors of Social Services Cymru (ADDSC) was that this should be through a Joint Committee.
- 2.3 From 2015, the National Adoption Service Director and central team supported the work of the National Fostering Framework (NFF) to create a similar national, regional and local collaborative arrangement to improve Welsh fostering services albeit not through the creation of a national fostering service. Foster Wales emerged from this; it supports local authorities with a defined range of fostering functions linked to recruitment and retention of local authority foster carers. Throughout this time, the WLGA and ADSS-Cymru as lead bodies wanted the national functions for fostering to be linked to the National Adoption Service national functions to reduce duplication and costs as well as to maximise resilience, flexibility and longevity across both functions.
- 2.4 The Joint Committee, and the legal agreement underpinning it, provide each local authority with oversight over the National Adoption Service for Wales and Foster Wales including the national leadership and enabling functions that are provided through the role of the Director and Central Team. The Joint Committee is critical for Foster Wales given the lack of a legislative basis for such co-operation for fostering services.
- 2.5 When the Joint Committee was established, each local authority formally agreed to the Committee via their respective governance arrangements at Cabinet/Council meetings. Following this a detailed Joint Committee agreement was subsequently signed by all local authorities. The committee is attended by the Cabinet Member for Children's Services (or the equivalent) from each local authority plus non-voting officers and stakeholders.
- 2.6 The Joint Committee held its inaugural meeting in April 2024. Schedule 1 of the Joint Committee Agreement sets out the constitution of the Committee. In order to be quorate, 60% of the voting members, equivalent to 14 council members rounded up to the next whole number, are required to be present.

## Issues

- 2.7 The Joint Committee held its inaugural meeting in April 2024. Three subsequent meetings were convened but unfortunately, two of these meetings could not go ahead because they were not quorate. This was despite canvassing members for preferred days/times, establishing a system for nominated substitutes and making direct contact with members as necessary to establish availability. At the most recent inquorate meeting, in May 2025, there were clear calls from members to reconsider the 60% quoracy.
- 2.8 A further survey was subsequently carried out with Joint Committee members, substitute members and officers, where they were asked to provide their preferred days and times to meet. The results indicated that there was no obvious day suitable for everyone; with the most popular timeslot being a Wednesday morning, followed by certain times on Fridays or Mondays. However, there were only 12 people who indicated Wednesdays as their first preference and fewer for the other options. Therefore, the likelihood of achieving a quorum of 60% for future meetings is low.
- 2.9 Consultation with stakeholders and officers led to a proposed level of 40%, with representation from at least 3 regional areas, being proposed as a revised level of quoracy.
- 2.10 The Monitoring Officer provided advice on the process to be followed to implement a revised quorum for the meetings. This is:
- a. a consultation with representative bodies; *followed by*
  - b. a recommendation at a Joint Committee meeting (which will need to be quorate at the current level of 60%) to authorise a Deed of Variation to the Joint Committee Agreement; *and then*
  - c. a decision at Cabinet, or other meeting as required by the respective constitution of each local authority, authorising a Deed of variation to be signed by all 22 authorities.
- 2.11 The consultation process was completed involving an email to Joint Committee members, a report to the Association of Directors of Social Services (ADSS) Cymru Leadership Group and the WLGA Spokespeople. The outcome of the consultation is as below:
- (i) No dissent to the proposal from Joint Committee members
  - (ii) The ADSS Cymru Leadership Group supported the proposal.
  - (ii) The WLGA Spokespeople have supported the proposal.

## Legal Position in Respect of Changing Quoracy

- 2.12 Individual local authorities remain legally responsible and accountable for the provision of adoption and fostering services. In respect of adoption services, the legal provisions outlined in paragraph 2.13 below require adoption responsibilities to

be delivered in accordance with the arrangements for the National Adoption Service.

- 2.13 The legal basis underpinning the National Adoption Service is contained in section 3A of the Adoption and Children Act 2002 [which was inserted by the Social Services and Well Being (Wales) Act 2014] and the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015. These set out in detail expectations on local authorities to co-operate at regional and national level to deliver and improve adoption services. They do not, however, contain provisions that explicitly create a mechanism that gives proper legal effect to the co-operation at national level or for the agreement with one local authority to host the national functions. The Joint Committee, and the Joint Committee Agreement puts this on a formal legal footing as well as providing greater clarity and certainty for all authorities, the WLGA as well as services.
- 2.14 There are no regulations underpinning Foster Wales so the Joint Committee provides the basis for the co-operation that is needed so it can operate.
- 2.15 Changing the quorum of a Joint Committee is legally permissible but must be handled with care to ensure procedural integrity, legal compliance, and democratic legitimacy.
- 2.16 The Constitution of the Joint Committee is set out in Schedule 1 to the Joint Committee agreement (**Appendix 1**). This provides that the Joint Committee is to have 22 voting members, 1 from each Local Authority; and quorum requires 60% of the voting members – which equates to 14 members, rounded up to the next whole number.
- 2.17 There does not appear to be a statutory requirement applicable to Joint Committees in relation to quorum, so on the face of it, it appears to be a matter for agreement between the partner authorities. However, for Council and ordinary Committee meetings, quorum is set at one quarter of the total number of members (under the Local Government Act 1972, Schedule 12A, paragraph 6).
- 2.18 The relevant clause for local authorities to consider should they wish to amend the quorum requirements is clause 17 of the Joint Committee Agreement (**Appendix 1**). This states that it is the responsibility of each Local Authority to secure approval of the variation in accordance with its own governance arrangements. Unless this function has been delegated, this requires approval by each Local Authority's Cabinet, as the Joint Committee is responsible for the discharge of Executive functions.

### **3. Current situation/ proposal**

- 3.1 A short meeting of the Joint Committee was convened for September 24<sup>th</sup>. This meeting was quorate and recommended that the quoracy be reduced to 40%, with representation from at least 3 regional areas (minutes attached at **Appendix 2**).
- 3.2 A Deed of variation has subsequently been prepared and is available for signing once each local authority has made its decision.

#### **4. Equality implications (including Socio-economic Duty and Welsh Language)**

- 4.1 The protected characteristics identified within the Equality Act, Socio-economic Duty and the impact on the use of the Welsh Language have been considered in the preparation of this report. As a public body in Wales the Council must consider the impact of strategic decisions, such as the development or the review of policies, strategies, services and functions. It is considered that there will be no significant or unacceptable equality impacts as a result of this report.

#### **5. Well-being of Future Generations implications and connection to Corporate Well-being Objectives**

- 5.1 The Well-being of Future Generations (Wales) Act 2015 provides the basis for driving a different kind of public service in Wales, with five ways of working to guide how the authority should work to deliver outcomes for people. The following is a summary to show how the five ways of working to achieve the well-being goals have been considered in this report:

**Long term** – Adoption and fostering services provide stable, loving homes for care experienced children and therefore support their long-term wellbeing.

**Prevention** – Adoption and fostering services are effective in preventing breakdown of children's accommodation, care and support arrangements.

**Integration** – Regional adoption collaboratives which come under the governance of the NAS include partners from health and third sector employment agencies as well as local authorities.

**Collaboration** – The Joint Committee is critical for Foster Wales given the lack of a legislative basis for such co-operation for fostering services.

**Involvement** – Key stakeholders have been involved and consulted with the proposal has been developed with their support.

#### **6. Climate Change and Nature Implications**

- 6.1 There are no climate change or nature implications resulting from this report.

#### **7. Safeguarding and Corporate Parent Implications**

The NAS aims to continue to improve adoption services across Wales to ensure all children who need adoption, adoptive families and adopted adults receive the service they want and need. Regionally, local authorities work together within five regional collaboratives to provide a range of adoption services. Each regional collaborative has links with the voluntary adoption agencies, health and education. The services provided differ in each collaborative, but all provide the adoption agency functions for children, some currently directly provide adoption support services whereas in others this remains with their local authorities. At local

authority level all 22 Welsh councils provide services to all looked after children whilst identifying and working with those children for whom a plan for adoption is appropriate.

Foster Wales also brings together all 22 local authority fostering services as a network to improve the recruitment and retention of foster carers in Wales.

Their main aim is to provide children with the opportunity to stay local, thrive and improve their life chances through well supported foster carers.

## **8. Financial Implications**

- 8.1 The funding for the governance arrangements and central / national leadership and enabling, is provided from the WLGA via a top slice of the Revenue Support Grant plus grant funding from the Welsh Government. Local authorities fund their local contributions to these arrangements. The reduction in quoracy will ensure that meetings can proceed and thus prevent member and officer time being expended on meetings that do not go ahead. There is no expectation that this will incur additional costs, rather it will ensure that existing resources are effectively used.

## **9. Recommendation**

- 9.1 Cabinet is recommended to:

- a) Agree to reduce the quorum of the Joint Committee to 40%, with at least 3 regional areas represented; and
- b) Authorise the entry into and sealing of the Deed of Variation to enable this?

## **Background documents**

None



DATED 19<sup>th</sup> April 2024

- (1) BLAENAU GWENT COUNTY BOROUGH COUNCIL
  - (2) BRIDGEND COUNTY BOROUGH COUNCIL
  - (3) CAERPHILLY COUNTY BOROUGH COUNCIL
  - (4) THE COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF
  - (5) CARMARTHENSHIRE COUNTY COUNCIL
  - (6) CEREDIGION COUNTY COUNCIL
  - (7) CONWY COUNTY BOROUGH COUNCIL
  - (8) DENBIGHSHIRE COUNTY COUNCIL
  - (9) FLINTSHIRE COUNTY COUNCIL
  - (10) GWYNEDD COUNTY COUNCIL
  - (11) ISLE OF ANGLESEY COUNTY COUNCIL
  - (12) MERTHYR TYDFIL COUNTY BOROUGH COUNCIL
  - (13) MONMOUTHSHIRE COUNTY COUNCIL
  - (14) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
  - (15) NEWPORT CITY COUNCIL
  - (16) PEMBROKESHIRE COUNTY COUNCIL
  - (17) POWYS COUNTY COUNCIL
  - (18) RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL
  - (19) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA
  - (20) TORFAEN COUNTY BOROUGH COUNCIL
  - (21) VALE OF GLAMORGAN COUNCIL
  - (22) WREXHAM COUNTY BOROUGH COUNCIL
- and
- (23) THE WELSH LOCAL GOVERNMENT ASSOCIATION

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AGREEMENT FOR THE ESTABLISHMENT OF A JOINT COMMITTEE FOR  
THE NATIONAL ADOPTION SERVICE

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**Geldards**  
law firm

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**BETWEEN:**

- (1) Blaenau Gwent County Borough Council of Municipal Offices, Civic Centre Ebbw Vale NP23 6XB ("Council")
- (2) Bridgend County Borough Council of Civic Offices, Angel Street, Bridgend CF31 4WB ("Council")
- (3) Caerphilly County Borough Council of Ty Penallta, Tredomen Park, Ystrad Mynach, Hengoed CF82 7PG ("Council")
- (4) The County Council of the City and County of Cardiff of County Hall, Atlantic Wharf, Cardiff CF10 4UW ("Council")
- (5) Carmarthenshire County Council of County Hall, Carmarthen, Carmarthenshire SA31 1JP ("Council")
- (6) Ceredigion County Council of Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, Ceredigion SA46 OPA ("Council")
- (7) Conwy County Borough Council of Bodlondeb, Bangor Road, Conwy LL32 8DU ("Council")
- (8) Denbighshire County Council of County Hall, Wynnstay Road, Ruthin LL15 1YN ("Council")
- (9) Flintshire County Council of County Hall, Mold CH7 6NB ("Council")
- (10) Gwynedd Council of Council Offices, Shirehall Street, Caernarfon LL55 1SH ("Council")
- (11) Isle of Anglesey County Council of Council Offices, Llangefni, LL77 7TW ("Council")
- (12) Merthyr Tydfil County Borough Council of Civic Centre, Merthyr Tydfil CF47 8AN ("Council")
- (13) Monmouthshire County Council of PO Box 106, Caldicot NP26 9AN ("Council")
- (14) Neath Port Talbot County Borough Council of Port Talbot Civic Centre, Port Talbot SA13 1PJ ("Council")
- (15) Newport City Council of Civic Centre, Godfrey Road, Newport NP20 4UR ("Council")
- (16) Pembrokeshire County Council of County Hall, Haverfordwest, Pembrokeshire SA61 1TP ("Council")
- (17) Powys County Council of Powys County Hall, Spa Road East, Llandrindod Wells, Powys LD1 5LG ("Council")
- (18) Rhondda Cynon Taf County Borough Council of The Pavilions, Cambrian Park, Clydach Vale, Tonypany CF40 2XX ("Council")

- (19) The Council of the City and County of Swansea of Civic Centre, Oystermouth Road, Swansea SA1 3SN ("Council")
- (20) Torfaen County Borough Council of the Civic Centre, Pontypool, Torfaen NP4 6YB ("Council")
- (21) Vale of Glamorgan Council of Civic Offices, Holton Road, Barry, Vale of Glamorgan CF63 4RU ("Council")
- (22) Wrexham County Borough Council of The Guildhall, Wrexham LL11 1AY ("Council")

(collectively referred to as "the Councils" for the purposes of this Agreement) and

- (23) Welsh Local Government Association of One Canal Parade, Dumballs Road, Cardiff CF10 5BF("WLGA"); and

**WHEREAS:**

- A The parties to this Agreement have agreed to enter into this Agreement in order to provide a framework for the Councils to give effect to the obligations and arrangements for the Specified Functions set out by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 ("the Directions") made by the Welsh Ministers in exercise of their powers under section 3A of the Adoption and Children Act 2002 and to document and regulate their respective rights and obligations to each other in that regard. The Agreement also provides a framework for the parties to give effect to the coordination of identified foster service functions across Wales.
- B The Councils have agreed to establish and to participate in a joint committee to facilitate the delivery of the Specified and Agreed Functions with a view to their economical, efficient and effective discharge.
- C This Agreement sets out the arrangements in relation to the manner in which the Councils will work together and use the Joint Committee to deliver the Specified and Agreed Functions.
- D The Councils have agreed that the Director of Operations shall be responsible for the day to day management of the delivery of the Specified and Agreed Functions.
- E The Councils have entered into this Agreement in reliance on the powers of Welsh local authorities under:
  - (i) sections 101, 102, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;
  - (ii) the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;
  - (iii) the incidental powers in section 111 of the Local Government Act 1972, and

- (iv) all other powers them so enabling.
- F The Councils have each taken decisions compliant with the requirements of their respective constitutions to participate in the Joint Committee and enter into this Agreement.
- G The Parties to the Agreement have agreed to comply with the requirements of this Agreement to enable the Director of Operations to fulfil their legal obligations.

#### IT IS AGREED AS FOLLOWS:

##### 1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this Agreement:

Term here	Definition here
<b>“Agreed Functions”</b>	the functions relating to fostering to be discharged by the Joint Committee pursuant to this Agreement being set out at Schedule 5 and any other functions which from time to time the Councils arrange for the Joint Committee or one or other of the Councils to discharge pursuant to the Powers
<b>“Assets”</b>	any tangible assets or property acquired, leased, licensed, loaned or purchased as required by the Host Council or another Council for the administration of this Agreement;
<b>“Business Day”</b>	any day other than a Saturday or Sunday or a public or bank holiday in Wales;
<b>Combined Governance Board</b>	the group established in accordance with clause 4 to comply with the requirements of the Directions;
<b>“Commencement Date”</b>	the date of this Agreement or such later date as the Councils, by resolution of each them, agree;
<b>“Conflict of Interest Protocol”</b>	The protocol agreed by the Combined Governance Board as required by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions

**“Constitution of the Joint Committee”**

2015 for identifying and avoiding conflicts of interests;

the constitution set out at Schedule 1 to this Agreement;

**“Council”**

each of Blaenau Gwent County Borough Council, Bridgend County Borough Council, Caerphilly County Borough Council, the County Council of the City and County of Cardiff, Carmarthenshire County Council, Ceredigion County Council, Conwy County Borough Council, Denbighshire County Council, Flintshire County Council, Gwynedd Council, Isle of Anglesey County Council, Merthyr Tydfil County Borough Council, Monmouthshire County Council, Neath Port Talbot County Borough Council, Newport City Council, Pembrokeshire County Council, Powys County Council, Rhondda Cynon Taf County Borough Council, City and County of Swansea Council, Torfaen County Borough Council, Vale of Glamorgan Council, Wrexham County Borough Council and “Councils” shall be construed accordingly;

**Data Protection Legislation**

all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

**“Director of Operations”**

the person employed by the Host Council in compliance with the Directions with day to day responsibility for leadership, coordination of the service as a whole as well as delivery of national functions

<b>“Directions”</b>	The Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015;
<b>“Exempt Information”</b>	Any information or class of information relating to this Agreement which may fall within an exemption to disclosure under FOI Legislation;
<b>“Financial Memorandum”</b>	the approach to financial and accounting matters agreed by the Councils as set out at Schedule 4 to this Agreement;
<b>“FOI Legislation”</b>	the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004;
<b>Foster Wales</b>	The collaborative endeavour agreed by local government to deliver and improve certain fostering functions through national and regional leadership and enabling.
<b>“Governance Board”</b>	the board which the Councils are required by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 to establish to provide national oversight of regional collaboration on adoption services;. Since 2019 this function is managed through the Combined Governance Board
<b>“Host” and “Host Council”</b>	the Council appointed as Host Council in accordance with clause 7 of this Agreement;
<b>“IP Material”</b>	the Intellectual Property in the Material;
<b>“Information Request</b>	a request for information under FOI Legislation;



<b>“Intellectual Property Rights”</b>	patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
<b>“Joint Committee”</b>	a committee of elected members from the Councils which will be responsible for ensuring and overseeing the delivery of the Specified and Agreed Functions in Accordance with the Directions and with a view to securing their more economical, efficient and effective discharge;
<b>“Material”</b>	all data, text, graphics, images and other materials or documents created, used or supplied by a Council in connection with this Agreement unless before the first use or supply the Council notifies the other Councils that the data or text supplied is not to be covered by this definition;
<b>“National Adoption Service”</b>	The adoption services and functions delivered collectively by the Joint Committee, the Regional Collaboratives, the Councils and partners;
<b>“Personal Data”</b>	Personal data as defined in the Data Protection Legislation;
<b>“Powers”</b>	The powers of Welsh local authorities under:

sections 101, 102, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;

the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;

the incidental powers in section 111 of the Local Government Act 1972,

the powers in section 1 of the Local Authorities (Goods and Services) Act 1970 and section 25 of the Local Government (Wales) Act 1994 to provide services;

all other powers them so enabling;

**“Proportionate Basis”**

in accordance with the relevant proportion for each Council by reference to their respective percentage contribution as set out in the Financial Memorandum

**“Regional Collaboratives”**

the groupings of the Councils as set out in Schedule to the Directions for the purpose of collaboration on adoption services;

**“Secondment Agreement”**

an agreement made between the Councils for the secondment of staff from one Council to the Host Council or another Council relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;

**“Section 151 Officer”**

the officer designated by a local authority as the person responsible for the proper administration of its financial affairs as required by section 151 of the Local Government Act 1972;

**“Hosting Agreement”**

an agreement made between the Councils pursuant to this Agreement relating to arrangements for the provision of specified support by the Host Council to assist the Joint Committee to discharge the Specified and Agreed Functions delegated to it pursuant to this Agreement;

**“Services”**

the Services to be provided on behalf of the Councils pursuant to the discharge of the Specified and Agreed Functions being set out at Schedule 5

**“Specified Functions”**

the functions relating to adoption to be discharged by the Joint Committee pursuant to this Agreement being set out at Schedule 5 and any other functions which from time to time the Councils arrange for the Joint Committee or one or other of the Councils to discharge pursuant to the Powers;

**“Staff Transfer Agreement”**

an agreement made between the Councils for the transfer of staff from one Council to the Host Council or another Council relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;

- 1.2 References to any statute or statutory provision shall, unless the context otherwise requires, be construed in accordance with the Interpretation Act 1978.
- 1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.5 A reference in this Agreement to any clause, paragraph or schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or schedule to this Agreement.
- 1.6 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.

- 1.7 Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as “*eiusdem generis*” shall not apply.
- 1.8 The schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and references to this Agreement includes the Schedules.
- 1.9 References to “the parties” shall be to the parties to this Agreement.

## **2. Aims of Joint Discharge of Functions**

- 2.1 The aims of the joint discharge of the Specified Functions relating to adoption services under the provisions of this Agreement are:
- (a) The consistent delivery of high quality adoption services throughout Wales.
  - (b) Keeping delay to a minimum in the placement of children for adoption.
  - (c) Ensuring the widest choice possible of placements for adoption of children.
  - (d) Ensuring that high quality and timely training and assessment for prospective adopters is consistently available.
  - (e) Improving the process of matching children with prospective adopters.
  - (f) The streamlining of adoption processes and improved liaison between social workers involved in adoption cases.
  - (g) Keeping adoption breakdown to a minimum by the provision of adoption support services according to assessed need.
  - (h) Collaborative working between local authorities, registered adoption societies, NHS local health boards and NHS Trusts and education services.
- 2.2 The aims of the joint discharge of the Agreed Functions relating to fostering are:
- (a) To support the strategic oversight of Foster Wales.
  - (b) To consider the implications at local and regional level arising from the transition to Foster Wales.
  - (c) To consider the development needs of services at local, regional, and national level.
  - (d) To seek and support solutions to overcome barriers and challenges.
  - (e) To continue to develop and maintain collaboration across local authority fostering.

- (f) To consider reports presented, agree actions, make decisions, and monitor progress.
- (g) To consider performance reports and monitor KPIs as identified and agreed.
- (h) To make recommendations for future areas of work programme development.

2.3 The Director of Operations and a central team of staff to support the Director of Operations are employed by the Host Council to fulfil a range of functions related to leadership, management and oversight of the National Adoption Service. The functions of the Director of Operations and central team include:

- (a) Providing leadership to set the direction for the National Adoption Service including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
- (b) Reviewing progress including analysis of performance data and service information from the regions and Registered Adoption Agencies (otherwise known as Voluntary Adoption Agencies (VAA's)'s.
- (c) Providing annual and mid-year reports each year for agreement by the Combined Governance Board, endorsed by the Joint Committee and submission to Welsh Ministers as well as to WLGA and the Association of Directors of Social Services Cymru where required.
- (d) Providing specific functions nationally to support and enable National Adoption Service operations (currently as below).
- (e) Establishing and maintaining a website for the National Adoption Service for Wales.
- (f) Management of the Adoption Register for Wales (under contract from Welsh Government).
- (g) Commissioning and contracting national contracts to support service delivery functions and support.
- (h) Maintaining arrangements for service user engagement across Wales.
- (i) Leadership, matrix management oversight, advice and support to regions and VAA's.
- (j) Promotion of best practice and a culture of continuous improvement throughout the National Adoption Service.
- (j) Securing appropriate resourcing through new / additional finance or reprofiling of existing as well as managing the central team allocation, grants and investment.
- (k) Strategic commissioning as necessary for the discharge of functions.

- (l) Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board.
  - (m) Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
  - (n) Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
  - (o) Strategic support and enabling functions, as agreed, for the National Fostering Framework / Foster Wales.
- 2.4 In addition Schedule 7 sets out a Scheme of Functions delegated to the Director of Operations to facilitate the achievement of the objectives of this Agreement.

### **3. Establishment of a Joint Committee**

- 3.1 In exercise of their powers under sections 101(5) and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000 and all other enabling powers the Councils hereby create a joint committee to be known as the National Adoption Joint Committee with effect from the Commencement Date.
- 3.2 The Joint Committee shall take decisions relating to the use of the National Adoption Service budget which shall be provided as a topslice from the Revenue Support Grant via the Welsh Local Government Association for the discharge of the Specified Functions, a similar topslice from the Revenue Support Grant via the Welsh Local Government Association for the discharge of the Agreed Functions, to meet the costs of the Host Council and the Joint Committee relating to this Agreement and shall have regard to reports and advice from the Combined Governance Board, Lead Heads of Children's Service's Meeting and Director of Operations.
- 3.3 The Joint Committee shall ensure the Scheme of Delegation set out in Schedule 7 is kept under review in accordance with paragraphs 5.2 and 5.3 of Schedule 7.
- 3.4 The Joint Committee shall operate and conduct its business in accordance with the terms of this Agreement including the Constitution set out at Schedule 1.
- 3.5 The Joint Committee shall review the terms of reference of the Joint Committee towards the end of each council term and shall make recommendations to the Councils and the WLGA for their consideration as to any amendments that the Joint Committee are required to discharge the Specified and Agreed Functions in accordance with the Directions.
- 3.6 This Agreement is without prejudice to each Council's other powers and responsibilities for its area.

#### **4. Establishment of Combined Governance Board and other advisory groups**

- 4.1 The Councils have established the Combined Governance Board. The Combined Governance Board shall act as an advisory group to the Joint Committee and shall discharge the role of the Governance Board and Advisory Group which the Councils are required by the Directions to establish for the purpose of providing national oversight of regional collaboration arrangements over adoption services.
- 4.2 The terms of reference of the Combined Governance Board shall be as set out in Schedule 2.
- 4.3 In respect of fostering services, the Councils have established the Lead Head of Children's Services Group as an advisory group to the Joint Committee. The Lead Head of Children's Services Group shall advise the Joint Committee on issues relating to Foster Wales. The terms of reference for the Lead Head of Children's Services Group shall be as set out in Schedule 6.
- 4.4 The Joint Committee may establish other advisory groups to advise the Joint Committee.

#### **5. Arrangements for the Discharge of Functions**

- 5.1 The Councils agree to use their Powers to enter into these arrangements under which the Joint Committee shall discharge on their behalf the Specified and Agreed Functions.
- 5.2 The Joint Committee shall discharge the Specified and Agreed Functions through the Host Council which shall, subject to and within the limitations and constraints of the resources allocated and paid to it pursuant to this Agreement, deliver the Services to support the delivery of the Specified and Agreed Functions. The Councils agree and acknowledge that the responsibility for discharging the Specified and Agreed Functions will none the less remain with the Joint Committee and notes the limitation of the Host Council's liability in that regard.
- 5.3 The Joint Committee may agree to bring additional functions and services within the scope of this Agreement but the Joint Committee may not agree to do so unless it has first received approval from all the Councils to discharge the additional functions and deliver the additional services. The provisions of this Agreement shall apply to any such additional functions and services.
- 5.4 The Councils here by agree the Financial Memorandum. The Councils shall have the discretion to agree variations to the Financial Memorandum at any time without varying the rest of this Agreement. For the avoidance of any doubt variation of the Financial Memorandum is subject to unanimous agreement of the Councils and is not a matter for decision by the Joint Committee.

Each of the Councils shall contribute to the costs of the discharge of the Specified and Agreed Functions pursuant to this Agreement in accordance with the terms of the body of this Agreement and the Financial Memorandum. Subject to the overarching terms set out in this Agreement, particulars of the arrangement may be further detailed, (including for

example the mechanics of payment), in any Hosting Agreement, Secondment Agreement or Staff Transfer Agreement that may be entered into by the Councils.

- 5.5 The Councils intend to enter into a Hosting Agreement with the County Council of the City and County of Cardiff for the delivery of services (subject to all Councils being satisfied as to the terms and conditions proposed) pursuant to the discharge of the Specified and Agreed Functions. The Councils may enter into further Hosting Agreements to record the detailed requirements of further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.
- 5.6 The Councils may also enter into a Secondment Agreement to record the arrangements for the secondment of staff for further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.
- 5.7 The Councils may also agree to enter into a Staff Transfer Agreement to record the arrangements for the transfer of staff for further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.

## **6. Governance**

- 6.1 The Councils each undertake to ensure that they make any changes to their own constitutions as are necessary to facilitate the operation of this Agreement. Each Council shall notify the other Councils and WLGA in writing within twenty-eight days of the date of this agreement either that it has made (or is in the process of making) the necessary changes to its constitution or that no changes are considered necessary.

## **7. Appointment of Host Council**

- 7.1 Subject to the provisions of clauses 7.2 and 7.3 the Councils agree that the Council of the City and County of Cardiff should be the Host Council for the purposes of this Agreement.
- 7.2 The Council of the City and County of Cardiff and any other Council which is appointed as Host Council may terminate its appointment as Host Council by giving not less than twelve months' written notice or such other period of notice as is agreed by all the Councils to the other Councils of its intention to terminate its appointment. Such twelve months' written notice shall end at the end of a financial year.
- 7.3 The Joint Committee may terminate the appointment of City and County of Cardiff Council or any other Council as the Host Council by giving at not less than twelve months' written notice or such other period of notice as is agreed by all the Councils to the Host Council of the Joint Committee's intention to terminate the appointment of the Host Council. Such twelve months' written notice shall end at the end of a financial year.
- 7.4 If the appointment of a Council as the Host Council is terminated in accordance with clause 7.2 or clause 7.3 the Joint Committee may appoint one of the Councils as Host Council such appointment to be effective from the



commencement of the financial year following the expiry of notice of termination under clause 7.2 or 7.3.

- 7.5 If the appointment of a Council as the Host Council is terminated in accordance with clause 7.2 or clause 7.3 any outstanding payment due to that Council from the Joint Committee for costs incurred in the role of the Host Council and any costs it incurs upon or as a consequence of Termination shall be paid in accordance with the terms of this Agreement, including the Financial Memorandum.
- 7.6 Any dispute over the appointment or the termination of the appointment of a Council as the Host Council shall be dealt with in accordance with the dispute resolution procedure in clause 23 of this Agreement.

## **8. Responsibilities of the Host Council**

- 8.1 (i) Subject to and within the limitations of the funding allocated and received by the Host Council, the Host Council shall provide Assets, staff and other resources as are necessary to discharge the Specified and Agreed Functions pursuant to this Agreement.
- (ii) Subject to the overarching terms and principles set out in in this Agreement, in particular clause 13, the detailed provisions as to the payment of the costs of the Host Council in providing such Assets, staff and other resources shall be in accordance with a Hosting Agreement between the Councils, and the Host Council and shall be facilitated by the Welsh Local Government Association. Any such Hosting Agreement must be in a form to the satisfaction of the Host Council.
- 8.2 The Host Council shall employ the Director of Operations and the staff required for undertaking the national functions.
- 8.3 The Host Council has agreed and arranged for the Director of Operations to have the day-to-day responsibility for the management and delivery of the Services.
- 8.4 In carrying out its role the Host Council shall have regard to :
- (a) all applicable Laws and Regulations.
  - (b) best practice.
  - (c) the aims, principles and objectives of this Agreement and any applicable policies agreed by the Councils.
  - (d) any relevant guidance issued or specified by the Care and Social Services Inspectorate Wales and any other relevant regulator.
  - (e) the Councils duties under the Welsh Language (Wales) Measure 2011.

And shall facilitate the proper discharge of the Specified and Agreed Functions of the Councils and discretionary provision of in-scope elements of the Services.

8.4.2 The Host Council shall ensure that its health and safety policy statements together with related policies and procedures are made available to the Joint Committee on request.

8.4.3 The Host Council shall comply with any investigation by any statutory ombudsman or tribunal relating to the discharge of the Specified or Agreed Functions.

## **9. Expenses of Joint Committee Members**

9.1 Each Council shall be responsible for meeting any expenses to which any Joint Committee Member or officer appointed by it as its representative is entitled as a result of their attendance at duly authorised meetings.

## **10. Monitoring Officer**

10.1 The Councils agree that at the date of the Agreement the Monitoring Officer of Cardiff Council shall act as Monitoring Officer for the Joint Committee. The appointment of Cardiff Council's Monitoring Officer as Monitoring Officer to the Joint Committee shall cease at the earlier of (i) such date as Cardiff Council ceases to act as Host Council or (ii) the Councils unanimously decide to appoint the Monitoring Officer of a different Council as Monitoring Officer to the Joint Committee pursuant to clause 10.2.

10.2 The Councils may decide that the Monitoring Officer of a different Council shall be designated as Monitoring Officer for the Joint Committee. This shall require a unanimous decision from the Councils. Following such a decision the Host Council shall notify the officer who is currently acting as Monitoring Officer and the officer who has been designated as Monitoring Officer for the future.

10.3 The Councils acknowledge and agree that the Monitoring Officer will need to be provided with such resources as the Monitoring Officer considers sufficient to allow her to perform her duties and that this will be a cost of the Joint Committee.

10.4 For such time as the Host Council and the Monitoring Officer to the Joint Committee is being performed by the same Council then the Monitoring Officer's cost will be added to the Host Council's costs and the provisions of clause 13 of this Agreement shall apply.

## **11. Reviews**

11.1 The Joint Committee shall review the discharge of the Specified and Agreed Functions at least annually alongside the Combined Governance Board reviewing service progress and performance quarterly and reporting to the Joint Committee on the results of its review.

11.2 The Director of Operations shall submit a quarterly report to the Combined Governance Board and an annual report to the Joint Committee, setting out details of:

(a) The performance of the Specified and Agreed Functions.

- (b) Income and expenditure and compliance with the Financial Memorandum.
- 11.3 The Councils and the Regional Collaboratives shall carry out a review of their discharge of the regional Specified Functions for adoption and provide the following to the Director of Operations
  - (a) An annual work programme by 31 March each year
  - (b) Quarterly performance reporting
  - (c) An annual report by 31 May each containing the items detailed in the Directions.
- 11.4 The Director of Operations will use this information as the basis for reporting to the Joint Committee for adoption services.

## **12. Audit**

- 12.1 The discharge of the Specified and Agreed Functions on behalf of the Councils and the finances relating to the discharge of the Specified or Agreed Functions shall be subject to an annual external audit by the central team of the National Adoption Service which shall be commissioned by the Host Council in accordance with the Host Council's audit processes.

## **13. Costs of Discharge of Functions**

- 13.1 The Host Council agrees that any of the Services it provides for the discharge of the Specified and Agreed Functions shall be on a cost recovery basis. For the avoidance of any doubt such costs shall be deemed to include all costs incurred howsoever arising, including, without limitation to the generality of the foregoing;
  - (i) costs of any additional employees required in order to carry out the Host Council role/provide capacity to carry out such role and all associated recruitment costs,
  - (ii) all employee related costs including on costs, pension strain, termination costs and any employee related claims,
  - (iii) fees and charges incurred (including external fees or charges for any third party services, goods or works procured) and
  - (iv) expenses, legal costs, claims, damages, insurance premiums and the like that the Host Council reasonably incurs in carrying out its role.
- 13.2 The Councils shall each year apply the central National Adoption Services budget to fund the payment of the costs of the Host Council. Any shortfall in such funding shall be paid by the Councils within 30 days of demand by the Host Council and as follows. Each Council's contribution shall be calculated by reference to their respective percentage contribution as set out in the Financial Memorandum.
- 13.3 To aid transparency and accountability the Host Council shall:
  - (i) Provide the Joint committee, at its first meeting, with a report outlining its estimated costs for acting as Host Council for the financial year 2022/2023. For the avoidance of any doubt the estimated costs submitted will be for

noting purposes only and the Council's will be obliged to meet the Hosts Council's actual costs as set out in this Agreement.

(iii) For each subsequent financial year ('Subsequent Financial Year') the Host Council shall, prior to the Subsequent Financial Year in question, present to the Joint committee a report as to its estimate costs for acting as Host Council for the Subsequent Financial Year.

(iii) If, in any year, the Joint Committee does not find acceptable the estimated costs for the Subsequent Financial year then the Joint Committee may terminate the appointment of the then Host Council and the provision of clause 7.3 shall be deemed to apply save that the termination date of the appointment of the then Host Council shall be the 31<sup>st</sup> March, in the financial year proceeding the Subsequent Financial Year or such latter date as all the Councils may agree.

(iv) As part of its financial reporting to the Joint Committee the Host Council shall from time to time present to the Joint Committee reports of the actual costs incurred in carrying out the Host Council role.

- 13.4 The Host Council in determining the level of resources it requires to carry out its role under the Agreement shall (i) act responsibly and prudently (ii) use its reasonable endeavours to put in place and maintain in place sufficient assets staff and other resource to undertake its role and (iii) wherever reasonably practicable report to the Joint Committee and/or Director of Operations for information if in any financial year its costs are likely to materially exceed the estimated costs that have previously been submitted to the Joint Committee.

#### **14. Costs of the Joint Committee**

14. The Councils shall apply the central National Adoption Services budget to fund any costs of the Joint Committee, including the Host Councils costs. Any shortfall in such funding shall be paid by the Councils. Each Council's contribution shall be calculated by reference to their respective percentage contribution as set out in the Financial Memorandum. The Welsh Local Government Association shall be responsible for the administration of the payment of costs involved in the administration of the Joint Committee.

#### **15. Liabilities Under This Agreement**

- 15.1 The Host Council shall indemnify and keep indemnified each of the other Councils to this Agreement against any losses, claims, expenses, actions, demands, costs and liability suffered by that Council to the extent arising from any wilful default or wilful breach by the Host Council of its obligations under this Agreement or its statutory duties (and "wilful" in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of the Host Council or matters arising from any negligent act or omission in relation to such obligations).
- 15.2 No claim shall be made against the Host Council by the other Councils or any of them to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Host Council of its obligations under this Agreement unless and to the extent such loss or damage arises from a wilful default or wilful breach by the Host Council under clause 15.1.

- 15.3 Each of the other Councils (acting severally) shall indemnify and keep indemnified the Host Council against all losses, claims, expenses, actions, demands, costs and liabilities which the Host Council may incur by reason of or arising out of the carrying out by the Host Council of its obligations under this Agreement for that Council or arising from any wilful default or wilful breach by a Council of its obligations under this Agreement (and wilful in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of that Council or matters arising from any negligent act or omission in relation to such obligations) unless and to the extent that the same result from any wilful breach by the Host Council of any such obligations.
- 15.4 The amount to be paid to the Host Council by any of the other Councils under clause 15.3 shall be borne by each of the Councils to the extent of its responsibility, however in the event that the responsibility is a shared one between the Councils (so that it is not reasonably practicable to ascertain the exact responsibility between the Councils) then the amount to be paid shall be divided between the Councils on a Proportionate Basis.
- 15.5 In the event of a claim under this clause 15 in which it is not reasonably practicable to determine the extent of responsibility as between the Councils then the amount shall be divided amongst the Councils on a Proportionate Basis.
- 15.6 A Council which receives a claim for losses, expenses, actions, demands, costs and liabilities related to the discharge of the Specified and Agreed Functions shall notify and provide details of such claim as soon as is reasonably practicable to the other Councils.
- 15.7 Failure to give notice in accordance with clause 15.6 shall not relieve a party of its obligations to indemnify another under this clause 15.
- 15.8 Each Council shall not be obliged to indemnify the other Councils to the extent that the insurances maintained by the other Councils at the relevant time provide an indemnity against the loss giving rise to a claim and to the extent that another Council recovers under a policy of insurance save that the Council responsible for liabilities suffered by another Council shall be responsible for (i) the deductible under any such policy of insurance (ii) any amount over the maximum amount insured under such policy of insurance and (iii) any resultant increase in future year premiums (for a maximum of 10 years) incurred by the Council who claims on its insurance.
- 15.9 The indemnities given under this Agreement are in addition to any Hosting Agreement between the Host Council and any of the other Councils.
- 16. Duration of this Agreement**
- 16.1 This Agreement shall come into force on the Commencement Date and shall continue from year to year or until terminated in accordance with the provisions of this Agreement.

**17. Variation of This Agreement**

- 17.1 Any of the Councils may request a variation to this Agreement by making such a written request to the officer acting as Monitoring Officer to the Joint Committee.
- 17.2 The officer acting as Monitoring Officer to the Joint Committee shall circulate the request to each of the Councils within ten Business Days of receipt of the request for consideration and approval by the Councils.
- 17.3 If each of the Councils approve such variation, then the officer acting as Monitoring Officer to the Joint Committee shall arrange for the preparation of an appropriate Deed of Variation to this Agreement to be prepared for execution by the Councils and such change shall only take effect upon completion of that Deed and the costs associated with the preparation of such Deed of Variation shall be shared equally between the Councils. Such Deed of Variation may be executed in parts by each Council that is then a party to this Agreement.
- 17.4 If one of the Councils does not approve such variation, then the variation to this Agreement shall not occur.

**18. Withdrawal from the Joint Committee on Notice**

- 18.1 Any Council may withdraw from the Joint Committee in accordance with the following procedure:
- 18.2 Any Council which wishes to withdraw from the Joint Committee shall give not less than twelve months' written notice terminating at the end of a financial year to the other Councils and the officer acting as Monitoring Officer to the Joint Committee shall consult the other Councils giving due consideration to:
- (a) Any loss of funding arising from such withdrawal and including any non-payment, clawback or repayment of such funding;
  - (b) Any other loss, liability, damage, claim or expense,
- which would be incurred by the Councils upon which notice has been served by reason of such withdrawal from the Joint Committee.
- 18.3 Any Council wishing to withdraw from the Joint Committee undertakes as a condition of such withdrawal to make, prior to withdrawal such reasonable payment or payments which fairly reflect the actual losses caused by or anticipated as a result of the withdrawal as shall be determined by the other Councils pursuant to clauses above and no notice under this clause 18 shall take effect unless and until such payment has been agreed or referred to the Dispute Resolution procedure under Clause 22.
- 18.4 Subject to the provisions of clause 15 or unless agreed otherwise by the parties, each Council reserves the right to recover from any party to this Agreement the costs of any claims, costs, expenses, losses or liabilities of

any nature or which have been caused by any act or omission of that party and which are discovered after the party's withdrawal from this Agreement.

- 18.5 Any Council that withdraws from the Joint Committee shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions. Any Council that withdraws from the Joint Committee shall include in its notice to the other Councils confirmation that it shall comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions

**19. Termination of this Agreement for Cause**

- 19.1 Without prejudice to any other rights or remedies, this Agreement may be terminated in relation to any other Council ("Defaulter") by the other Councils ("Non-Defaulting Councils") acting unanimously in giving sixty-five Business Days written notice to the Defaulter where the Defaulter materially breaches any of the provisions of this Agreement or in the case of a breach capable of remedy fails to remedy the same within thirty Business Days (or such other period as agreed by the Non-Defaulting Councils) of being notified of each breach in writing by the Non-Defaulting Councils and being required to remedy the same.

- 19.2 If this Agreement is terminated each Council shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions.

**20. Termination of the Agreement by Agreement**

- 20.1 The Councils agree that this Agreement may be determined upon terms agreed by all the Councils.

- 20.2 Upon termination of this Agreement the parties agree that the Joint Committee shall cease to exist and any arrangement for the discharge of

Specified and Agreed Functions which has been made pursuant to this Agreement shall cease on the expiry of the notice period specified in the relevant Hosting Agreement and the Specified and Agreed Functions shall be returned to the Councils which were responsible for them prior to this Agreement.

- 20.3 If this Agreement is terminated each Council shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions.

**21. Termination – Consequential Matters**

- 21.1 In the event of termination of this Agreement under Clause 20 as the case may be, any party shall supply to any other party when requested any information which the other party requires for the continuing discharge of the Specified and Agreed Functions; and

- 21.2 Any Intellectual Property Rights created under this Agreement shall be owned by the then parties in equal proportions; and

- 21.3 Each of the parties shall undertake to make such reasonable payment or payments which fairly reflect the obligations of that Council pursuant to this Agreement.
- 21.4 In the event of termination of this Agreement all Assets held by any of the Councils for the purposes of this Agreement shall be dealt with in accordance with the Financial Memorandum.
- 21.5 The Host Council shall: -  
21.5.1 be reimbursed by the Councils for all costs it incurs upon or as a consequence of Termination with each Council's contribution to such costs being calculated by reference to their respective percentage contribution as set out in the Financial Memorandum and  
21.5.2. transfer any relevant information it holds to the Council to which the relevant information relates.
- 21.6 It shall be the duty of the Councils to try to minimise any losses arising from the termination of this Agreement.
- 21.7 Each Council is responsible for its own compliance with the Directions and any other relevant law that applies to the Specified and Agreed Functions and shall take any action necessary to ensure that it is able to comply with its legal obligations following termination of this Agreement.

## **22. Dispute Resolution**

- 22.1 The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks in the context of this joint working arrangement to identify a solution at the lowest operational level that is appropriate to the subject of the dispute, and which avoids legal proceedings and maintains a strong working relationship between the parties.
- 22.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause 22.
- 22.3 All disputes, claims or differences between the Councils arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination, (a "Dispute") shall be referred to the Director of Operations who shall produce and implement a plan for resolving the dispute.
- 22.4 If the plan of the Director of Operations does not resolve the dispute it may at the written request of any Council involved in the dispute, be referred by each Council to its chief executive.
- 22.5 If the Councils' chief executives do not agree a resolution of the Dispute within one month of the date of service of any such request, the Councils may agree a process to attempt to settle the Dispute by mediation or arbitration.



## **23. Notices**

### **Form of Notice**

- 23.1 1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to or sent by pre-paid first class post to the recipient at the address stated in Schedule 3 (or such other address as may be notified in writing from time to time) or sent by facsimile transmission to the recipient to the facsimile number stated in Schedule 3 or sent electronically to the e-mail address stated in Schedule 3.

### **Service**

- 23.2 Any such demand, notice or communication shall be deemed to have been duly served:

- (a) If delivered by hand, when left at the proper address for service.
- (b) If given or made by pre-paid first-class post two Business Days after being posted;
- (c) If sent by facsimile at the time of transmission provided that a confirmatory copy is on the same day that the facsimile is transmitted sent by pre-paid first class post in the manner provided for in clause 23.1 Provided That in each case that if the time of such deemed service is either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 10.00am on the next following Business Day; or
- (d) If sent by e-mail, when it has been sent to the e-mail address stated in Schedule 4 and receipt of such e-mail has been acknowledged.

## **24. Information and Confidentiality**

- 24.1 Without prejudice to clauses 25 and 26 the parties shall keep confidential all matters relating to this Agreement or the Intellectual Property Rights of the parties and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to the Agreement or Intellectual Property Rights of the parties.

- 24.2 Clause 24.1 shall not apply to:

- (a) Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement.
- (b) Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause.
- (c) Any disclosure which is required by any law (including any order or a court of competent jurisdiction) any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law.

- (d) Any disclosure of information which is already lawfully in the possession of the disclosing party prior to its disclosure by the disclosing party.
- (e) Any disclosure which is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies.
- (f) Any disclosure which is necessary to be disclosed to provide relevant information to any insurance broker in connection with obtaining any insurance required by this Agreement.
- (g) Any disclosure by a party to a department, office or agency of the Government.
- (h) Any disclosure for the purpose of the examination and certification of a party's accounts.

Where disclosure is permitted under clauses 24.2(a), 24.2(f), 24.2(g), or 24.2(h) the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.

## **25. Data Protection**

25.1 In relation to the subject matter of this agreement each party undertakes at all times to comply with the Data Protection Legislation. This clause 25 is in addition to and does not relieve remove or replace a party's obligations under the Data Protection Legislation.

25.2 Each Council:

- (a) Shall process Personal Data belonging to any other Council only on the instructions of that Council (subject to compliance with applicable law);
- (b) Shall only undertake processing of Personal Data reasonably required in connection with this Agreement.
- (c) Shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss destruction or damage and the nature of the data to be protected having regard to the state of technological development and the cost of implementing any measures (those measures may include where appropriate pseudonymising and encrypting Personal Data ensuring confidentiality integrity availability and resilience of its systems and services ensuring (subject to the terms of any third party arrangements that may be in place) that availability of and access to Personal Data can be restored in a timely manner after an incident and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (d) Shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.

- (e) Shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the other Councils has been obtained and the following conditions are fulfilled.
  - (i) The Council transferring the Personal Data has provided appropriate safeguards in relation to the transfer.
  - (ii) The data subject has enforceable rights and effective legal remedies.
  - (iii) The Council transferring the Personal Data complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred
- (f) Shall assist the other Councils in responding to any request from a data subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security breach notifications impact assessments and consultations with supervisory bodies.
- (g) Shall use its reasonable endeavours to procure that all relevant subcontractors and third parties comply with this clause 25.

25.3 The Councils shall not disclose Personal Data to any third parties other than:

- (a) To employees and sub-contractors and third parties to whom such disclosure is reasonably necessary in order for the Councils to discharge the Councils' obligations in relation to this Agreement; or
- (b) To the extent required under a court order or to comply with any applicable laws

provided that any disclosure to any sub-contractor or any third parties under clause 25.3 shall be made subject to written terms substantially the same as, and no less stringent than, the terms contained in this clause 25 and that the Councils shall give notice in writing to all other Councils of any disclosure of Personal Data belonging to them which they or a sub-contractor or third parties are required to make under clause 25 immediately they are aware of such a requirement.

25.4 Any Council may, at reasonable intervals, request a written description of the technical and organisational methods employed by any other Council and the relevant sub-contractors. Within five Business Days of such a request, the Council requested to do so shall supply written particulars of all such measures as it is maintaining detailed to a reasonable level such that the requesting Council can determine whether or not, in connection with the Personal Data, it is compliant with the Data Protection Legislation. Each Council shall use its reasonable endeavours to ensure that the sub-contractors and any third parties also comply with such request from any other Council.

25.5 All Councils shall ensure that any Personal Data they obtain and provide to any other Council has been lawfully obtained and complies with the Data Protection Legislation and that the use thereof in accordance with this Agreement shall not breach any of the provisions of the Data Protection Legislation.

- 25.6 Each Council shall provide the other Councils as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Councils may reasonably request in writing and the party asked to provide the relevant data may reasonably be able to provide in order for the other Council to comply with its obligations under this clause and the Data Protection Legislation.
- 25.7 Each Council shall take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data.
- 25.8 The Councils shall continually review any existing information sharing protocols being used in relation to this Agreement to ensure they remain relevant and to identify which Personal Data needs to be processed and on what basis to ensure compliance with this clause 25.
- 25.9 Each Council shall maintain complete and accurate records to demonstrate its compliance with this clause 25.

**26. Freedom of Information**

- 26.1 The parties recognise that the Councils are public authorities as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.
- 26.2 The Councils shall assist each other in complying with their obligations under FOI Legislation, including but not limited to assistance without charge in gathering information to respond to an Information Request.
- 26.3 Any Council shall be entitled to disclose any information relating to this Agreement and the Specified and Agreed Functions in response to an Information Request save that in respect of any Information Request which is in whole or part a request for Exempt Information.
- 26.4 The Council which receives the Information Request shall circulate the Information Request and shall discuss it with the other Councils and the Director of Operations.
- 26.5 The Council which receives the Information Request shall in good faith consider any representations raised by other Councils when deciding whether to disclose Exempt Information and
- 26.6 The Council which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the Council or Councils to which it relates.
- 26.7 The parties to this Agreement acknowledge and agree that any decision made by a Council which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI Legislation is solely the decision of that Council. A Council will not be liable to any party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

## **27. Intellectual Property**

- 27.1 Each Council will retain all Intellectual Property in its Material.
- 27.2 Each Council will grant all of the other Councils a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the discharge of the Councils' obligations in relation to this Agreement whether or not the Council granting the licence remains a party to this Agreement.
- 27.3 Without prejudice to clause 27.1, if more than one Council owns or has a legal or beneficial right or interest in any aspect of the IP Material for any reason (including without limitation that no one Council can demonstrate that it independently supplied or created the relevant IP Material without the help of one or more of the other Councils), each of the Councils who contributed to the relevant IP Material will grant to all other Councils to this Agreement a nonexclusive, perpetual, non-transferable and royalty free licence to use and exploit such IP Material as if all the other Councils were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.
- 27.4 Any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement shall have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.
- 27.5 Each Council warrants that it has or will have the necessary rights to grant the licences set out in clause 27.2 and 27.3 in respect of the IP Material to be licensed.
- 27.6 Each Council agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Councils (and at the expense of the Council or Councils making the request) to give full effect to the terms of this Agreement.

## **28. Language**

- 28.1 The Joint Committee shall arrange for the Specified and Agreed Functions to be discharged in such a way that each of the Councils comply with their duties under the Welsh Language (Wales) Measure 2011

## **29. Severability**

- 29.1 If at any time any clause or part of a clause or schedule or appendix or part of a schedule or appendix to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:
- (a) That shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.
  - (b) The parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is

consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction.

**30. Relationship of Parties**

- 30.1 Each of the parties is an independent organisation and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of partnership or principal/agent or of employer/employee. No party shall have any right or authority to act on behalf of another party nor to bind another party by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

**31. Third Party Rights**

- 31.1 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**32. Entire Agreement**

- 32.1 This Agreement and all documents referred to in this Agreement set forth the entire agreement between the parties with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties. Each party acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of this Agreement, provided that this shall not exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

**33. Law of Agreement or Jurisdiction**

- 33.1 This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

**34. Discretion of the Councils**

- 34.1 The discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement.

THE COMMON SEAL OF  
Blaenau Gwent County Borough Council  
was affixed in the presence of



Authorised Signatory

*Junyer Evans.*  
*Interim Director Social Services*  
*Blaenau Gwent.*

THE COMMON SEAL OF  
Bridgend County Borough Council  
was affixed in the presence of

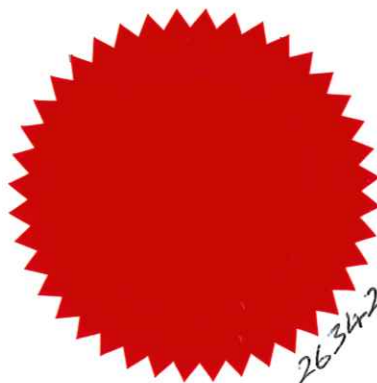


Authorised Signatory *K. Watser*



THE COMMON SEAL OF  
Caerphilly County Borough Council  
was affixed in the presence of

  
Authorised Signatory



THE COMMON SEAL OF

The County Council of the City and County of Cardiff

was affixed in the presence of

DocuSigned by:  
*Sian Humphries*  
794B9B5AE7F342E...

57753

Authorised Signatory



Sealed By: Cardiff Council  
Sealed Time: 17/4/2024 | 13:28 BST

THE COMMON SEAL OF  
Carmarthenshire County Council  
was affixed in the presence of

*Linda Rees-Jones*

Authorised Signatory




THE COMMON SEAL OF  
Ceredigion County Council  
was affixed in the presence of

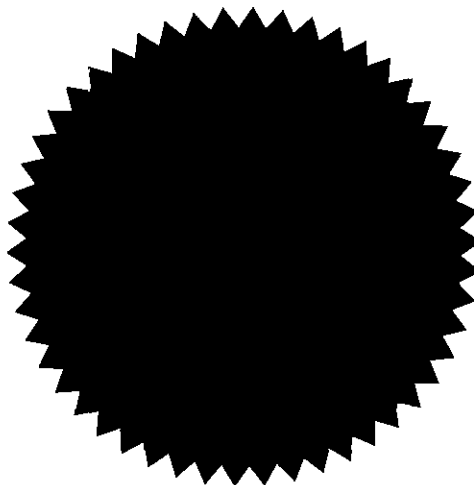
*S. Elin Pryor*  
Authorised Signatory



THE COMMON SEAL OF  
Conwy County Borough Council  
was affixed in the presence of



Authorised Signatory



188052

THE COMMON SEAL OF  
Denbighshire County Council  
was affixed in the presence of

*Clare*

Authorised Signatory



THE COMMON SEAL OF


Flintshire County Council

was affixed in the presence of



CHIEF OFFICER (GOVERNANCE)  
Authorised Signatory

CHAIR



THE COMMON SEAL OF

Cyngor Gwynedd

was affixed in the presence of

*N. Sunday*

Authorised Signatory



43,020

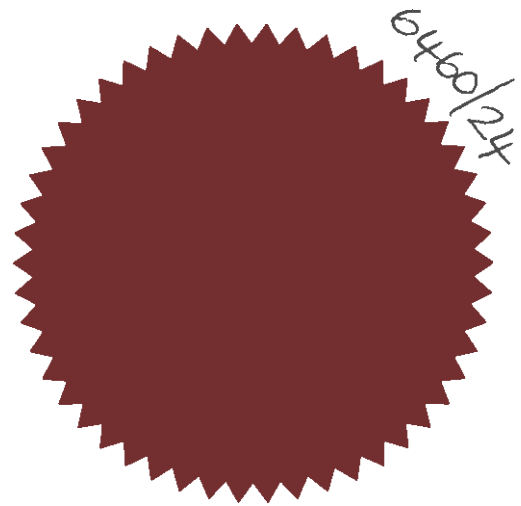


THE COMMON SEAL OF  
Isle of Anglesey County Council  
was affixed in the presence of

  
Authorised Signatory



THE COMMON SEAL OF  
Merthyr Tydfil County Borough Council  
was affixed in the presence of



Authorised Signatory  
ELLIS COOPER  
CHIEF EXECUTIVE

THE COMMON SEAL OF  
Monmouthshire County Council  
was affixed in the presence of

*M. Benall*  
Authorised Signatory



23/24

THE COMMON SEAL OF  
Neath Port Talbot County Borough Council  
was affixed in the presence of

Authorised Signatory



17998

THE COMMON SEAL OF

Newport City Council

was affixed in the presence of

Angharad Bayley  
18th June 2024

Authorised Signatory

Interim Assistant Head  
of Legal Services



THE COMMON SEAL OF  
Pembrokeshire County Council  
was affixed in the presence of

Authorised Signatory



THE COMMON SEAL OF

Powys County Council

was affixed in the presence of

*RSMe*

Authorised Signatory

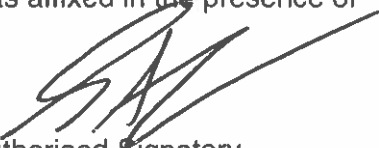
*Rachel Sarah Mole*

*Principal Solicitor Planning*

*Prif Gyfreithiwr Cynllunio*



THE COMMON SEAL OF  
Rhondda Cynon Taf County Borough Council  
was affixed in the presence of

  
Authorised Signatory

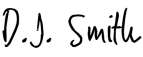


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Cynllun Dirprwyd/ Scher... ..	
DYDDIAD/ DATE	HJW
GWYBODAETH GEN/ CERTIFICD	

18290/1



THE COMMON SEAL OF  
The Council of the City and County of Swansea  
was affixed in the presence of

DocuSigned by:  
  
D568877EA85A47D...  
Authorised Signatory  
D.J. Smith

DocuSigned by:



115,444

THE COMMON SEAL OF  
Torfaen County Borough Council  
was affixed in the presence of

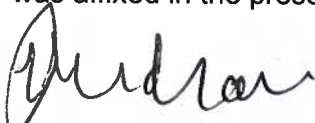
*D. N. Harris*

Authorised Signatory



22370.


THE COMMON SEAL OF  
Vale of Glamorgan Council  
was affixed in the presence of

  
Authorised Signatory



18792

THE COMMON SEAL OF  
Wrexham County Borough Council  
was affixed in the presence of

  
Authorised Signatory



SIGNED BY

Duly authorised for and on behalf of Welsh Local  
Government Association  
in the presence of

## **Schedule 1 Constitution of the Joint Committee**

- 1 All 22 Councils shall appoint one representative as voting members of the Joint Committee.
- 2 The Joint Committee shall appoint one of its voting members as chair and one of its voting members as vice chair.
- 3 Unless they have already been appointed by their Council as its representative the Councils shall appoint the following persons (subject to the agreement of such persons) as non-voting members of the Joint Committee:
  - 3.1 A WLGA spokesperson for health and social services.
  - 3.2 A WLGA deputy spokesperson for health and social services.
  - 3.3 The executive leader or a deputy in respect of one of those roles of the Host Council.
  - 3.4 The Co-chairs of the Combined Governance Board.
- 4 The relevant Councils may nominate one or more substitute members from, subject to notification being given to the officer acting as Monitoring Officer to the Joint Committee before the start of the meeting. The member appointed as a substitute shall have full voting rights where the member for whom they are substituting does not attend.
- 5 Each voting member of the Joint Committee shall comply with the Code of Conduct of their Council when acting as a Member of the Joint Committee.
- 6 The Host Council or, as the case may be the relevant councils may remove any voting member or substitute voting members of the Joint Committee and appoint a different representative of the Host Council or, as the case may be, the same council as the member or substitute being replaced by giving written notice to the officer who is acting as Monitoring Officer to the Joint Committee.
- 7 Each voting member of the Joint Committee shall have one vote.
- 8 Each member of the Joint Committee shall serve upon the Joint Committee for as long as he or she is appointed to the Joint Committee by the relevant Councils, but a member shall cease to be a member of the Joint Committee if he or she ceases to be a member of the Council of which he or she was a member when he or she was appointed to the Joint Committee or if the Councils remove him or her as a member of the Joint Committee.
- 9 Any casual vacancies howsoever arising shall be filled by the Councils by notice in writing sent to the officer who is acting as Monitoring Officer to the Joint Committee.
- 10 Unless otherwise agreed by the Councils, meetings of the Joint Committee shall be held at the offices of the WLGA, Host Council or virtually.
- 11 The Joint Committee shall meet at least once annually.

- 12 The officer who is acting as Monitoring Officer to the Joint Committee shall call additional meetings at the direction of the chair by providing at least three clear days' notice to members of the Joint Committee, unless the meeting is called at shorter notice. The officer who is acting as Monitoring Officer to the Joint Committee must call a meeting of the Joint Committee if all the voting members of the Joint Committee request it or the Head of Paid Service of each Council requests it.
- 13 Meetings shall be notified to members of the Joint Committee by the officer who is acting as Monitoring Officer to the Joint Committee.
- 14 The officer who is acting as Monitoring Officer to the Joint Committee shall send electronically to all members and relevant officers of each Council the agenda for each meeting of the Joint Committee no later than three clear days before the date of the relevant meeting unless the meeting is convened at shorter notice
- 15 The officer who is acting as Monitoring Officer to the Joint Committee shall arrange for written minutes to be taken of each meeting of the Joint Committee and shall present them to the Joint Committee at its next meeting for approval as a correct record. The Officer who is acting as Monitoring Officer to the Joint Committee shall circulate the minutes to the Councils prior to the next meeting of the Joint Committee. If the Joint Committee confirms that the minutes contain an accurate record of the previous meeting, those minutes shall be signed by the chair or vice-Chair.
- 16 A meeting of the Joint Committee shall require a quorum of 60% of the voting members. If there is a quorum of members present but neither the chair nor the vice-chair is present, the members present shall designate one member to preside as chair for that meeting.
- 17 Subject to the provisions of any enactment all questions coming or arising before the Joint Committee shall be decided by a majority of the members of the Joint Committee immediately present and voting thereon. In the case of an equality of votes the chair shall have a casting vote. Subject to paragraph 18 below all voting shall be by a show of hands.
- 18 Any member of the Joint Committee may request the Joint Committee to record the votes of individual members of the Joint Committee on a matter for decision.
- 19 The order of business shall be indicated in the agenda for the meeting.
- 20 Any member of the Councils who is not a member of the Joint Committee is entitled to attend the Joint Committee but he or she shall not be entitled to vote, shall not take part in the consideration or discussion of any business, save by leave of the chair and comments will be recorded only on the direction of the chair.
- 21 A meeting of a principal council shall be open to the public except to the extent that they are excluded (whether during the whole or part of the proceedings).The public may be excluded from a meeting of the Joint Committee during an item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings that if members of the public were present during that item, confidential information

as defined in section 100A(3) of the Local Government Act 1972 or exempt information as defined in section 100I of the Local Government Act 1972 would be disclosed to them. In view of the sensitivity of the matters for which the Joint Committee is responsible it is to be expected that most business to be transacted at meetings of the Joint Committee will include confidential or exempt information but the Joint Committee will consider this in respect of every item of business to be considered at a meeting of the Joint Committee.

- 22 Unless members of the public are excluded from a meeting of the Joint Committee in accordance with paragraph 21 above meetings of the Joint Committee will be open to the public.
- 23 Members of the public wishing to address the Joint Committee (or a subcommittee of the Joint Committee) on reports contained within the agenda for the meeting may at the discretion of the Chair be given the opportunity to do so.
- 24 Each Council may call in any decision of the Joint Committee in accordance with the overview and scrutiny provisions of that Council's constitution. If any decision of the Joint Committee is subject to call in by a Council, the Joint Committee shall take no action to implement that decision unless the call in process upholds the decision.
25. The Joint Committee may delegate a function to an officer. At the commencement of this agreement, the Joint Committee has delegated functions to the Director of Operations as outlined in Schedule 5



## **Schedule 2 Terms of Reference of the NAS Combined Governance Board**

### **Functions and responsibilities of the Combined Governance Board**

- 1 The Combined Governance Board shall have the following responsibilities:
  - 1.1 To provide political and professional leadership and advice to inform the overall strategic direction of the National Adoption Service in Wales.
  - 1.2 To hold the Regional Collaboratives (and their staff), the Director of Operations and central team, the VAA's and other services accountable for the delivery and performance of their services within the National Adoption Service arrangements.
  - 1.3 To approve for submission to the Joint Committee as prepared by the Director of Operations / central team.
    - An annual programme of work for the National Adoption Service.
    - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Services and the Welsh Government.
    - The budget and financial management arrangements of services and the office of the Director of Operations.
  - 1.4 To monitor and have oversight of:
    - The performance of the National Adoption Service to ensure its successful delivery and improvements in the adoption process to lead to positive outcomes for children and adults affected by adoption.
    - The quality of engagement with the Voluntary Adoption Agencies (VAAs) and service user representatives at central and regional levels.
    - Compliance with The Directions
    - Compliance with the Conflict-of-Interest Protocol
  - 1.5 To consider and make recommendations for the future direction of the National Adoption Service using:
    - Information and data, including from the National Performance System in relation to the services as a whole, each Regional Collaborative, the VAA's and other services.
    - Professional and best practice advice from the sector.
    - The views of children, young people and adults who use services.
    - ○ Other evidence including reports from the Director of Operations.

- 1.6 To ensure arrangements are in place for the flow of information, including receipt of minutes and papers, between the Combined Governance Board and:
  - The Joint Committee.
  - Regional Management Committees.
  - Local government members and officers across Wales.
  - Equivalent bodies in VAA's and other services.
- 1.7 To encourage and enable the statutory and voluntary sectors to work in partnership to deliver the best outcomes for children and adults affected by adoption.
- 1.8 To ensure that the views of all stakeholders, including those who use adoption services, are represented effectively both at national and regional levels.
- 1.9 To ensure the National Adoption Service is working within Welsh Government guidance and strategies for children particularly looked after and adopted children.
- 1.10 To ensure that due consideration is given to the need for Welsh Language services in planning and delivery of adoption services throughout Wales.
- 1.11 To support the delivery of adoption services through the National Adoption Service arrangements to ensure it reflects the best possible practice and is based on a culture of continuous improvement.
- 1.12 To notify Joint Committee and Welsh Ministers of any issues regarding the National Adoption Service which it considers need to be drawn to their attention.
- 2 Membership of the Combined Governance Board will comprise of:
  - WLGA Spokesperson for Health and Social Services or their representative.
  - WLGA Deputy Spokesperson for Health and Social Services
  - Independent Chair of the National Adoption Service Advisory Group (Chair of the Advisory Group and Co-Chair of the Combined Governance Board Meeting).
  - Leader (or nominated executive representative) of Host Council.
  - Elected member representative for each of the 5 Regional Adoption Collaboratives (from which the Vice Chair will be drawn).
  - Director / Head of Service from each of the Regional Collaboratives.
  - Senior officer representative of the Host Council.
  - Representative of the 5 VAAs in Wales.

- Officer representative from the WLGA.
  - Representative from the Association of Directors for Social Services Cymru (ADSSC).
  - Representative of Association of Directors of Education in Wales (ADEW).
  - A Designated doctor for Safeguarding/Looked After Children.
  - A current RAC Adoption Panel Medical Advisor.
  - Child and Adolescent Mental Health Services (CAMHS) representative.
  - Representative of a Social Research Centre (currently Cardiff University, CASCADE).
  - Representative of Children's Commissioner for Wales.
  - Representative of CAFCASS Cymru
  - Citizen or service user.
  - Legal services representative from the Host Council.
  - Director of Operations, National Adoption Service and secretariat.
- 3      The Joint Committee may invite other persons to attend meetings of the Combined Governance Board as observers.
- 4      The terms of reference of the Combined Governance Board shall be reviewed by the Joint Committee at least once a year which may make amendments to the terms of reference.

### Schedule 3 Notice Provisions

Welsh Local Government Association  
One Canal Parade,  
Dumballs Road  
CARDIFF  
CF10 5BF

Blaenau Gwent County Borough Council  
Municipal Offices  
Civic Centre  
Ebbw Vale  
NP23 6XB

Bridgend County Borough Council  
Civic Offices  
Angel Street  
Bridgend  
CF31 4WB

Caerphilly County Borough Council  
Ty Penalta  
Tredomen Park  
Ystrad Mynach Hengoed  
CF82 7PG

The County Council of the City and County of Cardiff  
County Hall  
Cardiff  
CF10 4UW

Carmarthenshire County Council  
County Hall  
Carmarthen  
Carmarthenshire  
SA31 1JP

Ceredigion County Council  
Neuadd Cyngor  
Ceredigion  
Penmorfa  
Aberaeron  
Ceredigion  
SA46 OPA

Conwy County Borough Council  
Bodlondeb  
Bangor Road  
Conwy  
LL32 8DU

Denbighshire County Council  
County Hall  
Wynnstay Road  
Ruthin  
LL15 1YN

Flintshire County Council  
County Hall  
Mold  
CH7 6NB

Gwynedd Council  
Council Offices  
Shirehall Street  
Caernarfon  
LL55 1SH

Isle of Anglesey County Council  
Council Offices  
Llangefni  
LL77 7TW

Merthyr Tydfil County Borough Council  
Civic Centre  
Merthyr Tydfil  
CF47 8AN

Monmouthshire County Council  
PO Box 106  
Caldicot  
NP26 9AN

Neath Port Talbot County Borough Council  
Port Talbot Civic Centre  
Port Talbot  
SA13 1PJ

Newport City Council  
Civic Centre  
Godfrey Road  
Newport  
NP20 4UR

Pembrokeshire County Council  
County Hall  
Haverfordwest  
Pembrokeshire  
SA61 1TP

Powys County Council  
Powys County Hall  
Spa Road East  
Llandrindod Wells  
Powys  
LD1 5LG

Rhondda Cynon Taf County Borough Council  
The Pavilions  
Cambrian Park  
Clydach Vale  
Tonypandy  
CF40 2XX

The Council of the City and County of Swansea  
Civic Centre  
Oystermouth Road  
Swansea  
SA1 3SN

Torfaen County Borough Council  
Civic Centre  
Pontypool  
Torfaen  
NP4 6YB

Vale of Glamorgan Council  
Civic Offices  
Holton Road  
Barry  
Vale of Glamorgan  
CF63 4RU

Wrexham County Borough Council  
The Guildhall  
Wrexham  
LL11 1AY

[The Councils to provide details of fax numbers and e-mail addresses.]

## **Schedule 4 Financial Memorandum**

- 1 The core budget for the office of the Director of Operations and national functions of the National Adoption Service is provided by a 'top slice' of the Revenue Support Grant and made available to the NAS via the Welsh Local Government Association. This arrangement was agreed by the Co-ordinating Committee of the WLGA in March 2014 as part of its agreement to the proposals to establish NAS.
- 2 The Councils shall ensure that:
  - 2.1 The Joint Committee, the Combined Governance Board and the Director of Operations make appropriate use of the National Adoption Services budget to perform their functions and to facilitate achievement of the aims in clause 2 of this Agreement.
  - 2.2 There are adequate financial and accounting procedures for the purposes of this Agreement.
- 3 The Host Council will provide the financial administrative accounting system and appropriate associated support for the discharge of the Specified and Agreed Functions on behalf of the Councils. Subject to the statutory role of each Council's Section 151 Officer in relation to their Council, the Host Council shall provide for the purposes of this Agreement the services of its Section 151 Officer to the Joint Committee.
- 4 The Director of Operations shall submit annual monitoring and accounting reports to the Joint Committee which shall include explanations for any variances against the profiled budget.
- 5 The Joint Committee shall review the expenditure and forecast to ensure that the allocated budget is being correctly adhered to.
- 6 The Joint Committee shall be presented with a report on the proposed use of the budget for the discharge of the Specified and Agreed Functions for approval on behalf of the Councils for the following financial year.
- 7 The Host Council shall apply its Financial Regulations and Contract Procedure Rules to the discharge of the Specified and Agreed Functions on behalf of the Councils pursuant to this Agreement.
- 8 Proportionate Basis for costs and liabilities of the Councils arising under the Agreement:

The Proportionate Basis for which each Council shall be liable for costs arising under the Agreement (to the extent that the same exceed the 'top slice' of the Revenue Support Grant made available to the Joint Committee) shall be calculated by reference to the proportion that the population of each Council's area makes of the total population of Wales. Any indemnity to be funded by all Councils shall be calculated on the same basis.

## **Schedule 5 Specified and Agreed Functions and Services**

### **1 Service Vision**

- 1.1 The Councils wish to use the joint discharge of the Specified Functions to improve the performance of the Councils and partners in meeting the needs of those children who require permanence through adoption by bringing together the best practice from each authority and partner into an integrated adoption service and similarly for an agreed range of fostering functions.
- 1.2 The Councils agree that the joint discharge of the Specified and Agreed Functions should be underpinned by the guiding principles that looked after children and prospective adopters alike are advantaged by the joint discharge of functions and that the joint discharge of functions is demonstrably more efficient and flexible in delivering the Services.

### **2 Aims, Principles and Objectives of the joint discharge of the Specified Functions for adoption services**

- 2.1 Enabling the Councils to comply with their obligations under the Directions.
- 2.2 Delivering a comprehensive adoption service at a national level.
- 2.3 Exercising oversight of Councils' compliance with legislation, regulations, minimum standards, local procedures and the performance management framework set by the Welsh Government and accountable to the Senedd / Welsh Parliament in line with the Directions.
- 2.4 Ensuring that services are carried out in a timely and efficient way and based upon the assessed needs of those persons requiring the service.
- 2.5 Ensuring that persons seeking approval as adoptive parents are welcomed without prejudice and delay and that their applications are considered on their individual merit.
- 2.6 Developing a recruitment strategy which ensures a range of adoptive placements are available nationally or through external agencies to ensure timely placements for all children where the placement plan is adoption.
- 2.7 Providing a child focused placement service to ensure that children are appropriately matched with adopters who can meet their needs throughout their childhood.
- 2.8 Providing a range of pre and post adoption support and intermediary services in conjunction with statutory and voluntary sector providers.
- 2.9 Establishing effective working links with key stakeholders.



- 2.10 Maintaining effective working links with local authority children's services departments to ensure that agency functions in relation to children requiring adoptive placements are maintained.
- 2.11 Utilising and building upon examples of good practice and promote consistency, excellence and continuous improvement.
- 2.12 Complying with the requirements of external audit and inspection.
- 2.13 Ensuring that customer feedback and the views of service users are obtained and considered in the development of services.

### **3 Aims, Principles and Objectives of the joint discharge of the Agreed Functions for fostering services through Foster Wales**

- 3.1 National leadership to ensure consistency of approach on a regional and local authority basis
- 3.2 Commission / monitoring of the programme management contract with Association for fostering and adoption Cymru (AFA Cymru) / creation of a post for this function plus oversight / support of programme manager's work
- 3.3 Maintaining a performance framework and supporting performance reporting at national and regional level to inform improvement
- 3.4 Production of annual report and any other reporting required
- 3.5 Administration of agreed Foster Wales national Governance arrangements and support to Regional Development Manager meetings, practice forums and task & finish groups
- 3.6 Promotion of best practice and culture of continuous improvement currently as below:
  - Oversight and ongoing development of the Foster Wales brand
  - Production of national Policy and Procedures handbook incl. for recruitment ○ Core Offer of support ○ Fees and Allowances
  - Learning and Development framework
- 3.7 Commissioning and contract monitoring of contracts required for FW work – incl. website, brand repository, national marketing manager, launch & campaigns.
- 3.8 Administration of FW finance and grants and accountancy support. Securing resourcing through new / additional finance where possible.

### **4 The Specified and Agreed Functions**

- 4.1 The Specified and Agreed Functions are:

The functions of the Director of Operations and central team including the following:

- Providing leadership to set the direction for NAS and Foster Wales including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
- Reviewing progress including analysis of performance data and service information from the regions and VAA's.
- Providing annual and mid-year reports each year for agreement by the Combined Governance Board, Joint Committee and submission to Welsh Ministers as well as to WLGA and ADSS-C where required.
  - Providing specific functions nationally to support and enable NAS operations (currently as below)
  - Establishing and maintaining a website for the National Adoption Service for Wales
  - Management of the Adoption Register for Wales (under contract from Welsh Government)
  - Commissioning and contracting national contracts to support service delivery functions and support
  - Maintaining arrangements for service user engagement across Wales
  - Leadership, matrix management oversight, advice and support to regions and VAA's.
  - Promotion of best practice and a culture of continuous improvement throughout the NAS.
  - Securing appropriate resourcing through new / additional finance or reprofiling of existing as well as managing the central team allocation, grants and investment.
  - Strategic commissioning as necessary for the discharge of functions
  - Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board
  - Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.

- Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
- Providing specific functions nationally to support and enable Foster Wales operations (currently as below)
  - Establishing and maintaining a national website for Foster Wales
  - Commissioning and contracting national contracts to support service delivery functions and support
  - Leadership, matrix management oversight, advice and support to regions and LA's
  - Promotion of best practice and a culture of continuous improvement
  - Managing the central team allocation, grants and investment, enabling negotiations with funding bodies to secure ongoing resourcing.
  - Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Lead Heads of Children's Services Group
  - Promotion of Foster Wales, including national PR and marketing.
  - Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.

## 5 The Services

5.1 The services to be provided by the host local authority to facilitate the discharge of the Joint Committee's function shall be detailed in a separate agreement but will be provided subject to and on the overarching terms and conditions set out in this Agreement. Such Host services may include:

- (i) Office accommodation and allied facilities services
- (ii) Employment of staff, associated human resource functions and advising on workforce planning / issues
- (iii) Use of its IT systems and databases, including provision of a separate email domain/s and stand-alone websites as needed
- (iv) Finance / accounting services, supporting management of core budget and grant aid including facilitating the transfer of funds to

relevant local government or partners agencies of NAS and Foster Wales.

- (v) Information security advice and support, ensuring compliance with changing legislation
- (vi) Facilitation of procurement and contracting requirements to deliver functions
- (vii) Legal advice as required incl. for contracts.
- (viii) Engagement of Officers and Members in governance arrangements as required by the Directions

- 5.2 The Host Authority may make arrangements with third parties for the discharge of the Services and recharge such costs to the Joint Committee. The Host Authority shall first discuss such matters with the Director of Operations.

## **Schedule 6 Terms of Reference for the Lead Head of Children's Services Group**

### **1 Objectives and Scope**

- 1.1 The main objectives of this group are:
- (a) To support the strategic oversight of Foster Wales
  - (b) To consider the implications at local and regional level arising from the transition to Foster Wales
  - (c) To consider the development needs of services at local, regional, and national level
  - (d) To seek and support solutions to overcome barriers and challenges
  - (e) To continue to develop and maintain collaboration across local authority fostering
  - (f) To consider reports presented, agree actions, make decisions, and monitor progress
  - (g) To consider performance reports and monitor KPIs as identified and agreed
  - (h) To make recommendations for future areas of work programme development

### **2 Membership**

- 2.1 Core membership will include:
- (a) 6 x Regional designated Lead Head of Children's Services
  - (b) Director of the National Adoption Service
  - (c) 6 x Regional Development Managers
  - (d) A Director of Social Services
  - (e) Programme Manager
  - (f) An officer of the Welsh Local Government Association
- 2.2 Arrangements will be put in place to ensure good links between this meeting and members including briefing the WLGA spokesperson for health and Social Care or their nominated Deputy with responsibility for children's services.

### **3 Frequency of meetings**

- 3.1 Meetings will be held at an agreed frequency no less than quarterly (currently monthly), dates and times will be scheduled and provided with advanced notice.

#### **4 Accountability and communication**

- 4.1 The group is accountable to the Joint Committee, which holds responsibility for overall oversight of the National Adoption Service and Foster Wales.
- 4.2 Regional representatives are responsible for ensuring that effective communication channels are in place. This should include mechanisms for the sharing of information, decisions, and outcomes from this group to relevant forums and individuals within their own region.

## **Schedule 7 Scheme of Functions Delegated to the Director of Operations**

### **Part One**

#### **SCHEME OVERVIEW**

##### **1. Purpose**

- 1.1. The National Adoption Service for Wales (NAS) operates in a multi-agency partnership context. This is a complex arrangement best described as a local government led collaborative with a range of different interfaces including the voluntary sector. In order that the NAS national / central team staff can carry out its functions effectively under the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015, it is essential that employees at all levels of the organisation are clear that they have the delegated authority to make decisions. It is also important that employees are clear where they do not have the authority to make decisions.
- 1.2. The Scheme of Delegation is the framework creating the authority to make a decision or discharge a function. Delegation also means that those to whom responsibility has been given are prepared to be accountable for the decisions they have been asked to make and the functions they discharge. Effective and transparent decision making also requires that those making a decision must be confident about the scope of their authority.
- 1.3. The aim of the Scheme of Delegation is to set out who has the authority to make decisions within the national / central team of the National Adoption Service for Wales. It is a companion document to the National Adoption Service in Wales Partnership Agreement and the Agreement for the Establishment of a Joint Committee for the National Adoption Service.
- 1.4. This Scheme of Delegation sets out who can carry out the functions. It does not explain how they are to be carried out. The NAS has adopted the procedures of the Host Council (Cardiff Council) which set out the rules for this. The Host Council is also the employer of NAS staff. As a result, NAS Officers must be familiar with the Host Council's:
  - Financial Procedure Rules (Part 4.6 of the Constitution)
  - Contract Standing Orders and any Procurement guidelines issued by the Host Council
  - Human Resources guidance and procedures
- 1.5. All powers within the Scheme of Delegation are to be exercised within approved budgets and all staffing and recruitment delegations take effect subject to approved HR guidelines.
- 1.6. At the commencement of this Agreement the full arrangements for Foster Wales are being developed but it is anticipated that its relationship to the Joint Committee will be the same as for NAS albeit that governance is managed through the Lead Heads of Children's Services (LHOCS) meeting and that delegated authority will operate in the same way. The Terms of Reference of the Lead Heads of Children's Services meeting are in Schedule 6 of this Joint Committee Agreement.

##### **2. Arrangement of the Scheme of Delegation**

- 2.1. The Scheme of Delegation is arranged in three parts.
  - a) Scheme Overview
  - b) The Joint Committee and Combined Governance Board
  - c) The Director of Operations

### **3. The Joint Committee, Combined Governance Board and Regional Collaboratives**

- 3.1. The complex nature of the arrangements has a number of key bodies either delivering the Adoption Services or setting overall strategy. They interact in a way that influences the approach to delegation.
- 3.2. The Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers with reference to the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be underpinned by a legal agreement (Joint Committee Agreement) and be comprised of Council Members. Its role will be to oversee the work of NAS and Foster Wales and specifically approve / receive the below:
  - The Annual Reports of NAS and of Foster Wales;
  - The annual programmes of work for the NAS and for Foster Wales;
  - The budget/s for the office of the Director and the national work of NAS and for Foster Wales; and
  - The agreement, and any changes required, for the Host Council support of the office of the Director to enable it to facilitate the work of NAS and FW.
- 3.3. For NAS (only) it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions (now Senedd Wales).
- 3.4. The Joint Committee has primary responsibility for the delegation framework as it may delegate a function to an officer.
- 3.5. The terms of reference for the Combined Governance Board are contained in schedule 2 of the Agreement for the Establishment of a Joint Committee for the National Adoption Services. The schedule indicates the Board must approve as prepared by the Director of Operations / central team the following:
  - An annual programme of work for the National Adoption Service.
  - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Service and the Welsh Government.
  - The budget and financial management arrangements of services and the office of the Director of Operations.
- 3.6. The terms of reference also hold the following accountable for the delivery and performance of their services within the NAS arrangements:
  - Regional Collaboratives (and their staff),
  - the Director of Operations and central team,
  - the Voluntary Adoption Agencies and other services
- 3.7. In order to support the work of the Combined Governance Board the Director of Operations will prepare the items listed in section 3.3 using the support of the Host Council where appropriate.
- 3.8. As the lead executive of the NAS, the Director of Operations has delegated authority from the Joint Committee to manage the organisation. The Director of Operations is also responsible for delegating other decision-making responsibilities to officers within NAS.



- 3.9. The Joint Committee delegates to the Combined Governance Board or Director of Operations all matters which it does not reserve to itself for decision.
- 3.10. The Director of Operations shall provide regular reports to the Combined Governance Board and Joint Committee on the discharge of the Specified Functions.
- 3.11. The delegation of functions and responsibilities both from the Joint Committee and the Director of Operations requires those using delegated authority to carry out those functions in a way that will not prevent the effective discharge of any functions or bring the NAS into disrepute or in any other way have an adverse effect on the NAS.
- 3.12. The scheme of delegation can be removed by the Joint Committee if it takes a formal decision to do so. In these circumstances the Joint Committee would assume those responsibilities that it had previously delegated or delegate these responsibilities to the Combined Governance Board. The Director of Operations can also remove delegations they have granted to their team and in doing so would assume the previously delegated responsibilities or transfer these to another member of their team.
- 3.13. Each region is made up of a number of specified local authorities. These are regional collaboratives overseen by Regional Management Boards. For the NAS to work effectively Partnership Agreement states there should be robust links between RMBs, the Combined Governance Board and the central team (led by the Director of Operations). The RMBs are required to produce an annual report submitted to the Director of Operations by 31<sup>st</sup> May each year. Other aspects of regional working include the Regional Joint Committees, Regional Operation Groups and a lead authority for each region.
- 3.14 There is no legislation underpinning Foster Wales. Existing regional meetings link to the national Lead Heads of Children's Services meeting which in turn reports to the Joint Committee.

#### **4. Principles of Delegation**

- 4.1. The scheme of delegation has a number of principles that underpin the approach adopted so that the transfer of responsibility for a task or function from the Joint Committee, Board Meeting or Director of Operations does not change the overall accountability.
  - The Joint Committee, Combined Governance Board LHOC's meeting and the Director of Operations remain accountable for all their functions, even those they have delegated. In order to be assured that the responsibilities that they have delegated are being discharged properly they require information about the exercise of those functions. Appropriate management oversight must be exercised to ensure there is sharing of delegated decisions.
  - In order to make sound decisions, the authority to take decisions must be supported by appropriate skills and knowledge. Those exercising delegated decision-making powers must be made aware of the decisions that have been delegated to them, the limits of their authority and have access to relevant advice if appropriate.
  - A record of delegated decisions will be kept and shared with the Joint Committee and the Combined Governance Board. The frequency of the information to be received will be determined by the Joint Committee and Board but should not be less than quarterly. Where a decision has been formally delegated to the Director of Operations by the Joint

Committee or the Combined Governance Board, the decision to delegate will be recorded in the Committee or Board minutes. The decision and its outcome will then be contained in a separate section within the Director of Operations' Quarterly Report to the following Combined Governance Board. An equivalent process will be developed for Foster Wales

- If the post holder for a delegated decision is absent the line manager will be expected to make the decision. Should the decision be urgent, and a matter delegated to the Director of Operations the Chair of the Combined Governance Board will be able to make the decision in consultation with the Board and, in the case of the absence of the Director of Operations, the relevant staff reporting to the Director of Operations.
- Where a delegated decision is viewed by the postholder as requiring further discussion due to the sensitivity of the issue they should consider approaching the Director of Operations for advice. In the case of the Director of Operations this would involve the Chair of the Joint Committee or the Combined Governance Board as appropriate.

## **5. Variation, ownership and review of the scheme**

- 5.1. The constitution of the Joint Committee includes authority to delegate a function to an officer (Schedule 1, paragraph 25). Variations to the Scheme of delegation will be approved by the Joint Committee and any deviation from it must be approved by the Joint Committee, with such deviations being reported to the next meeting.
- 5.2. For administrative purposes, the Director of Operations, on behalf of the Joint Committee, is the manager of the Scheme of Delegation and will keep the scheme under review in consultation with the Joint Committee Monitoring Officer who will be required to comment on the proposals. Any suggested amendments will be subject to consultation with the Combined Governance Board. Any proposed changes will be submitted to the Joint Committee unless authority to amend the scheme is delegated to the Combined Governance Board. If delegation occurs any changes to the Scheme of Delegation will be reported to the next Joint Committee.
- 5.3. However, the Scheme will be updated as often as is necessary to ensure it remains current, following review and consultation in accordance with paragraph 5.2.

## **Part Two**

### **The Joint Committee, the Combined Governance Board, Regional Collaboratives, Lead Heads of Children's Services meeting and Director of Operations**

#### **a. The Joint Committee**

1. The Agreement for the Establishment of a Joint Committee for the National Adoption Service indicates Welsh Councils have agreed to establish and participate in a joint committee to facilitate the delivery of the Specified and Agreed Functions with a view to their economical, efficient and effective discharge.
2. The Joint Committee is specifically responsible for:
  - a. The overall scheme of delegation.

- b. establishing and delivering the NAS and Foster Wales strategic aims and objectives consistent with its overall strategic direction and within the agreed Welsh Government policy.
- c. strategic direction and decisions as submitted by the Combined Governance Board and LHOC's meeting.
- d. ensuring that the responsible minister is kept informed of any changes which are likely to impact on NAS strategic direction or the delivery of the obligations set out in the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015.

**b. The Combined Governance Board**

- 3. The terms of reference of the Combined Governance Board (the Board) indicates the overall role is to provide strategic direction and decisions for submission to the Joint Committee to facilitate the delivery and improvement of adoption services on Wales through the National Adoption Service (NAS) arrangements.
- 4. The Board also holds the Regional Collaboratives and the Director of Operations and central team accountable for delivery and performance of their services within the NAS arrangements.
- 5. The Board is responsible for ensuring the Director of Operations has adequate resources to discharge the Specified Functions and deliver an effective NAS. In coming to a decision whether to recommend this to the Joint committee the Board will rely on the advice of the Director of Operations.

**c. Regional Collaboratives**

- 6. The Regional Collaboratives must provide an annual report to the Director of Operations by 31st May covering
  - a. The performance of the regional collaborative against the performance measures in the National Performance Management Framework
  - b. An analysis of the implementation of the annual work programme and plans to address any under-performance
  - c. Plans to develop the adoption service within the region in accordance with the national business priorities
  - d. Information regarding the resolution of complaints and determination of disputes at local and regional level and any impact on the provision of adoption services
- 7. The Scheme of Delegation recognises that the Director of Operations will need to act on behalf of the Combined Governance Board and the Joint Committee when working with the Regional Collaboratives.
- 8. The Scheme of Delegation recognises that the Director of Operations is not only a member of the Combined Governance Board but is also the principal professional advisor on delivery and improvement of adoption services in Wales through the National Adoption Service arrangements. This will include providing advice to the Joint Committee and Combined Governance Board on the Regional Collaborative arrangements including reporting on the position to the Board based on the reports that Regional Collaboratives must provide to the Director of Operations by 31<sup>st</sup> May of each year

**d. The Director of Operations**

- 7. The scheme of delegation will operate to enable the Director of Operations to carry out the following Specified and Agreed Functions:

- a. Providing leadership to set the direction for NAS including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
- b. Reviewing progress including analysis of performance data and service information from the regions and VAA's.
- c. Providing annual and mid-year reports each year for agreement by the Combined Governance Board, Joint Committee, and submission to Welsh Ministers as well as to WLGA and ADSS-C where required; and
- d. Providing specific functions nationally to support and enable NAS operations including those outlined in the table below.

**MATTERS DELEGATED BY THE JOINT COMMITTEE TO THE DIRECTOR OF OPERATIONS. *(The delivery of these delegated functions will be overseen on a day-to-day basis by the Combined Governance Board for NAS and the Lead Heads of Services meeting for Foster Wales)***

**Strategic Direction and Business Planning**

The Director of Operations is responsible for:

- Overseeing the development of the annual programme of work and budget for the National Adoption Service (incl. Foster Wales). This will include a medium term (3 year) financial plan accompanied by the assumptions on which longer term planning is based
- A half year and full year progress report for the Welsh Ministers and the Welsh Government with required oversight of the Combined Governance Board and the Joint Committee.

**Financial Management, Commissioning, Propriety and Value for Money** The Director of Operations is responsible for:

- Ensuring the NAS stays within its overall budget
- Ensuring the NAS operates within the financial regulations of the Host Council
- Signing agreements or other documents on behalf of the Joint Committee and/or the Combined Governance Board
- Securing appropriate resourcing through new/additional finance or reprofiling of existing as well as managing the central team allocation, grants and investment
- Ensuring the NAS complies with any requirements to publish information as required by legislation and the Welsh Government
- Approving the level of delegation for non-pay expenditure within the overall delegation scheme as approved by the Joint Committee and/or the Combined Governance Board
- Approving those posts as having the responsibility of Budget Holder
- Authorising contracts up to £1m, and in excess of £1m in conjunction with the Combined Governance Board
- Taking overall responsibility for the control of the NAS's fixed assets
- Ensures the Host Council's agreed systems of control are applied within the NAS to protect against fraud and losses including data losses
- Strategic Commissioning as necessary for the discharge of functions
- Ensuring all staff are aware that the NAS operates within the Host Council's:

<ul style="list-style-type: none"> <li>○ Financial Regulations and procedures.</li> <li>○ Contract Standing Orders and any Procurement guidelines issued by the Host; and</li> <li>○ Human Resources guidance and procedures</li> </ul>
<p><b>Risk Management and Assurance</b></p> <p>The Director of Operations is responsible for:</p> <ul style="list-style-type: none"> <li>• Ensuring the risks to the Annual Plan are identified, assessed, managed and escalated where necessary in accordance with the Host Council's risk management policy</li> <li>• Monitoring, controlling and assuring the Joint Committee and Combined Governance Board of the business and regulatory risks for which they are responsible</li> </ul>
<p><b>Information and Information Governance</b></p> <p>The Director of Operations is responsible for:</p> <ul style="list-style-type: none"> <li>• Understanding and addressing the risks to the information assets under their control or delegated to them by the Joint Committee and/or Combined Governance Board</li> <li>• Providing assurance to the Host Council's SIRO on the security and use of information assets</li> <li>• Ensuring data is managed in accordance with the requirements of the Data Protection Act 1998</li> <li>• Approving the release of information about the provision of National Adoption Services</li> <li>• Establishing and maintaining a website for the National Adoption Service for Wales</li> <li>• Promotion of adoption, including PR and marketing and the provision of the 'face and voice' of adoption in Wales</li> <li>• Management of the Adoption Register for Wales (under contract from the Welsh Government)</li> <li>• Maintaining arrangements for service user engagement across Wales</li> </ul>
<p><b>Dispute Resolution</b></p> <p>The Director of Operations is responsible for:</p> <ul style="list-style-type: none"> <li>• Producing and implementing a plan to resolve any dispute that arises in relation to any aspect of the Agreement for the Establishment of a Joint Committee for the National Adoption Service</li> </ul>
<p><b>Regional Arrangements and Regional Collaboratives</b></p> <ul style="list-style-type: none"> <li>• Advising the Joint Committee and/or the Combined Governance Board on the working arrangements for the Regional Collaboratives</li> <li>• Leadership, matrix management oversight, advice and support to regions and VAA's <ul style="list-style-type: none"> <li>• Maintaining arrangements for national governance and allied sub/task &amp; finish groups to engage stakeholders in carrying out the actions/work agreed by the Combined Governance Board</li> </ul> </li> </ul>



## **NATIONAL ADOPTION SERVICE AND FOSTER WALES JOINT COMMITTEE**

**WEDNESDAY, 24TH SEPTEMBER, 2025**

**Present:** Councillor Jane Tremlett (Carmarthenshire Council)  
(Chairperson),

Councillors Edmunds, E. Williams, King, D. Jones,  
Minett-Vokes, Chandler, Harris, Lacey, Davies,  
Gibbard, A. Williams, Walsh, C, Jones, Rees  
(substitute for Cllr Caple), Haines (substitute for  
Cllr Gebbie).

**Also present:** Cllr Healy, Pritchard

**Officers:** Leanne Weston,  
Nikki Kingham,  
Gary Jones

**Apologies:** Cllr Gebbie, Forehead, Lister, Augustine,  
Trenholme, Caple, Clark.

### **20 Apologies for Absence**

Cllr Jane Gebbie - Bridgend  
Cllr Elaine Forehead - Caerphilly  
Cllr Ash Lister – Cardiff  
Cllr Cathy Augustine – Conwy  
Cllr Menna Trenholme – Gwynedd  
Cllr Gareth Caple – RCT  
Cllr Richard Clark – Torfaen

### **21 Declarations of Interest**

There were none.

### **22 Minutes**

The minutes from the meeting on 29th November, 2024, were approved as a true and accurate record by Cllr Ian Chandler and seconded by Cllr Eddie Williams.  
Minutes were agreed.

### **23 National Adoption Service and Foster Wales Joint Committee Quoracy**

The Agenda Item allowed members to consider a report on behalf of the Director of Operations on the process to reduce the quoracy requirements of the Joint Committee, seeking the recommendation to proceed with a Deed of Variation, to the current Joint Committee agreement, to reduce the required quoracy level for committee meetings from 60% to 40%.

**Wednesday, 24th September, 2025**

The Chair welcomed Nikki Kingham (Head of Business and Enabling - National Adoption Service and Foster Wales), and she was invited to present the report, in which the background to the report was explained, as well as the reasons behind the recommendation to reduce the quoracy. It was also explained that should the recommendations be agreed, then the next steps would be for a Deed of Variation to amend the Joint Committee agreement for quoracy from 60% (14 elected members) to 40% (9 elected members) and include 3 of the 5 adoption regions, would be developed and sent to each of the 22 Local Authorities for consideration and approval in conjunction with their own arrangements.

Members commented that this change was needed, but also that the importance of these meetings should be considered and that reducing quoracy should not take away from this. Members commented that something does need to happen to make the committee a functioning one, and that ensuring that the reduced quoracy includes representation from 3 adoption regions was an important element of this. Suggestions were made that better diary marking and planning also needs to happen to ensure better attendance.

The Chair then explained that the Monitoring officer had advised that a formal vote would be needed to confirm the views of each Authority and that each Cllr would be contacted in turn in this meeting, in Council alphabetical order, and the vote noted by officers. If there is a tie, the Chair would have the casting vote. The Chair then handed over to officers to conduct the vote.

16 Cllrs voted and all votes were in favour of the recommendations.

**RESOLVED** – That the necessary amendments to the Joint Committee Agreement are made, via a Deed of Variation, which should be shared with each Local Authority for consideration and approval.

Date of next meeting is to be confirmed.

Meeting ended at 11.19am.

**Duration of the meeting:** 11.00 - 11.19 am

Chairman at the meeting on  
Wednesday, 24 September 2025



# Agenda Item 7

<b>Meeting of:</b>	<b>CABINET</b>
<b>Date of Meeting:</b>	<b>16 DECEMBER 2025</b>
<b>Report Title:</b>	<b>A REVIEW OF THE STATEMENT OF LICENSING POLICY</b>
<b>Report Owner: Responsible Chief Officer / Cabinet Member</b>	<b>CHIEF OFFICER – LEGAL AND REGULATORY SERVICES, HR AND ELECTORAL</b>  <b>CABINET MEMBER FOR FINANCE AND PERFORMANCE</b>
<b>Responsible Officer:</b>	<b>WILL LANE</b> <b>OPERATIONAL MANAGER SHARED REGULATORY SERVICES</b>
<b>Policy Framework and Procedure Rules:</b>	<b>The report content has no direct effect upon the policy framework and procedure rules.</b>
<b>Executive Summary:</b>	<p><b>The Council is the licensing authority responsible for the regulation of premises which offer alcohol, regulated entertainment and the provision of late-night refreshment.</b></p> <p><b>The licensing authority must publish a Statement of Licensing Policy setting out how it intends to approach the granting of licences.</b></p> <p><b>A review of the Policy has been conducted following a consultation and amendments have been made to the Policy.</b></p> <p><b>The Policy has been agreed by the Licensing Committee at their meeting of 30 September 2025. This report provides Cabinet with a proposed draft Statement of Licensing Policy for consideration before proceeding to Council for approval.</b></p>

## **1. Purpose of Report**

- 1.1 The purpose of this report is to provide Cabinet with a proposed draft Statement of Licensing Policy (SLP) at **Appendix A** for consideration and noting before proceeding to Council for approval.

## **2. Background**

- 2.1 Under section 5 of the Licensing Act 2003 each licensing authority must produce a Statement of Licensing Policy (SLP) with respect to the exercise of its licensing functions. This policy should outline the licensing authority's approach to licence applications and the processes used to address any issues associated with such applications.
- 2.2 The Statement of Licensing Policy (SLP) is required to be reviewed on a 5-year basis in consultation with:
- Chief Officer of Police for the area
  - Fire and Rescue Authority for the area
  - Local Health Board in Wales for an area any part of which is in the licensing authority's area
  - Persons/bodies representative of local premises licence holders
  - Persons/bodies representative of local club premises certificate holders
  - Persons/bodies representative of local personal licence holders
  - Persons/bodies representative of businesses and residents in its area
- 2.3 The Statement of Licensing Policy was last revised in 2019.
- 2.4 The Home Office Guidance, issued under Section 182 of the Licensing Act 2003, provides direction to local authorities on what should be contained within their Statement of Licensing Policy. The determination and publication of the Statement of Licensing Policy is a matter for the Authority and will require formal Council approval.

## **3. Current situation / proposal**

- 3.1 A review has been undertaken of the Statement of Licensing Policy and other than administrative amendments, the following changes have been made to the policy:
- Removal of Council's wellbeing objectives as this is separate from the Licensing Act 2003 and is detailed in the Corporate Plan.
  - Rewording of paragraph 8.2 which details the separation of regimes between Planning and Licensing.
  - Rewording of paragraph 8.3 which relates to the Licensing Authority's duties under the Equality Act 2010.
  - Clearer guidance in relation to Section 13 – Temporary Event Notices and the addition of Late Temporary Event Notices.
  - The addition of Section 14 – Large Scale Events which provides details about the Council's Events Liaison Panel.
  - Updated Cumulative Impact Assessment Summary
- 3.2 The draft Statement of Licensing Policy can be found in **Appendix A**.

- 3.3 A consultation was undertaken with those detailed in paragraph 2.2 on the draft Policy and two consultation responses were received. As a result, the following changes were made to the policy:
- The addition of measures relating to alcohol deliveries which applicants may wish to consider when drafting their operating schedules.
- 3.4 A summary of the comments received during the consultation exercise are detailed in **Appendix B** along with officers' comments.
- 3.5 At their meeting of 30 September 2025 the Licensing Committee resolved to approve the Statement of Licensing Policy and refer to Cabinet and Council for final approval.
- 4. Equality implications (including Socio-economic Duty and Welsh Language)**
- 4.1 An initial Equality Impact Assessment (EIA) screening has identified that there would be no negative impact on those with one or more of the protected characteristics, on socio-economic disadvantage or the use of the Welsh Language. It is therefore not necessary to carry out a full EIA on this policy or proposal.
- 5. Well-being of Future Generations implications and connection to Corporate Well-being Objectives**
- 5.1 The well-being goals identified in the Act were considered in the preparation of this report. It is considered that there will be no significant or unacceptable impacts upon the achievement of well-being goals/objectives as a result of this report.
- 6. Climate Change and Nature Implications**
- 6.1 There are no climate change or nature implications arising from this report.
- 7. Safeguarding and Corporate Parent Implications**
- 7.1 There are no safeguarding and corporate parent implications arising from this report.
- 8. Financial Implications**
- 8.1 There are no financial implications arising from the report.
- 9. Recommendations**
- 9.1 It is recommended that Cabinet notes the draft Statement of Licensing Policy and refers to Council for final approval.

#### **Background documents**

None.

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Cyngor Bwrdeistref Sirol



**Bridgend County Borough Council**

**Statement of Licensing Policy**

**Licensing Act 2003**

Kelly Watson  
Chief Officer – Legal, HR and Regulatory Services  
Bridgend County Borough Council  
Civic Offices, Angel Street  
Bridgend, CF31 4WB

**The approved policy document will be available in the Welsh Language, and in other formats on request, and at [www.bridgend.gov.uk](http://www.bridgend.gov.uk)**

**Date of Approval: To be confirmed**

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## **1. Introduction**

- 1.1 Bridgend County Borough Council is the local licensing authority with responsibility for licensed premises under the Licensing Act 2003. This Statement of Licensing Policy sets out the policies the licensing authority will apply when deciding licensing applications and reviews. This policy has been prepared in accordance with the Licensing Act 2003 having regard to the [Statutory Guidance](#) issued under section 182 of the Act.
- 1.2 This Statement of Licensing Policy will be kept under review and published in line with Section 5 of the Licensing Act 2003. Further consideration and review may be required in response to changes in demographics and operating models they may develop in response to increasing financial pressures on local government.
- 1.3 To avoid duplication and to ensure that information is up to date, applicants, residents and other persons, members of the public and responsible authorities will be directed to .Gov.uk for information on the licensing processes.

## **2. Profile of Bridgend County Borough**

- 2.1. The Council area contains a mix of urban and rural communities and has a population of approximately 145,500.

The main towns are Bridgend, Maesteg, Porthcawl and Pencoed.

- 2.2 This policy links to many of the corporate themes and strategies of the Council but the ultimate duty of the Council, as the licensing authority is to promote the following licensing objectives:
  - The Prevention of Crime and Disorder
  - Public Safety
  - The Prevention of Public Nuisance
  - The Protection of Children from Harm
- 2.3 To encourage more performances of live music, the Live Music Act 2012 amended the Licensing Act 2003 by deregulating aspects of the performance of live music so that in certain circumstances live music is not a licensable activity. However, event organisers and authorisation holders should visit [.Gov.uk](#) for further information before staging an event.
- 2.4 New businesses or businesses contemplating major refurbishments are also invited to discuss the proposals with the responsible authorities and other Council departments prior to applying.
- 2.5 Whenever possible, the Council will enter partnership arrangements, working closely with the South Wales Police, South Wales Fire and Rescue Service, local businesses, community representatives and local people in developing future Statements of Licensing of Policy and meeting the licensing objectives. The authority has adopted a Memorandum of Understanding and enforcement protocol

with partner responsible authorities. The licensing authority also holds responsible authority meetings to discuss best practice, share information and to promote the licensing objectives through a risk based and targeted approach to compliance. The group also supports measures to assist and work with the local licensed trade and key partner agencies. Copies of protocols can be accessed at [www.bridgend.gov.uk](http://www.bridgend.gov.uk)

- 2.6 Organisers of local community events must be aware that the licensing authority must have respect and regard for the concerns of residents, and organisers must be aware of their legal responsibilities with regard to health and safety, noise pollution, temporary structures, pyrotechnics etc., and the sale of alcohol. Organisers should contact the Council's Events Safety Advisory Group for advice on planning and running an event.

### **3. Scope and Limitation**

- 3.1 Bridgend County Borough Council ("the Council") is the licensing authority as defined in the Licensing Act 2003 ("the Act").

- 3.2 In discharging its functions under the Act, the Council must promote the following four licensing objectives:

- The Prevention of Crime and Disorder
- Public Safety
- The Prevention of Public Nuisance
- The Protection of Children from Harm

Each objective is of equal importance.

- 3.3 The scope of the Statement of Licensing Policy covers the following licensable activities and any that are defined in the Licensing Act 2003.

- Retail sale of alcohol (including via the internet or mail order).
- The wholesale of alcohol to members of the public.
- The supply of alcohol to members of registered clubs.
- The provision of regulated entertainment when it is performed in the presence of an audience and is provided for the purpose, or for purposes which include the purpose, of entertaining that audience, including performance of a play; film exhibitions; indoor sporting events; boxing or wrestling events; live music; any playing of recorded music; a performance of dance; entertainment of a similar description; provision of facilities for dancing and provision of facilities for making music.

This Statement of Licensing Policy applies to all applications in respect of:

- Personal licences
- Premises licences
- Club premises certificates
- Temporary Event Notices

- 3.4 The Statement of Licensing Policy sets out a general approach to the making of licensing decisions by the licensing authority but does not seek to undermine the



right of any individual to apply under the terms of the Act for a variety of permissions and to have any such application considered on its individual merits.

- 3.5 The Statement of Licensing Policy does not seek to override the right of any person to make representations in relation to an application or seek a review of a licence or certificate where there is provision in the Act to do so.
- 3.6 Nothing in this policy should be taken as indicating that any requirement of licensing law or any other law may be overridden by the terms of this policy.

#### **4. Applications**

- 4.1 An application or notice for licensing purposes will be accepted as being lawfully made only where it contains all the required details specified by the Act and/or regulations. The licensing authority will, however, exercise appropriate discretion and not reject applications where they contain minor or factual errors which can easily be rectified.
- 4.2 To avoid unnecessary representations being made in respect of an application, applicants are advised to complete all relevant parts of an application form. Some parts of the form are mandatory and where matters have been considered, but are deemed not to be relevant to the application, it is suggested that, for the avoidance of doubt, the particular section is marked “not applicable”.
- 4.3 The grant of an application does not obviate the need for the applicant to satisfy the requirements of any other regulatory regime or statutory requirement.
- 4.4 All persons preparing operating schedules, including those for temporary events, should note that a number of publications are available to assist in the planning of an event. Applicants are advised to contact the bodies shown at **Appendix A** for further information.

#### **5. Decision Making – General Policy**

- 5.1 In determining a licensing application, the overriding principle adopted by the licensing authority will be that any individual has a right to apply under the terms of the 2003 Act for a variety of permissions and has a right to have any such application considered on its individual merits. In discharging its functions, the licensing authority will have regard to this policy and the guidance issued under Section 182 of the Licensing Act but may depart from it when there are compelling reasons to do so and following receipt of relevant representations.
- 5.2 If an application for a premises licence or club premises certificate has been made lawfully and there have been no representations from responsible authorities or other persons, the licensing authority will grant the application, subject only to conditions that are consistent with the operating schedule and the relevant mandatory conditions.
- 5.3 This policy does not override the right of any person to make representations on an application or to seek a review of a licence or certificate where provision has been

made to do so in the 2003 Act. Nothing within this policy will override the right of an individual to a right of appeal to the Magistrates' Court against the decisions of the licensing authority.

- 5.4 The licensing authority will not impose any conditions unless its discretion has been engaged following the making of relevant representations, and it has been satisfied at a hearing, of the necessity to impose conditions due to the representations raised. It will then only impose conditions as are necessary to promote the licensing objectives and will not impose standard conditions or those which duplicate other regulatory regimes as far as possible. Conditions will be tailored to individual premises, but the authority may draw on pools of conditions where deemed appropriate to do so.
- 5.5 Wherever practical, officers of the licensing authority will endeavour to forward any representations to the applicant as soon as they are received and not at the end of the period given for making representations. The licensing authority would expect responsible authorities to commence discussions with applicants at an early stage of the consultation process to seek clarification on any points and prior to submitting representations to the licensing authority. The authority has agreed with responsible authorities that it will accept electronic submission of representations.
- 5.6 In the interests of transparency and fairness, the licensing authority will normally make personal details of persons available as part of the hearing process unless the person withholds permission or there are exceptional and compelling reasons why this is necessary. Each case will be determined on its merits in consultation with the party concerned.
- 5.7 Representations must be in written format and may be amplified at the subsequent hearing or may stand in their own right. Representations may be submitted electronically to the licensing authority via [licensing@bridgend.gov.uk](mailto:licensing@bridgend.gov.uk) to include the name and postal address of the person or persons making representations. In the interests of transparency and fairness, the licensing authority will normally make personal details of residents and other parties available as part of the hearing process unless the person withholds permission or there are exceptional and compelling reasons why this is necessary. Each case will be determined on its merits in consultation with the person concerned.
- 5.8 The licensing authority maintains a register of applications received at [www.bridgend.gov.uk](http://www.bridgend.gov.uk). The licensing authority and its officers have not adopted any measures for notifying persons of applications received beyond the statutory requirements.
- 5.9 Prior to the determination of an application, the licensing authority will determine whether any representation or objection is irrelevant, frivolous or vexatious. The licensing authority may delegate this function to a Sub-Committee or officer.
- 5.10 The decisions taken by the licensing authority will be focused on matters within the control of individual licensees and others granted relevant permissions. These matters will centre on the premises and places being used for licensable activities and the vicinity of those premises and places. In addressing this matter, the authority will primarily focus on the direct impact of the activities taking place at the licensed premises on members of the public living, working or engaged in normal activity in

the area concerned. The authority does not seek to define the term “vicinity” and will examine each case on its merits.

- 5.11 When carrying out its functions as a licensing authority under the 2003 Act the licensing authority will have regard to its obligations under Section 17 of the Crime and Disorder Act 1998.
- 5.12 The licensing authority is under a duty to protect the rights of residents to privacy and family life under Article 8 of the European Convention on Human Rights in accordance with the Human Rights Act 1998. At the same time, it respects the rights of commercial organisations to operate their premises without unnecessary restraint.
- 5.13 The licensing authority is mindful that, once away from the licensed premises, a minority of consumers will behave badly and unlawfully. As outlined in the Home Office Guidance, this policy recognises that there are other mechanisms both within and outside the licensing regime that are available for addressing such issues. These are listed within the Home Office guidance.
- 5.14 Policy in respect of determining variations of licences:

The licensing authority may not vary a licence so as to vary substantially the premises to which it relates. The authority considers that any physical addition to the footprint of the premises, including outside areas, where additional licensable activities could take place would constitute a substantial variation of the premises. Each case, however, must be examined on its merits and applicants are therefore encouraged to discuss the proposals with the licensing authority and fire authority prior to commissioning any works. Applicants are invited to consider whether the application falls within the definition of Minor Variation set out in the Licensing Act 2003. When assessing applications in this category, the licensing authority will assess each case on its merits having regard to the latest guidance issued by the Home Office under Section 182 of the Act.

- 5.15 General policy in respect of licensing hours:

In line with Home Office Guidance, shops, stores and supermarkets will normally be free to provide sales of alcohol for consumption off the premises at any times when the retail outlet is open for shopping unless there are good reasons. There are no local policies in place and each case will be determined on its merits.

- 5.16 Policy in respect of assessing applications to prevent public nuisance:

The following criteria will be considered when assessing applications within the context of preventing public nuisance:

- Environmental quality
- Residential amenity
- Character of function of a particular area
- Nature of the proposed activities to be provided at the premises

The licensing authority will normally consider favouring applicants wishing premises in noise sensitive areas to remain open after the regular closing time on a specified

number of occasions (such as on Bank Holidays and weekends preceding Bank Holidays or special occasions) providing that:

The number of extensions has been included in their operating schedule and steps to address public nuisance have been considered;

AND

The authority is given prior notice of each proposed later opening.

In the absence of relevant representations, however, the authority will grant the application.

Applicants may also consider using the Temporary Event Notice procedure for special occasions or Bank or special Holidays.

Where relevant representations are received, the licensing authority will consider stricter conditions with regard to noise control in noise sensitive locations such as residential areas.

#### 5.17 Policy in respect of the protection of children from harm:

Decision making will not seek to limit the access of children to any premises unless it is appropriate for the prevention of physical, moral or psychological harm to them. It is not possible for this licensing policy to anticipate every issue of concern that could arise in respect of children in relation to individual premises and therefore each case will be dealt with on its merits. However, this authority believes that it is completely unacceptable to sell alcohol to children or by proxy to children. Conditions relating to the access of children where alcohol is sold, and which are appropriate to protect them from harm, will be carefully considered on receipt of relevant representations. More detailed provisions are shown in Section 7.

## **6. Cumulative Impact Assessment**

### **6.1 The Licensing Authority has not published any cumulative impact assessment under section 5A of the Act.**

## **7. Provisions in Respect of the Protection of Children from Harm**

### **7.1 The body designated to advise on the protection of children from harm is The Social Services and Wellbeing Directorate, Bridgend County Borough Council.**

### **7.2 Where relevant representations are received, the licensing authority will consider imposing conditions restricting the access to children to premises in circumstances where:**

- Entertainment or services of an adult nature are provided
- A member or members of the current management have been convicted for serving alcohol to minors or with a reputation for allowing under-age drinking (other than in the context of the exemption in the 2003 Act relating to 16 and 17 year olds consuming beer, wine and cider when accompanied by an adult during a table meal)

- It is known that unaccompanied children have been allowed access
- There is a known association with drug taking or dealing
- Premises where there is a strong element of gambling
- The supply of alcohol is the exclusive or primary purpose of the premises
- Premises where children's entertainment is provided and there is insufficient evidence that proper supervision of the access, egress, safety and welfare of children is provided.

7.3 The licensing authority is also mindful that activities, such as adult entertainment, may take place at certain times on premises but not at other times. For example, premises may operate as a café bar during the day providing meals for families but also provide entertainment with a sexual content after 8.00pm. It is not possible to give an exhaustive list of what amounts to entertainment or services of an adult or sexual nature. Applicants and the responsible authorities are expected to consider this point carefully. The licensing authority considers this issue to broadly include topless bar staff, striptease, lap-, table- or pole-dancing, performances involving feigned violence or horrific incidents, feigned or actual sexual acts or fetishism, or entertainment involving strong and offensive language.

7.4 The licensing authority expects applicants to be clear in their operating schedules about the activities and times at which the events would take place to help determine when it is not appropriate for children to enter the premises. Consideration should also be given to the proximity of premises to schools and youth clubs so that applicants take appropriate steps to ensure that advertising relating to their premises, or relating to events at their premises, is not displayed at a time when children are likely to be near the premises.

7.5 The licensing authority will expect applicants, when preparing an operating schedule or club operating schedule, to set out the steps to be taken to protect children from harm when on the premises.

7.6 Conditions whether offered, or imposed following the receipt of relevant representations, should reflect the licensable activities taking place on the premises. In addition to the mandatory condition regarding age verification, the licensing authority may consider other conditions relating to the protection of children from harm, for example:

- Restrictions on the hours when children may be present
- Restrictions or exclusions on the presence of children under certain ages when particular specified activities are taking place
- Restrictions on the parts of the premises to which children may have access
- Age restrictions (below 18)
- Restrictions or exclusions when certain activities are taking place
- Requirements for an accompanying adult (including for example, a combination of
- Requirements which provide that children under a particular age must be accompanied by an adult)
- Full exclusion of people under 18 from the premises when any licensable activities are taking place

- 7.7 On receipt of relevant representations, the licensing authority will consider whether a condition should be attached to a premises licence or club premises certificate which requires the presence of a sufficient number of adult staff on the premises to ensure the wellbeing of the children during any emergency in a theatre offering entertainment aimed primarily for children.

## **8. Integrating Strategies**

- 8.1 The Council will, as appropriate, take account of any relevant information in relation to community safety, substance misuse, disability, equality, transport, tourism, economic development and cultural issues. The Council will monitor these areas and where it is shown that licensing activities are impacting adversely on these areas it will be reported to the committee having responsibility for these areas.
- 8.2 The Licensing Authority will avoid as far as possible any duplication with other regulatory regimes. Planning and Licensing regimes will be properly separated to avoid duplication and inefficiency. Licensing applications will not be a re-run of a planning application and licensing decisions will not cut across a decision taken by a planning committee or permissions granted on appeal. There is no legal basis for the Licensing Authority to refuse an application because it does not have planning permission.
- 8.3 The Council has due regard for the need to eliminate unlawful discrimination and to promote equality of opportunity and foster good relations between persons with different protected characteristics. The protected characteristics are age, disability, gender reassignment, marriage and civic partnership, pregnancy and maternity race, religion or belief, sex, and sexual orientation. The Licensing Authority in carrying out its duties, will uphold the Public Sector Equality Duty of the Council as required under the Equality Act 2010.
- 8.4 Licence conditions will not be imposed where they would duplicate other regulatory regimes or legislation; this includes health and safety at work, fire safety, disability or equalities legislation.
- 8.5 The licensing authority will have regard to cultural strategies which relate to the wider cultural and economic benefits to the community of the promotion of live music, dance and theatre. In coming to a decision, the potential for disturbance in neighbourhoods will be carefully balanced with these wider benefits and focus on the licensing objectives and the individual merits of the application.
- 8.6 Copies of Council policies are available on [www.bridgend.gov.uk](http://www.bridgend.gov.uk) or from individual Council Departments. The licensing authority webpages can be found under Licensing in the A-Z of Services.

## **9. Steps to Promote the Licensing Objectives**

- 9.1 These sections will be of relevance to all sectors within the licensed trade, including Club Premises, the retail sector and events to which Temporary Event Notices apply. However, the licensing authority recognises that applicants, existing licensees and premises users should consider only those matters which are relevant to the individual style and characteristics of their premises and/or events. The licensing

authority encourages liaison between applicants and responsible authorities when drafting operating schedules and risk assessments.

- 9.2 When drawing up an operating schedule applicants must comply with the regulations in respect of completing applications. They may also wish to consider the following points but are under no statutory obligation to do so. Applicants and responsible authorities are reminded that they should not offer conditions which duplicate offences set out in the Licensing Act 2003 or in existing legislation.
- 9.3 The responsibility for ensuring compliance with non-licensing legislation rests with the applicant. The authority considers the most up to date information to be available on the .GOV website.
- 9.4 The following licensing objectives have equal importance. Applicants should note that the licensing authority may also develop pools of conditions based on the Home Office Guidance from which necessary and proportionate conditions may be drawn should relevant representations be received.

9.5 The Prevention of Crime and Disorder

Section 17 of the Crime and Disorder Act 1998 imposes a duty on the Council and licensing authority to consider crime and disorder reduction in the exercise of their duties. When addressing crime and disorder, applicants should initially identify any particular issues (having regard to their particular type of premises and/or activities) which are likely to adversely affect the promotion of the crime and disorder objective. Such steps as are required to deal with these issues should be included within the operating schedule. Conditions should be targeted on deterrence and preventing crime and disorder, for example:

- a) The installation and maintenance of CCTV inside and outside the premises, to include the precise location of cameras on plans to ensure that areas are properly covered.
- b) A written drugs policy covering searches of patrons, seizures, and storage of seized drugs at the premises.
- c) The use of SIA registered Door Staff and an agreed per capita rate of door persons to customers.
- d) A training policy relating to the prevention of crime and disorder at the premises.
- e) Information on and/or the provision of transport for customers.
- f) The adoption of Nitenet or similar direct radio link.
- g) Membership of schemes with other licensees to prevent crime and disorder.
- h) Maintenance of incident books to record crime and disorder.
- i) Adherence to the best practice issued in relation to nightclubs, dance venues, outdoor dance events and the like.

- j) The use of plastic containers and toughened glass at all times or at specific times, or for specific events or periods during the year.
- k) A policy with regard to the management of patrons drinking outside the premises in order to minimise the potential for crime, disorder anti-social behaviour and nuisance to the public, which may include measures to prevent glasses and bottles being taken outside.
- l) A written policy to advise staff on protection of young persons and vulnerable adults.
- m) The use of clickers or other measures to prevent overcrowding.
- n) A last admission or re-admission policy at the premises including measures to manage customers who smoke where there is no suitable area within the premises curtilage for such customers.
- o) Measures to prevent crime and disorder arising if entertainment of an adult or sexual nature is provided and/or involves strong or offensive language.
- p) Measures to prevent under age sales, for example till prompts and refusals registers.
- q) Crime prevention/Get Home safely posters.
- r) A prohibition on the admittance of customers carrying open or sealed bottles into the premises.
- s) A prohibition on customers taking alcoholic and other drinks from the premises in glasses and open bottles to prevent the use of these containers as offensive weapons in surrounding streets after individuals have left the premises.
- t) Queue management systems inside and outside the premises.
- u) Internal patrols by management.

#### 9.6 Public Safety

Where an applicant identifies an issue with regard to public safety (including fire safety) which is not covered by existing legislation, he or she should identify in their operating schedule the steps which will be taken to ensure public safety, for example:

- a) The number of people attending the premises.
- b) Customer profile (age, disability etc).
- c) Fire safety and fire prevention measures not covered by other regulatory regimes.
- d) Measures of management control within the premises.



- e) Design, construction and operation of premises, including toilets, lighting, strobe lighting etc.
- f) Staff training in disability awareness and evacuation procedures.
- g) The use of special effects such as pyrotechnics, lasers, smoke machines, foam machines.
- h) Regular testing of electrical systems and the provision of RCD protection.
- i) Awareness of the effect of alcohol and other substance misuse.

#### 9.7 Public Nuisance

Licensed premises have the potential to have an adverse impact on the local community. The licensing authority recognises that a balance should be struck between local businesses, cultural diversity and the need to protect the local residents from nuisance.

The licensing authority understands public nuisance to include the following: noise and disturbance, odour, litter and anti-social behaviour.

When addressing public nuisance, the applicant should identify any particular issues (having regard to the vicinity of the premises, the type of premises and the type of entertainment or activity) which are likely to adversely affect the promotion of the objective to prevent public nuisance. The licensing authority will expect the operating schedule to indicate that, in respect of those premises which are located in primarily residential areas; steps will be taken to reduce the impact of noise from patrons congregating outside. Other measures could include:

- a) Measures to control amplified and non-amplified sound, music and speech within and outside the premises.
- b) Sound proofing measures to contain sound and vibration.
- c) Reducing sound levels and installing a sound limiting device to prevent amplified music exceeding the level agreed by the Council.
- d) Keeping doors and windows closed and providing adequate alternative mechanical ventilation (and ensuring the mechanical ventilation itself does not cause a noise problem).
- e) The management of gardens, play and other outside areas to ensure minimal disruption to the neighbourhood – this may include restricting areas where alcoholic drinks may be consumed or the times they may be consumed.
- f) Providing quieter areas for patrons.
- g) Where there are beer gardens or similar outdoor areas, ensuring the amplified music is not relayed to such areas and that these areas are properly screened.

- h) The operation of plant and machinery so as to minimise disruption to the neighbourhood.
- i) The impact of car parks at the premises and access roads on the local community.
- j) The impact of deliveries on the local community.
- k) The location of premises in relation to residential properties, hospitals, places of worship etc.
- l) The adoption of a “last admission” policy.
- m) Erecting prominent notices at the exists to premises asking customers to leave quietly and not to slam car doors and at appropriate times making announcements to the same effect.
- n) Instructing door staff or other staff to ask customers leaving the premises to leave the area quietly.
- o) Regular assessments by staff or managers to assess whether there are problems and how best to deal with them.
- p) Reducing the volume of music towards the end of the evening and, where appropriate, playing quieter more soothing music as the evening winds down.
- q) Considering excluding people from the premises who often leave in a noisy fashion.
- r) Increasing outside lighting levels (but in such a manner that does not cause a nuisance to the local residents).
- s) Vacating smoking shelters, patios or any other such areas where customers smoke, by no later than 11.00 pm.
- t) encouraging patrons to return indoors as quickly as possible e.g. preventing drinks from being taken outdoors, restricting the number of tables and chairs, refraining from erecting smoking shelters and from using patio heaters.
- u) Provision of door staff or other staff to supervise the smoking areas and to ensure that doors are kept closed when amplified music is being played.

#### 9.8 The Protection of Children from Harm

Such steps as are required to address this licensing objective may include:

- a) Types of entertainment provided, especially if aimed primarily at children.
- b) Applicants should specify whether entertainment of an adult or sexual nature is involved or involves strong or offensive language to enable the Council to consider the risk to the promotion of the licensing objectives, particularly the protection of children from harm.

- c) Staff training for awareness of offences.
- d) Staff training for the protection of children, young persons and vulnerable adults at the premises including proof of age measures and awareness of proxy sales of alcohol.
- e) Active support and enforcement of a Proof of age Scheme (e.g., Validate Scheme).
- f) Age limitations.
- g) Exclusion of children from certain areas.
- h) Requirements for adult supervision.
- i) Risk assessment of hazards.
- j) The location of cigarette machines in areas that can be easily seen by staff.

The Council's Trading Standards Department can give advice on Proof of Age Schemes.

## **10. Compliance**

- 10.1 Where necessary, enforcement action will be taken in accordance with the principles of the Enforcement Concordat issued by the Government and the Hampton Principles.
- 10.2 The Council is developing a strategy with responsible authorities which provides for the targeting of agreed problem and/or high-risk premises which require greater attention, while employing a "light touch" approach to low risk premises or those which are well run. The licensing authority and responsible authorities will give licence holders and businesses early warning of problems, clear explanations of what needs to be done, action plans, and timescales in order to resolve problems. Formal action will be taken if this is deemed essential to promote the licensing objectives.
- 10.3. The licensing authority will carry out inspections to determine if licence conditions are being complied with. These visits may be carried out as joint inspections with other statutory bodies or responsible authorities.
- 10.4 Although the review process is a key protection for the local community, local residents or businesses who have concerns about premises should contact the relevant agency in the first instance. The Council can also act as the point of contact for concerns via [licensing@bridgend.gov.uk](mailto:licensing@bridgend.gov.uk)

## **11. Administration, Exercise and Delegation of Functions**

- 11.1 In determining applications, the licensing authority will adopt the principle of delegation as laid down in the Act and Guidance in the interests of speed, efficiency and cost effectiveness. The Council's Constitution, Scheme of Delegation to Officers and Member Code of Conduct can be accessed at [www.bridgend.gov.uk](http://www.bridgend.gov.uk)

## **12. Reviews of Licence**

- 12.1 Reviews of premises licences represent a key protection for the local community in respect of problems which may arise during the term of a premises licence. Any person and responsible authority has the right to make representations in respect of an application or seek a review of a licence or certificate within the provisions of the Act. Each case will be dealt with on its merits.
- 12.2 The licensing authority considers that it is good practice for responsible authorities to give licence holder's early warning of problems and of the need to improve.
- 12.3 Individuals or groups may request a representative to make representations on their behalf, for example a legal representative, friend, Member of Parliament, Member of the Senedd. Licensing authority Members are bound by the Member Code of Conduct when participating in the licensing process.
- 12.4 Where the licensing authority decides on an application it will provide reasons in writing and in other formats on request.
- 12.5 In the interests of transparency and fairness, the licensing authority will normally make personal details of residents and other parties available as part of the hearing process unless the person withholds permission or there are exceptional and compelling reasons why this is necessary. Each case will be determined on its merits in consultation with the person concerned.
- 12.6 Any person may submit representations electronically to the licensing authority via [licensing@bridgend.gov.uk](mailto:licensing@bridgend.gov.uk) to include the name of the person or persons making the representations and a postal address. Accessibility enquiries should be addressed to the Licensing Section in the first instance.

## **13. Temporary Event Notices (TENS)**

- 13.1 Certain small-scale events held in unlicensed premises and on an occasional basis are not required to be licensed but must be notified to the licensing authority at least 10 working days before the event.
- 13.2 Temporary Event Notices (TENS) can also be used for licensable activities to take place on licensed premises outside the permissions of the Premises Licence e.g., a pub may wish to extend the hours they can sell alcohol to cover a sporting event.
- 13.3 There are no special policies applicable to Temporary Event Notices. Full details of the process can be found on GOV.uk. Event organisers should take particular notice of the references and meaning of the term "working days" when calculating when to serve a Temporary Event Notice; working days do not include the date the TEN was submitted, the first day of the event, weekends or bank holidays.
- 13.4 While not a mandatory requirement, early engagement and discussion with South Wales Police and Council Environmental Health team around proposed TENS may reduce the likelihood of an objection notice on the grounds of crime and disorder or public nuisance. The Council would strongly urge all persons to give the Council at least 28 days' notice of an event (and at least two to three months' notice or longer

for larger outdoor events) in order that the organiser can access Events Safety Information, contact points and advice through the Council.

13.5 Unless a TEN is submitted electronically to licensing it should also be served on the Police and the Council's Environmental Health team.

13.6 Where an objection notice is received from the Police or the Council's Environment Health team, the matter will be referred to the Licensing Sub-Committee for a decision as to whether the event can take place. Where representations relate purely to the addition of conditions to the TEN which are consistent with an existing Premises Licence, a statement of conditions will be issued with the TEN by an authorised officer without the need for a Licensing Sub-Committee hearing, unless the applicant disagrees.

#### 13.7 Late Temporary Event Notices

Late TENs are intended to be used by premises users who are required for reasons outside of their control to, for example change the venue at short notice.

13.8 Late TENs can be given up to five working days but no earlier than nine working days before the event is scheduled and, unless given electronically to the licensing authority, must also be sent by the premises user to the Police and the Council's Environmental Health team.

13.9 It should be noted that in case of any relevant objections to a late TEN a counter notice will be served, and the event cannot take place. This is because there is insufficient time for a hearing of the Licensing Sub-Committee.

### 14. **Large Scale Events**

14.1 Events with a capacity of 500 people or more on the premises will require a Premises Licence if licensable activities are taking place.

14.2 Such events of a temporary or more permanent nature will generally require detailed planning and more consultation with Responsible Authorities and representatives of other organisations concerned with safety.

14.3 The Council operates an Events Liaison Panel consisting of various Council officers, Police, Fire and Emergency Services who provide advice and assistance to event organisers to ensure they are aware of their responsibilities and that all events run safely. It is recommended that applicants contact licensing and the events team at their earliest opportunity to discuss their proposals so a decision can be made as to the suitability of the event and consideration by the Panel. The events team can be contacted on: [events@bridgend.gov.uk](mailto:events@bridgend.gov.uk)

### 15. **Special Notes**

15.1 Where extracts from the Licensing Act 2003 are reproduced, they are provided as an information guide only. They are not a full and authoritative statement of the new licensing law. In particular, it must be noted that, although the Council has made every effort to ensure that the information in these pages is correct, changes to the law and the implementation of specific regulations for licensing mean that the

supporting information in these pages may be subject to change.

## **16. Consultation**

- 16.1 The draft policy statement, including the information provided by the South Wales Police at Appendix Two, was published via the Bridgend County Borough Council website between ~~XX/XX/XXXX~~ and ~~XX/XX/XXXX~~. Consultation also took place with, amongst others, the Responsible Authorities, partner agencies, Members of Bridgend County Borough Council and Town and Community Councils and trade representatives.
- 16.2 This Statement of Licensing Policy was prepared by the Licensing Section, Bridgend County Borough Council and approved by the Bridgend County Borough Council at their meeting held on ~~XX/XX/XXXX~~.

## **17. Appeals**

- 17.1 In the case of a premises licence, an appeal should be made to the Magistrates' Court for the petty session's area in which the premises are situated (Cardiff Magistrates' Court).
- 17.2 In the case of a personal licence, an appeal should be made to the magistrates' court for the petty session's area where the personal licence was granted.
- 17.3 Entitlements to appeal for parties aggrieved by decisions of the licensing authority are set out in Schedule 5 to the Licensing Act 2003.

Responsible Authority contact details are published separately on the Licensing webpages at [www.bridgend.gov.uk](http://www.bridgend.gov.uk) or are available by contacting [licensing@bridgend.gov.uk](mailto:licensing@bridgend.gov.uk)

**Statement of Licensing Policy (SLP) Consultation Responses**

Date	Source	Summary of Consultation Response	Response	Details of Amendment
19.08.2025	Alcohol Change UK	The policy should address alcohol delivery services, including training, age verification and the delivery of alcohol to intoxicated customers.	Agree some considerations to be included.	Considerations added to Section 9.8 of the Statement of Licensing Policy

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<b>Meeting of:</b>	<b>CABINET</b>
<b>Date of Meeting:</b>	<b>16 DECEMBER 2025</b>
<b>Report Title:</b>	<b>INFORMATION REPORT FOR NOTING</b>
<b>Report Owner: Responsible Chief Officer / Cabinet Member</b>	<b>CHIEF OFFICER – LEGAL AND REGULATORY SERVICES, HR AND CORPORATE POLICY</b>  <b>CABINET MEMBER – FINANCE AND PERFORMANCE</b>
<b>Responsible Officer:</b>	<b>MICHAEL PITMAN – TECHNICAL SUPPORT OFFICER DEMOCRATIC SERVICES</b>
<b>Policy Framework and Procedure Rules:</b>	<b>There is no effect upon the policy framework and procedure rules.</b>
<b>Executive Summary:</b>	<b>To update Cabinet with an information report published since the last Cabinet meeting</b>

## 1. Purpose of Report

- 1.1 The purpose of this report is to inform Cabinet of the Information Report for noting that has been published since its last scheduled meeting.

## 2. Background

- 2.1 It was previously resolved to approve a revised procedure for the presentation to Cabinet and Council of Information Reports for noting.

## 3. Current situation / proposal

### 3.1 Information Report

The following Information Report has been published since the last meeting of Cabinet:-

#### Title

#### Date Published

Regulation of Investigatory Powers Act 2000

16 December 2025

### 3.2 Availability of Document

The document has been circulated to Elected Members electronically via

email and placed on the Bridgend County Borough Council website. The document is available from the above date of publication.

#### **4. Equality implications (including Socio-economic Duty and Welsh Language)**

- 4.1 The protected characteristics identified within the Equality Act, Socio-economic Duty and the impact on the use of the Welsh Language have been considered in the preparation of this report. As a public body in Wales the Council must consider the impact of strategic decisions, such as the development or the review of policies, strategies, services and functions. This is an information report, therefore it is not necessary to carry out an Equality Impact assessment in the production of this report. It is considered that there will be no significant or unacceptable equality impacts as a result of this report.

#### **5. Well-being of Future Generations Implications and Connection to Corporate Well-being Objectives**

- 5.1 The well-being goals identified in the Act were considered in the preparation of this report. It is considered that there will be no significant or unacceptable impacts upon the achievement of well-being goals/objectives as a result of this report.

#### **6. Climate Change and Nature Implications**

- 6.1 There are no climate change and nature implications from this report.

#### **7. Safeguarding and Corporate Parent Implications**

- 7.1 There are no safeguarding and corporate parent implications from this report.

#### **8. Financial Implications**

- 8.1 There are no financial implications in relation to this report.

#### **9. Recommendation**

- 9.1 That Cabinet acknowledges the publication of the report referred to in paragraph 3.1 above.

#### **Background documents**

None

<b>Meeting of:</b>	<b>CABINET</b>
<b>Date of Meeting:</b>	<b>16 DECEMBER 2025</b>
<b>Report Title:</b>	<b>REGULATION OF INVESTIGATORY POWERS ACT 2000</b>
<b>Report Owner: Responsible Chief Officer / Cabinet Member</b>	<b>CABINET MEMBER – FINANCE AND PERFORMANCE  MONITORING OFFICER</b>
<b>Responsible Officer:</b>	<b>LAURA GRIFFITHS GROUP MANAGER LEGAL AND DEMOCRATIC SERVICES</b>
<b>Policy Framework and Procedure Rules:</b>	<b>There is no effect upon the Policy Framework and Procedure Rules.</b>
<b>Executive Summary:</b>	<b>To provide details of the current policy under the Regulation of Investigatory Powers Act 2000 (RIPA) and the use of RIPA within the Authority.</b>

## **1. Purpose of Report**

- 1.1 The purpose of this report is to provide details of the current policy under the Regulation and Investigatory Powers Act 2000 (RIPA).

## **2. Background**

- 2.1 RIPA provides a framework for certain public bodies, including local authorities, to use covert surveillance to gather information about individuals without their knowledge for the purposes of undertaking statutory functions in connection with the prevention and detection of crime.
- 2.2 For local authorities, the only ground for authorisation is for the purpose of preventing or detecting crime which:
- (a) constitutes one or more criminal offences, or
  - (b) is, or corresponds to, any conduct which, if it all took place in England and Wales, would constitute one or more criminal offences.

And the criminal offence or one of the criminal offences is or would be-

- (a) an offence which is punishable, whether on summary conviction or on indictment, by a maximum term of at least 6 months of imprisonment, or
- (b) an offence under:
  - section 146 of the Licensing Act 2003 (sale of alcohol to children);

- section 147 of the Licensing Act 2003 (allowing the sale of alcohol to children);
- section 147A of the Licensing Act 2003 (persistently selling alcohol to children);
- section 7 of the Children and Young Persons Act 1933 (sale of tobacco, etc, to persons under eighteen).

2.3 RIPA activity and authorisations are governed by Codes of Practice and Guidance issued by the Investigatory Powers Commissioner's Office (IPCO) and the Home Office.

### **3. Current situation / proposal**

3.1 Members are required to review the use of RIPA and set the policy at least once a year. Elected Members cannot be involved in decisions on specific authorisations, but have oversight of the process.

3.2 The Council has always been very sparing in its use of RIPA. It is only used in cases where it is important to obtain information to support potential criminal proceedings, and only where that information cannot be obtained by any other means. There have been no authorisations for RIPA since April 2014. It is clear that the general policy is that it should not be used unless absolutely necessary.

3.3 Other reasons likely to account for the reduction in the number of authorisations being sought are:

- a reduction in the number of incidents requiring investigation, and
- increased awareness of the scope of RIPA and the alternatives to covert surveillance as a result of training delivered to all Investigating and Authorising officers.

3.4 Overall responsibility for the use of RIPA lies with the Monitoring Officer who acts as the Senior Responsible Officer (SRO). The RIPA policy attached as **Appendix 1** has been reviewed to ensure it remains fit for purpose and in accordance with the Codes of Practice issued by the Home Office.

3.5 Local authorities are subject to regular inspections every three years from the IPCO, the most recent Council inspection having taken place successfully in October 2020. The SRO has been notified that the IPCO remain satisfied that our ongoing compliance with RIPA will be maintained and as such, the Council's next inspection will be in 2026. The IPCO requested that the Council ensure that the key compliance issues continue to receive the necessary internal governance and oversight through the SRO, annually update Elected Members, policy refreshes and ongoing training and awareness raising.

### **4. Equality implications (including Socio-economic Duty and Welsh Language)**

4.1 The protected characteristics identified within the Equality Act, Socio-economic Duty and the impact on the use of the Welsh language have been considered in the preparation of this report. As a public body in Wales, the Council must consider the impact of strategic decisions, such as the development or the review of policies, strategies, services and functions. This is an information report and therefore it is

not necessary to carry out an Equality Impact assessment in the production of this report. It is considered that there will be no significant or unacceptable equality impacts as a result of this report.

**5. Well-being of Future Generations implications and connection to Corporate Well-being Objectives**

- 5.1 The well-being goals identified in the Act were considered in the preparation of this report. As the report is for information only it is considered that there will be no significant or unacceptable impacts upon the achievement of well-being goals/objectives as a result of this report.

**6. Climate Change and Nature Implications**

- 6.1 There are no implications.

**7. Safeguarding and Corporate Parent Implications**

- 7.1 There are no safeguarding and corporate parent implications.

**8. Financial Implications**

- 8.1 There are no financial implications arising from this report.

**9. Recommendation**

- 9.1 Cabinet is recommended to note the report.

**Background documents:**  
None

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Bridgend County Borough Council

Policy on Directed Surveillance and Covert Human Intelligence Sources under the  
Regulation of Investigatory Powers Act 2000

Contents

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- 2 Types of Surveillance
- 3 Authorisation of Surveillance  
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- 4 Drive-bys
- 5 CCTV
- 6 Internet and Social Networking Sites
- 7 Covert Human Intelligence Source (CHIS)
- 8 Collaborative Working
- 9 Record Management
- 10 General Considerations

Appendices

- 1 Identification of Senior Responsible Officer and Designated Authorised Officers
- 2 RIPA Authorisation Flow Chart
- 3 Home Office Local Authority Procedure Flow Chart: Application to a Justice of the Peace seeking an Order to approve the grant of a RIPA Authorisation or Notice.

## Introduction to RIPA 2000

- 1.1 In carrying out its duties the Council may need to conduct appropriate investigations into allegations or concerns brought to its attention and such investigations may necessarily require covert surveillance. The Regulation of Investigatory Powers Act 2000 (RIPA) provides a regulatory framework governing interception of communications, surveillance and associated activities. This is to ensure the powers are used lawfully and in a way that is compatible with Human Rights. Through the application of authorisation procedures and Magistrates Court approval it ensures that a balance is maintained between the public interest and the human rights of individuals.
- 1.2 This Policy is based upon the requirements of RIPA and Home Office's Code of Practices on Covert Surveillance and Covert Human Intelligence Sources. Copies of the Home Office's Codes of Practice are available on their website. Forms to record applications and decisions in writing are also available on the website.
- 1.3 The Council takes its statutory responsibilities seriously and will at all times ensure that any such surveillance or use of an intelligence source carried out is authorised and in accordance with the legislation. Investigations which are not authorised could leave the Council open to challenge by individuals who consider that there has been an intrusion into their privacy.
- 1.4 It is considered good practice for public authorities to appoint a Senior Responsible Officer (SRO) to be made responsible for the integrity of the process in place for the management of surveillance. The current SRO for the Council is identified in **Appendix 1**. Whilst legislation does not preclude the SRO's use as an Authorising Officer, it is unlikely that they would be regarded as objective if they oversee their own authorisations.

### Types of Surveillance

- 2.1 Surveillance can be overt or covert. Overt surveillance does not require authorisation under RIPA and covers all situations where surveillance is not covert. The use of such surveillance is to be commended where the required result can be achieved by this means.
- 2.2 Covert surveillance is carried out in a manner calculated to ensure that the person subject to the surveillance is unaware that it is or may be taking place.
- 2.3 There are three types of covert surveillance:  
  
**'Intrusive Surveillance' - the Council has no statutory power to grant authorisations for intrusive surveillance but it is included here to alert officers to be aware of inadvertently breaching this rule.**

Intrusive surveillance is covert and carried out in relation to anything taking place on any residential premises or any private vehicle. Anything that occurs on residential premises or any private vehicle and involves the presence of someone on the



premises or in the vehicle or is carried out by means of a surveillance device will be intrusive. If the device is not on the premises or in the vehicle, it is only intrusive if it consistently produces information of the same quality as if it were.

Residential Premises includes any premises as is for the time being occupied or used by any person, however, temporary, for residential purposes or otherwise as living accommodation. It will not include communal areas, front gardens or driveways visible to the public.

Private vehicles will be those used primarily for the private purpose of the person who owns it or a person otherwise having the right to use it.

‘Directed Surveillance’ – this is covert surveillance that is not intrusive and is undertaken for the purposes of a specific investigation in a way that is likely to produce private information about a person. It must be necessary and proportionate to what it seeks to achieve.

‘Covert Human Intelligence Source’ (CHIS) – this is the use or conduct of someone who establishes or maintains a personal or other relationship with a person for the covert purpose of obtaining information. It must be necessary and proportionate to what it seeks to achieve.

#### Authorisation for Surveillance

- 3.1 As soon as a plan of action is decided upon which involves covert surveillance or the use of CHIS appropriate authorisation should be sought in advance.
- 3.2 All RIPA authorisations will require Magistrates Court approval in the form of an Order to take effect. The Home Office guidance on the judicial approval process for RIPA is available on the Home Office website.
- 3.3 The procedure outlined in the flowchart at **Appendix 2** should be followed by Officers to ensure formal quality assurance.
- 3.4 All applications for authorisation of directed surveillance must be in writing and stipulate:
  - how the surveillance will be conducted;
  - the grounds on which authorisation is sought. Authorisations cannot be granted unless specific criteria are satisfied. **For the Council, the only ground for authorisation is for the purpose of preventing or detecting crime which -**
    - (a) constitutes one or more criminal offences, or
    - (b) is, or corresponds to, any conduct which, if it all took place in England and Wales, would constitute one or more criminal offences.

And the criminal offence or one of the criminal offences is or would be-

- (a) an offence which is punishable, whether on summary conviction or on indictment, by a maximum term of at least 6 months of imprisonment, or
- (b) an offence under:
  - section 146 of the Licensing Act 2003 (sale of alcohol to children);
  - section 147 of the Licensing Act 2003 (allowing the sale of alcohol to children);

- section 147A of the Licensing Act 2003 (persistently selling alcohol to children);
- section 7 of the Children and Young Persons Act 1933 (sale of tobacco, etc, to persons under eighteen)
- a full account of the investigation or operation (including full details of where the surveillance is to take place);
- likelihood of acquiring any confidential material as a consequence of the surveillance;
- the details of any potential collateral intrusion and an assessment of the risk of such intrusion or interference. There is an obligation on officers to ensure that collateral intrusion is minimised and is not excessive in the circumstances
- the reasons why the directed surveillance is considered to be proportionate to what it seeks to achieve (including the relevant circumstances);
- the identities, where known, of those to be the subject of directed surveillance;
- an explanation of the information which it is desired to obtain as a result of the authorisation;
- where the authorisation is sought urgently, reasons why the case is considered to be urgent;
- a subsequent record of whether authority was granted or refused, by whom and the time and date.

3.5 Applications to the Court for an approval of an authorisation must be made in accordance with the requirements of the Court. Legal Services must be consulted on the application form to the Magistrates Court.

The applicant must:

- apply in writing and serve the application on the court officer;
- attach the authorisation or notice which the applicant wants the court to approve;
- attach such other material (if any) on which the applicant relies to satisfy the court of the statutory requirements;
- attach the proposed terms of the Order (Annex B court document);
- the forms and supporting documentation **MUST** make the case it is not enough for an officer to provide oral evidence not supported by the contents of the paper;
- provide the court (on request) with a signed Delegated Power authorising the appearance of the local authority in legal proceedings.

3.6 **Appendix 3** outlines the local authority procedure for seeking an order from the Magistrates Court.

3.7 The Officers within the Council entitled to grant authorisations are specified in legislation and are those whose posts appear in **Appendix 1**, however it is important that all those involved in undertaking surveillance are fully aware of the extent and limits of the authorisation in question.

3.8 Wherever knowledge of confidential information is likely to be acquired, a higher level of authorisation is needed. Confidential information consists of communications subject to legal privilege, communications between a Member of

Parliament and another person on constituency matters, confidential personal information, or confidential journalistic material. So, for example, extra care should be taken where, through the use of surveillance, if it is likely that knowledge will be acquired of communications between a minister of religion and an individual relating to the latter's spiritual welfare, or between a Member of Parliament and a constituent relating to constituency matters, or wherever matters of medical or journalistic confidentiality or legal privilege may be involved. Authorisation can only be provided by the Chief Executive or in his/her absence the Monitoring Officer.

- 3.9 Authorising Officers should not be responsible for authorising their own activities. Because of the number of officers designated as Authorising Officers within the Council, this situation should be avoidable.

Necessity and Proportionality

- 3.10 In signing the application an Authorising Officer must give personal consideration to the necessity and proportionality of the proposed surveillance prior to applying to the Magistrates for approval and must personally ensure that the surveillance is reviewed and cancelled.
- 3.11 Proportionality will involve balancing the seriousness of intrusion into the privacy of the subject of the operation (or any other person who may be affected) against the need for the activity in investigative and operational terms. The authorisation will not be proportionate if it is excessive in the overall circumstances of the case. Each action authorised should bring an expected benefit to the investigation or operation and should not be disproportionate or arbitrary. The fact that a suspected offence may be serious will not alone render intrusive actions proportionate. Similarly, an offence may be so minor that any deployment of covert techniques would be disproportionate.
- 3.12 No activity should be considered proportionate if the information which is sought could reasonably be obtained by other less intrusive means. The following elements of proportionality should be considered:
- balancing the size and scope of the proposed activity against the gravity and extent of the perceived crime or offence;
  - explaining how and why the methods to be adopted will cause the least possible intrusion on the subjects and others;
  - considering whether the activity is an appropriate use of the legislation and a reasonable way, having considered all reasonable alternatives, of obtaining the necessary result;
  - evidencing, as far as practicable, what other methods had been considered and why they were not implemented.
- 3.13 If the Authorising Officer is unsure on any matter they should seek advice from the SRO.
- 3.14 Urgent authorisations should not be necessary. An authorisation is not to be regarded as urgent where the need for an authorisation has been neglected or the urgency is of the Authorising Officer's or Applicant's own making. The Magistrates Court may consider an authorisation out of hours in **exceptional** circumstances. Please refer to **Appendix 3** for the procedure to be followed when an authorisation is urgent and cannot be handled the next working day.

- 3.15 Officers conducting covert surveillance will have a full briefing and be required to read the authorisation granted to ensure that their activity is based on what has been specifically authorised and not merely what has been requested.

#### Duration

- 3.16 An authorisation granted by an Authorising Officer will cease to have effect (unless renewed) at the end of a period of three months beginning with the day on which it took effect.
- 3.17 As soon as the decision is taken that directed surveillance should be discontinued, the instruction must be given to those involved to stop all surveillance. The date and time when such an instruction was given should be recorded.

#### Renewals

- 3.18 If at any time before an authorisation would cease to have effect, the Authorising Officer considers it necessary for the authorisation to continue for the purpose for which it was given, he may renew it in writing for a further period of three months. Applications for renewal should only be made shortly before the authorisation is due to expire and must be submitted to the Magistrates Court for approval before they can be effective.
- 3.19 Authorisations may be renewed more than once if necessary, provided they continue to meet the criteria for authorisation and are approved by the Magistrates Court.
- 3.20 All applications for the renewal of an authorisation should record:
- whether this is the first renewal or every occasion on which the authorisation has been renewed previously;
  - any significant changes to the information as outlined in the original application;
  - the reasons why it is necessary to continue with the surveillance;
  - the content and value to the investigation or operation of the information so far obtained by the surveillance;
  - the results of regular reviews of the investigation or operation.
- 3.21 In rare circumstances renewals may be granted orally in urgent cases but will still require the approval of the Magistrates Court.

#### Cancellations

- 3.22 The Authorising Officer who granted or last renewed the authorisation must cancel it if s/he is satisfied that the directed surveillance no longer meets the criteria upon which it was authorised. The cancellation should include how the surveillance assisted the investigation. When cancelling an authorisation, an Authorising Officer must ensure that proper arrangements have been made for the activity's discontinuance, including the removal of any technical equipment. Where the Authorising Officer is no longer available, this duty will fall on any one of the other Authorising Officers listed at **Appendix 1**.

#### Reviews

- 3.23 Reviews of authorisations should be undertaken on a monthly basis to assess the need for the surveillance to continue. The results of a review should be recorded.

Where the surveillance provides access to confidential information or involves collateral intrusion authorisations for such surveillance should be reviewed frequently.

- 3.24 If the Authorising Officer is in any doubt they should ask the SRO before any directed surveillance is authorised, renewed, cancelled or rejected.

#### Drive-bys

- 4.1 'Drive-by' surveillance may or may not need a RIPA authorisation and it is not acceptable to prescribe a minimum number of passes before an authorisation is required. Where an officer as part of an investigation, intends to drive by a property to establish the location of a property then an authorisation is unlikely to be required. However, if the drive-by is to assess for signs of occupation and a record is to be made or the drive-bys are repeated and/or systematic, then an authorisation may be required. Consideration should also be given to the likelihood of collateral intrusion.

#### CCTV

- 5.1 The use of overt CCTV cameras does not normally require an authorisation as members of the public will be aware that such systems are in use (e.g. visible signage). However, where overt CCTV cameras are used in a covert and pre-planned manner as part of a specific investigation or operation, an authorisation should be considered.
- 5.2 If a law enforcement agency (eg Police) wishes to use the Council's CCTV system for directed surveillance, a copy of the authorisation will be required (redacted if necessary to prevent the disclosure of sensitive information) and the equipment will only be used in accordance with the authorisation.

#### Internet and Social Networking Sites

- 6.1 Although social networking and internet sites are easily accessible, consideration must still be given about whether a RIPA authorisation should be obtained if they are going to be used during the course of an investigation. If the study of an individual's online presence becomes persistent, or where material obtained from any check is to be extracted and recorded and may engage privacy considerations, RIPA authorisations may need to be considered.
- 6.2 Care must be taken to understand how the social media site being used works. Officers must not be tempted to assume that one service provider is the same as another or that the services provided by a single provider are the same.
- 6.3 Depending on the nature of the online platform, there may be a reduced expectation of privacy where information relating to a person or group of people is made openly available within the public domain, however in some circumstances privacy implications still apply. This is because the intention when making such information available was not for it to be used for a covert purpose such as investigative activity. This is regardless of whether a user of a website or social media platform has sought to protect such information by restricting its access by activating privacy settings.
- 6.4 In order to determine whether a directed surveillance authorisation should be sought for accessing information on a website as part of a covert investigation or

operation, it is necessary to look at the intended purpose and scope of the online activity it is proposed to undertake. Factors that should be considered in establishing whether a directed surveillance authorisation is required include:

- Whether the investigation or research is directed towards an individual;
- Whether it is likely to result in obtaining private information about a person or group of people;
- Whether it is likely to involve visiting internet sites to build up a picture or profile;
- Whether the information obtained will be recorded and retained;
- Whether the information is likely to provide an observer with a pattern of lifestyle;
- Whether the information is being combined with other sources of information, which amounts to information relating to a person's private life;
- Whether the investigation or research is part of an ongoing piece of work involving repeated viewing of the subject(s);
- Whether it is likely to involve identifying and recording information about third parties, such as friends and family members of the subject of interest, or information posted by third parties, that may include private information and therefore constitute collateral intrusion into the privacy of these third parties.
- Conversely, where the Council has taken reasonable steps to inform the public or particular individuals that the surveillance is or may be taking place, the activity may be regarded as overt and a directed surveillance authorisation will not normally be available.

**Example 1:** *An officer undertakes a simple internet search on a name, address or telephone number to find out whether a subject of interest has an online presence. This is unlikely to need an authorisation. However, if having found an individual's social media profile or identity, it is decided to monitor it or extract information from it for retention in a record because it is relevant to an investigation or operation, authorisation should then be considered.*

**Example 2:** *The Council undertakes general monitoring of the internet in circumstances where it is not part of a specific, ongoing investigation or operation to identify themes, trends, possible indicators of criminality or other factors that may influence operational strategies or deployments. This activity does not require RIPA authorisation. However, when this activity leads to the discovery of previously unknown subjects of interest, once it is decided to monitor those individuals as part of an ongoing operation or investigation, authorisation should be considered.*

- 6.5 An authorisation for the use and conduct of a CHIS (see paragraph 7) may be needed if a relationship is established or maintained by the officer on behalf of the Council without disclosing his or her identity (i.e the activity will be more than mere reading of the site's content). This could occur if an officer covertly asks to become a 'friend' of someone on a social networking site.

- 6.6 It is not unlawful for an officer to set up a false identity but it is inadvisable to do so for a covert purpose without authorisation.
- 6.7 An officer should not adopt the identity of a person known, or likely to be known, to the subject of interests or users of the site without authorisation, and without the explicit consent of the person whose identity is used, and without considering the protection of that person.

Covert Human Intelligence Source (CHIS)

- 7.1 Under the 2000 Act, a person is a CHIS if:
- they establish or maintain a personal or other relationship with a person for the covert purpose of facilitating the doing of anything falling within paragraph 26(8)(b) or (c) of the Act;
  - they covertly use such a relationship to obtain information or to provide access to any information to another person; or
  - they covertly disclose information obtained by the use of such a relationship or as a consequence of the existence of such a relationship.
- 7.2 **Urgent advice from Legal should be sought should the use and conduct of a CHIS be considered. The Council is not required to seek or obtain an authorisation just because one is available. The use or conduct of a CHIS can be a particularly intrusive and high risk covert technique, requiring dedicated and sufficient resources, oversight and management.**
- 7.3 There is a separate Code of Practice for CHIS issued by the Home Office which officers should carefully study if a CHIS authorisation is sought. The same principles outlined above for directed surveillance apply to CHIS and should be followed including necessity and proportionality.
- 7.4 Officers should consider the security and welfare of the source and the foreseeable consequences to others in relation to what they are being asked to do. A risk assessment must be carried out before any authorisation is granted, at any renewal, review and cancellation.
- 7.5 Following authorisation and approval from the Magistrates Court, one officer is to be tasked with the day to day running of the CHIS, contact with them, giving them their tasks and keeping confidential records about what they achieve. A separate officer is to be appointed to oversee the use made of the CHIS.
- 7.6 An authorisation should not be granted for the use or conduct of a source unless believed that there are arrangements in place for ensuring there is at all times a person with the responsibility for maintaining a record of the authorisation and use made of source.
- 7.7 In deciding whether authorisation is required for a test purchase operation (for example in relation to sales of age restricted products), consideration should be given to:
- whether the activity is likely to result in the obtaining of private information about any person, and

- whether the test purchaser establishes or maintains a personal or other relationship with the seller.

In circumstances where the exercise is considered to fall outside the scope of RIPA, the reasons for this decision should be recorded.

- 7.8 An authorisation granted in writing by an Authorising Officer and approved by a Magistrates Court for the conduct or use of a CHIS will cease to have effect (unless renewed) at the end of a period of 12 months beginning with day on which it took effect.
- 7.9 Subject to legal privileged information, material obtained from a CHIS may be used as evidence in criminal proceedings whether these proceedings are brought by the Council or by another public authority.
- 7.10 Where the product of the use or conduct of a CHIS could be relevant to pending or future criminal or civil proceedings, it should be retained in accordance with applicable disclosure requirements.
- 7.11 Subject to legal privileged information, there is nothing under the Act which prevents material obtained from authorisations for the use or conduct of a CHIS for a particular purpose from being used to further other purposes.
- 7.12 When cancelling an authorisation, an Authorising Officer must ensure that proper arrangements have been made for the activity's discontinuance including directions for the management of the product.
- 7.13 An officer who conducts activity on the internet in such a way that they may interact with others, whether by publicly open websites or more private exchanges, in circumstances where the other parties could not reasonably be expected to know their true identity, should consider whether the activity requires a CHIS authorisation. A directed surveillance authorisation should also be considered, unless the acquisition of that information is or will be covered by the terms of an applicable CHIS authorisation.

#### Collaborative Working

- 8.1 When granting or applying for an authorisation, the officer will need to be aware of particular sensitivities in the local community where the surveillance or property interference is taking place, and of any similar activities being undertaken by other public authorities which could impact on the deployment of surveillance. It is therefore recommended that where an Authorising Officer considers that conflicts might arise, they should consult a senior officer within the police force area in which the investigation or operation is to take place.
- 8.2 Where possible, the Council should seek to avoid duplication of authorisations as part of a single investigation or operation. The Council may therefore work in conjunction with other agencies to carry out surveillance. It will not be necessary for each party to complete its own form of authorisation and the Council can rely upon a duly authorised form completed by another agency providing that the Authorising Officer and Legal Services are made aware and it has been approved by the Magistrates Court if required. Duplication of authorisations does not affect



the lawfulness of the activities to be conducted, but may create an unnecessary administrative burden on the Council.

- 8.3 A copy of the relevant forms and Magistrates Court approval should be obtained and copies kept in the same manner as an authorisation granted by the Council.
- 8.4 If an officer has any concerns regarding an authorisation, review or renewal completed by another agency they should refer the matter to Legal Services at the earliest opportunity.

#### Record Management

- 9.1 Authorising Officers must send the original of any authorisation, any cancellation, renewal or review to the SRO within 2 working days of the issue.
- 9.2 The Council must keep records relating to all authorisations, Magistrates Court approvals, reviews, renewals, cancellations and refusals in accordance with the Home Office Code of Practice. A Central Register of all authorisations, Magistrates approvals, reviews, renewals, cancellations, refusals and records of oral authorisations will be monitored and maintained by the SRO with each Department keeping their own file of copies of their authorisations.
- 9.3 Records must be available for inspection by the Investigatory Powers Commissioner and retained to allow the Investigatory Powers Tribunal to undertake its functions. Although records are only required to be retained for at least three years, it is therefore desirable, if possible, to retain records for up to five years. Such information will be reviewed at appropriate intervals to confirm that the justification for its retention is still valid and will be securely destroyed as soon as it is no longer needed for authorisation purposes.
- 9.4 There are separate and specific record keeping requirements where use is made of CHIS. Records should be maintained in such a way as to preserve the confidentiality of the source and the information provided by that source. There should at all times be a designated person in the Council with responsibility for maintaining a record of the use made of the source.
- 9.5 Documents created under the RIPA procedure are highly confidential and shall be treated as such. Authorising Officers, through the Data Protection Officer must ensure compliance with the appropriate data protection requirements under the Data Protection Act 2018 and the Council's internal arrangements relating to the handling and storage of material. The procedures and safeguards outlined in the Home Office Code of Practice will also be applied in relation to the handling of any material obtained through directed surveillance. Any breaches of data protection requirements should be reported immediately to the Data Protection Officer.
- 9.6 The SRO will ensure that robust and adequate arrangements are in place for the secure handling, storage and destruction of material obtained through the use of surveillance. The Council's internal safeguards will be kept under periodic review to ensure that they remain up to date and effective. Where the material could be relevant to pending or future criminal proceedings, it should be retained in accordance with established disclosure requirements for a suitable period and subject to review.

#### General Considerations

- 10.1 The SRO will ensure that guidance and training on RIPA is provided to staff requiring it. A record of those receiving training will be kept by the SRO.
- 10.2 Complaints may be dealt with by means of the Council's Corporate Complaints procedure and/or by virtue of a complaint to the Investigatory Powers Tribunal (IPT). The IPT has jurisdiction to investigate and determine complaints against the Council's use of investigatory powers, and is the only appropriate tribunal for human rights claims against the intelligence services. Following receipt of a complaint or claim from a person, the IPT can undertake its own enquiries and investigations and can demand access to all information held by the Council necessary to establish the facts of a claim and to reach a determination.
- 10.3 The body responsible for the oversight of RIPA is the Investigatory Powers Commissioner (IPC). The IPC are authorised to carry out inspections of the Council to review intelligence gathering procedures and administration processes.
- 10.4 This Policy is a public document and is operational forthwith, replacing any previous policies and procedures. It will be reviewed from time to time by the SRO and the Council's Cabinet shall set this Policy annually to ensure that it remains fit for purpose.
- 10.5 Further advice on good practice is contained within the Home Office Codes of Practice as outlined at paragraph 1.2.

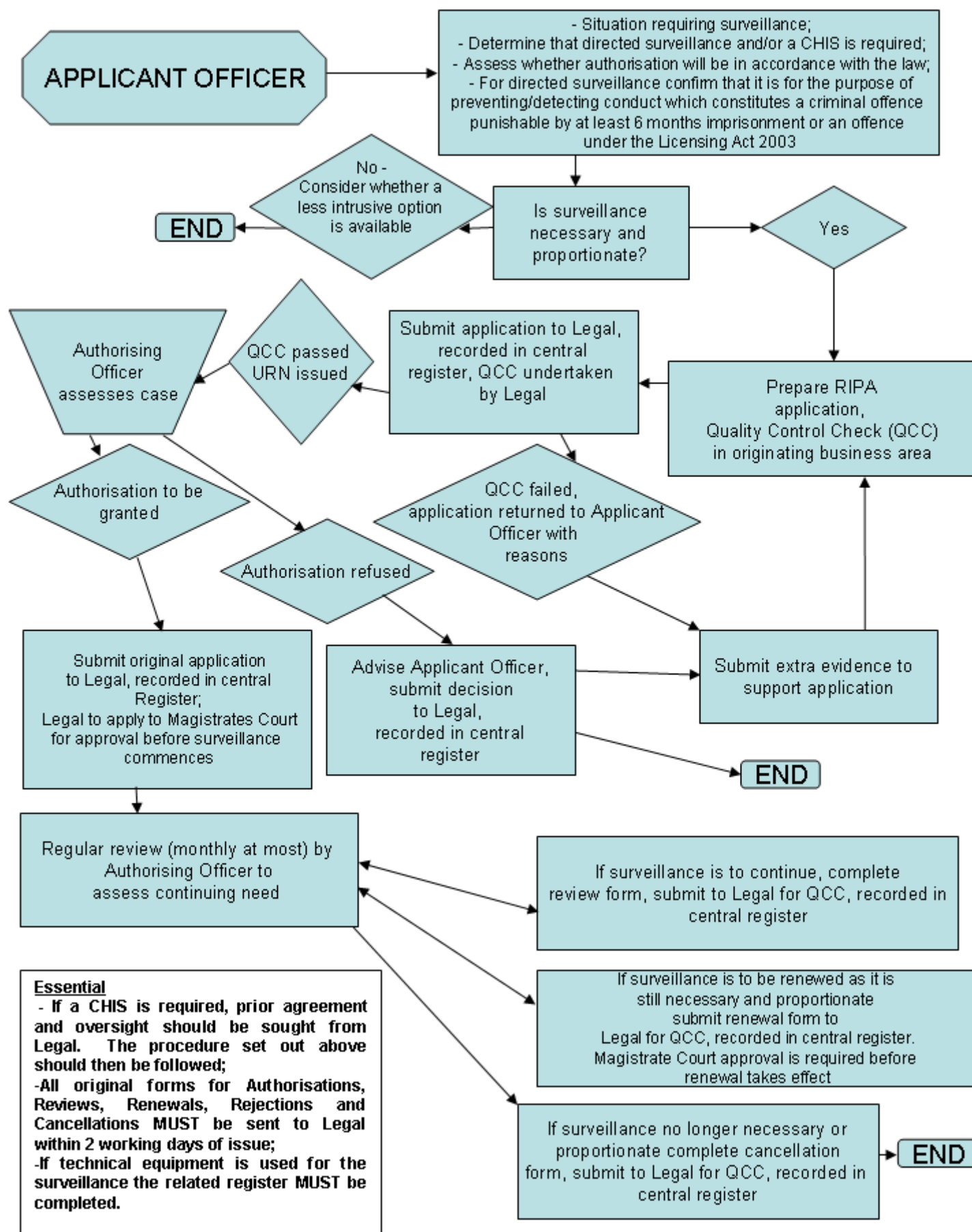
**Senior Responsible Officer**

The Monitoring Officer is authorised to act as the Senior Responsible Officer.

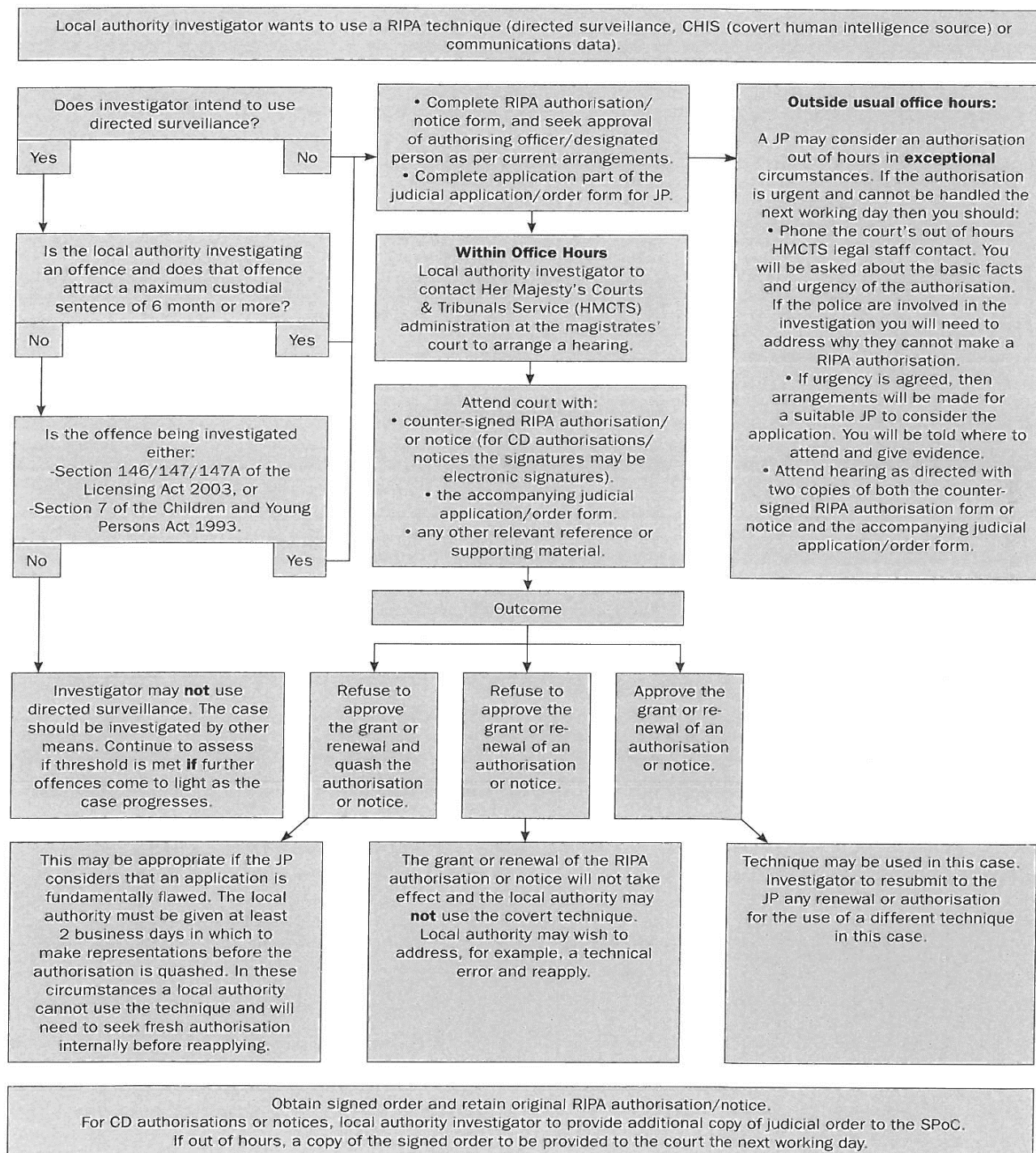
**List of Designated Posts Nominated to Authorise Surveillance Activity in Bridgend County Borough Council under the Regulation of Investigatory Powers Act 2000.**

<b><u>Post</u></b>	<b><u>Directorate/Department</u></b>
Chief Executive	Chief Executive
Head of Partnership Services	Chief Executive
Head of Operations – Community Services	Communities

## RIPA AUTHORISATION FLOW CHART



# LOCAL AUTHORITY PROCEDURE: APPLICATION TO A JUSTICE OF THE PEACE SEEKING AN ORDER TO APPROVE THE GRANT OF A RIPA AUTHORISATION OR NOTICE



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By virtue of paragraph(s) 14 of Part 4 of Schedule 12A  
of the Local Government Act 1972.

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By virtue of paragraph(s) 14, 16 of Part 4 of Schedule 12A  
of the Local Government Act 1972.

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