

**LOCAL PLANNING AND ENVIRONMENT ADVISORY COMMITTEE**

**01 July 2014 at 7.00 pm**

**Conference Room, Argyle Road, Sevenoaks**

**AGENDA**

**Membership:**

Cllrs. Ball, Butler, Dickins, Gaywood, Horwood, Mrs. Hunter, Mrs. Morris, Piper,  
Mrs. Purves, Mrs. Sargeant, Scholey, Searles and Williamson

	<b><u>Pages</u></b>	<b><u>Contact</u></b>
<b>Apologies for Absence</b>		
1. <b>Appointment of Chairman</b>		
2. <b>Appointment of Vice Chairman</b>		
3. <b>Minutes</b>	(Pages 1 - 8)	
To agree the Minutes of the meeting of the Committee held on 25 March 2014, as a correct record.		
4. <b>Declarations of interest</b>		
Any interests not already registered		
5. <b>Actions from Previous Meeting (if any)</b>		
6. <b>Update from Portfolio Holder</b>		Councillor Robert Piper
7. <b>Referrals from Cabinet or the Audit Committee (if any)</b>		
8. <b>Confirmation of working groups</b>	(Pages 9 - 10)	David Lagzdins Tel: 01732 227350
9. <b>Pest Control Service - Results of Competition Exercise</b>	(Pages 11 - 78)	Ian Finch Tel: 01959 567352
10. <b>Update on the Allocations and Development Management Plan</b>	(Pages 79 - 110)	Hannah Gooden Tel: 01732 227178
11. <b>Local Development Scheme Review</b>	(Pages 111 - 124)	Steve Craddock Tel: 01732 227178 Hannah Gooden Tel: 01732 227315,
12. <b>Work Plan</b>	(Pages 125 - 126)	

### **EXEMPT ITEMS**

(At the time of preparing this agenda there were no exempt items. During any such items which may arise the meeting is likely NOT to be open to the public.)

To assist in the speedy and efficient despatch of business, Members wishing to obtain factual information on items included on the Agenda are asked to enquire of the appropriate Contact Officer named on a report prior to the day of the meeting.

Should you require a copy of this agenda or any of the reports listed on it in another format please do not hesitate to contact the Democratic Services Team as set out below.

For any other queries concerning this agenda or the meeting please contact:

**The Democratic Services Team (01732 227241)**

**LOCAL PLANNING AND ENVIRONMENT ADVISORY COMMITTEE**

Minutes of the meeting held on 25 March 2014 commencing at 7.00 pm

Present: Cllr. Mrs. Hunter (Chairman)

Cllr. Searles

Cllrs. Clark, Mrs. Morris, Mrs. Purves, Mrs. Sargeant and Williamson

Apologies for absence were received from Cllrs. Bosley, Mrs. Dawson and Gaywood

Cllrs. Ayres, Mrs. Ayres, Davison, Mrs. Davison, Edwards-Winser, Fittock, Mrs. George, Ms. Lowe, Orridge, Mrs. Parkin and Scholey were also present.

31. Minutes

Resolved: That the Minutes of the meeting of the Committee held on 19 November 2013 be approved and signed by the Chairman as a correct record.

32. Declarations of interest

No additional declarations of interest were made.

33. Actions from Previous Meeting

There were none.

34. Update from Portfolio Holder

This item was withdrawn due to Councillor Bosley's absence.

35. Referrals from the Audit Committee

The Audit Committee, at its meeting on 10 September 2013, had requested that the Advisory Committee consider issues surrounding the future of the Dunbrik site.

The Chief Planning Officer confirmed that, following agreement between Kent County Council and Durtnalls regarding the terms of a new lease, the waste transfer station and household waste recycling centre would be remaining at Dunbrik for the foreseeable future.

36. Gypsies and Traveller Plan - Site Options consultation

The Planning Officer presented a consultation draft of the Gypsy & Traveller Plan for the District. This had been produced in light of the Gypsy & Traveller and Travelling Showpeople Accommodation Assessment (GTAA) undertaken by the Council in March

## Agenda Item 3

### Local Planning and Environment Advisory Committee - 25 March 2014

2012. The GTTAA had identified the need to provide 72 pitches between 2012 and 2026 in order to fulfil the housing needs of those anticipated to meet the planning definition of Gypsies & Travellers. The Planning Officer advised that, since the publication of the report, a pitch (at Crockenhill) had been granted permanent planning permission, thereby reducing the needs requirement to 71.

The consultation draft identified 14 site options, with a total number of 93 additional permanent pitches for potential allocation. These sites had been subjected to an initial assessment against pre-defined selection criteria, including constraints; impact; and sustainability. The purpose of the proposed consultation was to seek the views of stakeholders on these sites and to invite suggestions for any others which may be suitable.

The Planning Policy Team Leader referred to the supplementary information which had been circulated regarding the site on land west of Enterprise Way, Edenbridge (the 'Reserve Land'). This explained that the Planning Inspector examining the Council's Allocations and Development Management Plan had indicated his intention to recommend a 'main modification' to allocate the site for housing under Policy H1. The Inspector considered that this would be incompatible with any proposals for Gypsy & Traveller pitches and, in light of this, Officers recommended that the site be removed from the consultation document.

The report acknowledged that it would not be possible to meet the identified need without planning for sites in the Green Belt. It also emphasised the importance of developing a plan to meet the accommodation needs of Gypsies & Travellers as, without the identification of suitable sites, the Council would have difficulties in resisting proposals for sites coming forward through the development management (including appeal) process regardless of their locations.

Reference was also made to the fact that Gypsies & Travellers were covered as a 'protected group' from discrimination under the Equalities Act 2010. The consultation draft had therefore been subjected to an Equalities Impact Assessment.

The Chairman invited comments from Councillors and members of the public. Arising from this, the following views were expressed as follows:

#### Site at Seven Acres Farm, Hever Road, Edenbridge

The field in question appeared capable of accommodating additional pitches (i.e. besides the 7 temporary pitches which were there at the moment);

#### Site at Malt House Farm and land adjacent to Valley Park South (both Lower Road, Hextable)

The proposed potential allocations were inappropriate for the village;

#### Land east of Knockholt Station, London Road, Halstead

There were a number of sites in the area representing an unacceptable density of provision;

#### Holly Mobile Home Park, Hockenden Lane, Swanley

Reference in the report to the site not being in an Air Quality Management Area should be checked. [A Councillor asserted that this aspect of the report was incorrect]. The site

**Local Planning and Environment Advisory Committee - 25 March 2014**

was adjacent to the A20, not the M25. Some of the current residents do not meet the local housing needs criteria. Swanley would be surrounded by traveller sites;

Site at Barnfield Park, Ash-cum-Ridley

Further provision of pitches would be incompatible with the Government's Planning Policy for Traveller Sites which advocated measures to: respect the interests of the settled community; reduce tensions in plan-making, ensure economic, social and environmental sustainability with accessible education, health, welfare and employment infrastructure; and relate pitch numbers to the circumstances of the specific site and the surrounding population's size and density. This was on the basis that:

- responses to the Ash-cum-Ridley 2013 Neighbourhood Plan questionnaire demonstrated a lack of support for and opposition to additional pitches;
- Ash has no public transport and was poorly connected with no vehicular access to The Street in Ash;
- there are no services in Ash to benefit the education, health, welfare or employment needs of the traveller community;
- there were some 65 residential properties in the core of Ash Village: Billet Hill and The Street, and the 35 pitch site at Barnfield Park already dominated the village. The site was already overdeveloped as a result of the present development exceeding that allowed by the planning permission for the site;
- the Government's guideline of 15 pitches as the optimal size for managing a site should relate to the total number of pitches on the whole site, not to the 8 newly proposed additional pitches

Land west of Enterprise Way, Edenbridge

The supplementary recommendation to remove this site from the consultation document (in light of the Planning Inspector's comments, as referred to above) was strongly supported;

Land south of Mesne Way, part of Timberden Farm, Shoreham

The site was wholly unsuitable for 15 pitches. It could be viewed from a well used footpath on the North Downs; the potential for screening was dubious. It had also suffered from flooding in the past. Shoreham was a small village with narrow roads (vehicular access to the sites via Filston Lane, not the High Street). The village school would become oversubscribed. The proximity within the Kent Downs AONB was especially significant. The pitches would be unsustainable and would have a negative impact on the village.

General comments

The clusters of potential allocations were too dense and should be distributed more evenly among other settlements to facilitate integration and to create more balanced communities. The management of sites was generally poor. There was inadequate infrastructure in rural locations. Some sites were close to the District's boundaries and the area of search for additional provision needed to be widened beyond this with neighbouring authorities being required to fulfil their 'Duty to Co-operate'.

## Agenda Item 3 Local Planning and Environment Advisory Committee - 25 March 2014

### Public Sector Equality Duty

Members noted that consideration had been given to impacts under the Public Sector Equality Duty.

Resolved: That it be recommended to Cabinet that

- a) subject to:
  - i) the deletion of the following sites
    - Malt House Farm, Lower Road, Hextable
    - Land adjacent to Valley Park South, Lower Road, Hextable
    - Land east of Knockholt Station, London Road, Halstead
    - Barnfield Park, Ash-cum-Ridley
    - Land west of Enterprise Way, Edenbridge
    - Land south of Mesne Way, part of Timberden Farm, Shoreham; and
  - ii) the inclusion of the Holly Mobile Home Park, Hockenden Lane, Swanley being conditional upon Officers confirming that the site is not located within an Air Quality Monitoring Area

the 'Gypsy and Traveller Plan – Site Options Consultation' and the 'Gypsy and Traveller Plan – Site Options – Assessments' (Appendices 1 and 2 to the report) be published for consultation (along with the Sustainability Appraisal) during a period to be agreed by the Portfolio Holder;

- b) the Portfolio Holder be authorised to agree minor presentational changes and detailed amendments to the consultation documents to improve their clarity; and
- c) the consultation document be published on the Council's website and made available for purchase in hard copy at a price to be agreed by the Portfolio Holder.

### 37. Community Infrastructure Levy (CIL) Governance

The Community Infrastructure Levy (CIL) would be payable in respect of qualifying developments permitted by the Council on or after 4 August 2014. This would be in accordance with the CIL Charging Schedule adopted by the Council on 18 February 2014. The Cabinet had tasked the Committee with developing governance arrangements for distributing CIL income to appropriate infrastructure projects. Arising from this, the Principal Planning Officer presented a report advocating a Member led process to enable such arrangements to be worked up.

The report explained that the CIL regime would largely replace Section 106 Agreements as the mechanism whereby Local Authorities secured funding for local infrastructure. Unlike the S.106 regime, CIL receipts did not necessarily need to be spent on projects directly related to the developments that paid them. The Committee was also reminded that Town and Parish Councils would receive 15% or 25% of CIL collected from their

areas, depending on whether or not the Councils concerned had adopted Neighbourhood Plans.

The report addressed issues which the Council would need to consider when prioritising the distribution of CIL funding, including the scope for ranking the relative importance of the different types of infrastructure projects and/or identifying criteria against which competing schemes would be assessed. The following related issues would also have to be addressed:

- whether residents should be consulted about the infrastructure project assessment process;
- the possible merits of separating CIL payments into 'local' and 'strategic' funding pots according to a priority based split (i.e. whereby local funds could be spent on infrastructure in the vicinity of associated developments and strategic funds pooled for more substantial infrastructure schemes);
- the need to enable the Council to react to 'windfall housing developments' not already identified within the Allocations and Development Management Plan;
- the Council's willingness to transfer a fixed amount or proportion of CIL per annum to partner organisations to deliver specific projects;
- arrangements for delegating the power to spend CIL;
- the need to allow CIL to be paid by instalments to help maintain the financial viability of larger residential developments.

Members expressed the view that, as far as delegation arrangements were concerned, it would not be appropriate for individual Officers or Members to be given powers to spend CIL money. A Member level Committee was identified as the most suitable option.

It was agreed that Local Planning and Environment Advisory Committee members should be given the opportunity to debate these issues in greater detail at a future workshop. A date for this would be scheduled once the timetable of meetings and Committee membership for 2014/15 had been determined. July was identified as the preferred month for the workshop.

#### Public Sector Equality Duty

Members noted that consideration had been given to impacts under the Public Sector Equality Duty.

Resolved: That a separate CIL workshop, consisting of all Local Planning and Environment Advisory Committee Members who wish to attend, be arranged in Summer 2014 to consider CIL governance issues in more detail and begin to develop recommendations for how the spending of CIL should be prioritised and a report brought back to a future meeting of the Committee for consideration.

## Agenda Item 3

### Local Planning and Environment Advisory Committee - 25 March 2014

#### 38. Enforcement Charter

The Acting Planning Service Manager introduced a draft Enforcement Plan for the District which sought to raise awareness of the Council's Planning Enforcement Service and what stakeholders were entitled to expect from it. The Plan would:

- fulfil one of the objectives of the Council's Improvement Plan for the Planning Service; and
- accord with the National Planning Policy Framework and the Government's recently published Planning Practice Guidance.

The draft Plan set out the principles of the Planning Enforcement Service and explained how complaints against alleged breaches of planning control would be dealt with. The various enforcement options / powers at the Council's disposal were identified within the Plan, together with the basis for deciding which ones to exercise in response to proven breaches.

It was intended to consult the local community and other stakeholders on the draft Plan and to publish the final version as an eye catching, user friendly document.

The draft Plan acknowledged that, in certain circumstances, it would not be expedient or in the public interest to pursue retrospective planning applications. In this respect, the Committee considered that the Plan should emphasise the potentially negative consequences for homeowners etc of not having planning permission for applicable developments.

#### Public Sector Equality Duty

Members noted that consideration had been given to impacts under the Public Sector Equality Duty.

Resolved: That, subject to the insertion of additional text to explain the importance of applying for planning permission and the potential ramifications for homeowners etc. of not doing so, the Local Enforcement Plan, as set out as Appendix A to the report, be agreed for consultation.

#### 39. Work Plan

A Work Plan for the Committee's July, September and November 2014 meeting was agreed as follows:

- July  
Allocations and Development Management Plan  
Local Development Scheme  
Green Belt Supplementary Planning Document  
Pest Control - review of tender results  
Westerham Conservation Area Management Plan



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- September  
Local Enforcement Plan  
CIL Governance  
Statement of Community Involvement
- November  
Gypsy & Traveller Plan  
Climate Change update  
Sustainable Drainage

The footnote on the tabled plan regarding affordable housing contributions had been superseded.

THE MEETING WAS CONCLUDED AT 9.30 PM

CHAIRMAN

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## **CONFIRMATION OF WORKING GROUP**

### **Local Planning & Environment Advisory Committee – 1 July 2014**

Report of Chief Officer Legal and Governance

Status: For Decision

Key Decision: No

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**Portfolio Holder** Cllr. Piper

**Contact Officer** David Lagzdins Ext. 7350

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**Recommendation to Local Planning & Environment Advisory Committee:** That Members agree terms of reference and membership of a Squaring the Housing Circle Working Group to report to the Advisory Committee on using the planning system to provide more properties of the type needed within the District.

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**Reason for recommendation:** to enable a small working group of Members to meet more frequently and report back to the Advisory Committee on its findings for consideration.

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#### **Introduction and Background**

- 1 During the last municipal year a joint working group was proposed between the Housing & Community Safety and Local Planning and Environment Advisory Committees. It is necessary for the Committee consider the terms of reference and membership.

#### **'Squaring the housing circle, Joint Working Group with Housing & Community Safety Advisory Committee**

- 2 At the meeting of the Housing and Community Safety Advisory Committee held on 11 February 2014 (Minute 30) it was resolved that a joint working group with the Local Planning & Environment Advisory Committee be set up to consider Squaring the Housing Circle in using the planning system to provide more properties of the type needed within the District; that it consist of four Members, two from each Advisory Committee; and that Councillors Mrs Clark and Mrs Ayres be the Members from the Housing and Community Safety Advisory Committee.
- 3 At its meeting on 17 June 2014 the Housing & Community Advisory Committee reconfirmed the working group and terms of reference and agreed to add a further member. The membership now stands as Councillors Mrs Ayres, Mrs George and Mrs Parkin. It was therefore agreed that the membership be increased to 6 to allow this Advisory Committee to also appoint up to three members.

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- 4 Councillors Searles and Williamson have previously volunteered to attend meetings of the working group on behalf of this Advisory Committee.
- 5 Both Councillors are still members of this Advisory Committee.

### **Key Implications**

#### Financial

None directly arising from this report.

#### Legal Implications and Risk Assessment Statement

Working groups are constituted for the municipal year. Members would only be allowed to claim travel expenses for formally constituted working groups.

#### Equality Impacts

Consideration of impacts under the Public Sector Equality Duty:		
Question	Answer	Explanation / Evidence
a. Does the decision being made or recommended through this paper have potential to disadvantage or discriminate against different groups in the community?	No	
b. Does the decision being made or recommended through this paper have the potential to promote equality of opportunity?	No	
c. What steps can be taken to mitigate, reduce, avoid or minimise the impacts identified above?		

### **Conclusions**

Members should consider whether they wish the working group to continue to meet, agree the membership and confirm the terms of reference.

#### **Background Papers:**

[Housing & Community Safety Advisory Committee – 11 February 2014 - Minutes](#)

**Christine Nuttall**  
**Chief Officer for Legal and Governance**

## **PEST CONTROL SERVICE – RESULTS OF COMPETITION EXERCISE**

### **Local Planning and Environment Advisory Committee – 1 July 2014**

Report of Chief Officer Environmental and Operational Services

Status: For recommendation to Cabinet

Also considered by: Cabinet – 17 July 2014

Key Decision: No

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**Executive Summary:** Following the decision of Cabinet on 5 December 2013 the Pest Control Service has been exposed to competition with quotations invited to be submitted by 4 June 2014. This report details the outcome of the competitive process and recommends a way forward for future service delivery.

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**This report supports the Key Aim of** Safe and Caring Communities, Greener and Healthy Environment and Effective Management of Council Resources.

**Portfolio Holder** Cllr. Robert Piper

**Contact Officer(s)** Ian Finch – Head of Direct Services Tel: 01959 567351

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#### **Recommendation to Advisory Committee:**

It be resolved that it be recommended to Cabinet, that following the evaluation of the competition exercise for the Pest Control Service, the service continue to be delivered by Sevenoaks Direct Services.

#### **Recommendation to Cabinet:**

It be resolved that following the evaluation of the competition exercise for the Pest Control Service, the service continue to be delivered by Sevenoaks Direct Services.

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**Reason for recommendation:** Following the evaluation of the competition exercise, the offer made by Sevenoaks Direct Services provides the most economically advantageous tender.

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#### **Introduction and Background**

- 1 At the Cabinet meeting on 5 December 2013, following a recommendation from the Local Planning and Environment Advisory Committee at its meeting on 19 November 2013, it was resolved that the Pest Control Services be exposed to competitive tender, for a three year contract and that the results of the tender be reported to the Planning and Environment Advisory Committee for consideration.

## Agenda Item 9

- 2 Quotations for the provision of Pest Control Services were invited from companies or persons experienced in the provision of Pest Control Services for return by 4 June 2014. The quotations were opened by the Portfolio Holder on 4 June 2014. A quotation was submitted by the in-house Pest Control team (Direct Services).

### **Evaluation of Quotations**

- 3 In evaluating the quotations received the following were considered, in descending order of priority:
- i) Price
  - ii) Compliance with specification
  - iii) Technical merit and quality factors
  - iv) All information supplied by the provider in support of their application including method statement and questionnaire.
  - v) Acceptance of contract conditions
  - vi) Completeness of response
    - (a) Assessed completeness of response
    - (b) Assessed capability of the provider to support all elements of the contract.

### **Weighting**

- (i) Value for money – 60%
  - (ii) Completeness of response, technical merit, assessed capability, concessionary rates, questionnaire responses and any other relevant information – 40%.
- 4 The invitation for quotations was advertised externally on the South East Business Portal.
- 5 A full copy of the tender documentation, including service specification is provided as an appendix. The quotation is based on the provider setting and retaining all charges for pest control treatments.
- 6 The quotation could be a charge, or payment, to the Council for providing the service.

### **Quotation Evaluation Results**

- 7 Three quotations were received from:
- MITIE Pest Control
  - Noah's Ark Environmental Services
  - Sevenoaks Direct Services
- 8 The summary of the results are provided as an appendix. The max score available was 305 points with 183 (60%) on price and 122 (40%) on other factors, compliance, technical merit etc.

9 The results were as follows:

First -	Sevenoaks District Services	228 points (75%)
Second -	MITIE Pest Control	226 points (74%)
Third -	Noah's Ark Environmental Services	203 points (67%)

10 It should be noted that the quotation submitted by Sevenoaks Direct Services was for a charge of £7,000 per annum whereas the quotation for MITIE Pest Control offered a small payment to the Council for each treatment provided. For example £9 for all wasp treatments or £24 for all rat treatments. However, this had to be evaluated alongside the charges quoted by the provider to the customer. For example, MITIE's charge for a rat or mice treatment is 31% higher than Direct Services' charge and 20% higher for a bedbug treatment.

11 Accepting this quotation would increase the charges for several pest control treatments (particularly rats and mice) to residents of the District.

12 If it was agreed to move to an external contract arrangement for delivery of the Pest Control Service, particularly where payments will be due to the Council, officers will be obliged to oversee the contractors performance in delivery of the service and ensure receipt of all due payments in accordance with Contract and Finance procedure rules. It would be necessary to validate payment/treatment data supplied by the contractor and to retain accurate records to support an audit trail.

13 The in-house service provision carries low support overheads. Apart from direct employee, treatment supply costs and transport operating costs there is an annual charge for the depot and fixed transport charges as well as an administrative support charge equivalent to 1.5 hours/month. No other officer time is recovered from the pest control service account. Therefore there is no budget provision for the enhanced level of officer time necessitated by appointment of an external service provider.

14 Annual savings realised less income lost through cessation of in-house service:

Budgeted 2014/15 operating expenditure saved = £75,805 /annum

Budgeted 2014/15 pest control income to Direct Services = £67,686 /annum

£8,119 /annum

15 Costs currently recovered through in-house service provision that will remain:

Depot Recharge = £2,500.00 /annum

Unrecovered Fixed Transport charges = £4,361.12 /annum

Administrative support as 1% proportion of officer salary = £270.00 /annum

£7,131.12 /annum

## Agenda Item 9

### 16 Additional contract support costs:

Administrative support =	2 days/month	£2,700	/annum	
Finance & Admin Manager =	1 hr/week	£1,405	/annum	
Head of Service =	1 hr/month	£440	/annum	
		<table border="1"><tr><td>£4,545.00</td></tr></table>	£4,545.00	/annum
£4,545.00				

Estimated additional contract support costs = 

£3,557
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### 17 Contract Income:

Estimated income from external provider = 

£9,981.00
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 /annum

Est. income less estimated additional contract support costs = 

£6,424
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 /annum

18 Therefore it can be seen that if the contract was awarded to an external provider, costs would remain to the Council of £3,557.

19 Receiving an income of £9,981 (estimated) per annum would be offset by a saving of only £6,424 to the Council.

## Key Implications

### Financial

In addition to the financial implications mentioned above relating to awarding the contract to an external provider, if Sevenoaks Direct Services cease providing the service redundancy costs amounting to £28,269 would be applicable if the two existing pest control officers were paid redundancy payments.

Although the Pest Control Services trading account realised a deficit of £17,010 in 2013/14 this was easily absorbed in the overall Direct Services trading accounts which realised a surplus of £229,768 in 2013/14.

In the current year (2014/15) – April to May 2014, the surplus realised on the trading accounts is £71,166.

### Legal Implications and Risk Assessment Statement.

There is no statutory duty to provide a Pest Control Service, although the Council does have duties under the Prevention of Damage by Pests Act 1949, to take such steps as are necessary to secure, as far as practicable, that the District is kept free from rats and mice.



Ceasing the existing in-house service would result in higher charges being made for certain Pest Control treatments, particularly rats and mice, to the residents of the Sevenoaks District.

### Equality Impacts

Consideration of impacts under the Public Sector Equality Duty:		
Question	Answer	Explanation / Evidence
a. Does the decision being made or recommended through this paper have potential to disadvantage or discriminate against different groups in the community?	Yes	Ceasing delivery of the service may have a detrimental effect on residents receiving means tested benefits as discounts may not be available leading to pest infestations remaining untreated for families on low incomes.
b. Does the decision being made or recommended through this paper have the potential to promote equality of opportunity?	No	
c. What steps can be taken to mitigate, reduce, avoid or minimise the impacts identified above?		The competition process allowed providers to offer discounts on treatment prices for residents on means tested benefits.

### **Conclusions**

The quotation offered by Sevenoaks Direct Services is the most economically advantageous tender of the three quotations received.

There is no statutory duty to provide a Pest Control Service.

Moving to an external provider would result in increased charges for certain pests for the residents of the District.

Awarding a contract where payments will be due to the Council would require resources to be allocated to oversee the contractors performance in delivery of the service and ensure receipt of all due payments.

### **Appendices**

Appendix A – Tender Documentation

Appendix B – Quotation Score Summary

### **Background Papers:**

Full Quotation Evaluation

[Report to Local Planning and Environment Advisory Committee – 19 November 2013](#)

**Richard Wilson**  
**Chief Officer Environmental and Operational Services**





## Quotation for the provision of Pest Control Services

Prepared by:

Sevenoaks District Council  
Direct Services  
Dunbrik Depot  
2 Main Road  
Sevenoaks  
Kent  
TN14 6EP

June 2014

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## SEVENOAKS DISTRICT COUNCIL

INVITATION TO QUOTE FOR THE PROVISION OF PEST CONTROL SERVICESGeneral Information and Instructions for QuotingInvitation to Quote

1. Sevenoaks District Council (the Council) invites quotations from companies or persons experienced in the provision of pest control services.
2. The Council requires the provision of chargeable pest control services to residents of the Sevenoaks District Council area in accordance with the detailed specification attached hereto.
3. Companies or persons selected to submit quotations are advised to ensure that they are fully familiar with the nature and extent of the obligations required of them. Any claim for under-recovery shall be rejected without consideration.
4. Should a person selected to submit a quotation be in doubt as to the interpretation of any part of the quotation document they should contact the nominated officer, the Head of Direct Services (Ian Finch) who will endeavour to answer written enquiries prior to such quotations being submitted. Ian Finch can be contacted by email at [ian.finch@sevenoaks.gov.uk](mailto:ian.finch@sevenoaks.gov.uk) or by telephone on 01959-567350.
5. Every quotation received by the Council shall be deemed to have been made subject to the terms and conditions of the quotation documents unless the Council shall previously have expressly agreed in writing to the contrary. Any alternative terms or conditions (which must be submitted on a separate form) offered on behalf of a provider shall if inconsistent with the terms and conditions of the quotation documents be deemed to have been rejected by the Council unless expressly accepted in writing.
6. No servant or agent of the Council has authority to vary or waive any part of the quotation documents other than the Authorised Officer nominated by the Council and who shall do so only in writing.
7. Preparation of Quotation  
It is the responsibility of Providers to obtain for themselves at their own expense all information necessary for the preparation of their quotations.
8. Information supplied by the Council (whether in these quotation documents or otherwise) is supplied for general guidance in the preparation of the quotation. Providers must satisfy themselves by their own investigations with regard to the accuracy of any such information and no responsibility is accepted by the Council for any inaccurate information obtained by Providers.
9. All information contained in this Quotation (and associated documentation) or in connection with this Invitation to Quote shall be regarded as confidential by the Provider and the Council, except where such disclosure is necessary by the Council pursuant to the Council's obligations under the Freedom of Information Act 2000 or such information is disclosed by the Provider for the purpose of obtaining guarantors and quotes necessary for the preparation of the quotation. Providers should indicate in their quotation response, areas that they consider are confidential.
10. The quotation documents are and shall remain the property of the Council and must be returned upon demand.

11. Quotations must be submitted for the provision of all the services as detailed in the Specification and upon the terms set out in the Contract. Quotations for part only of the specification will be rejected.
12. The Quotation should be made on the Forms of Quotation incorporated herein. They should be signed by the Provider and submitted in the manner and by the date and time stated in condition 19.2 below. The Provider must also sign and submit:
  - 12.1 the Certificate that the Quotation is bona fide duly signed;
  - 12.2 the completed Questionnaire (and all documents incorporated therein);
  - 12.3 the completed Method Statement.
13. All documents requiring a signature must be signed;
  - 13.1 where the provider is an individual, by that individual;
  - 13.2 where the provider is a partnership, by two duly authorised partners;
  - 13.3 where the provider is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.
14. The Provider will supply an itemised quotation showing the costs chargeable to the customer for the required pest control services as well as the amount of any concessionary rates to be offered for those on recognised benefits.
15. The Council will look to accept the most economically advantageous compliant Quotation but the Council is not bound to accept the lowest or any quotation.

16. Evaluation of Quotations:

In evaluating quotations the Council will consider the following in descending order of priority, where possible:

- (i) Price,
- (ii) Compliance with specification,
- (iii) Technical merit, and quality factors,
- (iv) All information supplied by the Provider in support of their application including Method statements and Questionnaire.
- (v) Acceptance of Contract conditions.
- (vi) Completeness of Response
  - a) Assessed completeness of response.
  - b) Assessed capability of the Provider to support all elements of the Contract

16.1 Weighting

- (i) Value for Money: 60%
- (ii) Completeness of response, technical merit, assessed capability, concessionary rates, questionnaire response and any other relevant information: 40%

## 16.2 Evaluation Process

- (i) Officers appointed on behalf of the Chief Executive of the Council will undertake the evaluation process and their recommendation will be reported to the Council's Environment Portfolio-holder for a decision on the preferred supplier.
- (ii) The evaluation process will commence after the quotation return date.
- (iii) The Provider may be asked to supply details of other public authorities that they have provided pest control services for.

17. The successful provider will be required to execute a formal Agreement incorporating as a minimum the conditions set down in the form attached hereto.

18. Until the execution of that formal Agreement the matter will remain subject to contract.

## 19 Quotation Submission

19.1 The Quotation should be made on the Forms of Quotation incorporated herein. It should be signed by the Provider and submitted in the manner and by the date and time stated below with the following additional documentation:

19.2 This quotation must be placed in a plain sealed envelope bearing no other markings. The potential Provider should stick the yellow label marked "Quotation for Pest Control Services" provided on the front of the envelope having first removed a small corner of the label and adhered it to the rear of the envelope. Quotations must then be sent by registered post, recorded delivery or delivered by hand to the Democratic Services Manager, Sevenoaks District Council, Council Offices, Argyle Road, Sevenoaks, Kent, TN13 1HG, so as to arrive no later than midday on the 4th day of June 2014.

20. The Council will not consider requests for extension of the closing date and time specified.

21. The Council may at its own absolute discretion extend the closing date and time specified.

22. The Provider is expected to keep his quotation valid for acceptance for a period of 90 days from the quotation return date.

23. The Provider should detail any additional services that they offer on a separate submission.

24. The successful Provider will be required to commence delivery of the specified Pest Control services no later than 1st October 2014.

25. The Provider is required to complete the Method Statements attached hereto in order to illustrate how they will comply with the quotation requirements and specification.

26. Completion of the attached questionnaire is required.

27. The Certificate that the Provider is bona fide duly signed

28. The Council reserves the right to disregard quotations that are submitted incorrectly.

## 29. Basis of Quotations:

Quotations are invited from external Providers (advertised externally South East Business Portal) and the Council's own Direct Services Organisation on the basis that: -

29.1 The Council consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the Regulations) may apply to any externally successful provider. If that is the case the undertaking will transfer, and the

Council's employees engaged on the Service will transfer to the successful Provider pursuant to the Regulations.

- 29.2 The successful Provider will be required to interview and consider for employment any of the Council's existing staff who want to be employed by it.
- 29.3 The successful Provider will be required to give details of the terms of the employment that they would be prepared to offer to those of the Council's existing staff who elect to leave the Council's service and join the successful Provider.
- 29.4 As stated potential Providers are advised that that the Regulations may apply to this service. Providers should seek their own legal advice in this regard. In the event of the Regulations applying to the service the Provider will assume the risk of and will be presumed to have knowledge of the consequences of the application of the Regulations.
- 29.5 If the Regulations are considered to apply the Provider will be expected to provide pension arrangements broadly comparable with the Local Government Pension Scheme.
- 29.6 The Council will (upon request) provide such information to a prospective Provider as it obliged to give to an employee under section 1 of the Employment Rights Act 1996 for any employees who may transfer as part of the service.
- 29.7 In the event that TUPE is considered to apply the Contract with the successful Provider will provide that the Provider shall be liable for and indemnify and keep indemnified the Council against any failure to meet all remuneration, benefits entitlements and outgoings for the Transferring employee{s}.

Potential Providers who quote for the service should note that the Council does not offer any indemnity to any person against any costs that may be incurred should the provisions of Acquired Rights Directive 77/187 and 2001/23 EC and the Regulations apply.

30. Health and Safety

The successful Provider shall be required to provide updated copies of its Health & Safety Policy and all relevant risk assessments and safe working practices.

31. Contract

The Council reserves the right to make changes of a minor drafting nature to the Contract documentation. Such changes will be accepted by the successful Contractor without reservation.



Declaration to be completed by Quotee.

Pursuant to the Public Contract Regulations 2006 (SI 2006 No 5) (the Regulations) and regulation 23 thereof a contracting Council shall treat as ineligible and shall not select an economic operator in accordance with the Regulations if the contracting Council has actual knowledge that the economic operator or its directors or any other person who has powers of presentation, decision or control of the economic operator has been convicted of any of the following offences—

1. Conspiracy within the meaning of section 1 of the Criminal Law Act 1977(a) where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA(b);
2. Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889(c) or section 1 of the Prevention of Corruption Act 1906(d);
3. The offence of bribery;
4. Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of—
  - (i) the offence of cheating the Revenue;
  - (ii) the offence of conspiracy to defraud;
  - (iii) fraud or theft within the meaning of the Theft Act 1968(a) and the Theft Act 1978(b);
  - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985(c);
  - (v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979(d) and the Value Added Tax Act 1994(e);
  - (vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993(f); or
  - (vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
5. Money laundering within the meaning of the Money Laundering Regulations 2003(g); or
6. Any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State.

Furthermore, paragraphs 3 and 4 of Regulation 23 state that;

7. A contracting Council may apply to the relevant competent authority to obtain further information regarding the economic operator and in particular details of convictions of the offences listed in paragraph (1) if it considers it needs such information to decide on any exclusion referred to in that paragraph.
8. A contracting Council may treat an economic operator as ineligible or decide not to select an economic operator in accordance with these Regulations on one or more of the following grounds, namely that the economic operator—

- 8.1 being an individual is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986(h), or article 242 of the Insolvency (Northern Ireland) Order 1989(i), or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;
- 8.2 being a partnership constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate;
- 8.3 being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002(a) has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state;
- 8.4 has been convicted of a criminal offence relating to the conduct of his business or profession;
- 8.5 has committed an act of grave misconduct in the course of his business or profession;
- 8.6 has not fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- 8.7 has not fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- 8.8 is guilty of serious misrepresentation in providing any information required of him under this regulation.

This summary is intended as a guide only and organisations should refer to the relevant statute for further guidance on ineligibility. The Council may request further information from the organisation or from competent authorities if such information is required to decide on any exclusion referred to above.

### Declaration

I can confirm that the organisation is not ineligible to quote under the Public Contract Regulations 2006, regulation 23(1), nor are there grounds upon which the Council could treat the organisation as ineligible under 23(4) and that I have checked that all questions have been answered where applicable and the supporting documents are enclosed as requested.

Where the organisation considers it may either be ineligible under Regulation 23(1) or grounds may exist under Regulation 23(4) the contracting Council will require the economic operator to provide such information as it needs upon the Quote submission to enable the Council to make an evaluation. Subsequent discovery by the Council of any non-disclosure will be grounds for the Council to set aside any contract award decision or to terminate the Contract should they choose to do so.

- a. We quote to provide the Services in accordance with the details set out in this quote.
- b. We agree that this quotation, together with the Councils written acceptance will constitute a contract between us. We undertake that this quote remains open as an offer of contract for a period of 90 days.

- c. We confirm that the prices set out in this quote exclude VAT.
- d. We certify that this is a bona fide quotation and that we have not fixed or adjusted the amount of the quote in accordance with any arrangement with any third party.
- e. We certify that we have not done and we agreed not to do at any time before the quotation closing date any of the following:
  - i) communicating to any person the amount or approximate amount of the quotation except where the confidential disclosure of the amount of the quotation is necessary to obtain insurance quotations required in connection with the preparation of the quotation;
  - ii) entering into any agreement or arrangement with any other person or organisation that he/it should refrain from quoting or as to the amount of any quotation to be submitted; or
  - iii) pay, give offer to pay or give any sum of money, inducement or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other quotation or proposed quotation for supplies any act or thing of the sort described at i) or ii) above.
- f. We further certify that the principles described in paragraphs e. (i) (ii) and (iii) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the quotation and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
- g. In this certificate, the word “individuals” includes any individuals and any body or association, corporate or unincorporated; “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not; and “the Supplies” means the Goods and/or services in relation to which this quotation is made.
- h. I further certify that the information supplied in the Pre Qualifying Questionnaire is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the questionnaire. I understand and accept that false information could result in rejection of our application to quote.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

\_\_\_\_\_

Duly authorised to certify the contents of this Declaration for and on behalf of:

(Company Name) \_\_\_\_\_

Postal Address

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SEVENOAKS DISTRICT COUNCIL

FORM OF QUOTATION

FOR THE PROVISION OF PEST CONTROL SERVICES

To: The Chairman and Members of the Sevenoaks District Council

I/We the undersigned having examined the Specification, conditions of Contract and other documents annexed hereto for the provision of pest control services hereby offer to provide the services in accordance with the said Specification, and Conditions of Contract commencing 1<sup>st</sup> October 2014.

My/Our quotation is for the following price (exc. VAT) being a Charge\* or Payment\* to the Council

\* Please delete the non-applicable

Provision of Pest Control Services per annum. *Note: The Provider may refer to the Price Schedules at the end of this document*

£	
---	--

I/We undertake to begin mobilisation to commence service provision from 1<sup>st</sup> October 2014 immediately the Council give their written authority to commence work.

I/We declare that this offer is open for acceptance for a period of 90 days from the date of the quotation.

I/We understand that the Council is not bound to accept the lowest or any quotation which may be received and until a formal agreement is concluded between the Council and the successful provider the matter remains subject to contract.

Quotees Signature: .....

Print name(s) in full:.....

Date:.....

Name and Address of firm: .....

.....

.....  
This Form of Quotation and all accompanying documents shall be enclosed in a sealed envelope giving no indication either in franking or otherwise of the identity of the sender. The Quotee should stick the yellow label provided endorsed "Quotation for Pest Control Services" on the front of the envelope having first removed a small corner of the label and adhered to the rear of the envelope. Such envelope is to be delivered to the Democratic Services Manager, Sevenoaks District Council, Council Offices, Argyle Road, Sevenoaks, Kent, TN13 1HG by no later than midday on the 4th day of June 2014.

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SEVENOAKS DISTRICT COUNCIL

METHOD STATEMENT

**Provision of Pest Control Services**

Please state whether or not you can comply with all the requirements of the Specification as listed on pages 48-57 of this document.

Please confirm compliance: Yes/No\*

\* Please delete the non-applicable

If No, specifically detail requirements your organisation cannot comply with:  
Please use a separate sheet if necessary.



## QUOTATION

## QUESTIONNAIRE



## QUESTIONNAIRE

## INSTRUCTIONS FOR COMPLETION

The information disclosed in this form will be used in the evaluation process. Any invitation to quote based on this questionnaire, however, does not imply any representation by the Council as to your financial stability, technical competence or ability in any way to carry out the Services. The right to return to these matters as part of the formal quotation evaluation process is hereby reserved to the Council.

1. Please note that whenever used in this questionnaire, the term “Firm” refers to a sole proprietor, partnership, incorporated company, co-operative, as appropriate, and the term “Officer” refers to any director, company secretary, partner, associate or other person occupying a position of authority or responsibility within the Firm.
2. Unless instructed otherwise when answering the questions, please give details which specifically relate to your Firm, not to the whole of the group if your Firm forms part of a group.
3. Please answer all questions as indicated, continuing on a separate sheet of paper if necessary. Each such sheet and all supporting documents sent should be clearly marked with the numbers of the sections and questions to which they relate.
4. Please do not include general marketing or promotional material for your Firm, either as answers to any of the following questions, or for any other reason.
5. The Specification which was advertised under the provisions of the Local Government Act 1988 details the Council’s requirements for the Services to be performed. This should be borne in mind when answering the questions and should resolve any ambiguities.
6. The completed questionnaire must be returned, together with the quotation and supporting documents in a plain unmarked envelope using the provided address label.

SECTION A - THE IDENTITY OF THE APPLICANT

1. Name and address of your Firm. This should be the Firm which will submit the quotation, if it is selected. (See Instructions for Completion on page 1 for the definition of "Firm").

2. Details of any other relevant addresses. You should state, for example, the registered office and/or other premises from which you propose to administer this Contract.

3. Name of person making application on your behalf, and their position in the Firm.

4. Address for correspondence and telephone and fax number.

5. Are you a sole trader, partnership, company or other body? Please specify.

6. List the full names of every Officer. (See Instructions for Completion on page 1 for the definition of "Officer").

- 7. Have any of the **Officers** been bankrupt or involved in any Firm which has gone into liquidation or receivership? (If so, please give details).

- 8. Has any Officer been employed by this Council? (If so, please give details).

- 9. Please state if any Officer has a relative(s) who is a Member of or is employed by the Council at a senior level. (If so, please give details).

- 10. Please state the names of Officers of your Firm who have any involvement in other Firms who provide services to the Council.

**Questions for partnerships and sole traders**

**Partnerships only**

- 11. Please give the full names (including all forenames) of all equity partners.

- 12. What is the total number of partners?

Partnerships and sole traders

13. When was the Firm formed?

14. Is the Firm a member of a group including other Firms?

15. If yes, please give the names and addresses of all the other members of the group; where a partnership, the total number of equity partners in each Firm; the date when those Firms were formed; and full details of the structure of the group indicating, for example, whether it is a partnership itself or a collection of separate partnerships sharing services.

Questions only for companies

16. Registration number, and date of registration under the Companies Act 1985 or (if applicable) the Industrial Provident Societies Acts 1965 to 1978.

17. If your Firm is a member of a group, please describe (with a diagram if necessary) its relationship with the group.

18. If your Firm is a member of a group, please state the names and addresses of the ultimate holding company and all other subsidiaries.

19. Would the group or the ultimate holding company be prepared to guarantee, as its subsidiary, your Firm's contract performance?

YES	
NO	

Tick as appropriate

**SECTION B - FINANCIAL STANDING**

1. What is the name of the person in the Firm responsible for financial matters? What position does that person hold?

--

2. Please enclose copies of all audited accounts and annual reports for the last three full years of trading as submitted to the Inland Revenue. Please ensure that these include:-
- (a) balance sheet
  - (b) profit and loss accounts or income and expenditure accounts
  - (c) full notes to the accounts
  - (d) managing partner's or director's report, and auditor's report.

Enclosed	YES	
	NO	

Tick as appropriate

3. If the accounts you are submitting include none for a financial year ending less than 10 months ago, can you confirm that the trading position now is similar?

--

4. If no, please give full details.

--

5. If yes to 3, please enclose a statement of turnover since the last published accounts.

Enclosed	YES	
	NO	

Tick as appropriate

6. Please provide the name and address of your bankers at paragraph 12 below, and confirm by means of a letter on your headed notepaper in the form set out in Schedule 1, signed by an authorised signatory, that we may obtain references from them.

Enclosed	YES	
	NO	

Tick as appropriate

7. Please provide details of your Firm’s current turnover for each type of work in which you are interested.

--

8. Please give details on a separate sheet, of any outstanding claims or litigation against the Firm.

Enclosed	YES	
	NO	

Tick as appropriate

**Taxation**

9. VAT Registration Number

--

**Fraud**

10.1 Please state whether any Directors (including Company Secretary) or any other person who have control within the Firm have ever been convicted of any of the following offences (unless they are spent convictions within the meaning of the Rehabilitations of Offenders Act 1974) :-

- Cheating the Revenue;
- Conspiracy to defraud;

- Fraud;
- Money laundering.
- Bribery

YES		NO	
-----	--	----	--

10.2 If the answer to 10.1 above is Yes, Please give details of the person, their position at the Firm, when the offence was committed and details of the offence.

**Insurance**

11. Please give details of insurance as indicated below, supplying in each case a copy of the policy held by you in relation to that insurance.

11.1 Employers Liability Insurance held.

INSURER	
POLICY NO.	
EXTENT OF COVER	
EXPIRY DATE	

Enclosed	YES	
	NO	

Tick as appropriate

11.2 Public Liability (Third Party) Insurance held.

INSURER	
POLICY NO.	
EXTENT OF COVER	
EXPIRY DATE	

Enclosed	YES	
	NO	

Tick as appropriate

11.3. Professional Indemnity Insurance held.

INSURER	
POLICY NO.	



EXTENT OF COVER	
EXPIRY DATE	

Enclosed	YES	
	NO	

Tick as appropriate

11.4 Please enclose full details of any claims in excess of (£15,000) made under your Firm’s professional indemnity policy within the last three years.

Enclosed	YES	
	NO	

Tick as appropriate

**Bank Details**

12 Please give the name and address of your firm’s bankers from whom references can be sought

**SECTION C - TECHNICAL CAPACITY AND ABILITY**

The following questions are intended to indicate your Firm's general technical capacity and ability. Where necessary, please expand your answers to cover any particular arrangements which would apply to some only of the work advertised, or to the different types of work in which you are interested.

1. Please indicate below the name and reference of the Contract for which you are applying.

2. Has your Firm ever suffered a deduction for liquidated and ascertained damages in respect of any contract within the last 3 years?

3. Has your Firm ever had a contract terminated or your employment determined under the terms of a contract?

4. Has your Firm ever not had a contract renewed for failure to perform to the terms of a contract?

5. Have any of your Firm's contracts ended early by mutual agreement following allegations of default on your Firm's part?

If the answer to any of questions 2-5 above is yes, please enclose details.

Enclosed	YES	
	NO	

Tick as appropriate

6. How has your Firm assessed the suitability and competence of the staff who will be allocated to this work? (Please specify. For example, job descriptions, qualifications, etc).

--

7. State the approximate number of your Firm’s staff who will be engaged in the specific type of contract for which you are applying.

Type of Staff	Numbers
* Equity partners or equivalent	
* “Salaried” partners or equivalent	
Professionals of more than 10 years post qualification experience	
* Professionals of more than 5 years post qualification experience	
* Trainee professionals, including part-qualifieds	

8. Ability and experience of similar work.

Please list below the full names, addresses and other details requested of principal organisations for which your Firm has provided Pest Control Services at any time during the three years beginning 1<sup>st</sup> April 2011

Name and Address of Organisation	Contact Name	Contract Reference	Quotation Price (£)	Value to Date (£)	Nature of Work	Date of Contract
1						

(NB. You may use additional sheets if necessary, but please mark clearly “Question 8”).

Name and Address of Organisation	Contact Name	Contract Reference	Quotation Price (£)	Value to Date (£)	Nature of Work	Date of Contract
2						
3						
4						
5						
6						

9. Complete the table below to show your Firm's annual turnover.

YEAR	ANNUAL TURNOVER
2010-2011	
2011-2012	
2012-2013	
2013-2014 (estimated)	

10. In relation to any work performed in the past by the staff who are likely to be allocated to the Council's work, has your Firm:

had a client refuse to pay a bill? (If so, please give details).

been the subject of judicial criticism or ordered to pay costs because of default of the Firm? (If so, please give details).

11. In the last five years have any adverse complaints been made against your Firm to any professional body in respect of any work of the Firm (ie not restricted to the staff or unit which could be performing this work)? (If so, please give full details).

12. Are any staff within the Firm (ie not restricted to the staff or unit which could be performing this work) subject to any qualification or limitation on their practising certificates? (If so, please give details).

13. Are any staff within the Firm (ie not restricted to the staff or unit which could be performing this work) currently acting or likely to act for clients who may wish to bring an action against the Council during the life of the Contract? (If so, please give details). Is any other work being undertaken or likely to be undertaken which could give rise to any other conflict of interest?

--

14. If yes to 13, please give details on a separate sheet of how you propose to handle these conflicts of interest?

Enclosed	YES	
	NO	

Tick as appropriate

15. Please enclose details of how your Firm will ensure that a quality service is delivered and maintained. Have you obtained, for example, certification under BS EN ISO9000 or some other similar quality assurance system?

Enclosed	YES	
	NO	

Tick as appropriate

16. Please enclose a statement detailing how your Firm deals with complaints.

Enclosed	YES	
	NO	

Tick as appropriate

17. Please enclose details of how your Firm would deal with conflicts of interest were any to arise during the course of the Contract.

Enclosed	YES	
	NO	

Tick as appropriate

18. Please **enclose** a statement explaining how you would organise your Firm in order to deliver this particular type of service to the Council. Attach any diagrams which help to explain your approach. Show how this type of work, and your potential for the Council's work, relate to your business and market development plans.

Enclosed	YES	
	NO	

Tick as appropriate

SECTION D - EQUAL OPPORTUNITIES

Questionnaire

<p>6 Do you have an equal opportunities or 'equality policy'?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Please provide a copy of your policy</p>
<p>7 Is it your policy as an employer to comply with your statutory obligations under the current legislation relating to equality and accordingly, your practice not to treat one group less favourably than others because of their gender, race, ethnic background, religion or belief, disability, sexual orientation or age, in decisions to recruit, train or promote employees?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>8 In the last three years has any finding of unlawful discrimination or other breach of the discrimination laws been made against your organisation by any court or industrial tribunal?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, what steps have been taken to address the findings?</p>
<p>9 In the last three years has your Company been the subject of a formal investigation by the former Commission for Racial Equality, the Disability Rights Commission, Equality Opportunities Commission or the current Equality and Human Rights Commission, on the grounds of alleged unlawful discrimination?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, what steps have been taken to address the findings?</p>
<p>10 Is your policy on equality opportunities set out:</p> <p>a. In instructions to those concerned with recruitment, training or promotion of employees?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please provide details</p> <p>b. In documents available to employees, recognised trade unions or other employee representative groups?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c. In recruitment advertisements or other literature?</p> <p>Yes <input type="checkbox"/> Yes <input type="checkbox"/></p> <p>If yes, please provide a copy of a recent recruitment advertisement</p>
<p>11 Do you observe as far as possible the relevant equalities and non-discrimination codes of practice?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>



**SECTION E - HEALTH AND SAFETY**

1. Has your Firm, during the last three years, been prosecuted for contravention of the Health and Safety at Work etc Act 1974, or equivalent national legislation? Has your Firm been the subject of a formal investigation by the Health and Safety Executive, or similar national body charged with enforcing health and safety standards? (If so, please give full details).

--

2. Give the name of the Officer or other person responsible for the implementation of your Firm's health and safety policy. Enclose a brief CV of this person.

--

Enclosed	YES	
	NO	

Tick as appropriate

3. If your Firm has more than five members of staff, please enclose a copy of the Firm's health and safety policy and/or other declaration, information, or instruction issued by your Firm, as necessary, to protect the health and safety of staff at work.

--

Enclosed	YES	
	NO	

Tick as appropriate

4. How are your health and safety policies and procedures conveyed to your staff and administered within your Firm? (Please supply details).

--

<b>Enclosed</b>	<b>YES</b>	
	<b>NO</b>	

Tick as appropriate

5. Please state the Firm's policy on the training of employees especially in relation to Health and Safety matters.

--

6. Does your Firm's Health and Safety Policy cover the following? Please enclose written details.

- (a) Procedures to be followed in case of emergency.

<b>Enclosed</b>	<b>YES</b>	
	<b>NO</b>	

- (b) Procedures for the reporting and recording of accidents and dangerous occurrences.

<b>Enclosed</b>	<b>YES</b>	
	<b>NO</b>	

- (c) First Aid and welfare provisions.

<b>Enclosed</b>	<b>YES</b>	
	<b>NO</b>	

- (d) Provision of appropriate protective clothing and equipment.

<b>Enclosed</b>	<b>YES</b>	
	<b>NO</b>	

7. Please enclose a Risk Assessment based upon the Service that is to be provided. To include the assessments required under COSHH Regulation where appropriate.

Enclosed	YES	
	NO	

SECTION F

**Sustainable Procurement – Environmental Questionnaire**

**Quotation for Provision of Pest Control Services**

**ENVIRONMENTAL REQUIREMENTS**

*Please answer the following questions with reference, where relevant, to the goods or services you would provide under this agreement*

1. Do you have a company environmental policy? YES/NO

*If yes, please attach a copy*

2. Do you have a dedicated Environmental Co-ordinator/Manager? YES/NO

3. Do you carry out environmental reviews or auditing? YES/NO

4. Are you accredited to ISO 14001/EMAS or equivalent? YES/NO

*If not ISO/EMAS please specify*

.....

5. Are you a member of an Industry Environment Association, Green Business Club, or similar business group tackling environmental issues? YES/NO

*If yes, please provide brief details*

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

6. Do you have an Environmental Management System or equivalent? YES/NO

*If yes, please provide brief details.*

.....

Signed:

.....

Position in company:

.....

Date:.....

**SECTION G - UNDERTAKING**

When you have completed the Questionnaire, please ensure that:-

1. you have answered all appropriate questions for each service in which you are interested;
2. you have **enclosed** all documents requested;
3. you have read and signed the section below.

The Specification has been considered by my Firm in completing this questionnaire and I certify that my Firm is interested in performing the services set out in it.

I certify that the information supplied is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the questionnaire. I understand and accept that false information could result in rejection of our application to quote.

I also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a Public Body. I also understand that any such action will empower the Council to cancel any Contract currently in force and will result in rejection of our application to quote.

**NB. This undertaking is to be signed by a partner or authorised representative in their own name on behalf of your Firm.**

Signed for and on behalf of the Firm:

Signed

Position/status in the Firm

Firm's name

Firm's address

Dated

Questionnaire - Schedule 1

Manager of

Dear Sir

**BANK REFERENCE FOR SEVENOAKS DISTRICT COUNCIL**

Our firm holds a number of accounts at your office under account references [ ] and has been asked to provide a bank reference to the above Council in respect of financial services which we are offering to that Council.

This letter hereby authorises you to provide full details of our accounts to that Council, together with a history of our banking record over the previous three years. It also authorises you to answer such other reasonable questions which they may ask for the purpose of assessing the financial and economic standing required of service providers to that local authority.

Yours faithfully

(Authorised signatory)

## CONTRACT

AN AGREEMENT made the            day of            Two Thousand and Fourteen BETWEEN THE DISTRICT COUNCIL OF SEVENOAKS of Council Offices Argyle Road Sevenoaks Kent TN13 1HG (hereinafter called “the Council”) of the one part and

{—————} whose registered office is {—————}  
 —————}(hereinafter called “the Service Provider”) of the other part

WHEREAS the Council require the provision of Pest Control Services as specified or described in the Specification which forms part of the Quotation attached hereto (hereinafter called “the Quotation”) such services to be delivered to residents of the district commencing the 1<sup>st</sup> day of October 2014. (“the Commencement Date”).

AND WHEREAS the quotation was submitted by the Service Provider to the Council and the Council has accepted the said quotation.

NOW IT IS HEREBY AGREED as follows: -

1. \*THE Service Provider shall provide the pest control services described in the quotation attached hereto) at the collective price of £{—————} exclusive of VAT (the Sum) subject to the conditions and stipulations set out or referred to in the said quotation and the Conditions of Contract herein contained for the term of three years from the Commencement Date unless previously determined under the provisions herein contained.
1. \*THE Council agrees to pay to the Service Provider on provision of the services specified the total sum of £{—————} plus VAT (the Sum) such Sum to be paid annually in arrears in quarterly instalments within two weeks of the presentation of each quarterly invoice following provision of the pest *control* services.

\* One provision will be deleted dependent upon the bid

**Provision of Services**

2. In consideration of the Council paying/receiving \*the Sum to/from\* the Service Provider the Service Provider shall provide the Pest Control Service in the Sevenoaks District with reasonable skill and care and in accordance with these terms and conditions and the attached documentation and shall provide properly skilled staff (including adequate supervision) and all necessary equipment chemical and materials used for such purpose.

**Contractual Documentation**

3. It is hereby agreed and declared that all the following documents shall form the Contract:-
  - 3.1 Quotation, Specification and Prices Schedule.
  - 3.2 Conditions of Contract attached hereto,
  - 3.3 Any variation agreed in writing between the parties hereto,
  - 3.4 The requirements of any relevant UK or EU statute, regulation, directives, standard code of practice or bye-law from time to time in force which is relevant to the Service.
  - 3.5 Any recommendations or representation reasonably made by the Council,
  - 3.6 Professional standards which might reasonably be expected of the Service Provider carrying out a pest control contract.

The documents referred to above have been read and construed as one with this Agreement and shall be as binding upon the Service Provider and upon the Council as if the same had been repeated herein.

**Staff**

4. The Service Provider will use reasonable endeavours to provide staff to carry out the Pest Control Service who are aged 18 or over and are (so far as reasonably possible) known to the Service Provider and in respect of whom character and employment references have been checked to ensure so far as is reasonably possible that they are reliable, discreet and honest. On the written request of the Council, the Service Provider will provide the Council with a list of the names of its staff working at any particular location, their duties, the dates and times when such staff shall be at any particular location and shall keep the Council informed of all changes in such staff.



### Health and Safety

5. So far as affects their staffs that perform the Pest Control Service, the Service Provider undertakes with the Council that (without limiting its duties to them) it will:
  - 5.1 in accordance with applicable law safeguard the health, safety and welfare of its staff and public in performing the Pest Control Service;
  - 5.2 bring to the notice of its staff the safety policies of both the Service Provider and the Council provided that the Council has notified the Service Provider of its safety policy in writing and in advance;
  - 5.3 provide reasonable information, training and supervision in safe working practices and the need to work safely; and
  - 5.4 have reasonable regard for the health and safety of those not employed by the Service Provider, but who may be affected by the Service Provider's work under this Agreement.

### Complaints

6.
  - 6.1 Any complaint received by the Service Provider about the performance of the Pest Control Service must be passed on in writing to the Council's Head of Direct Services within two working days of the occurrence complained about and the Service Provider will take reasonable action, without cost to the Council, to investigate and if justified (unless it reasonably considers that the complaint was not justified) take reasonable remedial action.
  - 6.2 In the absence of complaint it will be assumed that the Council is satisfied with the Service Provider's performance of the Pest Control Service however nothing in this clause shall act so as to waive or limit any right or remedy either Party may have under this Agreement or as may be provided by applicable law.

### Annual Percentage Increases

7.
  - 7.1 If the Service Provider has elected to annually increase the charges for the Pest Control Service the Service Provider may increase the same in accordance with the Prices Schedule by giving 90 days' written notice to take effect on the next due invoice after that period, but:

- 7.1.2 No such change shall be made within 12 months of the Commencement Date; and
- 7.1.3 The Council may terminate this Agreement by giving 60 days' notice in writing following written notification of intent to increase charges.

**Assignment**

- 8. The Service Provider may not without the prior written consent of the Council assign or dispose of the Pest Control Service or part with any interest in it, or grant any lease or license or delegate any of the rights conferred by it. The Service Provider will not engage 'self-employed' staff to work under the Pest Control Service but will provide employees engaged by it under service contracts.

**Exclusion of liability and indemnity**

- 9.
  - 9.1 To the extent permitted by applicable law, the Council disclaims all liability to the Service Provider in connection with the Service Provider's performance under this Agreement, including but not limited to liability for loss of profits and other consequential losses.
  - 9.2 Except in the case of death or personal injury caused by the Council's negligence, the liability of the Council under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the Sum paid or received for the Service.
  - 9.3 The Service Provider shall indemnify the Council in respect of all damage to any property or injury to or death of any person and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith which shall be occasioned by the negligence or wilful default of or breach of statutory duty by the Service Provider or any employee sub-contractor or licensee they may employ.

**Insurance**

- 10. Throughout the period of this Agreement the Service Provider shall maintain policies of insurance with a reputable insurance company in respect of public liability cover and employer liability cover, such cover to be not less than £5 million respectively or such other amounts as the Council may from time to time reasonably require and the Service Provider shall as and when reasonably required by the Council produce for inspection documentary

evidence that such insurances are being properly maintained and that payments have been made in respect of the last preceding premiums due thereunder.

#### Variation

11. This Agreement may only be amended in writing signed by duly authorised representative of each of the parties hereto.

#### Force majeure

12. Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

#### Gifts and inducements

13. If the Service Provider shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of this Contract or any other contract with the Council for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Council or if the like acts shall have been done by any person employed by the Service Provider or acting on the Service Provider's behalf (whether with or without the knowledge of the Service Provider) or it in relation to the Contract or any other contract with the Council the Service Provider or any person employed by the Service Provider or acting on the Service Providers behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the Council which shall have been exacted or accepted by such officer by virtue of his office or employment and is otherwise than such officer's proper remuneration the Council shall recover from the Service Provider the amount of any loss resulting from such termination.

**Grounds for termination**

14. In addition to and without prejudice to any other provisions of this Agreement the Council shall be entitled forthwith to terminate this Agreement upon the happening of the following events: -

14.1 The Service Provider commits any material breach of their obligations hereunder and does not remedy such breach within 21 days of a written notice by the council to do so.

14.2 The Service Provider becomes bankrupt or insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any parts of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets.

14.3 If the Service Provider fails to act in a diligent manner in providing a Pest Control Services in accordance with the Specification or as subsequently agreed with the Council's Head of Direct Services then the Council may give 21 days written notice in which to rectify the default that has occurred or determine this Contract forthwith.

14.4 Any termination of this Agreement (whether under this clause or otherwise) shall not relieve any obligation under this Agreement that is expressed to continue after termination.

**Skill and Care**

15. The Service Provider warrants to the Council that the Service Provider will exercise and will continue to exercise all proper skill care and diligence that may reasonably be expected of a professional company acting in the capacity of pest control service provider within the scope of the requirements and will comply in all respects with the terms of this Contract and Specification and the Council will be deemed to have relied and to rely upon the exercise of the Service Providers skill and care.

**Freedom of Information**

16.

- 16.1 The Service Provider acknowledges that the Council is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Council (at the Service Providers expense) to enable the Council to comply with these information disclosure requirements.
- 16.2 The Service Providers shall and shall ensure that any agreed sub-contractors shall: -
- 16.2.2 Provide the Council with a copy of all information in its possession or power in the form that the Council requires within five working days (or such other period as the Council may specify) of the person requesting that information; and
- 16.2.3 Provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in Section 10 of the Freedom of Information Act 2000 or any amendment or addition thereto.
- 16.3 The Council shall be responsible for determining at its absolute discretion whether:-
- 16.3.1 The information is exempt from disclosure under the Code of Practice on Access to Government Information the FOIA and the Environmental Information Regulations;
- 16.3.2 The information is to be disclosed in response to a request for information, and in no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by the Council.
- 16.3.3 The Contractor acknowledges that the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the Code of Practice on Access to Government Information, the FOIA, or the Environmental Information Regulations to disclose Information:-
- 16.3.4 without consulting with the Service Provider, or

16.3.5 following consultation with the Service Provider and having taken its views into account.

- 16.4 The Service Provider shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time. The Service Provider acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with the above clauses.

#### Data Protection

17.

17.1 The Service Provider's attention is hereby drawn to the Data Protection Act 1998 and to Directive 95/46/EC and any regulations implementing it (all referred to together as the Data Protection Requirements").

17.2 The Service Provider warrants that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with the contract and any information it may receive or acquire in connection with the Contract and ensure that the Council shall not be in breach of the Data Protection Requirements as a result of any act or omission of the Service Provider.

17.3 In particular without limitation the Service Provider shall:

17.3.1 Act only on instructions of the Council as data controller and take appropriate technical and organisational measures against accidental loss or destruction of and damage to any personal data

17.3.2 Not transfer any personal data outside the countries of the European Economic Area without and only to the extent of any written consent of the relevant data subject and the Council which may be refused at the contracting Council's sole discretion, and as required by Schedule 1 Part II of the Data Protection Act 1998 the Service Provider shall:

only carry out processing (as defined in the Data Protection Act 1998) on the contracting Council's instructions, and:

comply with the obligations set out in the seventh principle of Schedule 1 of the Data Protection Act 1998 in respect of all processing carried out on behalf of the contracting Council.

Without prejudice to Clause 17.2, if requested, the Service Provider is to provide a report within forty-eight (48) hours of Contract signature as to how it shall meet the Data Protection Requirements of the Council and those that are incumbent on the Service Provider and at any time shall allow the Council to audit the Service Provider's compliance with its obligations in respect of the Data Protection Requirements to include allowing access to all information and provision of assistance to employees of the Council's internal and external audit for the purposes of such audit.

**Waiver**

18. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

**Third parties**

19. For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement] this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

**Notices**

20.

- 20.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by facsimile or e-mail (confirmed by first class mail or air mail), to the address or facsimile number of the relevant Party set out overleaf, or such other address or facsimile number as that Party may from time to time notify to the other Party in accordance with this clause 20.

- 20.2 Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of facsimile messages, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the number indicated above and confirming that all pages were successfully transmitted), or next working day after sending (in the case of e-mail).
- 20.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

#### **Jurisdiction**

21. The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts to which the Parties submit.

#### **Interpretation**

22 In this Agreement unless the context otherwise requires:

22.2 words importing any gender include every gender;

22.2 words importing the singular number include the plural number and vice versa;

22.3 words importing persons include firms, companies and corporations and vice versa;

22.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;

22.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

22.6 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

22.7 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation;



22.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

22.9 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.

22.10 where there is any conflict between the Contract terms and conditions and Specification the latter shall prevail.

1

IN WITNESS whereof the Service Provider has hereunto set his hand and the Council has hereunto set its seal the day and year first above written

SIGNED AS A DEED by

{-----}

authorised representative in the presence of:-

Director

Secretary

THE COMMON SEAL of THE DISTRICT COUNCIL OF SEVENOAKS was hereunto affixed in the presence of:-

Authorised Signatory

Authorised Signatory

## PROVISION OF PEST CONTROL SERVICES

### 1. QUOTATION SPECIFICATION

#### 1.1. Introduction & Background

Sevenoaks District Council invites quotations to provide pest control services throughout the Council's area. The service is required to be available to all domestic premises within the boundaries of Sevenoaks District Council. A plan showing the operational area is provided for information at Appendix A.

The service is currently provided by its internal Direct Services Organisation. Residents access the service via the Council's contact centre where details of the pests are recorded and the service request referred on to a Pest Control Officer. There are two directly employed Pest Control Officers who then arrange an appointment date (but not a fixed time) with the customer.

Users of the service make payment either upon booking the appointment or where more than one treatment is required on the first visit.

#### 1.2. Performance of Service and Hours of Operation

The Provider shall ensure the Pest Control Services are carried out in an efficient, safe and effective manner, demonstrating a high degree of courtesy and consideration to customers and the public during the performance of the services.

The agreement will be for a period of 3 years with an option to extend by one year subject to mutual agreement. The start date of the Contract will be 1st October 2014.

The service is to be provided between the hours of 08:45 and 17:15, Monday to Friday as a minimum (excluding Bank Holidays).

Current service provision allows for hourly appointment slots although service times vary in duration subject to the type and accessibility of treatment activity. The successful provider shall not provide less than this current service level.

The interval between return visits, if applicable, is required to be 7 to 12 days unless it is inconvenient to the customer.

Whilst timed appointments are not given, operatives shall provide a first morning appointment, to be undertaken no later than 09.00 to 09.30 and a last afternoon appointment between 16.45 and 17:15.

#### 1.3. Extent of Service

Upon commencement of the agreement District Council residents contacting the Council for Pest Control services shall be referred to the Provider's service centre using the contact details supplied. No payments shall be taken by the Council on behalf of the Provider. Any complaints relating to service delivery shall be handled and resolved by the service provider.

It shall be the Provider’s responsibility to confirm with customers when the first or subsequent appointments are scheduled and to clearly record details of the appointment and subsequent treatment or advice given.

It is expected all pest control services will be subject to charge. A price schedule shall be prepared and published each year and notified in advance to the Council. The Provider shall be responsible for informing customers of all service charges and for collecting payments from customers of any such reasonable fees.

Persons in receipt of Council tax, Housing Benefit or other means-tested benefit are currently offered a reduced charge concession. Providers are to state if any such concession would be continued, be modified or would cease as part of its quotation submission.

It is expected that all payments charged shall be retained by the Provider to support continuation of a valued, cost effective and customer-focussed service. However the Provider may choose to pass a proportion of the fees collected each year back to the Council. Details of any such offer shall be included within the Provider’s quotation submission.

**Treatment cases handled over a ten year period:**

Year	Number of Cases - Rats		Number of Cases - Mice		Number of Cases - Wasps		Number of Cases - Others (e.g Fleas)	
	Full Price	Subsidised	Full Price	Subsidised	Full Price	Subsidised	Full Price	Subsidised
04/05	147	63	125	71	1052	212	101	18
05/06	160	75	137	63	343	57	76	21
06/07	89	65	81	54	688	98	101	13
07/08	133	107	143	105	801	156	144	24
08/09	86	30	47	18	438	66	58	6
09/10	55	17	35	6	563	90	60	4
10/11	104	19	68	17	643	90	79	6
11/12	80	16	76	5	758	61	55	4
12/13	92	10	131	7	157	12	19	3
13/14	63	5	79	4	531	48	17	1
10 year average	100	41	92	35	597	89	71	10

Pest Control Officers provide free telephone advice to residents. Although subject to seasonal variation on average each officer makes one or two advice calls per day.

Pest Control Officers also provide free identification of insect pests that residents send or bring in person. Although subject to seasonal variation on average an officer identifies one insect per week.

## 1.4. Provision of Services and Equipment

The service provider will supply the following:

- i. **Accommodation:**  
The Provider shall provide such accommodation and facilities as are necessary for the efficient performance of the service and ensure that any associated costs have been included as appropriate in the quoted prices.
- ii. **Baits and Poisons:**  
The Provider shall keep an up to date Poisons Register. Only pesticides subject to current approvals and consents shall be used and the methods of use shall comply with the procedures laid down by the Control of Pesticides Regulations 1986 or such other relevant statutes and regulations as may be in force. The Council reserves the right to prohibit or restrict methods of treatment and or the use of certain pesticides notwithstanding that they may have been cleared under the Regulations.
- iii. **Baits and Poisons Storage:**  
The Provider shall store and keep all dangerous and potentially dangerous materials and equipment securely, under proper supervision and clearly and correctly identified so as not to endanger any person, animal or creature other than the pest which is to be the subject of specific control. The Provider shall at the start of the agreement supply up to date copies of its Control of Substances Hazardous to Health assessments and Material Safety Data sheets for all products used in connection with the service agreement.
- iv. **Equipment:**  
The Provider shall provide and maintain in good condition all equipment deemed necessary to deliver this service to include Personal Protective Equipment (PPE) spray equipment, bait boxes, ladders and all other items normally associated with provision of a service of this nature.
- v. **Communication:**  
The Provider shall provide to the Council and keep updated its service manager and operatives contact details.
- vi. **Transport:**  
The Provider shall provide, maintain and use an appropriate vehicle to enable effective and safe delivery of this service. Alternative arrangements must be in place to ensure continuity of service should a vehicle breakdown or be otherwise unavailable.
- vii. **Protective clothing:**  
The Provider shall provide adequate and suitable protective clothing for persons delivering the service. Such persons shall be smartly and appropriately dressed.
- viii. **Associated Issues:**  
Operatives are required to report conditions thought to be associated with an infestation such as a filthy property /rubbish accumulations /building and drainage defects to the District Council's Environmental Protection team.

ix. **Business Continuity:**

The Pest Control Service provided under this agreement shall be available to residents of Sevenoaks District Council during normal working hours throughout the year. Where assigned operatives are absent due to leave, sickness or refresher training the Provider shall make appropriate arrangements for continuity of service delivery.

### 1.5. **Record Keeping**

The Provider will maintain records of all work carried out under this agreement as may be required by the Council.

On the first working day of every month a summary report of the number and type of each treatment delivered to Sevenoaks District Council residents during the preceding month shall be compiled and submitted to the Council for inclusion in its Performance Indicator data reports. The format of such reports shall be agreed with the Council. The Service Provider shall also provide upon request by the Council a set of annual audited accounts.

### 1.6. **Treatment Sheets**

The Provider shall issue to every owner or occupier of each premises where chemicals are to be laid for the control of pests, a printed information and safety data sheet of a format agreed with the Council.

At the conclusion of any treatment, the operative shall leave with the owner/occupier a customer satisfaction form in a format agreed with the Council. Results of the customer satisfaction survey shall be submitted to the Council at quarterly intervals, or such other interval as required.

### 1.7. **Attendance at Council Offices**

The Provider's representatives shall upon request be able to attend the Council offices with clear and comprehensive written records of all work, including location of poisons and types used in treatments provided to Sevenoaks District Council residents.

### 1.8. **Identity Cards**

Operatives delivering the service shall carry at all times means of identification, including a contact number for verification, to assure customers of the legitimacy of the service.

### 1.9. **Service Standard / Formal Complaints / Ombudsman**

The Provider shall acknowledge all service requests from residents of Sevenoaks District Council within two working days and carried out initial treatment within five working days. Only in exceptional circumstances shall such other reasonable time period be agreed with the Council.

A single treatment charge to the customer is to include for as many site visits as are necessary to eradicate one source of pest infestation.

Complaints received by the Council from Sevenoaks District Council residents regarding the Providers pest control services shall be referred to the Provider's management for prompt and mutually satisfactory resolution.

Should informal resolution by the Provider not be possible, then this Council operates a formal complaint policy accessible to the public. The Provider will be obligated to co-operate with the Council in finding a resolution to such formal complaints.

Should a complaint be referred to the Local Government Ombudsman, then if necessary, The Provider shall be liable to pay to the Council within 14 days of demand any payment made by the Council to a complainant as a result of fault by The Provider following a Local Government Ombudsman finding of maladministration causing an injustice, and under the terms of an early settlement of a complaint made to the Local Government Ombudsman without a formal investigation and report.

### **1.10. Monitoring**

Evidence of high performance standards and customer satisfaction will be monitored. Where the service provided fails to meet standards deemed to be acceptable by this Council, this will be investigated and the contractual arrangements reviewed.

When and if required access shall be provided to enable the Council's officers to visit, examine or inspect vehicles, stores, equipment and documentation from time to time to verify general compliance with the terms of this agreement particularly with regard to approach to customers, adherence to treatment procedures and compliance with service standards.

### **1.11. Invoice/Payment arrangement**

Where the agreement includes for the Provider to make a charge to the Council in delivery of the pest control service it should submit an invoice at the beginning of the subsequent month. Payment will be made monthly in arrears and the Council works to 30 day payment terms.

Alternatively should the agreement include for the Provider to make a payment to the Council in delivery of the pest control service the Council will submit an invoice for such payment at the beginning of the subsequent month.

### **1.12. Smoking**

The Provider must ensure no smoking is permitted whilst delivering services on behalf of the Council.

### **1.13. Health & Safety**

The Provider shall ensure that all necessary and reasonable health and safety precautions are taken to protect members of the public and employees in accordance with The Health and Safety at Work Act 1974 and related legislation. Up to date copies of risk assessments and safe working practices shall be provided annually or sooner where an activity changes requiring revision.

The Provider shall ensure that appropriate steps are taken in relation to the performance of the services with regard to health and safety, specifically to notify

persons who may be affected, or whose property may be affected by the use of particular substances of relevant details to include:

- Location details of where all substances are used during chemical treatment procedures
- Advice of any damage considered likely to occur
- Advice regarding risks to persons, particularly children, or to pets.
- What substances have been used
- Details of any periods of ventilation which should be allowed before re-entry etc.

#### 1.14. Insurance

The Provider shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of, or in any way arising out of the provision of the Service in relation to the injury to, or death of, any person, and loss of, or damage to, any property including property belonging to the Council except and to the extent that it may arise out of the act, default or negligence of the Council, its employees or agents not being The Provider or employed by The Provider.

Without thereby limiting its responsibilities under this Condition, The Provider shall insure with an insurance company against its liabilities under this Condition. Such policies shall include cover in respect of any financial loss arising from advice given or omitted to be given by The Provider.

#### 1.15. Training

The Provider shall ensure that every person involved in front line delivery of this service is at all times properly and sufficiently trained and instructed with regard to:

- The tasks they are performing, the use of particular substances in the performance of the services, relevant precautions and all associated effects, risks and dangers
- Requirements in relation to completing worksheets and receiving and paying in of monies.
- Relevant requirements of the Council
- Fire risks and safety precautions
- The necessity to observe high standards of courtesy and consideration to the public in order to promote and enhance both the Provider and the Council's image and reputation.

Each Pest Control operative is to be trained to a high level including an RSH Diploma, BPCA 1&2 and ATB foundation module and be holders of current certificates of competence in Wildlife Management, Safe Handling of Pesticides and Pest Control Management. Operatives should also be trained in H & S risk assessment.

#### 1.16. Equalities

The Council seeks to ensure that all sections of the community have access to services. It also wishes businesses from all sections of the community to have a fair chance to do business with the Council. To assist in doing this, a questionnaire and monitoring form are included and form part of the quotation process.

## 2. PRICE SCHEDULES

The prices submitted are worth 60% of the overall evaluation. The 60% is broken down as detailed below. Please complete the schedules below as part of your quotation.

### 2.1. Charges to Pest Control Service Customers for each service type provided:

Service Type and Rate per Visit ( <i>where more than one visit required for treatment</i> )	Quotation Evaluation Weighting %	Minimum Visits per Completed Treatment Expected	Charges to Customers (Excluding VAT)	
			Standard Charge to Customers per Treatment	Charge to Customers awarded benefits
Price per visit – no access	2%	1		
Price per visit – Advice given but no treatment undertaken	3%	1		
Price per visit to treat Wasps (including re-spray within 7 to 10 days if necessary)	10%	1 or 2		
Price to treat 2 <sup>nd</sup> and subsequent Wasp nests at same time as initial (including re-spray within 7 to 10 days if necessary)	2%	1 or 2		
Price to undertake site survey for Rats or Mice	3%	1		
Price per visit to treat for Rats = £	10%	3		
Price per visit to treat for Mice = £	5%	3		
Price per visit to treat for Rats and Mice at the same time = £	5%	3		
Price per visit to treat Bed-bugs = £	3%	3		
Price per visit to treat Fleas	2%	1		
Price per visit to treat Cockroaches = £	2%	3		
Price per visit to treat Squirrels = £	2%	3		
Price per visit to treat Ants or Cluster Flies	1%	1		

Note –The above charges to the Customer should include all costs for provision of each service but exclude VAT for quotation evaluation purposes. In practice a single treatment charge to the customer is to include for as many visits as are necessary to eradicate one source of pest infestation.



2.2. Annual or Individual Supplementary Charges or Payments to Sevenoaks District Council (SDC) for Pest Control Service Provision under this Agreement:

The Provider shall detail below the amount of any annual sum to be charged or payment to be made to SDC in consideration of Pest Control service provision under this agreement. Providers shall distinguish amounts chargeable to the Council as (+) and any amounts payable as (-).

Annual Sum to be Charged or Paid to Sevenoaks District Council

Service Provision	Quotation Evaluation Weighting %	Supplementary Annual Charges or Payments to SDC (£ Excluding VAT)	
		Standard Charge (£) or Payment to SDC	Charge (£) to SDC for Customer Benefits Subsidy
Pest Control Service	10%		

Alternatively the Provider may choose to complete the table below detailing individual supplementary charges or payments to Sevenoaks District Council for each service type delivery to customers. Any such amounts shall be inclusive of any operating costs not recoverable from the customer but shall exclude VAT for evaluation purposes.

Individual Sums Charged or Paid

Service Type and Rate per Visit <i>(where more than one visit required for treatment)</i>	Quotation Evaluation Weighting %	Minimum Visits per Completed Treatment Expected	Supplementary Charges to SDC (£ Excluding VAT)	
			Standard Charge or Payment to SDC/Treatment	Customer Benefits Subsidy per Treatment
Price per visit – no access	0%	1		
Price per visit – Advice given but no treatment undertaken	1%	1		
Price per visit to treat Wasps (including re-spray within 7 to 10 days if necessary)	3%	1 or 2		
Price to treat 2 <sup>nd</sup> and subsequent Wasp nests at same time as initial (including re-spray within 7 to 10 days if necessary)	1%	1 or 2		
Price to undertake site survey for Rats or Mice	0%	1		
Price per visit to treat for Rats = £	2%	3		
Price per visit to treat for Mice = £	2%	3		
Price per visit to treat for Rats and Mice at the same time. = £	1%	3		
Price per visit to treat Bed-bugs = £	0%	3		
Price per visit to treat Fleas	0%	1		
Price per visit to treat Cockroaches = £	0%	3		

Price per visit to treat Squirrels = £	0%	3		
Price per visit to treat Ants or Cluster Flies	0%	1		

2.3. Charges for Pest Control Services provided at Sevenoaks District Council Facilities or other public locations for which the Council is responsible:

Service Type	Quotation Evaluation Weighting %	Minimum Visits per Completed Treatment Expected	Frequency of Inspection Visits and/or Treatments	Charge to SDC per Completed Inspection and/or Treatment (£ Excluding VAT)
Rodent inspection and treatment at Dunbrik Depot, Sundridge.	0%	-	Every 6 weeks	
Rodent inspection and treatment at Hollybush Depot, Sevenoaks.	0%	-	Every 6 weeks	
Rodent inspection and treatment at Bradbourne Lakes, Sevenoaks.	0%	-	Every 8 weeks	
Ad-hoc Wasp Treatment in Council building, depot or hedgerow adjacent to public open space	0%	1 or 2	6/annum (estimated)	
Hourly consultation rate for Pest Control advice to SDC Environmental Protection Team	0%	-	-	

2.4. Annual Percentage increase to be applied to charges or payments per annum:

Pest Control Service Provision Year	Quotation Evaluation Weighting %	Provider Specified Quotation Prices Increase %	Provider may elect to apply published Consumer Price Index for preceding month to Quotation Prices.
1 <sup>st</sup> October 2014 to 30 <sup>th</sup> September 2015	0%	Fixed as Quoted	Fixed as Quoted
1 <sup>st</sup> October 2015 to 30 <sup>th</sup> September 2016	0%		Yes/No Delete as Appropriate
1 <sup>st</sup> October 2016 to 30 <sup>th</sup> September 2017	0%		Yes/No Delete as Appropriate

**2.5. Transfer or Termination of Residential/Commercial Contracts:**

The current internal provider of Pest Control services has 27 Residential/Commercial contracts in place. Inspection visit frequencies are either at 6 or 8 week intervals. Should the internal service provider be unsuccessful in retaining pest control services the new Provider should include below a sum payable to Sevenoaks District Council upon authorised transfer of these current client contract details.

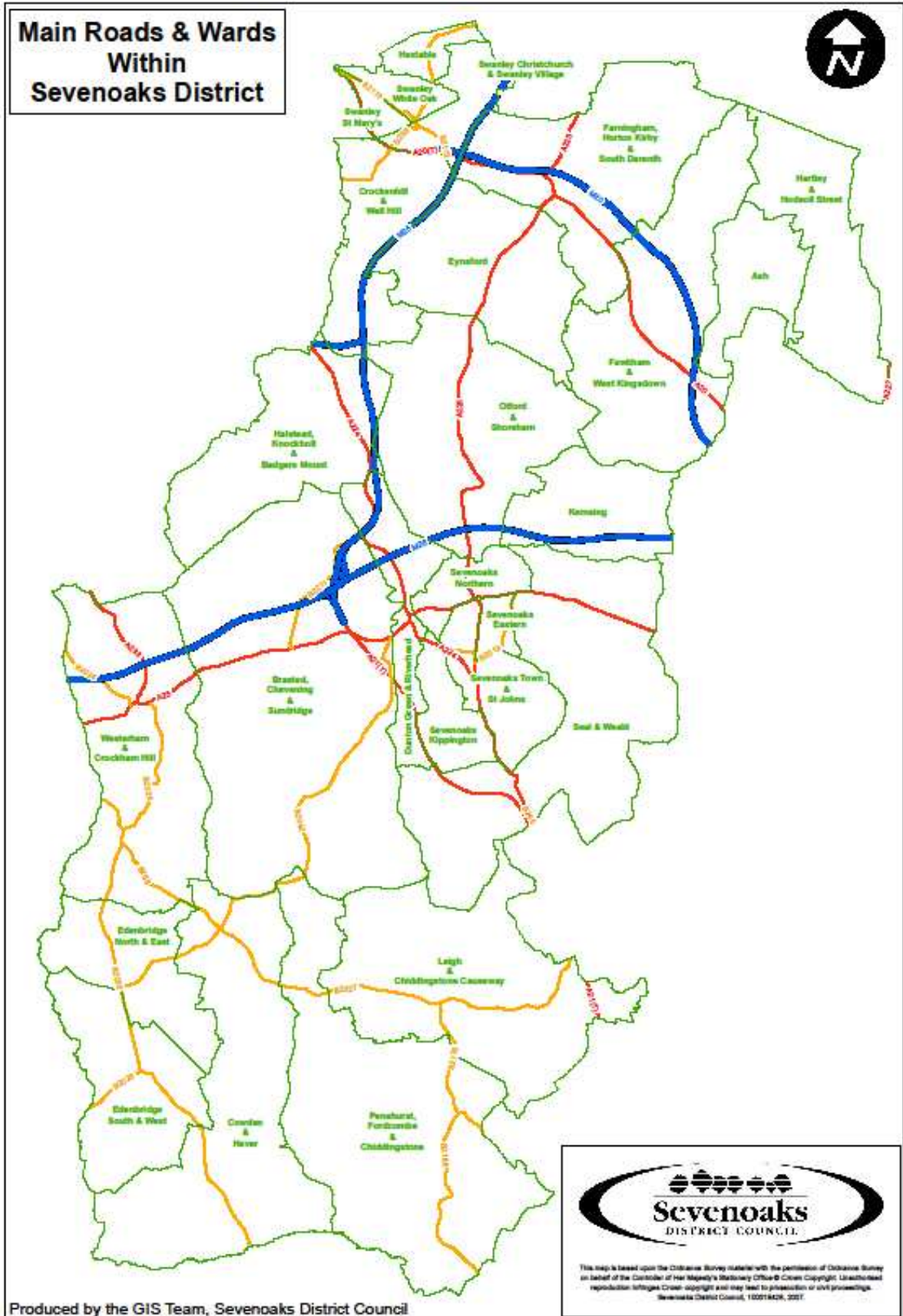
The Provider will need to negotiate transfer with each contract party. The Council does not guarantee the contract party will wish to transfer or the continuance of any transferred business.

Sum payable to Sevenoaks District Council upon transfer of details:

£
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Should either the contract party or the successful provider not wish to accept transfer of the contract business details the Council will give notice of termination to each contract party and advise they should seek alternative pest control provision from 1<sup>st</sup> October 2014.

Appendix A – Plan of Sevenoaks District Council Operational Area



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Quotations Score Summary				
Price Evaluation Criteria	Score Weighting %	Maximum Score	Score Awarded	MEAT Ranking
<b>Sevenoaks Direct Services</b>				
Price - Schedule 2.1	60	60	35	1
Price - Schedule 2.2		33	22	
Price - Schedule 2.3		30	30	
Price - Schedule 2.4		30	20	
Price - Schedule 2.5		30	0	
Compliance	40	15	15	
Technical Merit & Quality Factors		60	59	
Information Supplied		20	20	
Acceptance of Contract Conditions		9	9	
Completeness of Response		18	18	
	100	<b>305</b>	<b>228</b>	75%
<b>MITIE Pest Control</b>				
Price - Schedule 2.1	60	60	38	2
Price - Schedule 2.2		33	33	
Price - Schedule 2.3		30	20	
Price - Schedule 2.4		30	30	
Price - Schedule 2.5		30	0	
Compliance	40	15	15	
Technical Merit & Quality Factors		60	47	
Information Supplied		20	16	
Acceptance of Contract Conditions		9	9	
Completeness of Response		18	18	
	100	<b>305</b>	<b>226</b>	74%
<b>Noah's Ark Environmental Services</b>				
Price - Schedule 2.1	60	60	53	3
Price - Schedule 2.2		33	11	
Price - Schedule 2.3		30	10	
Price - Schedule 2.4		30	10	
Price - Schedule 2.5		30	30	
Compliance	40	15	12	
Technical Merit & Quality Factors		60	38	
Information Supplied		20	18	
Acceptance of Contract Conditions		9	9	
Completeness of Response		18	12	
	100	<b>305</b>	<b>203</b>	67%

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**UPDATE ON THE ALLOCATIONS AND DEVELOPMENT MANAGEMENT PLAN (ADMP)**

**Local Planning and Environment Advisory Committee – 1 July 2014**

Report of Chief Planning Officer

Status: For consideration

Also considered by: Cabinet - 17 July 2014

Key Decision: No

**Executive Summary:**

The Allocations and Development Management Plan (ADMP) supplements the Core Strategy by identifying housing allocations, areas of employment and important areas of open space. The ADMP also sets out new development management policies, which are consistent with the National Planning Policy Framework (NPPF).

The ADMP was examined by the Planning Inspectorate in March 2014 and this report sets out the Inspector’s main findings from the examination, of which the most significant were that the ‘reserve land’ (west of Enterprise Way in Edenbridge) be allocated now for residential development and that the document should be more specific about what redevelopment will be acceptable at Fort Halstead.

The main modifications now need to be subject to six weeks public consultation and this report seeks endorsement of the recommendation to Cabinet to go out to public consultation on these proposed modifications.

**Portfolio Holder** Cllr. Piper

**Contact Officer(s)** Hannah Gooden (7178)

**Recommendation to Local Planning and Environment Advisory Committee:**

It be resolved that the Local Planning and Environment Advisory Committee endorse the recommendation to Cabinet, to agree and consult on the main modifications to the ADMP.

**Recommendation to Cabinet**

- (a) That the main modifications to the ADMP be agreed and published for consultation (along with the Sustainability Appraisal) during a six week period to be agreed by the Portfolio Holder.
- (b) That the Portfolio Holder is authorised to agree minor presentational changes and detailed amendments to the consultation document to assist their clarity

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- 
- (c) That the consultation document is published on the Council's website and made available to purchase in hard copy at a price to be agreed by the Portfolio Holder.
- 

### **Reason for recommendation:**

To allow for the adoption of the ADMP in accordance with the Local Development Scheme.

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### **Introduction and Background**

- 1 The Allocations and Development Management Plan (ADMP) was agreed by Full Council for submission for examination by the Planning Inspectorate in February 2013. Since then the ADMP has been:
- published for interested parties to make comments on (between March and May 2013);
  - submitted for examination (in November 2013); and
  - examined through hearings (March 2014).
- Whilst the hearings have now closed, the examination remains open until we receive the Inspector's report.
- 2 This report provides an update on the hearings and outlines the proposed 'main modifications' that the Inspector has recommended to make the Plan sound. These modifications will need to be subject to public consultation.

### **Proposed Main Modifications**

- 3 The Inspector wrote to the Council in April setting out proposed 'main modifications' to the ADMP that he considers need to be made to make the Plan sound (see Appendix A) following the hearings. The majority of these modifications are actually relatively minor in scale. The modifications to the ADMP text are contained in the schedule at Appendix B. The modifications have been assessed to consider if they have any implications in relation to the Sustainability Appraisal that accompanied the ADMP, and this assessment is set out in Appendix C.
- 4 The two most significant modifications are the requirement for us to bring forward the allocation of the land west of Enterprise Way in Edenbridge for housing rather than continuing to allocate it as 'reserve land', and to provide greater certainty on the mix and scale of uses in the Policy relating to Fort Halstead.
- 5 The ADMP, as agreed by Full Council in 2013, included a policy that responds to the changes in circumstances at Fort Halstead since the Core Strategy examination, i.e. that DSTL had announced that they would be leaving the site. It requires that any redevelopment allows for the number of jobs accommodated on the site prior to DSTL announcing their departure to be re-provided and sets out policy criteria that will need to be satisfied before other uses, such as residential

development, can be considered. It sought to provide flexibility to determine how the site should be redeveloped closer to DSTL's anticipated 2018 departure.

- 6 The Inspector has suggested that the ADMP should provide more certainty on the nature of the redevelopment of the site particularly with regard to residential development and the hotel. The Inspector has asked the Council to propose amendments to the plan to address this issue. Based on commercially sensitive viability evidence prepared by the landowner and independently appraised by consultants appointed by the Council, the Inspector accepts that significant residential development is needed if the Council's objectives for the site are to be achieved but the plan needs to provide clarity on the level of residential development that should be proposed. As set out in main modification 8 (MM8) at Appendix B, it is proposed that an employment-led redevelopment of the site should include an allocation of up to 450 dwellings. This takes into account the viability evidence, a Sustainability Appraisal and initial assessments of the impact on biodiversity and visual impact. In view of the size of the site and the existing amount of built development, this scale of housing would still leave scope for substantial commercial development as is capable of being accommodated within the Green Belt, AONB and other constraints.
- 7 If the proposed modification on Fort Halstead outlined in this report is agreed by Cabinet, the Inspector will want consider whether the proposed amendment addresses his concerns. If it does then he will instruct us to consult on this and the other 'main modifications' for a period of 6 weeks. Following the end of this consultation, we will need to process and send all comments on the Inspector, who will consider whether he still wishes to recommend the changes. The Inspector will set out his findings on the examination and the modifications in his final report, which we would expect to receive in autumn 2014. The Council would then need to resolve to adopt the Plan as Council policy.
- 8 Following a challenge to the ADMP from the landowner, the Inspector has recommended to the Council that it should allocate the Edenbridge Reserve Land for housing so that it can be developed during the plan period. Whilst not required to meet Core Strategy housing targets, the Inspector's reasoning appears to be that this site will make a valuable contribution towards meeting housing needs in the District. He appears to have found that there is limited harm in releasing this site, given that it is not within the Green Belt or AONB. The Council should have a fuller understanding of the Inspector's reasons for suggesting that the reserve land be allocated now once it receives his report at the close of the consultation.

### **Solihull Judgement**

- 9 Since the end of the examination hearings there has been a high court judgement which could have implications for the adoption of the ADMP.

### Gallagher Homes and Lincourt Homes v Solihull BC

- 10 The Inspector has asked us to consider the implications of a recent High Court decision (Gallagher Homes and Lincourt Homes v Solihull BC) that Solihull Council's recently adopted Local Plan (or parts of it) should be quashed on the basis that it was not sound. The High Court decided that this was the case 'because it is not based on a strategy which seeks to meet objectively assessed

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development requirements nor is it consistent with the NPPF' and because it had not proven that exceptional circumstances exist to reintroduce undeveloped land into the Green Belt.

- 11 We have sought legal advice (as recommended by the Inspector) from Counsel to support the argument that the ADMP should not be found unsound because of this judgement, as the ADMP does not seek to make an objective assessment of housing need. A verbal update will be provided to committee as the legal advice has not yet been received at the time of drafting this report.

### Conclusions

- 12 This report provides an update on recent progress and issues regarding the Allocations and Development Management Plan and recommends public consultation on the main modifications for six weeks.

### Other Options Considered and/or Rejected

No other options considered at this stage.

### Key Implications

#### Financial

None – costs of preparing ADMP part of planning policy budget

#### Legal Implications and Risk Assessment Statement.

Legal advice being sought on implications of Solihull judgement.

#### Equality Impacts

Consideration of impacts under the Public Sector Equality Duty:		
Question	Answer	Explanation / Evidence
a. Does the decision being made or recommended through this paper have potential to disadvantage or discriminate against different groups in the community?	No	EQIA have been carried out on the preparation of the ADMP.  Impacts of proposed main modifications assessed via SA process.
b. Does the decision being made or recommended through this paper have the potential to promote equality of opportunity?	Yes	
c. What steps can be taken to mitigate, reduce, avoid or minimise the impacts identified above?		n/a

**Appendices**

Appendix A – Inspector’s letter to the Council regarding ‘main modifications’

Appendix B – Schedule of Main Modifications

Appendix C – Sustainability Appraisal assessment of the Main Modifications

**Richard Morris**  
**Chief Planning Officer**

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## SEVENOAKS ALLOCATIONS AND DEVELOPMENT MANAGEMENT PLAN: MAIN MODIFICATIONS

### INSPECTOR'S PRELIMINARY FINDINGS

This note is without prejudice to any final Report that I may prepare but based on the evidence that I have read and heard I consider there are a small number of shortcomings in the document, relating to soundness, which the Council should address through the agreement of Main Modifications (MMs). They all relate to issues that were discussed at the Hearings and are summarised in the table below:

		Modification	Soundness reason
MM1	New policy	New policy EN5 - Landscape (see HDC49)	Consistent with national policy
MM2	Policy H1(c)	Change Gasholders Site boundary (para 4.2.4 of Council's Statement on Matter 4)	Justified
MM3	Policy H1(o)	Warren Court buffer and amended housing area/figures (see HDC58)	Justified
MM4	Policy H2(a)	Include Sevenoaks Delivery Office within boundary of H2(a) and up-date guidance (see para 4.27.1 of Council's Statement on Matter 4)	Justified
MM5	Policy H2(f)	Powder Mills - introduction of flexibility regarding the retention of Building 12 (see HDC62)	Justified and effective
MM6	See CS policy LO 6	Release of land at Edenbridge (see para 4.13.14 of Council's Statement on Matter 4 and HDC48)	Positively prepared, justified and effective
MM7	Paragraph 4.6	Clarification regarding the relationship between ADMP and CS policy SP8 (see HDC 52a)	Justified
MM8	Policy EMP3	Clarify policy on Fort Halstead	Positively prepared, justified and effective
MM9	Policy EMP4	Removal of open space designation at Broom Hill, Swanley (see HDC34)	Justified
MM10	Implementation and Monitoring	Performance indicators (see para 11.1.2 of Council's Statement on Matter 11)	Effective
MM11	Implementation	Proposed targets (see para 11.1.5 of	Effective

	and Monitoring	Council’s Statement on Matter 11)	
MM12	Implementation and Monitoring	CS targets added (see para 11.2.3 of Council’s Statement on Matter 11)	Effective

The Council is currently undertaking further work with regards to MM8 and as soon as that work is completed arrangements will be made to publish the detailed MMs on the Examination web site.

On this basis I am therefore inviting the Council to make a formal request under section 20(7C) of the Planning and Compulsory Purchase Act 2004 (as amended) for me to recommend Modifications to the plan that would make it sound.

Following consultation on the MMs the Council should send me a copy of the submissions received; a brief response to those submissions and a short commentary on any implications of the MMs in terms of the sustainability appraisal.

*David Hogger*

Inspector

24<sup>th</sup> April 2014



## Appendix B – Main Modifications


The modifications below are expressed in the conventional form of ~~strikethrough~~ for deletions and underlining for additions of text. Changes to the maps are attached to the appendix.


The page numbers and paragraph numbering below refer to the submission ADMP.

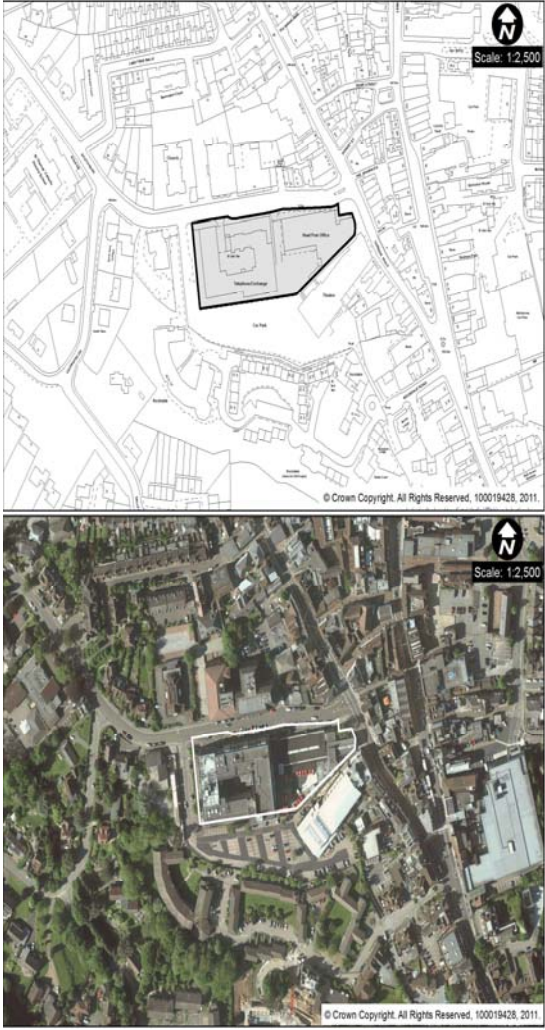
Ref	Page	Policy/ Paragraph	Main Modification
MM1	P.23	New Policy EN5 (Landscape)	<p><u>Landscape</u>  <u>The extensive area of landscape outside the towns and villages contributes significantly to the character of the District. The NPPF outlines the importance of protecting and enhancing valued landscapes and Policy LO8 of the Core Strategy ensures that the distinctive features that contribute to the special character of the landscape will be protected and, where possible, enhanced.</u></p> <p><u>61% of the District is located within the Kent Downs or High Weald Areas of Outstanding Natural Beauty (AONB). The NPPF gives great weight to conserving and enhancing landscape and scenic beauty of Areas of Outstanding Natural Beauty, and their setting, giving them the highest status of protection. The distinctive character of the AONBs plays an important part in defining the overall character of Sevenoaks District. Proposals in AONBs will be assessed against Core Strategy Policy LO8, ADMP Policy EN5 and other relevant policies. The AONB Management Plans and associated guidance set out a range of measures to conserve and enhance the distinctive features of each AONB. Any proposal within the AONB must take into account the guidance set out in the appropriate AONB Management Plan and any relevant more specific AONB guidance for example the Kent Downs AONB Landscape Design Handbook (2006), Kent Downs AONB Farmstead Guidance (2012) and Managing Land for Horses (2011).</u></p> <p><u>The character of the AONBs and the remainder of the countryside within the District is defined in the adopted Sevenoaks Countryside Assessment SPD. The SPD identifies a number of different character areas and will be used to assess the impact of proposals on landscape character. Tranquillity forms part of the character of certain parts of the landscape within the district as identified by the SPD. Proposals should respect the local landscape character and the specific features identified in the SPD. In addition, proposals should also enhance the character of the countryside by helping secure the landscape actions within the SPD where this would be feasible</u></p>

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Ref	Page	Policy/ Paragraph	Main Modification
			<p><u>in relation to the proposal.</u></p> <p><u>New Policy EN5: Landscape</u>  <u>The Kent Downs and High Weald Areas of Outstanding Natural Beauty and their settings will be given the highest status of protection in relation to landscape and scenic beauty.</u>  <u>Proposals within the AONB will be permitted where the form, scale, materials and design would conserve and enhance the character of the landscape and have regard to the relevant Management Plan and associated guidance.</u>  <u>Proposals that affect the landscape throughout the District will be permitted where they would</u>  <u>a) conserve the character of the landscape, including areas of tranquillity, and</u>  <u>b) where feasible help secure enhancements in accordance with landscape actions in accordance with the Sevenoaks Countryside Assessment SPD.</u></p> <p><u>Delivery Mechanisms:</u>  <u>The Kent Downs and High Weald Management Plans</u>  <u>The Kent Downs AONB Landscape Design Handbook (2006),</u>  <u>Kent Downs AONB Farmstead Guidance (2012) and Managing Land for Horses (2011) and associated guidance</u>  <u>The Sevenoaks Countryside Assessment SPD</u>  <u>Parish Plans</u>  <u>The Residential Extensions SPD</u></p>
MM2	Appendix 3	H1(c) Sevenoaks Gasholder Station, Cramptons Road	<p>Gross Area (Ha): <del>0.88</del> 0.98  Net Area (Ha): <del>0.88</del> 0.98  Approximate Net Capacity: <del>35</del>- 39</p>

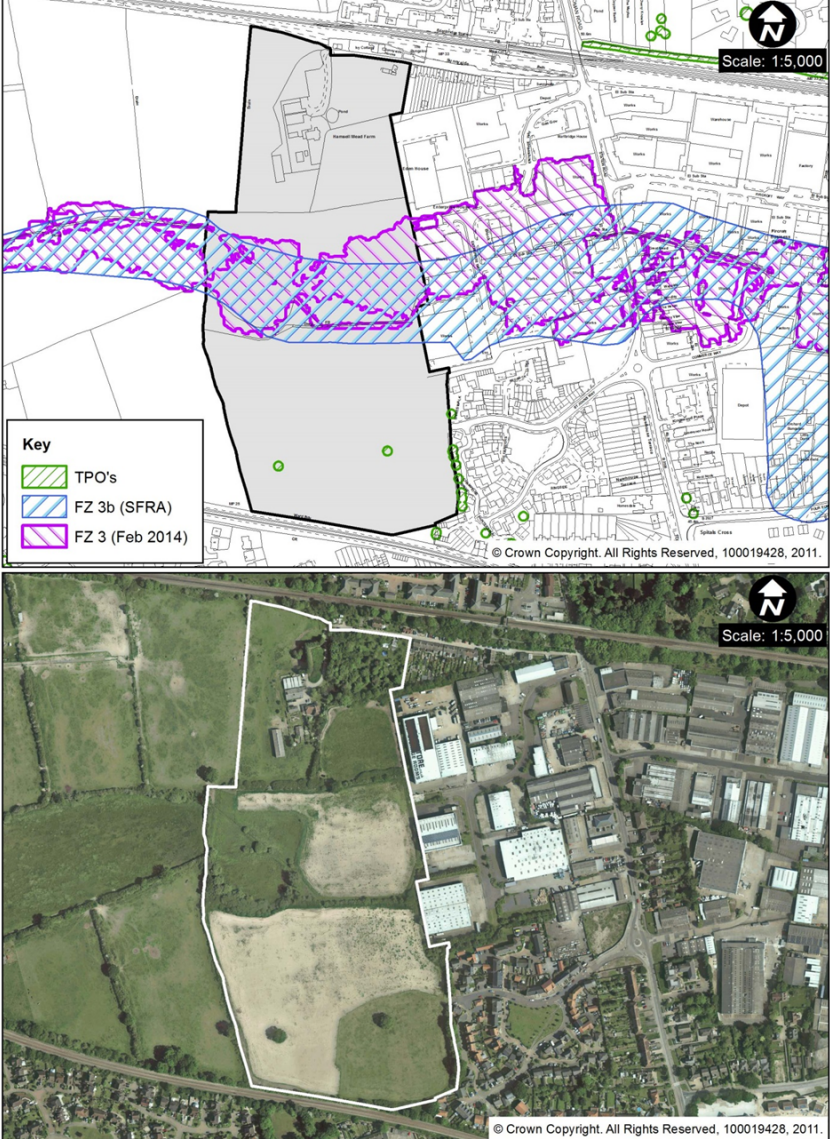
Ref	Page	Policy/ Paragraph	Main Modification
			 <p>(for note only: 107 Cramptons Road is now included in the site boundary)</p>
MM3	Appendix 3	H1(o) Warren Court, Halstead	<p>Landscape A buffer of woodland is required to protect and extend Deerleap wood to the rear of the site <del>as shown on the accompanying map.</del></p> <p>Gross Areas (Ha): 1.1 Net Area (Ha): <del>0.69</del> 1.0 (to reflect narrow access route) Approximate Net Capacity: <del>15</del> 25</p>

Ref	Page	Policy/ Paragraph	Main Modification
			 <p>(for note only: the hashed area of woodland buffer has been deleted from the plan)</p>
MM4	Appendix 5	Policy H2(a) BT Exchange, South Park, Sevenoaks	<p>Site Address: <u>Delivery &amp; Post Office</u> / BT Exchange, South Park, Sevenoaks</p> <p>Current Use: <u>Post Office</u> / <u>Delivery Office</u> / Telephone Exchange</p> <p>Gross Area (Ha): <del>0.36</del> 0.6            Net Area (Ha): <del>0.36</del> 0.6            Approximate Net Housing Capacity: <del>25</del> 42</p> <p>Design and Layout  <u>If one element of the site is available for redevelopment in advance of the other, the development should be designed in such a way so as not to preclude the future integration of</u></p>

Ref	Page	Policy/ Paragraph	Main Modification
			<p><u>development, or the operation of the existing functions.</u></p> <p><u>The retention of the Post Office counter facility in a prominent location in the town centre will be required.</u></p>  <p>(for note only: the post/delivery office area has been included in the site allocation)</p>
MM5	Appendix 5	Policy H2(f) Glaxo Smith Kline, Powder Mills, Leigh	<p>Site Address: <del>Glaxo Smith Kline</del>, Powder Mills, Leigh</p> <p>Development Guide: Design and Layout</p> <p><u>The site is allocated for residential-led mixed use development, including an element of employment space. ‘Building 12’ shown on the accompanying map should be retained for employment use, or equivalent B1 floorspace (1582sqm) should be provided within the site, with the remainder of the site laid out as residential development in a mix of unit types. Any proposal for residential development that does not include the retention of ‘Building 12’ or equivalent B1 floorspace would need to justify the loss of employment in line with Policy SP8 of the Sevenoaks</u></p>

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Ref	Page	Policy/ Paragraph	Main Modification
			<p>Core Strategy.</p> <p>Infrastructure  <u>Unless it is confirmed that the proposed foul flow will be no greater than the existing contributing flows from existing premises, the development must provide a connection to the sewerage system at the nearest point of adequate capacity, as advised by Southern Water. The development should also ensure future access to the existing sewerage infrastructure, if required, for maintenance and upgrading purposes</u></p>
MM6	P.28	Reserve Land Paragraph 3.10	<p>3.10 In order to ensure that housing supply remains flexible the Core Strategy (through LO6) identifies land at Enterprise Way Edenbridge as a reserve site for housing. The policy states that the site <del>cannot be brought before 2015 and should only be developed in the plan period if the Council cannot identify an adequate five year housing supply would be brought forward for development after 2015 only if required to maintain a five year supply of housing land in the District.</del></p> <p><u>However, following publication of the NPPF, it is considered that there is a need to bring forward the reserve site now to boost the supply of housing in the District where this would not conflict with strategic objectives (such as protection of the Green Belt and AONB) and the site is included in the residential development allocations in Policy H1. The site has scope for a mix of different types of affordable and market housing. This could include accommodation contributing to housing supply for those with particular needs including a care home facility.</u></p> <p>H1(p) Land West of Enterprise Way, Edenbridge</p>
MM6 cont.	Appendix 3	Policy H1 (p) Land West of	

Ref	Page	Policy/ Paragraph	Main Modification
		Enterprise Way, Edenbridge	 <p>(Note: See end of document for site allocation development guidance)</p>
MM7	P.37	Employment Allocations Paragraph 4.6	<p>Employment Allocations</p> <p>4.6 Core Strategy Policy SP8 is the overarching strategic policy that provides for the retention and creation of employment and business facilities and opportunities throughout the District. <u>It is founded on an evidence base that identifies that employment land supply and demands are broadly in balance over the Core Strategy period (to 2026) (URS Long Term Employment Space Projections, 2011).</u></p> <p><u>Core Strategy Policy SP8 allows for allocated employment sites to be redeveloped for other uses if it can be demonstrated that there is ‘no reasonable prospect of their take up or continued</u></p>

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Ref	Page	Policy/ Paragraph	Main Modification
			<p><u>use for business purposes during the Core Strategy period'. The Council will expect an applicant seeking a release under Policy SP8 to provide information to show that the site has been unsuccessfully marketed, for use of the existing buildings or partial or comprehensive redevelopment, for a period of at least one year, at a time when the site is available or will be available shortly. The Council will expect marketing to have been proactively carried out for uses potentially suitable for the site and at the appropriate price. In addition, the Council will expect the applicant to demonstrate that forecast changes in market conditions will not result in take up of all or part of the site. In considering this forecasting assessment, the Council will, where relevant and amongst other potentially relevant site-specific issues, have regard to the extent to which the evidence from the applicant suggests that:</u></p> <ul style="list-style-type: none"> <li>• <u>there is insufficient forecast demand for the specific land uses currently on the site;</u></li> <li>• <u>the location and accessibility of the site prevents it from being attractive for business uses, including any specific types of provision (including business start up units or serviced offices) that may be most appropriate for the location;</u></li> <li>• <u>the quality of existing buildings and infrastructure requires refurbishment or redevelopment which evidence suggests would not be viable, if necessary; and</u></li> <li>• <u>the redevelopment for alternative uses would provide non-business use (Use Class B) jobs.</u></li> </ul> <p>‡ <u>Core Strategy Policy SP8 promotes a flexible approach to the use of land for business and employment purposes and as such it is the role of this document to formally identify the sites to which Policy SP8 of the Core Strategy applies.</u></p>
MM8	P.41-43	Fort Halstead Policy EMP3	<p><b>Fort Halstead</b></p> <p>1.1 Fort Halstead is a previously developed site within the Green Belt and the Kent Downs AONB that was originally a Ministry of Defence research establishment and is still occupied by defence related industries. It remains a major employer in the District.</p> <p>1.2 Proposals for a major residential-led mixed use redevelopment of the site were considered and rejected through the Core Strategy process. However the Core Strategy states (para 4.5.21) that the main requirements of the current occupiers of Fort Halstead, QinetiQ and the Defence Science and Technology Laboratory (DSTL), may vary during the Plan period. It adds that the implications of a future decline in occupancy of the site will be considered within the policy</p>



Ref	Page	Policy/ Paragraph	Main Modification
			<p>framework of the Core Strategy and relevant national planning policy</p> <p>1.3 Since the adoption of the Core Strategy, DSTL, the largest employer, has announced its intention to withdraw from the site by <del>2016</del><u>2017/8</u>. The Council is working with DSTL, QinetiQ and the site owners to assess and mitigate the impact on the local economy of the planned withdrawal. <del>It will also be working with the owners and other interested parties to develop achievable proposals for the future use and redevelopment of the site.</del> The landowners have stated their intention to bring forward a planning application to redevelop the site for a mix of uses including commercial and residential.</p> <p><del>1.3</del> —</p> <p>1.4 Any proposals will be tested against the policy framework provided by the Core Strategy and relevant national policy. The Green Belt status of the site constrains the scale of development that can acceptably be accommodated, while its AONB status provides a further constraint on future development. However, there is substantial development on the site at present, as set out in the CLUED granted by SE/03/02897/LDCEX, and it remains an important employment site subject to Core Strategy Policy SP8 on the protection and regeneration of such sites. The Council will therefore expect future redevelopment to be employment led, though it recognises that in view of the size of the site and the specialist nature of some of the buildings that there may be some scope for widening the mix of uses if required to support the employment led regeneration, subject to policy considerations. The size of the site makes it feasible to accommodate a range of housing types and tenures. Policy considerations include the requirement for the resultant development to comply with sustainability principles, including conserving and enhancing the Kent Downs AONB, and sustainable transport proposals for accessing the site. The District Council will expect redevelopment proposals to provide for approximately 1200 jobs which were provided on site prior to the announced withdrawal of DSTL. The departure of DSTL creates an opportunity to redevelop the site to meet modern business needs. Any redevelopment should meet the following broad objectives:</p> <p>1. <i>It should be employment-led and should maintain the site's role as an important employment site in the District.</i> Provision should be made for a range of employment uses sufficient to provide for approximately 1,200 jobs, equivalent to the level of employment on site prior to the announced</p>

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Ref	Page	Policy/ Paragraph	Main Modification
			<p>withdrawal of DSTL. There should be flexibility to accommodate types of business with different space needs. Employment-uses should include provision for the retention of Qinetiq in premises to meet their needs and opportunities to attract and accommodate similarly high skilled jobs should be fully explored and planned for. Although not an essential requirement there would be some benefit in including a hotel which could complement other development on the site and assist in improving hotel provision in the District.</p> <p>2. <i>It should be deliverable.</i> The Council recognizes that delivery of employment-led redevelopment is dependent on the development being viable. It has reviewed the viability of options for redevelopment in the light of the landowner's emerging proposals. This review shows that redevelopment for employment use alone would not be viable and therefore unlikely to come forward in a period that would enable the jobs lost by the departure of DSTL to be replaced in a timely manner. However, with the inclusion of residential development alongside the employment uses, there is the prospect of making the whole development viable. There is substantial development on the site at present, as set out in the CLUED granted by SE/03/02897/LDCEX. The existing employment density of the site is relatively low which means there is scope to replace the existing jobs in a redevelopment on only part of the site creating space for significant residential development as part of a comprehensive development while still keeping within the existing developed area. Evidence produced on behalf of the landowner and reviewed by the Council shows that a development providing replacement employment provision and incorporating approximately 450 dwellings could potentially be accommodated within the existing built confines and without adverse impact on the AONB or an increase in development in the Green Belt. Such a development represents a useful addition to the Council's housing land supply and should enable a range of housing types and tenures to be included.</p> <p>3. <i>It should be comprehensive.</i> Fort Halstead is a large site and the departure of DSTL could effectively render the whole site redundant unless redevelopment is undertaken. Redevelopment needs to be comprehensive and integrated to ensure a high quality outcome for the whole site and secure a viable future for QinetiQ on the site. A development agreement and phasing plan will be needed to ensure that the development is delivered as a whole in a timely way and in a way that is truly employment-led.</p> <p>4. <i>It should comply with sustainable development principles.</i> This should include provision of appropriate community facilities on site proportionate to the scale of the development, sustainable transport proposals for accessing the</p>

Ref	Page	Policy/ Paragraph	Main Modification
			<p>site, sustainable construction methods and provision of green infrastructure and measures to conserve and enhance the Kent Downs AONB in which the site is situated.</p> <p>5. <i>It should result in no increased impact on the Green Belt and AONB within which the site lies.</i> This means that development should be contained within the Major Employment Site boundary. In addition the overall quantity of development on the site should not increase and the height of buildings should also be contained to avoid any increased visual impact on the surrounding area. Existing woodland around the site incorporates ancient woodland that should be protected in its own right but in addition needs to be retained to ensure the developed site remains well-screened. As far as possible, the overall development should contribute positively to the AONB.</p> <p>1.4</p> <p>1.5 <del>At this stage it is considered premature to set out a detailed proposal for future redevelopment and Policy EMP3 instead sets out broad</del> sets out requirements for future development and the principles that will apply when redevelopment proposals are being considered. The delivery mechanism to the policy proposes the preparation of a development brief for the site to provide a more specific agreed planning framework.</p> <p>1.6 The Core Strategy states (para 4.5.20) that the defined boundary of the site from the Saved Local Plan will be reviewed to more fully reflect the developed area in business use. This review has been carried out and the new boundary is shown in Appendix 6</p> <p><b>Policy EMP3 - Redevelopment of Fort Halstead</b></p> <p>Fort Halstead, as defined in Appendix 6, is allocated as a Major Employment Site in the Green Belt.</p> <p>Redevelopment proposals will be expected to achieve a range of employment uses such as <u>research and development serviced offices and workshops or land based employment</u>, and generate at least the number of jobs that the site accommodated immediately prior to the announced withdrawal of DSTL from the site. <u>Redevelopment may also include a hotel. Land based employment, such as the management of the woodland and downland will also be supported, subject to the criteria below.</u></p> <p><u>Residential development of up to 450 units may also be permitted provided it forms part of a mixed used scheme that</u></p>

## Agenda Item 10

Ref	Page	Policy/ Paragraph	Main Modification
			<p><u>delivers an employment-led development and complies with other aspects of the policy.</u></p> <p><u>The inclusion of appropriate community facilities and infrastructure to support the sustainable development of the site consistent with the policy will be required.</u></p> <p>Redevelopment of the site will maintain or reduce the amount of built development on the site and be fully contained within the Major Employment Site Boundary. It should have no greater impact on the openness of the Green Belt. The height of the buildings must take into account the need to conserve and enhance the natural beauty of the countryside in this location.</p> <p>Redevelopment proposals, <del>including those to widen the mix of uses on site, such as including an element of residential development and a hotel,</del> would be expected to:</p> <ul style="list-style-type: none"> <li>• Be sustainable in respect of the location, uses and quantum of development and be accompanied by a Travel Plan incorporating binding measures to reduce dependency of future occupants on car use;</li> <li>• Provide accessibility to jobs, shops and services by public transport, cycling or walking, including proposals for onsite provision proportionate to the proposed development;</li> <li>• Make a positive contribution to the achievement of aims and objectives of the Kent Downs AONB Management Plan and conserve and enhance the natural beauty and tranquillity of the Kent Downs Area of Outstanding Natural Beauty;</li> <li>• Confirm, by way of a Transport Assessment, that the development would not have an unacceptable adverse impact on the local and strategic road networks;</li> <li>• Protect and integrate the Scheduled Ancient Monument and listed buildings into the development with improved access and setting;</li> <li>• Integrate existing dwellings located in close proximity to the boundary of the Major Employment Site into the new development;</li> <li>• Incorporate principles of sustainable design and construction to minimise energy consumption in its construction and operation;</li> <li>• Improve the provision and connectivity of green infrastructure, including the protection, enhancement and management of biodiversity and the provision of improvements to the Public Right of Way network.</li> <li>• Provide for a comprehensive development and include a phasing plan, including phasing of infrastructure provision, showing how each phase of the development will contribute to</li> </ul>

Ref	Page	Policy/ Paragraph	Main Modification
			<p>the implementation of the policy.</p> <p>Delivery Mechanism: A Planning Brief will be prepared to guide the redevelopment of Fort Halstead, in consultation with, amongst others, the site owners, local parish councils, the Kent Downs AONB Unit and infrastructure providers.</p>
MM9	P.44	<p>Broom Hill Paragraph 4.30</p> <p>Appendix 4</p>	<p>The 'Employment Land Review' (2007) and the 'Employment Land Review Update' (2011) are based on the development of 4.1ha of the total 8.1ha allocated for employment use at Broom Hill. <del>This provides the opportunity to consider a mix of uses on the site.</del> Planning permission was recently granted for residential development on the western half of the site for up to 61 dwellings, partly on the basis that employment requirements could be met on the eastern half. The Council consider that the <del>site is suitable for a mix of employment</del> proposed allocation remains suitable for employment development, as well as providing opportunities for improved open space provision on the site and land in the Green Belt to the north.</p> <p>EMP4 Land at Broom Hill, Swanley</p>

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Ref	Page	Policy/ Paragraph	Main Modification						
		Appendix 9	<p>(Note: annotation 'land to be maintained as open space' deleted on the western edge of the site)</p> <p>Delete designation 2053 (Land at Broom Hill) for natural and semi natural open space on the map of Swanley. Delete corresponding entry in the schedule (listed as 2063).</p>						
MM10 & MM11	Various	Implementation and Monitoring  Performance	<table border="1"> <thead> <tr> <th data-bbox="598 1886 1038 1935"><u>Performance indicator</u></th> <th data-bbox="1038 1886 1482 1935"><u>Proposed Target</u></th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="598 1935 1482 1973"><b>Environment pg 26</b></td> </tr> <tr> <td data-bbox="598 1973 1038 2011">Number of applications for</td> <td data-bbox="1038 1973 1482 2011">No demolitions should be</td> </tr> </tbody> </table>	<u>Performance indicator</u>	<u>Proposed Target</u>	<b>Environment pg 26</b>		Number of applications for	No demolitions should be
<u>Performance indicator</u>	<u>Proposed Target</u>								
<b>Environment pg 26</b>									
Number of applications for	No demolitions should be								

Ref	Page	Policy/ Paragraph	Main Modification	
		Indicators and Targets	<i>demolitions in Conservation Areas</i>	<i>granted contrary to advice from the Conservation Officer and/or English Heritage.</i>
			<b>Housing pg 36</b>	
			<i>Progress on delivering new housing on Housing Allocation sites</i>	<i>Housing allocations completed in line with the phasing set out in the development guidance in Appendix 3 of the ADMP</i>
			<i>Progress on delivering new housing on mixed use allocation sites</i>	<i>All mixed use allocation sites completed in line with the phasing set out in the development guidance in Appendix 5 of the ADMP</i>
			<i>Additional completed units from residential subdivision</i>	<i>No additional completed units granted contrary to policy or overturned at appeal following a refusal</i>
			<i>Number of completed housing sites with a net loss of units</i>	<i>No more than 5% of completed housing sites to have net loss during the plan period.*</i>
			<b>Economy and Employment pg 45</b>	
			<i>Maintenance of Employment Allocations and Major Developed Employment Sites in the Green Belt</i>	<i>No loss of Employment Allocations and Major Developed Employment Sites in the green belt</i>
			<i>Progress on Broom Hill development</i>	<i>Development completed within the Plan period.</i>
			<i>Change in Employment floor space in non allocated sites</i>	<i>No annual net loss of employment floor space across the District</i>
			<b>Town and Local Centres pg 55</b>	
			<i>Percentage of A1 frontage within Primary Frontages of Sevenoaks Town Centre</i>	<i>At least 70% A1 frontage within Primary Frontage of Sevenoaks Town Centre</i>
			<i>Percentage of A1 frontage within Primary Retail Frontage of Edenbridge Town Centre</i>	<i>At least 45% A1 frontage within Primary frontage of Edenbridge Town Centre</i>
			<b>Green Infrastructure and Open Space pg 65</b>	
			<i>Development of school playing fields</i>	<i>No development of school playing fields contrary to policy or overturned at appeal</i>
			<b>The Green Belt pg 83</b>	
			<i>Proportion of additional</i>	<i>90% of newly built</i>

# Agenda Item 10

Ref	Page	Policy/ Paragraph	Main Modification	
			<i>employment floor space in Urban Confines</i>	<i>employment (B use classes), excluding replacement buildings, to be within the Urban Confines during the plan period**</i>
			<i>Proportion of completed housing in Urban Confines</i>	<i>80% housing units to be built within Urban Confines***</i>
			<i>Proportion of residential Green Belt applications overturned at appeal for: Extensions, Basements, Outbuildings, Replacement dwellings</i>	<i>No refused proposals for extensions, basements, outbuildings or replacement dwellings overturned at appeal</i>
			<i>Net additional caravan/mobile home units for agricultural and forestry workers in the Green Belt</i>	<i>No refused proposals for additional caravan/mobile home units for agricultural and forestry workers in the Green Belt overturned at appeal</i>
			<b><i>Leisure and Tourism pg 87</i></b>	
			<i>Additional Hotel and Tourist Accommodation Units in Urban Confines and Green Belt</i>	<i>No net loss of hotel and tourist accommodation in the District</i>
			<i>Additional Tourist attractions and facilities</i>	<i>No net loss of tourist attractions and facilities in the District</i>
			<i>Number of equestrian related applications overturned at appeal</i>	<i>No refused equestrian related development overturned at appeal</i>
			<i>Development at Brands Hatch</i>	<i>No refused proposals for development at Brands Hatch overturned at appeal</i>
			<b><i>Community Facilities pg 89</i></b>	
			<i>Development of redundant school buildings</i>	<i>No development of redundant school buildings where the applicant was not able to show that alternative community uses were not previously considered.</i>
			<b><i>Travel and Transport pg 94</i></b>	
			<i>Number of developments which include publicly accessible electric vehicle charging points</i>	<i>A net increase in electric vehicle charging points over the plan period</i>



Ref	Page	Policy/ Paragraph	Main Modification																	
			<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"><i>Number of developments which depart from Vehicle Parking Guidance Note</i></td> <td style="width: 50%;"><i>No developments permitted which depart from Vehicle Parking Guidance Note</i></td> </tr> </table> <p>* <u>Since 2006, 548 housing sites have been completed of which 7 (2.8%) had an overall net loss of units.</u></p> <p>** <u>Since 2006, 1.4% of additional newly built (excluding replacements) employment (B use classes) floorspace built within the District was within the Green Belt.</u></p> <p>***<u>Since 2006, 80% of net housing was built within the Urban Confines. Of the remaining 20%, 17% completed housing units were considered appropriate development within the Green Belt including rural exception sites, conversions of existing buildings and redevelopment of sites where there is no greater harm to the openness of the green belt.</u></p>		<i>Number of developments which depart from Vehicle Parking Guidance Note</i>	<i>No developments permitted which depart from Vehicle Parking Guidance Note</i>														
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MM12	Various	Implementation and Monitoring  Core Strategy Performance Indicators and Targets	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"><b>Core Strategy Performance Indicator</b></td> <td style="width: 50%;"><b>Target</b></td> </tr> <tr> <td colspan="2"><b>Chapter 1. Sustainable Communities and Development Principles pg 14</b></td> </tr> <tr> <td>Proportion of completed housing in main settlements of Sevenoaks, Swanley and Edenbridge</td> <td>68% of the housing supply in predicted to be within Sevenoaks Urban Area and Swanley. 74% of the housing supply is predicted to be within Sevenoaks Urban Area, Swanley and Edenbridge.</td> </tr> <tr> <td>Change in Employment floor space in the Main Settlements</td> <td>The overall stock of employment land to be maintained</td> </tr> <tr> <td>Proportion of additional employment floor space in Urban Confines</td> <td>The overall stock of employment land to be maintained</td> </tr> <tr> <td>Proportion of completed housing in Urban Confines</td> <td>No new dwellings were allowed on appeal by the Planning Inspectorate within the Green Belt</td> </tr> <tr> <td>Changes in Settlement Hierarchy services and facilities score for individual settlements</td> <td>No loss of services and facilities that serve the local community within rural settlements</td> </tr> <tr> <td colspan="2"><b>Chapter 2. environment pg 26</b></td> </tr> </table>		<b>Core Strategy Performance Indicator</b>	<b>Target</b>	<b>Chapter 1. Sustainable Communities and Development Principles pg 14</b>		Proportion of completed housing in main settlements of Sevenoaks, Swanley and Edenbridge	68% of the housing supply in predicted to be within Sevenoaks Urban Area and Swanley. 74% of the housing supply is predicted to be within Sevenoaks Urban Area, Swanley and Edenbridge.	Change in Employment floor space in the Main Settlements	The overall stock of employment land to be maintained	Proportion of additional employment floor space in Urban Confines	The overall stock of employment land to be maintained	Proportion of completed housing in Urban Confines	No new dwellings were allowed on appeal by the Planning Inspectorate within the Green Belt	Changes in Settlement Hierarchy services and facilities score for individual settlements	No loss of services and facilities that serve the local community within rural settlements	<b>Chapter 2. environment pg 26</b>	
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<b>Chapter 2. environment pg 26</b>																				

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Ref	Page	Policy/ Paragraph	Main Modification	
			Performance of new housing against Building for Life criteria	Two thirds of new housing development to be rated good or better against the Building for Life criteria and no development to be rated poor.
			Changes in Settlement Hierarchy services and facilities score for individual settlements	No loss of services and facilities that serve the local community within rural settlements
			Change in the number of Heritage Assets	No loss of listed buildings, historic parks and gardens, scheduled monuments or sites of archaeological interest.
			Change in Conservation Area extents	No reduction in the extent of Conservation areas due to insensitive development
			<b>Chapter 5. Town and Local Centres pg 46</b>	
			Change in Retail floorspace in the main settlements	Approximately 4000sqm net additional floorspace to be provided in Sevenoaks Town Centre by 2026.
			Swanley Regeneration Scheme	A town centre regeneration scheme, consistent with the Core Strategy, to be approved within five years and completed within ten years of the Core Strategy adoption.
			Changes in Settlement Hierarchy services and facilities score for individual settlements	No loss of services and facilities that serve the local community within rural settlements
			<b>Chapter 6. Green Infrastructure and Open Space pg 56</b>	
			Protection of Open Space Allocations	To maintain the Open Space allocations
			<b>Chapter 9. Community Facilities pg88</b>	
			Changes in Settlement Hierarchy services and facilities score for individual settlements	No loss of services and facilities that serve the local community within rural settlements



## Agenda Item 10

MM6 Appendix:

Site Address:	Land west of St Johns Way and Enterprise Way, Edenbridge	Settlement:	Edenbridge
Ward:	Edenbridge North and East	Proposed Allocation:	Residential and Open Space
Current Use / PP:	Greenfield and residential		
Development Guidance:			
<p><b>Design and Layout</b></p> <p>The site is dissected by an area of flood zone 3a and 3b as shown on the accompanying map. No residential development should be located within this area and sustainable drainage systems (SUDS) will be required as part of any scheme, together with a flood risk assessment. This river corridor should form a feature of the site, and should be managed and enhanced for biodiversity and recreation, in addition to its primary purpose as functional flood plain. Residential development should be located north and south of the constrained flood area.</p> <p>The development will need to be designed to minimise its impact on the Green belt/open farmland to the west and scheme design, including building heights and density, should reflect the edge of settlement location of this site. The relationship of the development to the railway lines to the north and south and to the residential and industrial estate to the east will need to be carefully addressed. Proposals should not prejudice the operation of the existing industrial estate, or compromise the amenity of existing and future residents.</p> <p>The size and context of the site make it suitable for a range of housing types, sizes and tenures, including affordable housing in accordance with Council policy. This site is also considered suitable for housing designed for older people (including those with special needs), as it is close to a range of services that would provide for the needs of future occupants.</p> <p><b>Landscape</b></p> <p>The TPO trees within and adjacent to the site should be preserved and form an integral part of the scheme. Landscaping and planting should be integrated into the development and will be required to screen the site from the adjacent countryside, and to provide a buffer between the railway lines, industrial estate, existing residential and the development site. These buffers will also provide biodiversity corridors which will enhance the green infrastructure network and make connections beyond the site. The river corridor should also include biodiversity enhancements. Site biodiversity surveys will be required to ensure any biodiversity concerns are adequately mitigated.</p> <p>Provision of public open space will be required to support the development. The type and layout of open space will be a matter for consultation with the local community, but could include amenity greenspace, children's playspace and allotments, as outlined in the Council's Open Space Study.</p> <p><b>Access</b></p> <p>The primary access to the site should be from St John's Way, with secondary access from Enterprise Way. The existence of the flood zone in centre of the site reinforces the need for multiple accesses. A Transport Assessment will be required to support any future application for the development of the site. Walking / cycling routes into Edenbridge town centre and to Edenbridge / Edenbridge Town station should be improved.</p> <p><b>Infrastructure</b></p> <p>Contributions to CIL will be required. This should facilitate contributions to mitigate impacts of the development on infrastructure, including education.</p>			

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Delivery - Principal site owner promoting site for development. The site could come forward in phases, provided no one phase of development would prejudice the development of the area as a whole.			
Gross Area (Ha):	11.8	Net Area (Ha):	9.2 (2.6ha flood zone)
Approximate Density (DPH):	30	Approximate Net Capacity:	276
Estimated Development Period:	0-5 years (2012-2016) and 6-10 years (2017-2021)	Source / Evidence Base:	Core Strategy Reserve Land

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### Implications for the ADMP sustainability appraisal report following the Main Modifications

		Modification	Soundness reason	Implications for the Sustainability Appraisal
MM1	New policy	New policy EN5 - Landscape (see HDC49)	Consistent with national policy	An appraisal will be carried out for this policy. The policy is consistent with the policies within the Core Strategy and the other proposed ADMP policies and is not expected to have any significantly negative impacts.
MM2	Policy H1(c)	Change Gasholders Site boundary (para 4.2.4 of Council's Statement on Matter 4)	Justified	The appraisal for this allocation will be updated. No change is anticipated.
MM3	Policy H1(o)	Warren Court buffer and amended housing area/figures (see HDC58)	Justified	The appraisal for this allocation will be updated. No change is anticipated.
MM4	Policy H2(a)	Include Sevenoaks Delivery Office within boundary of H2(a) and up-date guidance (see para 4.27.1 of Council's Statement on Matter 4)	Justified	The appraisal for this allocation will be updated. No significant change is anticipated.
MM5	Policy H2(f)	Powder Mills - introduction of flexibility regarding the retention of Building 12 (see HDC62)	Justified and effective	The appraisal for this allocation will be updated. No change is anticipated.
MM6	See CS policy LO 6	Release of land at Edenbridge (see para 4.13.14 of Council's Statement on Matter 4 and HDC48)	Positively prepared, justified and effective	An appraisal will be carried out for this allocation taking into account the appraisal carried out for the Core Strategy Draft for Submission. The appraisal is not expected to identify any significantly negative impacts.
MM7	Paragraph 4.6	Clarification regarding the relationship between ADMP and CS policy SP8 (see HDC 52a)	Justified	No change to the SA is anticipated.
MM8	Policy EMP3	Clarify policy on Fort Halstead	Positively prepared, justified and effective	The appraisal for this allocation will be updated. Changes to the appraisal are anticipated to take account of additional housing.
MM9	Policy EMP4	Removal of open space designation at Broom Hill, Swanley (see HDC34)	Justified	The previous appraisal will be removed as it is no longer relevant.
MM10	Implementation and Monitoring	Performance indicators (see para 11.1.2 of Council's Statement on	Effective	No change to the SA is anticipated

		Matter 11)		
MM11	Implementation and Monitoring	Proposed targets (see para 11.1.5 of Council's Statement on Matter 11)	Effective	No change to the SA is anticipated
MM12	Implementation and Monitoring	CS targets added (see para 11.2.3 of Council's Statement on Matter 11)	Effective	No change to the SA is anticipated



**LOCAL DEVELOPMENT SCHEME – WORK PLAN FOR FUTURE PLANNING POLICY WORK**

**Local Planning and Environment Advisory Committee – 1 July 2014**

Report of Chief Planning Officer

Status: For Consideration

Also considered by: Cabinet – 17 July 2014

Key Decision: No

**Executive Summary:**

The Local Development Scheme (LDS) sets the work programme for the development of Local Plan (formerly Local Development Framework) documents. The latest formally adopted version of the Local Development Scheme was agreed by Cabinet in March 2012 and is out of date. Given current uncertainties over the timetables for the preparation of the Allocations and Development Management Plan and the Gypsy and Traveller Plan (expanded upon in the report), it is recommended that the Council postpones the agreement and adoption of a new Local Development Scheme until Autumn 2014. It is recommended that the Council now undertakes a new Strategic Housing Market Assessment to begin the process of addressing concerns expressed about the Core Strategy housing target through the Broom Hill appeal decisions and the ADMP examination.

**Portfolio Holder** Cllr. Piper

**Contact Officer(s)** Steve Craddock (7315)

Hannah Gooden (7178)

**Recommendation to Local Planning and Environment Advisory Committee:**

That the committee endorses the recommendation to Cabinet

**Recommendation to Cabinet:**

- a) That the Council undertakes a new Strategic Housing Market Assessment (SHMA) to identify its objectively assessed housing need, following the publication of new Government household projections later in Autumn 2014, and that this, and its comparison with the Core Strategy housing target, forms the first step in considering the need to review or partially review the Core Strategy.
- b) That the Local Development Scheme is reconsidered in Autumn 2014, once the likely timetable for the adoption of the Allocations and Development Management Plan (ADMP) is clear and once the Gypsy and Traveller Site Options consultation is

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closed and an initial assessment of comments has been carried out.

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### **Reason for recommendation:**

- a) This will allow the Council to begin the process of reassessing whether the Core Strategy housing target (which was carried forward from the South East Plan) remains appropriate for the District, following the appeal decisions at Broom Hill, Swanley, and the examination of the ADMP. Officers believe that the Council showing a commitment to undertake this work will increase the chances of the ADMP being found sound.
- b) The Local Development Scheme is supposed to provide a degree of certainty for the local community and stakeholders about the timetable for the preparation of local planning documents. Given the uncertainties related to the preparation of the ADMP and the Gypsy and Traveller Plan at present, it would be very difficult to prepare a revised Local Development Scheme to provide this certainty. As a result, it is suggested that consideration of this is postponed.

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### **Introduction and Background**

- 1 The Local Development Scheme (LDS) sets the work programme for the development of Local Plan (formerly Local Development Framework) documents. The latest formally adopted version of the Local Development Scheme was agreed by Cabinet in March 2012. It establishes that the Council will prepare an Allocations and Development Management Plan and a Gypsy and Traveller Plan, amongst other documents. The timetable from the adopted Local Development Scheme is set out in appendix A.
- 2 The Local Development Scheme needs to be updated to reflect the current timetable for the preparation of local planning documents. In January 2014, a report of the Chief Planning Officer was taken to the Local Planning and Environment Advisory Committee (LPEAC) to propose that the LDS be updated to include the timetable set out in appendix B. This meeting was held inquorate.
- 3 A Cabinet decision is needed to amend the Local Development Scheme. In January 2014, it was considered that it would make more sense for Cabinet to consider the update once the timetable for the remaining stages of the preparation of the ADMP became clear following the examination (which is driven by the Inspector rather than the Council) rather than risk an update becoming quickly out of date.

### **Allocations and Development Management Plan (ADMP)**

#### Background

- 4 The ADMP was agreed by Full Council for submission for examination by the Planning Inspectorate in February 2013. Since then the ADMP has been:
  - published for interested parties to make comments on (between March and May 2013);

- submitted for examination (in November 2013); and
  - examined through hearings (March 2014).
- 5 Whilst the hearings have now closed, the examination remains open until we receive the Inspector's report. Since the plan was submitted for examination we have also received the decision on the public inquiry held to consider the Broom Hill appeals (January 2014), where the Inspector granted permissions to residential developments because evidence suggests that the District's housing need is greater than the Core Strategy target.
- 6 The ADMP supplements the Core Strategy. The Core Strategy, rather than the ADMP, sets a housing target for the District. The ADMP identifies housing allocations (which the Core Strategy does not), areas of employment land that should be protected where they are still needed and important areas of open space. It also sets out new development management policies, which will replace the remaining 'saved' policies from the Local Plan 2000.

### Consideration of Housing Targets

- 7 Officers have argued through the examination process that the ADMP is not intended to establish a housing target for the District. Other parties argued that the ADMP was not consistent with the NPPF and, therefore, could not be adopted because it did not contain a strategy for meeting the objectively assessed housing need for the area and was instead based on a South East Plan housing target which has now been abolished. The inability of the Council to show that it has a strategy for meeting NPPF-compliant 'Objectively Assessed Needs' for housing was an important factor in it losing the four appeals at Broom Hill and deciding not to defend the reasons for refusal at the re-opened Brendoncare appeal, on the reserve land in Edenbridge.
- 8 This challenge represents a risk to the soundness of the ADMP. During the examination, the Inspector asked Council officers to suggest how they would recommend to Members that the appropriateness of the Core Strategy housing target be reconsidered. The following steps were suggested (and the first and second form part of the recommendation to this committee):
- 1) The Council should carry out an NPPF-compliant objective assessment of housing need, having regard to the latest CLG housing projections for the area. In order to comply with the Duty to Co-operate, the Council should work with neighbouring and nearby local authorities to identify common methodological principles for carrying this out and, where interest exists, commission a study jointly with other authorities. In particular the Council should continue discussions with Tonbridge and Malling Borough Council, Tunbridge Wells Borough Council and other Kent authorities (through the Kent Planning Officers Group).
  - 2) Identify the extent of the difference between the objective assessment of housing need and the Core Strategy target.

## Agenda Item 11

- 3) Consider and keep under review the Secretary of State / Planning Inspectorate's interpretation of the balance to be made between meeting housing needs and protecting the Green Belt / conserving and enhancing the AONB under para 14 of the NPPF, following the Planning Minister's letter of 3 March 2014.
  - 4) Undertake discussions with neighbouring and nearby authorities, at officer and member level, to identify opportunities for needs arising in Sevenoaks District being met in less constrained areas, in accordance with the Duty to Cooperate. Undertake a new Strategic Housing Land Availability Assessment (SHLAA) to identify how needs can be met. In order to comply with the Duty to Co-operate, the Council should work with neighbouring and nearby local authorities to identify common methodological principles for carrying this out and, where interest exists, commission a study jointly with other authorities.
  - 5) Following consideration of the above steps, the Council should determine the need for the LDS to set out a detailed timetable for the adoption of a revised Core Strategy / Local Plan (including considering the opportunity for a partial review), taking forward what the Council and other stakeholders consider continue to be sound from the existing Core Strategy and Allocations and Development Management Plan. This timetable should have regard to the potential need to update employment land, retail, transport and infrastructure studies, amongst others, to identify the implications of the Council adopting (if necessary) higher housing targets.
- 9 It is recommended that step 1 above is undertaken once the Government publishes its latest household projections for districts in Autumn 2014, which officers understand will be the first projections to fully take account of the 2011 Census. It is important to note that the recommendation does not go so far as suggesting that the Core Strategy will definitely need to be reviewed. Following the completion of steps 1 and 2, a review of the Local Development Scheme should confirm whether there is a need to undertake a review of the Core Strategy. As well as undertaking these steps, Council officers will continue to discuss planning policy issues, including the methodologies being used to prepare evidence, as part of the Duty to Co-operate (relevant to step 3). Officers will also follow relevant Planning Inspector and Secretary of State decisions and policy statements (relevant to step 4).

### The Inspector's 'main modifications' and post-hearing questions

- 10 Following the ADMP examination hearings, the Inspector wrote to the Council to set out his initial findings and the 'main modifications' necessary to make the plan sound. A separate report on this agenda addresses the issues raised by these and recommends that the Council consults on the modifications and passes comments to the Inspector so that he can decide whether the modifications are in fact necessary and appropriate. The time that the Inspector may require to do this depends on the number and complexity of responses received and is, therefore, an unknown.
- 11 Following the Inspector's issue of his initial findings and 'main modifications', he has asked the Council to consider the implications of a recent High Court decision (Gallagher Homes and Lincourt Homes v Solihull BC) that quashed Solihull BC's

adoption of its Local Plan. The High Court decided that, amongst other things, the plan should be quashed 'because it is not based on a strategy which seeks to meet objectively assessed development requirements nor is it consistent with the NPPF'. The Council has sought legal advice on this matter. However, the Inspector's consideration of this issue, and other forthcoming high court challenges, provide a degree of uncertainty that makes identifying a timetable for the adoption of the plan difficult.

- 12 There would be nothing to stop the Council adopting the ADMP in advance of, or alongside, a review of the Local Development Scheme in Autumn 2014, if the programme progresses as was expected in the draft LDS from January 2014.
- 13 The Green Belt SPD, proposed in the existing Local Development Scheme and January 2014 draft, will provide further guidance on how the Council will interpret policies in the Green Belt chapter of the ADMP. Given this, it can not be adopted by the Council until the ADMP is adopted. The Green Belt SPD was subject to consultation in March-May 2013.

**Gypsy and Traveller Plan**

- 14 Cabinet resolved to publish a Gypsy and Traveller Plan: Site Options consultation document on 10 April 2014. The consultation on the document runs between 23 May 2014 and 4 July 2014. The opportunity for interested parties to suggest additional site options runs until 18 July 2014.
- 15 The Site Options consultation document itself and the covering report made it clear that is an 'early' consultation stage, that the consultation is on 'potential site options' and that the document can be given very little weight in the planning process at this stage. This is consistent with the NPPF and it remains the case.
- 16 The Site Options consultation has generated a significant level of interest, many comments on the sites proposed and a number of general points, such as the distribution of existing and proposed sites across the District. The call for sites remains open until 18 July. Many suggestions have already been put forward and officers will need to carry out an initial assessment of the willingness of landowners to allow Gypsy and Traveller pitches on these sites and of the planning constraints and opportunities that exist.
- 17 It has previously been suggested that this timetable is followed to prepare the Gypsy and Traveller Plan, from the close of the current consultation:

Autumn 2014	<p>Consideration of the 'pre-submission' version of the Gypsy and Traveller Plan by Local Planning and Environment Advisory Committee, Cabinet and Full Council.</p> <p>Note: The pre-submission version of the plan should be agreed as the Council wish to see it adopted and as officers should defend it at examination.</p>
Autumn / Winter	Publication of the 'pre-submission' version of the plan for the

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2014	public and stakeholders to submit comments on.
Spring 2015	Submission of the Gypsy and Traveller Plan for examination.
Summer 2015	Examination of the Gypsy and Traveller Plan held by an independent Planning Inspector.
Autumn 2015	Publication of the Inspector's report.
Winter 2015	Local Planning and Environment Advisory Committee, Cabinet and Full Council consider whether to adopt the Gypsy and Traveller Plan with any Inspector's modifications.

- 18 If any of the sites put forward through the call for sites are found to be potentially deliverable, appropriate and preferable to those previously consulted upon, then the Council may want to consult on these as 'site options' before including them in a 'pre-submission' version of the plan. This would require a further debate by the Local Planning and Environment Advisory Committee, a decision by Cabinet, a 6 week consultation period (at least) and further time to consider comments received. If this were to be the case then the Council could not consider the 'pre-submission' version of the plan in Autumn 2014, when it would be expected that an additional site options consultation would be carried out instead.
- 19 In addition, if it is decided that any of the proposals included in the Site Options consultation are not going to be supported by the Council then more time may be needed to continue discussions with landowners to find alternative sites, if the call for sites process has not provided a sufficient number of potential deliverable pitches. Until all comments on the recent consultation document have been reviewed and an initial assessment of sites promoted through the call for sites has been carried out there is a significant risk that the adoption of a timetable for the preparation of the Gypsy and Traveller Plan through a Local Development Scheme could be misleading.
- 20 During the consultation, residents of Shoreham have written to the Secretary of State for Communities and Local Government and received a response from one of his department's civil servants. The response suggested that the Government may be publishing a consultation on amendments to national planning policy for Gypsy and Traveller sites in 'due course'. Any significant change in national policy may require a change in the Council's approach and could lead to any targets for the publication of a pre-submission version of the plan not being met.
- 21 If the issues above are resolved in time, there would be nothing to stop the Council agreeing a pre-submission version of the Gypsy and Traveller Plan in Autumn 2014, as envisaged in the draft LDS from January 2014, and reviewing the Local Development Scheme at the same time.
- 22 A report on the comments received during the Gypsy and Traveller consultation and the sites proposed through the call for sites will be presented to Local

Planning and Environment Advisory Committee at its next meeting (on 23 October 2014) and the following Cabinet meeting regardless of the decision made on the Local Development Scheme.

- 23 Over 25 sites for additional pitches (including some further extensions of existing sites) have been submitted to the Council as part of the consultation, at the time of writing. This includes sites all across Sevenoaks District. As previous reports have noted, sites must be deliverable/developable if their inclusion in the plan is to be found sound. This requires a willingness of the landowner to develop the site for that use or for there to be plans for a larger development that the Council can require Gypsy and Traveller pitches as part of (without impacting housing supply). Officers are following up on the sites that have been promoted to identify and contact landowners and continue to look for and encourage additional sites to be promoted. If potential deliverable/developable sites are identified then initial (planning) site assessments will be undertaken and reported to Members at the next Local Planning and Environment Advisory Committee and then Cabinet in the Autumn. Depending on the deliverability and acceptability of sites proposed and identified by the Council, this may allow Members to rule out some sites consulted upon in the Site Options consultation, when considering responses to it in the Autumn.

### **Other Options Considered and/or Rejected**

The Council could set a timetable for the preparation of local planning documents now, based on the draft considered by Local Planning and Environment Advisory Committee in January (subject to any modifications that Members want to make). However, given the following uncertainties, it is considered that it would be better to review the Local Development Scheme at Local Planning and Environment Advisory Committee in October and Cabinet in November:

- The uncertainty surrounding the ADMP Inspector's questions in relation to the recent High Court judgements;
- The uncertainty surrounding the timetable for the Council receiving the Inspector's report on the ADMP, given the need for further consultation before then;
- The need for officers to consider the responses received on the Gypsy and Traveller Plan;
- The uncertainty over the number and suitability of sites proposed through the Gypsy and Traveller call for sites (prior to it closing); and
- The uncertainty caused by potential changes in Government planning policy on planning for Gypsies and Travellers.

The Council could choose not to undertake a new Strategic Housing Market Assessment for the District but doing this may increase the risk of the ADMP being found unsound.

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## Key Implications

### Financial

This report has no financial implications. The preparation of planning policy documents and evidence will be funded from existing budgets.

### Legal Implications and Risk Assessment Statement.

The Council is required to prove to an Inspector that the ADMP and the Gypsy and Traveller Plan are sound before they can be adopted. Setting a timetable that enables issues to be properly considered and evidence thoroughly prepared will increase the chances of this.

### Equality Impacts

Consideration of impacts under the Public Sector Equality Duty:		
Question	Answer	Explanation / Evidence
a. Does the decision being made or recommended through this paper have potential to disadvantage or discriminate against different groups in the community?	No	Equalities Impact Assessments have been carried out previously for the preparation of the Allocations and Development Management Plan. The decision on the timetable for the preparation of these documents does not have a bearing on these.
b. Does the decision being made or recommended through this paper have the potential to promote equality of opportunity?	No	
c. What steps can be taken to mitigate, reduce, avoid or minimise the impacts identified above?		N/A

## Conclusions

This report has identified the current uncertainties that are affecting the timetable for the preparation of the ADMP and the Gypsy and Traveller Plan. It is proposed that the Local Development Scheme is reconsidered in Autumn 2014, once the likely timetable for the adoption of the ADMP is clear and once the Gypsy and Traveller Site Options consultation has closed and an initial assessment of comments has been carried out.



**Appendices**

Appendix A – Local Development Scheme Timetable  
(March 2012)

Appendix B – Draft Local Development Scheme  
Timetable as considered by Local Planning and  
Environment Advisory Committee (January 2014)

**Richard Morris**  
**Chief Planning Officer**

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**Appendix A - Local Development Scheme Timetable (March 2012)**

**3 TIMETABLE FOR PRODUCTION OF DPDS**

3.1 The following is an indicative timetable for the production of the Local Development Framework. Whilst the Council is no longer required to include SPDs within the timetable, they are included for information purposes. Priority will be given to the preparation of DPDs. The District will support the preparation of Neighbourhood Plans but they are not included as their preparation is led by local parish and town councils. Planning Briefs for other key development sites identified in the Core Strategy may also be required. If needed these will be added to the schedule for completion during the LDS period.

	2012												2013												2014											
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
<b>Development Plan Documents</b>																																				
Allocations & Development Management Policies DPD	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█												
CIL Charging Schedule	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█												
Gypsy and Traveller DPD																																				
<b>Supplementary Planning Documents</b>																																				
Residential Character Areas SPD - Sevenoaks	█	█	█	█	█	█	█	█	█	█	█	█																								
Residential Character Areas SPD - Swanley																																				
Residential Character Areas SPD - Edenbridge																																				
Green Belt SPD	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█												
Horsiculture SPD																																				

Development Plan Documents

- █ Preparation (Regulation 25)
- █ Informal Consultation (Regulation 25)
- █ Pre-Submission Publication (Regulation 27)
- █ Cabinet/Committee Approval
- █ Submission (Regulation 30) - Key Milestone

- █ Pre-Hearing Meeting
- █ Hearing
- █ Inspector's Report
- █ Adoption - Key Milestone

Supplementary Planning Documents

- █ Preparation
- █ Consultation
- █ Adoption

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### **3 TIMETABLE FOR PRODUCTION OF DPDS**

3.1 The following is an indicative timetable for the production of the Local Plan. Whilst the Council is no longer required to include SPDs within the timetable, they are included for information purposes. Priority will be given to the preparation of DPDS. The District will support the preparation of Neighbourhood Plans but they are not included as their preparation is led by local parish and town councils. Planning Briefs for other key development sites identified in the Core Strategy may also be required.

	2013			2014												2015												
	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
<b>Development Plan Documents</b>																												
Allocations & Development Management Plan																												
CIL Charging Schedule																												
Gypsy and Traveller DPD																												
<b>Supplementary Planning Documents</b>																												
Residential Character Areas SPD - Swanley																												
Residential Character Areas SPD - Edenbridge																												
Green Belt SPD																												
Fort Halstead Development Brief SPD																												
Statement of Community Involvement																												
Horsiculture SPD																												

Development Plan Documents

- Preparation
- Informal Consultation (Regulation 18)
- Pre-Submission Publication (Regulation 19)
- Cabinet/Committee Approval
- Submission (Regulation 22) - Key Milestone

- Pre-Hearing Meeting
- Hearing
- Inspector's Report
- Adoption - Key Milestone

Supplementary Planning Documents

- Preparation
- Consultation
- Adoption

**Local Planning & Environment Advisory Committee Work Plan 2014/15**

<b>1 July 2014</b>	<b>23 October 2014</b>	<b>27 January 2015</b>	<b>24 March 2015</b>
Pest Control Service – Results of Competition Exercise  Allocations and Development Management Plan  Local Development Scheme	CIL Governance Arrangements  SCI Adoption  ADMP and Green Belt SPD  Review of Service Plans/SCIAS  Westerham Conservation Area Management Plan		

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