



**Committee: CABINET**

**Date: TUESDAY, 21 OCTOBER 2025**

**Venue: MORECAMBE TOWN HALL**

**Time: 6.00 P.M.**

Lancaster City Council welcomes members of the public to attend meetings. However, space in the public gallery is limited to 30 seats due to Fire Regulations. The seats are allocated on a first come, first served basis and no standing is permitted. Meetings are livestreamed please click [HERE](#) to join the Teams meeting.

## **A G E N D A**

**1. Apologies**

**2. Minutes**

To receive as a correct record the minutes of Cabinet held on Tuesday, 16 September 2025 (previously circulated).

**3. Items of Urgent Business Authorised by the Leader**

To consider any such items authorised by the Leader and to consider where in the agenda the item(s) are to be considered.

**4. Declarations of Interest**

To receive declarations by Councillors of interests in respect of items on this Agenda.

Councillors are reminded that, in accordance with the Localism Act 2011, they are required to declare any disclosable pecuniary interests which have not already been declared in the Council's Register of Interests. (It is a criminal offence not to declare a disclosable pecuniary interest either in the Register or at the meeting).

Whilst not a legal requirement, in accordance with Council Procedure Rule 9 and in the interests of clarity and transparency, Councillors should declare any disclosable pecuniary interests which they have already declared in the Register, at this point in the meeting.

In accordance with Part B Section 2 of the Code Of Conduct, Councillors are required to declare the existence and nature of any other interests as defined in paragraphs 8(1) or 9(2) of the Code of Conduct.

**5. Public Speaking**

To consider any such requests received in accordance with the approved procedure.

6. **Reports from Overview and Scrutiny**

None.

Reports

7. **Risk Appetite** (Pages 4 - 13)

**(Cabinet Member with Special Responsibility Councillor Caroline Jackson)**

Report of Chief Executive

8. **Review of Council Housing Tenancy Agreement** (Pages 14 - 56)

**(Cabinet Member with Special Responsibility Councillor Caroline Jackson)**

Report of Chief Officer Housing & Property

9. **Statement of Gambling Policy 2025-2028** (Pages 57 - 108)

**(Cabinet Member with Special Responsibility Councillor Maddocks)**

Report of Chief Officer Governance

10. **Skerton School Procurement** (Pages 109 - 149)

**(Cabinet Member with Special Responsibility Councillor Caroline Jackson)**

Report of Chief Officer Housing & Property (report published 16.10.25)

***Please note that whilst the report is public the appendices are exempt. The press and public will be excluded from the meeting at this point if Cabinet are minded to refer to the exempt appendices.***

11. **Exclusion of the Press and Public**

This is to give further notice in accordance with Part 2, paragraph 5 (4) and 5 (5) of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 of the intention to take the following items in private.

Cabinet is recommended to pass the following recommendation in relation to the following items:-

“That, in accordance with Section 100A(4) of the Local Government Act, 1972, the press and public be excluded from the meeting for the following item(s) of business, on the grounds that they could involve the possible disclosure of exempt information as defined in paragraph 3 of Schedule 12A of that Act.”

Members are reminded that, whilst the following item(s) have been marked as exempt, it is for Cabinet itself to decide whether or not to consider each of them in private or in public. In making the decision, Members should consider the relevant paragraph of Schedule 12A of the Local Government Act 1972, and also whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information. In considering their discretion Members should also be mindful of the advice of Council

Officers.

12. **Industrial Style Roof Repairs** (Pages 150 - 157)

**(Cabinet Member with Special Responsibility Councillor Hamilton-Cox)**

Report of Chief Officer Housing & Property

Published 20 October 2025

13. **Letting of Community Asset (Ryelands House)** (Pages 158 - 199)

**(Cabinet Member with Special Responsibility Councillor Hamilton-Cox)**

Report of Chief Officer Housing & Property

Published 20 October 2025

**ADMINISTRATIVE ARRANGEMENTS**

**(i) Membership**

Councillors Caroline Jackson (Chair), Peter Jackson, Mandy Bannon, Martin Bottoms, Tim Hamilton-Cox, Paul Hart, Sally Maddocks, Sam Riches and Sue Tyldesley

**(ii) Queries regarding this Agenda**

Please contact Liz Bateson, Democratic Support - email [ebateson@lancaster.gov.uk](mailto:ebateson@lancaster.gov.uk).

**(iii) Changes to Membership, substitutions or apologies**

Please contact Democratic Support, telephone 582000, or alternatively email [democracy@lancaster.gov.uk](mailto:democracy@lancaster.gov.uk).

MARK DAVIES,  
CHIEF EXECUTIVE,  
TOWN HALL,  
DALTON SQUARE,  
LANCASTER, LA1 1PJ

Published on FRIDAY 10 OCTOBER, 2025.



**Risk Appetite  
21 October 2025**

**Report of Chief Executive**

<b>PURPOSE OF REPORT</b>				
The enable cabinet to review the appropriate risk appetite levels for the Council.				
<b>Key Decision</b>	<input type="checkbox"/>	<b>Non-Key Decision</b>	<input checked="" type="checkbox"/>	<b>Referral from Cabinet Member</b>
<b>Date of notice of forthcoming key decision</b>		N/A		
<b>This report is public</b>				

**RECOMMENDATIONS OF THE LEADER**

- (1) To review the risk appetite levels for risks across the Council, as set out in appendix A.

**1.0 Introduction**

- 1.1 The Council has different risk appetites set, depending on the type of risk. The risk appetite was last reviewed by Cabinet in December 2023 and needs to be reviewed again, following the move from a 4x4 to a 5x5 risk scoring matrix.
- 1.2 In December 2023 the Council adopted the HM Treasury risk categories and risk appetite levels as defined in “The Orange Book. Risk Management Guidance Note”. This guidance remains unchanged, other than the colouring and scoring of the five different risk levels in the matrix being re-mapped to fit our new 5x5 risk scoring matrix.

**2.0 Proposal Details**

- 2.1 Cabinet is asked to refresh the recommended risk levels. Should any adjustments be proposed, officers would need to produce a further report providing more details on any implications of this.
- 2.2 Definitions of the risk category and risk appetite are stated in appendix A, with the current risk appetite shaded in yellow.

2.3 When setting the risk appetite levels, Cabinet may find it useful to view the measures of likelihood and impact that officers use when assigning scores to risks. These can be seen as appendix B.

2.4 Cabinet may also wish to consider the current residual risk levels of all the risks open within the Grace risk management system to provide insight into how the risks are currently scored. Appendix C shows this information and includes shading and a summary to show the numbers of risks within and outside of our risk appetite. The appendix also shows a map of the strategic risk scoring.

### **3.0 Details of Consultation**

3.1 The Leadership Team have been consulted on the planned approach and support it as outlined.

### **4.0 Options and Options Analysis (including risk assessment)**

4.1 Not applicable

### **5.0 Officer Preferred Option (and comments)**

5.1 No applicable

### **6.0 Conclusion**

6.1 Cabinet to review the existing risk appetite levels to ensure the Council continues to have an effective approach to risk management.

#### **RELATIONSHIP TO POLICY FRAMEWORK**

The Council has a Risk Management Policy, which is written to provide guidance on the management of risk. Risk Management is identified in the Council Plan 2024-27.

#### **CONCLUSION OF IMPACT ASSESSMENT**

**(including Health & Safety, Equality & Diversity, Human Rights, Community Safety, HR, Sustainability and Rural Proofing)**

None directly identifiable.

#### **LEGAL IMPLICATIONS**

No direct legal implications arising from this report.

#### **FINANCIAL IMPLICATIONS**

No direct financial implications arising from this report.

## **OTHER RESOURCE IMPLICATIONS**

### **Human Resources:**

No direct HR implications arising from this report.

### **Information Services:**

No direct ICT implications arising from this report.

### **Property:**

No direct property implications arising from this report.

### **Open Spaces:**

No direct open spaces implications arising from this report.

## **SECTION 151 OFFICER'S COMMENTS**

The Section 151 Officer has contributed to this report in his role as Chief Officer Resources.

## **MONITORING OFFICER'S COMMENTS**

Whilst Audit Committee is responsible for monitoring the effective development and operation of risk management in the council it is felt that setting the risk appetite is for Cabinet to decide.

## **BACKGROUND PAPERS**

Minute 49 - [Agenda for Cabinet on Tuesday, 5th December 2023, 6.00 p.m.](#)

**Contact Officer:** Claire Dubelbeis, Projects and Performance Manager

**Telephone:** 01524 582505

**E-mail:** CDubelbeis@lancaster.gov.uk

**Ref:** N/A

## Appendix A – Risk Appetite

The boxes shaded in yellow, indicate the council's current risk appetite for each category. The score is the impact x likelihood score as generated at the residual risk stage of the risk management process.

Risk Category	Risk Appetite				
	Averse Score 1-3	Minimal Score 4-6	Cautious Score 8-9	Open Score 10-12	Eager Score 15-25
<b>Strategy (Cautious, Score 8-9)</b> Risks arising from identifying and pursuing a strategy, which is poorly defined, is based on flawed or inaccurate data or fails to support the delivery of commitments, plans or objectives due to a changing macro-environment (e.g. political, economic, social, technological, environment and legislative change).	Guiding principles or rules in place that limit risk in organisational actions and the pursuit of priorities. Organisational strategy is refreshed at 5+ year intervals	Guiding principles or rules in place that minimise risk in organisational actions and the pursuit of priorities. Organisational strategy is refreshed at 4-5 year intervals	Guiding principles or rules in place that allow considered risk taking in organisational actions and the pursuit of priorities. Organisational strategy is refreshed at 3-4 year intervals	Guiding principles or rules in place that are receptive to considered risk taking in organisational actions and the pursuit of priorities. Organisational strategy is refreshed at 2-3 year intervals	Guiding principles or rules in place that welcome considered risk taking in organisational actions and the pursuit of priorities. Organisational strategy is refreshed at 1-2 year intervals
<b>Governance (Cautious, Score 8-9)</b> Risks arising from unclear plans, priorities, authorities and accountabilities, and/or ineffective or disproportionate oversight of decision-making and/or performance.	Avoid actions with associated risk. No decisions are taken outside of processes and oversight / monitoring arrangements. Organisational controls minimise risk of fraud, with significant levels of resource focused on detection and prevention.	Willing to consider low risk actions which support delivery of priorities and objectives. Processes, and oversight / monitoring arrangements enable limited risk taking. Organisational controls maximise fraud prevention, detection and deterrence through robust controls and sanctions.	Willing to consider actions where benefits outweigh risks. Processes, and oversight / monitoring arrangements enable cautious risk taking. Controls enable fraud prevention, detection and deterrence by maintaining appropriate controls and sanctions.	Receptive to taking difficult decisions when benefits outweigh risks. Processes, and oversight / monitoring arrangements enable considered risk taking. Levels of fraud controls are varied to reflect scale of risks with costs.	Ready to take difficult decisions when benefits outweigh risks. Processes, and oversight / monitoring arrangements support informed risk taking. Levels of fraud controls are varied to reflect scale of risk with costs.
<b>Operations (Open, Score 10-12)</b> Risks arising from inadequate, poorly designed or ineffective/ inefficient internal processes resulting in fraud, error, impaired customer service (quality and/or quantity of service), non-compliance and/or poor value for money.	Defensive approach to operational delivery - aim to maintain/protect, rather than create or innovate. Priority for close management controls and oversight with limited devolved authority.	Innovations largely avoided unless essential. Decision making authority held by senior management.	Tendency to stick to the status quo, innovations generally avoided unless necessary. Decision making authority generally held by senior management. Management through leading indicators.	Innovation supported, with clear demonstration of benefit / improvement in management control. Responsibility for non-critical decisions may be devolved.	Innovation pursued – desire to 'break the mould' and challenge current working practices. High levels of devolved authority – management by trust / lagging indicators rather than close control.
<b>Legal (Cautious, Score 8-9)</b> Risks arising from a defective transaction, a claim being made (including a defence to a claim or a counterclaim) or some other legal event occurring that results in a liability or other loss, or a failure to take appropriate measures to meet legal or regulatory requirements or to protect assets (for example, intellectual property).	Play safe and avoid anything which could be challenged, even unsuccessfully.	Want to be very sure we would win any challenge.	Want to be reasonably sure we would win any challenge.	Challenge will be problematic; we are likely to win, and the gain will outweigh the adverse impact.	Chances of losing are high but exceptional benefits could be realised.
<b>Property (Open, Score 10-12)</b> Risks arising from property deficiencies or poorly designed or ineffective/ inefficient safety management resulting in non-compliance and/or harm and suffering to employees, contractors, service users or the public.	Obligation to comply with strict policies for purchase, rental, disposal, construction, and refurbishment that ensures producing good value for money	Recommendation to follow strict policies for purchase, rental, disposal, construction, and refurbishment that ensures producing good value for money.	Requirement to adopt arrange of agreed solutions for purchase, rental, disposal, construction, and refurbishment that ensures producing good value for money.	Consider benefits of agreed solutions for purchase, rental, disposal, construction, and refurbishment that meeting organisational requirements.	Application of dynamic solutions for purchase, rental, disposal, construction, and refurbishment that ensures meeting organisational requirements.
<b>Financial (Cautious, Score 8-9)</b> Risks arising from not managing finances in accordance with requirements and financial	Avoidance of any financial impact or loss, is a key objective.	Only prepared to accept the possibility of very limited	Seek safe delivery options with little residual financial loss only	Prepared to invest for benefit and to minimise the possibility of	Prepared to invest for best possible benefit and accept



constraints resulting in poor returns from investments, failure to manage assets/liabilities or to obtain value for money from the resources deployed, and/or non-compliant financial reporting.		financial impact if essential to delivery.	if it could yield upside opportunities.	financial loss by managing the risks to tolerable levels.	possibility of financial loss (controls must be in place).
<b>Commercial (Open, Score 10-12)</b> Risks arising from weaknesses in the management of commercial partnerships, supply chains and contractual requirements, resulting in poor performance, inefficiency, poor value for money, fraud, and/or failure to meet business requirements/objectives.	Zero appetite for untested commercial agreements. Priority for close management controls and oversight with limited devolved authority.	Appetite for risk taking limited to low scale procurement activity. Decision making authority held by senior management.	Tendency to stick to the status quo, innovations generally avoided unless necessary. Decision making authority generally held by senior management. Management through leading indicators.	Innovation supported, with demonstration of benefit / improvement in service delivery. Responsibility for non-critical decisions may be devolved.	Innovation pursued – desire to ‘break the mould’ and challenge current working practices. High levels of devolved authority – management by trust / lagging indicators rather than close control.
<b>People (Cautious, Score 8-9)</b> Risks arising from ineffective leadership and engagement, suboptimal culture, inappropriate behaviours, the unavailability of sufficient capacity and capability, industrial action and/or non-compliance with relevant employment legislation/HR policies resulting in negative impact on performance.	Priority to maintain close management control & oversight. Limited devolved authority. Limited flexibility in relation to working practices. Development investment in standard practices only	Decision making authority held by senior management. Development investment generally in standard practices.	Seek safe and standard people policy. Decision making authority generally held by senior management.	Prepared to invest in our people to create innovative mix of skills environment. Responsibility for noncritical decisions may be devolved.	Innovation pursued – desire to ‘break the mould’ and challenge current working practices. High levels of devolved authority – management by trust rather than close control.
<b>Technology (Open, Score 10-12)</b> Risks arising from technology not delivering the expected services due to inadequate or deficient system/ process development and performance or inadequate resilience.	General avoidance of systems / technology developments.	Only essential systems / technology developments to protect current operations.	Consideration given to adoption of established / mature systems and technology improvements. Agile principles are considered.	Systems / technology developments considered to enable improved delivery. Agile principles may be followed.	New technologies viewed as a key enabler of operational delivery. Agile principles are embraced.
<b>Data Info and Management (Cautious, Score 8-9)</b> Risks arising from a failure to produce robust, suitable and appropriate data/ information and to exploit data/information to its full potential.	Lock down data & information. Access tightly controlled, high levels of monitoring.	Minimise level of risk due to potential damage from disclosure.	Accept need for operational effectiveness with risk mitigated through careful management limiting distribution.	Accept need for operational effectiveness in distribution and information sharing.	Level of controls minimised with data and information openly shared.
<b>Security (Cautious, Score 8-9)</b> Risks arising from a failure to prevent unauthorised and/or inappropriate access to the estate and information, including cyber security and non-compliance with General Data Protection Regulation requirements.	No tolerance for security risks causing loss or damage to HMG property, assets, information or people. Stringent measures in place, including: <ul style="list-style-type: none"> <li>• Adherence to FCDO travel restrictions</li> <li>• Staff vetting maintained at highest appropriate level</li> <li>• Controls limiting staff and visitor access to information, assets and estate</li> <li>• Access to staff personal devices restricted in official sites</li> </ul>	Risk of loss or damage to HMG property, assets, information or people minimised through stringent security measures, including: <ul style="list-style-type: none"> <li>• Adherence to FCDO travel restrictions</li> <li>• All staff vetted levels defined by role requirements.</li> <li>• Controls limiting staff and visitor access to information, assets and estate</li> <li>• Staff personal devices permitted, but may not be used for official tasks</li> </ul>	Limited security risks accepted to support business need, with appropriate checks and balances in place: <ul style="list-style-type: none"> <li>• Adherence to FCDO travel restrictions</li> <li>• Vetting levels may flex within teams, as required</li> <li>• Controls managing staff and limiting visitor access to information, assets and estate</li> <li>• Staff personal devices may be used for limited official tasks with appropriate permissions.</li> </ul>	Considered security risk accepted to support business need, with appropriate checks and balances in place: <ul style="list-style-type: none"> <li>• New starters may commence employment at risk, following partial completion of vetting processes</li> <li>• Permission may be sought for travel within FCDO restricted areas.</li> <li>• Controls limiting visitor access to information, assets and estate.</li> <li>• Staff personal devices may be used for official tasks with appropriate permissions.</li> </ul>	Organisational willing to accept security risk to support business need, with appropriate checks and balances in place: <ul style="list-style-type: none"> <li>• New starters may commence employment at risk, following partial completion of vetting processes</li> <li>• Travel permitted within FCDO restricted areas.</li> <li>• Controls limiting visitor access to information, assets and estate.</li> <li>• Staff personal devices permitted for official tasks.</li> </ul>



<b>Project / Programme (Open, Score 10-12)</b> Risks that change programmes and projects are not aligned with strategic priorities and do not successfully and safely deliver requirements and intended benefits to time, cost and quality.	Defensive approach to transformational activity - aim to maintain/protect, rather than create or innovate. Priority for close management controls and oversight with limited devolved authority. Benefits led plans fully aligned with strategic priorities, functional standards.	Innovations avoided unless essential. Decision making authority held by senior management. Benefits led plans aligned with strategic priorities, functional standards.	Tendency to stick to the status quo, innovations generally avoided unless necessary. Decision making authority generally held by senior management. Plans aligned with strategic priorities, functional standards.	Innovation supported, with demonstration of commensurate improvements in management control. Responsibility for noncritical decisions may be devolved. Plans aligned with functional standards and organisational governance.	Innovation pursued – desire to 'break the mould' and challenge current working practices. High levels of devolved authority – management by trust rather than close control. Plans aligned with organisational governance.
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## Appendix B – Measures of Likelihood and Impact (For reference)

**Likelihood: Can be measured using Frequency of Probability**

Score	Description	Frequency or Probability
5	Almost Certain	Almost certain occurrence /The event is expected to occur in most circumstances / There is a history of very frequent occurrence at the council or similar organisations  <b>OR</b> > 80% probability
4	Highly Likely	There is a strong possibility that the event will occur / There is a history of frequent occurrence at the council or similar organisations  <b>OR</b> 50-80% probability
3	Possible	The event might occur / There is a history of occurrence at the council or similar organisations  <b>OR</b> 20-50% probability
2	Unlikely	Not expected / but there is a moderate possibility it may occur  <b>OR</b> 5-20% probability
1	Remote	Highly unlikely, but it may occur in exceptional circumstances / It could happen but it is very unlikely  <b>OR</b> <5% probability

## Impact Measures:

Example	Insignificant – 1	Minor – 2	Moderate – 3	Major – 4	Catastrophic – 5
<b>People / Duty of Care</b>	Minor injury	Temporary disability or illness	Permanent disability or major injury	Fatality, multiple serious injuries	Multiple fatalities
<b>Financial Impact</b>	The lesser of <5% or < £10,000 over budget.	The lesser of 5-10% or £10,000 to £50,000 over budget.	The lesser of 11-15% or £50,000 to £250,000 over budget.	The lesser of 16-25% or £250,000 to £1,000,000 over budget.	The lesser of >25% or > £1,000,000 over budget.
<b>Legal and Compliance Impact</b>	No legal proceedings brought against the Council	Minor civil litigation	Low Civil litigation numbers and/or local public enquiry	Significant civil litigation and/or national public enquiry	High significant legal action certain Section 151 or government intervention or criminal charges
<b>Service Impact</b>	No impact on service delivery as temporary capacity / work around in place	Short term service disruption	Noticeable service disruption affecting customers	Significant service failure but not directly affecting vulnerable groups	Serious service failure affecting all customer, including vulnerable groups
<b>Project Delivery</b>	Minor delay to project. Very limited impact on cost or savings. Scope / deliverables of project unaffected.	Minor delay to project, limited impact on cost or savings. Scope / deliverables of project broadly unaffected.	Significant delay to project, significant impact on cost or savings. Scope / deliverables of project affected.	Major delay to project, major impact to cost or savings. Many of the deliverables of the project are not possible.	Project spends allocated funding but fails to deliver any objectives or benefits.
<b>Intervention Required</b>	Limited intervention by Service Manager or Project Manager required	Major intervention by Service Manager or Project Manager	Intervention by Chief Officer	Intervention by the Leadership Team, Chief Exec or Project Board	Intervention by Council, Project Board or external authority / governing body.
<b>Reputation Impact</b>	Little or no media attention	Minor negative local media attention	Significant negative local media attention	Sustained negative local media attention and/or significant regional media attention	Sustained negative national media attention

## Appendix C

Table to show the residual risk scores for Strategic, Project and Operational risks open within the Grace risk management system and the scores they have, as at 29<sup>th</sup> September 2025.

- The yellow shading has been used to show all the risks within the council's risk appetite.
- The red shading has been used to the risks above the council's risk appetite.

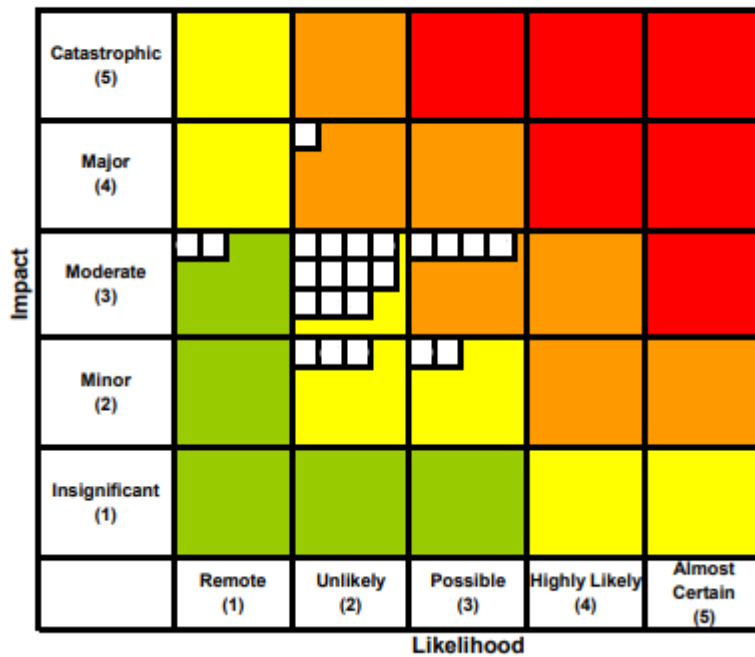
<b>Risk Category - Count and Score</b>	<b>1-6</b>	<b>8-9</b>	<b>10-12</b>	<b>15+</b>	<b>Not scored</b>	<b>Total</b>
Strategy (Cautious, Score 8-9)	13	6	1	0	0	20
Governance (Cautious, Score 8-9)	4	5	1	0	0	10
Operations (Open, Score 10-12)	100	42	9	4	13	168
Legal (Cautious, Score 8-9)	13	9	4	1	3	30
Property (Open, Score 10-12)	21	14	0	2	0	37
Financial (Cautious, Score 8-9)	89	40	6	4	3	142
Commercial (Open, Score 10-12)	16	7	2	0	0	25
People (Cautious, Score 8-9)	39	24	8	0	5	76
Technology (Open, Score 10-12)	13	8	1	0	1	23
Data Info and Management (Cautious, Score 8-9)	11	5	4	0	0	20
Security (Cautious, Score 8-9)	13	8	0	0	0	21
Project / Programme (Open, Score 10-12)	59	29	3	1	4	96
<b>Total (by score)</b>	<b>391</b>	<b>197</b>	<b>39</b>	<b>12</b>	<b>29</b>	<b>-</b>
<b>Currently within risk appetite</b>						<b>603</b>
<b>Currently above the risk appetite</b>						<b>36</b>

Note:

- The risks from the shared service and the Mainway project are not included in the above figures, as they are logged in separate systems.
- Risks can belong to multiple categories. In total there are approximately 560 risks open in the Grace risk management system.

Map showing the scoring of risks including in the strategic risk register, at the time the last report was run.

### Strategic Risk Register - Risk Map 17.07.25



<b>CABINET</b>
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## Changes to Council Housing Tenancy Agreement 21<sup>st</sup> October 2025

### Report of Chief Officer (Housing and Property)

PURPOSE OF REPORT				
The purpose of the report is to seek approval from Cabinet to consult with tenants on proposed changes to the council housing Tenancy Agreement relating to secure and introductory tenants.				
Key Decision	<b>X</b>	Non-Key Decision		Referral from Cabinet Member
Date of notice of forthcoming key decision		21 <sup>st</sup> October 2025		
This report is public.				

#### RECOMMENDATIONS OF COUNCILLOR CAROLINE JACKSON

- (1) That the Community Housing Manager be authorised to consult with tenants regarding the proposed changes to the Tenancy Agreement and to serve the necessary preliminary notice of variation.
- (2) That a further report be brought to Members following the completion of the consultation process seeking final approval.

#### 1.0 Introduction

- 1.1 The Tenancy Agreement was last reviewed in 2018. It would be considered best practice to review the tenancy agreement on a regular basis. Based on the dynamic nature of social housing regulations and best practices across the UK, moving forward Lancaster City Council would normally implement a formal review of tenancy agreements every **three years**, or more frequently in response to operational requirements, legislative changes, or regulatory updates. We are satisfied that this represents a proactive and robust approach to compliance and effective tenancy management moving forward. Since 2018 much has changed within the social housing landscape and therefore it is appropriate to seek views from tenants on proposed changes.
- 1.2 The existing tenancy agreement has been reviewed in conjunction with Legal Services, and preliminary consultations with Managers within the Council Housing Service and externally through Trowers Solicitors.

- 1.3 Any material change to services to tenants and / or the tenancy agreement require consultation with all secure and introductory tenants, in accordance with the Housing Act 1985.

## 2.0 Proposal Details

- 2.1 It is proposed the Cabinet approve the review of the Tenancy Agreement and authorises the Community Housing Manager to consult with tenants regarding any proposed changes to the Tenancy Agreement and to serve the necessary preliminary notice of variation.

## 3.0 Details of Consultation

- 3.1 Sections 102 and 103 of the Housing Act 1985 give the Council the power to vary the terms of the tenancy agreement by serving a notice of variation on the tenant. A Preliminary Notice of Variation has to be served and tenants should be given a minimum of 28 days in which to make any written representations.

- 3.2 The consultation will include;

An article in our monthly tenant newsletter setting out the proposed areas for change and why they are being proposed, the consultation process including a timetable of events and the associated benefits

A letter to all tenants (Preliminary Notice of Variation) including;

- The current version of the Tenancy Agreement
- The proposed new Tenancy Agreement
- A summary of changes to the Tenancy Agreement
- A short questionnaire for tenants to let us know their views and comments (with entry to a Free Prize Draw on completion)

An online version of the consultation, FAQ's and questionnaire on the Council's Website

A minimum of three in person workshops where residents can meet with housing staff face-to-face to discuss changes and / or get support in completing the questionnaire giving their views

- 3.3 Any comments received from tenants will be reported for consideration by Cabinet, and where appropriate will be incorporated or reviewed within the draft tenancy agreement. Once Cabinet approves the tenancy agreement a 28 day Notice of the Variations will be served upon tenants together with a copy of their new tenancy agreement.

- 3.4 An indicative consultation timetable is set out below:

Action	Date
Cabinet Approval to serve preliminary notice of variation and start consultation with tenants	October 2025
Consultation Commences	November 2025
Consultation Ends	December 2025



Report to Cabinet on outcome of Consultation and approval to serve final notice of variation	January 2026
Final Notice of Variation served	February 2026 (28 days)
New Tenancy Agreement comes into force	April 2026

#### 4.0 Options and Options Analysis (including risk assessment)

	<b>Option 1:</b> Do nothing – continue with the existing tenancy agreement	<b>Option 2:</b> Cabinet approves the proposal to revise the tenancy agreement
Advantages	Simplicity of continuation. Cost savings (minimal e.g. postage costs)	The tenancy agreement is updated to ensure that it meets current standards and requirements, and is fit for purpose.  The tenancy agreement remains an effective management tool.  The Tenancy Agreement provides tenants with sufficient information to understand their rights and obligations in relation to their home.
Disadvantages	The existing tenancy agreement does not reflect current standards and requirements. This may mean that the Council does not meet the required consumer standards.	Costs of implementation will be incurred with postage – writing to tenants twice.
Risks	The tenancy agreement will not be wholly fit for purpose as an effective management tool.  The Regulator of Social Housing deems the Tenancy Agreement to be outdated and not fit for purpose, this could be a breach of the consumer standards.	None known.

#### 5.0 Officer Preferred Option (and comments)

5.1 The Officer preferred option is Option 2 for the reasons set out above.

#### 6.0 Conclusion

- 6.1 The need has been identified for the Council to review its tenancy agreement to ensure that the agreement remains fit for purpose and can be used as an effective management tool. The agreement has also been updated to ensure that it meets tenant expectations in terms of clarity and understanding.

#### **RELATIONSHIP TO POLICY FRAMEWORK**

Council Plan – the proposal supports the Council's objectives: to be a Co-operative, Kind and Responsible Council and links to the Council's ambitions of Openness and the Council's Standards – Transparency, Influence and Accountability.

This review is being undertaken in line with the Service Improvement Plan – 4.8 Council Housing tenancy agreement and license agreement updated to reflect current practices and in line with best practice. This has been given a deadline date of completion of year 2.

#### **CONCLUSION OF IMPACT ASSESSMENT**

**(including Health & Safety, Equality & Diversity, Human Rights, Community Safety, HR, Sustainability and Rural Proofing):**

Impact assessments have been undertaken and no issues have been identified.

#### **LEGAL IMPLICATIONS**

Sections 102 and 103 of the Housing Act 1985 give the Council the power to vary the terms of the tenancy agreement by serving a notice of variation on the tenant. Before serving a notice of variation the Council has to give preliminary notice and the tenant has to be invited to make comment on the proposed changes. The Council is required to consider the comments made. External legal advice has been taken at an early stage in the drafting of the varied terms of the agreement.

#### **FINANCIAL IMPLICATIONS**

The costs involved in the issuing of the Preliminary Notice and new Tenancy Agreement are estimated at £15,000. This will be met from within existing resources, with costs being monitored via the usual corporate monitoring arrangements.

#### **OTHER RESOURCE IMPLICATIONS, such as Human Resources, Information Services, Property, Open Spaces:**

None

#### **SECTION 151 OFFICER'S COMMENTS**

The section 151 officer has been consulted and has no further comments to make.

#### **MONITORING OFFICER'S COMMENTS**

The Monitoring Officer has been consulted and has no further comments to make.

#### **BACKGROUND PAPERS**

None

#### **Contact Officer:**

**Telephone:** 01524 582368





**E-mail:** ccunliffe@lancaster.gov.uk


**Ref:**

## Appendix 1 (Proposed revised tenancy agreement and summary of the variations)

PROPOSED REVISED TENANCY AGREEMENT	SUMMARY OF THE VARIATIONS
LANCASTER CITY COUNCIL TENANCY AGREEMENT	
ABOUT YOUR TENANCY	
1 YOUR TENANCY AGREEMENT	
2 YOUR RENT & OTHER CHARGES	
3 REPAIRS & IMPROVEMENTS	
4 COMMUNITY RESPONSIBILITIES	
5 USING YOUR HOME	
6 TENANT INVOLVEMENT	
7 MOVING HOUSE	
8 ENDING YOUR TENANCY	
DO NOT DESTROY THIS DOCUMENT	
This document is important. It sets out your rights and responsibilities. You are advised to read it before agreeing to it. It should be kept for the lifetime of your tenancy. You may need to refer to it in the future.	<i>No change</i>
	<b>PRIVACY NOTICE</b>  Lancaster City Council's Council Housing department is a Registered Provider of Social Housing regulated by Homes


	<p>England. We are responsible for housing and tenancy management and leasehold management, including management of repairs and maintenance.</p> <p>As a tenant or leaseholder, we collect, process and store personal information about you in order to carry out our functions. <a href="#">Any data processing will be undertaken in accordance with relevant legislation and in accordance with our policies on disclosure of information and confidentiality. For details on how we deal with your personal data, including who it may be shared with, how it is used, how long it is stored and information about your rights, please refer to our privacy notice which can be found on our website at [ ].</a></p> <p>We are committed to protecting your privacy.</p>
Please be aware that you should read and understand this tenancy agreement in its entirety.	<i>No change</i>
Further information and advice is available from your Housing Office, local Citizens Advice Bureau, your local housing advice centre, a law centre, or the Council's website ( <a href="http://www.lancaster.gov.uk">www.lancaster.gov.uk</a> ).	<i>No change</i>
<b>NATIONAL FRAUD INITIATIVE</b> <p>Lancaster City Council has a legal duty to protect the public money it administers. As part of this duty the Council is taking part in the National Fraud Initiative, a nationwide drive to reduce the amount of public money lost each year due to fraud. As a result information you provide on this form may be shared with other bodies responsible for auditing or administering public funds. For further information, see the Council's website or contact Customer Services on 01524 582000 or email: <a href="mailto:nfi@lancaster.gov.uk">nfi@lancaster.gov.uk</a></p>	<i>No change</i>
<b>ABOUT YOUR TENANCY</b>	

This tenancy agreement contains terms that only apply to an introductory tenancy, a secure tenancy, or a demoted tenancy. To make the tenancy agreement easier to understand, symbols have been used where these apply:	<i>No change</i>
Introductory tenancy 	
Secure tenancy 	
Demoted tenancy 	
<b>Introductory Tenancy</b> 	
An introductory tenancy is for a trial period during which you have no security of tenure. You must show us that you are responsible enough to keep your Council home.	<i>No change</i>
An introductory tenancy usually lasts for 12 months but the Council can extend it for a further six months if you have not complied with this agreement. You have a right to ask for a review of that decision. An introductory tenancy will automatically become a secure tenancy after 12 months, unless it has been extended or court proceedings for possession of your home have been started.	<i>No change</i>
If, during your introductory tenancy, you break any of the tenancy conditions we may take action to end your tenancy.	<i>No change</i>
The Council must give you at least four weeks' written notice that they are going to ask the court to evict you and explain the reasons why. Get advice immediately if this happens. You have the right to ask the Council to review their decision, but only if you do so within 14 days of receiving the notice. If you miss this deadline,	<i>No change</i>

the Council can apply to the court for an eviction order. The court will have no choice but to grant the eviction order if the Council has followed the correct procedure.	
As an introductory tenant you do not have the right to:	<i>No change</i>
· Buy your home (although the introductory tenancy period will count towards any discount allowed under the right to buy in future applications)	<i>No change</i>
· Sub-let all or part of your home	<i>No change</i>
· Exchange your home with another tenant	<i>No change</i>
· Carry out improvements to your home	<i>No change</i>
· Claim compensation for improvements	<i>No change</i>
· Take in lodgers	<i>No change</i>
An introductory tenancy cannot usually be assigned (i.e. transfer it to someone else during your lifetime) without an order from the court allowing an assignment to take place. An assignment may also be agreed if the assignee would have succeeded to the tenancy immediately before the assignment is to take place.	<i>No change</i>
Introductory tenants do have the right to one statutory succession for a husband, wife, partner, or other family members upon the death of the tenant.	<i>No change</i>
Any successor to the tenancy will become an introductory tenant for the remaining time left on the original tenancy.	<i>No change</i>
<b>Secure Tenancy</b> 	<i>Page 2, secure tenancy summary, first bullet - does the Council not use redevelopment grounds? Or have properties with specific facilities/adaptations which the tenant may not continue to need (eg often this will become relevant if one joint tenant dies, and the deceased is the only tenant requiring the special facilities/adaptations)? Perhaps this bullet could be modified to read that the</i>

	<i>Council cannot end the tenancy without showing a ground for possession and obtaining a court order?</i>
If you are an introductory tenant you will automatically become a secure tenant after 12 months, provided you don't breach the conditions of your tenancy.	<i>No change</i>
As a secure tenant you have the right, subject to meeting any applicable criteria or gaining any necessary approval, to:	<i>No change</i>
· Live in your home for the rest of your life as long as you continue to comply with the requirements of your tenancy agreement	<i>While your secure tenancy continues, to live in your home for the rest of your life as long as you continue to comply with the requirements of your tenancy agreement</i>
· Buy your home at a discount, after a qualifying period	<i>Buy your home at a discount, after a qualifying period (so long as your home is not exempt from that right)</i>
· Pass on your home to someone in your family living with you when you die, provided that you yourself had not succeeded the tenancy (subject to certain conditions)	<i>No change</i>
· Take in lodgers and sub-let part of your home (although you should note that this may affect any housing benefits that you are receiving)	<i>No change</i>
· Have your home repaired (some repairs are the responsibility of the tenant while others are the responsibility of the Council)	<i>No change</i>
· Carry out improvements to your home (subject to written consent from your council)	<i>Carry out improvements to your home (subject to obtaining our written permission first)</i>
· Be compensated for certain improvements you have made if you move home	<i>No change</i>
· Take on the management of your estate	<i>No change</i>
· Exchange your home with another tenant	<i>No change</i>
· Be consulted on housing management matters	<i>No change</i>
· Be given information about how the Council runs the homes that it owns	<i>No change</i>



You have the right to live in your home indefinitely, as long as the Council does not start legal proceedings to evict you. The Council can only evict you by following the correct procedure and getting a court order. The Council has to give you written notice, and prove a legal reason why you should be evicted before they can get a court order.	<i>No change</i>
If tenancy enforcement action is taken against you due to anti-social behaviour, this may lead to your secure tenancy being demoted by the court. This would reduce your rights as a tenant.	<i>No Change</i>
<b>Demoted Tenancy</b> 	
A secure tenancy can be downgraded to a demoted tenancy. A demoted tenancy is very similar to an introductory tenancy. You have more limited rights and less protection from eviction than a secure tenancy. The Council has to get a court order if they want to downgrade your tenancy in this way.	<i>No change</i>
The court can demote your tenancy if you (or someone who lives with you, or visits you regularly) have behaved anti-socially or caused nuisance in the area, threatened to do so, or used your home for illegal activities such as drug dealing.	<i>No change</i>
A demotion order will normally last for one year, unless:	<i>No change</i>
· The Council starts possession proceedings against you	<i>No change</i>
· You leave your home (in which case you will lose the tenancy)	<i>No change</i>

· The court overturns the order (for example if the judge believes that it should not have been made in the first place)	<i>No change</i>
· You die and no one is entitled to take on the tenancy	<i>No change</i>
If you do not cause nuisance or break your tenancy agreement in other ways, you should automatically become a secure tenant again after 12 months. If the Council starts court action during the 12 months, you can be evicted more easily than a secure tenant.	<i>No change</i>
Demoted tenancies can be ended much more easily than secure tenancies. The Council does not have to prove a legal reason in court but they have to follow the correct procedure to evict you.	<i>No change</i>
The Council must give you at least four weeks' written notice that they are going to ask the court to evict you and explain the reasons why. Get advice immediately if this happens. You have the right to ask the Council to review their decision, but only if you do so within 14 days of receiving the notice. If you miss this deadline, the Council can apply to the court for an eviction order. The court will have no choice but to grant the eviction order if the Council has followed the correct procedure.	<i>No change</i>
The right to buy will be suspended until your tenancy becomes secure again. The time you spent as a demoted tenant will not count towards your discount.	<i>No change</i>
You do not normally have the right to take in a lodger or sublet part of your home while your tenancy is demoted. If you do so	<i>No change</i>

without written permission from the Council, you can be evicted more easily than a secure tenant.	
You will not normally be able to exchange your home or get a transfer while your tenancy is demoted. Once your tenancy becomes secure, you will be able to apply.	<i>No change</i>
You cannot pass on a demoted tenancy by assignment (i.e. transfer it to someone else during your lifetime) unless it is done as part of a divorce or other family proceedings. You will be able to do so once your tenancy becomes secure again.	<i>No change</i>
Under 18s	<i>No change</i>
The Council will only give a tenancy agreement to someone under the age of 18 if a responsible person signs this agreement on their behalf as trustee. That person accepts that any notices or demands for payment served under this agreement can be served on the trustee	<i>No change</i>
<b>Tenancy Agreement</b>	<i>Include balconies within the description of external spaces</i>
A tenancy agreement means that:	<i>No change</i>
You cannot be evicted without a court order, unless you abandon the premises	<i>You cannot be evicted without a court order, unless you abandon your home</i>
If you are an introductory or a demoted tenant, before a court will make an eviction order, the Council will have to show that it has served you notice, and where you have requested, it has reviewed the decision to terminate your tenancy	<i>No change</i>
If you are a secure tenant, before a court will make an eviction order, the Council will have to show that a ground for	<i>No change</i>

possession, as provided for by Schedule 2 of the Housing Act 1985, is made out and that in relation to certain grounds that it is reasonable to evict. These grounds include:	
you have broken the contract and it is reasonable to evict you, or	<i>No change</i>
your landlord needs to move you, suitable alternative accommodation is available, and it is reasonable to evict you	<i>No change</i>
You have important rights as to how you use your home, although some of these require the consent of the Council	<i>You have important rights as to how you use your home, although some of these require the prior written permission of the Council</i>
You are responsible for the behaviour of everyone who lives in, and visits, your home	<i>No change</i>
If you break any condition in this agreement the Council may take legal action against you, for example by obtaining a possession order, anti-social behaviour order, injunction, extending an introductory tenancy, demotion order or an order suspending your right to buy your home.	<i>If you break any condition in this agreement the Council may take legal action against you, for example by obtaining a possession order, injunction, extending an introductory tenancy, demotion order or an order suspending your right to buy your home.</i>
If tenancy enforcement action is taken against you due to a breach of your tenancy agreement, this could lead not only to the loss of your home but may also exclude you from obtaining Council accommodation in the future. You also may be required to pay the costs of any action taken by the Council.	<i>No change</i>
Any notice (whether in proceedings or otherwise) may be served on the Lancaster City Council by sending or delivering it to:	<i>No change</i>

The Chief Officer (Health and Housing),	<i>Proposed change to (Housing and Property)</i>
PO Box 4, Town Hall, Lancaster, LA1 1QR	<i>No change</i>
<b>WORDS AND PHRASES</b>	
The following list explains some of the words and phrases we have used in this tenancy agreement:	<i>No change</i>
<b>Agent</b> - A person or company authorised to act on behalf of the Council.	
	<b>Building</b> – For properties located in blocks of flats, the building in which your home is situated (including any shared areas).
<b>Communal area</b>	
The parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.	<i>No change</i>
<b>Flat</b>	
A home which forms part of a building.	<i>No change</i>
<b>Garden</b>	
Lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and yards.	<i>No change</i>
<b>Home</b>	<i>A house, bedsit, flat, maisonette or bungalow including any private garden, balcony or outbuilding.</i>
A house, bedsit, flat, maisonette or bungalow.	<i>No change</i>
<b>Housing office</b>	
Health and Housing Services, Lancaster Town Hall, Dalton Square, Lancaster, LA1 1PJ.	<i>Proposed change to Housing and Property</i>
<b>Locality</b>	
The whole of the estate that the property is on including privately-owned or housing association properties or businesses and all	<i>The whole of the estate that your home is on including privately-owned or housing association properties or businesses and all other council estates in the district of Lancaster City Council.</i>

other council estates in the district of Lancaster City Council.	
<b>Maisonette</b>	
A flat with more than one floor.	<i>No change</i>
<b>Partner</b>	
A husband, wife, or someone who lives with you as husband or wife, or in a same sex relationship.	<b>Partner</b> - A husband, wife, <a href="#">civil partner</a> , or someone who lives with you as <a href="#">if they were your</a> husband or wife, or <a href="#">civil partner, including people</a> in a same sex relationship.
<b>Property</b>	Delete, and superseded by "home"
The home that you live in, including any garden, outbuilding, and shared areas.	<i>Delete</i>
<b>Rent</b>	
Your rent may include charges for services e.g. caretaking, concierge, support, heating, concessionary TV licences, scheme managers and other goods and services where provided by us.	<i>No change</i>
<b>Vehicle</b>	
A car, bus, lorry, motorbike, bike, boat and so on.	<i>No change</i>
<b>Visitor</b>	
People temporarily staying at the property, or a person present in your home.	<i>People temporarily staying at your home, or a person present in your home</i>
<b>We, us, our</b>	
Lancaster City Council, the landlord.	<i>No change</i>
<b>Written permission</b>	
A letter from us giving you permission to do certain things.	<i>No change</i>
<b>You</b>	
The tenant, and in the case of joint tenants, any one or all of the joint tenants.	<i>No change</i>
<b>1 YOUR TENANCY AGREEMENT</b>	
1.1 This agreement makes you a tenant of Lancaster City Council.	<i>No change</i>

1.2 Your tenancy is weekly and runs from Monday, 12 noon to Monday, 12 noon.	Your tenancy begins on ..... (the <b>tenancy start date</b> ) and continues until the first Sunday. The tenancy then renews each Monday, as a weekly periodic tenancy, until it is brought to an end.						
1.3 If we want to make any changes to your tenancy agreement (other than increasing the rent or other payments) then we will consult with you. We will ask you for your views about any planned changes to the tenancy agreement and full consideration will be given to any comments received. The Council will then give you at least four weeks' written notice before bringing them into effect. Any notice that the Council may wish to serve on you shall be validly served upon you if they are left at or sent by post to your usual or last known address.	If we want to make any changes to your tenancy agreement (other than increasing the rent or other payments) then we will consult with you in accordance with the requirements of sections 102 and 103 of the Housing Act 1985. We will ask you for your views about any planned changes to the tenancy agreement and full consideration will be given to any comments received. The Council will then give you at least four weeks' written notice before bringing them into effect. Any notice that the Council may wish to serve on you shall be validly served upon you if they are left at or sent by post to your usual or last known address.						
1.4 This agreement does not give any rights or remedies to any person except the landlord and the tenant and their respective successors and permitted assignees of the tenant.	No change						
2 YOUR RENT & OTHER CHARGES							
	<p>New insertion</p> <p><b>Rent</b></p> <p><b>At the start of this tenancy, the charges for your home are:</b></p> <table><tr><td><b>Net rent</b></td><td><b>£</b></td><td><b>per week</b></td></tr><tr><td><b>Service charge</b></td><td><b>£</b></td><td><b>per week</b></td></tr></table> <p><b>Your service charge is made up of:</b></p> <p><b>housing benefit eligible charges of £</b></p> <p><b>housing benefit ineligible charges of £</b></p> <p><b>Total rent payment</b></p> <p><b>TOTAL RENT PAYMENT: £</b></p> <p><b>PER WEEK</b></p>	<b>Net rent</b>	<b>£</b>	<b>per week</b>	<b>Service charge</b>	<b>£</b>	<b>per week</b>
<b>Net rent</b>	<b>£</b>	<b>per week</b>					
<b>Service charge</b>	<b>£</b>	<b>per week</b>					



	<p><b><i>The net rent and service charge are together your 'rent' in this tenancy agreement</i></b></p> <p><i>If this tenancy starts on a day other than a Monday, the portion of the total weekly payment due from you from the start of this tenancy, up to and including the first Sunday after the tenancy start date, will be a proportion of the weekly payment, calculated on an apportioned daily basis.</i></p>
<p><b>Former tenancy arrears. (This paragraph is applicable only if it has been completed by us.)</b></p> <p>If this paragraph is completed it means that this is an exceptional case and the Council has granted you a tenancy of this property even though you still have arrears from another property and/or a previous tenancy, which you must now pay.</p> <p>You must pay us the debt of £..... at the rate of £..... per week in addition to the rent for your home as stated in this agreement.</p> <p>The amount and period of instalments may be varied from time to time by agreement between you and the Council.</p> <p>The payment of this debt will discharge your liability for rent arrears, charges and/or other debts incurred by you at your previous home/tenancy.</p>	<p><i>Addition of</i></p> <p><b><i>You agree that, if you put your tenancy at risk due to non-payment of rent, we may refer you for specialist debt and welfare benefits advice without further recourse to you.</i></b></p>
<b>Council's Responsibilities</b>	
<p>2.1 We may change your rent and/or service charges at any time. We will tell you of any change in rent at least 28 days before the change. Any notice that the Council may wish to serve on you shall be validly served</p>	<p><i>We may change your net rent and/or service charges at any time by giving you written notice. We will tell you of any change in net rent and/or service charge at least 28 days before the change. Any notice that the Council may wish to serve on you shall be validly served upon you if they are left at or sent by post to your usual or last known address, but we reserve the right to change your rent even if you do not</i></p>

upon you if they are left at or sent by post to your usual or last known address, but we reserve the right to change your rent even if you do not receive this notice.	<i>receive this notice. Where you opt in to having one, your current rent will be shown on your rent card.</i>
2.2 If you put your tenancy at risk due to non-payment of rent we reserve the right to refer you for specialist debt and welfare benefits advice without your prior consent.	<i>Delete</i>
<b>Tenant's Responsibilities</b>	
2.3 Your rent and charges are due in advance and you must pay your rent and charges every week on or before the Monday they are due. If you wish to pay your rent and charges over longer periods – for example, monthly or fortnightly - then you must pay your rent and charges in advance. The rent is inclusive of the property rent and all the other charges. There are occasional "no collection" weeks where no rent is due. If you are in arrears you should make payments in these weeks to reduce the arrears owing	<i>2.2 Your rent and any other charges are due in advance and you must pay your rent and any other charges every week on or before the Monday they are due. If you wish to pay your rent and any other charges over longer periods – for example, monthly or fortnightly – this may be possible with our agreement (although all rent and any other charges must still be paid in advance). There are occasional "no collection" weeks where no rent is due, which we will notify to you. If you are in arrears you should make payments in these weeks to reduce the arrears owing</i>
2.4 If you do not pay your rent, we may go to court and ask for a possession order to evict you from your home and or a money judgement order to recover your debts. We will ask the court to award the costs of taking you to court against you. You must pay this charge in accordance with the court order. We may refer debts to a debt collection agency. If you have any difficulty paying your rent you should contact the housing office immediately.	<i>2.3 If you do not pay your rent, we may go to court and ask for a possession order to evict you from your home and or a money judgment order to recover your debts. We will ask the court to award the costs of taking you to court against you. You must pay this charge in accordance with the court order. We may refer debts to a debt collection agency. If you have any difficulty paying your rent you should contact the Income Management Officer immediately.</i>
2.5 If you are joint tenants you are each responsible for all the rent and for any rent arrears. The Council can recover all rent arrears owed for your home from any individual joint tenant. So if one joint tenant leaves, the	<i>Change to 2.4</i>

remaining tenant or tenants are responsible for any rent that may still be owed.	
<p>2.6 If you use any welfare benefit as a method of payment to pay part or all of your rent, you must tell the Department of Work and Pensions and the Benefit Service and a housing officer immediately of any changes which may affect your entitlement to welfare benefits.</p>	<i>Change to 2.5</i>
<p>2.7 If your welfare benefit payment made directly to us does not cover the full rent or you are receiving less than your award due to a direct deduction from your housing benefit to pay another debt (known as a shortfall) you must make the shortfall payments to us weekly in advance using another payment method.</p>	<i>Change to 2.6</i>
<p>2.8 You must repay in full any costs or liabilities incurred by the Council resulting from your breach or failure to perform any part of this agreement.</p> <p>Among other things, the Council could charge for:</p> <ul style="list-style-type: none"> <li>• putting right any work to your home that you have carried out without first having sought written permission from the Council;</li> <li>• putting right damage caused by you not complying with your tenant responsibilities including your failure to maintain your own equipment;</li> <li>• changing the locks of your home and otherwise securing it if it is abandoned by you;</li> <li>• your misuse of the emergency repair service for non-emergency repairs;</li> <li>• misuse of emergency alarm equipment;</li> <li>• replacing missing or broken keys; and</li> </ul>	<i>Change to 2.7</i>



<ul style="list-style-type: none"> <li>• tree and garden works and garden clearance.</li> </ul> <p>Please note that the Council incurs costs if we call at your home on a pre-arranged appointment and therefore may charge for any missed appointments.</p>	
<p>2.9 You must make and keep to an arrangement to repay other costs and liabilities such as rechargeable repairs, court costs, recoverable welfare benefit and support charges.</p>	<p><i>Change to 2.8</i></p>
	<p><b>2.9 Outgoings</b></p> <p><i>2.9.1 You must meet all outgoings applying to your home including council tax, electric, gas and other costs whether metered or billed.</i></p> <p><i>2.9.2 Immediately upon the start of this tenancy, you must arrange for council tax and other utility services as are available at your home, to be transferred into your name (and pay for any transfer or connection charge applicable).</i></p> <p><i>2.9.3 You must not tamper, interfere with, alter or add to the water or other utility installations or meters in or serving your home.</i></p> <p><i>2.9.4 You must notify the supplier(s) of utilities or services (whether or not metered) when this tenancy has ended, and pay all sums due to each utility and service provider, up to and including the last day of your tenancy, directly to them.</i></p>
<b>3 REPAIRS &amp; MAINTENANCE</b>	
<b>Council's Responsibilities</b>	
3.1 We will keep in repair:	<i>No change</i>
<ul style="list-style-type: none"> <li>• The structure and exterior of the building - roofs, walls, floors, ceilings, window frames, external</li> </ul>	<i>No change</i>


doors drains, gutters and outside pipes	
· Kitchen and bathroom fixtures - basins, sinks, toilets and baths	<i>No change</i>
· Electrical wiring, gas and water pipes	<i>No change</i>
· Heating equipment and water heating equipment	<i>No change</i>
· Any communal areas around your home - stairs, lifts, landings, lighting, entrance halls, paving, open spaces, parking areas and rubbish chutes	<i>No change</i>
3.2 We will do repairs within a reasonable time as detailed in the booklet "Reporting Your Repairs".	<p>3.2 We will aim to:</p> <p>3.2.1 do repairs within a reasonable time and</p> <p>3.2.2 undertake repairs with due care, and clear up rubbish once completed, in each case in line with our relevant policies (although the policies do not form part of this tenancy agreement).</p>
3.3 We will protect your property whilst repairs are being carried out, and will tidy up when the work is finished; removing rubbish and debris arising from the work.	<p>Delete and replace with</p> <p>3.3 We may award a decoration allowance where the decoration of a room is damaged by repair work. If you are elderly or disabled, we may also provide additional help. Ask the housing officer about the details of these schemes.</p>
3.4 We may award a decoration allowance where the decoration of a room is damaged by repair work. If you are elderly or disabled, we may also provide additional help. Ask the housing office about the details of these schemes.	<p>3.4 When repairs are going to involve major disruption we will arrange with you convenient dates for the work to be carried out.</p>
3.5 When repairs are going to involve major disruption we will arrange with you convenient dates for the work to be carried out.	<i>Now new 3.4 above</i>
3.6 We will give you, or send you, written confirmation of your request for a repair. Keep this confirmation in case you want to make an enquiry later.	<i>Delete</i>
3.7 We will send you written confirmation when an order for a repair has been issued to a contractor. Keep this confirmation in case you wish to	<i>Delete</i>

make an enquiry or complaint later.	
3.8 We may carry out any works or repairs needed because of a failure by you to comply with your repair obligations. We may charge you for any reasonable costs incurred in carrying out such works or repairs.	<i>Change number to 3.5</i>
<b>Tenant's Responsibilities</b>	
3.9 You must report any repairs, faults or damage immediately to the Council. Make sure that you get or are sent a written confirmation saying that we have received your request for a repair.	<i>Change of number to 3.5 You must report any repairs, faults or damage immediately to the Council.</i>
3.10 You must pay for repair or replacement if you (or anyone living with you or visiting your home) cause damage deliberately. You must also pay for repair or replacement if damage is caused by your own neglect. The cost of such repairs will be recharged to you and an account will be issued.	<i>Change of number to 3.7 You must pay for repair or replacement if you (or anyone living with you or visiting your home) cause damage deliberately. You must also pay for repair or replacement if damage is caused by your own neglect. The cost of such repairs will be recharged to you and an invoice will be issued for any sums owing, in accordance with our recharges policy.</i>
3.11 You must do small repairs like unblocking sinks or replacing tap washers or internal door handles. Council Housing Services will do many of these jobs for you if you are elderly or disabled.	<i>Change of number to 3.8</i>
3.12 You are responsible for repairing and maintaining your own equipment such as cookers or washing machines and any improvement that you have carried out yourself (unless you have a written agreement for us to repair and maintain it).	<i>Change number to 3.9</i>
3.13 You are responsible for keeping your home clean and in a state of reasonable decorative order.	<i>Change of number to 3.10 You are responsible for keeping your home clean and in a state of reasonable decorative order. You must not use your home in a way that might cause a hazard (for example by blocking doorways and windows, or by failing to deal with vermin or infestations)</i>
3.14 You must not decorate the outside of your home without the Council's agreement in writing.	<i>Change of number to 3.11 You must not decorate the outside of your home without the Council's prior permission in writing</i>

3.15 You must not apply Artex, ceramic tiles, polystyrene tiles or any similar materials to the walls or ceilings unless you have our permission in writing. We may give you permission to use these materials, but you must not carry out any work without the Council's agreement in writing.	<i>Change of number to 3.12</i> <i>You must not apply Artex, ceramic tiles, polystyrene tiles or any similar materials to the walls or ceilings unless you have prior permission in writing. We may give you permission to use these materials, but you must not carry out any work without the Council's agreement in writing.</i>
3.16 You must, where there is an open fireplace, have the chimney swept at least every 12 months.	<i>Change of number to 3.13</i>
3.17 You must only burn approved solid fuels if your home has a solid fuel heating appliance.	<i>Change of number to 3.14</i>
3.18 You must not remove walls or take out any other part of your home without the Council's agreement in writing.	<i>Change of number to 3.15</i>
3.19 You must not alter or add any fixture to your home, including: cabling and wiring; cable TV; a satellite dish; radio, TV, or CB aerial without the Council's agreement in writing. You may also need to obtain planning approval.	<i>Change of number to 3.16</i> <i>You must not alter or add any fixture to your home, including: cabling and wiring; cable TV; a satellite dish; radio, TV, CB aerial, CCTV or other security equipment without the Council's prior written permission. You may also need to obtain planning approval. As a condition of our permission, we may ask you to remove any alterations and additions at the end of your tenancy, and make good any damage</i>
3.20 If you make an improvement or alteration to your home without our written agreement we may tell you to return the property to how it was before. You will be charged for any work that the Council has to carry out to return the property to how it was before.	<i>Change of number to 3.17</i> <i>If you make an improvement or alteration to your home without our written permission we may tell you to return your home to how it was before. You will be charged for any work that the Council has to carry out to return your home to how it was before.</i>
3.21 You must obtain written permission before you carry out any gas or electrical work. There is no charge for seeking this permission. Any gas or electrical work must be carried out by a qualified and competent contractor.	<i>Change of number to 3.18</i> <i>You must obtain our written permission before you carry out any gas or electrical work. Any gas or electrical work must be carried out by a qualified and competent contractor.</i>
3.22. You must, on the removal of any gas appliance, ensure that the gas pipes are capped off by a Gas Safe registered contractor. You will be charged for any work	<i>Change of number to 3.19</i>





the Council has to carry out to ensure that the gas pipes are safe.	
3.22 You must, on the removal of any gas appliance, ensure that the gas pipes are capped off by a Corgi registered contractor. You will be charged for any work the Council has to carry out to ensure that the gas pipes are safe.	<i>Change of number to 3.20</i> <i>You should take all reasonable precautions to prevent damage occurring to any pipes or other installations at your home that may be caused by cold weather.</i>
3.23 You should take all reasonable precautions to prevent damage occurring to any pipes or other installations to the property that may be caused by cold weather.	<i>Change to 3.20</i> <i>You should take all reasonable precautions to prevent damage occurring to any pipes or other installations at your home that may be caused by cold weather.</i>
3.24 You must allow officers of the Council or any other person authorised by the Council into your home on reasonable notice to inspect its condition and do any repairs and improvements.	<i>Delete</i>
3.25 You must allow officers of the Council or any other person authorised by the Council to enter the premises to inspect the state of repairs and carry out necessary repairs and essential annual servicing of gas appliances and solid fuel appliances (as required by legislation AND FOR YOUR SAFETY)	<i>Change to 3.21</i> You must allow officers of the Council or any other person authorised by the Council to enter your home on reasonable notice, to carry out inspections and carry out necessary repairs, improvements and other works to your home, the building or any neighbouring properties. These works could include essential annual servicing of gas appliances and solid fuel appliances (as required by legislation AND FOR YOUR SAFETY). We may take legal action where you do not allow us access. See also clauses 5.1 to 5.4 for more details on our access rights.
3.26 You are advised to obtain a household insurance policy to ensure that your internal decoration to your home and your possessions are adequately covered in case of loss. The Council insures the building and the Council's fixtures, but your own goods are not covered.	<i>Change to 3.22</i>
<b>Tenant's Rights</b>	
<b><i>Right to repair (Introductory and Secure Tenants)</i></b> 	
3.28 You have the right to get repairs done on time. In some cases you have a legal "right to repair". Ask the housing office for more information.	<i>Change to 3.23</i> <i>You have the right to get repairs done on time. In some cases you have a legal "right to repair". Ask the housing officer for more information on our current right to repair policy.</i>

<b>Right to improve (Secure Tenants)</b>	
3.29 You have the right to carry out your own improvements such as installing central heating, a shower or a gas fire. You must get the Council's agreement in writing before doing any work like this. We will not refuse permission unless there is a good reason. (You may also need planning and building regulation approval.) If you make an approved improvement you can ask us to repair and maintain it for you.	Change to 3.24
<b>4 COMMUNITY RESPONSIBILITIES</b>	
<b>Council's Responsibilities</b>	
4.1 We will ensure that Council employees, agents, contractors or Councillors are polite, courteous, and treat people with respect.	<i>We will ensure that Council employees, agents and contractors are polite, courteous, and treat people with respect. We will develop a Code of Conduct governing how this will be done (although the Code of Conduct does not form part of this tenancy agreement)</i>
4.2 We will look into your complaints and decide what action to take, and we will give you advice and help.	<i>We will look into your complaints and decide what action to take, and we will give you advice and help in accordance with our Complaints Procedure (although the Complaints Procedure does not form part of this tenancy agreement).</i>
<b>Tenant's Responsibilities</b>	
<b>Personal behaviour</b>	
4.3 You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.	No change
4.4 You or anyone else living with you or visiting your home must not cause a nuisance, annoyance or disturbance to any	No change

other person. Examples of nuisance, annoyance or disturbance include: loud music; persistent shouting, persistent arguing and door slamming; dog barking and fouling; offensive behaviour; rubbish dumping; playing ball games close to someone else's property.	
4.5 You or anyone else living with you or visiting your home must not harass any other person. Examples of harassment include: racist behaviour or language; using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's property or possessions; writing threatening, abusive or insulting graffiti; doing anything that interferes with the peace, comfort or convenience of other people; discrimination against minority groups.	<i>No change</i>
4.6 You or anyone else living with you or visiting your home must not inflict or threaten violence against any other person in the household. You, and they, must not harass or use mental, emotional or sexual abuse to make anyone who lives in the household leave the home.	<i>No change</i>
4.7 You or anyone else living with you or visiting your home must not inflict or threaten domestic abuse. Domestic abuse can be considered grounds for eviction. Evidence of domestic abuse for eviction purposes does not need to rely on a criminal charge.	<i>No change</i>
4.8 You or anyone else living with you or visiting your home must not use your home, any communal area or locality for any illegal activity such as selling drugs.	<i>You or anyone else living with you or visiting your home must not use your home, any communal area or locality for any illegal or immoral activity such as selling drugs</i>

<p>4.9 You or anyone else living with you or visiting your home must not at any time subject Council employees, agents, contractors or Councillors in the course of their duty, to any physical or verbal abuse. Examples of physical abuse include any actual or threatened assault, attack, violent act, or aggression. Examples of verbal abuse include any unreasonable and/or unlawful verbal attack which causes or is likely to cause alarm, distress or intimidate.</p>	<p><i>No change</i></p>
<p><b>5 USING YOUR HOME</b></p>	
<p><b>Council's Responsibilities</b></p>	
<p><b><i>Right of access</i></b></p>	
<p>5.1 The Council or any of their agents has the right of access to the premises at all reasonable times for the purpose of inspecting the property or to carry out any works which the Council think are necessary either to the premises or adjoining premises upon giving at least 24 hours' notice in writing (except in an emergency).</p>	<p><i>5.1 The Council (and any of its agents or people otherwise authorised by it) has the right of access to your home at all reasonable times for the purpose of:</i></p> <p><i>5.1.1. inspecting your home, the building or any neighbouring properties and/or to carry out any works which the Council think are necessary to these areas, (including, in Independent Living schemes, checks to test that the emergency equipment serving you and your home (including your pendant and fire alarm), are properly connected and functioning),</i></p> <p><i>5.1.2 undertaking a tenancy audit or compliance check.</i></p> <p><i>5.1.3 Showing around prospective tenants in accordance with clause 8.4.</i></p> <p><i>In all cases we will give at least 24 hours' notice in writing (except in an emergency).</i></p>
<p>5.2 In an emergency officers of the Council or any other person authorised by the Council may enter your home, to inspect equipment or to carry out any works required either to the premises or adjoining premises, whether you are at home or not, using any means necessary; but upon completion of their work or inspection your home will be properly secured and repaired if necessary. An emergency in these circumstances is when either property or a person's safety is deemed to be at risk.</p>	<p><i>In an emergency officers of the Council or any other person authorised by the Council may enter your home, to inspect equipment or to carry out any works required either to your home, the building or any neighbouring properties, whether you are at home or not, using any means necessary; but upon completion of their work or inspection your home will be properly secured and repaired if necessary. An emergency in these circumstances is when either property or a person's safety is deemed to be at risk.</i></p>

5.3 If your home is part of a sheltered housing scheme, the Scheme Manager has a key and may enter your home at any time in an emergency. An emergency in these circumstances is when either property or a person's safety is deemed to be at risk.	<i>You agree to allow us, during the last four weeks of the tenancy, to show prospective tenants around your home, or pre inspect your home, or arrange for photographs to be taken to allow the property to be marketed to new prospective tenants. All such visits will be at reasonable times and upon reasonable notice of at least 24 hours.</i>
	<i>INDEPENDENT LIVING PROPERTIES ONLY: The independent living officer attending your home in order to undertake your weekly check in (or any other occasional or regular check ins which are reasonably deemed necessary), will use their key to access your home if you do not respond to calls. This is for your own safety.</i>
	<i>5.5. INDEPENDENT LIVING PROPERTIES ONLY: The Independent Living Officer may also use their key to enter your home at any time in an emergency. An emergency in these circumstances is when either property or a person's safety is deemed to be at risk.</i>
<b>Tenant's Responsibilities</b>	
<b><i>Occupying your home</i></b>	
5.4 You must use your council property as your main home.	<i>Change number to 5.6 You must use your council property as your only or main home.</i>
5.5 You must tell the housing office if you will be away from home for more than a month.	<i>Change number to 5.7 You must tell the housing officer if you will be away from home for more than a month.</i>
5.6 You must not have more people living in your home than the maximum number allowed. The number (permitted number) is shown in this agreement.	<i>Change to 5.8</i>
5.7 If you want someone, who was not part of your household when you first moved in, to stay (temporarily or permanently), you must get our written permission first. This includes children, relatives, friends, and guests. We will not refuse permission unless there is good reason.	<i>Change to 5.9 If you want someone, who was not part of your household when you first moved in, to stay (temporarily or permanently), you must get our written permission first. This includes children, relatives, friends, and guests. We will not refuse permission unless there is good reason. Please also see clauses 5.9 and 5.10 below on paying lodgers and subletting.</i>
<b><i>Right to take in lodgers (Secure Tenants)</i></b>	
5.8 You have the right to take in lodgers. A lodger is someone who lives in your home but does not have exclusive right to any	<i>Change to 5.9 You have the right to take in lodgers. A lodger is someone who lives in your home and pays you money to do so, but they do not have exclusive rights to any one part of it. They will generally get some sort of service from you such as</i>

one part of it. They will get some sort of service from you such as cooking or cleaning. You are required to carry out a "Right to rent" in accordance with Government guidance at <a href="https://www.gov.uk">https://www.gov.uk</a> . Evidence that a "Right to rent" check has been carried out should be supplied to the Council within 7 days of any request from the Council.	<i>cooking or cleaning. You are required to carry out a "Right to rent" in accordance with Government guidance at <a href="https://www.gov.uk">https://www.gov.uk</a>. Evidence that a "Right to rent" check has been carried out should be supplied to the Council within 7 days of any request from the Council.</i>
	<i>5.10. INDEPENDENT LIVING PROPERTIES ONLY: This tenancy has been entered into in order to facilitate the provision of support to you. The nature of this provision and your obligations in relation to it are set out in a your support plan. Your support plan will be reviewed annually and in the event that a change of circumstances occurs, and these reviews will be undertaken in person. The support plan may also be reviewed by the support provider once every 6 months. Because the provision of support is fundamental to this tenancy, it will be regarded as a breach of tenancy if you withdraw from or breach the your support plan.</i>
	<i>5.11. INDEPENDENT LIVING PROPERTIES ONLY: If your home is part of an Independent Living scheme you agree to a minimum of two contacts a week with an Independent Living officer.</i>
<b>Right to sublet part of your home (Secure Tenants)</b>	
5.9 You have the right to sub-let, but you must get the Council's agreement in writing first. Sub-letting means that someone pays you to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You cannot sub-let the whole of the property. You are required to carry out a "Right to rent" in accordance with Government guidance at <a href="https://www.gov.uk">https://www.gov.uk</a> . Evidence that a "Right to rent" check has been carried out should be supplied to the Council within 7 days of any request from the Council.	<i>Change to 5.12 You have the right to sub-let, but you must get the Council's agreement in writing first. Sub-letting means that someone pays you to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You cannot sub-let the whole of your home. You are required to carry out a "Right to rent" in accordance with Government guidance at <a href="https://www.gov.uk">https://www.gov.uk</a>. Evidence that a "Right to rent" check has been carried out should be supplied to the Council within 7 days of any request from the Council.</i>

<b>Businesses</b>	
<p>5.10 You or anyone else living with you or visiting your home must not run a business from your home without the Council's agreement in writing. This includes, if you are involved in the scrap metal business, not using your garden for the storage or sorting of scrap metal. We will not normally refuse permission unless the business would cause a nuisance or might damage the property. (You may also need planning and building regulation approval.)</p>	<p><i>Change to 5.13 You or anyone else living with you or visiting your home must not run a business from your home which could cause a nuisance or might damage your home (for example using the garden for the storage of scrap metal). This does not prevent you "working from home" provided you do not breach any obligation in this tenancy in doing so.</i></p>
<p>5.11 You or anyone else living with you or visiting your home must not place exhibit any notice board or notice visible from the outside of the premises advertising any profession, trade, or business, or any good, or services.</p>	<p><i>Change to 5.14 You or anyone else living with you or visiting your home must not place exhibit any notice board or notice visible from the outside of your home or the building advertising any profession, trade, or business, or any good, or services.</i></p>
<b>Gardens</b>	
<p>5.12 You must keep your garden tidy. You must cut any grass regularly in the growing season and weed the borders.</p>	<p><i>Change to 5.15 You must keep your garden tidy. You must cut any grass and prune hedges regularly in the growing season and weed the borders. If you leave items or rubbish in your garden we may request in writing that you do remove them.</i></p>
<p>5.13 If you do not comply with these requirements the Council may undertake whatever work is necessary to put your garden in a proper state and charge you for that work. The Council, or its agents may enter your garden, on giving 24 hours' notice, at any reasonable time for this purpose.</p>	<p><i>Change to 5.16</i></p>
<p>5.14 You or anyone else living with you or visiting your home should not put up or take down any fence or wall without the written consent of the Council.</p>	<p><i>Change to 5.17 You or anyone else living with you or visiting your home should not put up or take down any fence or wall without the prior written permission of the Council.</i></p>
<p>5.15 You or anyone else living with you or visiting your home must not attach any barbed wire, broken glass or other material to</p>	<p><i>Change to 5.18</i></p>

your home which may cause personal injury.	
5.16 You or anyone else living with you or visiting your home must not put up structures such as sheds, garages or pigeon lofts anywhere on your property without the Council's agreement in writing. (You may also need planning and building regulation approval.)	<i>Change to 5.19 You or anyone else living with you or visiting your home must not put up structures such as sheds, garages or pigeon lofts anywhere on your property without the Council's agreement in writing. (You are also responsible for obtaining any planning and building regulation approval.)</i>
	<p><i>New 5.23 Balconies (if any)</i>  <i>You must keep any private balcony area which is part of your home in reasonable order, in a tidy condition and free from rubbish.</i></p> <p><i>5.24 You must not light fires or place or use any barbeque, fire pit or other heating or lighting apparatus on the balcony.</i></p> <p><i>5.25 You must not store or keep any items or belongings on the balcony area (including storing water) other than a reasonable lightweight table and chairs suitable for outdoor use.</i></p> <p><i>5.26 You must not make any alteration, improvement or addition to the balcony (including erecting or installing any aerial, satellite dish or any similar telecommunication transmission or reception apparatus) without our prior written consent.</i></p>
<b>Care of the property</b>	
5.17 You or anyone else living with you or visiting your home must not damage, deface or put graffiti on Council property or any property in the locality. You may be charged for the cost of removal of the graffiti, or for any repair or replacement necessary.	<i>Change to 5.27</i>
5.18 You or anyone else living with you or visiting your home must not keep mopeds or motorbikes inside your home or in indoor communal areas (entrance halls, stairs, and landings).	<i>5.28 You or anyone else living with you or visiting your home must not keep mopeds, motorbikes, eBikes, eScooters or mobility scooters inside your home, on balconies or in indoor communal areas (entrance halls, stairs, and landings) unless there is a designated storage space for them. You must obtain our prior written consent (not to be unreasonably withheld or delayed) before using any designated storage space in accordance with this clause.</i>
5.19 You or anyone else living with you or visiting your home must not keep or use bottled gas,	<i>Change to 5.29 You or anyone else living with you or visiting your home must not keep or use bottled gas, paraffin, petrol or any other</i>




paraffin, petrol or any other dangerous material in your home or in communal areas.	<i>dangerous material in your home or in communal areas (other than those amounts usually required for normal domestic use).</i>
5.20 You or anyone else living with you or visiting your home must not tamper with the supply of gas, electricity or water, any other services, meters, smoke detectors or any community alarm equipment that has been installed in your home or at the property.	<i>Change to 5.30 You or anyone else living with you or visiting your home must not tamper with the supply of gas, electricity or water, any other services, meters, smoke or carbon monoxide detectors or any community alarm equipment that has been installed in your home or at the building.</i>
<b>Pets</b>	
5.21 You may keep domestic pets, such as one dog, one cat, caged birds, fish, or small mammals if they are well cared for and kept under proper control. You must obtain the permission of the Council before keeping any other animals.	<i>Change to 5.31 If you live in one of our general needs properties, you may keep domestic pets, such as one dog, one cat, caged birds, fish, or small mammals if they are well cared for and kept under proper control. You must obtain the permission of the Council before keeping any other animals.</i>
	<b>5.32. INDEPENDENT LIVING PROPERTIES ONLY:</b> <i>You must obtain the permission of the Council before keeping any pet.</i>
5.22 Your pet or pets must not annoy, cause nuisance or frighten other people.	<i>Change number to 5.33 You must not keep animals which are prohibited by the Dangerous Dogs Act 1991 and Dangerous Wild Animals Act 1976, or any other legislation relating to the keeping of dangerous animals.</i>
	<i>5.34 Your pet or pets must be well cared for, kept under proper control and not permitted to annoy, cause nuisance or frighten other people.</i>
5.23 You must not breed animals or birds at the property without the Council's agreement in writing.	<i>Change number to 5.35</i>
5.24 You or anyone else living with you or visiting your home must not keep any animal that the Council decides is unsuitable for your home. If you are in any doubt at all ask the housing office.	<i>Change number to 5.36 and change office to officer</i>
5.25 If you live in a flat, maisonette or bedsit where you share any entrance with another household you may not keep a pet without the Council's agreement in writing.	<i>Change to 5.37</i>

<b>Vehicles</b>	
5.26 You or anyone else living with you or visiting your home must not park a vehicle anywhere on your property except on a driveway or paved area intended for parking. You must not park a commercial vehicle, caravan or motor home on the garden, driveway, paved area around your home or on any communal parking areas without the Council's agreement in writing. You and your visitors must not park anywhere that would obstruct emergency services.	<i>Change number to 5.38</i>
5.27 You or anyone else living with you or visiting your home must not carry out major vehicle repairs or park an unroadworthy vehicle on your property, on the land around your home, or on the road.	<i>Change number to 5.39</i>
5.28 You or anyone else living with you or visiting your home must not allow anyone to sleep in a caravan or other vehicle parked outside your home.	<i>Change number to 5.40</i>
<b>Communal areas</b>	
5.29 You or anyone else living with you or visiting your home must co-operate with the Council and your neighbours to keep any communal areas clean, tidy and clear of obstruction.	<i>Change number to 5.41 You or anyone else living with you or visiting your home must co-operate with the Council and your neighbours to keep any communal areas free of obstruction, clean, tidy and clear of items (for example cupboards, bikes, eBikes, eScooters, pushchairs, mobility scooters) and rubbish. If we have to remove your belongings or rubbish, we may charge you our reasonable costs reasonably incurred in doing so.</i>
5.30 You or anyone else living with you or visiting your home must not store or charge mobility scooters in any internal communal area.	<i>Change number to 5.42 You or anyone else living with you or visiting your home must not store or charge eBikes, eScooters or mobility scooters in any internal communal area.</i>
5.31 You or anyone else living with you or visiting your home must not interfere with security and safety equipment in communal blocks - doors should not be jammed open and	<i>Change number to 5.43</i>


strangers should not be let in without identification.	
5.32 You or anyone else living with you or visiting your home are prohibited from smoking in any internal communal area.	<i>Change number to 5.44 You or anyone else living with you or visiting your home are prohibited from smoking tobacco, e-cigarettes or any other substance in any communal area. Smoking is also prohibited in your home whenever any of the Council's employees, agents and other authorised personnel are attending.</i>
<b>Flats, maisonettes, and bedsits</b>	
5.33 If you live in a flat, maisonette, or bedsit you must keep all your floors, including hallways and stairs, covered with carpet and a good quality underlay or with a suitable alternative floor covering that has similar noise reducing qualities. You must not use any hard surface flooring materials. Examples of hard surface flooring materials include laminate flooring, and ceramic tiles. This does not apply to kitchens and bathrooms where floor coverings have been supplied by the Council.	<i>Change number to 5.45</i>
<b>6 TENANT INVOLVEMENT</b>	
<b>Council's Responsibilities</b>	
<b><i>Right to be consulted</i></b>	
6.1 We must ask your views about any of the Council's housing plans if they substantially affect you - for example we will consult you about modernisation or improvement work that is planned for your home or your area. We will involve you or your tenants' group in local housing issues.	<i>No change</i>
6.2 We must ask your views about any planned changes to the tenancy agreement. You will be told in writing if these changes are to go ahead.	<i>No change</i>

6.3 We will send you a housing report every year that describes our work and performance. It will tell you how the service is paid for and how your money is spent.	<i>No change</i>
6.4 We must deal with your complaints efficiently and effectively. If you need to make a complaint the housing office will tell you what you have to do.	<i>If you need to make a complaint, you can do so via our Complaints Policy. Details of our Complaints Policy can be obtained from Customer Services or our website.</i>
<b>Tenant's Rights</b>	
	<p><b>6.5. Right to Information</b></p> <p><i>You have a right to information from us about the terms of this tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord.</i></p>
<b>Tenants' Groups</b>	
6.5 You have the right to join a local tenants' group. Ask the housing office for information about groups in your area or about how to start one.	<i>Change number to 6.6. You have the right to join a local tenants' group. Ask the Community Engagement Team for information about groups in your area or about how to start one.</i>
<b>Right to Manage</b>	
6.6 The Housing (Right to Manage) Regulations 2012 allow tenants' or residents' organisations to set up Tenant Management Organisations (TMOs) and to take on the responsibility for the day-to-day management of their estates.	<i>Change number to 6.7</i>
6.7 To use the Right to Manage, tenants need to have a representative organisation for the estate or area. There are a number of phases to go through before management responsibilities can be transferred to a tenant management organisation. Before deciding to manage their estate, tenants will need to make sure it is the best option for them and their neighbours.	<i>Change number to 6.8</i>
<b>Right to Transfer</b>	<i>No change</i>


6.8 A Tenant Group can serve notice under The Housing (Right to Transfer from a Local Authority Landlord) (England) Regulations 2013 proposing the transfer of their estates to a resident-controlled community landlord.	<i>Change number to 6.9</i>
6.9 To use the Right to Transfer, tenants need to have a representative organisation for the estate or area. There are a number of phases to go through before management responsibilities can be transferred to a tenant management organisation. Before deciding to manage their estate, tenants will need to make sure it is the best option for them and their neighbours.	<i>Change number to 6.10.</i>
<b>7 MOVING HOUSE</b>	
<b>Tenant's Rights</b>	
7.1 You have the right to apply to move to another council home. You will have to go on the rehousing waiting list. The right to apply for rehousing does not imply or guarantee that you will be rehoused. An offer of a new home depends on the urgency of your housing need, how long you have been waiting and what accommodation is available. You may not be allowed to transfer to another council home if:	<i>No change</i>
· You owe any rent	<i>No change</i>
· Your property and garden are in poor condition	<i>No change</i>
· You have made improvements or alterations without our written agreement (we may tell you to return the home to how it was before)	<i>No change</i>
7.2 You have the right to see our rules for deciding who gets offered a council home. You also have the right to a free copy of a short summary of these rules. Ask at the housing office.	<i>You have the right to see our rules for deciding who gets offered a council home. You also have the right to a free copy of a short summary of these rules. Ask customer services for details.</i>

<b>Right to Exchange (Secure Tenants)</b>	
7.3 You have the right to swap your home (called a "mutual exchange") with another tenant of the Council, a housing association or another local council. You must get the Council's agreement in writing first. We cannot refuse permission unless:	You have the right to swap your home (called a "mutual exchange") with another qualifying tenant of the Council, a housing association or another local council. You must get the Council's agreement in writing first. Examples of where we can refuse permission include:
· One of the homes would be overcrowded - the housing office will tell you the maximum number of people allowed	<i>Change housing office to officer</i>
· The Council is taking legal action to get possession of the home of any of the tenants involved	<i>No change</i>
· The exchange would mean that a home designated for special needs, e.g. for elderly or disabled people would have no-one living there who had those special needs	<i>No change</i>
· The exchange would mean that a home with design features for the physically disabled would have non-one living there with physical disability	<i>No change</i>
· One of the homes would be obviously too large for the new tenants	<i>One of the homes would be too large for the new tenants Please note that the above summary list is provided for convenience only, and that in practice the full grounds for refusal (as set out at Schedule 3 to the Housing Act 1985) will apply.</i>
7.4 We also set certain conditions that you must meet before the exchange can go ahead:	<i>No change</i>
· You must not owe any rent	<i>No change</i>
· Your property and garden must be in good condition	<i>Change property to home</i>
· If you have made improvements or alterations without our written agreement you must return the home to how it was before	<i>No change</i>
7.5 If you do exchange without our written agreement we will take legal action to evict you. You	<i>No change</i>

will not be able to return to your original home and may not be offered alternative housing.	
<b>8 ENDING YOUR TENANCY</b>	
<b>Council's Responsibilities</b>	
<b><i>Service of notice</i></b>	
8.1 Any notice that the Council may wish to serve on you shall be validly served upon you if they are left at or sent by post to your usual or last known address.	<i>Any notice that the Council may wish to serve on you shall be validly served upon you if they are left at or sent by post to your usual or last known address (or by email to a specified email address, where you have consented to service in this form).</i>
<b>Tenant's Responsibilities</b>	
<b><i>Tenancy Termination</i></b>	
8.2 You must notify the housing office in writing at least four weeks before you want to leave your home. The notice must end on a Monday.	<i>No change</i>
8.3 You must pay rent until the tenancy is terminated.	<i>No change</i>
8.4 Upon receiving at least 24 hours' notice you must allow the Council accompanying a prospective tenant access to view the property during normal working hours.	<i>No change</i>
8.5 You must return all keys to the housing office by 12 noon on the day your notice expires to end the tenancy. The keys must be handed to a housing officer. If you hand the keys in after this time the Council reserves the right to charge for use and occupation of the property.	<i>You must return all keys to us by 12 noon on the day your notice expires to end the tenancy. If you hand the keys in after this time the Council reserves the right to charge for use and occupation of the property or to change the locks at the property and recharge you for our reasonable costs.</i>
8.6 If you do not hand all the keys in on termination of the tenancy the Council will recharge you with the cost of replacing the keys or, where necessary, the cost of changing the locks.	<i>No change</i>
8.7 You must leave the property, the fixtures and any furnishings we have provided in good condition when you go.	<i>You must leave the property, the fixtures and any furnishings we have provided in good condition when you go. Any furniture packages which you have leased, must be returned to the relevant provider so as to be out of the property by the tenancy end date.</i>

8.8 You must not leave any of your own items in the property. If items are left in the property the Council will dispose of them and you will be responsible for all reasonable costs of disposal including removal and/or storage charges.	<i>No change</i>
8.9 You must pay for repair or replacement if damage has been caused deliberately or by your own neglect (including decoration). You will not have to pay for normal wear and tear.	<i>No change</i>
8.10 You must not leave anybody else living in your home when you move out.	<i>No change</i>
8.11 If you are joint tenants any one of you can end the tenancy by giving us four weeks' notice. The notice will end the whole tenancy.	<i>No change</i>
<b><i>Pass on (assign) the tenancy</i></b>	
8.12 You cannot pass on (assign) the tenancy to somebody else unless:	<i>No change</i>
· You are ordered to do so by a court in family law or civil partnership proceedings	<i>No change</i>
· Under the right to exchange, but only with the written agreement of the Council (Secure Tenants)	<i>Under the right to exchange, but only with the written agreement of the Council (Secure Tenants only)</i>
· It is to a person who would be legally entitled to succeed to the tenancy, but only with the written agreement of the Council. The Council will not agree to the passing on of the tenancy where your home would be under-occupied. (Introductory and Secure Tenants)	<i>It is to a person who would be legally entitled to succeed to the tenancy, but only with the written agreement of the Council. The Council will not agree to the passing on of the tenancy where your home would be under-occupied. (both Introductory and Secure Tenants)</i>
<b>Tenant's Rights</b>	
<b><i>Right to compensation for improvements (Secure Tenants)</i></b>	



<p>8.13 You have the right to compensation for certain improvements you may have made to your home. The details of the Right to Compensation are available from the housing office. You should make a claim when you give the Council notice that you are leaving your home.</p>	<p><i>You have the right to compensation for certain improvements (which are specified in law) that you may have made to your home. The details of the Right to Compensation are available from us. You should make a claim when you give the Council notice that you are leaving your home.</i></p>
<p><b>Rights to succession</b> </p>	
<p>8.14 If you have a joint tenancy, the other joint tenant will automatically take over the tenancy when you die. But if you are the only tenant, there are rules about who the tenancy can be passed on to. The legal process is called succession.</p>	<p><i>No change</i></p>
<p><b>Option – Succession limited to the discretionary statutory right:</b> 8.15 If you die, a secure tenancy can be passed to your husband, wife, partner or civil partner. This is called a statutory succession under the terms of the Housing Act 1985 as amended by the Localism Act 2011. A secure tenancy can only be passed on once to either your husband, wife, partner or civil partner. For the sake of clarity, this means that your secure tenancy cannot be passed on for a second time.</p>	<p><i>Your tenancy can be passed on to your spouse, civil partner or partner, as long as they have been living in your home at the time of your death. ct, especially clause 8.16).</i></p>
<p>8.16 If you do not have a spouse, the tenancy may pass on to a close relative who must have been living with you for a period of twelve months before your death, and who occupied the house as his/her only or main home at the time of your death. A close relative is defined as parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece. (It also includes common law husband/wife and step relative.)</p>	<p><i>If you do not have a spouse, civil partner or partner living with you, the tenancy may pass on to a close relative who must have been living with you for a period of twelve months before your death, and who occupied the house as their only or main home at the time of your death. A close relative is defined as parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece and step-relations.</i></p>

8.17 If more than one person qualifies equally and they cannot agree between themselves, then the Council will decide who should take over the tenancy. The tenancy can only be legally transferred once, so when a member of your family has taken over the tenancy, there is no further right. However, the Council will consider further applications sympathetically.	<i>No change</i>
8.18 If the tenancy passes to a close relative, and the property is bigger than they need, then the Council may offer them alternative property. Where a partner has succeeded to the tenancy they will be able to stay in the property.	<i>If the tenancy passes to a close relative, and the property is bigger than they need, then the Council may offer them an alternative property.</i>
<b>Other successions</b>	
8.19 If you die and no one in your household has the legal right to succeed to the tenancy, the Council will consider sympathetically an application for the tenancy from a member of the household who had a long term commitment to the home prior to your death. The Council may offer them alternative accommodation where the property is bigger than they need.	<i>No change</i>
	<p><i>I/we (the tenants) have been given an opportunity to read the terms and conditions of this tenancy agreement. I/we understand that I/we should not sign it unless I/we are prepared to agree to keep to the terms and conditions.</i></p> <p><i>Signed (tenant 1)</i> .....</p> <p><i>Signed (tenant 2)</i> .....</p> <p><i>Signed (authorised officer)</i> .....</p>

<b>DO NOT DESTROY THIS DOCUMENT</b>	
This document is important. It sets out your rights and responsibilities. You are advised to read it before agreeing to it. It should be kept for the lifetime of your tenancy. You may need to refer to it in the future.	<i>No change</i>
Further information and advice is available from your Housing Office, local Citizens Advice Bureau, your local housing advice centre, a law centre, or the Council's website ( <a href="http://www.lancaster.gov.uk">www.lancaster.gov.uk</a> ).	<i>No change</i>
Further information and advice is available from your Housing Office, local Citizens Advice Bureau, your local housing advice centre, a law centre, or the Council's website ( <a href="http://www.lancaster.gov.uk">www.lancaster.gov.uk</a> ).	<i>Possible change</i>
Switch 2 Meters	<i>No Change</i>
Independent Living	<i>No Change</i>

<b>Summary report:</b>	
<b>Litera Compare for Word 11.11.0.158 Document comparison done on 24/09/2025 16:20:55</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://work.trowers.com/thl/174171698/4 - Tenancy Agreement (client version) 13_08_25.docx	
<b>Modified DMS:</b> iw://work.trowers.com/thl/174171698/5 - Tenancy Agreement 24_09_25.docx	
<b>Changes:</b>	

<u>Add</u>	110
<del>Delete</del>	62
<del>Move From</del>	3
<u>Move To</u>	3
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	178

<b>CABINET</b>
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## Statement of Gambling Policy 2025-2028

**21 October 2025**

### Report of Chief Officer Governance

PURPOSE OF REPORT				
For Cabinet members to consider the revised Statement of Gambling Policy for 2025-2028 and refer to Full Council for adoption.				
Key Decision	<input type="checkbox"/>	Non-Key Decision	<input checked="" type="checkbox"/>	Referral from Cabinet Member
Date of notice of forthcoming key decision				
This report is public				

#### RECOMMENDATIONS OF COUNCILLOR MADDOCKS

1. That Cabinet members consider the revised Statement of Gambling Policy 2025-22018 and,
2. Refer the policy, with or without amendments, to Full Council for adoption.

#### 1.0 Introduction

- 1.1 Section 349 of the Gambling Act 2005 ("the Act") provides that each Licensing Authority shall, before each successive period of three years, prepare a statement of the principles that they propose to apply in exercising their functions under the Act during that period, and publish that statement.
- 1.2 Licensing Committee have approved the draft policy, in line with the Councils constitution it is necessary for Cabinet to make recommendations to Full Council for approval.

#### 2.0 Proposal Details

- 2.1 The purpose of the Statement of Gambling Policy is to assist the Licensing Authority in determining applications and to provide clarity for applicants, residents and members of the business community. This also provides information and guidance on the general approach that the Licensing Authority will take when assessing applications and sets out expected operating standards.

2.2 This Licensing Authority covers a variety of licensed premises undertaking a range of activities, including small society lotteries, family entertainment centres, bingo halls, betting shops and gaming machines in pubs and clubs. It is therefore important that the Gambling Policy is sufficiently flexible to reflect their differing needs and characteristics.

2.3 The approved Statement of Gambling Policy 2025-2028 is attached at **Appendix 1**.

### **3.0 Details of Consultation**

3.1 A 6-week public consultation was carried out between Friday 13th June and Friday 25th July 2025, during that time the draft policy was made available to view on the Councils website and at Morecambe and Lancaster Town Hall(s).

3.2 The Act provides that, before determining the policy, a Licensing Authority must consult with: -

- The Chief Officer of Police for the area
- One or more persons who appear to the authority to represent the interests of persons carrying on gambling businesses in the authority's area
- One or more persons who appear to the authority to represent the interests of persons who are likely to be affected by the exercise of the authority's functions under the Gambling 2005.

3.3 In addition to the statutory consultees, Lancaster City Council consulted directly with the following.

- All holders of gambling premises licences and permits issued by the Council
- All premises licensed under the Licensing Act 2003 where gaming machines are provided
- All members of Lancaster City Council
- All Parish councils within the Lancaster City Council area
- Lancashire Constabulary
- Lancashire Fire and Rescue Service
- Lancashire Safeguarding – Children
- Lancashire County Council – Trading Standards
- Lancashire County Council - Public Health
- Home Office - H M Revenues and Customs
- Lancaster City Council – Planning and Building Control
- The Gambling Commission
- British Beer and Pub Association
- British Institute of Inn-keeping
- Disability Rights Commission Helpline
- Equity Head Office
- Gamcare
- Gamblers Anonymous
- Money Advice Trust
- Step change Debt Charity
- Local Citizens Advice Bureau

- All agents and legal services who act on behalf of applicants

3.4 The policy document was shared with all consultees via email, along with instructions for those wishing to respond to the draft policy

3.5 No (0) responses were received during the consultation period; members of Licensing Committee therefore approved the draft with no modifications or amendments.

#### 4.0 Options

Cabinet members are asked to approve the policy, making recommendations to Full Council for adoption.

#### 5.0 Conclusion

5.1 Section 349 of the Gambling Act 2005 provides that each Licensing Authority shall, before each successive period of three years, prepare a statement of the principles that they propose to apply in exercising their functions under the Act during that period, and publish that statement.

5.2 The draft policy has been subject to a public consultation, members of Licensing Committee have considered the policy content and make recommendations to Cabinet for approval prior to adoption by Full Council.

#### **RELATIONSHIP TO POLICY FRAMEWORK**

The Statement of Licensing Policy forms part of the Council's Policy Framework

#### **CONCLUSION OF IMPACT ASSESSMENT**

**(including Health & Safety, Equality & Diversity, Human Rights, Community Safety, HR, Sustainability and Rural Proofing)**

The policy sets out how the Council will determine applications relating to gambling activity in the district, whilst promoting the licensing objectives and protecting children and vulnerable persons from gambling related harms.

#### **LEGAL IMPLICATIONS**

It is important to follow the correct process in implementing the updated policy, with Licensing Committee making recommendations to the Councils Cabinet prior to adoption by Full Council.

The absence of a valid policy leaves the Council susceptible to legal challenge.

#### **FINANCIAL IMPLICATIONS**

None.

#### **OTHER RESOURCE IMPLICATIONS**

##### **Human Resources:**

None Identified

##### **Information Services:**

None Identified

<b>Property:</b> None Identified <b>Open Spaces:</b> None Identified	
<b>SECTION 151 OFFICER'S COMMENTS</b> None.	
<b>MONITORING OFFICER'S COMMENTS</b> By law, the Council must have a Policy Framework. This is a list of plans and strategies which are relevant to the Council's functions and are required by law to be decided by the Full Council, usually on the recommendation of the Cabinet. The Statement of Gambling Policy forms part of the Council's Policy Framework. The Licensing Committee's terms of reference include the following: - "To develop Licensing and Gambling Policies for consideration by the Cabinet and Full Council;"	
<b>BACKGROUND PAPERS</b>	<b>Contact Officer:</b> Jennifer Curtis <b>Telephone:</b> 01524 582732 <b>E-mail:</b> jcurtis@lancaster.gov.uk <b>Ref:</b> SOGP2025/28





## **Gambling Act 2005**

# **Statement of Gambling Policy**

January 2025 - 2028

Author: Licensing Manager

Document Name: Statement of Gambling Policy 2025 - 2028

Approved by Full Council: XXXXX

Date due for review: January 2028

Responsible for review: Licensing Manager

# Statement of Licensing Policy

## Gambling Act 2005

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## Preface

Under the Gambling Act 2005, a new regime for regulating gambling and betting was introduced throughout the United Kingdom from 1 September 2007. Apart from the National Lottery and spread betting, gambling and betting will be regulated by the Gambling Commission, whose duties include licensing the operators and individuals involved in providing gambling and betting facilities.

In addition, the Gambling (Licensing and Advertising) Act 2014 came into force on 1 November 2014 and amends the Act. It requires gambling operators that transact with or advertise to British consumers to obtain a licence from the Commission. The Act (as amended) has implications for remote operators and does not impact the powers or authority of licensing authorities. For further information, please refer to the commission guidance on implementing the Gambling (Licensing and Advertising) Act.

Gambling can be a source of pleasure for many people. However, some of the more vulnerable people in society use gambling as a means to improve their financial position but often find that the losses incurred provide very little pleasure and actually cause a great deal of harm. At a population level there are a lot of people who experience a small amount of harm from gambling and a small number of people who experience a great deal of harm from gambling, for example gambling addiction.

Gambling is associated with stress, anxiety, depression and is linked to alcohol and substance misuse. The harm does not only affect the individual – families and society in general are harmed by the effects of gambling. Family problems usually start with money troubles which can then lead to domestic abuse and neglect. Children are particularly affected by the impacts of gambling, and this can lead to Adverse Childhood Experiences which last into adulthood.

The harm from gambling to the wider society include fraud, theft, loss of productivity in the workforce and the cost of treating gambling addiction.

Regard will be had to these considerations when the Council is fulfilling its obligations under the Gambling Act 2005. Consideration will also be given towards a number of the priorities included in the Council Plan 2024- 2027, in particular to create an inclusive and prosperous local economy and to create healthy and happy communities.

Lancaster City Council, along with other local licensing authorities, has a duty under the Gambling Act 2005 to license premises where gambling is to take place and to license certain other activities (such as registering small society lotteries). This document sets out how the council intends to approach this task.

## Part A

### 1. The Licensing Objectives

- 1.1 In exercising most of their functions under the Gambling Act 2005 (“the Act”), licensing authorities must have regard to the licensing objectives as set out in section 1 of the Act. The licensing objectives are:
- Preventing gambling from being a source of crime or disorder, being associated with crime or disorder or being used to support crime
  - Ensuring that gambling is conducted in a fair and open way
  - Protecting children and other vulnerable persons from being harmed or exploited by gambling
- 1.2 It should be noted that the Gambling Commission has stated: “The requirement in relation to children is explicitly to protect them from being harmed or exploited by gambling”.
- 1.3 This licensing authority is aware that, in making decisions about premises licences and temporary use notices it should aim to permit the use of premises for gambling in so far as it thinks it:
- in accordance with any relevant code of practice issued by the Gambling Commission
  - in accordance with any relevant guidance issued by the Gambling Commission
  - reasonably consistent with the licensing objectives and
  - in accordance with the authority’s statement of licensing policy

### Authorised Activities

- 1.4 ‘Gambling’ is defined in the Act as either, betting, gaming or taking part in a lottery:
- ‘gaming’ means playing a game of chance for a prize.
  - ‘betting’ means making or accepting a bet on the outcome of a race, competition, or any other event; the likelihood of anything occurring or not occurring; or whether anything is true or not true.
  - a ‘lottery’ is where persons are required to pay in order to take part in an arrangement, during the course of which one or more prizes are allocated by a process which relies wholly on chance.

- 1.5 Private gaming in private dwellings and on domestic occasions is exempt from licensing or registration providing that no charge is made for participating; only equal chance gaming takes place; and it does not occur in a place to which the public have access. Domestic betting between inhabitants of the same premises or between employees of the same employer is also exempt.
- 1.6 Non-commercial gaming and betting (where no parts of the proceeds are for private gain) may be subject to certain exemptions. Further advice should be sought from the council's Licensing Team where appropriate.

## **2.0 Introduction**

- 2.1 In terms of area, Lancaster is the second largest district council in Lancashire, covering a total of 567 square kilometres. The boundaries extend to Westmorland and Furness in the North, North Yorkshire and Craven District in the East, and Wyre Borough in the South.
- 2.2 There are two large urban centres of population, at Lancaster and Morecambe, and a smaller town, Carnforth, to the north, together with an extensive rural area. The district has an estimated total population of 142,200 (January 2025). An influx of tourists, to the seaside resort of Morecambe and to the historic city of Lancaster, increases this population further, especially during the summer months.
- 2.3 A map of the council's area is included at **Appendix 5**.
- 2.4 Licensing authorities are required by the Gambling Act 2005 to publish a statement of the principles which they propose to apply when exercising their functions. This statement must be published at least every three years. The statement must also be reviewed from "time to time" and any amended parts re-consulted upon. The statement must be then re-published.
- 2.5 Lancaster City Council is consulting widely upon this statement before finalising and publishing it. A list of those persons consulted is included at Appendix 1.
- 2.6 The Gambling Act requires that the following parties are consulted by Licensing Authorities:
  - The Chief Officer of Police.
  - One or more persons who appear to the authority to represent the interests of persons carrying on gambling businesses in the authority's area.
  - One or more persons who appear to the authority to represent the interests of persons who are likely to be affected by the exercise of the authority's functions under the Gambling Act 2005.

- 2.7 Lancaster City Council's consultation took place between Friday 13th June and Friday 25th July 2025, copies were made available at Council Offices and published on the Council's website. The consultation considered the HM Government Code of Practice on Consultation (updated 19 March 2018 ) which is available at:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/100807/file47158.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/100807/file47158.pdf)
- 2.8 The full list of comments made and the consideration by the council of those comments is available by request to the Licensing Manager via the details set out below.
- 2.9 The policy was approved at a meeting of the Full Council on XXXXXXXX. The revised policy statement was published on XXXXXXXX and the revised Statement of Gambling Licensing Policy came into force on the XXXXXXXX.
- 2.10 Should you have any queries regarding this policy statement please send them via e-mail or letter to the following contact: The Licensing Manager, Lancaster City Council, Morecambe Town Hall, Marine Road, Morecambe LA4 4AF
- E-mail: [licensing@lancaster.gov.uk](mailto:licensing@lancaster.gov.uk)  
Tel: (01524) 582033
- 2.11 It should be noted that this policy statement will not override the right of any person to make an application, make representations about an application, or apply for a review of a licence, as each will be considered on its own merits and according to the statutory requirements of the Gambling Act 2005.

### **3.0 Declaration**

- 3.1 In producing the final statement, this licensing authority declares that it has had regard to the licensing objectives of the Gambling Act 2005, the Guidance to the Licensing Authorities issued by the Gambling Commission, and any responses from those consulted on the statement.

### **4.0 Responsible Authorities**

- 4.1 The licensing authority is required by regulations to state the principles it will apply in exercising its powers under Section 157(h) of the Act to designate, in writing, a body which is competent to advise the authority about the protection of children from harm. The principles are:
- the need for the body to be responsible for an area covering the whole of the licensing authority's area; and

- the need for the body to be answerable to democratically elected persons, rather than any particular vested interest group.

- 4.2 In accordance with the suggestion in the Gambling Commission's Guidance to local authorities, this authority has consulted with Lancashire Safeguarding Children and Adults Board. This Authority considers that it is best able to fulfil the role of advising the Authority about the protection of children from harm for the purposes of Section 157(b) of the Act.
- 4.3 The contact details of all the Responsible Authorities under the Gambling Act 2005 are available via the council's website at: [www.lancaster.gov.uk](http://www.lancaster.gov.uk) and are listed at Appendix 2

## **5.0 Interested Parties**

- 5.1 Interested parties can make representations about licence applications or apply for a review of an existing licence. These parties are defined in the Gambling Act 2005 as follows:

"For the purposes of this Part a person is an interested party in relation to an application for or in respect of a premises licence if, in the opinion of the licensing authority which issues the licence or to which the applications are made, the person:

- a) lives sufficiently close to the premises to be likely to be affected by the authorised activities.
- b) has business interests that might be affected by the authorised activities, or
- c) represents persons who satisfy paragraph (a) or (b)"

- 5.2 The licensing authority is required by regulations to state the principles it will apply in exercising its powers under the Gambling Act 2005 to determine whether a person is an interested party.
- 5.3 This authority will not apply a rigid rule to its decision making and each case will be decided upon its merits.
- 5.4 It will also consider the Gambling Commission's Guidance that "has business interests" should be given the widest possible interpretation and include partnerships, charities, faith groups and medical practices.
- 5.5 The Gambling Commission has recommended that the licensing authority states that interested parties may include trade associations and trade unions, and residents' and tenants' associations. This authority will not however generally view these bodies as interested parties unless they represent a member who can be classed as an interested person under the terms of the Gambling Act 2005 i.e. lives sufficiently close to the premises to be likely to be affected by the activities being applied for.



- 5.6 Interested parties can be persons who are democratically elected such as councillors and MP's. No specific evidence of being asked to represent an interested person will be required as long as the councillor/MP represents the ward likely to be affected. Likewise, parish councils likely to be affected will be considered to be interested parties. Other than these however, this authority will generally require written evidence that a person/body (eg an advocate/relative) 'represents' someone who either lives sufficiently close to the premises to be likely to be affected by the authorised activities and/or has business interests that might be affected by the authorised activities. A letter from one of these persons, requesting the representation is likely to be sufficient.
- 5.7 If individuals wish to approach councillors to ask them to represent their views, then care should be taken that the councillors are not a Member of the Licensing Committee dealing with the licence application. If there are any doubts, then please contact the council's Licensing Department.

## **6.0 Exchange of Information**

- 6.1 Licensing Authorities are required to include in their statements the principles to be applied by the authority in exercising the functions under sections 29 and 30 of the Act with respect to the exchange of information between it and the Gambling Commission, and the functions under section 350 of the Act with respect to the exchange of information between it and the other persons listed in Schedule 6 to the Act.
- 6.2 The principle that this licensing authority applies is that it will act in accordance with the provisions of the Gambling Act 2005 in its exchange of information which includes the provision that the General Data Protection Regulation (2018) will not be contravened. The licensing authority will also have regard to any Guidance issued by the Gambling Commission on this matter, as well as any relevant regulations issued by the Secretary of State under the powers provided in the Gambling Act 2005.
- 6.3 Should any protocols be established as regards information exchange with other bodies then they will be made available. This authority will normally share the information it holds about licensed premises with the Gambling Commission, the police and other responsible authorities.

## **7.0 Enforcement**

- 7.1 Licensing authorities are required by regulation under the Gambling Act 2005 to state the principles to be applied by the authority in exercising the functions under Part 15 of the Act with respect to the inspection of premises; and the powers under section 346 of the Act to institute criminal proceedings in respect of the offences specified.
- 7.2 This licensing authority's principles are that:

It will be guided by the Gambling Commission's Guidance for local authorities and will endeavour to be:

- Proportionate: regulators should only intervene when necessary: remedies should be appropriate to the risk posed, and costs identified and minimised.
- Accountable: regulators must be able to justify decisions and be subject to public scrutiny.
- Consistent: rules and standards must be joined up and implemented fairly.
- Transparent: regulators should be open, and keep regulations simple and user friendly; and
- Targeted: regulation should be focused on the problem and minimise side effects.

- 7.3 As per the Gambling Commission's Guidance to Licensing Authorities, this licensing authority will endeavour to avoid duplication with other regulatory regimes so far as possible.
- 7.4 This licensing authority has adopted and implemented a risk-based inspection programme, based on.
- The licensing objectives
  - Relevant codes of practice
  - Part 36 of Guidance issued by the Gambling Commission
  - The principles set out in this statement of licensing policy
- 7.5 The main enforcement and compliance role for this licensing authority in terms of the Gambling Act 2005 is to ensure compliance with the premises licences and other permissions which it authorises. The Gambling Commission will be the enforcement body for the operating and personal licences. It is also worth noting that concerns about manufacture, supply or repair of gaming machines are not dealt with by the licensing authority but should be notified to the Gambling Commission.
- 7.6 This licensing authority also keeps itself informed of developments as regards the work of the Better Regulation Executive in its consideration of the Regulatory functions of local authorities.
- 7.7 Bearing in mind the principle of transparency, this licensing authority's enforcement protocol is available upon request to the licensing department. Our risk-based inspection is also available upon request.

## **8.0 Licensing Authority Functions**

### **Local Authorities**

#### **8.1 Licensing Authorities are required under the Act to:**

- Be responsible for the licensing of premises where gambling activities are to take place by issuing Premises Licences
- Issue Provisional Statements
- Regulate members' clubs and miners' welfare institutes who wish to undertake certain gaming activities via issuing Club Gaming Permits and/or Club Machine Permits
- Issue Club Machine Permits to Commercial Clubs
- Grant permits for the use of certain lower stake gaming machines at unlicensed Family Entertainment Centres
- Receive notifications from alcohol licensed premises (under the Licensing Act 2003) for the use of two or fewer gaming machines
- Grant Licensed Premises Gaming Machine Permits for premises licensed to sell/supply alcohol for consumption on the licensed premises, under the Licensing Act 2003, where there are more than two machines
- Register small society lotteries below prescribed thresholds
- Issue Prize Gaming Permits
- Receive and Endorse Temporary Use Notices
- Receive Occasional Use Notices
- Provide information to the Gambling Commission regarding details of licences issued (see section above on 'information exchange')
- Maintain registers of the permits and licences that are issued under these functions
- Exercise its powers of compliance and enforcement under the Act, in partnership with the Gambling Commission and other relevant responsible authorities.

The licensing authority will not be involved in licensing remote gambling at all, which is regulated by the Gambling Commission via operating licences.

### **The Gambling Commission**

- 8.2 The Gambling Commission regulates gambling in the public interest. It does so by keeping crime out of gambling; by ensuring that gambling is conducted in a fair and open way; and by protecting children and vulnerable people. The Commission provides independent advice to the Government about the matter in which gambling is carried out, the effects of gambling and the regulations of gambling generally.
- 8.3 The Commission has issued guidance under Section 25 of the Act about the manner in which licensing authorities exercise their licensing functions under the Act and, in particular, the principles to be applied.
- 8.4 The Commission has also issued Codes of Practice under Section 24 about the way in which facilities for gambling is provided, which may also include provisions about the advertising of gambling facilities.
- 8.5 The Gambling Commission can be contacted at:

Gambling Commission  
Victoria Square House  
Victoria Square  
Birmingham  
B2 4BP

Website: [www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk)  
Email: [info@gamblingcommission.gov.uk](mailto:info@gamblingcommission.gov.uk)

## Part B

# Premises Licences

### 9.0 General Principles

- 9.1 Premises licences are subject to the requirements set out in the Act and regulations, as well as specific mandatory and default conditions which will be detailed in regulations issued by the Secretary of State. The licensing authority is able to exclude default conditions and also attach others, where it is believed to be appropriate.
- 9.2 Conditions beyond the mandatory and default conditions will only be imposed where there is evidence of a risk to the licensing objectives that requires the mandatory and default conditions to be supplemented
- 9.3 This licensing authority is aware that in making decisions about premises licences it should aim to permit the use of premises for gambling in so far as it thinks it is:
- in accordance with any relevant code of practice issued by the Gambling Commission.
  - in accordance with any relevant guidance issued by the Gambling Commission.
  - reasonably consistent with the licensing objectives; and
  - in accordance with the authority's statement of licensing policy.

This authority will not regard moral objections to gambling as a valid reason to reject applications for premises licences (except as regards any 'no casino resolution' - see section on Casinos below) and also acknowledges that unmet demand is not a criterion for a licensing authority to consider. Issues of nuisance and the likelihood of planning permission or building regulations are not issues that can be taken into account when considering an application for a premises licence.

- 9.4 Licence conditions are one method by which it is possible to mitigate risks associated with a particular premises. The imposition of licence conditions might be prompted by locality specific evidence-based risks. If additional conditions are to be imposed, they will be imposed following evidence presented that is considered sufficient to pose significant risk to the licensing objectives that is not already addressed by the mandatory and default conditions
- 9.5 Wherever possible and where there are justifiable concerns the licensing authority will have a proactive engagement with local operators to mitigate risks to the licensing objectives.

Such engagement could facilitate an open and constructive partnership which, in turn would aim to improve compliance and reduce regulatory costs.

- 9.6 The Gambling Commissions Licensing Conditions and Code of Practice (LCCP) document contains two types of code provisions:
- Social responsibility code provisions: compliance with these is a condition of licences
  - Ordinary code provisions: These do not have the status of operator licence conditions but set out good practice. Operators may adopt alternative approaches to those set out in ordinary code provisions if they have actively taken account of the ordinary code provisions and can demonstrate that an alternative approach is reasonable in the operator's particular circumstances; or that to take an alternative approach would be acting in a similar effective manner.
- 9.7 To improve the exchange of information between licensing authorities and operators, the Commission has introduced social responsibility code provisions that require operators of premises-based businesses to conduct local risk assessments (SR 10.1.1), and an ordinary code provision that says licensees should share their risk assessments with licensing authorities in certain circumstances (OC 10.1.2).
- 9.8 SR 10.1.1 which will come into force on 6<sup>th</sup> April 2016 applies to non-remote licensees who hold or are applying for premise licences. The provision requires licensees to assess and have policies, procedures and control measures to mitigate local risks to the licensing objectives, taking account of the licensing authority's statement of licensing policy. It goes on to require local risk assessments to be reviewed when there are significant changes in local circumstances or at the premises, or when applying for a new licence or a variation of a licence. The risk assessments should be carried out to identify specific risks to the licensing objectives in the local area and to assess whether control measures going beyond standard control measures are needed.
- 9.9 The licensing authority when considering an application in relation to the grant or variation of the premise licence will expect to see a risk assessment that has been carried out as per the above provision and will consider that risk assessment before making a decision.
- 9.10 **Definition of "premises"** – In the Act, premises is defined as including "any place". Section 152 therefore prevents more than one premises license applying to any place. But a single building could be subject to more than one premises licence, provided they are for different parts of the building and the different parts of the building can be reasonably regarded as being different premises. This approach has been taken to allow large, multiple unit premises such as a pleasure park, pier, track or shopping mall to obtain discrete premises licences, where appropriate safeguards are in place. However, licensing authorities should pay particular attention if there are issues about sub-divisions of a single building or plot and should ensure that mandatory conditions relating to access between premises are observed.

- 9.11 The Gambling Commission states in the latest edition of its Guidance to Licensing Authorities that: “In most cases the expectation is that a single building/plot will be the subject of an application for a licence, for example, 32 High Street. But that does not mean 32 High Street cannot be the subject of separate premises licences for the basement and ground floor, if they are configured acceptably. Whether different parts of a building can properly be regarded as being separate premises will depend on the circumstances. The location of the premises will clearly be an important consideration, and the suitability of the division is likely to be a matter for discussion between the operator and the licensing officer. However, the Commission does not consider that areas of a building that are artificially or temporarily separated, for example by ropes or moveable partitions, can properly be regarded as different premises.”
- 9.12 This licensing authority takes particular note of the Gambling Commission’s Guidance to Licensing Authorities which states that: “licensing authorities should take particular care in considering applications for multiple licences for a building and those related to a discrete part of a building used for other (non gambling) purposes. In particular they should be aware of the following:
- The third licensing objective seeks to protect children from being harmed by gambling. In practice that means not only preventing them from taking part in gambling but also preventing them from being in close proximity to gambling. Therefore, premises should be configured so that children are not invited to participate in, have accidental access to or closely observe gaming where they are prohibited from participating.
  - Entrances to and exits from parts of a building covered by one or more premises licences should be separate and identifiable so the separation of different premises is not compromised, and people do not ‘drift’ into a gambling area. In this context it should normally be possible to access the premises without going through another licensed premises or premises with a permit.
  - Customers should be able to participate in the activities named on the premises licence.

The Guidance also gives a list of factors which the licensing authority should be aware of, which may include:

- Do the premises have a separate registration for business rates
- Is the premises’ neighbouring premises owned by the same person or someone else?
- Can each of the premises be accessed from the street or a public passageway?
- Can the premises only be accessed from another gambling premises?

This authority will consider these and other relevant factors in making its decision, depending on all the circumstances of the case.

9.13 Licensing authorities are subject to some specific constraints in exercising their functions. s.153 of the Act provides that licensing authorities shall aim to permit the use of premises for gambling in so far as the application is in accordance with the principles set out in s.153(a) to (d).

- (a) in accordance with any code of practice under section 24,
- (b) in accordance with any relevant guidance issued by the Commission under section 25
- (c) reasonably consistent with the licensing objectives (subject to paragraphs (a) and (b), and
- (d) in accordance with the statement published by the authority under section 349 (subject to paragraphs (a) to (c)).

Therefore, a licensing authority has no discretion to grant a premises licence where that would mean taking a course which it did not think accorded with the Commissions Guidance, any relevant Commission code of practice, the licensing objectives or the licensing authority's own policy statement.

In addition, the Act makes specific reference to factors that must **not** be considered by a licensing authority in exercising its functions under s.153:

- the expected demand for facilities (s.153) (2)
- whether the application is to be permitted in accordance with law relating to planning or building (s.153) (1).

9.14 **The Gambling Commission's relevant access provisions for each premises type are reproduced below:**

#### **Casinos**

- The principal access entrance to the premises must be from a street (as defined at 7.23 of the Guidance).
- No entrance to a casino must be from premises that are used wholly or mainly by children and/or young persons.
- No person must be able to enter a casino directly from any other premises which holds a gambling premises licence.

#### **Adult Gaming Centre**

- No customer must be able to access the premises directly from any other licensed gambling premises.



## Tracks

- No customer should be able to access the premises directly from:
  - a casino
  - an adult gaming centre

## Bingo Premises

- No customer must be able to access the premises directly from:
  - a casino
  - an adult gaming centre
  - a betting premises, other than a track

## Family Entertainment Centre

- No customer must be able to access the premises directly from:
  - a casino
  - an adult gaming centre
  - a betting premises, other than a track

Part 7 of the Gambling Commission's Guidance to Licensing Authorities contains further guidance on this issue, which this authority will also consider in its decision-making.

- 9.15 **Premises “ready for gambling”** – The Guidance states that a licence to use premises for gambling should only be issued in relation to premises that the licensing authority are satisfied will be ready to be used for gambling in the reasonably near future, considering the scale of the building works or alteration required before the premises are brought into use.
- 9.16 If the construction of a premises is not yet complete, or if they need alteration, or if the applicant does not yet have a right to occupy them, then an application for a provisional statement should be made instead.
- 9.17 In deciding whether a premises licence can be granted where there is outstanding construction or alteration works at a premises, this authority will determine applications on their merits, applying a two-stage consideration process: -
- First, whether the premises ought to be permitted to be used for gambling
  - Second, whether appropriate conditions can be put in place to cater for the situation that the premises are not yet in the state in which they ought to be before gambling takes place.
- 9.18 Applicants should note that this authority is entitled to decide that it is appropriate to grant a licence subject to conditions, but it is not obliged to grant such a licence.
- 9.19 **Location** - This licensing authority is aware that demand issues cannot be considered with regard to the location of premises but that considerations in terms of the licensing objectives are relevant to its decision-making. As per the Gambling Commission's Guidance to

Licensing Authorities, this authority will pay particular attention to the protection of children and vulnerable persons from being harmed or exploited by gambling, as well as issues of crime and disorder. Should any specific policy be decided upon as regards areas where gambling premises should not be located, this statement will be updated. It should be noted that any such policy does not preclude any application being made and each application will be decided on its merits, with the onus upon the applicant showing how potential concerns can be overcome.

9.20 **Planning** – The Gambling Commission Guidance to Local Authorities states:

7.59 – In determining applications, the licensing authority has a duty to take into consideration all relevant matters and not to take into consideration irrelevant matters, i.e. those not related to gambling and the licensing objectives. One example of an irrelevant matter would be the likelihood of the applicant obtaining planning permission or building regulations approval for their proposal.

This authority will not consider irrelevant matters as per the above guidance. In addition, this authority notes the following excerpt from the guidance:

7.66 – When dealing with a premises licence application for finished buildings, the licensing authority should not consider whether those buildings have or comply with the necessary planning or building consents. Those matters should be dealt with under relevant planning control and building regulation powers and not form part of the consideration for the premises licence. Section 210 of the Act prevents licensing authorities taking into account the likelihood of the proposal by the applicant obtaining planning or building consent when considering a premises licence application. Equally the grant of a gambling premises licence does not prejudice any action that may be appropriate under law relating to planning or building.

9.21 **Duplication with other regulatory regimes** - This licensing authority will seek to avoid any duplication with other statutory/regulatory systems where possible, including planning. This authority will not consider whether a licence application is likely to be awarded planning permission or building regulations approval, in its consideration of it. It will though, listen to, and consider carefully, any concerns about conditions which are not able to be met by licensees due to planning restrictions, should such a situation arise.

When dealing with a premises licence application for finished buildings, this authority will not take into account whether those buildings have to comply with the necessary planning or building consents. Fire or health and safety risks will not be considered, as these matters are dealt with under relevant planning control, buildings and other regulations and must not form part of the consideration for the premises licence.

## Licensing Objectives

- 9.22 Premises licences granted must be reasonably consistent with the licensing objectives. With regard to these objectives, this licensing authority has considered the Gambling Commission's Guidance to local authorities and some comments are made below.
- 9.23 **Preventing gambling from being a source of crime or disorder, being associated with crime or disorder or being used to support crime** - This licensing authority is aware that the Gambling Commission will be taking a leading role in preventing gambling from being a source of crime. The Gambling Commission's Guidance does however envisage that licensing authorities should pay attention to the proposed location of gambling premises in terms of this licensing objective. Thus, if an area should have known high levels of organised crime this authority will consider carefully whether gambling premises are suitable to be located there and whether conditions may be suitable such as the provision of door supervisors. This licensing authority is aware of the distinction between disorder and nuisance and will consider factors such as whether police assistance was required and how threatening the behaviour was to those who could see it, so as to make that distinction. Issues of nuisance cannot be addressed via the Gambling Act provisions.
- 9.24 **Ensuring that gambling is conducted in a fair and open way** - This licensing authority has noted that the Gambling Commission states that it generally does not expect licensing authorities to become concerned with ensuring that gambling is conducted in a fair and open way as this will be addressed via operating and personal licences issued by the Gambling Commission. There is, however, more of a role with regard to tracks which is explained in more detail in the 'tracks' section below at Paragraph 15.
- 9.25 **Protecting children and other vulnerable persons from being harmed or exploited by gambling** - This objective means preventing children from taking part in gambling (as well as restriction of advertising so that gambling products are not aimed at or are, particularly attractive to children). The licensing authority will therefore consider, whether specific measures are required at particular premises, with regard to this licensing objective. Appropriate measures may include supervision of entrances/ machines, segregation of areas etc.
- This licensing authority is also aware of the Gambling Commission Codes of Practice as regards this licensing objective, in relation to specific premises.
- 9.26 As regards the term "vulnerable persons" it is noted that the Gambling Commission does not seek to offer a definition but states that "it will for regulatory purposes assume that this group includes people who gamble more than they want to; people who are gambling beyond their means; and people who may not be able to make informed or balanced decisions about gambling due to a mental impairment, learning disabilities, alcohol or drugs. This licensing authority will consider this licensing objective on a case-by-case basis.

## Conditions

9.27 Any conditions attached to licences will be proportionate and will be:

- relevant to the need to make the proposed building suitable as a gambling facility.
- directly related to the premises and the type of licence applied for.
- fairly and reasonably related to the scale and type of premises; and
- reasonable in all other respects.

9.28 Decisions upon individual conditions will be made on a case-by-case basis, although there will be a number of measures this licensing authority will consider utilising should there be a perceived need, such as the use of door supervisors, appropriate signage for adult only areas etc. There are specific comments made in this regard under some of the licence types below. This licensing authority will also expect the licence applicant to offer his/her own suggestions as to the way in which the licensing objectives can be met effectively.

9.29 This licensing authority will also consider specific measures which may be required for buildings which are subject to multiple premises licences. Such measures may include the supervision of entrances; segregation of gambling from non-gambling areas frequented by children; and the supervision of gaming machines in non-adult gambling specific premises in order to pursue the licensing objectives. These matters are in accordance with the Gambling Commission's Guidance.

9.30 This authority will also ensure that where category C (for information about the different categories of machine, please see appendix 3) or above machines are on offer in premises to which children are admitted:

- all such machines are located in an area of the premises which is separated from the remainder of the premises by a physical barrier which is effective to prevent access other than through a designated entrance.
- only adults are admitted to the area where these machines are located.
- access to the area where the machines are located is supervised.
- the area where these machines are located is arranged so that it can be observed by the staff or the licence holder; and
- at the entrance to and inside any such areas there are prominently displayed notices indicating that access to the area is prohibited to persons under 18.

These considerations will apply to premises including buildings where multiple premises licences are applicable.

- 9.31 This licensing authority is aware that tracks may be subject to one or more than one premises licence, provided each licence relates to a specified area of the track. As per the Gambling Commission's Guidance this licensing authority will consider the impact upon the objective to protect children and other vulnerable persons from being harmed or exploited by gambling and the need to ensure that entrances to each type of premises are distinct and that children are excluded from gambling areas where they are not permitted to enter.
- 9.32 It is noted that there are conditions which the licensing authority cannot attach to premises licences which are:
- any condition on the premises licence which makes it impossible to comply with an operating licence condition.
  - conditions relating to gaming machine categories, numbers, or method of operation.
  - conditions which provide that membership of a club or body be required (the Gambling Act 2005 specifically removes the membership requirement for casino and bingo clubs and this provision prevents it being reinstated; and
  - conditions in relation to stakes, fees, winning or prizes.
- 9.33 **Door Supervisors** – The Gambling Commission advises in its Guidance to Licensing Authorities that if a licensing authority is concerned that a premises may attract disorder or be subject to attempts at unauthorised access (for example by children and young persons) then it may require that the entrances to the premises are controlled by a door supervisor, and is entitled to impose a premises licence condition to this effect.
- 9.34 Where it is decided that supervision of entrances/machines is appropriate for particular cases, a consideration of whether these need to be SIA licensed or not will be necessary. It will not be automatically assumed that they need to be licensed, as the statutory requirements for different premises vary (as per Guidance, Part 33).
- 9.35 It should be noted that the above paragraphs relate to door supervisors only in relation to premises licences granted under the Gambling Act 2005. Where a premises licence has also been granted under the Licensing Act 2003 in relation to the same premises, there may also be conditions on that licence which relate to door supervisors. The premises licence holder should ensure compliance with those conditions.

## 10.0 Adult Gaming Centres (AGC)

- 10.1 This licensing authority will specifically have regard to the need to protect children and vulnerable persons from harm or being exploited by gambling and will expect the applicant to satisfy the authority that there will be sufficient measures to, for example, ensure that under 18-year-olds do not have access to the premises.

- 10.2 This licensing authority will expect applicants to offer their own measures to meet the licensing objectives however appropriate measures/licence conditions may cover issues such as:
- Staff awareness training
  - Proof of age schemes
  - CCTV – this should be of sufficient quality that it will be of use in evidence and camera locations chosen to give maximum coverage
  - Supervision of entrances/machine areas
  - Physical separation of areas
  - Location of entry
  - Notices/signage
  - Specific opening hours
  - Self-exclusion schemes – these are schemes whereby individuals who acknowledge they have a gambling problem ask to be barred from certain premises.
  - Provision of information leaflets/helpline numbers for organisations such as GamCare.
- 10.3 This list is not mandatory, nor exhaustive, and is merely indicative of example measures which applicants can consider implementing however the Licensing Authority would expect the applicant to give due consideration to the examples above as part of their application.
- 10.4 Section 172(1) of the Act, as amended, provides that the holder of an AGC premises licence may make available for use a number of category B gaming machines not exceeding 20% of the total number of gaming machines which are available for use on the premises and any number of category C or D machines. For example, a premises with a total of 30 gaming machines available for use can make six or fewer category B3 gaming machines available on those premises.
- 10.5 Premises subject to a licence granted before 13 July 2011 are entitled to make available four category B3/B4 gaming machines, or 20% of the total number of gaming machines, whichever is the greater. AGC premises licences granted on or after 13 July 2011 are entitled to 20% of the total number of gaming machines only. Regulations specify that the category B machines should be restricted to subcategory B3 and B4 machines, but not B3A machines (S1 2158 The Categories of Gaming Machine Regulations 2007).

Gaming machine provisions by premises are set out at Appendix 3.

## **11.0 (Licensed) Family Entertainment Centres**

11.1 This licensing authority will specifically have regard to the need to protect children and vulnerable persons from harm or being exploited by gambling and will expect the applicant to satisfy the authority, for example, that there will be sufficient measures to ensure that under 18-year-olds do not have access to the adult only gaming machine areas.

11.2 This licensing authority will expect applicants to offer their own measures to meet the licensing objectives however appropriate measures/licence conditions may cover issues such as:

- Staff awareness training
- Proof of age schemes
- CCTV – this should be of sufficient quality that it will be of use in evidence and camera locations chosen to give maximum coverage
- Supervision of entrances/machine areas
- Physical separation of areas
- Location of entry
- Notices/signage
- Specific opening hours
- Self-exclusion schemes– these are schemes whereby individuals who acknowledge they have a gambling problem ask to be barred from certain premises
- Provision of information leaflets/helpline numbers for organisations such as GamCare.
- Measures/training for staff on how to deal with suspected truant school children on the premises

11.3 This list is not mandatory, nor exhaustive, and is merely indicative of example measures which applicants can consider implementing. Same comment as above

11.4 This licensing authority will refer to the Gambling Commission's website to see any conditions that apply to operating licences covering the way in which the area containing the category C machines should be delineated. It will normally impose conditions on granting licences which accord with the above. This licensing authority will also make itself aware of and impose any mandatory or default conditions on these premises' licences.

## 12.0 Casinos

- 12.1 *No Casinos resolution* - This licensing authority has not passed a 'no casino' resolution under Section 166 of the Gambling Act 2005 but is aware that it has the power to do so. Should this licensing authority decide in the future to pass such a resolution, it will update this policy statement with details of that resolution. Any such decision will be made by the Full Council.
- 12.2 *Casinos and competitive bidding* - This licensing authority is aware that where a licensing authority area is enabled to grant a premises licence for a new style casino (ie the Secretary of State has made such regulations under Section 175 of the Gambling Act 2005) there are likely to be a number of operators who will want to run the casino. In such situations the local authority will run a 'competition' under Schedule 9 of the Gambling Act 2005. Should the Secretary of State's approval be given for this licensing authority to grant a premises licence for a casino, the authority would run such a competition in line with the Gambling (Inviting Competing Applications for Large and Small Casino Premises Licences) Regulations 2008, as well as following the procedure set out in Part 17 of the Guidance.
- 12.3 *Licence considerations/conditions* – This licensing authority will attach conditions to casino premises licences according to the principles set out in the Gambling Commission's Guidance at paragraph 9, bearing in mind the mandatory conditions listed in paragraph 17 of the Guidance, and the Licence Conditions and Codes of Practice published by the Gambling Commission.
- 12.4 *Betting machines* - This licensing authority will, as per the Gambling Commission's Guidance, take into account the size of the premises, the number of counter positions available for person-to-person transactions, and the ability of staff to monitor the use of the machines by children and young persons (it is an offence for those under 18 to bet) or by vulnerable people, when considering the number/nature/circumstances of betting machines an operator wants to offer.

## 13. Bingo Premises

This licensing authority notes that the Gambling Commission's Guidance states:

- 13.1 Licensing Authorities will need to satisfy themselves that bingo can be played in any bingo premises for which they issue a premises licence. This will be a relevant consideration where the operator of an existing bingo premises applies to vary their licence to exclude an area of the existing premises from its ambit and then applies for a new premises licence, or multiple licences, for that or those excluded premises.
- 13.2 Section 172(7), as amended, provides that the holder of a bingo premises licence may make available for use a number of category B gaming machines not exceeding 20% of the total



number of gaming machines on the premise. For example, a premises with a total of 25 gaming machines available for use can make five or fewer category B3 gaming machines available on that premises.

Premises that were licensed before 13 July 2011 are entitled to make available eight category B gaming machines, or 20% of the total number of gaming machines, whichever is the greater. There are no restrictions on the number of category C or D machines that can be made available. Regulations state that category B machines at bingo premises are restricted to sub-category B346 (but not B3A) and B4 machines.

- 13.3 Equipment operated by a bingo operating licence for the purpose of playing bingo, for example what are currently known as mechanised cash bingo, electronic bingo terminal (EBTs) and video bingo terminals (VBTs), will be exempt from controls on gaming machines provided they comply with any conditions set by the Commission and, in the case of EBTs, do not hold gaming machine content.
- 13.4 This authority also notes the Guidance at para. 18.8 regarding the unusual circumstances in which the splitting of pre-existing premises into two adjacent premises might be permitted, and in particular that it is not permissible to locate all gaming machines to which each of the licences brings an entitlement within one of the licensed premises (with none in the other one), as the gaming machine entitlement for that premises would be exceeded.

An EBT that offers gaming machine content in addition to bingo content is considered to be a gaming machine and would count towards the total number of gaming machines or towards the offering of bingo. Any EBTs that do not offer gaming machine content would not count towards the number of gaming machines.

- 13.5 Children and young people are allowed into bingo premises; however, they are not permitted to participate in bingo and if category B or C machines are made available for use these must be separated from areas where children and young people are allowed.
- 13.6 Amusement arcades providing prize bingo will require a prize gaming permit from the Council.

### **Members' Clubs and Commercial Clubs**

- 13.7 Bingo may be provided at clubs and institutes either in accordance with a permit or providing that the limits in Section 275 of the Act are complied with. These restrictions limit the aggregate stake or prizes within any seven days of £2,000 and require the Commission to be notified as soon as is reasonably practicable if that limit is breached. Stakes or prizes above that limit will require a bingo operators' licence and the corresponding personal and premises licences.

## **14.0 Betting Premises**

- 14.1 Anyone wishing to operate a betting office will require a betting premises licence from the Council. Children and young persons will not be able to enter premises with a betting premises licence.
- 14.2 Betting premises will be able to provide a limited number of gaming machines and some betting machines.
- 14.3 *Betting machines* - This licensing authority will, as per the Gambling Commission's Guidance, take into account the size of the premises, the number of counter positions available for person-to-person transactions, and the ability of staff to monitor the use of the machines by children and young persons (it is an offence for those under 18 to bet) or by vulnerable people, when considering the number/nature/circumstances of betting machines an operator wants to offer.
- 14.4 Social Responsibility Code Provision 3.5.6 requires that all non-remote casino and bingo and betting licences (except those at a track) and holders of gaming machine general operating licences for adult gaming centres must offer self-exclusion schemes to customers requesting such a facility. There is also an Ordinary Code provision at 3.5.7.

## **15.0 Tracks**

- 15.1 Only one premises licence can be issued for any particular premises at any time unless the premises is a 'track'. A track is a site where races or other sporting events take place.
- 15.2 Track operators are not required to hold an 'operators' licence' granted by the Gambling Commission. Therefore, premises licences for tracks, issued by the Council are likely to contain requirements for premises licence holders about their responsibilities in relation to the proper conduct of betting. Indeed, track operators will have an important role to play, for example in ensuring that betting areas are properly administered and supervised.
- 15.3 Although there will, primarily be a betting premises licence for the track there may be a number of subsidiary licences authorising other gambling activities to take place. Unlike betting offices, a betting premises licence in respect of a track does not give an automatic entitlement to use gaming machines.
- 15.4 This licensing authority is aware that tracks may be subject to one or more than one premises licence, provided each licence relates to a specified area of the track. As per the Gambling Commission's Guidance, this licensing authority will especially consider the impact upon the third licensing objective (ie the protection of children and vulnerable persons from being harmed or exploited by gambling) and the need to ensure that entrances

to each type of premises are distinct and that children are excluded from gambling areas where they are not permitted to enter.

- 15.5 This authority will therefore expect the premises licence applicant to demonstrate suitable measures to ensure that children do not have access to adult only gaming facilities. It is noted that children and young persons will be permitted to enter track areas where facilities for betting are provided on days when dog-racing and/or horse racing takes place, but that they are still prevented from entering areas where gaming machines (other than category D machines) are provided.

It is expressly prohibited in the Gambling Act 2005 to employ children and young people to work on tracks.

- 15.6 This licensing authority will expect applicants to offer their own measures to meet the licensing objectives, however appropriate measures/licence conditions may cover issues such as:
- Proof of age schemes
  - CCTV– this should be of sufficient quality that it will be of use in evidence and camera locations chosen to give maximum coverage
  - Supervision of entrances/machine areas
  - Physical separation of areas
  - Location of entry
  - Notices/signage
  - Specific opening hours
  - Self-exclusion schemes– these are schemes whereby individuals who acknowledge they have a gambling problem ask to be barred from certain premises.
  - Provision of information leaflets/helpline numbers for organisations such as GamCare
- 15.7 This list is not mandatory, nor exhaustive, and is merely indicative of example measures which applicants can consider implementing.
- 15.8 *Gaming machines* - Where the applicant holds a pool betting operating licence and is going to use the entitlement to four gaming machines, machines (other than category D machines) should be located in areas from which children are excluded.

- 15.9 *Betting machines* - Licensing authorities have a power under the Gambling Act 2005 to restrict the number of betting machines, their nature and the circumstances in which they are made available, by attaching a licence condition to a betting premises licence.

Similar considerations apply in relation to tracks, where the potential space for such machines may be considerable, bringing with it significant problems in relation to the proliferation of such machines, the ability of track staff to supervise them if they are scattered around the track and the ability of the track operator to comply with the law and prevent children betting on the machines.

This licensing authority will, as per Part 6 of the Gambling Commission's Guidance, take into account the size of the premises and the ability of staff to monitor the use of the machines by children and young persons (it is an offence for those under 18 to bet) or by vulnerable people, when considering the number/nature/circumstances of betting machines an operator wants to offer.

- 15.10 *Condition on rules being displayed* - A condition will normally be attached to track premises licences requiring the track operator to ensure that the rules relating to tracks which are contained in the Act are prominently displayed in or near the betting areas, or that other measures are taken to ensure that they are made available to the public. For example, the rules could be printed in the racecard or made available in leaflet form from the track office.
- 15.11 *Applications and plans* – The Act (s51) require applicants to submit plans of the premises with their application, in order to ensure that the licensing authority has the necessary information to make an informed judgement about whether the premises are fit for gambling. The plan will also be used for the licensing authority to plan future premises inspection activity (See Guidance, para 20.28).
- 15.12 Plans for tracks do not need to be in a particular scale but should be drawn to scale and should be sufficiently detailed to include the information required by regulations (see Guidance, para 20.29).
- 15.13 Some tracks may be situated on agricultural land where the perimeter is not defined by virtue of an outer wall or fence, such as point-to-point racetracks. In such circumstances, where an entry fee is levied, track premises licence holders may erect temporary structures to restrict access to premises (See Guidance, para 20.31)
- 15.14 In the rare cases where the outer perimeter cannot be defined, it is likely that the track in question will not be specifically designed for the frequent holding of sporting events or races. In such cases betting facilities may be better provided through occasional use notices where the boundary premises do not need to be defined (See Guidance, para 20.32).
- 15.15 This authority appreciates it is sometimes difficult to define the precise location of betting areas on tracks. The precise location of where betting facilities are provided is not required

to be shown on the track plans, both by virtue of the fact that betting is permitted anywhere on the premises and because of the difficulties associated with pinpointing exact locations for some types of tracks. Applicants should provide sufficient information that this authority can satisfy itself that the [plan indicates the main areas where betting might take place. For racecourses in particular, any betting areas subject to the “five times rule” (commonly known as betting rings) must be indicated on the plan (See Guidance, para 20.33).

## **16.0 Travelling Fairs**

16.1 This licensing authority is responsible for deciding whether, where category D machines and/or equal chance prize gaming without a permit is to be made available for use at travelling fairs, the statutory requirement that the facilities for gambling amount to no more than an ancillary amusement at the fair is met.

16.2 The licensing authority will also consider whether the applicant falls within the statutory definition of a travelling fair:

For the purposes of this Act –

(a) “fair” means a fair consisting wholly or principally of the provision of amusements, and

(b) a fair held on a day in a calendar year is a “travelling fair” if provided-

- (i) wholly or principally by persons who travel from place to place for the purpose of providing fairs, and
- (ii) at a place no part of which has been used for the provision of a fair on more than 27 days in that calendar year.

16.3 It is noted that the 27-day statutory maximum for the land being used as a fair, is per calendar year, and that it applies to the piece of land on which the fairs are held, regardless of whether it is the same or different travelling fairs occupying the land. This licensing authority will work with its neighbouring authorities to ensure that land which crosses our boundaries is monitored so that the statutory limits are not exceeded.

## **17.0 Provisional Statements**

17.1 Developers may wish to apply to this authority for provisional statement before entering into a contract to buy or lease property or land to judge whether a development is worth taking forward in light of the need to obtain a premises licence. There is no need for the applicant to hold an operating licence in order to apply for a provisional statement.

17.2 S204 of the Act provides for a person to make application to the licensing authority for a provisional statement in respect of premises that he or she:

- Expects to be constructed.
- Expects to be altered; or
- Expects to acquire a right to occupy.

- 17.3 The process for considering an application for a provisional statement is the same as that for a premises licence application. The applicant is obliged to give notice of the application in the same way as applying for a premises licence. Responsible authorities and interested parties may make representations and there are rights of appeal.
- 17.4 In contrast to the premises licence application, the applicant does not have to hold or have applied for an operating licence from the Gambling Commission (except in the case of a track), and they do not have to have a right to occupy the premises in respect of which their provisional application is made.
- 17.5 The holder of a provisional statement may then apply for a premises licence once the premises are constructed, altered or acquired. The licensing authority will be constrained in the matters it can consider when determining the premises licence application, and in terms of representations about premises licence applications that follow the grant of a provisional statement, no further representations from responsible authorities or interested parties can be taken into account unless they:
- concern matters which could not have been raised by objectors at the provisional licence stage; or
  - reflect a change in the operator's circumstances.
- 17.6 In addition, the licensing authority may refuse the premises licence (or grant it on terms different to those attached to the provisional statement) only by reference to matters:
- Which could not have been raised by objectors at the provisional statement stage.
  - Which in the authority's opinion reflect a change in the operator's circumstances; or
  - Where the premises has not been constructed in accordance with the plan submitted with the application. This must be a substantial change to the plan and this licensing authority notes that it can discuss any concerns it has with the applicant before making a decision.

## **18.0 Reviews**

- 18.1 Requests for a review of a premises licence can be made by interested parties or responsible authorities; however, it is for the licensing authority to decide whether the review is to be carried out. This will be on the basis of whether the request for the review is relevant to the matters listed below:
- in accordance with any relevant code of practice issued by the Gambling Commission.
  - in accordance with any relevant guidance issued by the Gambling Commission.
  - reasonably consistent with the licensing objectives; and
  - in accordance with this authority's statement of licensing policy.
- 18.2 The request for a review will also be subject to the consideration by the licensing authority as to whether the request is frivolous, vexatious, or whether it will certainly not cause this

authority to wish to alter/revoke/suspend the licence, or whether it is substantially the same as previous representations or requests for review.

- 18.3 Once a valid application for a review has been received by the licensing authority, representations can be made by responsible authorities and interested parties during a 28-day period. This period begins 7 days after the application was received by the licensing authority, who will publish notice of the application within 7 days of receipt.
- 18.4 The licensing authority must carry out the review as soon as possible after the 28-day period for making representations has passed.
- 18.5 The purpose of the review will be to determine whether the licensing authority should take any action in relation to the licence. If action is justified, the options open to the licensing authority are:
- Add, remove or amend a licence condition imposed by the licensing authority.
  - Exclude a default condition imposed by the Secretary of State (e.g. opening hours) or remove or amend such an exclusion.
  - Suspend the premises licence for a period not exceeding three months; and
  - Revoke the premises licence.
- 18.6 In determining what action, if any, should be taken following a review, the licensing authority must have regard to the principles set out in s153 of the Act, as well as any relevant representations.
- 18.7 In particular, the licensing authority may also initiate a review of the premises licence on the grounds that a premises licence holder has not provided facilities for gambling at the premises. This is to prevent people from applying for licences in a speculative manner without intending to use them.
- 18.8 Once the review has been completed, the licensing authority must, as soon as possible, notify its decision to:
- The licence holder.
  - The applicant for review (if any).
  - The Gambling Commission.
  - Any person who made representations.
  - The chief officer of police or Chief Constable.
  - Her Majesty's Commissioners for Revenues and Customs.

## Part C

# Permits/Temporary & Occasional Use Notice

### 19.0 Unlicensed Family Entertainment Centre Gaming Machine Permits (Statement of Principles on Permits - Schedule 10 paragraph 7)

- 19.1 Where a premises does not hold a premises licence but wishes to provide gaming machines, it may apply to the licensing authority for this permit. It should be noted that the applicant must show that the premises will be wholly or mainly used for making gaming machines available for use (s238 of the Act).
- 19.2 The Act states that a licensing authority may prepare a *statement of principles* that they propose to consider in determining the suitability of an applicant for a permit and in preparing this statement, and/or considering applications, it need not (but may) have regard to the licensing objectives and shall have regard to any relevant guidance issued by the Commission under section 25. The Gambling Commission's Guidance also states, "In their three-year licensing policy statement, licensing authorities may include a statement of principles that they propose to apply when exercising their functions in considering applications for permits ....., licensing authorities will want to give weight to child protection issues" (para, 24.6).
- 19.3 Guidance also states: "... An application for a permit may be granted only if the licensing authority is satisfied that the premises will be used as an unlicensed Family Entertainment Centre (FEC), and if the chief officer of police has been consulted on the application.... Licensing authorities might wish to consider asking applications to demonstrate:
- a full understanding of the maximum stakes and prizes of the gambling that is permissible in unlicensed FECs;
  - that the applicant has no relevant convictions (those that are set out in Schedule 7 of the Act; and
  - that staff are trained to have a full understanding of the maximum stakes and prizes. (para. 24.7)
- 19.4 It should be noted that a licensing authority cannot attach conditions to this type of permit.



- 19.5 This licensing authority will expect the applicant to show that there are policies and procedures in place to protect children from harm. Harm in this context is not limited to harm from gambling but includes wider child protection considerations. The efficiency of such policies and procedures will each be considered on their merits; however, they may include appropriate measures/training for staff as regards suspected truant school children on the premises, measures/training covering how staff would deal with unsupervised very young children being on the premises, or children causing perceived problems on/around the premises.
- 19.6 This licensing authority will also expect, as per Gambling Commission Guidance, that applicants demonstrate a full understanding of the maximum stakes and prizes of the gambling that is permissible in unlicensed FECs; that the applicant has no relevant convictions (Sched. 7 of the Act) and that staff are trained to have a full understanding of the maximum stakes and prizes.

## **20.0 (Alcohol) Licensed Premises Gaming Machine Permits - (Schedule 13 paragraph 4(1))**

- 20.1 *Automatic entitlement: up to 2 machines* - There is provision in the Act for premises licensed to sell alcohol for consumption on the premises, to automatically have 2 gaming machines of categories C and/or D. The operator of the premises merely needs to notify the licensing authority and pay the prescribed fee. The licensing authority can remove the automatic authorisation in respect of any particular premises if:
- provision of the machines is not reasonably consistent with the pursuit of the licensing objectives.
  - gaming has taken place on the premises that breaches a condition of section 282 of the Gambling Act (ie that written notice has been provided to the licensing authority, that a fee has been provided and that any relevant code of practice issued by the Gambling Commission about the location and operation of the machine has been complied with).
  - the premises are mainly used for gaming; or
  - an offence under the Gambling Act has been committed on the premises.
- 20.2 *Permit: 3 or more machines* - If the operator of alcohol licensed premises wishes to have more than 2 machines, then an application must be made for a permit and the licensing authority must consider that application based upon the licensing objectives, any guidance issued by the Gambling Commission issued under Section 25 of the Gambling Act 2005, and “*such matters as they think relevant.*”
- 20.3 This licensing authority considers that “*such matters*” will be decided on a case-by-case basis but generally there will be regard to the need to protect children and vulnerable persons from harm or being exploited by gambling and will expect the applicant to satisfy

the authority that there will be sufficient measures to ensure that under 18 year olds do not have access to the adult only gaming machines. Measures which will satisfy the authority that there will be no access may include the adult machines being in sight of the bar, or in the sight of staff who will monitor that the machines are not being used by those under 18. Notices and signage may also be a help. As regards the protection of vulnerable persons, applicants may wish to consider the provision of information leaflets/helpline numbers for organisations such as GamCare.

- 20.4 This licensing authority recognises that some operators of alcohol licensed premises may apply for a premises licence for their non-alcohol licensed areas. Any such application would most likely need to be applied for and dealt with as an Adult Gaming Centre premises licence.
- 20.5 The licensing authority may decide to grant the application with a smaller number of machines and/or a different category of machines than that applied for. Conditions (other than these) cannot be attached.
- 20.6 The holder of a permit must comply with any Code of Practice issued by the Gambling Commission about the location and operation of the machine.

#### **21.0 Prize Gaming Permits - (Principles on Permits - Schedule 14 paragraph 8 (3))**

- 21.1 The Gambling Act 2005 states that a licensing authority may “prepare a statement of principles that they propose to apply in exercising their functions under this Schedule” which “may, in particular, specify matters that the licensing authority proposes to consider in determining the suitability of the applicant for a permit”.
- 21.2 This licensing authority has prepared a statement of principles which is that the applicant should set out the types of gaming that he or she is intending to offer, and that the applicant should demonstrate:
- That they understand the limits to stakes and prizes that are set out in Regulations.
  - That the gaming offered is within the law.
  - Clear policies that outline the steps to be taken to protect children from harm.
- 21.3 Prize gaming may be provided in bingo premises as a consequence of their bingo operating licence. Any type of prize gaming may be provided in adult gaming centres and licensed family entertainment centres. Unlicensed family entertainment centres may offer equal chance prize gaming under a gaming machine permit. Prize gaming without a permit may be provided by travelling fairs, providing that none of the gambling facilities at the fair amount to more than an ancillary amusement. Children and young people may participate in equal chance gaming only.

21.4 In making its decision on an application for this permit the licensing authority does not need to have regard to the licensing objectives but must have regard to any Gambling Commission guidance (Sched. 14 para. 8(3) of the Act).

21.5 It should be noted that there are conditions in the Gambling Act 2005 by which the permit holder must comply, but that the licensing authority cannot attach conditions. The conditions in the Act are:

- the limits on participation fees, as set out in regulations, must be complied with.
- all chances to participate in the gaming must be allocated on the premises on which the gaming is taking place and on one day; the game must be played and completed on the day the chances are allocated; and the result of the game must be made public in the premises on the day that it is played.
- the prize for which the game is played must not exceed the amount set out in regulations (if a money prize), or the prescribed value (if non-monetary prize); and
- participation in the gaming must not entitle the player to take part in any other gambling.

## **22.0 Club Gaming and Club Machines Permits (Principles on Permits - Schedule 12)**

22.1 Members Clubs and Miners' Welfare Institutes (but not Commercial Clubs) may apply for a Club Gaming Permit or a Clubs Gaming Machines Permit. The Club Gaming Permit will enable the premises to provide gaming machines (3 machines of categories B, C or D), equal chance gaming and games of chance. A Club Gaming Machine Permit will enable the premises to provide gaming machines (up to 3 machines of categories B, C or D).

22.2 Gambling Commission Guidance states: "Members clubs must have at least 25 members and be established and conducted "wholly or mainly" for purposes other than gaming, unless the gaming is permitted by separate regulations. The Secretary of State has made regulations and these cover bridge and whist, which replicates the position under the Gaming Act 1968. A members' club must be permanent in nature, not established to make commercial profit, and controlled by its members equally. Examples include working men's clubs, branches of Royal British Legion and clubs with political affiliations".

22.3 The Guidance also states that licensing authorities may only refuse an application on the grounds that:

- the applicant does not fulfil the requirements for a members' or commercial club or miners' welfare institute and therefore is not entitled to receive the type of permit for which it has applied.
- the applicant's premises are used wholly or mainly by children and/or young persons.

- an offence under the Act or a breach of a permit has been committed by the applicant while providing gaming facilities.
- a permit held by the applicant has been cancelled in the previous ten years; or
- an objection has been lodged by the Gambling Commission or the police.

22.4 There is also a 'fast-track' procedure available under the Act for premises which hold a Club Premises Certificate under the Licensing Act 2003 (Sched. 12 paragraph 10). As the Gambling Commission's Guidance for local authority's states: "Under the fast-track procedure there is no opportunity for objections to be made by the Commission or the police, and the grounds upon which an authority can refuse a permit are reduced." and "The grounds on which an application under the process may be refused are:

- a) that the club is established primarily for gaming, other than gaming prescribed under schedule 12.
- b) that in addition to the prescribed gaming, the applicant provides facilities for other gaming; or
- c) that a club gaming permit or club machine permit issued to the applicant in the last ten years has been cancelled".

22.5 There are statutory conditions on club gaming permits that no child uses a category B or C machine on the premises and that the holder complies with any relevant provision of a code of practice about the location and operation of gaming machines.

### **23.0 Temporary Use Notices (Principles on Permits - Schedule 12)**

23.1 Temporary Use Notices allow the use of premises for gambling where there is no premises licence but where a gambling operator wishes to use the premises temporarily for providing facilities for gambling. Premises that might be suitable for a Temporary Event Notice, according to the Gambling Commission, would include hotels, conference centres and sporting venues.

23.2 The licensing authority can only grant a Temporary Use Notice to a person or company holding a relevant operating licence, i.e. a non remote casino operating licence.

23.3 The Secretary of State has power to determine what form of gambling can be authorised by Temporary Use Notices, and at the time of writing this statement the relevant regulations (The Gambling Act (Temporary Use Notices) Regulations 2007) state that temporary Use Notices can only be used to permit the provision of facilities or equal chance gaming, where the gaming is intended to produce a single winner, which in practice means poker tournaments. (is this still valid?)

- 23.4 There are a number of statutory limits as regards Temporary Use Notices. The meaning of "premises" in Part 8 of the Act is discussed in Part 7 of the Guidance. As with "premises", the definition of "a set of premises" will be a question of fact in the particular circumstances of each notice that is given. In the Act "premises" is defined as including "any place". In considering whether a place falls within the definition of "a set of premises", licensing authorities will need to look at, amongst other things, the ownership/occupation and control of the premises.
- 23.5 This licensing authority will normally object to notices where it appears that their effect would be to permit regular gambling in a place that could be described as one set of premises, as recommended in the Guidance.

#### **24.0 Occasional Use Notices**

- 24.1 The licensing authority has very little discretion as regards these notices aside from ensuring that the statutory limit of eight days in a calendar year is not exceeded. This licensing authority will though consider the definition of a 'track' and whether the applicant is permitted to avail him/herself of the notice.

## Part D

# Licence Conditions and Codes of Practice (LCCP)

**25.0** The Gambling Commission released an LCCP in February 2015 with a commencement date of May 2015. The code strengthened the social responsibility code (SR) requirements. Details regarding the LCCP and SR code can be accessed via the Gambling Commission website at [www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk).

The code requires operators.

- To supervise customers effectively on gambling premises and identify customers who are at risk of gambling related harm.
- To have in place schemes to allow customers to self-exclude themselves from all operators of a similar type in the area where they live and work.
- To have a range of measures with regard to marketing to ensure social responsibility that are transparent and not misleading; and
- To produce a risk assessment on individual premises and have policies and procedures and control measures in place to mitigate local risks to the licensing objectives.

### 25.1 Risk Assessments

Such risk assessments are required from new applicants, and from existing premises licensees seeking to vary a licence and are to be presented to the licensing authority upon application. The code requires all operators of; Casino's, AGC's, Bingo Premises, FEC's, Betting shops and remote betting intermediaries to assess local risks to the licensing objectives, and to have policies, procedures and control measures in place to mitigate those risks.

**25.2** Operators are required by the SR code to make the risk assessment available to licensing authorities when an application is submitted either for new premises licence or variation of a premises licence, or otherwise on request, and this will form part of the council's inspection regime and may be requested when officers are investigating complaints.

**25.3** The code requires the Council to set out matters they expect the operator to take account of in the risk assessment in its statement of policy and this council expects the following matters to be considered by operators when making their risk assessment.

- Information held by the licensee regarding self-exclusions and incidences of underage gambling.
- Gaming trends that may reflect benefit payments.

- Arrangement for localised exchange of information regarding self-exclusions and gaming trends.
- Urban setting such as proximity to schools, commercial environment, factors affecting footfall.
- Range of facilities in proximity to the licensed premises such as other gambling outlets, banks, post offices, refreshment and entertainment type facilities; and
- Known problems in the area such as problems arising from street drinkers, youths participating in anti-social behaviour, drug dealing activities, etc.

25.4 The council expects the following matters to be considered by operators when making their risk assessment.

Matters relating to children and young persons, including.

- Institutions, places or areas where presence of children and young persons should be expected such as schools, youth clubs, parks,
- playgrounds and entertainment venues such as bowling allies, cinemas etc.
- Any premises where children congregate including bus stops, cafés, shops, and any other place where children are attracted.
- Areas that are prone to issues of youths participating in anti-social behaviour, including such activities as graffiti/tagging, underage drinking, etc.; and
- Recorded incidents of attempted underage gambling.

Matters relating to vulnerable adults, including.

- Information held by the licensee regarding self-exclusions and incidence of underage gambling.
- Gaming trends that may mirror days for financial payments such as pay days or benefit payments.
- Arrangement for localised exchange of information regarding self-exclusions and gaming trends; and
- Proximity of premises which may be frequented by vulnerable people such as hospitals, residential care homes, medical facilities, doctor's surgeries, council housing offices, addiction clinics or help centres, places where alcohol or drug dependant people may congregate, etc.

Other issues that may be considered could include:

- Matters of faith, including all religious or faith denominations including proximity to churches, mosques, temples or any other place of worship.

25.5 This list is not exhaustive and other factors not in this list that are identified must be taken into consideration.

**26.0 Local Area Profile**

- 26.1 The Council has considered the local area profile and feels the main issues will be covered by the risk assessments required under the LCCP.



## **APPENDIX 1 – LIST OF CONSULTEES**

- All holders of gambling premises licences and permits issued by the Council
- All premises licensed under the Licensing Act 2003 where gaming machines are provided
- All members of Lancaster City Council
- All Parish councils within the Lancaster City Council area
- Lancashire Constabulary
- Lancashire Fire and Rescue Service
- Lancashire Safeguarding –Children
- Lancashire County Council – Trading Standards
- Lancashire County Council - Public Health
- Home Office - H M Revenues and Customs
- Lancaster City Council – Planning and Building Control
- The Gambling Commission
- British Beer and Pub Association
- British Institute of Inn-keeping
- Disability Rights Commission Helpline
- Equity Head Office
- Gamcare
- Gamblers Anonymous
- Money Advice Trust
- Step change Debt Charity

## APPENDIX 2 - USEFUL ADDRESSES

### CONTACT DETAILS FOR LICENSING AUTHORITY:

Licensing Manager  
Lancaster City Council  
Morecambe Town Hall  
Marine Road  
Morecambe LA4 4AF  
Tel: (01524) 582033  
Email: [licensing@lancaster.gov.uk](mailto:licensing@lancaster.gov.uk)

### CONTACT DETAILS OF OTHER RESPONSIBLE AUTHORITIES:

#### The Gambling Commission

Victoria Square House  
Victoria Square  
Birmingham B2 4BP  
Tel: (0121) 230 6500  
Fax: (0121) 230 6720  
E-mail: [info@gamblingcommission.gov.uk](mailto:info@gamblingcommission.gov.uk)

#### Police Authority

The Licensing Officer  
Lancaster Licensing Unit  
West Division  
Lancashire Constabulary  
Thurnham Street  
Lancaster LA1 1YB

#### Fire & Rescue Authority

Morecambe Community Fire Station  
Westgate  
Morecambe LA4 4TA

Lancashire County Council,  
Public Health Licensing  
Level 1  
CCP Building  
County Hall  
Preston,  
PR1 8XB

#### Directorate for Communities and Environment

Morecambe Town Hall  
Morecambe LA4 5AF

#### Regeneration and Planning

Head of Regeneration and Planning  
Town Hall  
Dalton Square  
Lancaster LA1 1PJ

#### Lancashire Safeguarding Children and Adults Board

Room B52  
County Hall  
Preston PR1 8RJ  
E-mail: [JPBU@lancashire.gov.uk](mailto:JPBU@lancashire.gov.uk)

#### H M Revenues and Customs

Boundary House  
Cheadle Point  
Cheadle  
Cheshire SK8 2JZ

## Other Useful Addresses

### **British Beer and Pub Association**

Groundfloor  
Brewer's Hall  
Aldermanbury Square  
London  
EC2V 7HR

Tel: 0207 627 9191  
Email: [contact@beerandpub.com](mailto:contact@beerandpub.com)  
Web: [www.beerandpub.com](http://www.beerandpub.com)

### **British Institute of Innkeeping**

Infor House  
1 Lakeside Road  
Farnborough  
GU14 6XP

Tel: 01276 684 449  
Email: [enquiries@bii.org](mailto:enquiries@bii.org)  
Web: [www.bii.org](http://www.bii.org)

### **Disability Rights Commission Helpline**

Freepost MID01264  
Stratford Upon Avon  
CV37 9BR

Tel: 08457 622 633  
Web: [www.drc.org.uk](http://www.drc.org.uk)

### **Equity Head Office**

Guild house  
Upper Martins Lane  
London  
WC2H 9EG

Tel: 0207 379 6000  
Email: [info@equity.org.uk](mailto:info@equity.org.uk)  
Web: [www.equity.org.uk](http://www.equity.org.uk)

### **Gamcare**

1<sup>st</sup> Floor  
CAN Mezzaine Old Street  
London N1 6AH

Tel: 020 7378 5200  
Helpline: 0808 8020 133  
Email: [info@gamcare.org.uk](mailto:info@gamcare.org.uk)  
Web: [gamcare.org.uk](http://gamcare.org.uk)

### **Gamblers Anonymous**

The Wellness Centre  
45 Montrose Avenue  
Intake, Doncaster  
DN2 6PL

[www.gamblersanonymous.org.uk](http://www.gamblersanonymous.org.uk)

### **Money Advice Trust**

21 Garlick Hill  
London EC4V 2AU

Tel: 020 7489 7796  
Web: [www.moneyadvicetrust.org/home.html](http://www.moneyadvicetrust.org/home.html)

### **Stepchange Debt Charity**

Wade House  
Merrion Centre  
Leeds LS2 8NG

Web: [www.stepchange.org](http://www.stepchange.org)  
Tel: 0800 138 1111

## APPENDIX 3 - CATEGORIES OF GAMING MACHINES

Category of Machine	Maximum Stake	Maximum Prize
A	Unlimited- No category A machines are currently permitted	Unlimited
B1	£5	£10,000*
B2	£2	£500
B3A	£2	£500
B3	£2	£500
B4	£2	£400
C	£1	£100
D – non-money prize (other than a crane grab machine)	30p	£8
D – non-money prize (crane grab machine)	£1	£50
D – (money prize)	10p	£5
D – combined money and non-money prize (other than a coin pusher or penny falls machine)	10p	£8 (of which no more than £5 may be a money prize)
D – combined money and non-money prize (coin pusher or penny falls machine)	20p	£20 (of which no more than £10 may be a money prize)

**\*With the option of a maximum £20,000 linked progressive jackpot on a premised basis**

	<b>Machine Category</b>						
Premises Type	A	B1	B2	B3	B4	C	D
Large casino (machine/table ration of 5-1 up to maximum)		Maximum of 150 machines Any combination of machines in categories B to D (except B3A machines), within the total limit of 150 (subject to machine/table ratio)					
Small casino (machine/table ration of 2-1 up to maximum)		Maximum of 80 machines Any combination of machines in categories B to D (except B3A machines), within the total limit of 80 (subject to machine/table ratio)					
Pre-2005 Act casinos) no machine/table ratio)		Maximum of 20 machines categories B to D (except B3A machines), or any number of C or D machines instead					
Betting premises and tracks occupied by Pool Betting			Maximum of 4 machines categories B2 to D				
Bingo Premises				Maximum of 8 machines or 20% of total machines in category B3 or B4		No limit on category C or D machines	
Adult gaming centres				Maximum of 4 machines in category B3 or B4 or 20% of total machines		No limit on category C or D machines	
Family entertainment centre (with premises licence)						No limit on category C or D machines	
Family entertainment centre (with permit)							No limit on category D machines
Clubs or miners' welfare institutes with permits					Maximum of 3 machines in categories B3A or B4 to D*		
Qualifying alcohol licensed premises						1 or 2 machines of category C or D automatic upon notification	
Qualifying alcohol licensed premises with gaming machine permit						Number of category C-D machines as specified on permit	
Travelling fair							No limit on category D machines
	<b>A</b>	<b>B1</b>	<b>B2</b>	<b>B3</b>	<b>B4</b>	<b>C</b>	<b>D</b>

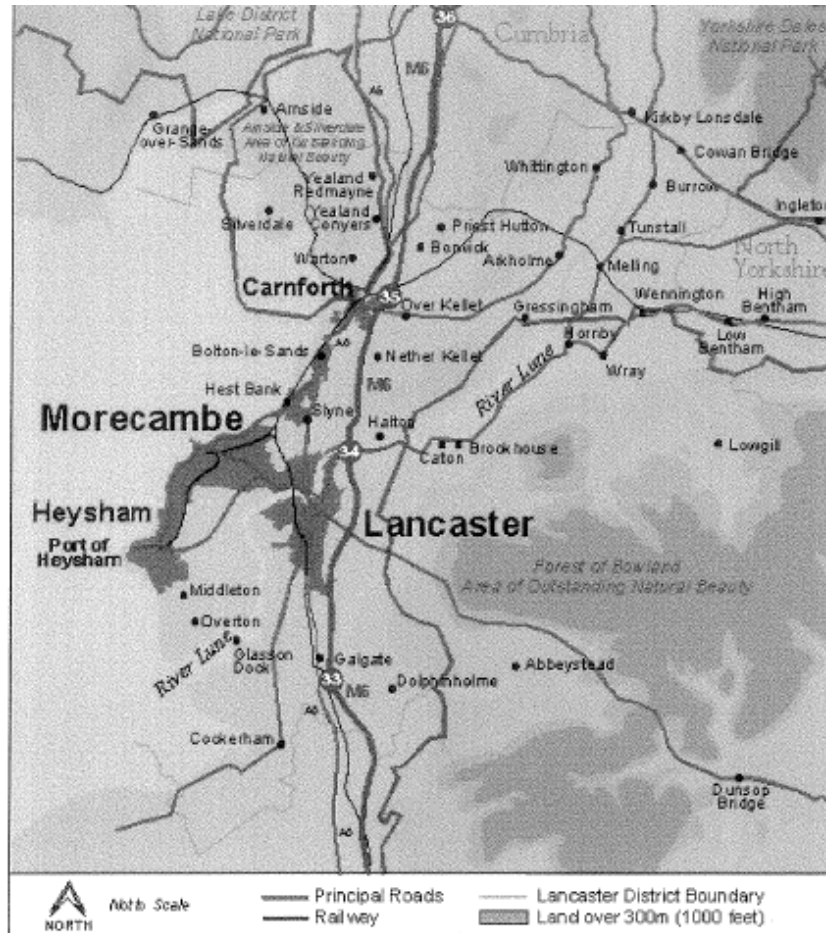
- It should be noted that members' clubs and miners' welfare institutes are entitled to site a total of three machines in categories B3A to D, but only one B3A machine can be sited as part of this entitlement. Commercial clubs are entitled to a total of three machines in categories B4 to D.

## APPENDIX 4 - DELEGATION OF FUNCTIONS

Matter to be dealt with	Full Council	Sub-committee of Licensing Committee	Officers
Final approval of three-year licensing policy	X		
Policy not to permit casinos	X		
Fee setting (when appropriate)		X	
Application for premises licences		Where representations have been received and not withdrawn	Where no representations received/representations have been withdrawn
Application for a variation to a licence		Where representations have been received and not withdrawn	Where no representations received/representations have been withdrawn
Application for a transfer of a licence		Where representations have been received from the Commission	Where no representations received from the Commission
Application for a provisional statement		Where representations have been received and not withdrawn	Where no representations received/representations have been withdrawn
Review of a premises licence		X	
Application for club gaming/club machine permits		Where objections have been made (and not withdrawn)	Where no objections made/objections have been withdrawn
Cancellation of club gaming/club machine permits		X	
Applications for other permits		X (for more than 4 machines)	X (up to 4 machines)
Cancellation of licensed premises gaming machine permits			X
Consideration of temporary use notice			X
Decision to give a counter notice to a temporary use notice		X	

X - Indicates at the lowest level to which decisions can be delegated.

## APPENDIX 5 - MAP OF THE DISTRICT



See UK Location Map for information about Ordnance Survey mapping



<b>CABINET</b>
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## Skerton School Procurement

### Report of: Chief Officer – Housing and Property

<b>PURPOSE OF REPORT</b>			
To seek Cabinet approval for a twin-track procurement strategy and progress Preliminary Market Engagement to test partnership opportunities for the redevelopment of the Skerton School site and Mainway regeneration			
<b>Key Decision</b>	<b>X</b>	<b>Non-Key Decision</b>	<b>Referral from Cabinet Member</b>
<b>Date of notice of forthcoming key decision</b>	19 <sup>th</sup> September 2025		
This report is public but contains exempt appendices by virtue of Local Government Act paragraph 3 1972.			

#### RECOMMENDATIONS OF Councillor Caroline Jackson

That Cabinet:

1. Authorises officers to obtain an estimate of the full costings in respect of a Council led Design & Build contract for the construction of housing on the Skerton School site such costings to be obtained via a suitable framework.
2. Approves the commencement of Preliminary Market Engagement (PME) activity in respect of the construction of housing on the Skerton School site.
3. Approves the commencement of PME activity in respect of the development of Mainway both as a procurement in its own right or alternatively as a procurement connected to the Skerton School development
4. Authorises Officer to take all necessary steps to commence PME in respect of recommendation 2 and/or 3 in accordance with all requirements under the Procurement Act 2023.
5. Notes that a further report will be brought back to Cabinet with a recommended preferred route once PME and cost benchmark analysis has been completed in respect of Skerton School and/ or Mainway

#### 1.0 Introduction

- 1.1 MIAA was commissioned by the Council to prepare the business case options

for the wider regeneration of Mainway and Skerton School, which has achieved planning permission for development 135 new homes.

- 1.2 The Business cases, following a HM Treasury's Five Case model, highlight the strategic, economic, commercial, financial, and management challenges of achieving the project ambitions for the Skerton School site and Mainway regeneration, and appraise viable delivery options. .
- 1.3 A workshop with Cabinet Members reviewed the position for Skerton School, confirming that a wholly Council-led scheme is unaffordable in the current financial environment and the potential to bring forward market-led partnership solutions through engagement with developers and investors, the next procurement stages, and the authorisation process through cabinet approval to proceed.

## **2.0 Business Case Workshop**

- 2.1 On 16 September 2025, a workshop with Cabinet Members reviewed the business cases for the Mainway Programme and Skerton School, including funding challenges and procurement for business case options 1-6. [Appendix 1- Business Case Options]
- 2.2 Financial modelling confirmed that the Skerton scheme is viable over the long term. However, the Housing Revenue Account (HRA) cannot support borrowing costs during the early years of operation. This affordability gap cannot be bridged by PWLB borrowing and Homes England grant, as there is no income to service interest or capital repayments during pre-development and construction. Without reserves or alternative deferred funding arrangements, a fully Council-funded route is therefore unaffordable in the short-term, despite the scheme's long-term viability.

## **3.0 Alternative Partnership delivery models**

- 3.1 Given the financial constraints, alternative partnership approaches were considered that could mitigate funding challenges and still enable delivery. Options therefore could include turnkey contracts, forward-purchase agreements, and long-term sale-and-leaseback models.
- 3.2 The workshop also discussed the potential of the Council contributing the land value and pre-development work as equity, securing nomination rights or housing assets, and potentially supporting repayment through rent guarantees. The workshop concluded that at this stage it is important not to be prescriptive about partnership structures.
- 3.3 It was agreed that priority is to conduct an open engagement with developers and investors and achieve the broadest range of responses through a compliant Preliminary Market Engagement (PME). This will test the level of interest, and responses for potential partnership models, and shape options for consideration as a future delivery route through partnership.

## **4.0 LCC led Works contract**

- 4.1 The workshop considered a Council-led Works contract would provide strong control over design, programme, and outcomes such as sustainability, tenure mix, and build costs. Notwithstanding, financial modelling the development

stage costs makes a wholly Council-led scheme supported by PWLB funding and Homes England grant, currently unaffordable without further substantial financial intervention by government, based on current assumptions at this time which is why it is imperative to gain as true a picture as possible of accurate costs.

- 4.2 Construction costs were identified as one of the key risks to the viability of Council led scheme. The current cost model was independently calculated by Anderton Gables and is based on cost indices and indexed for inflation and a 2-year construction phase starting in 2027, the target date for commencing the scheme to qualify for Homes England AHP grant. However, the costs have not been market tested.
- 4.3 It was agreed that that greater cost certainty would establish a firm cost baseline to benchmark and also to compare alternative Partnership approaches.

## **5.0 Twin Track Approach**

- 5.0 The workshop subsequently considered the outcomes of the business case and agreed that no single procurement route is fully developed or balances delivery certainty, affordability, and control. A twin track approach was proposed that recognises the importance of keeping both partnership and direct delivery options open, at this time.
- 5.1 Skerton already has planning permission and represents a viable, deliverable scheme that must be advanced to align with Homes England funding opportunities. And as a first enabling phase, it provides the additionality required to rehouse residents and unlock subsequent stages of the wider regeneration. The direction to extend engagement to include Mainway recognises that Skerton will be brought forward in the context of long-term wider regeneration.
- 5.2 By contrast, Mainway is at an earlier project stage. Homes England or One Public Estate (OPE) funding has yet been secured, and key elements such as final Masterplanning, planning proposals, viability, apportionment of assets and potential disposal routes still need to be developed. Engagement at this stage is therefore aimed at signalling the Council's intention to bring forward the regeneration, building market interest, and testing appetite for more complex partnership structures and longer-term investment
- 5.3 While our purpose is clearly assessing viable delivery routes, an open step by step process will also navigate any perception of predetermination, prior to a formal decision on a preferred delivery route, at a later stage and maintain integrity throughout the process. Trusted relationships with Contractors and potential Partners are vital for the future delivery of Skerton, Mainway and other business case options.

## **6.0 Programme Board meeting**

- 6.1 The Workshop presentation and agreements were further advanced at the subsequent Programme Board meeting, with members confirming PME to be commenced for Skerton and Mainway.
- 6.2 The purpose of PME is not to select a partner, but to engage with the market to test viable partnership and investment solutions, and to help the Council

assess whether separate approaches are required for Skerton and Mainway, or whether a single solution across both is viable.

- 6.3 Skerton is the enabling Phase 1 of ambitions to achieve wider Mainway regeneration. While the Mainway business case is less advanced, with delivery anticipated over a longer timescale and reliant on securing future Homes England and One Public Estate funding, it is important to signal that the scheme is coming forward. By presenting both Skerton and Mainway together, the Council can offer the market an attractive pipeline of work and greater potential for a long-term partnering relationship.
- 6.4 By approving PME for both sites, Cabinet will enable officers to build market interest, shape viable delivery options and increase the opportunity for potential partners and test potential solutions and bring back informed recommendations on procurement and delivery routes.

## 7.0 Further considerations

- 7.1 **Autumn statement.** - There are emerging expectations that the Government's Autumn Statement will set out stronger commitments to increasing the delivery of affordable housing, including a package of financial interventions to support Local Authority affordable and social housebuilding. Although details have not yet been released, these may include deferred payment arrangements, interest-free or preferential loan facilities, or a combination of such measures. The impact of these measures may equally support Partnership, or a council led scheme.
- 7.2 **Council Housebuilding Support Fund (CHSR).** Currently there is limited revenue funding available for pre-development work. However, the Council has a pending application in for additional CHSR grant funding to support the procurement phase of Skerton School. For example, legal and procurement advice and preparation of a detailed tender. Therefore, the CHSR is essential to undertake a formal tender for either option.

### 7.3 Procurement advice

Independent advice confirms that given the value of the works, the Council must follow full statutory procedures under the Procurement Act 2023, including publication of notices. Partnership is recommended as the preferred procurement model, enabling risk-sharing and a structured development agreement for Skerton, while maintaining flexibility for future Mainway regeneration. Frameworks may be considered for specific procurements such as consultancy or Works contract.

A Competitive Flexible Procedure (CFP) is advised, providing the scope to design appropriate engagement and negotiate compliant agreements. Preliminary Market Engagement is encouraged to shape requirements and criteria. Limited exemptions for sale arrangements exist under the Act but would not apply where part of a wider development agreement.

[Appendix 3 refer- Abstract of Brabners independent procurement advice]

## 8.0 Timelines

8.1 The next project stages must be completed within three converging target timelines

- **AHP interim Programme:** The expectation that qualifying schemes will commence on site by March 2027 and achieve completion by March 2029.
- **Procurement:** An '*appropriate and proportionate*' timescale is estimated at 6 months
- **Pre-development Activity:** Sufficient time must be allowed either to establish a partnership or to advance a works contract to RIBA Stage 5 and this is estimated at 12 months.

Overall, assuming approval in October 2025, the 18-month predevelopment programme will align with the project deadlines. However, this programme is compressed. Commencing in October is vital. [Appendix 2 refers – Outline contract programme]

## 9.0 Options and Options Analysis (including risk assessment)

A summary of the options and analysis is presented below:

	<b>Option 1: Partnership</b>	<b>Option 2: Works contract</b>	<b>Option 3: Blended partnership / contract options / Multiple partners</b>	<b>Option 4: Do nothing</b>
<b>Advantages</b>	<ul style="list-style-type: none"> <li>– PME to explore market interest and models for a viable route to delivery within a partnership model.</li> <li>– Test market interest in models compatible with project outcomes.</li> <li>– Transfer of major risks (funding, sales, development).</li> <li>– Injection of development expertise and capacity.</li> <li>– Reduced control over design detail and lettings policy.</li> <li>– Greater cost certainty for the Council within delivery model</li> </ul>	<ul style="list-style-type: none"> <li>– Compliant process via procurement frameworks</li> <li>– Mitigates volatility of construction costs</li> <li>– Strong Council control over design, sustainability standards, and tenure</li> <li>– Potentially lower construction costs</li> <li>– Partial transfer of construction risk to contractor</li> </ul>	<ul style="list-style-type: none"> <li>– Flexibility to combine different partnership and or contract models that are deemed best suited</li> <li>– Potential to attract a consortium of partners bringing complementary skills (funding, development, construction, management).</li> <li>– Spreads risk by not relying on a single delivery partner.</li> </ul>	<ul style="list-style-type: none"> <li>– None</li> </ul>
<b>Disadvantages</b>	<ul style="list-style-type: none"> <li>– Potentially higher long-term costs</li> <li>– Reduced control over design and delivery</li> <li>– Potentially reduced control as a council owed asset</li> <li>– Portability of grant provision into Partnership model.</li> </ul>	<ul style="list-style-type: none"> <li>– Increased pre-development cost and management costs</li> <li>– Significant management resource</li> <li>– Current unavailability of funding prior to CHSR</li> <li>– High financial burden on HRA</li> <li>– Affordability risk – mitigation via Homes England grant and potential new Government</li> </ul>	<ul style="list-style-type: none"> <li>– Risk of misaligned objectives between partners.</li> <li>– Longer negotiation period may slow mobilisation.</li> <li>– Added complexity in procurement, legal structures and governance.</li> <li>– Higher resource needed to manage multiple relationships.</li> <li>– Risk of misaligned objectives</li> </ul>	<ul style="list-style-type: none"> <li>– Failure to progress key procurement strategy</li> </ul>

		borrowing programmes.	between partners. <ul style="list-style-type: none"> <li>- Longer negotiation period may slow mobilisation.</li> <li>- Added complexity in procurement, legal structures and governance.</li> <li>- Higher resource needed to manage multiple relationships.</li> </ul>	
<b>Risks and mitigation</b>	<ul style="list-style-type: none"> <li>- No appetite for engagement</li> <li>- Proposals not compatible viability/tenure/control</li> </ul>	<ul style="list-style-type: none"> <li>- Exploration of suitable frameworks to increase cost certainty may reduce management burden. However, a tender at this stage may risk predetermination challenge.</li> </ul>	<ul style="list-style-type: none"> <li>- Risk of fragmented delivery – mitigated through clear governance and robust partnership agreement.</li> <li>- Could confuse the market – PME will test interest.</li> <li>- Potential overlap or conflict between models, winning both sites may be vital to Partners business model</li> </ul>	<ul style="list-style-type: none"> <li>- Stagnation of the project objectives</li> <li>- Pursue twin track approach</li> </ul>

## **10.0 Officer Preferred Option (and comments)**

- 10.1 The recommendation is to proceed with Option 3, with engagement on the broadest possible terms, providing a clear scope and definition of each site, and our priority to advance Skerton first in alignment with Homes England programmes.
- 10.2 The blended option will help shape the most viable partnering options for the Skerton development and the Mainway regeneration and ensure that both schemes are advanced in a coordinated and comprehensive context. In doing so, it will increase the attractiveness of the proposition to potential partners, signal opportunities for longer-term relationships, and demonstrate the Council's intent to bring forward Skerton as part of a wider regeneration of Mainway.
- 10.3 Cost plan assumptions may be compliantly reviewed through structured consultation supported by framework benchmarking and independent advice and provide a consistent baseline for comparison alongside partnership.
- 10.4 This is an efficient approach, which can be managed within the existing project resource and will generate a comprehensive range of responses and options to develop a preferred delivery model and navigates any perception of predetermination prior to a final decision by members.

## **11.0 Conclusion**

- 11.1 Members noted that no single procurement route is fully developed at this stage. They therefore directed officers to pursue a twin-track approach, keeping both partnering and contract options open for Skerton. Members subsequently further agreed that engagement should be extended to include Mainway and signal the Council's intention to work with the market to bring this forward wider regeneration.
- 11.2 This approach ensures that Skerton is advanced as the first enabling phase, aligned with Homes England programmes, while also increasing the attractiveness of the overall proposition to potential partners. By signalling the long-term opportunity at Mainway, the Council can build interest, explore longer-term relationships, and position both schemes within a coordinated regeneration strategy
- 11.3 The estimated value of the works is above the qualifying financial threshold, and the Council is required to follow the full statutory procurement procedure. The twin track proposal following a recommendation for a compliant PME brings forward partnering options and greater certainty for construction costs in a step-by-step approach and is supported by procurement advice.
- 11.4 It makes the best use of resource and enables the project programme deadlines to be achieved, avoids any perception of predetermination and positions the Council to move positively into the most appropriate formal tender once robust market evidence is available and there is clarity on CHSR funding and the Autumn statement.



**RELATIONSHIP TO POLICY FRAMEWORK****Council Priorities:**

A Sustainable District –Climate Emergency: Properties brought forward will be developed to a high standard, therefore benefitting residents with quality and warm homes.

An Inclusive and Prosperous Local Economy – opportunities for local contractors to be employed as part of development opportunities.

Housing Strategy – will link directly to the Homes Strategy for Lancaster District 2020-2025 by seeking to increase provision of affordable housing.

**CONCLUSION OF IMPACT ASSESSMENT**

**(including Health & Safety, Equality & Diversity, Human Rights, Community Safety, HR, Sustainability and Rural Proofing)**

No known impact.

**LEGAL IMPLICATIONS**

Conducting Preliminary Market Engagement (PME) is governed by s16 – 17 Procurement Act 2023. Whilst the process of PME is not new to Procurement, current legislation has built upon the previous regulations and introduced a new requirement to publish notices about PME activity.

The engagement itself must not distort competition or give any supplier an unfair advantage as a result of that engagement. Officers will be supported either internally by Procurement or with external legal support to ensure that all PME is carried out in compliance with the Procurement legislation.

**FINANCIAL IMPLICATIONS**

With the exception of existing staffing resources, there is no provision within the approved Housing Revenue Account (HRA) budget for external support with the progression of development projects, including design, legal or procurement advice. With the current financial situation of the HRA, it would struggle to make significant amounts available, without a successful outcome from the Council Housebuilding Support Fund application.

**OTHER RESOURCE IMPLICATIONS**

**Human resources** None

**Information Services:** No Information Service implications.

**Property:** As outlined in the report.

**Open Spaces:** No Open Space implications.

**SECTION 151 OFFICER'S COMMENTS**

As the Council is not entering into any binding contracts or partnerships at this stage, there are no direct financial implications arising from this report. As noted in Recommendation 5, a further report will be presented to Cabinet with a preferred route forward once the exercises have been completed, at which time any financial implications arising from a proposed agreement, whether Design & Build or partnership, will need to be considered.

**MONITORING OFFICER'S COMMENTS**

The Monitoring Officer has been consulted and has no further comments to add, noting that this matter is to return to Cabinet in any event for any next steps.

**BACKGROUND PAPERS**

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**Ref:** [Click here and type Ref, if applicable]

<sup>1</sup> Procurement Act 2023, Section 12(2)(d): "A contracting authority must have regard to the importance of ... acting, and being seen to act, with integrity."

<sup>2</sup> Procurement Act 2023, Section 15(1): "A contracting authority may engage with suppliers or others before initiating a procurement—(a) to prepare for the procurement, or (b) to design the procurement procedure."

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

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