

# Meeting of West Berkshire District Council

**Thursday 27 November 2025**

***Summons and Agenda***

---



To: All Members of the Council

*You are requested to attend a meeting of*  
**WEST BERKSHIRE DISTRICT COUNCIL**  
*to be held in the*  
**COUNCIL OFFICES, MARKET STREET,  
NEWBURY**

on

**Thursday 27 November 2025  
at 7.00pm**



Sarah Clarke  
Executive Director – Resources  
West Berkshire District Council

Date of despatch of Agenda: Wednesday 19 November 2025

---

## **AGENDA**

---

### **Part I**

1. **APOLOGIES FOR ABSENCE**

To receive apologies for inability to attend the meeting (if any). **(Pages 7 - 8)**

2. **CHAIRMAN'S REMARKS**

The Chairman to report on functions attended since the last meeting and other matters of interest to Members. **(Pages 9 - 10)**

3. **MINUTES**

The Chairman to sign as a correct record the Minutes of the Council meeting held on 16 October 2025. **(Pages 11 - 12)**



**4. DECLARATIONS OF INTEREST**

To remind Members of the need to record the existence and nature of any personal, disclosable pecuniary or other registrable interests in items on the agenda, in accordance with the Members' [Code of Conduct](#). **(Pages 13 - 14)**

**5. PETITIONS**

Petitions may be presented to Council. These will normally be referred to the appropriate body without discussion. **(Pages 15 - 16)**

**6. PUBLIC QUESTIONS**

Members of the Executive to answer questions submitted by members of the public in accordance with the Council Procedure Rules contained in the [Council's Constitution](#). **(Pages 17 - 18)**

**7. MEMBERSHIP OF COMMITTEES**

The Council to agree any changes to the membership of Committees. **(Pages 19 - 20)**

**8. MOTIONS FROM PREVIOUS MEETINGS**

To note Motions which have been presented to previous Council meetings. **(Pages 21 - 22)**

**9. UPDATES FROM COMMITTEES**

That Council is informed about the meetings held since the last ordinary meeting of Council. The minutes of these meetings will be available on the [Council's website](#).

- A) The Licensing Committee met on 3 November 2025.
- B) The Personnel Committee has not met.
- C) The Governance Committee met on 18 November 2025.
- D) The District Planning Committee has not met.
- E) The Resources and Place Scrutiny Committee met on 10 November 2025 and 25 November 2025.
- F) The Children and Young People Scrutiny Committee has not met.
- G) The Health and Adult Social Care Scrutiny Committee has not met.
- H) The Health and Wellbeing Board has not met.
- I) The Joint Public Protection Committee has not met. **(Pages 23 - 24)**



**10. DEVOLUTION - THAMES VALLEY MAYORAL STRATEGIC AUTHORITY  
EXPRESSION OF INTEREST (C4747)**

This report seeks Council support for the Executive to agree to submit an Expression of Interest (EOI) to Government in response to the Government's devolution policy. It is a stated Government policy intent that all regions in England benefit from devolution.

The submission of the EOI Thames Valley will not bind the Council but will enable it to engage with Government on devolution of powers and functions to target regional economic growth working within a strategic partnership that aims to bring prosperity. This will enable collaborative regional governance to enable this Council to support innovation, business growth and investment. The aim of devolution is to ensure inclusive growth by opening greater prospects for skilled jobs, affordable housing and connected places that add to the region's future economic sustainability. **(Pages 25 - 46)**

**11. PUBLIC PROTECTION PARTNERSHIP SHARED SERVICE AGREEMENT (C4760)**

The Public Protection Partnership Service was subjected to a peer review which concluded earlier in the year. In line with the negotiations on the recommendations of the review, a report seeking authorisation for West Berkshire Council to enter into a new three authority shared service agreement with Bracknell Forest Council and Wokingham Borough Council until the 31 March 2029 was agreed at Executive on the 6 November 2025.

This report seeks authority to make the associated changes to the Constitution to allow Wokingham Borough Council to rejoin the governance arrangements at a member level. It also seeks delegation of Council Functions undertaken by the Public Protection Service to the Joint Public Protection Committee until 31 March 2029. **(Pages 47 - 58)**

**12. CONSTITUTION CHANGES TO PART 8: CONTRACT RULES AND PART 13:  
APPENDIX D (C4748)**

The purpose of this report is to update Council regarding the work undertaken by the Constitution Review Task Group ("CRTG"), and to seek approval of the proposed Constitutional updates detailed in this report and subsequent implementation.

The completion of the Constitution review is an important part of the overall good governance of the Council and has been highlighted as an area to complete in the Annual Governance Statement. **(Pages 59 - 106)**

**13. 2026/27 WEST BERKSHIRE COUNCIL TIMETABLE OF PUBLIC MEETINGS  
(C4753)**

To recommend a timetable of public meetings for the 2026/27 Municipal Year. The timetable is proposed for approval and then publication to give advance notice of public meetings at which the Council's key decision making takes place to help meet its wide range of business demands. The approval of the timetable will also assist with making administrative arrangements for the meetings. **(Pages 107 - 112)**

**Agenda - Council to be held on Thursday 27 November 2025 (continued)**

**14. NOTICES OF MOTION**

To receive any Motions submitted in accordance with the Council Procedure Rules contained in the [Council's Constitution](#). **(Pages 113 - 114)**

**15. MEMBERS' QUESTIONS**

Members of the Executive to answer questions submitted by Members of the Council in accordance with the Council Procedure Rules contained in the [Council's Constitution](#). **(Pages 115 - 116)**

If you require this information in a different format or translation, please contact Stephen Chard on telephone 01635 519462.

This page is intentionally left blank

Council – 27 November 2025

## **Item 1 – Apologies for Absence**

Verbal Item

This page is intentionally left blank

Council – 27 November 2025

## **Item 2 – Chairman’s Remarks**

Verbal Item

This page is intentionally left blank

Council – 27 November 2025

## **Item 3 – Minutes**

To Follow

This page is intentionally left blank

Council – 27 November 2025

## **Item 4 – Declarations of Interest**

Verbal Item

This page is intentionally left blank

Council – 27 November 2025

## **Item 5 – Petitions**

Verbal item

Councillor Carlyne Culver has given notice of her intention to submit a petition entitled:

Berkshire Pension Fund divestment from companies complicit in Israeli genocide and apartheid

This page is intentionally left blank

Council – 27 November 2025

## **Item 6 – Public Questions**

To Follow

This page is intentionally left blank

Council – 27 November 2025

## **Item 7 – Membership of Committees**

Verbal Item

This page is intentionally left blank

Council – 27 November 2025

## **Item 8 – Motions from previous meetings**

Verbal Item

This page is intentionally left blank

Council – 27 November 2025

## **Item 9 – Updates from Committees**

Verbal Item

This page is intentionally left blank

---

# Devolution – Expression of Interest: Thames Valley Mayoral Strategic Authority Expression of Interest

---

<b>Committee considering report:</b>	Council
<b>Date of Committee:</b>	27 November 2025
<b>Portfolio Member:</b>	Councillor Justin Pemberton
<b>Date Portfolio Member agreed report:</b>	14 November 2025
<b>Report Author:</b>	Clare Lawrence
<b>Forward Plan Ref:</b>	C4747

---

## 1 Purpose of the Report

- 1.1 This report seeks Council support for the Executive to agree to submit an Expression of Interest (EOI) to Government in response to the Government’s devolution policy. It is a stated Government policy intent that all regions in England benefit from devolution.
- 1.2 The submission of the EOI Thames Valley will not bind the Council but will enable it to engage with Government on devolution of powers and functions to target regional economic growth working within a strategic partnership that aims to bring prosperity. This will enable collaborative regional governance to enable this Council to support innovation, business growth and investment. The aim of devolution is to ensure inclusive growth by opening greater prospects for skilled jobs, affordable housing and connected places that add to the region’s future economic sustainability.

## 2 Recommendations

- 2.1 That Full Council is informed of the benefits from the proposed devolution of powers and functions, and agrees to continue building on the collaborative approach across the region to date
- 2.2 Note that the informal Devolution Board will oversee discussions with Government, ensuring robust governance and stakeholder engagement by elected members throughout this process.
- 2.3 That Full Council recommends that the Executive approves the Expression of Interest (EOI) to authorise the Council to submit this to Government, noting that the EOI is designed to proactively position the Thames Valley for early consideration in the next wave of the Devolution Programme.

- 2.4 That Full Council supports that a further report will be brought to Council and Executive prior to any final decision on the creation of a Strategic Authority.

### 3 Implications and Impact Assessment

Implication	Commentary
<b>Financial:</b>	<p>To date, each Berkshire Council has agreed a £10,000 contribution towards the devolution agenda. This has been met by the funds held by the Berkshire Prosperity Board.</p> <p>There are no direct financial implications arising from the submission of the Expression of Interest. If discussions with Government proceed the cost of establishing an MSA will be modelled and the opportunity will arise to explore how growth in the Thames Valley economy could create significant social and economic uplift for our area and the whole country. The Thames Valley is a positive contributor to Treasury.</p> <p>Devolution offers an opportunity to reset local government finances. In this context, the EOI submission seeks discussions with Government on developing innovative fiscal solutions to support investment into the Thames Valley Region. This reference to investment funding will also look to develop inward investment through the private sector and funding institutions, as part of any regional investment strategy.</p>
<b>Human Resource:</b>	<p>As the work devolves, there will be a requirement for additional resource supporting the development of a MSA and its strategic purpose. Therefore, a proposed resource plan will be submitted, subject to the EOI submission.</p>
<b>Legal:</b>	<p>The report seeks Executive approval to submit an EOI to open discussions with Government on devolution for our region. The Executive has the authority to discharge the function of the formulation of the council's overall policy objectives and priorities, which permits it to make this decision.</p>
<b>Risk Management:</b>	<p>The submission of an EOI does not present any significant risks and it is non-binding. There is a risk that not submitting the EOI will result in a lost opportunity to establish an MSA and benefits resulting from this as set out in the report.</p>

	A risk associated with an MSA will be that while the Leaders of Council's will have a place on the MSA Board, the MSA and Mayor will have significant influence and have devolved powers. Some decisions of the MSA may not have the uniform support of all of the local authorities in the Thames Valley Region.			
<b>Property:</b>	The decision to submit an EOI does not have any direct property implications			
<b>Policy:</b>	The EOI submission does not bind the Council to any course of action and in itself it does not have policy implications. However, if with government support, the Council progresses an MSA, this will have significant policy implications especially in respect of supporting a prosperous and reliant West Berkshire			
	<b>Positive</b>	<b>Neutral</b>	<b>Negative</b>	<b>Commentary</b>
<b>Equalities Impact:</b>				
<b>A</b> Are there any aspects of the proposed decision, including how it is delivered or accessed, that could impact on inequality?		x		No direct impact but through the English Devolution Bill, the Government will introduce a new bespoke duty for Strategic Authorities in relation to health improvement and health inequalities. Strategic Authorities will support partners in driving public service reform and the new devolution framework will set clearer expectations for Mayors' roles in local health systems and in improving population health

<p><b>B</b> Will the proposed decision have an impact upon the lives of people with protected characteristics, including employees and service users?</p>		x		<p>No Direct Impact but an MSA supports proposals like Connect to Work and the Get Britain Working plan supporting people with protected characteristics being in work.</p>
<p><b>Environmental Impact:</b></p>		x		<p>There are no immediate sustainability implications arising from these decisions. Government has indicated it will give strategic authorities a meaningful role in planning for our future energy system, establishing heat network zoning in England and leading on local nature recovery. The detail of these various policies is to follow.</p>
<p><b>Health Impact:</b></p>		x		<p>No immediate impact but the MSA will enable greater coordination of local government function with the NHS to support healthy lives</p>
<p><b>ICT Impact:</b></p>		x		<p>No direct impact.</p>
<p><b>Digital Services Impact:</b></p>		x		<p>No direct impact</p>
<p><b>Council Strategy Priorities:</b></p>		x		<p>The EOI submission does not bind the Council to any course of action and in itself the EOI does not have policy implications. However, if with government support, the Council progresses an MSA, this will have significant policy implications especially to meet Priority Area 5: A Prosperous and Resilient West Berkshire</p>
<p><b>Core Business:</b></p>		x		<p>No Direct impact although any decision to progress an MSA will have implications on capacity of the organisation to address other priorities.</p>

<b>Data Impact:</b>		x		A data sharing agreement will be in place
<b>Consultation and Engagement:</b>	<p>Devolution is a collaborative process which will require continuous engagement and collaboration between local authorities and with residents, public sector institutions including the NHS, Police and Fire Authorities, businesses, and further and high education providers and other key local organisations and businesses.</p> <p>Devolution is primarily about giving power back from Central Government to local communities. It is therefore vital that residents are involved at the earliest opportunity to inform and shape the process. It has not been possible to carry out resident engagement prior to submitting an EOI but it is expected that resident engagement would begin after Government agrees to further discussions.</p>			

## 4 Executive Summary

- 4.1 The English Devolution White Paper 2024 set out the Government’s vision for all parts of England to be part of regional Strategic Authorities led by a regional Mayor. These authorities will drive growth, shape public services, and deliver strategic leadership in areas such as economic growth and sustainability, planning, skills, employment, and transport.
- 4.2 This report seeks approval to submit an Expression of Interest (EOI) to Government to establish a Mayoral Strategic Authority (MSA) through which there is a significant opportunity for regions in England to drive inclusive growth and prosperity for communities and businesses. With new powers and investment, MSAs can address strategic economic challenges and opportunities, in collaboration with local Leaders, business leaders and investors, with Government and increasingly, with other Strategic Authorities as part of the Council of regions.
- 4.3 There are substantial benefits from establishing an MSA for the Thames Valley including long-term devolved investment funds to support control over adult education and skills budgets. Also, devolved powers and responsibility over strategic transport, housing and spatial planning to better target, address housing affordability, promote green infrastructure and ensuring growth benefits reach all communities.
- 4.4 An MSA would provide an enhanced ability to attract private investment and innovation to support the development key sectors such as IT and life sciences to deliver a growth region with a stronger national and international capability of competing with major European economic clusters. It would offer stronger coordination and negotiating power with Central Government to secure devolved funding and national infrastructure investment.

- 4.5 For West Berkshire, MSA will have significant positive impacts on its businesses and residents. The Council responsibilities will remain unchanged but will be impacted by the MSAs strategies and policies. The Council will be able to influence the MSA in relation to economic growth, skills development, spatial planning, housing including affordable housing, transport, and the environment as the Leader will have a place on the MSA Board.

## 5 Supporting Information

### Introduction

- 5.1 In December 2024, the UK Government issued the English Devolution White Paper [Devolution White Paper](#) outlining a proposal for Strategic Authorities as a mechanism to rebuild and reform local government. Subsequently, the [Devolution Bill](#) enables power to be decentralised from Central Government to local authorities. This shift is intended to foster local growth, improve public services, and enhance democratic accountability.
- 5.2 Strategic Authorities must serve a population of at least 1.5 million and there are three tiers of Strategic Authorities proposed:
- (a) Foundation Strategic Authorities – Non-mayoral, with limited powers and funding access.
  - (b) Strategic Authorities – Mayoral-led (MSA) with significant powers and funding.
  - (c) Established Strategic Authorities – Proven mayoral authorities eligible for enhanced powers and funding.
- 5.3 This proposal is to support the submission of a EOI to Central Government for the establishment of a Thames Valley Mayoral Strategic Authority (MSA) to unlock devolved powers and resources that enable local leaders to shape policies to reflect local priorities and aspirations. While Buckinghamshire has opted out of discussions on a Mayoral Strategic Authority (it currently has a ‘combined authority’ arrangement covering Buckinghamshire only), Berkshire and Oxfordshire councils have been engaged in discussions about advancing a Mayoral Strategic Authority (MSA) proposal while retaining the option for Swindon to be included.

### Devolution towards Evolution of Regional Economic Growth

- 5.4 The principle of devolution is well-established, with Government aiming to redistribute political, social and economic power across England. The Government’s ambition is now focused on universal coverage of Strategic Authorities across England following the English Devolution White Paper and the English Devolution and Community Empowerment Bill. Leaders have been meeting across the Thames Valley Region to explore the opportunity for devolution.

- 5.5 The Government's vision for all parts of England to be part of regional Strategic Authorities led by a regional Mayor to drive growth, shape public services, and deliver strategic leadership in areas such as economic growth and sustainability, planning, skills, employment, and transport.
- 5.6 This move to devolving power to regions signals a significant step change in how UK economic growth will be delivered. It places significant shift in how local government needs to develop and deliver its economic growth strategies. This will shift relations from Central Government to local regional strategic partnerships, working with an elected Mayor within a Strategic Authority. It will require council Leaders, supported by their Chief Executives, to form new strategic regional partnerships to drive our ambitions for place based all-inclusive growth.

### **Regional Economy**

- 5.7 The Thames Valley economy is one of the most dynamic and globally connected in the United Kingdom contributing billions in Gross Value Added (GVA) to the national economy each year. On a per-person basis, it ranks second only to London, a reflection of the area's powerful concentration of high-value industries and skilled workforce.
- 5.8 The Region's prosperity has its roots in knowledge and innovation, driven by digital technology, communications, life sciences, biotech, defence and health including creative and professional service sectors that have flourished thanks to the regions connectivity and proximity to London and Heathrow Airport. Global companies have long chosen to locate in the region with recognised hubs for technology and business services. This includes fast growing sectors in pharmaceuticals, manufacturing, and digital.
- 5.9 The region's economy has a critical mass of science, learning, talent, intellect and inspiration. The region also has a culture of pushing boundaries, redefining leading edge, pioneering and entrepreneurship. The universities are powerhouses of knowledge and beacons of experimental excellence. The intellectual capacity of the region and talent emerging from the universities is driving the establishment of spin out businesses and the scale up of growing ones, contributing to an environment that promotes and nurtures commercialisation; a driving force for a new, science and knowledge led industrial revolution.

### **Regional Risk of Economic Decline**

- 5.11 Despite a track record of success, the Thames Valley economy has not been immune to the decline in productivity across the UK in recent years, suffering from underinvestment and increased global competition. In addition, continued prosperity brings challenges, including housing affordability, infrastructure constraints, and uneven growth across localities.
- 5.12 There are considerable challenges for residents and businesses in generating a future proof transport infrastructure that supports the region's economic growth which is showing signs of struggling to cope with increased demand. Education and skills need

to be developed on a regional collaborative basis to power capacity for economic growth.

- 5.13 The region could do much more to benefit from the advantages generated through strategic growth planning and collaboration at a much greater scale that can be currently delivered by individual councils. This places the Thames Valley under threat of seeing economic decline as businesses and inward investment risks diverting to regions that have clear joined up regional Growth Plans and unfragmented governance arrangements, selling the regions benefits to sectors and investors.

### **A Thames Valley MSA for Collective Regional Growth**

- 5.14 Becoming a Mayoral Strategic Authority represents a significant opportunity for regions in England to drive inclusive growth. With new powers and investment, Mayoral Strategic Authorities can address strategic economic challenges and opportunities, in collaboration with local leaders, business leaders and investors, with Government and increasingly, with other Strategic Authorities as part of the Council of regions. This is a new platform in the regional and local government landscape, creating systems based on collaboration and collective action that can work at scale to make connections, drive innovation and support growth.
- 5.15 There are substantial benefits for the Thames Valley, in creating a Thames Valley Regional MSA approach. Long-term devolved investment funds will support devolved control over adult education and skills budgets which would allow the authorities to better to align training provision with the needs of local industries, from digital technology and life sciences to creative industries helping retain talent and businesses whilst helping to ensure inclusive access to opportunities.
- 5.16 Devolved powers and responsibility over strategic transport, housing and spatial planning will support planning at a wider regional level enabling authorities to better target investment in deprived or underperforming areas, address housing affordability, promote green infrastructure and ensuring growth benefits reach all communities. A regional transport strategy could strengthen east–west links, while improving access to Heathrow and London. Coordinated investment in rail, bus, and sustainable transport would reduce travel times, improve productivity and support the net zero agenda.
- 5.17 An enhanced ability to attract private investment and innovation partnerships would support the development of the innovation ecosystem and key sectors such as IT and life sciences in order to stem the current exodus of UK innovation overseas and also help to attract more overseas investment to the region. Science parks and universities with the regions globally connected business base could form a knowledge-intensive growth region with a stronger national and international capable of competing with major European economic clusters.
- 5.18 There is the potential to scale up rapidly and deliver significant regional and national economic growth. Establishing an MSA will act as catalyst for growth to target funding

and skills programmes where they are needed most, helping to reverse productivity decline and remove barriers to economic development.

- 5.19 Stronger coordination between the MSA local authorities and Central Government will stimulate a larger, integrated economy that can carry more weight in negotiations with Whitehall, securing devolved funding and national infrastructure investment. It would also present a more compelling ‘investment ready’ proposition to global investors seeking a region that combines cutting-edge research with commercial capability.
- 5.20 Consolidating these strategic functions currently spread across multiple councils will reduce duplication, improve decision-making, and create a single, accountable leadership structure that gives confidence to investors and our public sector partners.

### What this means for West Berkshire Council

- 5.21 For West Berkshire, the establishment of the Thames Valley MSA with the benefits set out above, will have significant positive impact on its businesses and residents. The Council responsibilities will remain unchanged but will be influenced by the strategies and policies of the MSA. The Council will be able to influence the MSA as the Leader will have a place on the MSA Board (voting rights TBC). All regions (to be defined by Government) will be expected to produce a Spatial Development Strategy which will provide the blueprint for development and infrastructure growth (led by MSAs where in place). West Berkshire will be able to influence this through its place on the MSA Board
- 5.22 As part of the MSA Board, the Council will also be able to influence the following:
- Policies and decisions around **Housing development** including Affordable Housing
  - Strategies to deliver **Growth** supported by funding for infrastructure delivery
  - **The duty to improve health and to reduce health inequalities.** Greater coordination between partner agencies – especially important for Adult and Children's services, community safety, to secure joined up approaches and secure funding.
  - **Thames Valley Economic Development and regeneration strategies** – Innovation, sector development and new business growth – marketing, lobbying powers and access to funding
  - **Skills Development** – Funding for Joined up skills development programmes to meet business need. This is more coordinated and effective delivered at level greater than West Berkshire Council can do individually.
  - **Transport and Local Infrastructure** – Investment in Transport and Roads through funding secured by the MSA
  - **Environment and Climate Change** – Energy and Nature Recovery

## The Expression of Interest Thames Valley Vision

5.23 The EOI (Appendix 1) builds on discussions between local authorities in the Thames Valley to date. It emphasises the region's strengths in innovation and productivity and its readiness to enter discussions with Government for a possible Mayoral Strategic Authority. Devolution will drive inclusive growth and unlock significant opportunities for local communities and the UK more broadly.

5.24 The Thames Valley EOI highlights:

- **Economic rationale:** The region has several key business sectors highlighted in the Modern Industrial Strategy. The Strategic Authority would provide the framework that allows businesses to leverage those sectors across a wider geography and create jobs. Our intent is to restore growth to pre-Covid levels of prosperity.
- **Collaborative governance:** There is a commitment to partnership working across constituent councils, with clear terms of reference and for the EOI to mark the start of wider stakeholder engagement across the region.
- **Strategic powers and funding:** Powers over transport, skills, housing, and economic development and the ability to provide these within a business ecosystem will lead to greater investment.
- **Place-based leadership:** Greater local control to deliver national policy objectives at local level has been shown to be successful in other established Strategic Authority areas. Adapting powers and functions to meet local needs strengthens local identity, accountability, and the ability to deliver tailored solutions for residents.

5.258 The EOI is the first stage towards devolution. Whilst it does not bind any Council to a Mayoral Strategic Authority at this stage, it does indicate our readiness to engage further. If the Council is to proceed further, Council and the Resources and Place Scrutiny Committee will be engaged at future key decision points to ensure we are providing the right devolution framework for our region.

5.26 Oversight of the proposals will be through an informal Devolution Programme Board made up of The Leaders from each Council interested in pursuing devolution and supported by their Chief Executives.

## Process and Engagement

5.27 The EOI was developed collaboratively, with input from local authority Leaders and Chief Executives and is supported by a robust economic narrative and evidence base.

5.28 The EOI is a strategic step to initiate formal discussions with Government, with further public and stakeholder engagement planned before any final decision.

## Next Steps

- Submission of the EOI to Government by 19 December 2025, followed by further engagement and refinement based on feedback from Leaders, Chief Executives, and stakeholders.
- Ongoing governance and oversight via the Devolution Programme Board, with regular updates to Councils and public consultation as the process evolves.
- Build the proposal through regular engagement, agreeing the geography and the size and scale of the Strategic Authority based upon criteria set out in the Devolution White Paper
- Stakeholder engagement with residents, businesses and public sector partners to explore devolution for our region.
- Finalise proposal with further decisions made at key points by Executive and Scrutiny / Council

## 6 Other options considered

6.1 The White Paper is clear that the Government intends that all of England to be devolved by default and is committed to ending the deals-based approach. The Government will also legislate for a ministerial directive, which will enable it to directly create Strategic Authorities in any places where local leaders in that region have not been able to agree how to access devolved powers. Therefore the “do nothing” option could mean Government legislating on our behalf for devolution. This is not a recommended option.

## 7 Conclusion

7.1 The EOI is not binding on the Council, however it does present the opportunity to open further discussions with Government on devolution to drive significant economic and social benefits. The region stands to gain enhanced powers, financial resources, greater strategic control and improved infrastructure, as well as the ability to deliver more responsive public services.

## 8 Appendices

Appendix 1: Proposed EOI

Appendix 2: Current list of MSAs

Appendix 3: Examples of powers and funds devolved to MSAs

---

### Background Papers:

[Devolution White Paper](#)

**Subject to Call-In:** Yes:  No:

---

- The item is due to be referred to Council for final approval
- Delays in implementation could have serious financial implications for the Council
- Delays in implementation could compromise the Council's position
- Considered or reviewed by one of the Council's Scrutiny Committees or associated Task Groups within the preceding six months
- Item is Urgent Key Decision
- Report is to note only

**Wards affected:** All

**Officer details:**

Name: Clare Lawrence  
Job Title: Executive Director - Place  
E-mail: [Clare.lawrence1@westberks.gov.uk](mailto:Clare.lawrence1@westberks.gov.uk)

---

# Appendix 1

## Thames Valley Devolution EOI Letter

### VERSION AND DATE

VERSION 6 11<sup>TH</sup> NOVEMBER 2025

### DESCRIPTION

**Sixth draft with minor amends following Devolution Board**

### This EOI aims to...

- Proactively position Thames Valley at the front of the queue for future devolution by submitting a compelling case ahead of formal process, as an input for new ministerial briefings
- Set out a clear and focused pitch, explicitly aligned to current Government priorities, making it easy for ministers and officials to see how their goals can be achieved through Thames Valley's proposals
- Demonstrate the existing strength of partnership and delivery across the region, and readiness for devolution
- Demonstrate proactive thinking around how Level 3 MSA powers will be used to drive benefits in this region and its specific conditions and opportunities

### This EOI is not...

- A longform prospectus
- For a broad range of audiences – we are in this instance aiming to convince Government and the Thames Valley Members of the case for devolution
- An exhaustive application form with all questions answered – emerging ideas and thinking is helpful

When submitted to each local authority Council for approval, this letter will be accompanied by a cover report setting out the context and rationale for the EOI, and addressing regional and individual local authority issues or concerns. This aims to support constructive Council discussions and approval.

The EOI letter will also be accompanied by supplementary document for use by local authority Leaders and CEOs in discussions with Government and other national and regional stakeholders. It will set out more information on the economic context, growth challenges, and opportunities facing the Thames Valley; the rationale for devolution and a Mayoral Strategic Authority; the proposed objectives and mechanisms for regional growth; and anticipated next steps in engagement with government and stakeholders. We are in the process of collating a list of projects and ideas to include in this document and the EOI itself.

## Draft EOI

Dear Secretary of State,

We, the Leaders of the local authorities in the Thames Valley, are writing to you in your capacity as Secretary of State for Housing, Communities and Local Government regarding our desire for devolution and our inclusion on a future Devolution Programme.

We have carefully considered our rationale and case for devolution to this region and see a significant opportunity to drive growth and prosperity as a Mayoral Strategic Authority. Our £97 billion economy is already a core contributor to the national economy and will continue to add economic value through our highly productive and innovative businesses, constituting the sectors prioritised in the Modern Industrial Strategy and a large part of the Ox-Cam Corridor, a key national growth proposition. However, the region's post-pandemic recovery has been slower than the national trajectory, and our globally recognised clusters face increasingly strong competition. We will use the powers, investment and platform as an MSA to unlock constraints on growth, with the potential for the Thames Valley economy to be up to £18.7 billion a year larger by 2040, which corresponds to a £7 billion annual uplift in tax revenue contributions to the exchequer.

We have come together as strong local Leaders to pursue the significant opportunities of devolution for our communities. Whilst we acknowledge and respect our differing political and local priorities, together we recognise and collectively support the core economic rationale and strategic intention for delivering inclusive growth within a Thames Valley MSA. We stand ready with the strength of relationships, trust, track record, collective governance and ways of working required to work with Government and implement a successful MSA. We would like to work towards a first mayoral election in May 2027, in line with the current timeline for local government reorganisation.

### **Importance of the Thames Valley for the UK Economy**

The Thames Valley serves as an innovation-driven and export-focused catalyst for UK economic growth, accounting for approximately 5% of England's total economy while comprising just 3.4% of its population. Our economy comprises world-renowned universities, respected research centres, and leading science parks filled with forward-thinking companies, driving innovation ecosystems that spur new ideas and growth across UK supply chains. Oxford University is a jewel in the UK's global research offer, and our partnerships with Reading University creates value for residents, businesses, and investors through key assets such as the Thames Valley Science Park, which hosts research facilities and archives for the Natural History Museum, British Museum and Kew Gardens. Our region is a globally compelling investment case, with major global companies such as Microsoft, Oracle, Redwood Technologies, Virgin, Vodafone, and Hewlett-Packard located in the UK's Silicon Valley along the M4 corridor, with direct links to London and Heathrow Airport. From the region that gave the world the Oxford–AstraZeneca COVID-19 vaccine, the Ellison Institute of Technology in Oxford is now investing over £10 billion in research and development to facilitate further globally significant advancements in artificial intelligence, robotics, and life

sciences. Major investment in AI infrastructure has been secured across the region, with the second largest concentration of data centres in the world in Slough and the first AI Growth Zone in Culham. We have high-performance manufacturing capabilities along the M40 corridor, exemplified by Plant Oxford, home to BMW Mini, extending into Banbury and the UK Motorsports Valley into the Midlands. We are home to world-famous tourist attractions, from Windsor to the Cotswolds, Oxford, Blenheim Palace and Bicester Village. We are known world-over as a great place to visit, live, innovate and invest. Our investment proposition is already backed by Government, with continued global promotion of the Oxford-Cambridge corridor, of which we are a core part, investment in East-West Rail, high-profile support through the Oxford Growth Commission and recent investment in the Cowley branch line.

The industrial composition of the Thames Valley directly aligns with almost all the sector strengths outlined in the Industrial Strategy – our economy is anchored by professional and business services, with notable capabilities in digital technologies, life sciences, advanced manufacturing and a prominent finance sector. The strength of the region's visitor economy not only supports our foundational sectors but also positively impacts our creative industries, especially our growing film and television cluster around Shinfield Studios. Proposed visitor economy investments, including the Puy du Fou Bicester, together with significant heritage landmarks would remain substantial contributors to export growth. Importantly, the Thames Valley demonstrates a strong orientation towards export activities: approximately 48% of the workforce is employed in exporting industries, and 40% hold positions within tradable sectors, both figures exceeding national averages. Exceptional productivity and economic complexity facilitate the dissemination of innovation across key sectors and strengthen supply chains nationwide. Furthermore, growth in GVA and household income in the Thames Valley has surpassed national rates, thereby improving local living standards and contributing positively to Exchequer revenues.

### **Signs of risk and stagnation**

Despite the Thames Valley's underlying strength, the region has not re-established its pre-pandemic growth path. Post-Covid productivity indicators show mixed fortunes, even as the UK aggregate edged up through 2023, evidence that recovery here has been shallower than the national trend. If the region were to return to the pre-pandemic growth trajectory from 2027 onwards the Thames Valley economy would be up to £18.7bn a year larger by 2040. This matters for residents: a weaker trajectory means fewer high-value job opportunities and slower wage progression than would otherwise have been the case. Slower growth in the Thames Valley reverberates through national supply chains and weakens spillovers to other regions, putting at risk delivery of the Industrial Strategy's IS-8 ambitions on productivity, exports and business investment. It limits the pace at which discoveries are commercialised, dampens the pipeline of high-value FDI into the UK, and slows diffusion of technologies across the wider economy. Crucially, restoring the Thames Valley's growth trajectory would result in an estimated £7 billion increase in tax revenue contributions from residents and

businesses, directly strengthening the Government's ability to fund essential services and invest in long-term national priorities.<sup>1</sup>

### **Scale and agglomeration to drive growth**

To address these risks and realise our full economic potential, we need to leverage our potential for scale and agglomeration across our economic geographies. While each authorities' economy is individually strong, travel-to-work analysis reveals largely self-contained labour markets with currently limited cross-boundary matching and knowledge transfer across the region. In this current fragmentation lies a clear opportunity: given the region's complementary sector strengths the absence of integrated governance and coordinated connectivity means the Thames Valley is under-leveraging innovation adoption and diffusion and the opportunity to create a more unified labour market to scale economic growth.

### **Establishing an MSA with a growth mission at its core**

We propose the establishment of a Thames Valley Mayoral Strategic Authority (MSA) as a decisive step towards realising inclusive growth across our region. By harnessing devolved powers, the MSA will transform thriving yet separate labour markets into a unified innovation economy, ensuring that prosperity is accessible to all communities. Through the implementation of a Local Growth Plan, we can extend and enhance the efforts of the Oxford Growth Commission to systematically address housing quantity, quality, and affordability across the Thames Valley, one of the key constraints on inclusive growth and a key driver of deprivation. MSA powers would enable accelerated delivery of affordable and social homes, around employment hubs. Integrated multi-modal, low carbon transport solutions could be expanded and expedited along the M4/M40 corridors, into Heathrow and across the Ox-Cam corridor, and critical investment in digital, water and energy infrastructure facilitated, strengthening connections between urban and rural residents and key economic growth nodes, and beyond. This infrastructure delivery would align with targeted skills and employment initiatives, developed with spatial awareness of our IS-8 strengths and a commitment to tackling deprivation and untapped potential within our communities. Enhanced collaboration and coordination enabled by the MSA would also position the region to more effectively address environmental priorities, including climate change and biodiversity.

Collectively, these measures would result in improved job opportunities, reduced commute times, and provide greater access to affordable housing for residents, supported by an aligned skills programme and transport system that matches talent to opportunity. For the UK, it means the Thames Valley driving national growth through faster innovation, stronger exports, and a bigger boost to the public purse.

We recognise the highly interconnected nature of the Thames Valley, with London, across the Ox-Cam Corridor and into the Midlands. A Thames Valley MSA will be a strategic

---

<sup>1</sup> This estimate is based off the ratio of GDP to national taxation (UK taxation as 37% of GDP) established by [Institute for Fiscal Studies](#) research

platform from which to go further and faster on pan-regional collaboration with our neighbours, including working on joint projects, spatial development and investment to drive wider economic growth. We are determined to use our Thames Valley partnership to further capitalise on economic scale and complementarity and compete across the globe.

If granted MSA status, the Thames Valley would be a fundamentally different kind of strategic authority – the largest by GVA outside of London, the MSA will be focused on unlocking constraints on an already high-performing economy so that all areas of the Thames Valley, and indeed beyond, benefit. We are therefore actively exploring innovative approaches to securing private investment and financing. Work is already underway to develop robust and viable propositions that match the scale and ambition for a Thames Valley MSA, and we look forward to working with Government to shape this more sustainable growth financing model.

### **Next steps**

A Thames Valley MSA would unlock constrained, high-value growth, accelerate innovation diffusion across IS-8 sectors, and strengthen national fiscal headroom. We therefore ask that the Thames Valley be considered for inclusion in the next Devolution Programme, and we would welcome an early meeting to discuss this opportunity. We are ready to work in open dialogue with MHCLG and your officials to implement a new phase of devolution and make the best impact for our businesses, communities, and the country.

This page is intentionally left blank

## **Appendix 2 – Current Combined Authorities**

### **Mayoral Combined Authorities**

- Cambridgeshire and Peterborough
- East Midlands
- Greater Lincolnshire
- Greater Manchester
- Hull and East Yorkshire
- Liverpool City Region
- North East
- South Yorkshire
- Tees Valley
- West of England
- West Midlands
- West Yorkshire
- York and North Yorkshire

### **Combined County Authorities**

- Devon and Torbay
- East Midlands
- Greater Lincolnshire

This page is intentionally left blank

## Appendix 3- Examples of powers and funds devolved to MSAs

<b>Fund/Program</b>	<b>Total Amount Allocated</b>	<b>Period</b>
Devolved Transport Budget	£1.07 billion	2021-2022
Transforming Cities Fund	£1.2 billion (Round 2)	2021-2022
Levelling Up Fund (LUF)	£4.8 billion	2021-2024
Shared Prosperity Fund (SPF)	£2.6 billion	2022-2025
Housing Infrastructure Fund (HIF)	£4.5 billion	2019-2022
Adult Education Budget (AEB)	£1.5 billion	2020-2021
Specific Regional Projects	Varies	2017-2022

This page is intentionally left blank

---

## Public Protection Partnership Shared Service Agreement

---

<b>Committee considering report:</b>	Council
<b>Date of Committee:</b>	27 November 2025
<b>Portfolio Member:</b>	Councillor Tom McCann
<b>Date Portfolio Member agreed report:</b>	23 October 2025
<b>Report Author:</b>	Sean Murphy
<b>Forward Plan Ref:</b>	C4760

---

### 1 Purpose of the Report

- 1.1 The Public Protection Partnership Service was subjected to a peer review which concluded earlier in the year. In line with the negotiations on the recommendations of the review, a report seeking authorisation for West Berkshire Council to enter into a new three authority shared service agreement with Bracknell Forest Council and Wokingham Borough Council until the 31 March 2029 was agreed at Executive on the 6 November 2025.
- 1.2 This report seeks authority to make the associated changes to the Constitution to allow Wokingham Borough Council to rejoin the governance arrangements at a member level. It also seeks delegation of Council Functions undertaken by the Public Protection Service to the Joint Public Protection Committee until 31 March 2029.

### 2 Recommendations

That Council notes:

- 2.1 The decision taken by the Executive to enter into a new shared service agreement with Bracknell Forest Council and Wokingham Borough Council until the 31 March 2029 including the terms set out in this report and to extend the delegation of the Executive functions to the Joint Public Protection Committee.
- 2.2 That the agreement includes an exit clause based on a minimum of twelve months' notice to give effect to leaving the agreement on the 31 March in any given year.
- 2.3 West Berkshire Council continues to be the host authority to avoid significant short-term disruption.

**Public Protection Partnership Shared Service Agreement**

- 2.4 That the Service Lead for Public Protection in conjunction with the Service Lead for Legal and Democratic Services be authorised to enter into this agreement on behalf of West Berkshire Council.
- 2.5 That Council APPROVES the following recommendations following the peer review:
  - a) That West Berkshire Council extends the delegation of its Council public protection related functions to the Joint Public Protection Committee until the 31 March 2029.
  - b) Wokingham Borough Council becomes a full Member of the Joint Public Protection Committee and all other governance arrangements and that the terms be based on those set out in the original shared service agreement of the 6th January 2017.
  - c) The Terms of Reference and relevant sections of the Constitution (Part 3.1 Appendix JPPC and Part 6.5 Council Bodies Rules) be amended to reflect the revised Governance arrangements set out in the recommendation above.

**3 Implications and Impact Assessment**

Implication	Commentary
<p><b>Financial:</b></p>	<p>The agreements will be amended within existing budgets and there are no budgetary implications associated with the production of this report.</p> <p>The peer review team concluded that the Service is focussed and effective in providing statutory regulatory services to protect residents. It also concluded that as a shared service it is delivering efficiencies and greater service resilience than individual authorities would be able to achieve.</p> <p>The critical mass delivered by the shared service allows for it to access significant amounts of grant funding (currently around £400K per annum) as well as share cost bases with other authorities outside of the PPP e.g. financial investigation work, complex investigations, case management functions and other specialist functions such as animal feeding stuffs.</p> <p>In addition to the potential loss of grant funding it is estimated that an injection of around £250K would be needed to re-instate a stand-alone in-house service if operational capacity were not to be lost. This includes management costs of around £200K (including re-instating the Service Lead role), ICT costs and other licensing costs of around £50K.</p>
<p><b>Human Resource:</b></p>	<p>This report was drafted within existing resources. Support is being sought from colleagues in the legal team to draft the revised inter authority agreements.</p>

**Public Protection Partnership Shared Service Agreement**

	<p>West Berkshire will remain the employing and administrative authority under the proposals.</p> <p>A decision to disaggregate the service would require a protracted HR process including full consultation with staff followed by TUPE transfer to individual partner authorities. The disruption will inevitably lead to the loss of some staff through retirement or seeking alternative roles. This may exacerbate the resource / skill challenges that will potentially arise from the loss of economies of scale.</p>
<p><b>Legal:</b></p>	<p>The basis of the proposed shared service arrangements are delegations of both Executive and Council functions to a Joint Committee and the basis for employment of the staff is Section 113 of the Local Government Act 1972 which allows a local authority to enter into an agreement with another Council for the placing at the disposal of the latter for the purposes of their functions. This is in line with the existing arrangements.</p> <p>The current Inter Authority Agreement that underpins the service are due to expire in January 2027. The existing 2022 agreement with Wokingham Borough Council ends on the same date. It is proposed that the partner authorities (Bracknell Forest, West Berkshire Council and Wokingham Borough Council) enter into a new three authority agreement until the 31 March 2029. It is proposed that the agreement include an exit clause based on a minimum of twelve months' notice.</p>
<p><b>Risk Management:</b></p>	<p>A full peer review of the service been conducted to provide assurance and confidence around the quality and level of shared service provided to ensure residents are receiving a comprehensive public protection service.</p> <p>There would be the potential for significant financial costs should disaggregation of the service take place at the end of the current agreements in January 2027.</p> <p>In addition, a decision to disaggregate the service would require a protracted HR process including full consultation with staff followed by TUPE transfer to individual partner authorities. The disruption will inevitably lead to the loss of some staff through retirement or seeking alternative roles. This may exacerbate the resource / skill challenges that will potentially arise from the loss of economies of scale.</p>
<p><b>Property:</b></p>	<p>There is no property implications associated with this report. The Service will continue to operate out of the Theale Gateway Office as well the office buildings of the partner authorities.</p>

**Public Protection Partnership Shared Service Agreement**

<b>Policy:</b>	There are no direct policy implications arising from this report.			
	<b>Positive</b>	<b>Neutral</b>	<b>Negative</b>	<b>Commentary</b>
<b>Equalities Impact:</b>				
<b>A</b> Are there any aspects of the proposed decision, including how it is delivered or accessed, that could impact on inequality?		✓		Full EQiA was conducted when shared arrangements/contract was entered into in 2017 and remains valid.
<b>B</b> Will the proposed decision have an impact upon the lives of people with protected characteristics, including employees and service users?		✓		See above
<b>Environmental Impact:</b>		✓		This decision will not have any direct environmental impact.
<b>Health Impact:</b>		✓		This decision will not have any direct health impact.
<b>ICT Impact:</b>		✓		There are no IT implications associated with this report.
<b>Digital Services Impact:</b>		✓		There are no digital services impacts associated with this decision albeit that the online iteration of the Constitution will need updating should full Council approve the changes to it.

<b>Council Priorities:</b>	<b>Strategy</b>	✓			Services we are proud of by continuing to support our customers through ongoing delivery of the Public Protection Partnership Service Plans.
<b>Core Business:</b>			✓		There will be no changes to the way services are delivered to our customers under the new agreements.
<b>Data Impact:</b>					The proposal will not have any impact on our data subjects.
<b>Consultation and Engagement:</b>	<b>and</b>	<p>Variations of this report have been considered and agreed by the Cabinet/Executive in <a href="#">Bracknell Forest</a>, <a href="#">West Berkshire</a> and <a href="#">Wokingham Borough</a> Councils.</p> <p>Further iterations will be considered at Full Council by Bracknell Forest Council on the 26 November 2025 and Wokingham Borough Council on the 27 November 2025.</p> <p>All Members of all three authorities and all PPP staff were consulted during the peer review.</p>			

## 4 Executive Summary

- 4.1 The Public Protection Partnership (PPP) is a shared service delivering Environmental Health, Licensing and Trading Standards functions on behalf of two authorities (Partners), Bracknell Forest Council and West Berkshire Council. It also currently shares a range of services with Wokingham Borough Council including trading standards, financial investigations, intelligence functions, animal health and welfare and case management work and the technical delivery of air quality monitoring and reporting.
- 4.2 The Service is currently underpinned by two Inter Authority Agreements (IAAs), one with Bracknell Forest Council and a separate agreement signed in 2022 with Wokingham Borough Council. The current agreements are due to expire in January 2027. The IAAs require a review of the Service prior to the end date for the current agreements. A peer review was therefore conducted between October 2024 and January 2025.
- 4.3 The review team concluded that the Service is focussed and effective in providing statutory regulatory services to protect residents. It also concluded that as a shared service it is delivering efficiencies and greater service resilience than individual authorities would be able to achieve. The review made a series of recommendations for all three partner authorities (Bracknell Forest, West Berkshire, and Wokingham Borough Councils) to consider including renewing the current agreements.

## Public Protection Partnership Shared Service Agreement

- 4.4 Due to the ongoing uncertainties arising from local government reorganisation, it is proposed to effectively extend the current arrangements until March 2029 rather than the ten years proposed by the review team.
- 4.5 In line with the recommendations of the review, a report was taken to the 06 November 2025 Executive meeting seeking authorisation for West Berkshire Council to enter into a new three authority shared service agreement with Bracknell Forest Council and Wokingham Borough Council until the 31 March 2029 and that Wokingham Borough Council becomes a full Member of the Joint Public Protection Committee and all other governance arrangements. All recommendations were agreed at the Executive meeting.
- 4.6 As the Joint Public Protection Committee carries out a combination of Executive and Non-Executive functions the decision to delegate functions must be considered by both Council and the Executive and each must separately resolve to delegate their functions to the JPPC.
- 4.7 There are some functions of the Council and Executive that will not be delegated to the JPPC. These include setting of fees and charges, determining any revenue and capital budget allocation for the provision of the service and all licensing function. Whilst all decisions and oversight relating to environmental health and trading standards are overseen by the Joint Public Protection Committee (JPPC), each partner authority retains its individual Licensing Committee and sets licensing related policy and monitors performance.
- 4.8 West Berkshire Council's Constitution requires any changes to the Constitution be referred to full Council for approval. The proposed re-admittance of Wokingham Borough Council to the JPPC will require amendments to Part 3.1 Appendix JPPC and Part 6.5 Council Bodies Rules.

## 5 Supporting Information

### Introduction

- 5.1 The Public Protection Partnership (PPP) is a shared service delivering Environmental Health, Licensing and Trading Standards functions on behalf of two authorities (Partners), Bracknell Forest Council and West Berkshire Council.
- 5.2 It also currently shares a range of services with Wokingham Borough Council including trading standards, financial investigations, intelligence functions, specialist litigation, animal health and welfare and case management work and the technical delivery of air quality monitoring and reporting.
- 5.3 The vision of the Service is to protect and support residents and legitimate businesses through the successful use of information and intelligence, delivering safe and healthy neighbourhoods. The nature of the shared service means that it has greater resilience and robustness to cope with unforeseen challenges such as disease outbreaks or large-scale investigations.
- 5.4 West Berkshire Council signed up to the current shared service agreement in [January 2017](#) and since that time the shared service arrangement has served its residents well

## Public Protection Partnership Shared Service Agreement

and the Service has become well established within this Council and within the partner authorities. It has met all the aims of the [original business case](#) including significant cost savings, resilience, critical mass and the ability to develop specialisms. There are parts of the Service, particularly around trading standards, investigations, case management, and specialisms such as financial investigations that simply would not ever be viable to deliver at single unitary authority level. Beyond this the whole of the Service has benefited from critical mass.

- 5.5 The 2017 arrangements changed in 2022 when Wokingham Borough Council left the original agreement and the Committee governance arrangements. They did however enter into a new shared service arrangement for those functions set out above. The basis of the arrangement was delegation of the operational functions to the service management and oversight of the delivery through the Joint Management Board (an Officer group) on which they remained.
- 5.6 The Inter Authority Agreements that underpin the Service require a review of the Service prior to the end date for the current agreements. The IAAs also set out timeframes for the disaggregation of the Service should any of the partner authorities decide not to recommission the current services.
- 5.7 The existing shared service arrangements are due to end on the 8th January 2027. Additionally, the 2022 agreement between Wokingham Borough and the Partnership for the commissioned services ends on the same day.

### Peer Review

- 5.8 A peer review of the existing Public Protect Partnership arrangements was undertaken between October 2024 and January 2025. The review team concluded that the current Service is focussed and effective in providing statutory regulatory services to protect residents. It also concluded that as a shared service it is delivering efficiencies and greater service resilience than individual authorities would be able to achieve. The review made a series of recommendations for all three partner authorities (Bracknell Forest, West Berkshire, and Wokingham Borough Councils) to consider. A full summary of the findings of the review can be found here: [Peer Review Recommendations](#)
- 5.9 The headline finding from the review was that the shared service arrangements had met the original business case outcomes including resilience, reduction in overhead costs, greater access to develop expertise and economies of scale. The review praised the policy framework that sat around the service and how, notably, it had evaluated and identified the priority areas through its Strategic Assessment.
- 5.10 In terms of areas for improvement the team suggested that Wokingham Borough Council should be permitted to rejoin the governance arrangements at member level and Wokingham Borough Council agreed to do so at their 16 October 2025 Executive meeting. The review also recommended that until such time Wokingham members should be able to attend JPPC and contribute to issues for services that it shares with the other two councils. Which they have been doing.
- 5.11 This Service is currently governed through a Joint Management Board attended by nominated Lead Officers from each of the Partner Authorities (Bracknell Forest, West Berkshire, and Wokingham Borough Councils) as well as officers from the PPP.

## **Public Protection Partnership Shared Service Agreement**

- 5.12 The Joint Public Protection Committee was established to oversee the strategic leadership of the PPP, and it currently comprises three members from Bracknell Forest Council and three from West Berkshire Council. West Berkshire Council is the host authority for the PPP, and it is therefore governed under the host authority's constitution and meeting procedures.
- 5.13 The review made a series of recommendations for the partner authorities to consider most notably that in light of its findings, the partner Councils should seek to enter into a new three-way agreement incorporating the revised governance arrangements for a period of ten years.
- 5.14 However, during the course of the review the government announced its proposals for devolution and local government reorganisation. West Berkshire Council have now agreed to submit the 'Ridgeway' proposal to government to merge with two Oxfordshire District Councils.
- 5.15 Given the uncertainty caused by local government reorganisation the partners, whilst acknowledging that a ten-year agreement is desirable considered that there is too much uncertainty at this time to enter into such an agreement. This left two feasible alternatives. The first being that the shared service arrangements end on the expiry of the current agreements (January 2027). The second proposal is that the partner councils seek to enter into an agreement for a shorter term with an option to extend and the insertion of appropriate exit clauses to deal with any eventuality. After a series of discussions led by the Service Lead the preferred position of all three Councils is to sign a new agreement until the 31 March 2029 which allows for a much clearer picture to emerge.
- 5.16 The Cabinet/Executive at both Bracknell Forest Council and Wokingham Borough Council have considered and agreed to enter into a new three authority agreement until the 31 March 2029. They have also agreed that the partners should not wait for the expiry of the existing agreements but enter the new arrangement as soon as practically possible.
- 5.17 All three councils will also be considering elements of the proposal at their full Council meetings on the 26 (Bracknell Forest) and 27 (Wokingham Borough) November 2025. If agreed Wokingham will rejoin the Committee at the December meeting of the Joint Public Protection Committee.

### **Proposed Governance Arrangements**

- 5.18 The basis of the governance arrangements will be that each Executive and each Council will delegate their public protection functions to the Joint Public Protection Committee. The Committee will then have full responsibility for setting priorities, overseeing policy development, and holding the service to account for performance including financial performance. There will also be a Joint Management Board consisting of a Senior Manager from each partner authority who will be responsible for ensuring the direction set by the Committee is implemented. Finally, there will be the service management team who will oversee the day-to-day operational delivery of the service and through whom all staff engaged on service delivery will be accountable to the Board and the Committee.

## Public Protection Partnership Shared Service Agreement

- 5.19 Arrangements of this type inevitably mean that ownership for policy setting, and oversight is shared, and each authority will have their own arrangements for ensuring oversight of the service from a corporate perspective.
- 5.20 It is also proposed that the terms of reference of the Joint Public Protection Committee, and the associated sections of the Constitution (Part 3.1 Appendix JPPC and Part 6.5 Council Bodies Rules) be amended as follows to amend the Membership of the Committee:

### Membership

The JPPC shall comprise of ~~six~~ **nine** [insert] Members, three from each of Bracknell Forest Council, West Berkshire District Council **and Wokingham Borough Council** [insert] as follows:

- 4.1.1 The Executive/Cabinet Member with responsibility for Public Protection Services (appointed by the Leader of the respective council).
- 4.1.2 Two additional Members (appointed by each Council at its respective Annual Meeting or in the event of a vacancy) reflecting the political balance of the individual Council.

### Chairman and Vice-Chairman

The JPPC shall appoint one of its Members to be Chairman **and one to be Vice Chairman** of the JPPC on an annual basis (or in the event of a vacancy) **at the first meeting of the Municipal Year**. ~~who shall continue in office until their successor becomes entitled to act.~~

~~The Chairmanship and Vice-Chairmanship of the JPPC shall rotate between the Councils on an annual basis, with each post being held by a different Council.~~

[insert]

### Quorum

The quorum of a Meeting shall be ~~two~~ **three** [insert].

At least one Executive Member from each Council must be present for the meeting to be quorate.

- 5.21 The functions of the Council and Executive that will not be delegated to the Committee include setting of fees and charges, determining any revenue and capital budget allocation for the provision of the service and all licensing functions. The latter will remain Council functions discharged through the Licensing Committee.

### Proposals

- 5.22 It is therefore proposed that the Council considers the recommendations as set out in Section 2 of this report. These include entering into a new three authority agreement with Bracknell Forest Council and Wokingham Borough Council until the 31 March 2029

and agreeing the necessary Constitutional changes to facilitate Wokingham Borough Council rejoining the governance arrangements at a member level.

### 6 Other options considered

- 6.1 Not to renew the partnership. This was discounted by the Executive/Cabinet in all three authorities given the efficiencies and greater service resilience resulting from being in the partnership.
- 6.2 The savings from shared services arise from sharing the costs of management as well as systems such as ICT and subscriptions such as legal subscriptions etc. In addition, the critical mass that the shared service provides allows for it to access significant amounts of grant funding (currently around £400K per annum) as well as share cost bases with other authorities outside of the PPP e.g. financial investigation work, complex investigations, case management functions and other specialist functions such as animal feeding stuffs.
- 6.3 It is estimated that an injection of around £250-£300K would be needed to re-instate a stand-alone in-house service if operational capacity were not to be lost. This includes management costs of around £200K (including re-instating the Service Lead role), ICT costs and other licensing costs or around £50K and then lost grant income would need to be factored in. There will also likely be capital / project costs associated with system and data migration and set up, and revenue programme costs associated with managing the disaggregation. More importantly all of the benefits arising from the original business case would be lost.
- 6.4 In addition, a decision to disaggregate the service would require a protracted HR process including full consultation with staff followed by TUPE transfer to individual partner authorities. The disruption will inevitably lead to the loss of some staff through retirement or seeking alternative roles. This may exacerbate the resource / skill challenges that will potentially arise from the loss of economies of scale. The timing of this extension allows for a much clearer picture and set of options to emerge.

### 7 Conclusion

- 7.1 The Peer Review concluded that the PPP has and continues to be “effective in providing statutory regulatory services to protect residents whilst also delivering efficiencies and greater service resilience. The service has also been successful in securing significant income from both external and internal partners to protect both residents and local businesses. The service is performing well and delivering high quality outcomes for residents and business across the three partner councils.
- 7.2 Members across all three councils that participated in peer review survey recognised “the importance of the service and appreciate how it affects the lives of residents whilst also supporting local council priorities.”
- 7.3 The review also established that “There was no desire from any partner to withdraw any services from the partnership and indeed there was a recognition that withdrawal and working independently would increase costs, reduce available expertise and undermine service resilience.”

## Public Protection Partnership Shared Service Agreement

- 7.4 There are significant efficiencies to be gained from sharing management costs which allow for more resource to be focussed on operational delivery. There are also the non-financial tangible benefits that the Peer Review identified had been delivered including critical mass, flexibility, expertise, focus and non-staffing related cost effectiveness e.g. IT contracts and subscriptions etc.
- 7.5 There is also the ability to attract large amounts of grant funding that an individual authority may be unable to do. The alternate to this arrangement is disaggregation that could come at significant cost and instability. Previous experience from the 2022 disaggregation indicates the short terms costs could be significant, and recurring costs could be in the order of £250K if current levels of operational delivery are to be maintained. It could also mean staff are subject to two reorganisations under two years.
- 7.6 It is therefore proposed that the recommendations as set out in Section 2 be adopted and the governance arrangements will be those outlined in 5.20 to 5.21 above.
- 7.6 Should these proposals be approved Council will be asked to extend the delegations of its functions to the Joint Public Protection Committee until 31 March 2029 and to agree any associated changes to the constitution.

## 8 Appendices

None

---

### Background Papers:

[Peer Review Recommendations](#)

[PPP Strategic Assessment 2024-27](#)

[14 October 2025 Report to Bracknell Forest Council Cabinet Meeting](#)

[16 October 2025 Report to Wokingham Borough Council Executive Meeting](#)

[06 November 2025 Report to West Berkshire Council Executive Meeting](#)

**Subject to Call-In:** Yes:  No:

- The item is due to be referred to Council for final approval.
- Delays in implementation could have serious financial implications for the Council.
- Delays in implementation could compromise the Council's position.
- Considered or reviewed by one of the Council's Scrutiny Committees or associated Task Groups within the preceding six months.
- Item is Urgent Key Decision
- Report is to note only
-

**Wards affected:** All

**Officer details:**

Name: Sean Murphy  
Job Title: Service Lead: Public Protection  
Tel No: 01635 519840  
E-mail: sean.murphy@westberks.gov.uk

---

# Constitution changes to Part 8: Contract Rules and Part 13 Appendix D

<b>Committee considering report:</b>	Council
<b>Date of Committee:</b>	27 November 2025
<b>Portfolio Member:</b>	Councillor Jeff Brooks
<b>Date Portfolio Member agreed report:</b>	14 October 2025
<b>Report Author:</b>	Nicola Thomas
<b>Forward Plan Ref:</b>	C4748

## 1 Purpose of the Report

- 1.1 The purpose of this report is to update Council regarding the work undertaken by the Constitution Review Task Group (“CRTG”), and to seek approval of the proposed Constitutional updates detailed in this report and subsequent implementation.
- 1.2 The completion of the Constitution review is an important part of the overall good governance of the Council and has been highlighted as an area to complete in the Annual Governance Statement.

## 2 Recommendations

- 2.1 It is proposed that the following amendments are considered and approved:
  - (a) Part 8 Contract Rules to take effect on 1 April 2026
  - (b) Part 13 Appendix D Protocol for use of ICT Equipment supplied to Members to take immediate effect

## 3 Implications and Impact Assessment

Implication	Commentary
<b>Financial:</b>	There are no direct financial implications from the proposed changes as Budget Holders are still accountable for good transparent decision making and to produce a balanced budget.

**Constitution changes to Part 8: Contract Rules and Part 13 Appendix D**

<p><b>Human Resource:</b></p>	<p>None</p>
<p><b>Legal:</b></p>	<p>The proposals increase the Threshold for full procurement exercises to be conducted by service areas in line with the Procurement Act 2023. Service Directors will need to ensure that appropriate market engagement is undertaken to mitigate any risks relating to obtaining best value for the Council. The service area will continue to ensure that sufficient budget is available for any contract that is entered into. The new Threshold will also represent the point at which the legal team will provide specific advice and/or drafting on legal terms and conditions. Standard terms and conditions and guidance for their use will be provided to service areas to reduce any risks associated with less involvement from the legal team.</p>
<p><b>Risk Management:</b></p>	<p>There is a risk that any decision of Council could be challenged. Having clear rules governing the manner in which financial decisions will be conducted should reduce the risk of challenges being successful.</p> <p>The increase of the Threshold at which decisions are made presents a risk to ensure Budget Holders are trained and aware of their role and responsibility. It is proposed that the changes are not implemented until 1 April 2026 to enable training and updated internal guidance for Budget Holders to attend and refer.</p>
<p><b>Property:</b></p>	<p>None</p>
<p><b>Policy:</b></p>	<p>Part 8 Constitutional Rules have been updated to reflect the changes implemented with the introduction of Procurement Act 2023</p>

	Positive	Neutral	Negative	Commentary
<b>Equalities Impact:</b>				
<b>A</b> Are there any aspects of the proposed decision, including how it is delivered or accessed, that could impact on inequality?		x		
<b>B</b> Will the proposed decision have an impact upon the lives of people with protected characteristics, including employees and service users?				
<b>Environmental Impact:</b>		x		
<b>Health Impact:</b>		x		
<b>ICT Impact:</b>		x		
<b>Digital Services Impact:</b>		x		
<b>Council Strategy Priorities:</b>		x		
<b>Core Business:</b>	x			It is considered that the recommendations in this report will support the effective administration of Council business and contribute to the good governance of the Council.
<b>Data Impact:</b>		x		

<b>Consultation and Engagement:</b>	Kate Pearson, Service Lead Procurement and Commissioning Dawn Bond, Legal Services Manager Shannon Coleman-Slaughter, Service Director (Finance, Property and Procurement) Section 151 officer Sarah Clarke, Executive Director (Resources) Constitutional Review Task Group
-------------------------------------	--

## 4 Executive Summary

- 4.1 The CRTG was set up in July 2019 to review the entire Constitution to update it and ensure that it remained fit for purpose. Work has been undertaken since this date, with Council approving the last amendments on 29 April 2025 with changes to the Part 6.8 Planning Appendix and to Part 11 Scheme of Delegation.
- 4.2 This report outlines changes proposed to:
- (a) Part 8 – Contract Rules and
  - (b) Part 13 Codes and Protocols- Appendix D Protocol for use of ICT Equipment supplied to Members

## 5 Supporting Information

### Introduction and background

- 5.1 This report is to update Council on the work undertaken by the CRTG in reviewing the Constitution and this report seeks approval to adopt the changes proposed to Part 8 – Contract Rules and Part 13 Codes and Protocols – Appendix D Protocol for use of ICT Equipment supplied to Members.
- 5.2 The CRTG is a working group consisting of the following Members: Councillors Jeff Brooks (Chairman), Martin Colston, Ross Mackinnon, David Marsh and Justin Pemberton.
- 5.3 Active work to review the Constitution has been ongoing in the past year as part of Phase 3. This has required CRTG to meet monthly. The significant contribution of all Members of the CRTG in the formulation of these proposals, and the updating of the Constitution should therefore be noted.
- 5.4 This work has been supported by several officers across the organisation including Democratic Services, Legal, ICT and Procurement and Commissioning teams. Their invaluable contribution to this significant piece of work should also be recognised.
- 5.5 The need to undertake the updates and review of the Constitution is driven by the desire to ensure the document is updated to reflect updated law, more user friendly and

accessible to all and to refine processes. If approved, the Constitution will be published with the updates on-line with full indexing with hyperlinks where appropriate.

### Proposals

- 5.6 **Part 8 – Contract Rules** should be adopted as set out in Appendix A. These changes reflect updates to procedures, policies and the implementation of the Procurement Act 2003
- 5.7 It is proposed that the Threshold for decision making is defined in line with the procurement legislation. This is an increase from **£50,000 to the £179,904** (as at 2025) for contracts for goods and services. The Threshold is dictated by central government and is updated every two years and this will be published on the Commissioning and Procurement intranet page to save updates to the Constitution being required on this minor point.
- 5.8 The Threshold is increasing significantly, but Council should note that these amounts have not been amended in over 10 years. To balance the risk, Budget Holders will be required to complete updated training, so they are familiar with the new Threshold levels and understand their role and responsibilities. In addition, updated guidance will be added to the Commissioning and Procurement intranet and individual Officers are on hand to assist where needed.
- 5.9 **Part 13 Codes and Protocols- Appendix D Protocol for use of ICT Equipment supplied to Members** has been updated to reflect the present position and removal of individual officers names. These will be added to the Member's intranet page for ease of access and to ensure they remain relevant.
- 5.10 In line with previous agreed amendments, the updated sections shall have hyperlinks to the Glossary of Terms and when referenced, links to the relevant section of the Constitution for ease of use.

## 6 Other options considered

- 6.1 Not making any changes to the current Constitution. This option was rejected as the Council must keep the Constitution under review and it is suggested that changes will enable more agility in procurement exercises and thus support both effective use of resources while maintaining good governance. The procedures by which the Council is operating will be easier to understand, which will improve transparency and openness and remain in line with our Statutory Obligations.

The website presently publishes the Constitution in Parts with a separate search function. Not making any changes still enables access to the document but both Members and the public have reported difficulties in accessing and searching the document in its current format.

## 7 Conclusion

- 7.1 The continued dedication and valuable contribution of the CRTG and Officers to the review of the Constitution is noted. It is considered important that Council support the proposals detailed to ensure that the Constitution reflects the up to date statutory

## Constitution changes to Part 8: Contract Rules and Part 13 Appendix D

position, improves ease of understanding and use. This supports the Council's obligations concerning financial planning and transparency of decision making.

7.2 It is therefore recommended that Council approve the proposals as detailed in paragraph 2 of this report.

## 8 Appendices

8.1 Appendix A – Part 8 – Contract Rules

8.2 Appendix B – Part 13 Codes and Protocols - Appendix D Protocol for use of ICT Equipment supplied to Members

---

### Subject to Call-In:

Yes:  No:

The item is due to be referred to Council for final approval	<input checked="" type="checkbox"/>
Delays in implementation could have serious financial implications for the Council	<input type="checkbox"/>
Delays in implementation could compromise the Council's position	<input type="checkbox"/>
Considered or reviewed by one of the Council's Scrutiny Committees or associated Task Groups within the preceding six months	<input type="checkbox"/>
Item is Urgent Key Decision	<input type="checkbox"/>
Report is to note only	<input type="checkbox"/>

### Wards affected:

District wide

### Officer details:

Name: Nicola Thomas  
Job Title: Service Lead, Legal and Democratic Services  
E-mail: Nicola.thomas1@westberks.gov.uk

---

## Part []

### Contract Rules

#### 1 Introduction

1.1 S.135, LGA 1972 (“**s.135**”) includes as follows:

- (1) “A local authority may make standing orders with respect to the making of contracts by them or on their behalf”;
- (2) “A local authority shall make standing orders with respect to the making by them or on their behalf of contracts for the supply of goods or materials or for the execution of works”.

1.2 These Contract Rules (“**Rules**”) are the Council’s Contract Standing Orders made in accordance with s.135.

1.3 The Procurement Legislation (“**the Procurement Legislation**”) referred to in these Rules include (but are not limited to) the following:

- Public Contract Regulations 2006 (PCR2006)
- Public Contract Regulations 2015 (PCR2015)
- Procurement Act 2023 (PA2023)
- Procurement Regulations 2024 and Guidance issued by the Cabinet Office

1.4 “Threshold” refers to the relevant financial thresholds relating to Goods & Services, Works, Concession contracts and Light Touch contracts as set out in the applicable Procurement Legislation and published on the Procurement Intranet page, as amended from time to time.

1.5 You are procuring something when you are initiating or carrying out the process of acquiring goods, services or works from an external source.

This includes, but is not limited to:

- Requesting quotes or tenders from suppliers or contractors.
- Raising a purchase order or contract.
- Engaging in negotiations with vendors for pricing or terms.
- Committing funds for the acquisition of goods or services.
- Receiving and accepting goods or services in exchange for payment.

In essence, if you are taking steps that lead to the commitment of public funds to obtain something from outside the organisation, you are procuring.

1.6 You are entering a contract whenever you make a formal agreement—written or verbal—that commits the council to receive goods, services, or works from an external provider in exchange for payment or other value.

This includes:

- Signing a contract or agreement with a supplier or contractor.
- Accepting terms and conditions (including online or email confirmations).
- Issuing a purchase order that is accepted by a supplier.
- Agreeing to a quote or proposal that results in a commitment to pay.

- 1.6.1 Renewing or extending an existing contract.
- 1.6.2 Providing funding or a grant to an external organisation.

## 2 Purpose of the Rules

- 2.1 These Rules do not provide guidelines on the best way to purchase works, supplies and services but, rather, they set out minimum requirements to be followed.
- 2.2 These Rules provide a structure within which procurement decisions are made and implemented to ensure that the Council furthers its corporate objectives in an efficient manner leading to procurement of quality supplies, services and works.
- 2.3 These Rules protect the legal position of the Council in respect of compliance with the law and in its contractual dealings with external suppliers and contractors. They protect the interests of Members, Officers and the citizens of West Berkshire.

## 3 Application

- 3.1 These Rules apply to:
  - 3.1.1 purchases by or on behalf of the Council of works, supplies and services;
  - 3.1.2 all contracts including (but not limited to) purchase orders, consultancy agreements, service level agreements, software licences, concessions and contractual arrangements entered into by or on behalf of the Council, except for contracts and purchasing methods expressly excluded under Procurement Legislation.
- 3.2 The Monitoring Officer (or any officer nominated by the Monitoring Officer for the purpose) shall be responsible for interpreting these Rules.
- 3.3 If a Governing Body of a school under the control of the Council as Local Education Authority intends to enter into a contract for works, supplies or services, the Headteacher or such persons delegated for the purpose by them must follow these Rules.
- 3.4 Every purchase, contract or official order for works, supplies or services made by the Council shall be for the purpose of implementing the Council's policies and must be made in accordance with the Council's duties of Best Value, Equality, Sustainable Commissioning and its Social Value Policy.
- 3.5 When proposing to procure or make arrangements for procuring a service contract where the estimated value exceeds the Threshold for Goods & Services, consideration must be given as to how the procurement or contract might improve the economic, social and environmental wellbeing of West Berkshire, as required by the Public Services (Social Value) Act 2012, and the Council's Social Value Policy.
- 3.6 Annexed are Appendices comprising Tables referred to.

## 4 Authority

- 4.1 All contracts must be in accordance with a decision:
  - 4.1.1 of the Council; or
  - 4.1.2 of the Executive; or
  - 4.1.3 within the Council's Scheme of Delegation by:
    - 4.1.3.1 an Executive Decision Maker;
    - 4.1.3.2 a Council Committee or Sub-Committee; or

- 4.1.3.3 an officer or their delegate for the purpose.
- 4.2 No contract shall be entered into unless it is in accordance with an existing budgetary provision within the Budget approved by the Council.
- 4.3 Any contract award with a value over £500,000 is a **Key Decision** of the Council.
- 4.4 Where a Service Director does not have delegated authority to enter into a contract, approval in accordance with Appendix A is required before the contract can be awarded.

## 5 Transparency obligations

- 5.1 Local authorities in England have an obligation to publish details of their spending and procurement activities to promote openness, accountability, and public trust. Under the Local Government Transparency Code 2015, councils must publish:
  - 5.1.1 Expenditure exceeding £500, including payments to suppliers and contractors.
  - 5.2 Details of every invitation to tender for contracts to provide goods and/or services with a value that exceeds £5,000.
- 5.2.1 A register of contracts, including those in progress and those awarded, with key information such as the contract value, duration and supplier.
- 5.3 Service areas are therefore responsible for reporting contract information to the relevant board on a monthly basis in a format as required by Procurement Legislation.

## 6 Buying / procuring / obtaining goods, services and works

### Preliminaries

- 6.1 It is the responsibility of the Chief Executive, Executive Directors, Service Directors, and Budget Holders to ensure all purchases of supplies and services and works comply with:
  - 6.1.1 all relevant statutory requirements;
  - 6.1.2 the relevant Procurement Legislation;
  - 6.1.3 the Council Constitution including these Rules, the Financial Rules and Scheme of Delegation;
  - 6.1.4 any code, guidance or conditions approved by the Governance Committee and/or the Executive and/or the Council and/or the Health and Wellbeing Board to the exercise of powers delegated by them;
  - 6.1.5 any conditions attached by the Executive or the Council to the exercise of powers delegated by them;
  - 6.1.6 the guidance and updates (available from time to time) on the Legal and/or Procurement intranet pages (to include Consultancy Guides) and other policies and procedures of the Council as appropriate.
- 6.2 In the event of conflict between the above, the Procurement Legislation will take precedence, followed by the requirements detailed in 6.1.6 above.
- 6.3 A procurement process which is compliant with Contract Rules may include running a Request for Quote (RFQ) for below Threshold procurements, running an Invitation to Tender (ITT) for above Threshold contracts or using a Further Competition through a compliant Framework Agreement for both above and below Threshold contracts.

## Financial Thresholds & Procedures

- 6.4 Officers undertaking procurement are responsible for ensuring that all persons awarded contracts for the supplies, services or works to the Council meet the Council's minimum standards of suitability, capability, legal status and financial standing.
- 6.5 The financial value thresholds at which processes become mandatory are published on the Procurement intranet page.
- 6.6 It should be noted that whilst most procurements will now be undertaken in accordance with PA2023, due to the transitional arrangements of PA2023, the PCR 2015 will continue to apply to some procurement exercises. The procurement team will advise on the applicable legislation to your procurement.

## Advertising

- 6.7 There is a general presumption in favour of competition.
- 6.8 All contract opportunities being advertised by the relevant Service Director should be done so electronically on the Council's Procurement Portal to ensure that such opportunities also appear on the Central Digital Platform (CDP) database.
- 6.9 For opportunities relating to works, services and supplies which fall below the relevant Threshold, a UK Government Certified national database can be used to select tenderers.
- 6.10 All contract opportunities which are above the relevant Procurement Legislation thresholds must be advertised on the CDP database (a web-based portal provided by the Cabinet Office) prior to such advertisement appearing on any other advertising medium (such as a trade journal etc). However, where a Further Competition is undertaken via a compliant Framework Agreement, an invitation will be sent to those providers on the Framework only and no further advertisement will be required.
- 6.11 Where the contract is of potential cross border interest then it must be publicised to ensure that tenderers from other member states have an opportunity to participate and the process is conducted in a fair and transparent manner.
- 6.12 Where a contract is above the relevant Procurement Legislation financial threshold there are two main types of procedure available under PA2023:
- Open Procedure; and
  - Competitive Flexible Procedure.
- 6.13 Care must be taken to ensure that the correct and most appropriate procedure is used and advice is sought from the Procurement and Commissioning team and Legal team as necessary on the choice and use of procedures detailed in the Procurement Legislation.
- 6.14 CDP notices must be approved and issued by the Service Lead for Procurement and Commissioning or their delegate as appropriate, who will also assist in the conduct of the procurement.

## Contract Value & Aggregation

- 6.15 Total Contract Value is a genuine estimate of the total value over the full potential duration of the contract, not just the initial term. This includes:

- All **planned extensions** (even if optional)
- The **maximum possible duration** and value, even if the contract may be terminated earlier
- The value of any option(s) (e.g. for additional goods/services) in the contract whether these options are taken or not
- Value Added Tax

6.16 There shall be no artificial splitting or disaggregation of a contract to avoid the application of the provisions of the Procurement Legislation and/or these Rules.

6.17 The Procurement Legislation can cover contracts which are initially below the stated relevant Threshold where they constitute repeat purchases and/or purchases of a similar type in a specified period. Officers responsible for such procurement should therefore seek advice on the application of the Procurement Legislation where they envisage that they may be required to make such purchases.

#### Principles and Evaluation

6.18 All tendering procedures (including obtaining quotes), from the planning stage to contract award and execution (seal or signature), shall be undertaken in a manner to ensure:

- sufficient time is given to plan and run the process (this should include any mobilisation or implementation time that is required);
- equal opportunity and fair treatment;
- openness and transparency;
- proportionality;
- probity;
- outcomes that deliver sustainability, efficiency and cost savings (where appropriate).

#### Submission and Opening of Tenders

6.19 An electronic Invitation to Tender shall be issued by the Council for all contracts with an estimated value that is more than the appropriate Threshold and tenders shall be submitted electronically by tenderers via the Council's Procurement Portal.

6.20 The Council Procurement Portal and the Invitation to Tender must specify the format in which an electronic tender is to be submitted by tenderers and such tenders shall be stored in a secure portal account which is locked until the date and time specified for its opening.

6.21 No tender received after the time and date specified for its opening shall be accepted or considered by the Council unless the Monitoring Officer is satisfied that there are exceptional circumstances and the other tenders have not been opened.

6.22 The electronic opening of tenders submitted on the Procurement Portal shall be conducted by a Procurement Officer with an audit record being maintained on the e-tendering system.

6.23 Evaluations of Quotes and Tenders

6.24 All quotes and tenders shall be evaluated in accordance with evaluation criteria notified in advance to those submitting quotes/tenders.

- 6.25 Tenders subject to the provisions of the Procurement Legislation shall be evaluated in accordance with the legislative provisions. Advice from the Procurement team may be sought on the selection and evaluation criteria.
- 6.26 Save in exceptional circumstances approved in advance by the relevant Service Director all contracts shall be awarded on the basis of the quote or tender which is most advantageous and represents best value for money to the Council having regard to the provisions of the Social Value Policy, and not only on the basis of lowest price.

## 7 Exclusions and Exceptions to Contract Rules

### Exclusions

- 7.1 The requirement to conduct a competitive procurement process is excluded in the circumstances detailed in Appendix C.

### Exceptions

- 7.2 Subject to 7.4 the requirement for the Council to conduct a competitive purchasing process, contracts with a value of more than £24,999.99, may be excepted or waived in the following circumstance:
  - 7.2.1 for contracts which are not subject to the relevant Procurement Legislation Rules, the work, supply or service is required as a matter of urgency and a delay would be likely to lead to financial loss, personal injury or damage to property; or
  - 7.2.2 at the discretion of the relevant Executive Director and/or the Chief Executive, acting lawfully, who may proceed in a manner most expedient for the efficient management of the Council with reasons recorded in writing.
- 7.3 Only the Monitoring Officer and/or the S.151 Officer may grant a waiver or an exception to these Rules, subject to exception values and delegation thresholds detailed in these Rules and/or elsewhere in the Constitution. An officer who seeks a waiver of these Rules shall do so only in advance and only in exceptional circumstances.
- 7.4 Exception values and delegations:
  - 7.4.1 for all contracts up to the Threshold, the S.151 Officer must approve the exception;
  - 7.4.2 for contracts above the relevant Threshold and up to £500,000, the S.151 Officer will consult with the Monitoring Officer and the appropriate Executive Director provided and an exception report has been approved by the relevant board unless 7.3 applies and for reasons of urgency such prior approval is not possible in which case a report will be supplied retrospectively;
  - 7.4.3 for contracts over £500,000 the S.151 Officer and the Monitoring Officer will make a recommendation to the Executive provided an exception report has been prepared and approved by the relevant board and Corporate Board.
- 7.5 All exceptions or waivers to these Rules must:
  - 7.5.1 be fully documented;
  - 7.5.2 for any contract where the requirement to hold a competitive process is not excluded by the Procurement Legislation, be subject to a written exception report to be submitted in advance to the relevant board by the relevant Service Director / Head of Service, Service Director or Executive Director (which shall include reasons for the exception or waiver which demonstrate that the exception or waiver is genuinely required);

- 7.5.3 be subject to approval by the S.151 Officer who shall record they have considered the reasons for the waiver and that they are satisfied that the circumstances justifying the waiver are genuinely exceptional (applications for waivers which are a result of poor contract planning will rarely be considered genuinely exceptional);
- 7.5.4 have had relevant approval sought under these Rules.
- 7.6 For contracts subject to the Procurement Legislation, any waiver or an exception from the requirement for competition must meet the conditions set out in the Procurement Legislation in addition to the general requirements above.
- 7.7 The exclusions that apply to the competitive procurement process are set out at Appendix C.

## 8 Purchasing Schemes

- 8.1 A "**Purchasing Scheme**" may include:
  - 8.1.1 contractor prequalification lists/select lists;
  - 8.1.2 framework arrangements (including those set up by authorised central purchasing bodies such as Crown Commercial Services, other contracting authorities and by the Council itself);
  - 8.1.3 Dynamic Purchasing Systems (including those set up by authorised central purchasing bodies such as Crown Commercial Services, other contracting authorities and by the Council itself);
  - 8.1.4 Dynamic Markets (including those set up by authorised central purchasing bodies such as Crown Commercial Services, other contracting authorities and by the Council itself);
  - 8.1.5 consortium purchasing;
  - 8.1.6 collaborative working arrangements;
  - 8.1.7 other similar compliant arrangements.
- 8.2 An officer responsible for a procurement exercise may use a Purchasing Scheme provided that they have sought advice to confirm that:
  - 8.2.1 the Council is legally entitled to use the Purchasing Scheme;
  - 8.2.2 the purchases to be made do properly fall within the coverage of the Purchasing Scheme;
  - 8.2.3 the establishment and operation of the Purchasing Scheme complies with the Procurement Legislation (where such applies) and meets the Council's own requirements.
- 8.3 Where a Purchasing Scheme is used there shall be a whole or partial exemption from the obligations under these Rules in respect of the choice and conduct of procedures. Advice should be sought from Commissioning and Procurement Team prior to entering to such arrangements.

## 9 Reporting Requirements

- 9.1 A written report in accordance with the Procurement Legislation shall be produced by the relevant Service Director for each contract that is awarded which is above the Threshold and subject to the Procurement Legislation (the Procurement Legislation places an obligation on the Council to document, for each procurement, key decisions and steps taken and stages leading to the award of contracts).
- 9.2 This report may be requested by the Cabinet Office and shall be kept for three years.

- 9.3 In addition to the above, the relevant Service Director should document the progress of all procurement procedures (regardless of value) including ensuring sufficient information is kept to justify decisions such as communications with contractors and internal deliberations, preparation of procurement documents, any dialogue and negotiation, selection and award. Such documentation must be kept for three years from the award of the contract.

## 10 Entering into a Contract

- 10.1 There should be written evidence of all purchases (which shall include electronic evidence).
- 10.2 All contracts entered into by the Council as detailed in Appendix B must be in writing in a form approved by the Monitoring Officer or their delegated officer.
- 10.3 Legal Services shall retain all contract documents that are sealed on behalf of the Council.
- 10.4 The relevant Service Director must formally notify the Service Lead for Commissioning and Procurement (or nominated officer) of the award of all contracts for the purpose of it being recorded on the Council Contract Register.
- 10.5 Every contract shall include the standard clauses set out in the relevant Standard Form of Agreement issued and updated from time to time by the Monitoring Officer or their nominated officer and available from Legal Services.
- 10.6 Where a Standard Form of Agreement is to be amended, the form of contract shall be prepared/amended by the relevant Service Director for approval by the Monitoring Officer or their delegated officer.
- 10.7 As a minimum, where appropriate, all contracts shall include clauses setting out:
- 10.7.1 the works, supplies/goods, services, material, matters or things to be carried out or supplied;
- 10.7.2 the time within which the contract is to be performed;
- 10.7.3 the quality requirements and/or standards that must be met;
- 10.7.4 requirements on the contractor to hold and maintain appropriate insurance;
- 10.7.5 the consequences of the contractor failing to comply with contractual obligations in whole or in part;
- 10.7.6 requirements on the contractor to comply with all relevant legislation, including (but not limited to) equalities and health and safety legislation;
- 10.7.7 clauses regarding personal data and its use by the contractor and/or the Council respectively. Service Directors must ensure that a Data Protection Impact Assessment is completed for all contracts to inform such clauses.
- 10.7.8 the entitlement of the Council to cancel the contract and recover losses in the event that the contractor acted improperly (e.g. seeking to influence the Council to give the contractor any contract) or committed an offence under the Bribery Act 2010.
- 10.7.9 payment obligations requiring that:
- 10.7.9.1 any payment due from the Council is made no later than 30 days from the date on which the relevant invoice is regarded as valid and undisputed; and
- 10.7.9.2 any subcontract imposes the same obligations upon the subcontractor, and requires that the subcontractor imposes such obligations in any further subcontract.

- 10.7.10 All contracts shall include relevant specifications and/or briefs/technical requirements which are prepared taking into account the need for effectiveness of delivery, quality, sustainability and efficiency (as appropriate) and the need to be able to enforce the delivery of those requirements.

## 11 Legal Consideration

### Indemnities

- 11.1 No relaxation of full indemnities releasing the Council from all liability whether provided by public liability insurance or other instrument shall be allowed unless authorised in writing by the Monitoring Officer and the S.151 Officer or their nominated officers.

### Risk Assessment & Performance Bond

- 11.2 Where a contract is estimated to exceed £500,000, in value or amount and is for the execution of works (or for the supplies or services by a particular date or series of dates) the relevant Service Director should consider requiring a performance bond (for an amount equal to at least 10% of the value of the contract) from the contractor (to provide sufficient security for the due performance of the contract).
- 11.3 The bond must be in a form approved by Legal Services and must be included in the Invitation to Tender.
- 11.4 If a performance bond is not considered to be necessary, the relevant Service Director must:
- 11.4.1 undertake a risk assessment in writing; and
  - 11.4.2 seek approval from the Service Director for Finance and Property; and
  - 11.4.3 keep a copy of the risk assessment on the contract file for inspection.

### Insurances

- 11.5 Every contract should be assessed for risk. If the risk assessment identifies the need for insurance the Service Director must:
- 11.5.1 in consultation with the Service Director for Finance and Property or nominated officer set adequate levels of insurance cover (including employer's liability, public liability and any other as determined by the needs of the particular contract);
  - 11.5.2 in consultation with the Service Director for Finance and Property or nominated officer ensure that such insurances are held by the contractor and that the policies concerned are up to date (and/or renewed, as necessary, during the relevant period);
  - 11.5.3 in consultation with the Service Director for Finance and Property or nominated officer who must ensure the contractor's status under the Inland Revenue Construction Industry Tax Deduction Scheme (for construction contracts);
  - 11.5.4 in consultation with the Service Director for Finance and Property set an appropriate level of professional indemnity insurance for each specific contract that require professional and/or design services (this should not be a standard level but be assessed on a case by case basis).

### Sealing

- 11.6 The Common Seal of the Council (the "Seal") shall be in the Custody of the Monitoring Officer and kept in a safe place at their discretion.
- 11.7 The Seal may be affixed, physically or electronically, to any document or proposal that has been approved by a resolution of the Council or Executive, or of an appropriate Committee, or by an officer with delegated powers.

- 11.8 The affixing of the Seal shall be attested and witnessed in writing by the Monitoring Officer or an officer duly designated by them in accordance with the delegated powers conferred by the Council.
- 11.9 An entry of every sealing of a document shall be made and consecutively numbered in a book or electronic record to be provided for the purpose and shall be signed (including a digital signature) by the person attesting the sealing.
- 11.10 The Seal shall be affixed, physically or electronically, to any document required to be sealed, including but not limited to:
- 11.10.1 a petition to be presented to Parliament against the promotion of any Bill or confirmation of any Provisional Order which the Council opposes;
  - 11.10.2 a mortgage;
  - 11.10.3 an incomplete form of transfer for the duly authorised sale of securities by the Council as necessary for the purposes of dealing with stocks and shares in accordance with the Stock Transfer Act 1963.
- 11.11 All contracts whether for goods, services, works or concession contracts the value of which is above Threshold shall be sealed.

#### Signature of Documents

- 11.12 Where any document will be a necessary step in legal proceedings on behalf of the Council it shall, unless any enactment otherwise requires or authorises or the Council shall have given the necessary authority to some other person for the purpose of such proceedings, be signed by the Monitoring Officer or duly authorised officer.
- 11.13 Where it becomes necessary to execute any document on behalf of the Council not required by law to be under seal, the Monitoring Officer or an officer designated by them in accordance with the delegated powers conferred by the Council shall be deemed to have authority to sign such a document accordingly. A register of such documents shall be kept by the Monitoring Officer or officer duly designated by them.

#### Counsel:

- 11.14 Only the Monitoring Officer (or nominated officer) shall have discretion to select and instruct Counsel.

# Contract Rules - Appendix A

## Delegated authority to enter into contracts - limits and thresholds

Total Contract Value	Delegated decision or Resolution of:
up to relevant Threshold	Relevant Service Director (or such officers as nominated by the Service Director in writing) shall have delegated authority to award the contract.
Above the relevant threshold and less than £500,000	Relevant Service Director (following recommendation of the S151 officer and Monitoring Officer) shall have delegated authority to award the contract provided a written report by the relevant Service Director (or such officers as nominated by them in writing) has been provided and approved by the relevant board.
Above £500,000 and less than £2.5million	<p>The award of these contracts shall be a Key Decision delegated to the relevant Service Director in consultation with the relevant Portfolio Holder (following recommendation by the relevant Executive Director, S151 officer and Monitoring Officer) to award the contract provided:</p> <ul style="list-style-type: none"> <li>a) a written report by the relevant Service Director (or such officers as nominated by them in writing) has been provided and approved by the relevant board; and</li> <li>b) such decision have been made in accordance with Parts 11 (Call-In) and 12 (Forward Plan).</li> </ul>
£2.5million or more	Contracts with a value in excess of £2.5million shall require Executive approval, which may be given as below. The Executive shall receive quarterly reports detailing contracts being procured and seeking delegated authority from Executive for the relevant Service Director / to award the contract following the procurement process in consultation with the relevant Portfolio Holder, S.151 Officer and the Monitoring Officer.

## Contract Rules - Appendix B

### Financial thresholds and mandatory processes

Table showing the financial value thresholds at which processes become mandatory. The thresholds apply to contracts for goods, services, works, concession contracts and light touch contracts.

	<b>Total Value exclusive of VAT</b>	<b>Award Procedure</b>	<b>Advertising requirements</b>
A	Above £1,000 and less than £25,000	At least one quote must be sought from an appropriate source.	None mandated.
B1	Goods and Services: £25,000 or more and less than the Threshold	Invitations to quote must be sent via the Procurement Portal to at least three appropriate sources, including at least one SME* or VCSE* organisation and one local supplier ****(where appropriate and possible**).	A contract notice must be published on the CDP
B2	Works, Concession contracts and Light Touch contracts: £25,000 or more and less than £500,000	Invitations to quote must be sent via the Procurement Portal to at least three appropriate sources, including at least one SME* or VCSE* organisation and one local supplier **** (where appropriate and possible**).	A contract notice must be published on the CDP
C	Works, Concession contracts and Light Touch contracts: Above £500,000 and less than the Threshold	Full competitive tender process applies and at least five written tenders must be sought via the Procurement Portal.	An advert should be placed on the Portal together with information on the CDP
D	Goods and Services Works, Concession contracts and Light Touch contracts: Above Threshold	Procurement Legislation Procedures apply– full competitive tender process with at least five written tenders sought (where appropriate) via the Procurement portal.	An advert should be placed on the CDP

---

*\*SME (means an enterprise falling within the category of micro, small and medium-sized enterprises) or \*VCSE (means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.*

*\*\*The Council cannot give preference to SME/ VCSE or local contractors/suppliers, as there are legislative constraints and such a policy would be incompatible with Best Value. However, the Council recognises that there can be barriers limiting or restricting the ability of such smaller suppliers to compete for Council business. The Council will seek to reduce the impact of such barriers, where it can do so legally, without discrimination, and without placing unacceptable levels of risk on the Council.*

*\*\*\*There are three different procurement regulation thresholds for:*

- 1. Works and concession contracts;*
- 2. Goods and Services; and*
- 3. Light Touch Contracts.*

*The latest values are published on the Procurement intranet page as updated from time to time.*

*\*\*\*\* Refer to the local supplier policy for the definition.*

## Contract Rules - Appendix C

### Exclusion of competitive procurement process

The requirement to conduct a competitive procurement process is excluded in the circumstances detailed below.

	<b>Circumstance</b>	<b>Written record and approval</b>
A	The proposed contract is excluded under the Procurement Legislation.	Prior written approval from the Monitoring Officer is required and where applicable prior approval has been granted by the relevant board.
B	Where the contract is governed by the Provider Selection Regime (PSR)	Key decisions must be recorded and the relevant process under PSR followed
C	The proposed contract is being awarded under a Purchasing Scheme (refer to 8 above) of a type where no further competition is being undertaken a competition has already been undertaken on behalf of the Council or other public sector organisation; or	Prior written approval from the Monitoring Officer is required and where applicable prior approval has been granted by the relevant board.
D	The proposed contract is an extension to an existing contract where the existing contract provides for such extension.	Approval of the S151 Officer
E	The proposed contract is a variation of the scope of an existing contract where the existing contract provides for such a variation or where the variation is a modification permitted under the Procurement Legislation.	For contract value below the Threshold prior written approval from the Monitoring Officer and S151 Officer is required. For contract value greater than the Threshold, approval of the relevant board, following the submission of an extension report to the relevant board with recommendation from Monitoring Officer and S151 Officer

F	<p>The contract is for the following social care services:</p> <ul style="list-style-type: none"> <li>a) residential placements sought for an individual with a registered care provider of their choice;</li> <li>b) supported living services sought for an individual with an appropriate care and support provider of their choice under the National Health Service and Community Care Act 1990;</li> <li>c) individual school placements sought for a child with Special Educational Needs (SEN);</li> <li>d) social care packages managed by or on behalf of individual clients under the personalisation agenda;</li> <li>e) where certain needs of an individual (either an adult or a child) require a particular social care package, which is only available from a specific provider;</li> <li>f) residential placements sought for an individual under the Shared Lives scheme (or any equivalent scheme).</li> </ul>	<p>Service Directors must ensure that a record of the reasons for the choice of provider is maintained on the individual's case notes.</p>
---	---	--

*In the interests of clarity where an exemption is applied all contracts with an annual or total value of more than the Threshold must be approved by the relevant board.*

This page is intentionally left blank

## Part []

### Contract Rules

#### 1 Introduction

1.1 S.135, LGA 1972 (“s.135”) includes as follows:

- (1) “A local authority may make standing orders with respect to the making of contracts by them or on their behalf”;
- (2) “A local authority shall make standing orders with respect to the making by them or on their behalf of contracts for the supply of goods or materials or for the execution of works”.

1.2 These Contract Rules (“Rules”) are the Council’s Contract Standing Orders made in accordance with s.135.

1.3 The Procurement Legislation (“the Procurement Legislation”) referred to in these Rules include (but not limited to) the following:

- [Public Contract Regulations 2006 \(PCR2006\)](#)
- [Public Contract Regulations 2015 \(PCR2015\)](#)
- [Procurement Act 2023 \(PA2023\)](#)
- [Procurement Regulations 2024 and Guidance issued by the Cabinet Office](#)

1.4 “Threshold” refers to the relevant financial thresholds relating to Goods & Services, Works, Concession contracts and Light Touch contracts as set out in the applicable Procurement Legislation, as amended from time to time.

1.5 You are procuring something when you are initiating or carrying out the process of acquiring goods, services or works from an external source.

This includes, but is not limited to:

- [Requesting quotes or tenders from suppliers or contractors.](#)
- [Raising a purchase order or contract.](#)
- [Engaging in negotiations with vendors for pricing or terms.](#)
- [Committing funds for the acquisition of goods or services.](#)
- [Receiving and accepting goods or services in exchange for payment.](#)

In essence, if you are taking steps that lead to the commitment of public funds to obtain something from outside the organisation, you are procuring.

1.6 You are entering a contract ~~whenever entering into a contract whenever you make a formal agreement—written or verbal—~~ that commits the council to receive goods, services, or works from an external provider in exchange for payment or other value.

This includes:

- [Signing a contract or agreement with a supplier or contractor.](#)
- [Accepting terms and conditions \(including online or email confirmations\).](#)
- [Issuing a purchase order that is accepted by a supplier.](#)
- [Agreeing to a quote or proposal that results in a commitment to pay.](#)

Formatted: Indent: Left: 3 cm, Bulleted + Level: 1 + Aligned at: 2.63 cm + Indent at: 3.27 cm

Formatted: Level 2 text

Formatted: Level 3 text, Indent: Left: 3 cm

Formatted: Level 3 text, Indent: Left: 3 cm, Bulleted + Level: 1 + Aligned at: 2.63 cm + Indent at: 3.27 cm

Formatted: Level 3 text, Indent: Left: 3 cm

Formatted: Level 2 text

Formatted: Level 3 text, Indent: Left: 3 cm

Formatted: Level 3 text, Indent: Left: 3 cm, Bulleted + Level: 1 + Aligned at: 2.63 cm + Indent at: 3.27 cm

1.6.1 Renewing or extending an existing contract

1.6.2 Providing funding or a grant to an external organisation:-

~~In short: if your actions result in the council being legally bound to pay for something from an external party, you are entering into a contract and therefore procuring.~~

Formatted: Level 3 text, Indent: Left: 3.63 cm, No bullets or numbering

## 2 Purpose of the Rules

- 2.1 These Rules do not provide guidelines on the best way to purchase works, supplies and services but, rather, they set out minimum requirements to be followed.
- 2.2 These Rules provide a structure within which procurement decisions are made and implemented to ensure that the Council furthers its corporate objectives in an efficient manner leading to procurement of quality supplies, services and works.
- 2.3 These Rules protect the legal position of the Council in respect of compliance with the law and in its contractual dealings with external suppliers and contractors. They protect the interests of Members, Officers and the citizens of West Berkshire.

## 3 Application

- 3.1 These Rules apply to:
  - 3.1.1 purchases by or on behalf of the Council of works, supplies and services;
  - 3.1.2 all contracts including (but not limited to) purchase orders, consultancy agreements, service level agreements, software licenses, concessions and contractual arrangements entered into by or on behalf of the Council, except for contracts and purchasing methods expressly excluded under Procurement Legislation.
- 3.2 The Monitoring Officer (or any officer nominated by the Monitoring Officer for the purpose) shall be responsible for interpreting these Rules.
- 3.3 If a Governing Body of a school under the control of the Council as Local Education Authority intends to enter into a contract for works, supplies or services, the Headteacher or such persons delegated for the purpose by them must follow these Rules.
- 3.4 Every purchase, contract or official order for works, supplies or services made by the Council shall be for the purpose of implementing the Council's policies and must be made in accordance with the Council's duties of Best Value, Equality, Sustainable Commissioning and its Social Value Policy.
- 3.5 When proposing to procure or make arrangements for procuring a service contract where the estimated value exceeds the Threshold ~~{for Goods & Services}~~, consideration must be given as to how the procurement or contract might improve the economic, social and environmental wellbeing of West Berkshire, as required by the Public Services (Social Value) Act 2012, and the Council's Social Value Policy.
- 3.6 Annexed are Appendices comprising Tables referred to.

## 4 Authority

- 4.1 All contracts must be in accordance with a decision:
  - 4.1.1 of the Council; or
  - 4.1.2 of the Executive; or

- 4.1.3 within the Council’s Scheme of Delegation by:
  - 4.1.3.1 an Executive Decision Maker;
  - 4.1.3.2 a Council Committee or Sub-Committee; or
  - 4.1.3.3 an officer or their delegate for the purpose.
- 4.2 No contract shall be entered into unless it is in accordance with an existing budgetary provision within the Budget approved by the Council\*.
- 4.3 Any contract award with a value over £500,000 is a **Key Decision** of the Council.
- 4.4 Where a Service Director / **Head of Service** does not have delegated authority to enter into a contract, approval in accordance with Appendix A is required before the contract can be awarded.
- 4.5 ~~All contracts over £50,000 in Total Contract Value will be reported to the relevant board Procurement Board on at least a quarterly basis by the Service Director / Heads of Services for review and scrutiny.~~

**Commented [NT1]:** Add in footer  
\* Budget Council takes place in March detailing approved spends

## 5 Transparency obligations

- 5.1 Local authorities in England have an obligation to publish details of their spending and procurement activities to promote openness, accountability, and public trust. Under the Local Government Transparency Code 2015, councils must publish:
  - 5.1.1 Expenditure exceeding £500, including payments to suppliers and contractors.
- 5.2 Details of every invitation to tender for contracts to provide goods and/or services with a value that exceeds £5,000.
  - 5.2.1 A register of contracts, including those in progress and those awarded, with key information such as the contract value, duration and supplier.
- 5.3 Service areas are therefore responsible for reporting contract information to the relevant board on a monthly basis in a format as required by Procurement.

**Formatted:** Indent: Left: 4.27 cm, No bullets or numbering

**Formatted:** Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.5 cm + Indent at: 3 cm

**Formatted:** Indent: Left: 4.27 cm, No bullets or numbering

**Formatted:** Level 2 text

## 5.6 Tendering/Buying / procuring / obtaining goods, service and works

### Preliminaries

- 5.1.16.1 It is the responsibility of the Chief Executive, Executive Directors, Service Directors / **Heads of Service**, and Budget Holders to ensure all purchases of supplies and services and works comply with:
  - 5.1.16.1.1 all relevant statutory requirements;
  - 5.1.16.1.2 the relevant Procurement Legislation;
  - 5.1.16.1.3 the Council Constitution including these Rules, the Financial Rules and Scheme of Delegation;
  - 5.1.16.1.4 any code, guidance or conditions approved by the Governance Committee and/or the Executive and/or the Council and/or the Health and Wellbeing Board to the exercise of powers delegated by them;
  - 5.1.16.1.5 any conditions attached by the Executive or the Council to the exercise of powers delegated by them;

~~5-1-66.1.6~~ the guidance and updates (available from time to time) on the Legal intranet pages (to include Consultancy Guides) and other policies and procedures of the Council as appropriate.

~~5-26.2~~ In the event of conflict between the above, the Procurement Legislation will take precedence, followed by the requirements detailed in ~~6.15-16.1.6~~ above.

#### Financial Thresholds & Procedures

~~5-36.3~~ Officers undertaking procurement are responsible for ensuring that all persons awarded contracts for the supplies, services or works to the Council meet the Council's minimum standards of suitability, capability, legal status and financial standing.

~~5.4~~ ~~Where the contract is below the threshold for goods and services set out in relevant Procurement Legislation, officers are not required to include a pre-qualification stage. However questions relating to a supplier's suitability assessment may be included provided such questions are relevant to the subject matter of the procurement and proportionate.~~

~~6.4~~ The financial value thresholds at which processes become mandatory are published on the Procurement intranet page, ~~(inclusive exclusive of Value Added Tax) at which processes become mandatory are set out in Appendix B.~~

~~5-56.5~~ It should be noted that while most procurements will now be undertaken in accordance with PA2023, due to the transitional arrangements of PA2023, the PCR 2015 will continue to apply to some procurement exercises. The procurement team will advise on the applicable legislation to your procurement.

#### Advertising

~~5-66.6~~ There is a general presumption in favour of competition.

~~6.7~~ All contract opportunities being advertised by the relevant Service Director / ~~Head of Service~~ should be done so electronically on the Council's Procurement Portal to ensure that such opportunities also appear on the Central Digital Platform (CDP) database.

~~5-76.8~~ For opportunities relating to works, services and supplies which fall below the relevant ~~Procurement Legislation threshold~~, a UK Government Certified national database can be used to select tenderers.

~~6.9~~ All contract opportunities which are above the relevant Procurement Legislation thresholds must be advertised on the CDP database (a web-based portal provided by the Cabinet Office) prior to such advertisement appearing on any other advertising medium (such as a trade journal etc). ~~However, where a Further Competition is undertaken via a compliant Framework Agreement, an invitation will be sent to those providers on the Framework only and no further advertisement will be required.~~

~~5-86.10~~ However under the principles detailed in the Procurement Legislation, where the contract is of potential cross border interest then it must be publicised to ensure that tenderers from other ~~member states~~ Countries have an opportunity to participate and the process is conducted in a fair and transparent manner.

~~5-96.11~~ Where a contract is above the relevant Procurement Legislation financial threshold there are two main types of procedure available under PA2023:

- Open Procedure; and
- Competitive Flexible Procedure.

**Formatted:** Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.5 cm + Indent at: 3 cm

~~5.106.12~~ Care must be taken to ensure that the correct and most appropriate procedure is used and advice is sought ~~from Legal Services and/or the Procurement and Commissioning team~~ as necessary on the choice and use of procedures detailed in the Procurement Legislation.

~~5.146.13~~ CDP notices must be approved and issued by Service Lead for Procurement and Legal Services and/or Commissioning as appropriate, who will also assist in the conduct of the procurement.

#### Contract Value & Aggregation

~~6.14~~ Total Contract Value is a genuine ~~pre-~~estimate of the total value over the full potential duration of the contract, not just the initial term. This includes:

- All planned extensions (even if optional)
- The maximum possible duration and value, even if the contract may be terminated earlier
- The value if any option (e.g. for additional goods/services) in the contract were exercised
- Value Added Tax

~~5.12~~ The contract value shall be the total cost of the supply, service or work to be procured over the contract term. The starting point for calculating the contract value for the purposes of these Rules is that the contract value shall be the genuine pre-estimate of the value of the entire contract ~~including excluding Value Added Tax. This includes all payments to be made, or potentially to be made, under the entirety of the contract and for the whole of the predicted contract period (including proposed extensions, variations and options).~~

~~5.136.15~~ There shall be no artificial splitting or disaggregation of a contract to avoid the application of the provisions of the Procurement Legislation and/or these Rules.

~~5.146.16~~ The Procurement Legislation can cover contracts which are initially below the stated relevant ~~Procurement Legislation~~ threshold where they constitute repeat purchases and/or purchases of a similar type in a specified period. Officers responsible for such procurement should therefore seek advice on the application of the Procurement Legislation where they envisage that they may be required to make such purchases.

#### Principles and Evaluation

~~5.156.17~~ All tendering procedures (including obtaining quotes), from planning to contract award and execution (seal or signature), shall be undertaken in a manner ~~so as to~~ ensure:

- sufficient time is given to plan and run the process (this should include any mobilisation or implementation time that is required);
- equal opportunity and equal treatment;
- openness and transparency;
- proportionality;
- probity;
- outcomes that deliver sustainability, efficiency and cost savings (where appropriate).

#### Submission and Opening of Tenders

~~5.166.18~~ An electronic Invitation to Tender shall be issued by the Council for all contracts with an estimated value that is in excess of more than the appropriate the

~~Threshold of £100,000 or more~~ and tenders shall be submitted electronically by tenderers via the Council's Procurement Portal.

~~5.176.19~~ The Council Procurement Portal and the Invitation to Tender must specify the format in which an electronic tender is to be submitted by tenderers and such tenders shall be stored in a secure portal account which is locked until the date and time specified for its opening.

~~5.186.20~~ No tender received after the time and date specified for its opening shall be accepted or considered by the Council unless the Monitoring Officer is satisfied that there are exceptional circumstances and the other tenders have not been opened.

~~5.19~~ — The electronic opening of tenders submitted on the Procurement Portal shall be conducted by a Procurement Officer with an audit record being maintained on the e-tendering system, ~~or Legal Officer and the relevant Service Director / Head of Service or their nominated representative.~~

~~5.20~~ — Only in limited circumstances should a tender process be undertaken by hard copy submissions. In such cases the written approval of the Monitoring Officer is required and the following circumstances shall apply:

~~5.20.1~~ — the Invitation to Tender shall specify that such tenders should be returned to the relevant Service Director / Head of Service in an unmarked, plain and sealed envelope marked "Tender" followed by the subject matter to which it relates;

~~5.20.2~~ — tenders shall be kept unopened in a secured cabinet until the tender opening date; and

~~5.20.3~~ — the relevant Service Director / Head of Services shall invite the appropriate Portfolio Holder and an officer from Legal Services and/or Commissioning to undertake the tender opening and shall complete a standard tender opening form (available on the intranet) in order to avoid risk of challenge.

#### Evaluations of Quotes and Tenders

~~5.216.21~~ All quotes and tenders shall be evaluated in accordance with evaluation criteria notified in advance to those submitting quotes/tenders.

~~5.226.22~~ Tenders subject to the provisions of the Procurement Legislation shall be evaluated in accordance with the legislative provisions. Advice from the Procurement team Legal Services ~~should may~~ be sought on the selection and evaluation criteria.

~~5.236.23~~ Save in exceptional circumstances approved in advance by the relevant Service Director / Head of Service all contracts shall be awarded on the basis of the quote or tender which is most economically advantageous and represents best value for money to the Council having regard to the provisions of the Social Value Policy, and not only on the basis of lowest price.

## 67 Exclusions and Exceptions to Contract Rules

### Exclusions

~~6.17.1~~ The requirement to conduct a competitive procurement process is excluded in the circumstances detailed in Appendix C.

~~6.2~~ — In the interests of clarity, where an exemption is applied all contracts with an annual or total value of more than £50,000 must be approved by the relevant board ~~Procurement Board~~. Please refer to 5.3.

## Exceptions

~~6-3-17.2~~ Subject to ~~5-47.4~~ the requirement for the Council to conduct a competitive purchasing process for contracts in excess of ~~£924,999.99~~, may be excepted or waived in the following circumstance:

~~6-3-17.2.1~~ for contracts which are not subject to the relevant Procurement Legislation Rules, the work, supply or service is required as a matter of urgency and a delay would be likely to lead to financial loss, personal injury or damage to property; or

~~6-3-17.2.2~~ at the discretion of the relevant Executive Director and/or the Chief Executive, acting lawfully, who may proceed in a manner most expedient for the efficient management of the Council with reasons recorded in writing.

~~6-47.3~~ Only the Monitoring Officer and/or the S.151 Officer may grant a waiver or an exception to these Rules, subject to exception values and delegation thresholds detailed in these Rules. An officer who seeks a waiver of these Rules shall do so only in advance and only in exceptional circumstances.

~~6-57.4~~ Exception values and delegations:

~~6-5-17.4.1~~ for all contracts up to ~~the Threshold £650,000~~ the S.151 Officer must approve the exception;

~~6-5-27.4.2~~ for contracts above ~~the Threshold £50,000~~ and up to £500,000, the S.151 Officer will consult with the Monitoring Officer and the appropriate Executive Director provided an exception report has been approved by ~~the relevant board~~ ~~Procurement Board~~ ~~unless 7.3 applies and for reasons of urgency such prior approval is not possible in which case a report will be supplied retrospectively;~~

~~6-5-37.4.3~~ for contracts over £500,000 the S.151 Officer and the Monitoring Officer will make a recommendation to the Executive provided an exception report has been prepared and approved by ~~the relevant board~~ ~~Procurement Board~~ and Corporate Board.

~~6-67.5~~ All exceptions or waivers to these Rules must:

~~6-6-17.5.1~~ be fully documented;

~~6-6-27.5.2~~ [for any contract where the requirement to hold a competitive process is not excluded by the Procurement Legislation]; be subject to a written exception report to be submitted in advance to ~~the relevant board~~ ~~Procurement Board~~ by the relevant ~~Service Director / Head of Service, Service Director~~ or Executive Director (which shall include reasons for the exception or waiver which demonstrate that the exception or waiver is genuinely required);

~~6-6-37.5.3~~ be subject to approval by the S.151 Officer who shall record they have considered the reasons for the waiver and that they are satisfied that the circumstances justifying the waiver are genuinely exceptional (applications for waivers which are a result of poor contract planning will rarely be considered genuinely exceptional);

~~6-6-47.5.4~~ have had relevant approval sought under these Rules.

~~6-77.6~~ For contracts subject to the Procurement Legislation, any waiver or an exception from the requirement for competition must meet the conditions set out in the Procurement Legislation in addition to the general requirements above.

~~6-87.7~~ The exclusions that apply to the competitive procurement process are set out at Appendix C.

## 78 Purchasing Schemes

~~7-18.1~~ A "Purchasing Scheme" may include:

- ~~7.1.48.1.1~~ contractor prequalification lists/select lists;
- ~~7.1.28.1.2~~ framework arrangements (~~(including those set up by authorised central purchasing bodies such as Crown Commercial Services, other contracting authorities and by the Council itself)including those set up by the Government Procurement Service~~);
- ~~7.1.3~~ purchasing arrangements set up by central purchasing bodies and commercial organizations;
- ~~8.1.3~~ Dynamic Purchasing Systems (including those set up by authorised central purchasing bodies such as Crown Commercial Services, other contracting authorities and by the Council itself);
- ~~8.1.4~~ Dynamic Markets (including those set up by authorised central purchasing bodies such as Crown Commercial Services, other contracting authorities and by the Council itself);
- ~~7.1.48.1.5~~ consortium purchasing;
- ~~7.1.58.1.6~~ collaborative working arrangements;
- ~~7.1.6~~ formal agency arrangements;
- ~~7.1.78.1.7~~ e-procurement / purchasing schemes and methods;
- ~~7.1.88.1.8~~ other similar compliant arrangements.

~~7.28.2~~ An officer responsible for a procurement exercise may use a Purchasing Scheme provided that they have sought advice to confirm that:

- ~~7.2.48.2.1~~ the Council is legally entitled to use the Purchasing Scheme;
- ~~7.2.28.2.2~~ the purchases to be made do properly fall within the coverage of the Purchasing Scheme;
- ~~7.2.38.2.3~~ the establishment and operation of the Purchasing Scheme complies with is in compliance ~~with~~ the Procurement Legislation (where such applies) and meets the Council's own requirements.

~~7.38.3~~ Where a Purchasing Scheme is used there shall be a whole or partial exemption from the obligations under these Rules in respect of the choice and conduct of procedures. Advice should be sought from ~~Legal Services~~ the Commissioning and Procurement Team prior to entering to such arrangements.

## 89 Reporting Requirements

- ~~8.49.1~~ A written report in accordance with the Procurement Legislation shall be produced by the relevant Service Director ~~/Head of Service~~ for each contract that is awarded which is above the ~~relevant Procurement Legislation threshold~~ Threshold and subject to the Procurement Legislation (the Procurement Legislation places an obligation on the Council to document, for each procurement, key decisions and steps taken and stages leading to the award of contracts).
- ~~8.29.2~~ This report may be requested by the Cabinet Office and shall be kept for three years.
- ~~8.3~~ ~~A guidance note and template for such report is available on the Legal Services intranet pages which accompany these Rules.~~
- ~~8.49.3~~ In addition to the above, the relevant Service Director ~~/Head of Service~~ should document the progress of all procurement procedures including ensuring sufficient information is kept to justify decisions such as communications with contractors and internal deliberations, preparation of procurement documents, any dialogue and negotiation, selection and award. Such documentation must be kept for three years from the award of the contract.

## 910 Entering into a Contract

~~9.410.1~~ There should be written evidence of all purchases (which shall include electronic evidence).

~~9.210.2~~ All contracts entered into by the Council as detailed in Appendix B must be in writing in a form approved by the Monitoring Officer or their delegated officer.

~~9.310.3~~ Legal Services shall retain all contract documents that are sealed on behalf of the Council.

~~9.410.4~~ The relevant Service Director ~~/ Head of Service~~ must formally notify the ~~Head of Service~~ Lead for Commissioning and Procurement (or nominated officer) of the award of all contracts for the purpose of it being recorded on the Council Contract Register.

~~9.510.5~~ Every contract shall include the standard clauses set out in the relevant Standard Form of Agreement issued and updated from time to time by the Monitoring Officer or their nominated officer and available from Legal Services.

~~9.610.6~~ Where a Standard Form of Agreement is to be amended, the form of contract shall be prepared/amended by the relevant Service Director for approval by the Monitoring Officer or their delegated officer.

~~9.710.7~~ As a minimum, where appropriate, all contracts shall include clauses setting out:

~~9.7.410.7.1~~ the works, supplies/goods, services, material, matters or things to be carried out or supplied;

~~9.7.210.7.2~~ the time within which the contract is to be performed;

~~9.7.310.7.3~~ the quality requirements and/or standards that must be met;

~~9.7.410.7.4~~ requirements on the contractor to hold and maintain appropriate insurance;

~~9.7.510.7.5~~ the consequences of the contractor failing to comply with contractual obligations in whole or in part;

~~9.7.610.7.6~~ requirements on the contractor to comply with all relevant legislation, including (but not limited to) equalities and health and safety legislation;

~~10.7.7~~ clauses regarding personal data and its use by the contractor and/or the Council respectively. Service Directors must ensure that a Data Protection Impact Assessment is completed for all contracts to inform such clauses.

~~9.7.710.7.8~~ the entitlement of the Council to cancel the contract and recover losses in the event that the contractor acted improperly (e.g. seeking to influence the Council to give the contractor any contract) or committed an offence under the Bribery Act 2010.

~~9.7.810.7.9~~ payment obligations requiring that:

~~9.7.8.410.7.9.1~~ any payment due from the Council is made no later than 30 days from the date on which the relevant invoice is regarded as valid and undisputed; and

~~9.7.8.210.7.9.2~~ any subcontract imposes the same obligations upon the subcontractor, and requires that the subcontractor imposes such obligations in any further subcontract.

~~9.7.910.7.10~~ All contracts shall include relevant specifications and/or briefs/technical requirements which are prepared taking into account the need for effectiveness of delivery, quality, sustainability and efficiency (as appropriate) and the need to be able to enforceability of the delivery of those requirements.

Formatted: Not Highlight

## 10.11 Legal Consideration

### Indemnities

10.411.1 No relaxation of full indemnities releasing the Council from all liability whether provided by public liability insurance or other instrument shall be allowed unless authorised in writing by the Monitoring Officer and the S.151 Officer or their nominated officers.

### Risk Assessment & Performance Bond

10.211.2 Where a contract is estimated to exceed £500,000, in value or amount and is for the execution of works (or for the supplies or services by a particular date or series of dates) the relevant Service Director / ~~Head of Service~~ should consider requiring a performance bond (for an amount equal to at least 10% of the value of the contract) from the contractor (to provide sufficient security for the due performance of the contract).

10.311.3 The bond must be in a form approved by Legal Services and must be included in the Invitation to Tender.

10.411.4 If a performance bond is not considered to be necessary, the relevant Service Director / ~~Head of Service~~ must:

10.4.11.4.1 undertake a risk assessment in writing; and

10.4.211.4.2 seek approval from the ~~Head of Service Director for~~ Finance and Property; and

10.4.311.4.3 keep a copy the risk assessment on the contract file for inspection.

### Insurances

10.511.5 Every contract should be assessed for risk. If the risk assessment identifies the need for insurance the Service Director / ~~Head of Service~~ must:

10.5.11.5.1 in consultation with the ~~Head of Service Director for~~ Finance and Property or nominated officer set adequate levels of insurance cover (including employer's liability, public liability and any other as determined by the needs of the particular contract);

10.5.211.5.2 in consultation with the ~~Head of Service Director for~~ Finance and Property or nominated officer ensure that such insurances are held by the contractor and that the policies concerned are up to date (and/or renewed, as necessary, during the relevant period);

10.5.311.5.3 in consultation with the ~~Head of Service Director for~~ Finance and Property or nominated officer who must ensure the contractor's status under the Inland Revenue Construction Industry Tax Deduction Scheme (for construction contracts);

10.5.411.5.4 in consultation with the ~~Head of Service Director for~~ Finance and Property set an appropriate level of professional indemnity insurance for each specific contract that require professional and/or design services (this should not be a standard level but be assessed on a case by case basis).

### Sealing

10.611.6 The Common Seal of the Council (the "Seal") shall be in the Custody of the Monitoring Officer and kept in a safe place at their discretion.

10.711.7 The Seal may be affixed, physically or electronically, to any document or proposal that has been approved by a resolution of the Council or Executive, or of an appropriate Committee, or by an officer with delegated powers.

10.811.8 The affixing of the Seal shall be attested and witnessed in writing by the Monitoring Officer or an officer duly designated by them in accordance with the delegated powers conferred by the Council.

~~10-911.9~~ An entry of every sealing of a document shall be made and consecutively numbered in a book or electronic record to be provided for the purpose and shall be signed (including a digital signature) by the person attesting the sealing.

~~10-1011.10~~ The Seal shall be affixed, physically or electronically, to any document required to be sealed, including but not limited to:

~~10-10-111.10.1~~ a petition to be presented to Parliament against the promotion of any Bill or confirmation of any Provisional Order which the Council opposes;

~~10-10-211.10.2~~ a mortgage;

~~10-10-311.10.3~~ an incomplete form of transfer for the duly authorised sale of securities by the Council as necessary for the purposes of dealing with stocks and shares in accordance with the Stock Transfer Act 1963.

~~10-111.11~~ All contracts whether for goods, services, works or concession contracts the value of which is above Threshold ~~above the value of £49,999~~ shall be sealed.

#### Signature of Documents

~~10-1211.12~~ Where any document will be a necessary step in legal proceedings on behalf of the Council it shall, unless any enactment otherwise requires or authorises or the Council shall have given the necessary authority to some other person for the purpose of such proceedings, be signed by the Monitoring Officer or duly authorised officer.

~~10-1311.13~~ Where it becomes necessary to execute any document on behalf of the Council not required by law to be under seal, the Monitoring Officer or an officer designated by them in accordance with the delegated powers conferred by the Council shall be deemed to have authority to sign such a document accordingly. A register of such documents shall be kept by the Monitoring Officer or officer duly designated by them.

#### Counsel:

~~10-1411.14~~ Only the Monitoring Officer (or nominated officer) shall have discretion to select and instruct Counsel.

## Contract Rules - Appendix A

### Delegated authority to enter into contracts - limits and thresholds

Total Contract Value*	Delegated decision or Resolution of:
<del>£100,000 or less</del> <u>up to relevant Threshold</u>	Relevant Service Director <del>/Head of Service</del> (or such officers as nominated by the Service Director <del>/Head of Service</del> in writing) shall have delegated authority to award the contract.
<del>£100,000</del> <u>Above the relevant threshold or more</u> and less than £500,000	Relevant Service Director <del>/Head of Service</del> (following recommendation of the S151 officer and Monitoring Officer) shall have delegated authority to award the contract provided a written report by the relevant Service Director <del>/Head of Service</del> (or such officers as nominated by them in writing) has been provided and approved by <u>the relevant board</u> <del>Procurement Board</del> .
£500,000 or more and less than £2.5million	The award of these contracts shall be a Key Decision delegated to the relevant Service Director <del>/Head of Service</del> in consultation with the relevant Portfolio Holder (following recommendation by the relevant Executive Director, S151 officer and Monitoring Officer) to award the contract provided: <ol style="list-style-type: none"> <li>a written report by the relevant Service Director <del>/Head of Service</del> (or such officers as nominated by them in writing) has been provided and approved by <u>the relevant board</u> <del>Procurement Board</del>; and</li> <li>such decision have been made in accordance with Parts [] (Call-In) and [] (Forward Plan).</li> </ol>
£2.5million or more	Contracts with a value in excess of £2.5million shall require Executive approval, which may be given as below. The Executive shall receive quarterly reports detailing contracts being procured and seeking delegated authority from Executive for the relevant <del>Service Director / Head of Service or Service Director</del> to award the contract following the procurement process in consultation with the relevant Portfolio Holder, S.151 Officer and the Monitoring Officer.

\* ~~Total Contract Value is the calculation of the estimated value of procurement based on the total amount payable, inclusive of VAT, including any renewals, extensions, any form of option and variation calculated in accordance with the Procurement Legislation. Please also refer to Paragraph 11.7.~~

## Contract Rules - Appendix B

### Financial thresholds and mandatory processes

Table showing the financial value thresholds at which processes become mandatory. The thresholds apply to contracts for works, supplies goods, and services, works, concession contracts and light touch contracts.

	<b>Total Value inclusive exclusive of VAT</b>	<b>Award Procedure</b>	<b>Advertising requirements</b>
A	£1,000 or more and less than <del>£10,000</del> <u>£25,000</u>	At least one quote must be sought from an appropriate source <del>via the Procurement Portal</del> .	None mandated.
B1	<u>Goods and Services:</u> <del>£10,000</del> or more, and less than <u>the Threshold</u> <del>£100,000</del>	Invitations to quote must be sent via the Procurement Portal to at least three appropriate sources, including at least one SME* or VCSE* organisation (where appropriate and possible**).	<u>A Procurement contract notice awards in excess of £30,000 (inclusive of VAT)</u> must be published on the CDP
B2	<u>Works, Concession contracts and Light Touch contracts:</u> <u>£25,000 or more and less than £500,000</u>	<u>Invitations to quote must be sent via the Procurement Portal to at least three appropriate sources, including at least one SME* or VCSE* organisation (where appropriate and possible**).</u>	<u>A contract notice must be published on the CDP</u>
C	<u>Works, Concession contracts and Light Touch contracts:</u> <u>Above £500,000 and less than the Threshold</u>	<u>Full competitive tender process applies and at least five written tenders must be sought via the Procurement Portal.</u>	<u>An advert should be placed on the Portal together with information on the CDP</u>
E	<del>£100,000 or more and less than relevant procurement regulation threshold</del> <sup>***</sup>	<del>Full competitive tender process applies and at least five written tenders must be sought via the Procurement Portal.</del>	<del>An advert should be placed on the Portal together with information on the CDP</del>

DD	<a href="#">Goods and Services Works, Concession contracts and Light Touch contracts:</a> <a href="#">Above Threshold</a> <a href="#">Relevant procurement regulation threshold*** or more</a>	Procurement Legislation Procedures apply– full competitive tender process with at least five written tenders sought (where appropriate) via the Procurement portal.	An advert should be placed on the CDP
----	--	---	---------------------------------------

*\*SME (means an enterprise falling within the category of micro, small and medium-sized enterprises) or \*VCSE (means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.*

*\*\*The Council cannot give preference to SME/ VCSE or local contractors/suppliers, as there are legislative constraints and such a policy would be incompatible with Best Value. However, the Council recognises that there can be barriers limiting or restricting the ability of such smaller suppliers to compete for Council business. The Council will seek to reduce the impact of such barriers, where it can do so legally, without discrimination, and without placing unacceptable levels of risk on the Council.*

*\*\*\*There are three different procurement regulation thresholds for Works; Goods and Services; Light Touch Contracts. The latest values are published on Legal intranet page as updated from time to time.*

## Contract Rules - Appendix C

### Exclusion of competitive procurement process

The requirement to conduct a competitive procurement process is excluded in the circumstances detailed below.

	Circumstance	Written record and approval
A	The proposed contract is excluded under the Procurement Legislation.	Prior written approval from the Monitoring Officer is required <u>and where applicable prior approval has been granted by the relevant board.</u>
B	<u>Where the contract is governed by the Provider Selection Regime (PSR)</u>	<u>Key decisions must be recorded and the relevant process under PSR followed</u>
B	The proposed contract is being awarded under a Purchasing Scheme (refer to <u>8 above-11-12</u> ) of a type where <u>a no further competition is being undertaken, a competition</u> has already been undertaken on behalf of the Council or other public sector organisation; or	Prior written approval from the Monitoring Officer is required <u>and where applicable prior approval has been granted by the relevant board.</u>
C	The proposed contract is an extension to <u>or a variation of the scope</u> of an existing contract where the existing contract provides for such extension <u>or a variation or where the variation is a modification permitted under the Procurement Legislation.</u>	<u>For contract value below £50,000 prior written approval from the Monitoring Officer and S151 Officer is required.</u> <u>For contract value greater than £50,000, approval of the Monitoring Office and S151 Officer the Procurement Board, following the submission of an extension report to with Procurement Board with recommendation from Monitoring Officer and S151 Officer</u>
C	<u>The proposed contract is a variation of the scope of an existing contract where the existing contract provides for such a variation or where the variation is a modification permitted under the Procurement Legislation.</u>	<u>For contract value below the Threshold£50,000 prior written approval from the Monitoring Officer and S151 Officer is required.</u> <u>For contract value greater than the Threshold£50,000, approval of the relevant board, following the submission of an extension report to the relevant board with recommendation from Monitoring Officer and S151 Officer</u>

D	<p>The contract is for the following social care services:</p> <ul style="list-style-type: none"> <li>a) residential placements sought for an individual with a registered care provider of their choice;</li> <li>b) supported living services sought for an individual with an appropriate care and support provider of their choice under the National Health Service and Community Care Act 1990;</li> <li>c) individual school placements sought for a child with Special Educational Needs (SEN);</li> <li>d) social care packages managed by or on behalf of individual clients under the personalisation agenda;</li> <li>e) where certain needs of an individual (either an adult or a child) require a particular social care package, which is only available from a specific provider;</li> <li>f) residential placements sought for an individual under the Shared Lives scheme (or any equivalent scheme).</li> </ul>	<p>Service Directors <del>/Heads of Service</del> must ensure that a record of the reasons for the choice of provider is maintained on the individual's case notes.</p>
---	---	---

*In the interests of clarity where an exemption is applied all contracts with an annual or total value of more than ~~the Threshold~~£50,000 must be approved by ~~the relevant board~~Procurement Board.*

## Part [] Appendix D

### Protocol for use of ICT Equipment supplied to Members

#### 1 Purpose of Document

- 1.1 This document constitutes the protocol for the use of Information and Communications Technology (ICT) facilities provided for West Berkshire Council Members and should be read in conjunction with the West Berkshire Council ICT Policy and ICT User Usage Agreement. This protocol is included in the Council's Constitution and the requirements of the Code of Conduct (Appendix E to Part 13 (Codes and Protocols) will apply to the protocol. This protocol should also be read in conjunction with the Social Media Protocol for Councillors (Appendix H to Part 13 (Codes and Protocols).

#### 2 Background

- 2.1 This protocol was developed when West Berkshire Council Members were first provided with ICT facilities in 2002, to support them in carrying out their role as West Berkshire Councillors and has been periodically updated to reflect changes in the technology provided or to reflect changes in policy or legislation.

#### 3 ICT Facilities Provided

- 3.1 Following the 2023 election all West Berkshire Councillors were offered or provided with the following ICT equipment, software, and services:

##### 3.1.1 Hardware

- A Dell 7330 touchscreen laptop running Microsoft Windows 10. (Biometric login is enabled on request).
- A Dell USB-C power adaptor
- A Microsoft wireless mouse
- A protective carry case
- A wired headset (optional)
- An MFA (Multi-Factor Authentication) Token
- A 24" monitor (optional)
- A USB-C to Ethernet Adapter (optional)
- A Samsung smartphone upon request for Executive Members only.
- Or such other suitable equipment agreed with the Service Lead for ICT

##### 3.1.2 Software

- Microsoft Office 365 including Microsoft Teams
- Mod.Gov - Paperless meeting software and storage
- Microsoft Bitlocker - Hard disk encryption
- Anti-virus/malware protection

##### 3.1.3 Services

- Wireless connectivity in West Berkshire Council buildings

- Follow Me Printing – Allowing members to print to multi-function devices (MFDs) in all WBC corporate buildings
- Access to ICT support via the WBC ICT Help Desk 01635 519440 during core office hours 08:30-17:00 Mon-Thu, 08:30-16:30 Fri.

## 4 Use of the Members ICT Equipment

- 4.1 The Council will provide each elected Member with a laptop computer with a standard build/configuration as described above. The primary purpose of the ICT facilities provided is to allow Members to effectively carry out their role as elected Councillors.
- 4.2 All the standard software installed on the supplied laptop is appropriately licensed and WBC ICT department hold these licences.
- 4.3 In the event that any changes made by Members render their laptop computer unusable the Council's ICT department will address this by reinstating the device back to its standard configuration.
- 4.4 As custodian of the Council's provided ICT equipment, Members are responsible for how the equipment is used and by whom.
- 4.5 The primary means by which the laptops will connect to WBC systems is via Wi-Fi, either in WBC corporate offices, Members' homes or elsewhere. All Members will be expected to have suitable Wi-Fi enabled internet connectivity in their homes and these costs will be funded from their allowance.
- 4.6 Computer viruses and malware present a very real threat to all ICT systems, particularly when connecting to the internet. The provided ICT equipment has been configured to protect it from these threats and Members should not attempt to disable or bypass these protection mechanisms.
- 4.7 In the event of loss or damage to Members ICT equipment, it would normally be expected that any cost would be indemnified by the person in possession of the equipment. Failure to do so will result in costs being incurred by the Council. It is recommended that Members ensure that the WBC ICT equipment provided is included in their household contents insurance policy. This should not usually result in any additional premium.
- 4.8 Should a Member to whom ICT equipment has been supplied cease to hold office, for whatever reason, all of the equipment supplied must be returned to the Member Services Officer within two weeks – at which point all data on the machine will be deleted and the equipment will either be scrapped or re-issued.
- 4.9 All Members will be provided with their own westberks.gov.uk email address. This is available using Microsoft Outlook which is part of the Office 365 suite of programs installed on their laptop computer. In the interests of Council branding, ease of data sharing and security, it is expected that Members will opt to access this email account directly rather than forwarding or re-directing mail to another address. It is anticipated that Members will check their West Berkshire email accounts ideally daily. Officers of the Council will assume this to be a reliable method of communication to all Members.

## 5 Security Requirements

- 5.1 As custodians of the data of its citizens and customers West Berkshire Council operates rigid information security standards, subscribes to GDPR legislation, and is also required to comply with standards imposed by central Government under the Public Services Network (PSN) code of connection. This protocol identifies specific information security considerations that Members should be aware of in relation to the use of the provided ICT equipment.

## 5.2 Passwords

- 5.2.1 Members should be aware that the ID/password that is issued to enable them to connect to West Berkshire systems is unique to them and is for their sole use. They should not divulge their password, share it with anyone nor should they write it down unless it is stored securely where it is not available to anyone else. Members are required to change their password at 3-monthly intervals or once a year if they create a password following the rules of Option 1 found in Password Quick Notes: <http://intranet/CHttpHandler.ashx?id=45945> Members will need to change their password immediately if there is evidence of system or password compromise. Members should not use the same password for West Berkshire Council and other uses.

## 5.3 Data Protection

- 5.3.1 Members have access to sensitive and personal information of the Council and its stakeholders. Members should ensure that this information is only used in the course of Council business and must not be disclosed to a third party without authority of the data owners. Failure to treat sensitive and personal information appropriately could lead to a complaint being made against a Member for breaching the Council's Code of Conduct or personally being reported to the Information Commissioners Office.

## 5.4 Use of Personal ICT Equipment

- 5.4.1 PSN rules dictate that access to WBC systems and data should only be made using equipment supplied by and owned by the Council. The use of Members own, or other third-party owned ICT equipment to access WBC systems is not allowed.

## 5.5 Security Breaches or Incidents

- 5.5.1 Members should report any actual, suspected, or near-miss breaches of security to the ICT Helpdesk. Security incidents examples might include:
- An unauthorised person gaining access to a Members account
  - A third party obtaining a Members password
  - Loss or theft of Members ICT equipment
  - Loss of sensitive information or divulgence of sensitive or personal data to an unauthorised third party either deliberately or accidentally
  - Any suspicion of a computer virus, malware infection, or attempted hacking attempt

## 6 Privacy

- 6.1 Whilst not routinely monitoring an individual Members use of ICT, the Council maintains the right to review, audit, intercept, access, monitor, delete or disclose any information, created, sent, received or stored on its ICT systems. Members' use of the Council's systems implies that they recognise and consent to the rights of the Council described above. The strictest confidentiality is observed in respect of such monitoring, and any inappropriate use generally is only known to the ICT Senior Management Team. However, the Chief Executive, in consultation with the Monitoring Officer and/or Section 151 Officer would determine whether the Member concerned should be reported to the Police and / or the Council's Governance Committee.

## 7 ICT Support

### 7.1 Reporting Issues

- 7.1.1 ICT support to Members is accessed through the Council's ICT Help Desk (01635 519440) which is staffed during normal working hours 08:30-17:00 Mon-Thu, 08:30-16:30 Fri and should be used to report all urgent problems.
- 7.1.2 Outside of normal working hours, an email can be addressed to [ITHelpdesk@westberks.gov.uk](mailto:ITHelpdesk@westberks.gov.uk). These messages will normally be dealt with as soon as possible on the next working day. When logging a Help Desk call it is useful if a contact telephone number is given.
- 7.1.3 In the first instance, Members might prefer to contact their Group Executive, or Members Services Officer who will either be able to help with the query, or contact the ICT Help Desk on Members behalf.

### 7.2 Resolving Issues

- 7.2.1 It should be possible to resolve most issues through verbal advice provided via telephone or by remote access. If the issue cannot be resolved in this way, Members may need to arrange for their ICT equipment to be brought to the ICT Helpdesk (Ground Floor, Council Offices, Market Street) to allow the issue to be further investigated and resolved.
- 7.2.2 Any faults will be dealt with either by correcting them on the existing equipment or, if this is not possible, by the provision of replacement equipment.

### 7.3 Support Exclusions

- 7.3.1 The Council's ICT Department cannot usually resolve the following issues:
- Members' home broadband connectivity
  - Members' own ICT equipment.

## 8 Training

- 8.1 Training Sessions for Members are provided when receiving their equipment and Members are encouraged to attend these so that they can make best use of the facilities offered.
- 8.2 There is a comprehensive list of ICT Training material available to Members via the intranet [ICT training and guidance - Intranet](#) . Members are welcome to take advantage of these courses, notes, and videos.
- 8.3 Members who are less confident in using ICT are encouraged to attend further training sessions and can take advice from the IT Training Team on the most appropriate course to meet their needs.

## 9 Accessibility

- 9.1 Any Member with a disability that affects the use of the Members ICT equipment or facilities may request configuration changes or adaptations via the WBC ICT Helpdesk.

## Appendix D

# Protocol for use of ICT Equipment supplied to Members

### 1. Purpose of Document

This document constitutes the protocol for the use of Information and Communications Technology (ICT) facilities provided for West Berkshire Council Members and should be read in conjunction with the West Berkshire Council ICT Policy and ICT User Usage Agreement. This protocol is included in the Council's Constitution and the requirements of the Code of Conduct (Appendix E to Part 13 (Codes and Protocols) will apply to the protocol. This protocol should also be read in conjunction with the Social Media Protocol for Councillors (Appendix H to Part 13 (Codes and Protocols).

### 2. Background

This protocol was developed when West Berkshire Council Members were first provided with ICT facilities in 2002, to support them in carrying out their role as **West Berkshire** Councillors and has been periodically updated to reflect changes in the technology provided or to reflect changes in policy or legislation.

### 3. ICT Facilities Provided

Following the 2023 election all West Berkshire Councillors **were offered or** provided with the following ICT equipment, software, and services:

#### Hardware

- A Dell 7330 touchscreen laptop running Microsoft Windows 10. (**Biometric login is enabled on request**).
- A Dell USB-C power adaptor
- A Microsoft wireless mouse
- A protective carry case
- A wired headset (optional)
- An MFA (Multi-Factor Authentication) Token
- A 24" monitor (optional)
- A USB-C to Ethernet Adapter (optional)
- A Samsung smartphone upon request for Executive Members **only**.

Or such other suitable equipment agreed with the Service Lead for ICT

#### Software

- Microsoft Office **365 including Microsoft Teams**
- Mod.Gov - Paperless meeting software and storage
- Microsoft Bitlocker - Hard disk encryption
- Anti-virus/malware protection

#### Services

Formatted: Indent: Left: 1.25 cm

- Wireless connectivity in West Berkshire Council ~~corporate~~ buildings (~~Market Street Offices, Shaw House, and Turnham's Green~~)
- Follow Me Printing – Allowing members to print to multi-function devices (MFDs) in all WBC corporate buildings
- Access to ICT support via the WBC ICT Help Desk 01635 519440 during core office hours 08:30-17:00 Mon-Thu, 08:30-16:30 Fri.

#### 4. Use of the Members ICT Equipment

The Council will provide each elected Member with a laptop computer with a standard build/configuration as described above. The primary purpose of the ICT facilities provided is to allow Members to effectively carry out their role as elected Councillors.

All the standard software installed on the supplied laptop is appropriately licensed and WBC ICT department hold these licences.

In the event that any changes made by Members render their laptop computer unusable the Council's ICT department will address this by reinstating the device back to its standard configuration.

As custodian of the Council's provided ICT equipment, Members are responsible for how the equipment is used and by whom.

The primary means by which the **laptops** will connect to WBC systems is via Wi-Fi, either in WBC corporate offices, Members' homes or elsewhere. All Members will be expected to have suitable Wi-Fi enabled internet connectivity in their homes and these costs will be funded from their allowance.

Computer viruses and malware present a very real threat to all ICT systems, particularly when connecting to the internet. The provided ICT equipment has been configured to protect it from these threats and Members should not attempt to disable or bypass these protection mechanisms.

In the event of loss or damage to Members ICT equipment, it would normally be expected that any cost would be indemnified by the person in possession of the equipment. Failure to do so will result in costs being incurred by the Council. It is recommended that Members ensure that the WBC ICT equipment provided is included in their household contents insurance policy. This should not usually result in any additional premium.

Should a Member to whom ICT equipment has been supplied cease to hold office, for whatever reason, all of the equipment supplied must be returned to the Member Services Officer within two weeks – at which point all data on the machine will be deleted and the equipment will either be scrapped or re-issued.

All Members will be provided with their own *westberks.gov.uk* email address. This is available using Microsoft Outlook which is part of the Office 365 suite of programs installed on their **laptop computer**. In the interests of Council branding, ease of data sharing and security, it is expected that Members will opt to access this email account directly rather than forwarding or re-directing mail to another address. It is expected anticipated that Members will check their West Berkshire email accounts at least ideally

daily. Officers of the Council will assume this to be a reliable method of communication to all Members.

## 5. Security Requirements

As custodians of the data of its citizens and customers West Berkshire Council operates rigid information security standards, **subscribes to GDPR legislation**, and is also required to comply with standards imposed by central Government under the Public Services Network (PSN) code of connection. This protocol identifies specific information security considerations that Members should be aware of in relation to the use of the provided ICT equipment.

### Passwords

Members should be aware that the ID/password that is issued to enable them to connect to West Berkshire systems is unique to them and is for their sole use. They should not divulge their password, share it with anyone nor should they write it down unless it is stored securely where it is not available to anyone else. Members are required to change their password at 3-monthly intervals or once a year if they create a password following the rules of Option 1 found in Password Quick Notes: <http://intranet/CHttpHandler.ashx?id=45945> Members will need to change their password immediately if there is evidence of system or password compromise. Members should not use the same password for West Berkshire Council and other uses.

### Data Protection

Members have access to sensitive and personal information of the Council and its stakeholders. Members should ensure that this information is only used in the course of Council business and must not be disclosed to a third party without authority of the data owners. Failure to treat sensitive and personal information **appropriately** could lead to a complaint being made against a Member for breaching the Council's Code of Conduct **or personally being reported to the Information Commissioners Office.** |

### Use of Personal ICT Equipment

PSN rules dictate that access to WBC systems and data should only be made using equipment supplied by and owned by the Council. The use of Members own, or other third-party owned ICT equipment to access WBC systems is not allowed.

**The exception to this rule is where ICT can enable access to Members email and calendar on their own personal smartphones. This is available on request but is dependent on some technical constraints.**

### Security Breaches or Incidents

Members should report any actual, suspected, **or near-miss** breaches of security to the ICT Helpdesk. Security incidents examples might include:-

- An unauthorised person gaining access to a Members account
- A third party obtaining a Members password
- Loss or theft of Members ICT equipment
- Loss of sensitive information or divulgence **of sensitive or personal data** to an unauthorised third party **either deliberately or accidentally**
- **Any suspicion of a computer** virus, malware infection, or attempted hacking attempt

## 6. Privacy

Whilst not routinely monitoring an individual Members use of ICT, the Council maintains the right to review, audit, intercept, access, monitor, delete or disclose any information, created, sent, received or stored on its ICT systems. Members' use of the Council's systems implies that they recognise and consent to the rights of the Council described above. The strictest confidentiality is observed in respect of such monitoring, and any inappropriate use generally is only known to the ICT **Senior Management Team**. However, the Chief Executive, in consultation with the Monitoring Officer and/or Section 151 Officer ~~Part 13 – Codes and Protocols 71~~ would determine whether the Member concerned should be reported to the Police and / or the Council's Governance and ~~Ethics~~ Committee.

## 7. ICT Support

### Reporting Issues

ICT support to Members is accessed through the Council's ICT Help Desk (01635 519440) which is staffed during normal working hours 08:30-17:00 Mon-Thu, 08:30-16:30 Fri and should be used to report all urgent problems.

Outside of normal working hours, an email can be addressed to [ITHelpdesk@westberks.gov.uk](mailto:ITHelpdesk@westberks.gov.uk). These messages will normally be dealt with as soon as possible on the next working day. When logging a Help Desk call it is useful if a contact telephone number is given.

In the first instance, Members might prefer to contact their Group Executive, or Members Services Officer who will either be able to help with the query, or contact the ICT Help Desk on Members behalf.

### Resolving Issues

It should be possible to resolve most issues through verbal advice provided via telephone or by remote access. If the issue cannot be resolved in this way, Members may need to arrange for their ICT equipment to be brought to the ICT Helpdesk (Ground Floor, Council Offices, Market Street) to allow the issue to be **further** investigated and resolved.

Any faults will be dealt with either by correcting them on the existing equipment, or, **if this is not possible**, by the provision of replacement equipment.

Formatted: Font color: Red

### Support Exclusions

The Council's ICT Department cannot usually resolve the following issues:

- Members' home broadband connectivity
- Members' own ICT equipment.

**8. Training**

Training Sessions for Members are provided when receiving their equipment and Members are encouraged to attend these so that they can make best use of the facilities offered.

There is a comprehensive list of ICT Training material available to ~~staff and Members~~ via the intranet [ICT training and guidance - Intranet](#) . Members are welcome to take advantage of these courses, notes, and videos.

Formatted: Font color: Red  
Formatted: Font color: Red  
Formatted: Font color: Red

Members who are less confident in using ICT are encouraged to attend further training sessions and can take advice from the IT Training Team on the most appropriate course to meet their needs.

**9. Accessibility**

Any Member with a disability that affects the use of the Members ICT equipment or facilities may request configuration changes or adaptations via the WBC ICT Helpdesk.

**10. Useful Contacts**

Commented [NT1]: Do we need this in the constitution or just reference that this is provided in the welcome pack and add to the intranet?

Fault reporting & support	ICT Help Desk	01635 519440	ITHelpdesk@westberks.gov.uk
ICT Training	Kerry Taylor	01635 519099	kerry.taylor@westberks.gov.uk
Principal Democratic Services Officer (Legal and Democratic Services)	Darius Zarazel	01635 519458	darius.zarazel1@westberks.gov.uk@westberks.gov.uk
Liberal Democrat Group Executive (Legal and Democratic Services)	Melanie Booth	07876 516705	melanie.booth1@westberks.gov.uk
Conservative Group Executive Conservatives Strategic Support (Legal and Democratic Services)	Jake Carpenter	01635 503295	

This page is intentionally left blank

# 2026/27 West Berkshire Council Timetable of Public Meetings

<b>Committee considering report:</b>	Council
<b>Date of Committee:</b>	27 November 2025
<b>Portfolio Member:</b>	Councillor Jeff Brooks
<b>Date Portfolio Member agreed report:</b>	13 November 2025
<b>Report Author:</b>	Stephen Chard
<b>Forward Plan Ref:</b>	C4753

## 1 Purpose of the Report

To recommend a timetable of public meetings for the 2026/27 Municipal Year. The timetable is proposed for approval and then publication to give advance notice of public meetings at which the Council’s key decision making takes place to help meet its wide range of business demands. The approval of the timetable will also assist with making administrative arrangements for the meetings.

## 2 Recommendation

2.1 To approve the timetable of public meetings for the 2026/27 Municipal Year.

## 3 Implications and Impact Assessment

Implication	Commentary
<b>Financial:</b>	There are no financial implications associated with the publication of this report. The costs associated with holding meetings, Members’ attendance and the publication of agendas will be met from existing budgets.
<b>Human Resource:</b>	None
<b>Legal:</b>	None
<b>Risk Management:</b>	None

<b>Property:</b>	None			
<b>Policy:</b>	This report accords with the Council's policy of publishing its timetable of meetings.			
	<b>Positive</b>	<b>Neutral</b>	<b>Negative</b>	<b>Commentary</b>
<b>Equalities Impact:</b>				
<b>A</b> Are there any aspects of the proposed decision, including how it is delivered or accessed, that could impact on inequality?		✓		
<b>B</b> Will the proposed decision have an impact upon the lives of people with protected characteristics, including employees and service users?		✓		
<b>Environmental Impact:</b>		✓		
<b>Health Impact:</b>		✓		
<b>ICT Impact:</b>		✓		
<b>Digital Services Impact:</b>		✓		
<b>Council Strategy Priorities:</b>	✓			The timetable gives advance notice of public meetings at which the Council's key decision making takes place to help meet its wide range of business demands.

<b>Core Business:</b>	✓			The timetable gives advance notice of public meetings at which the Council's key decision making takes place to help meet its wide range of business demands.
<b>Data Impact:</b>		✓		
<b>Consultation and Engagement:</b>	Chief Executive, Executive Directors, Monitoring Officer, Democratic Services Team			

## 4 Executive Summary

4.1 West Berkshire Council is required to publish its timetable of meetings for each Municipal Year following approval by Council. The timetable for 2026/27 is attached to the report at Appendix A.

## 5 Supporting Information

5.1 The timetable of meetings for the Municipal Year 2026/27 is attached as Appendix A to the report and has been based on the following:

- Council meetings to be held in May, July, October, November, February and March. The Budget Council meeting is proposed for 25 February 2027;
- Executive meetings have been arranged to take cognisance of democratic requirements;
- Area Planning Committees (both Eastern and Western) to be held on a monthly cycle with provisional dates included for District Planning Committees on a bi-monthly cycle. District Planning Committees will only be held if the meetings are required and additional meetings may be arranged to ensure that Planning timescales are adhered to;
- Five meetings of the Resources and Place Scrutiny Committee have been scheduled, with the meeting proposed for 9 February 2027 to focus on the 2027/28 Budget;
- Four meetings have been scheduled of both the Children and Young People Scrutiny Committee and the Health and Adult Social Care Scrutiny Committee;
- Licensing Committee meetings have been set for July, November and January. Additional meetings will be arranged on an ad hoc basis;
- The number of Health and Wellbeing Board meetings has been reduced to three, meetings to be held in May, September and January;
- Governance Committees have been arranged to meet deadlines for Council meetings and to facilitate the signing off of the Council's financial accounts;
- Personnel Committee meetings will be held in July and January;
- Four Corporate Parenting Panels are scheduled (June, September, December and March);
- Two District/Parish Conferences are scheduled each year;

## 2026/27 West Berkshire Council Timetable of Public Meetings

- Joint Public Protection Committees have provisionally been included on the timetable. These dates will be finalised in liaison with colleagues in Bracknell Forest Council and Wokingham Borough Council.
- Member Induction and Development sessions will be added into the timetable once dates have been confirmed.

5.2 In addition the timetable, once agreed, is also shared with Town and Parish Councils and the Fire Authority so that it can be taken into consideration when their schedules of meetings are agreed.

## 6 Other options considered

6.1 None.

## 7 Conclusion

7.1 The schedule has been drafted to ensure that the number of meetings takes into account the volume of business demands. Adoption will allow time for Members to put meetings into their diaries prior to the commencement of the Municipal Year. The timetable will also form the basis of a committee programme for administrative purposes.

## 8 Appendices

8.1 Appendix A – Timetable of meetings – May 2026 to May 2027

---

### Background Papers:

None.

### Subject to Call-In:

Yes:  No:

The item is due to be referred to Council for final approval



**Wards affected:** All

### Officer details:

Name: Stephen Chard  
Job Title: Democratic Services Manager  
Tel No: (01635) 519462  
E-mail: stephen.chard@westberks.gov.uk

---

# West Berkshire Council – Timetable of Meetings- May 2026 to May 2027

	MAY 2026	JUN 2026	JUL 2026	AUG 2026	SEP 2026	OCT 2026	NOV 2026	DEC 2026	JAN 2027	FEB 2027	MAR 2027	APR 2027	MAY 2027														
Mon		1								1	1	JPPC															
Tues		2			1			1		2	2	CYPSC															
Wed		3	E	1	E			2	E	3	E																
Thu		4	CYPSC	2	X			3	CYPSC	4		1															
Fri	1	5	3					4		1	BH	5	2														
Sat	2	6	4	1				5		6		3	1														
Sun	3	7	5	2				6	1	7		4	2														
Mon	4	BH	8	JPPC	6	LIC	3	7	JPPC	2	LIC	7	JPPC	4	8		8	G	5		3	BH					
Tues	5		9	HASC	7		4	8		3	RPSC	8		5	9	RPSC	9	HASC	6		4						
Wed	6	E	10		8	D	5	E	9	D	7	E	4	E	9	CPP	6	10		10	D	7	E	5			
Thu	7	HWB	11		9		6		10	CYPSC	8		5		10		7	11	X	11	DPC	8		6	Election		
Fri	8		12		10		7		11		9		6		11		8	12		12		9		7			
Sat	9		13		11		8		12		10		7		12		9	13		13		10		8			
Sun	10		14		12		9		13		11		8		13		10	14		14		11		9			
Mon	11		15		13		10		14		12		9		14		11	15		15		12		10			
Tues	12		16	RPSC	14	PC	11		15	RPSC	13	DPC	10		15	HASC	12	PC	16		16	RPSC	13		11		
Wed	13	D	17	W	15	W	12		16	W	14		11	D	16	W	13	E	17	W	17	W	14		12		
Thu	14	C	18		16	C	13		17		15	C	12	X	17	X	14		18		18	X	15		13		
Fri	15		19		17		14		18		16		13		18		15		19		19		16		14		
Sat	16		20		18		15		19		17		14		19		16	20		20		17		15			
Sun	17		21		19		16		20		18		15		20		17	21		21		18		16			
Mon	18		22		20		17		21		19		16		21		18	LIC	22		22		19		17		
Tues	19		23	G	21		18		22	HASC	20		17	G	22		19		23		23	C	20		18		
Wed	20	W	24	CPP	22		19	W	23	CPP	21	W	18	W	23		20	D	24		24	CPP	21	W	19		
Thu	21	X	25		23		20		24	HWB/X	22		19		24		21	HWB	25	BC	25		22		20		
Fri	22		26		24		21		25		23		20		25	BH	22		26		26	BH	23		21		
Sat	23		27		25		22		26		24		21		26		23		27		27		24		22		
Sun	24		28		26		23		27		25		22		27		24		28		28		25		23		
Mon	25	BH	29		27		24		28		26		23		28	BH	25				29	BH	26		24		
Tues	26		30		28		25		29	G	27		24		29		26	G			30		27		25	C	
Wed	27				29		26		30		28		25		30		27	W			31		28		26	D	
Thu	28				30		27				29		26	C	31		28						29		27		
Fri	29				31		28				30		27				29						30		28		
Sat	30						29				31		28				30							29		29	
Sun	31						30						29				31								30		30
Mon							31	BH																		31	BH

- C** Council – 7.00pm except Budget meeting which starts at 5.30pm
- X** Executive – 6.00pm
- G** Governance Committee – 6.30pm
- RPSC** Resources and Place Scrutiny Committee – 6.30pm
- CYPSC** Children and Young People Scrutiny Committee – 6.30pm
- HASC** Health and Adult Social Care Scrutiny Committee – 1.30pm
- HWB** Health and Wellbeing Board - 9.30am
- LIC** Licensing Committee – 4.30pm
- CPP** Corporate Parenting Panel – 6.00pm
- DPC** District/Parish Conference – 6.30pm
- JPPC** Joint Public Protection Committee – 7.00pm
- W** Western Area Planning Committee - 6.30pm
- E** Eastern Area Planning Committee – 6.30pm
- D** District Planning Committee – 6.30pm
- PC** Personnel Committee – 6.30pm
- BH** Bank Holiday
- School Holiday** School Holiday

**Public Meetings:** All meetings are open to the public, with the exception of Corporate Parenting Panels  
**Venues:** Most meetings are held at the Council Offices, Market Street, Newbury.  
**Questions to Council, Executive, Health and Wellbeing Board, and Joint Public Protection Committee:** Questions related to agenda items must be submitted by 10.00am seven clear working days before the meeting.  
**District Planning Committee:** All stated dates are provisional subject to requirement.

This page is intentionally left blank

## Item 14: Notice of Motions

### Motion submitted for debate at the Council meeting on the 27 November 2025

- (a) The following Motion has been submitted in the name of Councillor David Marsh:

#### Swift bricks

Council notes that swifts, one of the oldest species on earth, fly thousands of miles (spending up to three years on the wing) to breed in the UK. Increasingly, they are finding their nesting sites blocked up. Their ancient forests with nest hollows now gone, they rely on cavities in buildings, but these too are disappearing, leaving this iconic creature on the RSPB “red list” of endangered species.

Swifts just need a brick with a hole in it to nest. The average two-storey new house contains 20,000 bricks and swift bricks– costing an estimated £30 each – can help save swifts, as well as other small nesting birds. The Labour government, having promised in opposition to incorporate a swift brick nest box into new buildings by law, has reneged on this pledge.

Council further notes, however, that a number of local authorities, with all-party support, have adopted policies requiring swift bricks to be included in new developments. These measures have proved popular with residents as well as local wildlife charities.

Council therefore resolves that:

Swift boxes will be installed at suitable council-owned properties, including providing audio lures to attract breeding pairs, before the next nesting season in May 2026.

At least 50% of homes on new developments in West Berkshire shall be required to have at least two swift bricks installed. New commercial and industrial developments shall be required to have at least three swift bricks installed per appropriate unit.

This condition will be attached to all relevant planning permissions for new buildings, in line with Local Plan policy SP11, Biodiversity and Geodiversity, the Council's Environment Strategy (refreshed May 2025), the Berkshire Biodiversity Strategy, and other initiatives to maintain, restore and increase biodiversity in West Berkshire.

This is in addition to any biodiversity mitigation or enhancements normally requested through the planning process.

This page is intentionally left blank

Council – 27 November 2025

## **Item 15 – Member Questions**

To Follow

This page is intentionally left blank