

POLICY AND RESOURCES CABINET COMMITTEE

Thursday, 2nd July, 2026

10.00 am

**Council Chamber, Sessions House, County Hall,
Maidstone**





AGENDA

POLICY AND RESOURCES CABINET COMMITTEE

Thursday, 2 July 2026, at 10.00 am
Council Chamber, Sessions House, County
Hall, Maidstone

Ask for: **Hayley Savage**
Telephone: **03000 414286**

Membership (13)

Reform UK (8):	Mr P Chamberlain (Chairman), Mr N Wibberley (Vice-Chair), Mr W Chapman, Ms S Emberson, Mr L Evans, Mr J Finch, Mr M Mulvihill and Mrs B Porter
Liberal Democrat (1):	Mr A J Hook
Restore Britain (1):	Mr D Burns
Green (1):	Mr M A J Hood
Conservative (1):	Mr H Rayner
Labour (1):	Mr A Brady

UNRESTRICTED ITEMS

(During these items the meeting is likely to be open to the public)

- 1 Apologies and Substitutes
- 2 Declarations of Interest by Members in items on the Agenda
- 3 Minutes of the meeting held on 6 May 2026 (Pages 1 - 10)
- 4 26/00031 - Adoption of the Delivery of Local Government Efficiency (DOLGE) Strategy (Pages 11 - 52)

- 5 26/00039 - Extension of Domestic Abuse Act Framework and Associated Services (Pages 53 - 104)
- 6 Local Outcomes Framework (Pages 105 - 118)
- 7 Budget Planning Process 2027-28 and Medium-Term Financial Plan (MTFP) Update (Pages 119 - 134)
- 8 Commercial and Procurement Performance Update (Financial Year 2025/2026) (Pages 135 - 142)
- 9 26/00032 - Adoption of the KCC Winning for Kent: Procurement with Purpose Policy 2026-2028 (Pages 143 - 170)
- 10 Work Programme (Pages 171 - 172)
- 11 26/00036 - Turner Contemporary - Arts Council England (ACE) Grant (Pages 173 - 244)

Motion to exclude the press and public for exempt business

That, under Section 100A of the Local Government Act 1972, the press and public be excluded from the meeting for the following business on the grounds that it involves the likely disclosure of exempt information as defined in paragraph 3 of part 1 of Schedule 12A of the Act.

Paragraph 3 – Information relating to the financial or business affairs of any particular person (including the authority holding that information)

EXEMPT ITEMS

(During these items the meeting is likely NOT to be open to the press and public)

- 12 26/00040 - Oracle Cloud Programme (Pages 245 - 262)

Benjamin Watts
Deputy Chief Executive
03000 416814

Wednesday, 24 June 2026

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KENT COUNTY COUNCIL**POLICY AND RESOURCES CABINET COMMITTEE**

MINUTES of a meeting of the Policy and Resources Cabinet Committee held in the Council Chamber, Sessions House, County Hall, Maidstone on Wednesday, 6 May 2026

PRESENT: Mr P Chamberlain (Chairman), Mr N Wibberley (Vice-Chair), Mr D Burns, Mr W Chapman, Ms S Emberson, Mr L Evans, Mr J Finch, Mr M A J Hood, Mr M Mulvihill, Mrs B Porter, Mr H Rayner and Mr M J Sole

ALSO PRESENT: Mr B Collins and Ms L Kemkaran

IN ATTENDANCE: Ms L Adam (Operations and Client Relationships Manager), Mrs A Beer (Chief Executive), Mrs R Spore (Director of Infrastructure), Mr B Watts (Deputy Chief Executive), Ms C Maynard (Chief Procurement Officer), Ms H Savage (Democratic Services Officer), Ms V Lawrence-Rose (Project Manager), Ms R Anderson (Head of Business Information, Strategy and Assurance), Mr M Cheverton (Head of Real Estate Services), Mr H D'Alton (Programme Manager (Strategic Programmes)), Mr S Dodd (Investment and Development Consultant), Mr A Jeffery (Head of Resilience & Emergency Planning), Ms E Sanderson (Head of Portfolio Management Office), Ms J Taylor (Head of Capital), Ms T Veasey (Financial Hardship Programme Manager), Mr M Wagner (Chief Analyst), Ms J Hanna (Domestic Abuse Projects and Partnerships Team Lead) and Ms R Hare (Assistant Director for Integrated Children's Services for South Kent)

UNRESTRICTED ITEMS**55. Apologies and Substitutes**

(Item 1)

Apologies for absence were received from Mr Hook, for whom Mr Sole was present as a substitute.

56. Declarations of Interest by Members in items on the Agenda

(Item 2)

There were no declarations of interest.

57. Minutes of the meeting held on 11 March 2026

(Item 3)

RESOLVED that the minutes of the meeting held on 11 March 2026 were a correct record and that they be signed by the Chairman.

58. Performance Dashboard for the Chief Executive's Department and Deputy Chief Executive's Department

(Item 4)

1. The Leader of the Council introduced the report which provided an overview of performance against key strategic and operational measures for the Chief Executive's Department and the Deputy Chief Executive's Department.
2. Mr Matthew Wagner, Chief Analyst, outlined progress against agreed Key Performance Indicators (KPI) and explained that overall performance remained positive, with twenty four indicators rated green, three amber, and three red. He highlighted the three red indicators which related to the age of sundry debt, the timeliness of subject access request responses and the handling of complaints.
3. Further to questions and comments from Members the discussion covered the following:
 - (a) Members raised concerns regarding the level of outstanding debt with the Integrated Care Board (ICB), including whether payments were being made, the overall scale of reciprocal debt, and the associated financial risks. Mr Brendan Arnold confirmed that the matter was subject to ongoing high-level discussions and mediation, with a constructive and cooperative approach being taken. Further detail would be provided in future reports to the committee.
 - (b) Additional questions were raised regarding the increase in complaints volumes and whether this reflected declining service performance. The Deputy Chief Executive noted that complaints levels did not directly correlate with service performance and confirmed that more detailed analysis would be provided through Governance and Audit Committee reports.
4. RESOLVED that the performance dashboard for the Chief Executive's Department and the Deputy Chief Executive's Department be noted.

59. 26/00016 - Crisis and Resilience Fund (CRF) 2026-2029 - Delivery Plans
(Item 5)

Mr Rob Yates was present for this item as a Guest Member.

1. The Leader of the Council introduced the report which set out the proposed delivery plan for the Crisis and Resilience Fund for the period 2026–2029. The fund replaced the Household Support Fund and brought together crisis support and housing-related assistance into a multi-year programme focused on prevention and resilience.
2. Mr Ben Watts, Deputy Chief Executive, provided a PowerPoint presentation and outlined the funding allocation, the four required strands of delivery, and the proposed eligibility criteria. Mr Watts explained the emphasis on a cash-first approach where safe and appropriate, alongside robust safeguards to protect public funds, including assessment processes, fraud prevention measures and ongoing monitoring.
3. Further to questions and comments from Members the discussion covered the following:

- (a) Members discussed the balance between providing timely financial support and protecting against fraud, particularly in relation to the cash-first approach. Officers confirmed that decisions would be made on an individual basis, drawing on experience from previous schemes, and supported by appropriate verification processes. It was also clarified that while Kent County Council (KCC) would manage the core crisis scheme, district and borough councils would play a role in delivery, particularly in administering the additional heating oil support funding in partnership with KCC and other organisations.
- (b) Questions were raised regarding communication and how eligible residents would be made aware of the fund. Officers confirmed that information would be available via a dedicated webpage and that partners, including district councils, would support targeted communications. Members suggested further engagement with external partners, such as heating oil suppliers, to increase awareness among eligible households.
- (c) Members also explored broader issues around financial inclusion and income maximisation, including whether additional support could be provided to ensure residents access existing entitlements. Officers acknowledged the importance of this issue and agreed to consider it further outside the meeting, noting that the CRF itself was subject to specific government constraints.
- (d) Further queries addressed the scale of need for heating oil support and the distribution of funding. Officers noted that while detailed data is limited, the Council's role was to allocate the available funding as fairly as possible in line with scheme requirements. Clarification was also provided that homeless applicants could access support via professional referrals.

4. RESOLVED that the Cabinet Committee endorses the proposed decision to:

- a) Approve the Crisis Resilience Fund Delivery Plan for 2026-2029
- b) Approve the proposed use of the CRF across (a) Crisis Payments (after careful assessment cash first by default unless inappropriate), (b) Housing Payments replacing Discretionary Housing Payments (DHP) within CRF scope (year 3), (c) Resilience Services (e.g. income maximisation, debt advice, digital inclusion), (d) Community Coordination, and (e) any additional provision funded by government as a top-up to CRF targeting defined local need, in line with CRF guidance.
- c) Delegate authority to the Senior Responsible Officer (Director of Public Health), in consultation with the Leader, to assess the suitability of cash, vouchers or goods and take all necessary actions to implement the decision, including but not limited to, entering into contractual arrangements, legal agreements, making grant awards, and making any consequential changes to ensure compliance to CRF guidance, grant determination and reporting requirements, and ensuring spend within the funding period. Judging which method of delivery i.e. cash, vouchers or goods is most appropriate on a case by case basis.
- d) Delegate authority to the Deputy Chief Executive and Corporate Director of Children, Young People and Education, where relevant, to implement

operational arrangements with internal services and partners to support the implementation of the CRF.

- e) Authorise officers to undertake any ancillary activities required to meet CRF funding rules, including procurement, data sharing arrangements, and engagement with district councils, VCS partners and suppliers.

60. Resilience Update

(Item 6)

1. The Deputy Leader introduced the report and acknowledged the commitment of officers involved in emergency planning and response activity, including out-of-hours work.
2. Mr Andy Jeffery, Head of Resilience and Emergency Planning, provided an update on resilience activity, encouraging Members to attend ongoing training on their roles in emergency situations. Members were informed that the national UK terrorism threat level had increased from “substantial” to “severe,” with the government reflecting a higher likelihood of attack linked to rising Islamist and extreme right-wing threats, although no additional local measures were currently required. Mr Jeffery highlighted the strong commitment and positive engagement of Council officers over the past three months, noting that staff consistently went above and beyond, including outside normal hours, to support residents. This dedication was central to ensuring an effective response to incidents and reflected the Council’s duty to assist people at some of the most challenging moments in their lives.
3. Mr Jeffery also provided an update on the Canterbury meningitis outbreak, where KCC’s internal debrief identified areas for improvement, including staff resourcing, information sharing, emergency facilities, and Member communications, alongside positive feedback on public health leadership, effective command structures, and strong cross-service collaboration.
4. Further to questions and comments from Members the discussion covered the following:
 - (a) Questions were raised regarding communications during incidents, infrastructure resilience, and the preparedness of services to respond to repeat events, particularly in relation to water supply disruptions. Mr Jeffery acknowledged these concerns and noted that findings from the recent KCC Short Focused Inquiry into water outages would be reported separately, providing further detail and recommendations.
 - (b) The Committee also considered broader risks, including infrastructure pressures and potential major incidents such as terrorism. Members sought reassurance regarding preparedness for complex scenarios, including cross-boundary coordination with neighbouring authorities and government agencies. Mr Jeffery confirmed that close working relationships were in place, including with Essex County Council and relevant national bodies, and that further briefings for Members could be arranged where appropriate, subject to sensitivity.

- (c) The discussion also covered the use of Airwave radios to improve communications resilience in the event of network failure. Mr Jeffery confirmed that the system had recently been rolled out to key staff and would be tested further, particularly in areas with limited mobile coverage.
- (d) The Deputy Chief Executive emphasised the importance of Member training in resilience and emergency response. It was noted that not all Members had yet completed the relevant training, and efforts would continue to ensure full participation, with potential reporting on completion rates in future.

5. RESOLVED that the report be noted.

61. Freedom of Information and Subject Access Requests

(Item 7)

- 1. Mr Ben Watts, Deputy Chief Executive, and Ms Lizzy Adam, Operations and Client Relationships Manager, introduced the report, explaining that it followed earlier discussions and provided additional detail on the pressures facing the service and the actions being taken to improve performance within existing resources.
- 2. RESOLVED that the report be noted.

62. Kent & Medway Domestic Abuse Strategy

(Item 8)

This item was taken after Item 5.

- 1. The Leader of the Council introduced the report, explaining that it provided an update on progress against the Kent and Medway Domestic Abuse Strategy 2024–2029 and sought to inform the next phase of delivery.
- 2. Ms Jenny Hanna, Domestic Abuse Projects and Partnerships Team Lead, summarised progress during the second year of the strategy, including activity focused on prevention and early intervention, workforce development, improved risk management arrangements, survivor support services and recovery-focused provision. Ms Hanna highlighted the importance of partnership working across a complex system and the central role of survivor voice in shaping delivery.
- 3. Further to questions and comments from Members the discussion covered the following:
 - (a) Members welcomed the progress and acknowledged the scale of work undertaken. Questions were raised regarding the sustainability of funding over the five-year strategy. Ms Hanna confirmed that core funding was provided through ring-fenced government grants to meet statutory duties, supplemented by partner contributions, with further updates to be provided through future commissioning reports.

- (b) Members also discussed opportunities to strengthen prevention work, including expanding campaigns, training, and engagement with schools, community groups, and sports organisations. Suggestions included further development of active bystander training and extending initiatives such as the White Ribbon campaign. It was noted that domestic abuse can affect individuals of all genders and ages, and this was reflected in the strategy's inclusive approach. Officers acknowledged these suggestions and agreed to explore them further through existing partnership groups. It was also confirmed that previous campaigns, such as "Don't Disrespect," were time-limited but could be revisited subject to partner and stakeholder input.
4. RESOLVED that progress against the Kent and Medway Domestic Abuse Strategy be noted.

63. 26/00027 - Infrastructure Condition Survey Programme
(Item 9)

1. Mr Hugh D'Alton, Strategic Programme Manager, introduced the report, which set out proposals to recommence a rolling programme of condition surveys across the Council's estate from quarter three of the 2026 financial year. Mr D'Alton explained that the Council managed a large and ageing estate, including corporate, tenanted and education assets, and that the previous survey cycle (2019–2022) was now out of date. Restarting the programme would provide up-to-date information to support investment decisions, prioritise maintenance, ensure buildings remained safe and operational, and meet statutory and reporting requirements. The work would be funded within existing budgets, although a key decision was required due to the expected value exceeding £1 million.
2. Further to questions and comments from Members the discussion covered the following:
 - (a) Members discussed the gap in surveying coverage, noting that 70% of the estate was surveyed during the last cycle, with the remaining 30% largely impacted by access issues during the COVID-19 period. Officers clarified that while some buildings had not had full condition surveys, they had continued to be monitored through statutory compliance checks and maintenance processes. It was confirmed that higher-risk buildings were prioritised during the previous programme, and the next phase would seek to address gaps in coverage.
 - (b) Concerns were raised regarding the scale of the maintenance backlog and the level of funding allocated within the medium-term financial plan. Members highlighted the disparity between identified maintenance needs and projected future budgets. The Deputy Leader acknowledged ongoing financial pressures and confirmed that funding levels were subject to review and may be adjusted, particularly once further clarity was available on wider organisational changes.
 - (c) Members also discussed the implications of potential local government reorganisation (LGR) on the Council's estate, including the risks of investing in or disposing of assets ahead of structural changes. Mrs Spore

advised that the condition survey programme was necessary regardless of any future reorganisation, as it provided essential data to support informed decision-making and long-term asset management.

- (d) Clarification was provided that the programme would commence in the third quarter of the financial year (2026–27). Mrs Spore emphasised that updated condition data was critical for understanding asset condition, forecasting maintenance needs, and supporting both current operations and any future successor authorities.

3. RESOLVED that the Cabinet Committee endorses the proposed decision to:
 - 1) The establishment of a condition survey programme to ascertain the current condition status of property assets within the Council's education and corporate estate and inform future decision taking; and
 - 2) Delegate authority to the Director of Infrastructure, to take necessary actions, including but not limited to, entering into contracts and other legal agreements as required to deliver the programme in line with approved budgets.

64. Work Programme 2026

(Item 10)

RESOLVED that the work programme be noted.

65. 26/00022 - Freehold Disposals Programme 2026-27

(Item 11)

Mr Colin Sefton was present for this item as a Guest Member.

1. Mrs Rebecca Spore (Director of Infrastructure) introduced the report, which proposed a new strategic approach to managing property disposals. Mrs Spore explained that, rather than bringing forward individual disposals throughout the year, the programme provided a transparent overview of 45 assets at various stages of the process. This approach enabled greater Member oversight, improved planning, and flexibility to respond to market conditions, while still maintaining full governance arrangements and Local Member involvement. The programme also set out anticipated capital receipt targets over the next three years, with proceeds to be reinvested in the Council's capital priorities.
2. Members broadly supported the revised programme approach but raised concerns regarding the potential impact of disposals in the context of local government reorganisation (LGR), particularly the risk of losing assets that could support future social housing, education, or community needs. Mrs Spore confirmed that decisions were balanced against current statutory and financial responsibilities, with ongoing engagement with district councils to explore future use where appropriate. It was also confirmed that all disposals remained subject to legislation, policy requirements, and future government direction, and that strategic sites for education and other long-term needs were actively safeguarded.

3. RESOLVED that, under Section 100A of the Local Government Act 1972, the press and public be excluded from the meeting on the grounds that the following business involved the likely disclosure of exempt information as defined in paragraph 3 of Part 1 of Schedule 12A of the Act.
4. RESOLVED that the Cabinet Committee endorses the proposed decision to:
 1. APPROVE the Kent County Council Freehold Disposal programme 2026/2027, and;
 2. DELEGATE authority to the Director of Infrastructure, in consultation with the Deputy Leader and relevant Cabinet Members as required, to implement the approved programme, including but not limited to, agreeing all necessary disposal terms and entering into relevant contracts or other legal agreements as required to implement the decision.

66. 26/00021 - Biodiversity Net Gain Pilot Scheme at Preston Hill
(Item 12)

1. Ms Rebecca Anderson introduced the report on a proposed Biodiversity Net Gain (BNG) pilot scheme at Preston Hill, marking a new approach for the Council in using land to create and sell biodiversity units. Ms Anderson explained that the site had been assessed alongside other potential uses and, due to its location within the green belt, BNG was considered the most appropriate option. The scheme was expected to enhance the site's ecological value while also generating a higher financial return than alternative uses. The proposal included outsourcing delivery and management of the site to the Commercial Services Group, with a nine-month period to establish the necessary agreements and arrangements. Members were advised that, due to the complexity of BNG schemes, this would operate as an 18-month pilot to allow for monitoring and evaluation before any wider rollout to other sites.
2. Members raised questions about the potential to apply similar approaches to other Council-owned land, including former landfill sites, and whether BNG schemes could compete with or limit opportunities for community or charitable use. Ms Anderson confirmed that such sites were being considered where appropriate, but viability depended on factors such as site size, costs, and the ability to generate sufficient biodiversity units. It was emphasised that decisions would continue to be taken on a case-by-case basis.
3. RESOLVED that, under Section 100A of the Local Government Act 1972, the press and public be excluded from the meeting on the grounds that the following business involved the likely disclosure of exempt information as defined in paragraph 3 of Part 1 of Schedule 12A of the Act.
4. RESOLVED that the Cabinet Committee endorses the proposed decision to:
 1. Approve the Biodiversity net gain (BNG) pilot scheme at the Preston Hill site and an arrangement with Commercial Services Group (CSG) to implement the decision in relation to the site as set out by the blue hatched area in appendix C; and

2. Delegate authority to the Director of Infrastructure, in consultation with the Deputy Leader, to take necessary actions, including but not limited to, negotiating, entering into and finalising the terms of relevant leases, contract arrangements or other legal agreements, as required, to implement the decision as necessary.

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From: Linden Kemkaran, Leader
Chris Hespe, Cabinet Member, Local Government Efficiency and Reorganisation

To: Policy and Resources Cabinet Committee – 2 July 2026

Subject: DOLGE Draft Strategy

Decision no: 26/00031

Key Decision : Yes – affects more than 2 electoral divisions

Classification: Unrestricted

Past Pathway of report: N/A

Future Pathway of report: Cabinet – 22 July 2026, Cabinet Decision

Electoral Division: All - Countywide

Is the decision eligible for call-in? Yes

Summary: This report presents the draft strategy for DOLGE. The ‘Department for Local Government Efficiency’ was established by the Administration in May 2025. The draft strategy is appended to this report. This report provides the context and rationale for DOLGE moving into its second phase in which it will be named ‘Delivery of Local Government Efficiency’, presents the components of the strategy and outlines the future collaborative nature of the DOLGE effort.

Recommendation(s):

The Policy and Resources Cabinet Committee is asked to CONSIDER and ENDORSE or make recommendations to the Cabinet Member for Local Government Efficiency and Reorganisation on the proposed Cabinet decision to approve and adopt the strategy.

1. Introduction

1.1 The Department for Local Government Efficiency (DOLGE) was created by the Leader of KCC in May 2025 through the establishment of a Cabinet Member for

Local Government Efficiency and the identification of two Deputy Cabinet Members who could assist the effort. DOLGE was established to provide a new pair of eyes on KCCs budget and to seek savings and efficiencies where possible. This would be done through interrogating every line of the Council's budget, which had been set by the previous administration, to ensure that money allocated fit with the new administration's priorities, there was no obvious wasteful spending and, as the year progressed, spend and savings were on track to be delivered.

2. Key Considerations

2.1 The production of a strategy at this time is required in order to stress the required collaborative approach that should be taken across the authority in order to continue to drive efficiencies and value for money. The strategy is written in such a way as to be a living document, able to be amended moving forward. The recommendations within the strategy have been produced to fit with existing corporate structures and processes as much as possible.

3. Background

3.1 The administration inherited an incredibly challenging financial position from the outgoing Conservative administration. The authority had long-term debt of £732 million, was paying £84,000 in debt interest daily, had a savings and increased income target for 2025/26 of £121 million, had to deal with the previous administrations' overspend of more than £20 million and ballooning spend in Adult Social Care. DOLGE was effective immediately in addressing future cost avoidance; making input into the monitoring of spend and savings; working with the Procurement team and overseeing the production of the authority's first Commercial Strategy; working with Adult Social Care to address overspends; addressing with the Chief Executive the introduction of spending controls authority-wide; supporting the Deputy Leader in debt reduction efforts; identifying savings options as part of the budget-build process; proposing the best value option for Local Government Reorganisation to provide savings for Kent residents, and proposing Committee restructuring to enhance both efficiency and effectiveness.

The Second Phase of DOLGE

3.2 With the Administration now managing its own budget, the DOLGE programme can shift to a more collaborative approach. DOLGE will continue to seek economies and efficiencies, identify savings opportunities, and value for money for Kent residents. However, the priorities for the authority necessitate a dynamic process, with the DOLGE concept being 'owned' by all Cabinet Members, other Members of the administration and staff. Senior staff must be involved. DOLGE is about ensuring the culture of KCC is one where all staff are conscious of all spend and the need to do it carefully, fully cognisant that it is residents' money that they are spending. In this new phase of DOLGE, seeking efficiency and better spend of taxpayers' money can not be seen as solely the responsibility of a small number of core elected Members, but rather be embedded within the organisation and its staff. Cost-consciousness must become embedded in all Directorates. Innovation and creativity must be allowed and encouraged to flourish, as this will provide the ideas and motivate staff to make best use of resources. In the second phase, the DOLGE effort has to be flexible and adaptable. DOLGE will not be about wielding a chainsaw or a salami-

slicer, but about helping the authority to find and implement sensible, pragmatic solutions where efficiency is at the core. The draft strategy reflects this reality.

The Draft Strategy

3.3 The draft strategy for DOLGE has been produced to give clear direction and wider understanding of its function and how it will work moving forward. It provides clarity of purpose for DOLGE as it enters its second phase. The first year of DOLGE entailed a small group of elected Members scrutinising each budget line seeking to find waste or inefficiencies with view to making savings and also providing input into savings options as part of the budget-setting process. However, with the administration now having set its own budget for 2026/27, the work of DOLGE will become a collaborative effort between the administration's Members and officers. The draft strategy has been produced to provide the prioritisation for this work and a framework for the authority's efficiency efforts moving forward.

Strategy Components

3.4 The strategy, which aligns with the Strategic Statement, provides the background to the formation of DOLGE and summarises some of the key successes in its first year; a year in which the authority reduced its debt by £122 million; made in excess of £100 million savings; set a balanced budget with increased spending capacity for Adult Social Care, Children's Services and Growth, Environment and Transportation; whilst increasing its net reserves, taking on no additional borrowing and setting a Council Tax rate lower than 89% of County, Metropolitan and Unitary Councils in England.

3.5 In order to inform the second phase of the DOLGE work, analysis of the strengths, weaknesses, opportunities and threats for DOLGE was carried out ('SWOT'), along with an assessment of political, economic, social, technological, legal and environmental factors ('PESTLE'). Consultation was held with the authority's Leadership, Cabinet Members, the administration's backbenchers, the Chief Executive, the Section 151 Officer and the Corporate Management Team.

3.6 Four strategic areas have been identified, with recommended actions in each. Those strategic areas are:

- Efficiency and simplification
- Ensuring spend and savings are to budget
- Commercial and income generation
- Resilience and Local Government Reorganisation

3.7 A small number of top priorities for action by KCC have been identified from within the four strategic areas.

3.8 In addition, the draft strategy presents a number of 'core principles' for implementation across the authority and used to challenge all spend.

3.9 The DOLGE concept of seeking efficiency and value for money will be embedded in the organisation and championed by Members and senior staff, who will be responsible for implementing the strategy and its principles. The strategy builds upon existing and previous work in efficiency within KCC and the

recommendations are designed to fit with existing monitoring and budget-build processes wherever possible. From immediate effect, the acronym 'DOLGE' will stand for 'Delivery of Local Government Efficiency'.

Proposed Way of Working

3.10 DOLGE will continue to seek economies and efficiencies, identify savings opportunities and value for money for Kent residents. However, the priorities outlined in the strategy necessitate a dynamic process within the DOLGE concept being 'owned' by all Cabinet Members, other Members of the administration, and understood and delivered by staff. DOLGE is about ensuring that the culture is one where all staff are conscious of all spend and the need to do it carefully, fully cognisant that it is residents' money that they are spending. In this second phase of DOLGE, seeking efficiency and better spend of taxpayers' money cannot be seen as solely the responsibility of a small number of core elected Members, but rather be embedded within the organisation and its staff. DOLGE will not be about wielding a chainsaw or a salami-slicer, but about helping the authority to find and implement sensible, pragmatic solutions where efficiency is at the core.

3.11 Although the draft strategy lays out clearly the priorities for the authority in seeking enhanced efficiency and effectiveness moving forward, due to the dynamic and ambitious nature of the DOLGE effort, work has already commenced on implementing a number of its recommendations. These include establishing a 'Star Chamber' with senior Members and Adult Social Care staff; exploring the establishment of an account management process for major suppliers and contracts, and considering further Artificial Intelligence options for the authority. In addition, financial provision has already been made for a scheme to recognise staff who come forward with successful income generation or cost-saving ideas, and for seed-corn funding for Directorate income generation projects.

Reporting on Progress

3.12 DOLGE will report on progress and plans to staff, the Policy and Resources Cabinet Committee, Cabinet (and Full Council, where appropriate).

Resourcing Required

3.13 The collaborative approach, via the second phase of DOLGE, will involve all Cabinet Members and be supported by all Reform UK Members in the authority. At its helm will be the Cabinet Member for Local Government Efficiency and Reorganisation and the Deputy Cabinet Member, Local Government Efficiency and Reorganisation, who both authored the draft strategy. Currently, there is no additional resource requirement identified to carry out the DOLGE work or the priorities in this report, as the DOLGE concept will become a core part of the authority's overall work.

4. Options considered and dismissed, and associated risk

4.1 . Consideration was given to building Local Government Efficiency arrangements, as referenced in the Strategy, into operational level processes and activities only, utilising existing regular Executive oversight and policy direction

processes. This was rejected as the logical progression for the DOLGE effort is to move the programme to a formalised, authority-wide and collaborative format via a substantive Cabinet approved Strategy.

5. Financial Implications

5.1 Currently, there is no additional resource requirement identified to carry out the DOLGE work or the priorities in the strategy, as the DOLGE concept will become a core part of the authority's overall work.

6. Legal implications

6.1 There are no legal implications associated with the proposed adoption of the strategy.

7. Equalities implications

7.1 An EqIA has been undertaken for this proposed decision and whilst no impacts have been identified, any direct decisions that may follow from the DOLGE Strategy would still be subject to relevant and separate decisions and EQIAs as necessary.

8. Data Protection Implications

8.1 A DPIA screening has been undertaken concluding that a Data Protection Impact Assessment is not required at this time.

9. Other corporate implications

9.1 The four strategic areas, the selected top priority actions and the core principles that the strategy recommends, are relevant for all parts and levels of Kent County Council. The strategy will guide senior officers and the Administration's Members in order that sound decision making on specific programmes and projects can be taken using appropriate governance routes.

10. Governance

10.1 The Policy and Resources Cabinet Committee is asked to consider the planned Cabinet decision to approve and adopt the Delivery of Local Government Efficiency (DOLGE) Strategy.

10.2 Cabinet will be asked to approve and adopt the Strategy, and to delegate authority to the Chief Executive, in consultation with the Cabinet Member for Local Government Efficiency and Reorganisation, to make non-substantive revisions or updates to the Strategy as appropriate during its lifetime.

10.3 Any significant amendments or changes with substantive policy or resource implications will require further formal decision-making.

10.4 It is not expected that the strategy will have significant impact upon the Officer Scheme of Delegation, as the core recommendations and principles will be

implemented prior to the appropriate decision-making routes being followed. Any specific decision emanating from the implementation of the strategy will go through existing governance routes.

11. Conclusions

11.1 In its first year of operation, DOLGE was successful in scrutinising spend, making savings and identifying opportunities for greater efficiencies in KCC. With the Administration having set and now managing its own budget, the work of DOLGE will move to a second phase, where its work will require a collaborative approach and have wider 'ownership' within the authority amongst staff and Members of the administration. This paper is presented to support the draft strategy for DOLGE's work as it enters the second phase.

Recommendation(s):

The Policy and Resources Cabinet Committee is asked to CONSIDER and ENDORSE or make RECOMMENDATIONS to the Cabinet Member for Local Government Efficiency and Reorganisation on the proposed Cabinet decision to approve and adopt the Strategy.

12. Background Documents

Equality Impact Assessment (included as Appendix C)

[Reforming Kent 2025-2028](#)

13. Appendices

Appendix A Proposed Record of Decision (26/00031)

Appendix B Draft Delivery of Local Government Efficiency Strategy

Appendix C Equality Impact Assessment

14. Contact details

Report Author: Chris Hespe

Job title: Cabinet Member, Local Government Efficiency and Reorganisation

Email address: christopher.hespe@kent.gov.uk

KENT COUNTY COUNCIL – PROPOSED RECORD OF DECISION

DECISION TO BE TAKEN BY:

Cabinet

DECISION NO:

26/00031

For publication

Key decision: YES

Affects more than 2 electoral divisions.

Subject Matter: Adoption of the Delivery of Local Government Efficiency (DOLGE) Strategy

Decision:

Cabinet agrees to:

- (a) APPROVE** and **ADOPT** the Delivery of Local Government Efficiency (DOLGE) Strategy
- (b) DELEGATE** authority to the Chief Executive, in consultation with the Cabinet Member for Local Government Efficiency and Reorganisation, to make non-substantive revisions or updates to the strategy as appropriate during its lifetime

Reason(s) for decision:

The strategy for DOLGE has been produced to give clear direction and wider understanding of its function and how it will work moving forward. It provides clarity of purpose for DOLGE as it enters its second phase. The approved strategy will provide the prioritisation for this work and a framework for the authority's efficiency efforts moving forward.

Four strategic areas have been identified, with recommended actions in each. Those strategic areas are:

- Efficiency and simplification
- Ensuring spend and savings are to budget
- Commercial and income generation
- Resilience and Local Government Reorganisation

A small number of top priorities for action by KCC have been identified from within the four strategic areas.

In addition, the draft strategy presents a number of 'core principles' for implementation across the authority and used to challenge all spend.

Financial Implications

Currently, there is no additional resource requirement identified to carry out the DOLGE work or the priorities in the strategy, as the DOLGE concept will become a core part of the authority's overall work.

Legal implications

There are no legal implications associated with the proposed adoption of the strategy.

Equalities implications

An EqIA has been undertaken for this proposed decision and whilst no impacts have been identified, any direct decisions that may follow from the DOLGE Strategy would still be subject to relevant and separate decisions and EQIAs as necessary.

Cabinet Committee recommendations and other consultation:

The proposed decision will be considered by the Policy & Resources Cabinet Committee on 2 July 2026.

Any alternatives considered and rejected:

Build Local Government Efficiency arrangements and processes into operational level activities only, based on existing regular Executive oversight and policy direction.

- Rejected as the logical progression for the DOLGE effort is to move the programme to a formalised, authority-wide and collaborative format via a substantive Cabinet approved Strategy.

Any interest declared when the decision was taken and any dispensation granted by the Proper Officer:

N/A

.....
signed

.....
date

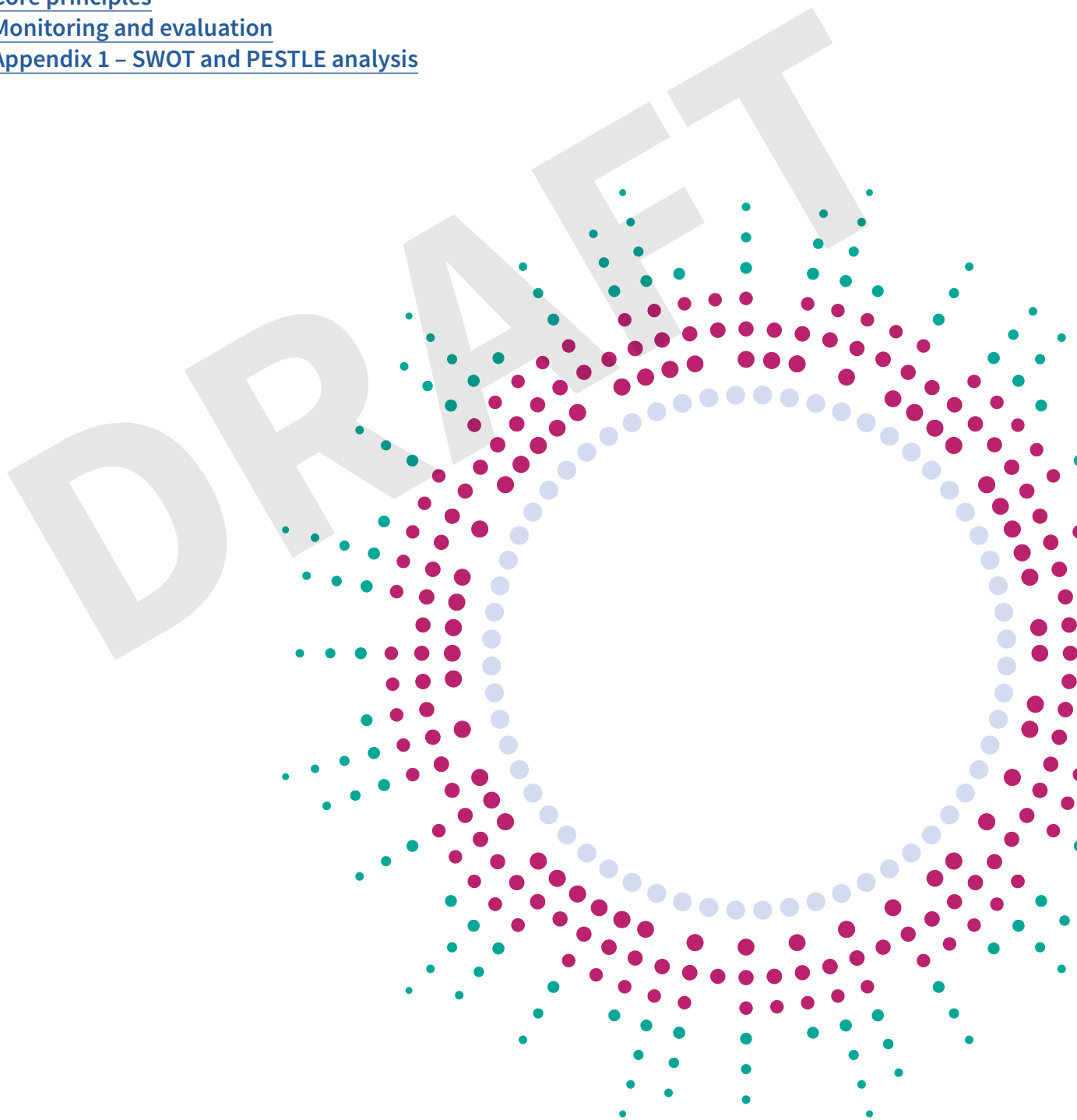


DELIVERY OF LOCAL GOVERNMENT EFFICIENCY (DOLGE) STRATEGY

A Unified Approach

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EXECUTIVE SUMMARY

In its first year of operation the Department of Local Government Efficiency (DOLGE) was successful in scrutinising spend, making savings, and identifying opportunities for greater efficiency in Kent County Council (KCC).

With the administration having set and now managing its own budget, the work of DOLGE will move to a second phase, which will require a collaborative approach and have wider 'ownership' within the authority amongst staff and Members. This strategy has been produced to guide and inform the future work of DOLGE as it enters its second phase; and reflects the ambitions of 'Reforming Kent', the Council's strategic statement. The production of this strategy should help restore public trust in local government that it seeks best value for its spending.

The desired 'end state' of an innovative culture; a leaner, more efficient and effective Council will require a new approach for DOLGE, shifting from a Member-focussed effort to a collaborative cross-authority model. In future the acronym 'DOLGE' will stand for 'Delivery of Local Government Efficiency'.

This strategy has been guided by a SWOT and PESTLE analysis and determines strategic areas for the work; each with a number of themes within the following strategic areas:

- Efficiency and Simplification
- Ensuring Spend and Savings are to Budget
- Commercial and Income Generation
- Resilience and Local Government Reorganisation

A number of priority actions have been identified within these themes. The strategy lists a number of principles which should become embedded within the authority, and guide officers' and Members' work. The work will be monitored and evaluated, with reporting made to appropriate committees.

It should be noted that in addition to recommending key actions and principles for the organisation to implement, this strategy is a framework for those and additional actions and objectives that may arise over time.

The role of Members involved in DOLGE will be;

- Overseeing the strategy
- Monitoring implementation of the principles
- Monitoring delivery by senior officers and Members
- Reviewing and reporting on delivery of efficiencies

The government's decision on Local Government Reorganisation (LGR) will have a bearing on the work of DOLGE, particularly as the authority may have to address its own exit. The strategy has been produced in such a way to be flexible around the outcome of LGR. It is envisaged that any successor authorities may wish to adopt the principles and key elements of this strategy.

The strategy has been produced as a 'living document' able to be updated as circumstances arise.

Introduction

The Department for Local Government Efficiency (DOLGE) was created by the Leader of KCC in May 2025 through the establishment of a Cabinet Member for Local Government Efficiency and the identification of two Deputy Cabinet Member positions who could assist the effort (Deputy Cabinet Member, Finance and Cross-Cabinet Activity; and Deputy Cabinet Member, Commercial and Trading). DOLGE was established to provide a new pair of eyes on KCCs budget and to seek savings and efficiencies where possible. This would be done through interrogating every line of the Council's budget, which had been set by the previous administration, to ensure that any waste and inefficiencies could be identified and, as the financial year progressed, spend and savings were on track to be delivered.

Background

The Administration inherited an incredibly challenging financial position from the outgoing Conservative administration. The authority had a debt of £732 million, was paying £84,000 in debt interest daily, had a savings and increased income target for 2025/26 of £121 million, was facing an overspend of £20.1 million and ballooning spend in Adult Social Care.



WORK IN THE FIRST YEAR (PHASE ONE)



Budget Lines

Early work of DOLGE entailed analysing all County Council budget lines, working with Cabinet Members and Directorates to identify opportunities for savings.

Future Cost Avoidance

This identified a number of areas where future spend could be avoided. This included scrapping the making of the property portfolio and the vehicle fleet Net Zero compliant by 2030; actions which were supported by the Council rescinding the KCC 'Climate Emergency Declaration' and thereby avoiding £39.5 million of future spend. In addition, the Council turned around the previous decision to dispose of Sessions House, resulting in a £14 million cost avoidance.

Monitoring Spend and Savings

A key priority in the first few months was to ensure that savings were on target to be achieved. At the end of the 2025/26 financial year, £100 million of those savings had been achieved.

Contracts

Much of the spend of the authority is via external contracts, so much of the DOLGE effort was in working with senior Procurement staff. This led to the production of Kent's first ever Commercial Strategy; a Supplier Day held at the County

Showground in Detling for which there were 750 applications and 300 businesses represented; a re-forming and more regular meetings of the Contract Management Review Group; the shifting of procurement expertise closer to the commissioning functions, and the introduction of a new commercial training module for KCC staff.

Adult Social Care

DOLGE saw the first quarter financial monitoring report only in August 2025 and it showed that the authority was off course to deliver against its budget in 2025/26. The most significant financial pressures were in Adult Social Care, which was anticipating a major year-end overspend. DOLGE, working alongside senior Members and officers, explored ways to address this problem, and with the appointment of a new temporary Corporate Director for Adult Social Care and Public Health, programmes were instigated to stabilise the budget which involved the introduction of caps and ceilings, keeping to frameworks, shaping market expectations, sharpening procurement principles and controlling spend. This resulted in a stabilising of the Adult Social Care spend over the final months of the last financial year. Progress

will continue with the establishment of an Adult Social Care ‘Star Chamber’ involving DOLGE and senior staff to provide continued focus on efficiency.



Spending Controls

Work with the Chief Executive resulted in the introduction of spending controls for the last five months of the year to help achieve budget stability. The management action taken included introducing a recruitment freeze for all but essential roles, limiting staff training to in-house courses, and preventing attendance at external conferences.



Identification of Additional Savings

DOLGE identified a number of savings options, which were discussed informally with Cabinet Members and members of the Corporate Management Team. Subsequently, a further £14 million of savings were generated by Directorates through the financial year.



Local Government Reorganisation

The KCC proposal for Local Government Reorganisation was submitted to government on 28 November 2025. The option selected by KCC (Option 1A) was designed by DOLGE and subsequently worked up by officers to the DOLGE requirement. This option was assessed by external consultants working on all options submitted from Kent, and the consultants’ conclusion from their full financial appraisal demonstrated that there would be significant savings to Kent from pursuing Option 1A to the tune of £460m over ten years.



Debt Reduction

DOLGE supported the Deputy Leader in work to reduce the authority’s long term debt, which was reduced by £114 million over the financial year, saving approximately £1.2m in debt interest payment per annum.



Committee Structure Savings

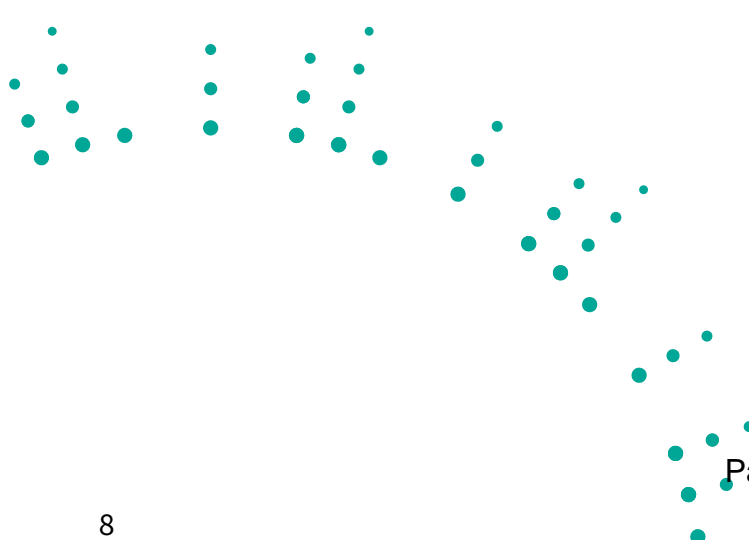
With the Deputy Leader, DOLGE instigated a review of Committees in Kent County Council to save £75,000 and reduce bureaucracy and duplication and enhance efficiency.



Budget-setting for 2026/27 and the Medium-Term Financial Plan

A key role for DOLGE throughout the year was in contributing to the thinking and prioritisation that helped to shape the budget for 2026/27 and the Medium-Term Financial Plan. Ultimately the balanced budget for KCC that was approved by Full Council on 12 February 2026 took on no new borrowing, provided a net increase in reserves of £19 million, continued to see debt reduce, had a savings and income target significantly less than the previous year (although still challenging at £88 million), and provided an increase in spending capacity in Adult Social Care (11% increase), Children’s Services (7.7%) and Growth, Environment and Transport (5.2%). In addition, the budget allowed the authority to set a Council Tax rise (3.99%) at below the maximum level allowed, for the first time in 13 years.

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PHASE TWO


SWOT AND PESTLE ANALYSIS

The strengths, weaknesses, opportunities and threats appertaining to DOLGE were assessed in the production of this strategy in order to determine future priorities and method of working.

The wider societal, political, economic, social, technological, legal and environmental context within which KCC operates were considered through using a PESTLE methodology.

The summary of the SWOT and PESTLE analysis are presented in Appendix 1.

WAY OF WORKING



With the Administration now managing its own budget, the DOLGE programme can shift to a more collaborative approach. DOLGE will continue to seek economies and efficiencies, identify savings opportunities, and value for money for Kent residents. However, the priorities outlined in this report necessitate a dynamic process with the DOLGE concept being 'owned' by all Cabinet Members, other Members of the administration, and understood and delivered by staff. DOLGE is about ensuring that the culture is one where all staff are conscious of all spend and the need to do it carefully, fully cognisant that it is residents' money that they are spending.

IN THIS NEW PHASE OF DOLGE, SEEKING EFFICIENCY AND BETTER SPEND OF TAXPAYERS' MONEY CAN NOT BE SEEN AS SOLELY THE RESPONSIBILITY OF A SMALL NUMBER OF CORE ELECTED MEMBERS, BUT RATHER BE EMBEDDED WITHIN THE ORGANISATION AND ITS STAFF.

Cost-consciousness must become embedded in all Directorates. Innovation and creativity must be allowed and encouraged to flourish, as this will provide the ideas and motivate staff to make best use of resources. In the second phase, the DOLGE effort has to be flexible and adaptable. DOLGE will not be about wielding a chainsaw or a salami-slicer, but about helping the authority to find and implement sensible, pragmatic solutions where efficiency is at the core.

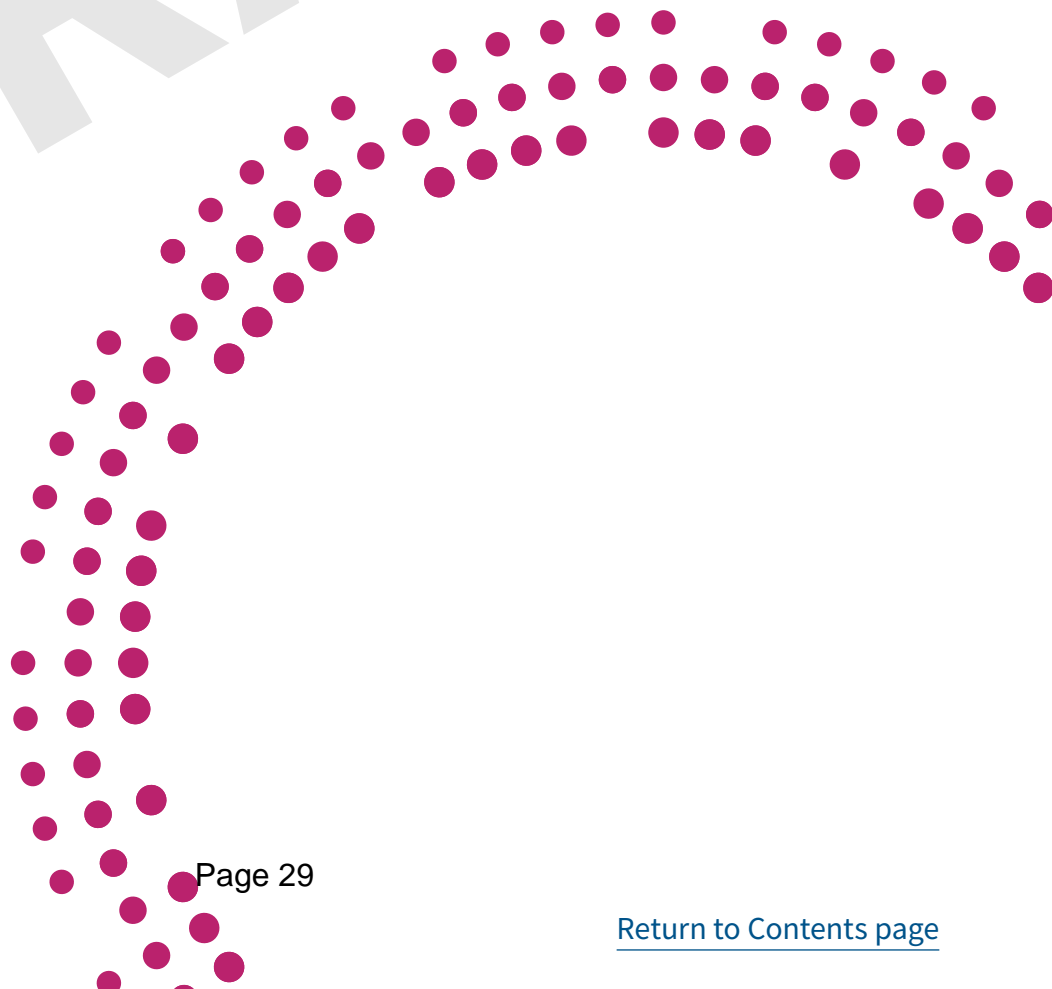
This strategy is not recommending an authority wide culture change programme. Such a programme could interfere with the timely delivery of the actions recommended here. However, many of the recommendations and key principles of this strategy will require new ways of thinking.

ALIGNMENT WITH THE KCC STRATEGIC STATEMENT: REFORMING KENT

The establishment of DOLGE was a key priority for the administration at KCC, and its significance is stated within 'Reforming Kent', the Council's strategic statement. Seeking value for money, driving efficiencies and making best use of every £1 spent feature strongly in the strategic statement.

Reforming Kent recognises the importance of KCC impacting positively on the quality of life of Kent's residents, and that a successful Kent County Council necessitates the organisation being focused, targeted and responsive to financial pressures. This DOLGE strategy provides that impetus.

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Officers' and Members' Roles

The DOLGE concept of seeing efficiency and value for money will be embedded in the organisation and championed by Members and senior staff, who will be responsible for implementing the strategy and its principles. The strategy will be 'owned' and implemented by KCC but monitored by the Cabinet Member and Deputy Cabinet Member for Local Government Efficiency.



Ensuring Delivery

Much work has been carried out in the past within KCC on seeking efficiencies. This strategy builds upon that foundation and provides a focal point for this work going forward rather than stating the methodology to be used against each required action. Senior management and the Corporate Management Team must find ways to ensure delivery of the priority actions, whilst enabling resilience and fitting with the acknowledged approach to budget build for 2027/28 and beyond.



Enhancing Productivity

Successful implementation of the strategy necessitates the authority continuing its work to achieve enhanced productivity from its staffing resource. Seeking to achieve best use of that resource must be a constant action for KCC if the authority is to enhance its efficiency and become more effective without having to resort to 'growing the staffing numbers'.



System and Process Re-engineering

Achieving a leaner, more efficient council will require appraisal of systems and processes, with a view to simplifying and rationalising them. This applies to commissioning as much as to direct service provision. All managers within the authority should be tasked, as a core component of their work, with revisiting all processes and systems to find efficiency and value for money. This simple approach to system and process engineering should be an ongoing and constant challenge throughout the authority. In many instances, simple 'tweaking' of processes may save considerable sums of money. There is potential for systems and process engineering to be a core part of the Service Quality Assessments being carried out in readiness for Local Government Reorganisation.



Joint Working and Partnerships

Much of KCC's work is delivered with or through partners. Significant elements of KCC's work are externally funded. The principle of seeking best value is as relevant for external spend as it is for KCC's budget, but additional sensitivities may be required when dealing with other organisations' cultures.



Statutory vs Discretionary

There is no assumption made in this strategy that KCC should only deliver, or ensure the delivery of, statutory services. Some of the most important work of the County Council is 'discretionary', and much of it supports the statutory services. The continuation of any service will remain a political choice; however, this strategy recommends that there should be greater clarity on what is statutory and what is discretionary for better decision making.



Budget Building and Treasury Management

Savings arising from actions taken through implementation of this strategy must feature within KCC's existing financial framework, processes and timescale for budget setting and monitoring.

It is acknowledged that local authority debt is a core part of treasury management and enables a sound capital programme. However, continued debt reduction will be sought where it is pragmatic and prudent to do so.

THE DESIRED STATE

The aim of the DOLGE work should be to create a leaner more targeted, efficient and effective council where statutory and discretionary services are provided, within permitted powers, at the right scale, reflecting the needs of the residents of Kent.

A council where a culture of innovation, creativity and commercial acumen to benefit service delivery runs throughout, whilst ensuring transparency, probity and legality.

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FOUR STRATEGIC AREAS

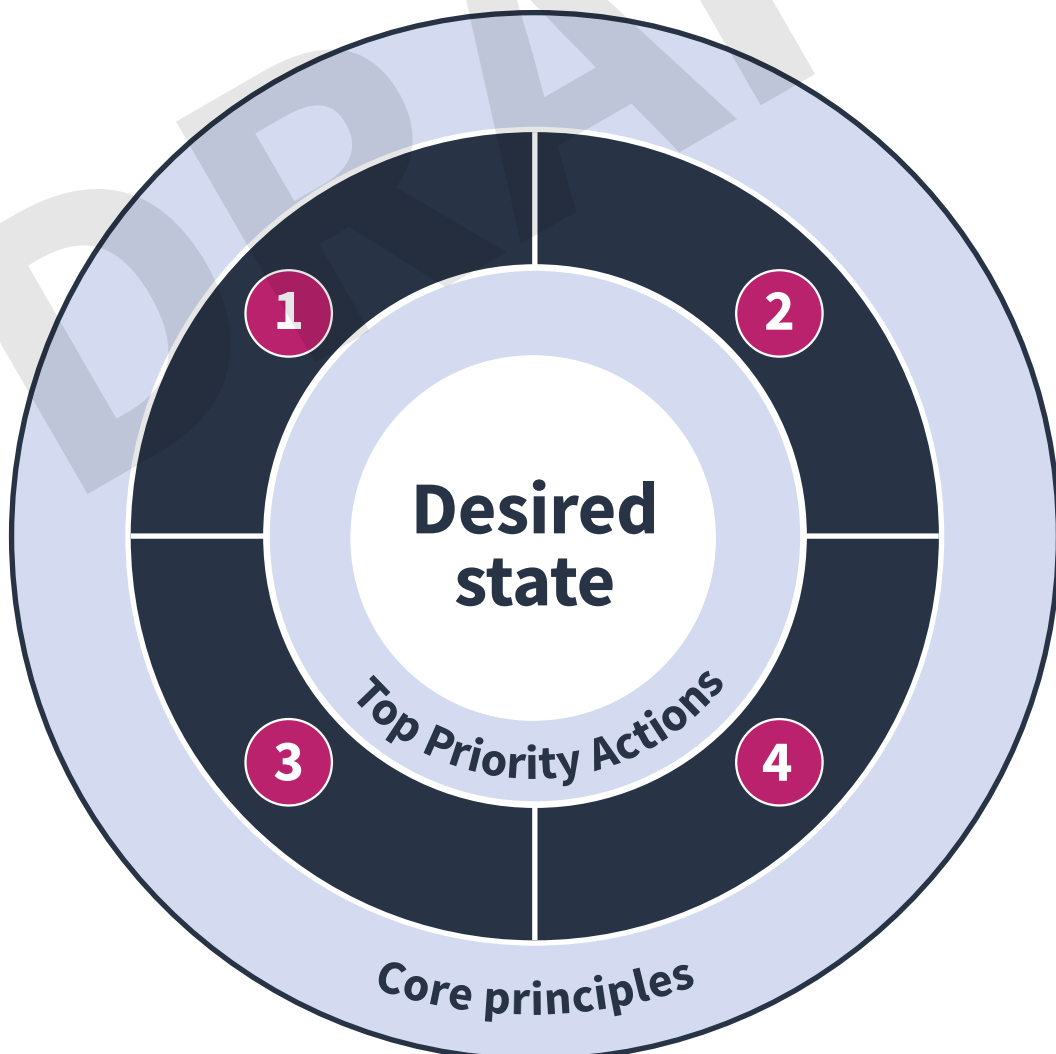
There are four strategic areas for the DOLGE work that will enable the authority to move towards its desired 'end state' of having an innovative culture and a leaner, more efficient and effective council.

1 Efficiency and Simplification

2 Ensuring Spend and Savings are to Budget

3 Commercial and Income Generation

4 Resilience and Local Government Reorganisation



EFFICIENCY AND SIMPLIFICATION

- Review of FED process and content to enable better decision-making.
- Review of key performance indicators to fit with national requirements and areas of change for the County Council.
- Regular review of the Constitution to ensure no unnecessary bureaucratic structure or processes hinder transformation.
- Consider committee structures to prevent duplication and enhance decision making.
- Evaluate processes for financial monitoring and procurement, and re-engineer amendments particularly through the enhanced use of Artificial Intelligence.
- Contract timescales to be appropriate.
- Streamline comms effort.
- Extend training beyond simply 'commercial', to include income generation, budget monitoring, procurement processes etc.
- Simplify internal processes and streamline decision guiding boards.
- Six-monthly reviews of the KCC Strategic Statement.
- Consider the use of the unit costings for services where appropriate, as a mechanism to provide measurable data to support procurement and ensure value for money.



1

ENSURING SPEND AND SAVINGS ARE TO BUDGET

- Via the Deputy Leader, ensure balanced budget is set for 2027–2028 and the Medium-Term Financial Plan is realistic.
- Enhance flexible use of Capital receipts.
- Consider the definition and interpretation of ‘statutory and discretionary’ across all services to inform efficiency measures (can be done as part of service assessments for Local Government Reorganisation).
- Consider acceptable minimum levels of provision across all services.
- Develop ‘oven ready options’ that can be worked up as savings for speedy implementation.
- Develop ‘pre-cooked options’ that can be implemented immediately, such as recruitment freeze, freeze of external conference attendance, and other spending controls.
- Establish informal Star Chambers in high spending directorates, for progress oversight.
- Avoid future costs by challenging medium and long-term directorate plans for capital and revenue spend.
- Debt reduction where possible and pragmatic.
- Introduce staff incentives and recognition for generating income and implementing cost saving ideas.
- All services to continue to consider insourcing vs outsourcing, management contracting, partnering, and divesting to ensure value for money.



2

COMMERCIAL AND INCOME GENERATION

- Create 'Innovation Hubs / Ideas incubators' through which good ideas can be shaped as developmental projects.
- Develop projects to drive initiatives such as nuclear, road freight levy, extension of yellow box cameras, etc.
- Provide seed-corn funding for directorates to help them commence income generation projects; and encourage income generation ideas from staff.
- Ensure Directorates act as 'One Council' with each other in mind and consider impact across all the Council, including in work with contracted providers.
- Extend already proven successes such as Arranging Support Teams in Adult Social Care and Public Health to other directorates.
- Establish a Key Account management process for major suppliers and/or contracts.
- Development of strategies for the use of AI and technology with the purpose of increasing efficiency and effectiveness.
- Consider and review subsidy levels across all services.
- Embed the Commercial Strategy into KCC at all appropriate levels.
- Seek opportunities for invest to grow revenue streams, whilst being conscious not to grow the size of the organisation.
- Establish a deep dive review of the frequency of procurement waivers being used.
- Maximise income in the market place from KCC 'selling' its expertise.



RESILIENCE AND LOCAL GOVERNMENT REORGANISATION (LGR)

The Government's decision on Local Government Reorganisation will be a key determinant and driver for DOLGE's work. Should the Government decide to proceed with its ambitions for all local authorities in Kent to be disbanded and replaced with unitary authorities providing the full range of local authority services, this will be a challenge for KCC but also an opportunity in the planning for disaggregation and the introduction of the new authorities, potentially as early as April 2028.

It is essential though that service provision by KCC is maintained at sufficient quality right up to the vesting date in 2028; hence resilience must not be jeopardised. Core preparatory work to analyse each service within KCC and subsequent work to determine disaggregation (or aggregation from districts) will provide opportunities for KCC to arrange services in a different way or even to divest provision of some services. It is envisaged that any successor authorities may wish to adopt the principles and key elements of this strategy.

Handing over a sound financial legacy to new unitaries should be important, but so will reducing costs for current council taxpayers. In order to determine the right balance for this, DOLGE effort must be expended on the following investigations and action:

- Continued debt reduction, where appropriate.
- Consideration of the shape, remit and potential divestment of services considering Local Government Reorganisation.
- Enhancing capital receipts through increased disposals of surplus assets where no use for the new authorities is envisaged.
- Considering the merits of KCC's investment policy stretching beyond 2028, to include assessing timescales, restrictions on disposals, and investment terms and priorities.
- As part of the Local Government Reorganisation process, continue to consider alternative ways of ensuring provision of services.





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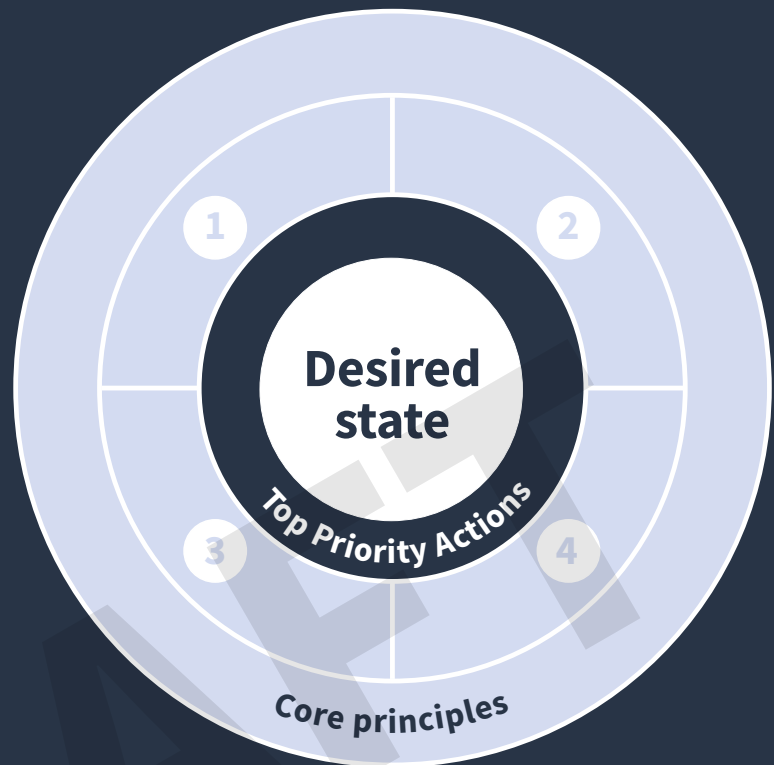
TOP PRIORITY ACTIONS AND CORE PRINCIPLES

TOP PRIORITY ACTIONS FOR KCC FROM STRATEGIC AREAS



A small number of top priorities for action by KCC have been identified from within the four strategic areas. These are presented below.

All the following top priority actions should be monitored, evaluated and reported on by officers, with DOLGE Members providing oversight to ensure delivery.



- ★ Establish an account management process for major suppliers and contracts.
- ★ Establish approach of earlier commercial consideration and procurement oversight e.g. roll out of successful change of reporting of Arranging Care teams across other directorates.
- ★ Formation of Star Chambers for each directorate to ensure monitoring of spend.
- ★ Embed Commercial Strategy within KCC.
- ★ Embed DOLGE Principles from the strategy as a way of working.
- ★ Develop “oven-ready” savings options for ready implementation.
- ★ Explore options for divesting where appropriate in light of Local Government Reorganisation.
- ★ Open-mindedness for acceptance of technology to drive efficiencies.
- ★ Explore understanding of Discretionary vs Statutory vs Minimum Provision requirements as part of Local Government Reorganisation.
- ★ Address duplication across KCC (in services, back office, etc).
- ★ Introduce a scheme to encourage staff to generate income and cost saving initiatives.
- ★ Consider the use of unit costings for services where appropriate, as a mechanism to provide measurable data to support procurement and ensure value for money.

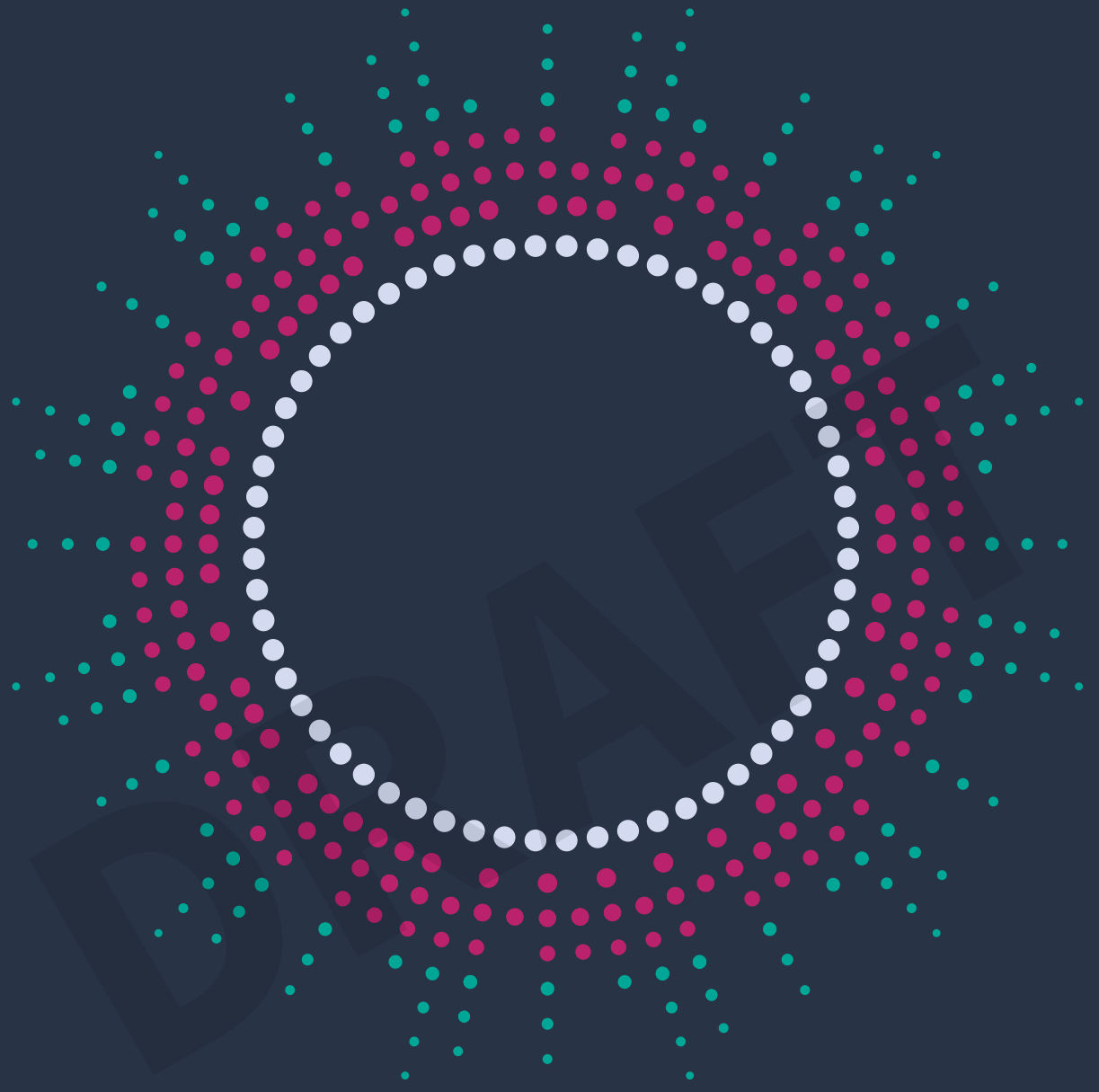


To take the work of DOLGE forward in the authority, a number of core principles will be required to drive efficiency and value for money across KCC. These core principles have been developed following internal consultation with senior staff and through the SWOT and PESTLE analysis (see appendix). They have been produced as a direct result of assessment of the Council's financial pressures; resident expectations; systems and processes, and areas for improvement.

These core principles should be adopted by officers and Members within the authority and be used to challenge all spending:



- ★ All staff and Members should ask the following questions:
 - Is this needed and is this spend necessary?
 - Do we have to do this?
 - Is this statutory?
 - Do we have to do all of this or can we do only part?
 - Can other organisations do it?
 - Can we do this more efficiently and effectively?
 - Can we do this differently?
- ★ There should be no duplication of services, meetings, or committees.
- ★ Achieve full cost recovery, whenever possible.
- ★ Seek value for money.
- ★ Make timely or earlier consideration of contract renewals to avoid rushed extensions.
- ★ Ensure the correct length of service agreements in relation to cost, value, and flexibility required.
- ★ All to act as 'One Council' to drive efficiencies and savings.
- ★ Stop growing KCC.
- ★ Consider and eliminate subsidies, where sensible.
- ★ Consider the difference between 'need to provide' and 'nice to provide'.
- ★ Simplify, and reduce complexity.



MONITORING AND EVALUATION

MONITORING AND EVALUATION

It is important that the monitoring and evaluation of the strategy's implementation does not create an industry in itself, but rather fits with existing monitoring and evaluation processes already operating in the authority.

Delivery against the “top priority actions” will be monitored through a focused Delivery Framework, aligned to financial performance and existing corporate oversight arrangements. This will keep oversight proportionate, avoid unnecessary bureaucracy, and provide clear evidence of impact as the strategy is embedded.

Members involved in DOLGE will:

- Oversee the strategy
- Monitor implementation of the principles
- Monitor delivery by senior officers and Members
- Review progress on efficiencies and report outcomes

Regular DOLGE star chambers with the directorates will be held to review progress against the strategic areas and top priority actions, identify risks and agree additional action necessary with Cabinet Members and Corporate Directors. These will be the cornerstone for monitoring and evaluating this strategy.

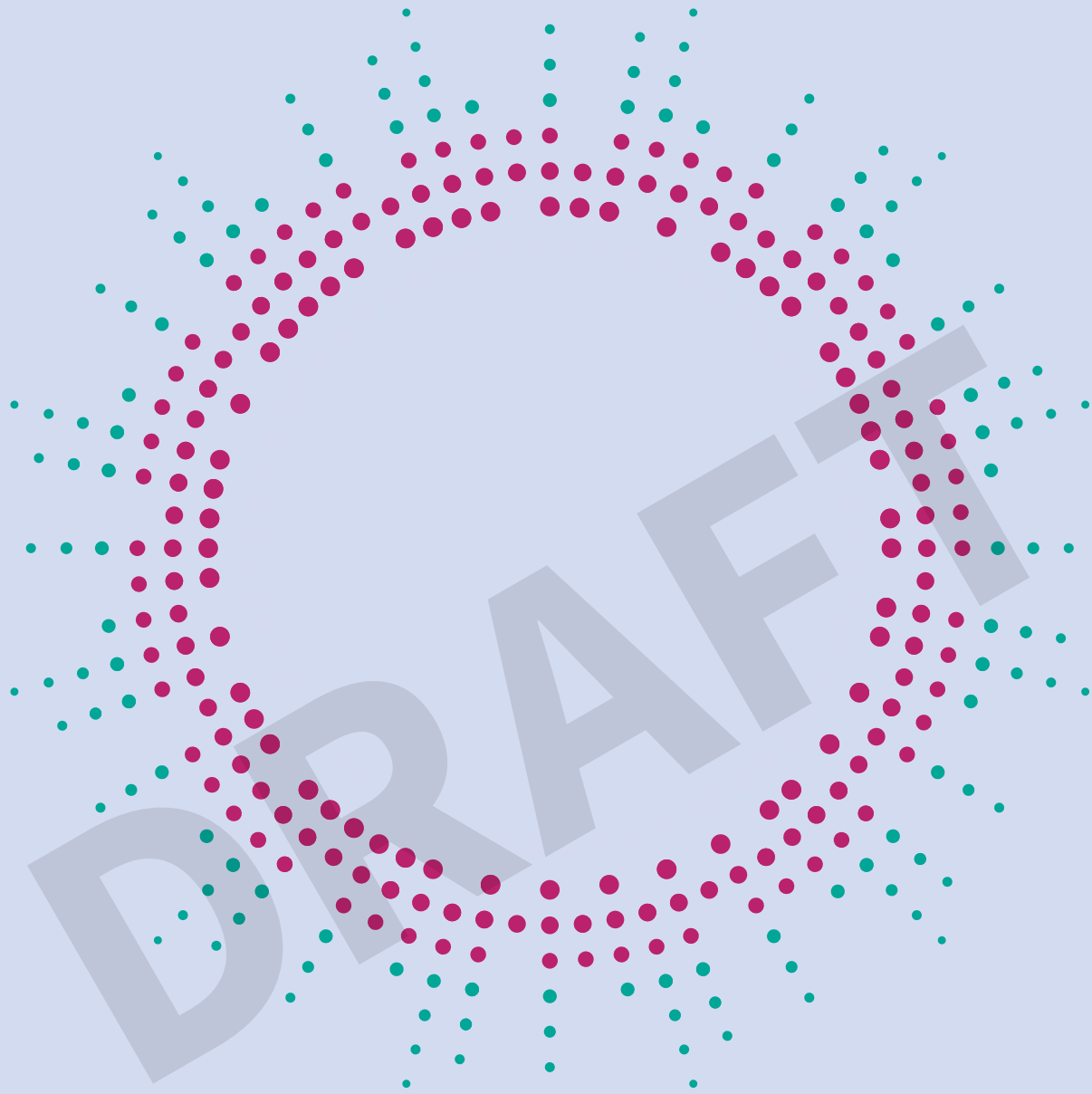
DOLGE will use existing reporting and governance channels wherever possible, strengthening links between performance, finance and delivery information. Oversight will remain practical, evidence-based and responsive as the strategy matures.

Reforming Kent 2025-2028 – DOLGE will support delivery of the Strategic Statement by driving a common-sense approach to efficiency, income generation and value for money. This includes systematic review of contracts, contract management and commercial opportunities, with progress reported through wider Strategic Statement updates.

Commercial Strategy 2026-28 – DOLGE will oversee delivery of the Commercial Strategy, ensuring clear accountability, consistent monitoring and measurable Best Value outcomes for Kent.

Financial Monitoring – DOLGE will review trends from the financial monitoring cycle, recommend action where required, and ensure recommendations and outcomes are reflected in financial monitoring reports.

Quarterly Performance Report – DOLGE will use the Quarterly Performance Report to track key performance trends, assess links with expenditure and recommend action to Cabinet Members and Corporate Directors where needed.



APPENDIX 1 – SWOT AND PESTLE ANALYSIS

SWOT ANALYSIS

DOLGE's strength lies in its legitimacy, cross-cutting scope, and alignment with unavoidable financial realities. Its main risks are vagueness, over-promising, and political misinterpretation. Success depends on disciplined focus, visible resident benefits, and positioning efficiency as fairness, competence, and service protection.

Strengths

- Strong Political Legitimacy
- Efficiency is one of the few agendas with cross-party rhetorical support, even if execution differs. DOLGE can credibly claim to focus on protecting services, not cutting them.
- Clear Strategic Rationale
KCC faces structural financial pressure, making efficiency unavoidable rather than optional. DOLGE aligns with statutory obligations to demonstrate value for money and sound financial management.
- Ability to Operate Across Silos
- Efficiency cuts across directorates, estates, procurement, IT, and governance. Unlike service departments, DOLGE can focus on system performance, not service protectionism.
- Officer Engagement Potential
- Many officers privately recognise inefficiencies but lack political cover to address them. DOLGE can provide authorisation to challenge legacy practices.
- Helicoptering – oversight that is not bogged down in specific services.
- Nimble
- Support for value for money from the public

Weaknesses

- Risk of Conceptual Vagueness
- “Efficiency” means different things to different people: cost-cutting, productivity, service redesign. Without discipline, DOLGE risks being everything and nothing.
- Limited Direct Delivery Power
- DOLGE typically relies on other departments to implement changes. Savings and improvements can be claimed but not realised.
- Cultural Resistance
- Political relationship with DOGE creates negative feelings and means DOLGE is more politically exposed than other parts of the council. Long-established ways of working are often defended as “necessary complexity.” Previous transformation programmes may have created change fatigue.
- Political Sensitivity
- Efficiency proposals can quickly be reframed as: “cuts by another name,” “centralisation,” “technocratic overreach” or “selling the family silver.”
- Process efficiencies take time to materialise.

Opportunities

- Invest-to-Save / invest to grow Programmes Estates rationalisation, energy efficiency, procurement reform, and process automation. Strong alignment with medium-term financial planning. Shift from “cuts” to “Return on Investment”.
- Visible, Resident-Facing Wins Faster processing times, reduced duplication, clearer accountability, transparency.
- DOLGE can be the place where business cases are stress-tested, savings claims are challenged, long-term costs are surfaced early.
- Cross Directorate thinking allows a “One Council” approach to efficiencies and savings.
- Income Generation
- Doing things differently e.g., resource sharing, externalization vs in house, partnering, and divesting.

Threats

- Being Used as Political Cover Risk that DOLGE is blamed for unpopular decisions made elsewhere. Efficiency language used to justify pre-decided outcomes.
- Public Misinterpretation Residents may equate efficiency with decline in visible services. Media narratives can oversimplify and/or change rhetoric negatively.
- Legal and Statutory Constraints Many high-cost services are legally mandated. Failure to respect this can lead to legal challenge or inspection failure.

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PESTLE Analysis

Political Factors

Key dynamics

- Severe fiscal pressure on upper-tier councils: Adult Social Care, SEND, and Children's Services dominate political bandwidth, making 'efficiency' both attractive and politically sensitive.
- Low public trust in local government value-for-money: Creates opportunity for DOLGE but also risk of being seen as a cover for cuts.
- Cross-party appeal, uneven enthusiasm: Efficiency rhetoric is broadly popular, but implementation challenges vested interests (service silos, legacy practices).
- LGR – disaggregation of services and reorganisation of priorities

Strategic opportunity

- Position DOLGE as the mechanism that allows councilors to say "yes" to priorities without raising Council Tax or cutting valued services; driving towards a smaller state focused on residents' issues.

Economic Factors

Key dynamics

- Structural funding gap: Demand growth (especially care and SEND) far outpaces central government funding increases.
- Inflationary pressures: Contracts, energy, staff pay, and care placements continue to erode budgets.

- Local economic fragility: disparity between coastal and inland areas, and weaker commercial tax bases.
- Capital vs revenue tension: Pressure to sell assets or defer maintenance creates long-term inefficiencies.

Strategic opportunity

- Do things differently.

Social Factors

Key dynamics

- Ageing population: Increases in care demand whilst shrinking the working-age tax base.
- Rising public expectations: Residents expect private-sector levels of service responsiveness.
- Low tolerance for visible service decline: Residents will accept back-office reform, but not service reduction. Removal of unnecessary services is more difficult than whether they should have been started at all.
- Community disengagement: Many residents feel decisions are remote and unresponsive.
- Strong PR is a critical asset for explaining reform honestly.
- Reducing school rolls will result in questions about asset reallocation.

Strategic opportunity

- Frame efficiency as respect for residents' time, money, and dignity—not as abstract financial discipline.

Technological Factors

Key dynamics

- Legacy IT systems: Fragmented platforms across departments reduce productivity.
- Data quality issues: Poor interoperability undermines evidence-based decision-making.
- Automation potential: High volume, rules-based processes remain manually intensive.
- Digital exclusion risk: Efficiency through digitalisation can unintentionally exclude vulnerable residents.

Strategic opportunity

- Champion ‘boringly effective technology’: fewer systems, better data, and measurable, clear benefits in staff time savings rather than flashy transformation programmes. Use AI where clear benefits can be envisaged.

Legal Factors

Key dynamics

- Statutory service obligations: Limit the scope for cuts in key areas (ASC, SEND).
- Procurement and employment law: Slows reform and limits flexibility.
- Judicial review risk: Poorly designed efficiency measures can be legally challenged.
- Regulatory inspection regimes: Ofsted, CQC, etc. influence priorities and risk tolerance.

Strategic opportunity

- Make DOLGE the place where ‘legally sound, financially responsible’ reforms are stress-tested before political adoption. Interrogation and definition of statutory.

Environmental Factors

Key dynamics

- Estate inefficiency: Council buildings are often energy-inefficient and underutilised.
- Mitigation and adaptation for weather conditions: Flooding, heat resilience, and infrastructure strain add future liabilities.

Strategic opportunity

- Position environmental efficiency as financial prudence for future taxpayers, not virtue signaling.

Written and produced by

Chris Hespe – Cabinet Member: Local Government
Efficiency and Reorganisation

Paul Chamberlain – Deputy Cabinet Member:
Local Government Efficiency and Reorganisation

Thanks to KCC Officers and Members

Special thanks go to the following for their ideas,
inspiration and support:

Linden Kemkaran (Leader)

Brian Collins (Deputy Leader)

Cabinet Members

Matthew Fraser Moat

All Reform UK Kent Members

First edition – September 2026

EQIA Submission – ID Number

Section A

EQIA Title

Adoption of DOLGE Strategy

Responsible Officer

Rachel Chalmers-Stevens - CED CEO

Approved by (Note: approval of this EqIA must be completed within the EqIA App)

Ben Watts - DCED DCEO

Type of Activity

Service Change

No

Service Redesign

No

Project/Programme

No

Commissioning/Procurement

No

Strategy/Policy

Strategy/Policy

Details of other Service Activity

No

Accountability and Responsibility

Directorate

Strategic and Corporate Services

Responsible Service

Deputy Chief Executive's Department

Responsible Head of Service

Ben Watts - DCED DCEO

Responsible Director

Ben Watts - DCED DCEO

Aims and Objectives

This EQIA relates to the proposed adoption of the Delivery of Local Government Efficiency (DOLGE) Strategy, which will be the subject of a key decision given that this is a new strategy for Kent County Council outside of the Policy Framework. The aim of this EQIA is to determine whether the proposed adoption of the strategy may affect people differently based on protected characteristics. The primary audience for the strategy is Kent County Council's staff and Members and the strategy will therefore not be subject to external/public consultation.

Any direct decisions that may follow from the DOLGE Strategy would still be subject to relevant and separate decisions and EQIA as necessary.

Section B – Evidence

Do you have data related to the protected groups of the people impacted by this activity?

No

It is possible to get the data in a timely and cost effective way?

Yes

Is there national evidence/data that you can use?

No

Have you consulted with stakeholders?

Not Applicable
Who have you involved, consulted and engaged with?
The primary audience of the proposed DOLGE Strategy is Kent County Council's staff and Members. Whilst a level of internal consultation has been undertaken to inform the development of the strategy, this will not be subject to external/public consultation. The strategy and associated key decision will be considered by the Policy & Resources Cabinet Committee on 2 July 2026 ahead of Cabinet. Any direct decisions that may follow from the DOLGE Strategy would still be the subject to relevant stakeholder consultation as necessary.
Has there been a previous Equality Analysis (EQIA) in the last 3 years?
No
Do you have evidence that can help you understand the potential impact of your activity?
Yes
Section C – Impact
Who may be impacted by the activity?
Service Users/clients Service users/clients
Staff Staff/Volunteers
Residents/Communities/Citizens Residents/communities/citizens
Are there any positive impacts for all or any of the protected groups as a result of the activity that you are doing?
No
Details of Positive Impacts
Not Applicable
Negative impacts and Mitigating Actions
19. Negative Impacts and Mitigating actions for Age
Are there negative impacts for age?
No
Details of negative impacts for Age
Not Applicable
Mitigating Actions for Age
Not Applicable
Responsible Officer for Mitigating Actions – Age
Not Applicable
20. Negative impacts and Mitigating actions for Disability
Are there negative impacts for Disability?
No
Details of Negative Impacts for Disability
Not Applicable
Mitigating actions for Disability
Not Applicable
Responsible Officer for Disability
Not Applicable
21. Negative Impacts and Mitigating actions for Sex
Are there negative impacts for Sex
No
Details of negative impacts for Sex
Not Applicable
Mitigating actions for Sex

Not Applicable
Responsible Officer for Sex
Not Applicable
22. Negative Impacts and Mitigating actions for Gender identity/transgender
Are there negative impacts for Gender identity/transgender
No
Negative impacts for Gender identity/transgender
Not Applicable
Mitigating actions for Gender identity/transgender
Not Applicable
Responsible Officer for mitigating actions for Gender identity/transgender
Not Applicable
23. Negative impacts and Mitigating actions for Race
Are there negative impacts for Race
No
Negative impacts for Race
Not Applicable
Mitigating actions for Race
Not Applicable
Responsible Officer for mitigating actions for Race
Not Applicable
24. Negative impacts and Mitigating actions for Religion and belief
Are there negative impacts for Religion and belief
No
Negative impacts for Religion and belief
Not Applicable
Mitigating actions for Religion and belief
Not Applicable
Responsible Officer for mitigating actions for Religion and Belief
Not Applicable
25. Negative impacts and Mitigating actions for Sexual Orientation
Are there negative impacts for Sexual Orientation
No
Negative impacts for Sexual Orientation
Not Applicable
Mitigating actions for Sexual Orientation
Not Applicable
Responsible Officer for mitigating actions for Sexual Orientation
Not Applicable
26. Negative impacts and Mitigating actions for Pregnancy and Maternity
Are there negative impacts for Pregnancy and Maternity
No
Negative impacts for Pregnancy and Maternity
Not Applicable
Mitigating actions for Pregnancy and Maternity
Not Applicable
Responsible Officer for mitigating actions for Pregnancy and Maternity
Not Applicable
27. Negative impacts and Mitigating actions for Marriage and Civil Partnerships
Are there negative impacts for Marriage and Civil Partnerships

No
Negative impacts for Marriage and Civil Partnerships
Not Applicable
Mitigating actions for Marriage and Civil Partnerships
Not Applicable
Responsible Officer for Marriage and Civil Partnerships
Not Applicable
28. Negative impacts and Mitigating actions for Carer's responsibilities
Are there negative impacts for Carer's responsibilities
No
Negative impacts for Carer's responsibilities
Not Applicable
Mitigating actions for Carer's responsibilities
Not Applicable
Responsible Officer for Carer's responsibilities
Not Applicable

From: Linden Kemkaran, Leader of the Council
Dr Anjan Ghosh, Director of Public Health

To: Policy and Resources Cabinet Committee – 2 July 2026

Subject: Extension of Domestic Abuse Act Framework and associated services

Decision no: 26/00039

Key Decision : Yes - Affects more than 2 Electoral Divisions AND involves expenditure exceeding £1m

Classification: **Unrestricted report with exempt Appendix D** - not for publication under Paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972 - information relating to the financial or business affairs of any particular person (including the authority holding that information).

Past Pathway of report: N/A

Future Pathway of report: Leader Key Decision

Electoral Division: All

Is the decision eligible for call-in? Yes

Summary: This report seeks approval to extend the Domestic Abuse Act (DA Act) Framework, which determines the use of Domestic Abuse Duty Safe Accommodation grant funding, to March 2029, in line with confirmed multi-year financial settlements from the Ministry of Housing, Communities and Local Government (MHCLG) through the Homelessness, Rough Sleeping and Domestic Abuse Grant.

The report also seeks approval to extend the well performing Kent Integrated Domestic Abuse Service (KIDAS) and Safe Accommodation Support Service (SASS) contracts up to 31 January 2028. This will ensure continuity of statutory service provision, support system stability, and enable a robust and compliant recommissioning process, including sufficient time for procurement, mobilisation and co-commissioning of the proposed future Kent Integrated Family Domestic Abuse Service (KIFDAS) model . The approach forms part of a comprehensive commissioning strategy and is informed by relevant legal advice.

Extending the Framework to 2029 aligns with the confirmed multi-year funding settlement and supports longer-term strategic planning, while the shorter, time-limited contract extensions reflect the minimum period necessary to maintain service continuity and enable a compliant procurement and transition to the new service

model. Any subsequent commissioning decisions arising from this process will be subject to separate future Key Decision(s).

The total cost for the proposed extension of the Domestic Abuse Act Framework across 2027-28 and services for the period 1 April 2027 to 31 January 2028 is £6,457,376.79. Full details and breakdown are provided in the Financial Implications section below.

Recommendation(s):

The Policy and Resources Cabinet Committee is asked to CONSIDER and ENDORSE, or MAKE RECOMMENDATIONS to the Leader in relation to the proposed decision as detailed in the attached Proposed Record of Decision document (Appendix A).

1. Introduction

- 1.1 Domestic abuse is a cross-cutting issue. KCC has statutory duties under Part 4 of the Domestic Abuse (DA) Act 2021 to assess need, publish a strategy, and commission support for victims and their children residing in safe accommodation.
- 1.2 Since 2021, these duties have been supported through grant funding from central government. The established Domestic Abuse Framework 2025-27 provides the governance mechanism to ensure funding is allocated in line with statutory requirements, local need, and strategic priorities set out in the Multi Agency Domestic Abuse Strategy 2024-29.
- 1.4 Key services to support survivors of domestic abuse are the Kent Integrated Domestic Abuse Service (KIDAS) and Safe Accommodation Support Service (SASS). Both contracts are due to end 31 March 2027. Commissioners are progressing recommissioning activity and development of a new service to replace both and the procurement will aim to launch in Autumn 2026.
- 1.5 This report sets out proposals to extend both the Framework and existing services (KIDAS and SASS) to ensure continuity, stability, and compliance, enabling a successful recommissioning process. This approach forms part of a carefully considered commissioning strategy for this area, which is closely aligned to the Domestic Abuse Strategy 2024-29.

2. Background

Domestic Abuse Framework

- 2.1 The Domestic Abuse Framework (originally approved under Key Decision 23/00060 and extended under Key Decision 25/00033) is currently in place until March 2027. It provides the governance structure for determining the allocation and use of Domestic Abuse Duty Safe Accommodation grant funding, as well as supporting strategic and operational decision-making.

2.2 The Framework establishes a centralised decision-making approach, with overall responsibility, accountability, and strategic oversight resting with the Leader, who exercises the Executive function. Delivery is supported through the delegation of operational decisions and implementation to officers, within the scope and parameters set out in the Framework.

Kent Integrated Domestic Abuse Service (KIDAS)

2.3 KIDAS is a multi-agency funded service, led by KCC, and underpins delivery of:

- Refuge and safe accommodation support (in line with the Framework),
- Community-based domestic abuse services for adults.

2.4 KIDAS includes:

- Referral, Assessment and Triage (RAT) service, delivered countywide by a partnership arrangement, through a contract held by the Office of the Police and Crime Commissioner.
- Contract SS16041, delivered countywide by Oasis Domestic Abuse Service, Clarion Housing group and Look Ahead Care and Support Ltd.

2.5 KIDAS is currently commissioned until 31 March 2027 and a recent contract review confirms it is performing well and offers good value for money.

Safe Accommodation Support Service (SASS)

2.6 SASS is countywide (contract SC220 255) funded by the Domestic Abuse Act Grant in line with the Framework. It is delivered by Project Salus CIC who offer specialist support to children and young people in all forms of safe accommodation.

2.7 SASS is currently commissioned to deliver until 31 March 2027 and a recent contract review confirms it is performing well and offers good value for money.

3. Extension of Domestic Abuse Framework

3.1 MHCLG has now confirmed multi-year settlements through the Homelessness, Rough Sleeping and Domestic Abuse Grant, which is consolidating the following funding streams:

- The prevention, relief, and staffing element of the Homelessness Prevention Grant (HPG)
- The Rough Sleeping Prevention and Recovery Grant (RSPARG)
- The Rough Sleeping Accommodation Programme (RSAP)
- The Domestic Abuse Safe Accommodation Grant (DASA)

3.2 Kents allocation is below:

	2026-27 (£)	2027-28 (£)	2028-29 (£)
Kent - Homelessness, Rough Sleeping and Domestic Abuse Grant allocation	4,145,956.00	4,259,370.00	4,364,360.00

- 3.3 The Grant conditions set out that this funding must be used to support local authorities in meeting their statutory duties under Part 4 of the Domestic Abuse Act 2021, including the provision of support for victims of domestic abuse and their children within 'relevant accommodation'. This includes refuge, dispersed accommodation, Sanctuary Schemes, and other defined safe accommodation.
- 3.4 This multi-year settlement provides greater financial certainty through to March 2029.
- 3.5 Extending the Framework to align with the duration of the Grant (to March 2029), and updating it to reflect the consolidated funding requirements, will:
- Ensure continued compliance with the Grant conditions and statutory duties under Part 4 of the Domestic Abuse Act 2021,
 - Enable longer-term strategic planning and commissioning,
 - Support delivery of the Kent & Medway Domestic Abuse Strategy 2024–2029,
 - Provide flexibility to respond to changing need within the parameters set by MHCLG.

Domestic Abuse Framework criteria 2027-29

- 3.6 Under this Framework all expenditure of the domestic abuse allocation within the Homelessness, Rough Sleeping and Domestic Abuse Grant must be in line with budget forecasting and adhere to the Ministry of Housing, Communities and Local Government (MHCLG) Grant Conditions.
- 3.7 Additionally, proposals for spend must meet one of the following criteria:
- A.** Will support the council in fulfilling their statutory duties under Part 4 of the Domestic Abuse Act 2021, relating to the provision of support within safe accommodation for victims of domestic abuse and their children. This includes assessing need, preparation, publication, monitoring and delivery of strategies, commissioning activity, and mandatory reporting back to central Government.
- B.** Will improve, develop, or maintain specialist support to people who have experienced domestic abuse (adults and children) residing in 'safe accommodation,' as defined by the Domestic Abuse Act 2021, to meet gaps identified through the needs assessment.
- 3.8 Examples of projects that would meet the criteria include.
- Engagement project to develop and maintain engagement with people who have experienced domestic abuse.
 - Development and delivery of new services to reduce barriers within existing support offers to underserved groups where these meet the Framework criteria and are within the approved funding envelope

Planned activity under the Domestic Abuse Framework 2027-29

- 3.9 Activity for 2027-29 has been planned in line with this Framework criteria (Appendix B). Delivery of some of this activity includes:
- Using the councils existing contractual relationship through the Kent Integrated Domestic Abuse Service (KIDAS).

- Services delivered through other council contracts, including the Safe Accommodation Support Service (SASS) and Sanctuary Access For Eligible Residents (SAFER) Scheme.

Adjusting future Framework activity

- 3.10 The DA Act requires the countywide needs assessment to be refreshed annually, renewed every three years and publication of a strategy including around the provision of support.
- 3.11 Kents most recent countywide assessment of need was conducted in 2023. The multi-agency Kent and Medway DA Strategy 2024-29 was developed and published to address its findings. The commitments made within this strategy have been agreed by all partner agencies across the Kent and Medway Domestic and Sexual Abuse Executive Group.
- 3.12 In line with the DA Act the Kent needs assessment will be renewed in 2026 and the strategy will be reviewed in line with the findings. The Domestic Abuse Framework therefore requires the council to have the ability to deliver pilots, short-term services and expeditiously realign existing Grant funded services, to meet the changing needs and demands of people who have experienced domestic abuse, in line with the findings of the needs assessment and strategy commitments, providing all revised proposals meet the criteria set out in point 3.7.

Domestic Abuse Framework assurance

- 3.13 The cross directorate Safe Accommodation Grant Group supports the Local Partnership Board, which is a statutory requirement under the Act, in monitoring the expenditure of the Grant funding and meeting reporting requirements to central Government.
- 3.14 Activity will be reviewed periodically, with any updates subject to consideration against the Framework criteria approved by this decision and the associated Grant Condition requirements. Updates on progress against delivery will be taken annually to the Policy and Resources Cabinet Committee.

4. Extension of KIDAS and SASS to support recommissioning

- 4.1 Commissioners are progressing the recommissioning of domestic abuse support services and the proposed development of the new Kent Integrated Family Domestic Abuse Service (KIFDAS), which will bring together multiple funding streams, services, and activities (including KIDAS and SASS) into a single, coordinated service, aligned under one contractual framework.
- 4.2 The transition from existing service arrangements to the KIFDAS model is complex and critical to get right. A well-managed transition is essential to ensure continuity of support for victims and their children, minimise operational disruption, and maintain safeguarding arrangements.

4.3 Given the complexity and in response to feedback from partner agencies during engagement activities, the extension of existing contracts, until 31 January 2028, is necessary to ensure successful procurement and mobilisation of the new contractual arrangements, without creating any disruption to service delivery. The additional time will also support multiple partners (up to 15) to collaboratively shape a strong, sustainable funding model that reflects shared responsibilities and long-term system priorities for KIFDAS.

4.4 Extending both the Kent Integrated Domestic Abuse Service (KIDAS) and Safe Accommodation Support Service (SASS) to 31 January 2028 is necessary to:

- Avoid a risk to of disruption to statutory provision,
- Maintain system stability across a complex partnership-funded model,
- Allow time to align recommissioning with Local Government Reorganisation (LGR), and
- ensure a well-planned procurement and mobilisation period.

5. Options considered and dismissed, and associated risk

5.1 **Option 1: Do Nothing** - Allow Framework and contracts to end without extension. This option has been rejected as it risks a failure to meet statutory duties under the Domestic Abuse Act and service disruption to victims of domestic abuse, including adults and children.

5.2 **Option 2: Immediate Recommissioning** – Extend Framework and proceed with immediate procurement of KIFDAS prior to full financial and organisational stability. This option has been rejected as it does not allow sufficient time to confirm partnership funding arrangements or for partners to secure the necessary approvals through their own governance processes, which are critical to delivering a sustainable, jointly funded model. As a result, the proposed co-designed KIFDAS model may not be deliverable within the available funding envelope, increasing the risk of a poor market response and reduced value for money. In addition, progressing at pace would limit the time available for procurement, mobilisation, and transition, creating a heightened risk of disruption to frontline service delivery for victims and their children.

5.3 **Extend Framework, KIDAS and SASS services.** This is the proposed option to be progressed as it provides a stable and compliant pathway to recommissioning and:

- Maintains continuity of statutory service provision, avoiding disruption to victims
- Ensures compliance with Domestic Abuse Act duties and Grant conditions
- provides the necessary time to confirm partnership funding arrangements and secure approvals through partner governance processes
- Supports effective co-production and strategic alignment across the system, strengthening the proposed future KIFDAS model
- Enables a robust, competitive procurement process and sufficient mobilisation period, reducing risk to delivery and market failure.

6. How the proposed decision supports the Council's Strategic Statement

- 6.1 The extension of the DA Framework and proposed extension of the KIDAS and SASS contracts supports the delivery of a safer, more resilient Kent and contributes directly to the council's ambitions for prevention, partnership working, financial sustainability, and system reform as set out in Reforming Kent 2025 – 2028, Our Council Strategy.

7. Local Government Reorganisation (LGR)

- 7.1 Given the proximity of LGR, with a decision from the Secretary of State anticipated in July 2026 at the time of writing, consideration was given to a 'do nothing' scenario. This option is not recommended, as it presents a significant risk of failure to meet statutory duties under the Domestic Abuse Act 2021 and could lead to disruption of critical services supporting victims of domestic abuse, including adults and children.
- 7.2 Assuming the current national timetable is maintained, it is anticipated that the council in its existing form will continue until at least April 2028. This creates a defined transitional period during which the council must continue to discharge its statutory responsibilities, while also preparing for structural change.
- 7.3 Extending both the Domestic Abuse Framework (to March 2029) and the KIDAS and SASS contracts (until 31 January 2028) provides a stable and proportionate response within this context. This approach:
- Avoids the risk of fragmented or short-term commissioning decisions immediately prior to reorganisation,
 - Enables a planned and orderly recommissioning process, aligned to future governance and system structures, and
 - Mitigates market instability and workforce risks, which are heightened during periods of uncertainty.
- 7.4 Wider organisational pressures, including constrained public finances and uncertainty regarding the future configuration of assets, reinforce the need for stability in frontline service delivery. Maintaining existing contractual arrangements during this period reduces the risk of disruption arising from unplanned changes in infrastructure, service locations, or system dependencies.
- 7.5 The proposed extensions provide a managed transition, ensuring that statutory duties continue to be met, while positioning the council and its partners to undertake full, strategic recommissioning at the appropriate point within the LGR landscape.

8. Financial Implications

8.1 The total cost for the proposed extension of the Domestic Abuse Act Framework across 2027-28 and services for the period 1 April 2027 to 31 January 2028 is £6,457,376.79. This is met by the councils Homelessness, Rough Sleeping and Domestic Abuse Grant allocation and partnership funding arrangements for the KIDAS contract, broken down as follows:

Element	Period Covered	Total Amount (£)	Homelessness, Rough Sleeping and Domestic Abuse Grant (£)	Partner Funding (£)
Extension of Domestic Abuse Framework	1.4.27 – 31.3.28	£5,197,005.52.	£5,197,005.52.	£0
Extension of KIDAS (SS16 041)	1.4.27 – 31.1.28	£3,371,251.25	£2,110,879.98 (included in DA Framework amount above)	£1,260,371.27
Extension of SASS (SC220 255)	1.4.27 – 31.1.28	£572,090.95	£572,090.95 (included in DA Framework amount above)	£0
TOTAL COST			£5,197,005.52	£1,260,371.27
				£6,457,376.79

8.2 The Homelessness, Rough Sleeping and Domestic Abuse Grant allocation is confirmed through the Local Government Finance Settlement. The council has already accepted this funding as part of its approved budget setting process. This decision therefore relates to the governance, allocation and use of that funding rather than its acceptance.

Extension of Domestic Abuse Framework

8.3 The cost of implementing the Domestic Abuse Framework across 2027-29 will be met in full by Homelessness, Rough Sleeping and Domestic Abuse Grant funding, including unspent grant funding from previous years (held in reserves).

8.4 A draft budget forecast for 2027-28 indicates that expenditure will be £5,197,005.52. This figure includes funding for key service delivery, including:

- £2,110,879.98 for services delivered by the Kent Integrated Domestic Abuse Service (KIDAS) until 31 January 2028; and
- £572,090.95 for the Safe Accommodation Support Service (SASS), until 31 January 2028.

8.5 A breakdown is provided in Appendix B. Actual activity and spend may be reprofiled to meet the changing needs and demands of people who have

experienced domestic abuse, in line with the findings of the needs assessment and strategy commitments, providing all revised proposals meet the criteria set out in point 3.7.

- 8.6 Regular financial monitoring reports will be produced and shared with the Corporate Director of Finance and Director of Public Health.

Extension of KIDAS

- 8.7 Delivery of the countywide KIDAS Referral, Assessment and Triage Service is provided through the OPCC's Kent and Medway victim support contract. The cost of this element is met in full by the OPCC as their financial contribution to the integrated service model. The OPCC has confirmed that this arrangement can continue for the duration of the proposed KIDAS extension.

- 8.8 The full cost to extend the KIDAS contract (SS16 041) for 10 months from 1 April 2027 to 31 January 2028 is £3,371,251.25. Of this total, £2,110,879.98 is funded from within the Domestic Abuse Framework allocation set out above. The remaining balance is met through existing KIDAS funding partner contributions, including Public Health Grant funding*, the Office of the Police and Crime Commissioner, Kent Fire and Rescue, the Integrated Care Board, and district and borough councils (Ashford, Canterbury, Dartford, Dover, Folkestone and Hythe, Gravesham, Maidstone, Swale and Thanet). This blended funding arrangement ensures that the full cost of the extension is met without creating any additional pressure on KCC's base budget.

* This Public Health contribution is fully supported by the relevant Director and Cabinet Member

- 8.9 Partners have confirmed contributions for 2027/28. An increased Public Health contribution to fund the relevant activity is included in the budget covered by the decision. This Public Health contribution is fully supported by the relevant Director and Cabinet Member. Extending the existing services by until 31 January 2028, will not result in any additional financial pressure for the council and will not draw on KCC base budget.

- 8.10 Additional services may be levied into this contract throughout the extension period, to increase the service offer and support the delivery of the Domestic Abuse Framework. These will be funded in full by external grants and in accordance with PCR regulations and Spending the Councils Money.

Extension of SASS

- 8.11 The costs to extend the SASS contract (SC220 255) for 10 months from 1 April 2027 until 31 January 2028, is £572,090.95. This amount is included within the overall Domestic Abuse Framework allocation set out above and will be met in full by the Homelessness, Rough Sleeping and Domestic Abuse Act Grant.

- 8.12 Additional services may be levied into this contract throughout the extension period, to increase the service offer and support the delivery of the Domestic Abuse Framework. These will be funded in full by external grants and in accordance with PCR regulations and Spending the Councils Money.

9. Legal implications

- 9.1** The council must comply with the statutory duties set out in the Domestic Abuse Act 2021 and relevant procurement legislation related to the extension of the contracts which is set out at Confidential Appendix D. The council must also have regard to the Public Sector Equality Duty in the Equality Act 2010.

10. Equalities implications

Domestic Abuse Framework

- 10.1** An Equalities Impact Assessment (EqIA) has been undertaken and identified no direct equalities implications arising from this decision. Specific service arrangements made via the Framework will incorporate necessary equality consideration as part of Officer level decision-making.

Extension of KIDAS and SASS

- 10.2** EQIAs have been completed around the extension of KIDAS and SASS and identified no direct equalities implications arising from this decision.

11. Data Protection Implications

- 11.1** KIDAS and SASS both have Data Protection Impact Assessments (DPIAs) in place, which have been completed and approved in line with UK GDPR requirements.
- 11.2** Data sharing arrangements are established with relevant partners (including district councils, police, and health) supported by data sharing agreements.
- 11.3** As part of the recommissioning of services existing DPIAs will be refreshed to reflect the new service model.

12. Other corporate implications

- 12.1** Activity under the Domestic Abuse Framework includes council staff resource across multiple departments to enable delivery of statutory functions including conducting the countywide needs assessment, development and oversight of the strategy, commissioning and management of contracts.
- 12.2** Domestic Abuse and the commissioned services (KIDAS and SASS) have strong interdependencies with a range of council functions and wider system partners.
- 12.3** The services play a critical role in supporting the council to meet its statutory safeguarding duties under the Care Act 2014 and Children Act 2004. KIDAS and SASS providers are required to:
- Work within Kent and Medway safeguarding arrangements.
 - Participate in multi-agency forums such as MARAC.
 - Contribute to Domestic Homicide Reviews (DHRs) and Safeguarding Adult Reviews (SARs) where required.

- Maintain robust risk management and escalation processes.
- 12.4 The services contribute to wider public health priorities, including reducing harm, improving mental wellbeing, and preventing escalation of abuse. They also support community safety objectives through partnership working with Police and Community Safety Partnerships.
- 12.5 There are strong links with housing functions, particularly in relation to provision of safe accommodation, homelessness prevention, and move-on pathways. Effective partnership working with district and borough councils is essential.
- 12.6 Delivery relies on close collaboration with key partners including NHS/ICB, Police, OPCC, and the voluntary and community sector. This aligns with the statutory duty to collaborate introduced through the Domestic Abuse Act 2021 and strengthened through the Victims and Prisoners Act 2024.

13. Governance

- 13.1 The proposed decision maintains robust governance arrangements for the management of Domestic Abuse Act and Homelessness, Rough Sleeping and Domestic Abuse Grant funding for 2027–29. It provides continuity of oversight through the extension of the existing framework and contractual arrangements, ensuring stability of service delivery while wider recommissioning progresses
- 13.2 The proposed decision seeks to achieve this through:
- (a) The extension and update of the Domestic Abuse Act Framework to 31 March 2029, providing the overarching governance structure for the allocation, management and monitoring of grant funding in line with statutory duties and strategic priorities;
 - (b) The time-limited extension of key services commissioned under the Framework, specifically the Kent Integrated Domestic Abuse Service (KIDAS) and the Safe Accommodation Support Service (SASS), to 31 January 2028, ensuring continuity of provision while enabling a compliant and well-managed transition to future arrangements;
 - (c) The delegation of authority to the Director of Public Health, in consultation with the Leader and relevant Corporate Directors, to update the Framework to reflect consolidated funding arrangements and to make minor operational amendments within the scope of approved criteria, grant conditions and statutory duties
 - (d) Delegating authority to the Director of Public Health, in consultation with relevant Corporate Directors, to administer funding and progress activity under the Framework, including Officer Decisions where appropriate

- (e) Delegating authority to the Director of Public Health, in consultation with the Chief Executive, to take all necessary steps to implement this decision, including entering into contracts and other legal agreements
 - (f) Delegating authority to the Director of Public Health, in consultation with relevant Corporate Directors, to approve contract variations to KIDAS and SASS, for additional funded activity, subject to compliance with procurement legislation and no impact on the council's base budget.
- 13.3 As Public Health is a funding partner contributing to the KIDAS contract, the relevant Cabinet Member and the Director of Public Health, as accountable budget holders, have been appropriately consulted in the development of this decision.
- 13.4 All decisions made under the Framework will be subject to appropriate corporate oversight, including consultation with the Leader, Chief Executive and relevant Corporate Directors. Activity must comply with approved Framework criteria, grant conditions and the council's governance requirements. Any material changes to service scope, delivery model or financial commitment will be subject to further approval in accordance with the council's Key Decision process.

14 Conclusions

- 14.1 The proposed extension of the Domestic Abuse Act Framework and associated service contracts (KIDAS and SASS) provides a stable, compliant, and strategically aligned approach to meeting Kent County Council's statutory duties under the Domestic Abuse Act 2021.
- 14.2 By aligning the Framework with confirmed multi-year grant funding and extending well performing key contracts until January 2028, the council will ensure continuity of support for victims and their children, maintain system stability during a period of organisational change, and enable a robust and well-managed recommissioning process.
- 14.3 This approach mitigates risks of service disruption, supports effective partnership working, and allows sufficient time for collaborative development of the new Kent Integrated Family Domestic Abuse Service (KIFDAS). It also ensures that all activity remains compliant with grant conditions, procurement regulations, and local governance requirements.
- 14.4 The recommended actions will deliver clear benefits for service users, partners, and the wider system, supporting Kent's ambitions for prevention, partnership, and system reform, while maintaining financial sustainability and safeguarding statutory responsibilities throughout the transition to the upcoming new service.

Recommendation(s):

The Policy and Resources Cabinet Committee is asked to CONSIDER and ENDORSE or MAKE RECOMMENDATIONS to the Leader in relation to the proposed decision as detailed in the attached Proposed Record of Decision document (Appendix A).

15. Background Documents

- [Decision - 23/00060 - Domestic Abuse Act Framework 2023-25](#)
- [Decision - 25/00033 - Extension of Domestic Abuse Act Framework and KIDAS contract](#)
- [Domestic abuse - Needs Assessment](#)
- [Kent and Medway Domestic Abuse Strategy 2024-29](#)
- [Homelessness, Rough Sleeping and Domestic Abuse Grant Determination 2026 to 2027 - GOV.UK](#)

16. Appendices

- Appendix A – Proposed Record of Decision
- Appendix B – Planned DA Act Framework activity.
- Appendix C – KIDAS Funding Partners
- Exempt Appendix D – Confidential Legal Advice related to the Extension of KIDAS and SASS Contracts
- Appendix E – EQIA - Domestic Abuse Framework
- Appendix F – EQIA – KIDAS Extension
- Appendix G – EQIA – SASS Extension

17. Contact details

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KENT COUNTY COUNCIL – PROPOSED RECORD OF DECISION

DECISION TO BE TAKEN BY:

The Leader of the Council

DECISION NUMBER:

26/00039

Executive Decision – Key Decision

26/00039 - Extension of Domestic Abuse Act Framework and associated services

Decision:

As Leader of the Council, I agree to:

- 1. APPROVE** extension and update of the framework arrangements, to reflect consolidated funding arrangements, set out in the report for ongoing management of the DA Act Funding 2027-29.
- 2. APPROVE** the extension of Kent Integrated Domestic Abuse Service (KIDAS) including Referral, Assessment and Triage service and services delivered under contract SS 16041 up until 31 January 2028 (10 months).
- 3. APPROVE** the extension of Safe Accommodation Support Service (SASS) contract SC 220255 up until 31 January 2028 (10 months).
- 4. DELEGATE** authority to the Director of Public Health to, in consultation with the Leader, Corporate Director for Finance, Corporate Director for Adult Social Care and Corporate Director for Children, Young People and Education, to revise and update the Domestic Abuse Framework as necessary to reflect the consolidated Homelessness, Rough Sleeping and Domestic Abuse Grant funding arrangements, and to make minor operational amendments, provided these remain within scope of the approved Framework criteria, associated grant terms and the council's statutory duties.
- 5. DELEGATE** authority to the Director of Public Health to, in consultation with the Corporate Director for Adult Social Care and Corporate Director for Children, Young People and Education, where applicable depending on affected portfolios, to administer any further Homelessness, Rough Sleeping and Domestic Abuse Grant monies under the funding / governance framework put in place by this decision, including the determination of Officer Decisions to progress activity via the framework.
- 6. DELEGATE** authority to the Director of Public Health, in consultation with the Chief Executive, to take all necessary actions to implement this decision, including but not limited to negotiating, finalising the terms of and entering into contracts or other legal agreements, and to approve variations to existing contracts (including

KIDAS and SASS) to incorporate additional or enhanced activity, subject to the securing of additional external funding.

Reasons for decision:

Extension of Domestic Abuse Act (DA Act) Framework - The Domestic Abuse Framework (originally approved under Key Decision 23/00060 and extended under Key Decision 25/00033) is currently in place until March 2027. It provides the governance structure for determining the allocation and use of Domestic Abuse Duty Safe Accommodation grant funding, as well as supporting strategic and operational decision-making. MHCLG has now confirmed multi-year settlements through the Homelessness, Rough Sleeping and Domestic Abuse Grant which is consolidating multiple funding streams including what was the Domestic Abuse Safe Accommodation Grant.

Extending the Framework to align with the duration of the Grant (to March 2029), and updating it to reflect the consolidated funding requirements, will:

- Ensure continued compliance with the Grant conditions and statutory duties under Part 4 of the Domestic Abuse Act 2021,
- Enable longer-term strategic planning and commissioning,
- Support delivery of the Kent & Medway Domestic Abuse Strategy 2024–2029,
- Provide flexibility to respond to changing need within the parameters set by MHCLG.

Extension of Kent Integrated Domestic Abuse Service (KIDAS) and Safe Accommodation Support Service (SASS) - KCC have services delivering support to survivors of domestic abuse which are due to end 31 March 2027:

- Kent Integrated Domestic Abuse Service (KIDAS) including:
 - Referral, Assessment and Triage (RAT) service, delivered countywide by a partnership arrangement, through a contract held by the Office of the Police and Crime Commissioner. The cost of this element is met in full by the OPCC as their financial contribution to the integrated service model.
 - Contract SS16041, delivered countywide by Oasis Domestic Abuse Service, Clarion Housing group and Look Ahead Care and Support Ltd.
- Safe Accommodation Support Service (SASS) SC220255

Commissioners are progressing the recommissioning of domestic abuse support services and the proposed development of the new Kent Integrated Family Domestic Abuse Service (KIFDAS), which will bring together multiple funding streams, services, and activities (including KIDAS and SASS) into a single, coordinated service, aligned under one contractual framework. The transition from existing service arrangements to the proposed KIFDAS model is complex and critical to get right. A well-managed transition is essential to ensure continuity of support for victims and their children, minimise operational disruption, and maintain safeguarding arrangements.

Given the complexity and in response to feedback from partner agencies during engagement activities, the extension of existing contracts, until 31 January 2028, is necessary to ensure successful procurement and mobilisation of the new contractual

arrangements, without creating any disruption to service delivery. The additional time will also support multiple partners (up to 15) to collaboratively shape a strong, sustainable funding model that reflects shared responsibilities and long-term system priorities for KIFDAS.

How the proposed decision supports the Council’s Strategic Statement:

The extension of the DA Framework and proposed extension of the KIDAS and SASS contracts supports the delivery of a safer, more resilient Kent and contributes directly to the council’s ambitions for prevention, partnership working, financial sustainability, and system reform as set out in Reforming Kent 2025 – 2028, Our Council Strategy.

Financial implications:

The total cost for the proposed extension of the Domestic Abuse Act Framework across 2027-28 and services for the period 1 April 2027 to 31 January 2028 is £6,457,376.79. This is met by the councils Homelessness, Rough Sleeping and Domestic Abuse Grant allocation and partnership funding arrangements for the KIDAS contract, broken down as follows:

Element	Period Covered	Total Amount (£)	Homelessness, Rough Sleeping and Domestic Abuse Grant (£)	Partner Funding (£)	
Extension of Domestic Abuse Framework	1.4.27 – 31.3.28	£5,197,005.52.	£5,197,005.52.	£0	
Extension of KIDAS (SS16 041)	1.4.27 – 31.1.28	£3,371,251.25	£2,110,879.98 (included in DA Framework amount above)	£1,260,371.27	
Extension of SASS (SC220 255)	1.4.27 – 31.1.28	£572,090.95	£572,090.95 (included in DA Framework amount above)	£0	
TOTAL COST			£5,197,005.52	£1,260,371.27	£6,457,376.79

The Homelessness, Rough Sleeping and Domestic Abuse Grant allocation is confirmed through the Local Government Finance Settlement. The council has already accepted this funding as part of its approved budget setting process. This decision therefore relates to the governance, allocation and use of that funding rather than its acceptance.

Extension of Domestic Abuse Framework - The cost of implementing the Domestic Abuse Framework across 2027-29 will be met in full by Homelessness,

Rough Sleeping and Domestic Abuse Grant funding, including unspent grant funding from previous years (held in reserves). A draft budget forecast for 2027-28 indicates that expenditure will be £5,197,005.52. This figure includes funding for key service delivery, including:

- £2,110,879.98 for services delivered by the Kent Integrated Domestic Abuse Service (KIDAS) until 31 January 2028; and
- £572,090.95 for the Safe Accommodation Support Service (SASS), until 31 January 2028.

Actual activity and spend may be reprofiled to meet the changing needs and demand of people who have experienced domestic abuse, in line with the findings of the needs assessment and strategy commitments, providing all revised proposals meet the Framework criteria.

- **Extension of KIDAS** – Delivery of the countywide KIDAS Referral, Assessment and Triage Service is provided through the OPCC's Kent and Medway victim support contract. The cost of this element is met in full by the OPCC as their financial contribution to the integrated service model. The OPCC has confirmed that this arrangement can continue for the duration of the proposed KIDAS extension.

The full cost to extend the KIDAS contract (SS16 041) for 10 months from 1 April 2027 to 31 January 2028 is £3,371,251.25. Of this total, £2,110,879.98 is funded from within the Domestic Abuse Framework allocation set out above. The remaining balance is met through existing KIDAS funding partner contributions, including Public Health Grant funding*, the Office of the Police and Crime Commissioner, Kent Fire and Rescue, the Integrated Care Board, and district and borough councils (Ashford, Canterbury, Dartford, Dover, Folkestone and Hythe, Gravesham, Maidstone, Swale and Thanet). This blended funding arrangement ensures that the full cost of the extension is met without creating any additional pressure on KCC's base budget. Extending the existing services by until 31 January 2028, will not result in any additional financial pressure for the council and will not draw on KCC base budget.

* This Public Health contribution is fully supported by the relevant Director and Cabinet Member

- **Extension of SASS** - The costs to extend the SASS contract (SC220 255) for 10 months from 1 April 2027 until 31 January 2028, is £572,090.95. This amount is included within the overall Domestic Abuse Framework allocation set out above and will be met in full by the Homelessness, Rough Sleeping and Domestic Abuse Act Grant.

Legal implications:

The council must comply with the statutory duties set out in the Domestic Abuse Act 2021 and relevant procurement legislation related to the extension of the contracts which is set out at Confidential Appendix C. The council must also have regard to the Public Sector Equality Duty in the Equality Act 2010.

Equalities implications:

Domestic Abuse Framework - An Equalities Impact Assessment (EqIA) has been undertaken and identified no direct equalities implications arising from this decision. Specific service arrangements made via the Framework will incorporate necessary equality consideration as part of Officer level decision-making.

Extension of KIDAS and SASS - EQIAs have been completed around the extension of KIDAS and SASS and identified no direct equalities implications arising from this decision.

Data Protection implications:

KIDAS and SASS both have Data Protection Impact Assessments (DPIAs) in place, which have been completed and approved in line with UK GDPR requirements. As part of the recommissioning of services existing DPIAs will be refreshed to reflect the proposed new service model.

Cabinet Committee recommendations and other consultation:

The proposed decision will be considered at the Policy and Resources Cabinet Committee on 2 July 2026.

Any alternatives considered and rejected:

- **Option 1: Do Nothing - Allow Framework and contracts to end without extension.** This option has been rejected as it risks a failure to meet statutory duties under the Domestic Abuse Act and service disruption to victims of domestic abuse, including adults and children.
- **Option 2: Immediate Recommissioning – Extend Framework and proceed with immediate procurement of proposed KIFDAS prior to full financial and organisational stability.** This option has been rejected as it risks the proposed codesigned KIFDAS model not being achievable within the funding envelope, further risking a poor market response, reduced value for money and service disruption caused by insufficient mobilisation period.
- **Option 3: Extend Framework, KIDAS and SASS services** - This is the proposed option to be progressed as it maintains continuity and compliance, supports strategic alignment and co-production and enables robust procurement and mobilisation.

Any interest declared when the decision was taken and any dispensation granted by the Proper Officer:

.....
	...
Signed	Date

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Extension of Domestic Abuse Act Framework and associated services

Appendix B – Planned DA Act Framework activity

Planned Activity	Adherence to DA Act Framework criteria	Planned Spend 2027-28 (£)	Planned Spend 2028-29 (£)
Resources across multiple teams to support duties including: <ul style="list-style-type: none"> • assessing need, • preparation, publication, monitoring, and delivery of strategies, • conducting commissioning activity to procure new services and manage contracts. 	Framework criteria A	600,000.00	600,000.00
Services delivered by the Kent Integrated Domestic Abuse Service (KIDAS) countywide until 31 January 2028 including: <ul style="list-style-type: none"> • support to adults residing in refuges and sanctuary schemes, • additional offer to those who experience barriers in accessing refuge provision, <ul style="list-style-type: none"> • specialist refuge for men, • additional support to improve move on opportunities 	Framework criteria B	2,110,879.98	0
Safe Accommodation Support Service (SASS) delivering countywide support to children and young people residing in all forms of defined safe accommodation.		572,090.95	0
Sanctuary Access For Eligible Residents (SAFER) Scheme delivering countywide security assessments, advice, and equipment to enable survivors to remain safely in their own home. This includes a new CYBER Sanctuary pilot.		400,701.25	0
Other Safe Accommodation projects including strategy, survivor voice, DAHA project, comms project, Mental Health & DA Worker		80,000.00	50,000
New commissioned services to replace KIDAS, SASS and SAFER at end of contractual terms.		1,433,333.34	4,324,788.89
TOTAL PLANNED SPEND		5,197,005.52	4,974,788.89

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Extension of Domestic Abuse Act Framework and associated services

Appendix C – KIDAS Funding Partners

The figures shown below represent the annual (12-month) funding contributions from KIDAS partners for 2027–28. The proposed contract extension covers a 10-month period (from 1 April 2027 to 31 January 2028).

As a result, the funding contributions listed exceed the amount required for the 10-month extension. The remaining balance will be used to support the new KIFDAS service following recommissioning and all partner contributions will be fully utilised within the financial year.

KIDAS Funding Partner	KIFDAS annual funding contribution 2027-28
KCC Public Health including Coastal HIDVA project specific funding	£730,227.00
Office of the Police and Crime Commissioner (or equivalent) * this contribution is currently provided through delivery of the KIDAS Referral, Assessment and Triage Service via the OPCCs contract with Victim Support.	£190,808
Kent Fire and Rescue Service	£24,484.86
Ashford Borough Council	£18,502.21
Canterbury City Council	£23,735.15
Dartford Borough Council	£16,446.41
Dover District Council	£18,689.10
Folkestone and Hythe Borough Council	£17,567.75
Gravesham District Council	£17,380.86
Maidstone Borough Council	£24,108.94
Swale District Council	£24,295.83
Thanet District Council	£26,164.74
ICB – HIDVA project specific funding	£318,679.00
Total	£1,451,089.85

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

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EQIA Submission – ID Number

Section A

EQIA Title

Domestic Abuse Framework 2027-29

Responsible Officer

Rachel Westlake - AH AIC

Approved by (Note: approval of this EqIA must be completed within the EqIA App)

Victoria Tovey - AH AIC

Type of Activity

Service Change

No

Service Redesign

No

Project/Programme

Project/Programme

Commissioning/Procurement

No

Strategy/Policy

No

Details of other Service Activity

No

Accountability and Responsibility

Directorate

Strategic and Corporate Services

Responsible Service

Public Health Commissioning

Responsible Head of Service

Victoria Tovey - AH AIC

Responsible Director

Ingrid Crisan - CY OICS

Aims and Objectives

Kent County Council (KCC) has a statutory responsibility under Part 4 of the Domestic Abuse (DA) Act 2021 to;

- assess, or make arrangements for the assessment of, the need for “accommodation-based support” in its area,
- prepare and publish a strategy for the provision of such support in its area,
- monitor and evaluate the effectiveness of the strategy.

(“Accommodation-based support” means support, in relation to domestic abuse, provided to victims of domestic abuse, or their children, who reside in relevant accommodation as defined by the Secretary of State which includes refuges, Sanctuary Schemes, move-on and dispersed accommodation.)

Since 2021, new Grant Funding has been awarded to support implementation of these duties.

It is proposed that the ‘Domestic Abuse Framework’ (previously agreed under key decision 23/00060 and 25/00033) will continue to be used to determine spend of Domestic Abuse Duty Safe Accommodation grant funding, and support decision making

The Framework decision approach places responsibility and accountability as well, as Strategic oversight, in

a centralised position. With the Leader exercising the full Executive function as the decision-maker, operational decision-making and implementation activity, within the scope defined by the Framework agreed by the Leader as part of this decision, is delegated to Officers.

Under this Framework all expenditure of DA Act funding must be in line with budget forecasting and adhere to the MHCLG Guidance and Grant terms. Additionally, proposals for spend must meet one of the following criteria:

- A. Will support the council in conducting its statutory functions under the DA Act which include assessing need, preparation, publication, monitoring and delivery of strategies, commissioning activity and mandatory reporting back to central Government.
- B. Will improve, develop, or maintain specialist support to people who have experienced domestic abuse (adults and children) residing in 'safe accommodation', as defined by the DA Act, (this includes Refuge accommodation, Specialist Safe accommodation, Dispersed accommodation, Sanctuary Schemes and Second stage accommodation) to meet gaps identified through the needs assessment.

Examples of projects that would meet the criteria include.

- Engagement project to develop and maintain engagement with people who have experienced domestic abuse.
- Development of new services to reduce barriers within existing support offers to underserved groups.

The extension and implementation of the Domestic Abuse Framework across 2027-29 will have significant positive impacts across protected groups by strengthening the Council's ability to commission, target and adapt services in line with identified needs and statutory duties.

Section B – Evidence

Do you have data related to the protected groups of the people impacted by this activity?

Yes

It is possible to get the data in a timely and cost effective way?

Yes

Is there national evidence/data that you can use?

Yes

Have you consulted with stakeholders?

Yes

Who have you involved, consulted and engaged with?

Activity delivering Domestic Abuse Act statutory duties using the Domestic Abuse Grant funding enables delivery of the Kent and Medway DA Strategy 2024-29 that has been coproduced by KCC and all other partners. This includes KCC, ASCH, CYPE, Kent Police, ICB, KFRS, Probation. Members from the following groups have also been engaged with around this activity;
Local Partnership Board, DA Tactical Group, DA Executive Board, New Burdens Funding Steering Group.

Has there been a previous Equality Analysis (EQIA) in the last 3 years?

Yes

Do you have evidence that can help you understand the potential impact of your activity?

Yes

Section C – Impact

Who may be impacted by the activity?

Service Users/clients

Service users/clients

Staff

Staff/Volunteers

Residents/Communities/Citizens

Residents/communities/citizens

Are there any positive impacts for all or any of the protected groups as a result of the activity that you are doing?

Yes

Details of Positive Impacts

The implementation of the Domestic Abuse Framework is expected to deliver clear positive impacts across protected groups, grounded in the findings of the Kent Domestic Abuse Needs Assessment (2023), which provides detailed evidence on the scale, distribution and demographics of need across the county.

https://www.kpho.org.uk/__data/assets/pdf_file/0020/164009/Kent-Domestic-Abuse-Needs-Assessment-2023.pdf

The needs assessment confirms that domestic abuse in Kent is widespread and complex, with disproportionate impact on women, while also affecting:

- children and young people, including those living in or moving through safe accommodation
- people with disabilities and complex needs
- individuals facing multiple disadvantage (including mental health, housing need and substance misuse)
- ethnically diverse communities and other underserved groups, who may face barriers to access

It also highlights variation across districts and increasing complexity of need, including higher safeguarding risk and co-occurring vulnerabilities. The Framework provides a mechanism to ensure that funding is explicitly directed toward the gaps in provision identified through the needs assessment, including:

- improving access to safe accommodation-based support
- addressing barriers experienced by underserved and marginalised groups
- strengthening provision for those with complex and intersecting needs

The Framework provides a structured mechanism to translate needs assessment findings into funded service provision, ensuring that gaps in support are addressed in a planned and evidence-based way and allows for the development of new and targeted services to reduce barriers for underserved groups, including those with protected characteristics, where unmet need has been identified.

Examples include;

- Male Refuge Pilot which provides safe accommodation support to male survivors of domestic abuse and their accompanying children.
- Kent Safe Accommodation Support Service which reduces barriers for those with disabilities in accessing safe accommodation support.

This supports more equitable access to services and improved outcomes across protected groups.

The Framework enables flexible and responsive commissioning, allowing services to:

- adapt to changes in demand and demographic profile
- pilot or introduce targeted interventions where unmet need is identified
- realign funding to respond to updated needs assessments and emerging evidence

The Framework directly supports delivery of the Domestic Abuse Strategy 2024–2029

https://www.kent.gov.uk/__data/assets/pdf_file/0016/205360/Domestic-Abuse-Strategy-2024-to-2029.pdf, ensuring that:

- services are evidence-led and aligned to identified need
- partners work together to deliver a coordinated, system-wide response

This strengthens the system’s ability to address inequalities and improve outcomes across diverse communities.

Multi-year funding and governance through the Framework enables long-term planning, improving service quality and sustainability. This supports co-production and lived experience input, ensuring that services better reflect the needs of different communities. While the Framework itself is an enabling governance mechanism, it has clear positive equality impacts by ensuring that funding is systematically directed toward addressing inequalities identified through the needs assessment and by enabling the development of targeted services for underserved groups. Overall, the Framework has a positive equality impact by ensuring that commissioning is driven by robust needs assessment evidence, enabling services to be targeted, flexible and responsive to the demographic profile of domestic abuse in Kent and to address identified inequalities in access and outcomes.

Negative impacts and Mitigating Actions

19. Negative Impacts and Mitigating actions for Age

Are there negative impacts for age?

No

Details of negative impacts for Age

Not Applicable

Mitigating Actions for Age

Not Applicable

Responsible Officer for Mitigating Actions – Age

Not Applicable

20. Negative impacts and Mitigating actions for Disability

Are there negative impacts for Disability?

No

Details of Negative Impacts for Disability

Not Applicable

Mitigating actions for Disability

Not Applicable

Responsible Officer for Disability

Not Applicable

21. Negative Impacts and Mitigating actions for Sex

Are there negative impacts for Sex

No

Details of negative impacts for Sex

Not Applicable

Mitigating actions for Sex

Not Applicable

Responsible Officer for Sex

Not Applicable

22. Negative Impacts and Mitigating actions for Gender identity/transgender

Are there negative impacts for Gender identity/transgender

No

Negative impacts for Gender identity/transgender

Not Applicable

Mitigating actions for Gender identity/transgender

Not Applicable
Responsible Officer for mitigating actions for Gender identity/transgender
Not Applicable
23. Negative impacts and Mitigating actions for Race
Are there negative impacts for Race
No
Negative impacts for Race
Not Applicable
Mitigating actions for Race
Not Applicable
Responsible Officer for mitigating actions for Race
Not Applicable
24. Negative impacts and Mitigating actions for Religion and belief
Are there negative impacts for Religion and belief
No
Negative impacts for Religion and belief
Not Applicable
Mitigating actions for Religion and belief
Not Applicable
Responsible Officer for mitigating actions for Religion and Belief
Not Applicable
25. Negative impacts and Mitigating actions for Sexual Orientation
Are there negative impacts for Sexual Orientation
No
Negative impacts for Sexual Orientation
Not Applicable
Mitigating actions for Sexual Orientation
Not Applicable
Responsible Officer for mitigating actions for Sexual Orientation
Not Applicable
26. Negative impacts and Mitigating actions for Pregnancy and Maternity
Are there negative impacts for Pregnancy and Maternity
No
Negative impacts for Pregnancy and Maternity
Not Applicable
Mitigating actions for Pregnancy and Maternity
Not Applicable
Responsible Officer for mitigating actions for Pregnancy and Maternity
Not Applicable
27. Negative impacts and Mitigating actions for Marriage and Civil Partnerships
Are there negative impacts for Marriage and Civil Partnerships
No
Negative impacts for Marriage and Civil Partnerships
Not Applicable
Mitigating actions for Marriage and Civil Partnerships
Not Applicable
Responsible Officer for Marriage and Civil Partnerships
Not Applicable
28. Negative impacts and Mitigating actions for Carer's responsibilities
Are there negative impacts for Carer's responsibilities

No
Negative impacts for Carer's responsibilities
Not Applicable
Mitigating actions for Carer's responsibilities
Not Applicable
Responsible Officer for Carer's responsibilities
Not Applicable

EQIA Submission – ID Number

Section A

EQIA Title

Support delivered via Kent Integrated Domestic Abuse Service - Extension

Responsible Officer

Rachel Westlake - AH AIC

Approved by (Note: approval of this EqIA must be completed within the EqIA App)

Victoria Tovey - AH AIC

Type of Activity

Service Change

No

Service Redesign

No

Project/Programme

No

Commissioning/Procurement

Commissioning/Procurement

Strategy/Policy

No

Details of other Service Activity

No

Accountability and Responsibility

Directorate

Adult Social Care and Health

Responsible Service

Public Health Commissioning

Responsible Head of Service

Victoria Tovey - AH AIC

Responsible Director

Sarah Hammond - AH CD

Aims and Objectives

Kent Integrated Domestic Abuse Service (KIDAS) is county wide and includes;

- The Referral Assessment and Triage (RAT) Service
- The core community contract delivering support to adults in safe accommodation and community based settings
- The Training, Education and Awareness (TEA) Service

The aim is to provide a holistic, flexible model of support to survivors (16+) of domestic abuse, focussing on early intervention and maintaining independence for survivors and their families, reducing the impact of domestic abuse on families and communities, and keeping people safe. The service strives to reduce the risk of harm posed to survivors of domestic abuse, to support and empower service users to reduce dependency on statutory services and to provide a seamless journey of support.

Outcomes include;

To support survivors of domestic abuse in coping with the immediate aftermath of abuse and empower them to recover from the long-term effects of that abuse, with consideration to:-

- Mental and physical health and wellbeing
- Shelter and accommodation

Family, friends and children
 Education, skills and employment
 Drugs and alcohol
 Finances and benefits
 Outlook and attitudes
 Social interactions

The KIDAS contract commenced on 1 April 2017. It is due to end in March 2027 however this EQIA is in relation to the proposal to extend this from 1 April 2026 until 31 January 2028.

KIDAS supports KCC, and its partners, to deliver against policy and legal context, including:
 The Domestic Abuse Act 2021
 Victims and Prisoners Act 2024
 Freedom from Violence and Abuse: A Cross-Government Strategy to Build a Safer Society for Women and Girls” (December 2025)
 The Kent Community Safety Agreement (April 2025)
 The Care Act 2014
 The Kent and Medway Domestic Abuse Strategy 2024-2029
 Reforming Kent 2025–2028 (Our Council Strategy)
 Making a difference every day, Our strategy for Adult Social Care 2022 to 2027

The continuation of KIDAS will have clear and demonstrable positive impacts across protected groups, informed by both the Kent Domestic Abuse Needs Assessment (2023) and current service data.

Section B – Evidence

Do you have data related to the protected groups of the people impacted by this activity?

Yes

It is possible to get the data in a timely and cost effective way?

Yes

Is there national evidence/data that you can use?

Yes

Have you consulted with stakeholders?

Yes

Who have you involved, consulted and engaged with?

To consider the next steps for this service full engagement has been undertaken with all stakeholders including ASCH, PH, OPCC, KFRS, Districts, Housing, other LAs, ICB.

Engagement has also been undertaken with survivors and insight work with those who currently do not access this service to support in identifying barriers.

Has there been a previous Equality Analysis (EQIA) in the last 3 years?

Yes

Do you have evidence that can help you understand the potential impact of your activity?

Yes

Section C – Impact

Who may be impacted by the activity?

Service Users/clients

Service users/clients

Staff

Staff/Volunteers

Residents/Communities/Citizens

Are there any positive impacts for all or any of the protected groups as a result of the activity that you are doing?

Yes

Details of Positive Impacts

Continuing service delivery via KIDAS will ensure that there is support available for survivors of domestic abuse and the provision of support in refuges for adults who are fleeing domestic abuse with their accompanying children.

This service is available to all adults aged 16+ who live in Kent or who are fleeing domestic abuse regardless of protected characteristics and supports delivery of commitments made within the Kent and Medway Domestic Abuse Strategy https://www.kent.gov.uk/__data/assets/pdf_file/0016/205360/Domestic-Abuse-Strategy-2024-to-2029.pdf

The continuation of KIDAS will have clear and demonstrable positive impacts across protected groups, informed by both the Kent Domestic Abuse Needs Assessment (2023) https://www.kpho.org.uk/__data/assets/pdf_file/0020/164009/Kent-Domestic-Abuse-Needs-Assessment-2023.pdf and current service data.

Demand for domestic abuse services in Kent is high and increasing, with:

- 3,903 referrals into KIDAS and 3,042 clients supported in 2024/25
- 20,596 referrals received through the Referral, Assessment and Triage (RAT) service, indicating significant system-wide demand

The data confirms that domestic abuse:

- disproportionately affects women (e.g. 238 out of 240 refuge clients identified as female)
- has a significant impact on children, with 197 children in refuge and over 4,000 children linked to community cases
- affects individuals across the life course, with the majority aged 21–45, but also including older victims (101 people aged 66+)

The needs assessment and service data both highlight increasing complexity of need, including:

- 45% of refuge clients reporting mental health needs
- co-occurring issues including substance misuse, disability and housing instability
- increasing cases involving coercive control, stalking and honour-based abuse

Refuge stays have increased (average 8.9 months), reflecting the higher level of support required

While most service users identify as White British, data shows:

- support is reaching ethnically diverse communities, including those who may be underrepresented due to barriers
- individuals with disabilities, complex needs and insecure immigration status are accessing support

The KIDAS model is an adaptable, needs-led service response, data shows this through:

- increases in community referrals (10.2% increase) and particularly medium-risk cases (21.1% increase)
- targeted responses for both high-risk (IDVA) and medium-risk (Outreach) cohorts
- a flexible mix of safe accommodation (104 refuge spaces) and community-based support

The integrated model improves:

- equitable access across the county, reducing postcode variation

- clear referral pathways, particularly via police and multi-agency routes

Data shows that KIDAS demonstrates positive impact, including:

- 79% abuse reduced or ceased and 80% risk reduced in refuge settings
- high levels of reported improvement in safety and wellbeing in community services

Maintaining existing services ensures no disruption to support, particularly for:

- high-risk victims
- those with complex and multiple needs

This continuity is critical given the scale of demand and safeguarding risk.

Negative impacts and Mitigating Actions

19. Negative Impacts and Mitigating actions for Age

Are there negative impacts for age?

No

Details of negative impacts for Age

Not Applicable

Mitigating Actions for Age

Not Applicable

Responsible Officer for Mitigating Actions – Age

Not Applicable

20. Negative impacts and Mitigating actions for Disability

Are there negative impacts for Disability?

No

Details of Negative Impacts for Disability

Not Applicable

Mitigating actions for Disability

Not Applicable

Responsible Officer for Disability

Not Applicable

21. Negative Impacts and Mitigating actions for Sex

Are there negative impacts for Sex

No

Details of negative impacts for Sex

Not Applicable

Mitigating actions for Sex

Not Applicable

Responsible Officer for Sex

Not Applicable

22. Negative Impacts and Mitigating actions for Gender identity/transgender

Are there negative impacts for Gender identity/transgender

No

Negative impacts for Gender identity/transgender

Not Applicable

Mitigating actions for Gender identity/transgender

Not Applicable

Responsible Officer for mitigating actions for Gender identity/transgender

Not Applicable

23. Negative impacts and Mitigating actions for Race

Are there negative impacts for Race

No
Negative impacts for Race
Not Applicable
Mitigating actions for Race
Not Applicable
Responsible Officer for mitigating actions for Race
Not Applicable
24. Negative impacts and Mitigating actions for Religion and belief
Are there negative impacts for Religion and belief
No
Negative impacts for Religion and belief
Not Applicable
Mitigating actions for Religion and belief
Not Applicable
Responsible Officer for mitigating actions for Religion and Belief
Not Applicable
25. Negative impacts and Mitigating actions for Sexual Orientation
Are there negative impacts for Sexual Orientation
No
Negative impacts for Sexual Orientation
Not Applicable
Mitigating actions for Sexual Orientation
Not Applicable
Responsible Officer for mitigating actions for Sexual Orientation
Not Applicable
26. Negative impacts and Mitigating actions for Pregnancy and Maternity
Are there negative impacts for Pregnancy and Maternity
No
Negative impacts for Pregnancy and Maternity
Not Applicable
Mitigating actions for Pregnancy and Maternity
Not Applicable
Responsible Officer for mitigating actions for Pregnancy and Maternity
Not Applicable
27. Negative impacts and Mitigating actions for Marriage and Civil Partnerships
Are there negative impacts for Marriage and Civil Partnerships
No
Negative impacts for Marriage and Civil Partnerships
Not Applicable
Mitigating actions for Marriage and Civil Partnerships
Not Applicable
Responsible Officer for Marriage and Civil Partnerships
Not Applicable
28. Negative impacts and Mitigating actions for Carer's responsibilities
Are there negative impacts for Carer's responsibilities
No
Negative impacts for Carer's responsibilities
Not Applicable
Mitigating actions for Carer's responsibilities
Not Applicable

Responsible Officer for Carer's responsibilities

Not Applicable

EQIA Submission – ID Number

Section A

EQIA Title

Support delivered by Safe Accommodation Support Service - Extension

Responsible Officer

Rachel Westlake - AH AIC

Approved by (Note: approval of this EqIA must be completed within the EqIA App)

Victoria Tovey - AH AIC

Type of Activity

Service Change

No

Service Redesign

No

Project/Programme

No

Commissioning/Procurement

Commissioning/Procurement

Strategy/Policy

No

Details of other Service Activity

No

Accountability and Responsibility

Directorate

Children Young People and Education

Responsible Service

Public Health Commissioning

Responsible Head of Service

Victoria Tovey - AH AIC

Responsible Director

Ingrid Crisan - CY OICS

Aims and Objectives

The Safe Accommodation Support Service (SASS) is countywide. It delivers specialist support to children and young people who have experienced domestic abuse and are living in all forms of safe accommodation as defined by the Domestic Abuse Act 2021.

SASS is currently commissioned to deliver until 31 March 2027 however this EQIA is in relation to the proposal to extend this until 31 January 2028.

SASS supports KCC to deliver against policy and legal context, including:

The Domestic Abuse Act 2021

Children Act 2004

Victims and Prisoners Act 2024

Freedom from Violence and Abuse: A Cross-Government Strategy to Build a Safer Society for Women and Girls” (December 2025)

The Kent and Medway Domestic Abuse Strategy 2024-2029

Reforming Kent 2025–2028 (Our Council Strategy)

The extension of SASS will have positive impacts across protected groups, particularly for children and

young people affected by domestic abuse, informed by the Kent Domestic Abuse Needs Assessment (2023), local strategy priorities, and current service data.

Section B – Evidence

Do you have data related to the protected groups of the people impacted by this activity?

Yes

It is possible to get the data in a timely and cost effective way?

Yes

Is there national evidence/data that you can use?

Yes

Have you consulted with stakeholders?

Yes

Who have you involved, consulted and engaged with?

To consider the next steps for this service full engagement has been undertaken with all stakeholders including ASCH, PH, OPCC, KFRS, Districts, Housing, other LAs, ICB.

Engagement has also been undertaken with survivors including children and insight work with those who currently do not access this service to support in identifying barriers.

Has there been a previous Equality Analysis (EQIA) in the last 3 years?

Yes

Do you have evidence that can help you understand the potential impact of your activity?

Yes

Section C – Impact

Who may be impacted by the activity?

Service Users/clients

Service users/clients

Staff

Staff/Volunteers

Residents/Communities/Citizens

Residents/communities/citizens

Are there any positive impacts for all or any of the protected groups as a result of the activity that you are doing?

Yes

Details of Positive Impacts

Demand for SASS has increased significantly year on year, with referrals rising from:

- 88 (2023/24)
- 276 (2024/25)
- 368 (2025/26)

This reflects:

- improved identification of children as victims in their own right under the Domestic Abuse Act
- stronger referral pathways from domestic abuse services and safe accommodation providers

The needs assessment highlights the growing recognition of children and young people as directly impacted by domestic abuse, often with complex and trauma-related needs.

SASS is specifically designed to support children and young people residing in safe accommodation, who are now recognised as victims in their own right. Data shows the service is predominantly supporting young

children and those of school age (majority aged 0–10 years)

This ensures early intervention at a critical stage, helping to:

- reduce long-term harm
- improve emotional wellbeing and developmental outcomes

The service supports children across a range of accommodation types, including:

- refuge provision
- sanctuary schemes

Support linked to the countywide domestic abuse Sanctuary Scheme has increased significantly (up to 286 cases) since 2023. This demonstrates how services are adapting to changing models of delivery, supporting more families to remain safely in their homes where appropriate, in line with strategy priorities.

SASS supports children from a range of ethnic backgrounds, including white British and a growing number from ethnically diverse and underserved communities. The service also supports families with multiple and complex needs.

The majority of referrals into SASS originate from domestic abuse services and safe accommodation providers, demonstrating:

- a well-integrated system response
- effective identification and referral of children in need of support

This aligns with the Domestic Abuse Strategy priority to deliver coordinated, multi-agency support for families.

Early intervention through SASS contributes to:

- improved safety and emotional wellbeing
- breaking cycles of abuse
- reducing longer-term demand on statutory services

The extension of SASS ensures the service can continue to:

- respond to increasing demand and complexity
- align with changes in safe accommodation provision (e.g. increase in sanctuary schemes)
- adapt to future needs identified through refreshed needs assessments

Negative impacts and Mitigating Actions

19. Negative Impacts and Mitigating actions for Age

Are there negative impacts for age?

No

Details of negative impacts for Age

Not Applicable

Mitigating Actions for Age

Not Applicable

Responsible Officer for Mitigating Actions – Age

Not Applicable

20. Negative impacts and Mitigating actions for Disability

Are there negative impacts for Disability?

No

Details of Negative Impacts for Disability

Not Applicable

Mitigating actions for Disability
Not Applicable
Responsible Officer for Disability
Not Applicable
21. Negative Impacts and Mitigating actions for Sex
Are there negative impacts for Sex
No
Details of negative impacts for Sex
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Mitigating actions for Sex
Not Applicable
Responsible Officer for Sex
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Are there negative impacts for Carer's responsibilities
No
Negative impacts for Carer's responsibilities
Not Applicable
Mitigating actions for Carer's responsibilities
Not Applicable
Responsible Officer for Carer's responsibilities
Not Applicable

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From: Linden Kemkaran, Leader of the Council
Brian Collins, Deputy Leader and Cabinet Member for Finance
Amanda Beer, Chief Executive Officer

To: Policy and Resources Cabinet Committee – 2 July 2026

Subject: Local Outcomes Framework

Classification: Unrestricted

Summary:

Following publication of the government's Local Outcomes Framework, this paper summarises the key elements of that policy, compares it to KCC's current performance reporting and details potential implications for KCC.

Recommendation:

The Policy and Resources Cabinet Committee is asked to NOTE the briefing on the Local Outcomes Framework and the proposal to bring a further paper to the Committee when the Local Outcomes Framework tool is published.

1. Background

1.1. The Ministry of Housing, Communities and Local Government (MHCLG) released a policy paper on 12th February 2026 announcing the ['Local Outcomes Framework'](#) (LOF) - a set of outcomes-based performance measures against key national priorities delivered at the local level and driven by councils as local leaders of place.

1.2. The Framework is centred on 16 priority outcomes that reflect the government's goals for achieving shared objectives and improving living standards through the core functions of local government.

1.3. The government intends this Framework to increase transparency for residents by consolidating outcomes data in a single place, while ensuring that both central and local government use consistent measures to track progress.

1.4. Each priority outcome is underpinned by a set of metrics to measure progress, with 133 metrics included in total, although 17 are placeholders and the 'Housing Supply' priority outcome metrics are still being considered.

1.5. Not all of the 16 priority outcomes directly relate to services delivered by KCC. Three of the 16 relate to housing supply, housing quality and safety, and homelessness and rough sleeping, all of which are primarily the responsibility of district councils. Other priorities and metrics are delivered either jointly by KCC or through multi-agency working. However, this distinction is not clearly stated in the policy paper which instead implies a place-based, whole-area approach rather than distinguishing between tiers of local government. In this sense, the Framework as a whole applies better to existing and future unitary authorities. It remains to be seen exactly how these metrics will be

presented and whether this will help to clarify responsibilities between upper- and lower-tier authorities. If not presented clearly, metrics could be wrongly attributed to KCC or to district and borough councils.

1.6. In addition, two of the 16 priority outcomes, are contextual priorities, meaning they will not be used to judge council performance, instead they are there to provide the underlying economic and social landscape of an area which may help explain variation in outcomes.

1.7. For most of the metrics, the Framework makes use of existing published data - Official Statistics standard or similar quality, at local authority level. However, for some measures, data is not currently available; in these instances, a placeholder has been included to reflect the ongoing development of a new dataset.

2. Government use of the Local Outcomes Framework

2.1. The outcomes and metrics for each local authority area will be published on gov.uk, with the aim that this will improve transparency and enable the public, government, local government and local partners to have a shared view of delivery of government priorities. This is intended to help focus efforts on delivering for local people and strengthening the way central government supports and holds councils to account for progress.

2.2. Outcomes for each local area will be made comparable against that area's 'statistical neighbours', i.e. areas most similar in terms of their context and challenges. A new statistical neighbours model is being developed for this purpose. The government intends to launch a digital tool in 2026, although the precise timing for this is not known.

2.3. The policy paper makes it clear that the framework does not replace existing accountability mechanisms, like Ofsted inspections of local authority children's services, but is designed to drive a coherent approach to outcomes-based accountability and improvement.

3. Framework principles

3.1. The government have a number of framework principles:

- **Partnership-led delivery**
Local government as leaders of place will work with other local bodies, residents and service users to deliver the best outcomes for local people and communities.
- **Government support and local accountability**
Government will use the framework to support improvement and hold councils to account where needed. Relevant departments will lead on oversight and improvement for outcome areas relating to their responsibilities. MHCLG will take a broader view across all the priority outcomes in a local authority area, considering whether challenge and support is needed for council leadership.
- **Use of data for assessing council performance**
The data in the framework will help the government to understand the

contributions of councils towards priority outcomes, taking into account relevant contextual factors, wider data and assurance mechanisms. It will also contribute towards assessments for compliance with the Best Value Duty.

- **Government working with councils**
Where data suggests outcomes are poor or declining in an area, government will work with councils to understand the root causes, as well as the needs of local service users, so that appropriate action can be taken by the council, local partners and/or relevant central department(s).
- **A variety of action options**
Actions can include improvement support, constructive challenge, and options for enhanced oversight and corrective measures where serious underperformance is identified, as well as potential policy change at the national level.
- **Expectations on councils to use the framework to:**
 - Clearly articulate the outcomes being delivered in a local authority area and understand how those outcomes may interact.
 - Monitor progress, bringing outcome delivery into multi-agency conversations.
 - Inform strategic decision-making, prioritisation, and resource allocation at a local level.
 - Support self-assessment and benchmarking their own performance
 - Foster collaboration between local government and partner organisations.
 - Demonstrate how funding - from central government or raised locally - is being used to drive outcome delivery.
 - Support conversations with central government on the challenges and opportunities facing local partners in delivering improved outcomes.
 - Engage constructively with local residents and local public service users to help them understand service performance and actively steer improvement.
- **Data collection principles**
MHCLG has sought to reassure councils that, if additional datasets need be submitted in relation to the placeholder metrics, they will seek to minimise unnecessary burdens on local government. This will be managed through the process for adding new datasets to the [Single Data List](#). This lists all the datasets that local government must submit to central government, which currently sits at 142 datasets across local government.

4. Comparison to current KCC performance reporting

4.1. There are several differences between the LOF and KCC performance reporting. We report against service delivery by Directorate / Service, not against national priority outcome (although there is some overlap); our performance measurement is primarily against target / floor standard, not by comparison to other local authorities, even if this is considered in the setting of targets; accountability in our reporting is at Cabinet

Member / Corporate Director level, whereas the LOF views the whole council (plus local partners potentially) as accountable; KCC uses a mixture of local and nationally-reported measures in its reporting, LOF uses nationally-reported measures only; and linked to this last point, many of KCC's measures can be reported quarterly or even monthly, whereas LOF measures are only likely to be reported on an annual basis. A summary of this comparison is below:

Difference	LOF	KCC performance reporting
Focus	National priorities (outcomes)	Service delivery on national and local priorities e.g. potholes repaired in 28 days
Measure comparator	Statistical neighbours (model being developed)	Target / floor standard (generates RAG ratings)
Accountability	Local area (council / multi-agency)	Cabinet member / Corporate Director
Measures used	Nationally-reported indicators	Mix of national and local
Measurement period	Annual	Annual / Quarterly / monthly

4.2. In terms of how measures in LOF align with those reported in KCC performance dashboards to Cabinet Committees, some LOF priorities show strong alignment, while others are less closely aligned. For example, there is close alignment under the LOF priorities of Every child achieving and thriving, and Environment, circular economy and climate change, but it is less close under the priorities of Adult Social Care (Quality), Transport and local infrastructure, and Health and Wellbeing. The full list of LOF priorities, associated measures and how closely they align with measures in existing Cabinet Committee dashboards can be found in Appendix 1.

4.3. It should be noted that although many of the LOF measures shown in Appendix 1 are not currently reported in Cabinet Committee dashboards, they are usually derived from information submitted by local councils and, in KCC's case, are often reported internally as management information.

5. Implications for KCC

5.1. The LOF policy paper states that the government will act where outcomes are poor, but this would start with conversations with local leaders to understand how they (the government) can support local areas and reduce barriers to delivery.

5.2. There is scope for government to use the LOF in different ways and until the government makes use of the LOF for any conversations with local authorities, some of the implications remain unclear.

5.3. This is a policy paper from MCHLG, but will rely on commitment and support from other arms of government which interact with local authorities such as Ofsted, CQC, Department for Education, Department of Health, and others, if it is to work effectively.

5.4. There is an emphasis on local authority accountability, yet many of the priorities require multi-agency working for effective delivery.

5.5. Careful attention will also need to be made of any measures which have not been normalised for population size, or are skewed, for example due to the size of Kent's

UASC population, which may not then lead to a fair comparison with other authorities.

5.6. As outlined above, one of the Framework principles makes clear that councils are expected to actively use the Framework rather than wait for government to initiate engagement. Given that the Framework relies on nationally-reported metrics, which are typically updated annually, this contrasts with locally determined metrics that are reported more frequently and agreed by Directors and KCC Cabinet Members. This indicates that the LOF should be seen as complementing, rather than replacing, existing performance reporting arrangements. However, services should consider the LOF metrics as part of the next annual review of Key Performance Indicators used in Cabinet Committee dashboards

6. Next steps

6.1. Once the digital tool is published, it is proposed that the Chief Analyst will bring a further paper to this Committee detailing the progress KCC is making against the priority outcomes within the Framework, according to the tool.

7. Recommendation

The Policy and Resources Cabinet Committee is asked to NOTE the briefing on the Local Outcomes Framework and the proposal to bring a further paper to the Committee when the Local Outcomes Framework tool is published.

8. Contact details

Report Author:

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Alignment of LOF measures with current KCC reporting

LOF Priority	LOF measure	Equivalent KCC Cabinet Committee dashboard measure
Housing Supply	Metrics to capture LA contribution to housing supply (TBC)	N/a (Districts responsible)
Housing quality and safety	Percentage of rental housing deemed decent	N/a (Districts responsible)
	Percentage of homes EPC C and above	
	Percentage completed remediation for unique buildings	
	Percentage of LA-owned social housing deemed decent	
	Private Rented Sector enforcement (placeholder)	
Homelessness and rough sleeping	Rate of households with children in temporary accommodation per 1,000	N/a (Districts responsible)
	Number of families in B&B over 6 weeks	
	Percentage of duties owed where homelessness prevented or relieved	
	Percentage for households with multiple disadvantage (placeholder)	
	Number of people sleeping rough on a single night	
	Number of long-term rough sleepers over a month	

LOF Priority	LOF measure	Equivalent KCC Cabinet Committee dashboard measure
Multiple disadvantage	Proportion of opiate/crack users not in treatment (unmet need)	No
	Percentage prison leavers in treatment within 3 weeks	
	Number households referred to domestic abuse safe accommodation but unsupported	
	Percentage where homelessness prevented/relieved (multiple disadvantage)	N/a (Districts responsible)
	Number of long-term rough sleepers over the month	
	Mental ill-health metric (placeholder)	N/a (No specific LOF measures yet)
	Percentage in substance use treatment achieving progress (placeholder)	
Best start in life	Percentage with good development at age 5	Yes
	Difference in GLD between FSM and non-FSM	
	Percentage with good development at 2–2.5 years	
	Take-up of 2-year-old childcare offer	
	Take-up of 3–4-year-old 15 hours offer	No – but other measures of take-up to 4 years of age are used internally
	Best Start Family Hubs (placeholder)	N/a (No specific LOF measure yet)

LOF Priority	LOF measure	Equivalent KCC Cabinet Committee dashboard measure
Every child achieving and thriving	KS2 expected standard attainment	Yes
	KS2 disadvantage gap	
	KS4 attainment 8 (in development)	
	KS4 disadvantage gap	
	Percentage of 16–17 NEET	
	Percentage SEN pupils meeting expected KS2 standard	
	KS4 attainment for SEN pupils	
	First-time youth justice entrants	
	Youth offending reoffending rate	
	Percentage SEN children supported in mainstream	
	Persistent and severe absence	
	Post-16 destinations including SEN	No
	Absence for SEN pupils	
	Percentage physically inactive (children)	
	Mental health/wellbeing for children (placeholder)	N/a (No specific LOF measure yet)
	Children not in school (placeholder)	
Participation in youth services (placeholder)		

LOF Priority	LOF measure	Equivalent KCC Cabinet Committee dashboard measure
Keeping children safe (children's social care)	Rate of children looked after per 10,000	Yes
	KS2 attainment for CSC children	
	KS4 attainment for CSC children	
	Repeat child protection plans	
	Care leavers in EET	
	CSC workforce vacancy rates	
	Placement stability (3+ placements)	No – but are reported within KCC
	Care leavers in suitable accommodation	
	Average SDQ score for children looked after	
	Children placed over 20 miles from home	
	Persistent absence among CSC children	
	Percentage ceasing looked after due to SGO/RO/CAO	
	Child protection plans >2 years	
	Placement types	
	Share of spend not on children looked after	

LOF Priority	LOF measure	Equivalent KCC Cabinet Committee dashboard measure
Health and wellbeing	Smoking quit success rates	Yes
	Child development at 2–2.5 years	
	NHS Health Check coverage	
	Healthy life expectancy at birth	No – but are reported within KCC
	Slope index of inequality in life expectancy	
	Alcohol-specific mortality rate	
	Year 6 obesity prevalence	
	Adult physical inactivity	
	Under-18 conception rate	
	Dental decay in 5-year-olds	
	Suicide rate	
	Percentage smoking population setting quit date	
	STI testing rate	
	Unmet need for substance misuse treatment	No
	PrEP initiation/continuation (HIV prevention)	
Substance use progress (placeholder)	N/a (No specific LOF measure yet)	
Adult social care – quality	Quality of life of people using services	No – but are reported within KCC (please note some of these are only published once every two years)
	Quality of life of carers	
	Overall satisfaction of carers	
	Overall satisfaction of service users	
	Safeguarding: risk reduced or removed	

LOF Priority	LOF measure	Equivalent KCC Cabinet Committee dashboard measure
Adult social care – quality (continued)	Control over daily life	No – but are reported within KCC (please note some of these are only published once every two years)
	Ease of finding information	
	Carer involvement in decisions	
	Number receiving assessments with no prior support	
	Workforce turnover rate	No – the LOF measure includes staff not employed by Local Authorities. Local workforce measures are monitored by KCC.
Adult social care – independence, choice and control	Percentage receiving direct payments	Yes
	Number receiving long-term support	
	Reablement success (no further support required)	No – but oversight within KCC does happen
	Percentage living at home or with family	No – but is covered through other means
Adult social care - neighbourhood health / integration	Reablement after hospital discharge (remain in community)	Yes
	Admissions to residential/nursing care per 100,000	
Neighbourhoods	Adults feel others can be trusted	No – this LOF measure is mostly reported at regional level
	Satisfaction with local cultural/community facilities	No – but some services run their own satisfaction surveys
	Volunteering rate	No – but some KCC services do measure volunteer participation
	People feeling able to influence decisions	No
	Satisfaction with local area as a place to live	
	Social cohesion: people from different backgrounds getting along	
	Loneliness rate	No

LOF Priority	LOF measure	Equivalent KCC Cabinet Committee dashboard measure
Neighbourhoods (continued)	Cultural engagement (in-person past 12 months)	No
	Fly-tipping enforcement rate	N/a (Districts responsible)
	Anti-social behaviour (placeholder)	N/a (No specific LOF measure yet)
	Neighbourhood crime (placeholder)	
	Access to green and blue spaces (placeholder)	
	Library physical visits (placeholder)	N/a (No specific LOF measure yet), although this is reported in a KCC Cabinet Committee dashboard
Environment, circular economy and climate change	Percentage household waste recycled/composted/reused	Yes
	Residual household waste per household	
	Percentage of food waste collected separately	No – but is reported within KCC
	Local sites in positive conservation management	No – coordinated by Kent Wildlife Trust
	Deaths attributable to PM2.5 air pollution	No
	Flood resilience (placeholder)	N/a (No specific LOF measure yet)
	Climate change mitigation (placeholder)	
Transport and local infrastructure	Public transport connectivity score	No
	Passenger bus journeys per head	
	Percentage adults in active travel	
	Road maintenance condition by class	
	EV charge points per 100,000 population	
	Percentage change in bus service mileage	
	Killed or seriously injured per billion vehicle miles	No – but do report on the number of people killed or seriously injured

LOF Priority	LOF measure	Equivalent KCC Cabinet Committee dashboard measure
Economic prosperity and regeneration (used for context)	18–24 full-time education or employment	Yes
	16–64 employment rate	No – but are reported on kent.gov
	Percentage with RQF Level 4+ qualifications	
	Enterprise births	
	Enterprise deaths	
	High-growth enterprises	
	Business density	
	Business survival rate	
	GVA per hour worked	
	Median weekly pay	
	Gross disposable household income	
	Gigabit broadband coverage	
	Economic prosperity and regeneration (continued)	
Income deprivation affecting children index		
Income deprivation affecting older people index		
Outdoor 5G coverage		
Child poverty (used for context)	Children in low-income families	No – but is reported on kent.gov.uk

From: Brian Collins, Deputy Leader of the Council
Brendan Arnold, Corporate Director of Finance

To: Policy & Resources Cabinet Committee

Date: 2 July 2026

Subject: **Budget Planning Process 2027-28 and Medium-Term Financial Plan (MTFP) update**

Classification: Unrestricted

Summary:

This paper sets out:

- the revenue budget and medium-term financial planning strategy.
- the process and timetable to update and revise the current plan and prepare draft budget for autumn publication.

The strategy and timetable are based on an initial update of forecasts for 2027-28 and 2028-29, with a further update in the autumn ahead of publishing an initial draft for wider scrutiny in November. The purpose of the initial update is to take account of known changes since the budget was approved in February 2026 including 2025-26 outturn, as well as the emerging economic situation. These are likely to increase the gap (and therefore savings requirement). Savings options will then be developed ahead of the autumn update. The purpose of an autumn draft is to avoid a “log jam” in January and to enable some of the decisions to be taken “in principle pending Council budget agreement” ahead of publication of final draft budget in January and ahead of Council approval in February.

The MTFP will need to make provision for the preparations for Local Government Reorganisation (LGR). The 2027-28 budget will need to include KCC’s contribution towards shared transitional costs ahead of new authorities taking over. It is still envisaged to produce medium term plan based on KCC in its current form but highlighting areas impacted by LGR. Reliance on one-off measures to achieve a balanced budget for 2027-28 should be minimised and only considered as a last resort as otherwise this would leave a legacy replacement issue post LGR.

The capital programme covers spending on asset investment and is set out over a longer planning horizon over 10 years. The programme includes rolling annual programmes, (such as the modernisation of assets, which occur every year) and specific individual projects which are often phased over more than one year. It is likely that new capital spending plans will need to be constrained ahead of LGR. The proposed strategy for capital would be to continue with rolling programmes, to update costs/phasing of existing projects and to only include new projects that are fully funded and consider any invest to save proposals on a case-by-case basis in the updated capital programme.

Recommendations:

Policy and Resources Cabinet Committee is asked to NOTE

- a) **High Level Timetable.**
- b) **The strategy for updating existing revenue plans.**
- c) **The impact on presentation of plans for post LGR.**
- d) **The approach to capital programme.**
- e) **The key challenges and risks affecting budget and medium-term financial planning.**

1. Budget and Medium-Term Financial Planning Strategy

Revenue Budget Planning

1.1 The revenue budget and medium-term financial plan (MTFP) is prepared on an incremental basis starts from the current approved budget as the base to which incremental assumptions for spending, savings, income and contributions/drawdowns from reserves are applied to determine the new budget. A summary of the current directorate budgets 2026-27 and high-level medium term financial plan is included in appendix A.

1.2 The savings, income and use of reserves are necessary to ensure the budget is balanced within the overall resources available from the central government multi-year settlement and forecasts for local taxation. This balanced budget requirement only applies to the forthcoming year's plan although it is considered good practice that the MTFP is balanced over the entire period or at least there is a coherent strategy as to how this would be balanced. The balanced plan is required for the final draft budget presented to full County Council for approval and it is not unusual for earlier drafts to be not fully balanced as plans evolve.

Medium Term Financial Planning with Prospect of LGR

1.3 The current plans are based on the County Council continuing in its current form on a 'going concern' basis and the plans for 2028-29 do not make any presumption of new configuration of councils and responsibilities post local government reorganisation (LGR). It is likely that some spending in 2027-28 will be curtailed ahead of LGR. We will need to show this as a temporary reduction and flagged as LGR implications to assist the hand over to new successor authorities. There will also be some decisions affecting the 2027-28 budget that will only have a part-year impact with full year impact in 2028-29. These "legacy decisions" will also need to be clearly and separately identified as LGR implication.

1.4 The plans for subsequent years beyond 2028-29 will still need to be based on forecast spending and likely funding although these will need to indicate direction of travel rather than a detailed plan. At this stage we are envisaging these plans can only be prepared on a "whole" Kent basis and will subsequently need to be disaggregated into new local authority areas.

Presentation of Plans

1.5 The information in the budget and MTFP is compiled by the Council's Finance Team in liaison with Council Directorates but needs to be owned by those responsible for decision making. Difficult decisions are likely to be needed to meet the statutory obligations and strategic ambitions of the Council, given the funding constraints. The financial plans should be the foundation upon which decisions are made to ensure resources are used effectively and the Council's VFM responsibilities met.

1.6 The proposed strategy for balancing the 2027-28 budget needs to ensure recurring costs are as far as possible funded sustainably from recurring sources (funding, savings or

income). Balancing the budget in what could be the final year of the Council in its current form from one-off sources (flexible use of capital receipts or reserves) should only be considered as a last resort as otherwise this would put an additional burden on successor authorities to find sustainable replacement.

1.7 The three-year plan includes funding from the multi-year settlement, projections for future council tax base and household charges, and share of retained business rates growth. The update and revision will need to include a projection for the 2029-30 settlement as the current multi-year only extends to 2028-29.

1.8 The three-year whole Council revenue plan and one year directorate revenue plans¹ are shown as “net spend” (that is, total spending offset by income and specific grants). Net spend is effectively the spend over which the council has direct control.

1.9 Individual key service spending plans have in this Council been presented for one year only and include separate detail showing gross spend (split between staffing and non-staffing), income and specific grants, and resultant net spend. In the past these have only been produced for the final draft budget which is eventually approved by Full Council.

Capital Programme

1.10 Spending on capital investments is shown separately through the 10-year capital programme². The Council has a substantial asset base, and it is important these assets are used in a way to maximise value to the council including regular rationalisation and seeking improved returns. The capital investment strategy sets out the investments of the Council as required by statutory guidance.

1.11 The capital programme represents the medium-term plan for investment within affordability and capacity constraints. It is likely that capital spending will be even more constrained than revenue spending in the last year of the Council in its current form. It is particularly important that the Council does not incur capital costs on projects that may not be continued by new authorities as otherwise this could result in significant abortive costs which would represent a revenue pressure on the new councils. Previously capital planning has included a separate analysis of potential projects subject to business case approval and affordable funding. In light of LGR it is proposed the analysis of potential projects is no longer included in the plans for 2027-28.

2. Other Key Components of Planned Draft Publication in November

Assessment of Financial Resilience

2.1 The assessment of the financial resilience of the Council is an important part of the medium-term planning process. This is a function undertaken by the Chief Financial Officer (CFO) and finance staff on behalf of the Council³. Their judgement is reported in a Section 25 report to the County Council Budget Meeting, where all councillors must have due regard to the contents when considering the proposed budget.

Budget Risks

¹ Appendices D & E to the County Council report/sections 6 & 7 of the budget book

² Appendices A & B to the Council report/sections 3 and 4 of the budget book

³ A range of tools are available to the CFO in making this judgement, appendix I of the Council budget report/section 11 of the budget book demonstrates one of these tools through self-assessment against the key symptoms of financial stress identified by Chartered Institute of Public Finance and Accountancy (CIPFA) in their publication “building financial resilience”.

2.3 A Budget Risk Register is included in the MFFP⁴. This identifies and quantifies the likelihood and potential impact of the most significant budget risks which could affect delivery of the MTFP. The level of risks is a significant factor in assessing the adequacy of the Council's reserves.

Sensitivity Analysis

2.4 The budget sensitivity analysis assesses how changes in external and internal factors impact on the Council's budget. The analysis is based on different "what-if" scenarios. The purpose of sensitivity analysis is to support a more resilient and robust budget to allow for potential uncertainties and fluctuations, and to influence future decision making.

Treasury Management Strategy

2.5 The Treasury Management Strategy⁵ the management of the Council's cash flows, borrowing and investments together with the associated risks. The Council has borrowed and invested substantial sums and thus is exposed to financial risks including losses on invested funds and revenue consequences of exposure to changing interest rates. Most cash inflows are predictable with set dates or the receipt of government grants and tax precepts from collection authorities. These generally precede the dates for major outflows. Regular bi-annual reports of treasury management performance are made to Governance and Audit Committee and full Council.

3. Updating and Revising the Current Plan

3.1 The updated 2026/27-2028/29 plan will form the basis for revised 2027/28-2029/30 plan to be developed and agreed over the months ahead leading up to publication of draft budget and MTFP proposals for initial scrutiny in the Autumn, with final draft plan in January 2027 ahead of approval by full County Council in February 2027. The initial update will include the following:

- a) unavoidable price increase estimates due to changes in inflation forecasts,
- b) cost and demand drivers to be based on updated forecasts including progress towards managing cost increases in more affordable manner. The multi-year calculations will also need to be more refined than current assumptions,
- c) any other cost increases kept to a minimum,
- d) provision for 1% to 2% contingency for emerging uncertainties,
- e) consideration of further approaches to absorbing or avoiding future spending growth,
- f) revised savings targets required to achieve a balanced plan (taking into account the impact from changes under a to e above) with details to be worked up in the subsequent months in conjunction with the Administration's priorities.

3.2 As part of revising the MTFP supporting financial information will be provided, as will the opportunity to challenge spending growth predictions; there will be a strong focus on efficiencies and productivity savings, and alignment of savings with the Administration's priorities. This will require a wide approach towards identifying savings options alongside a more disciplined approach towards considering the scope of "statutory services" (for example, by being specific about which piece of legislation is being cited as underpinning any statutory piece of activity) and reconsideration of minimum statutory requirements. One-off savings should only be considered as a last resort. Savings involving staff

⁴ (appendix J to Council budget report/section 12 of the budget book)

⁵ (appendix M to Council budget report/section 15 of the budget book)

restructures should be agreed in principle by September 2026 if full year effect is to be achieved in 2027-28 budget.

3.3 It is proposed that the update to the Capital Programme follows the governance process set out in the current approved capital strategy, with the following steps undertaken between June and December:

- Only consider new bids that are fully funded or invest to save schemes.
- Review and update the cost and phasing of exiting schemes and projects.
- Review the programme in light of ongoing pressures, ensuring no impact on revenue.
- Any implications of changes in borrowing in the capital programme to be fed into the revenue MTFP (i.e. borrowing costs).
- Any other implications impacting on the revenue budget, for example any use of capital receipts to support transformation activity.

3.4 The high-level budget timetable is set out in appendix B of this report.

4. Key Challenges and Risks affecting Budget and Medium-Term Financial Plan

Inflation

4.1 The Bank of England April 2026 quarterly Monetary Policy Committee (MPC) included revised inflation assumptions following the impact on energy prices arising from the conflict in the Middle East. Inflation prior to the conflict (Q4 2025 and Q1 2026) was 0.2% lower than the November forecast by The Office for Budget Responsibility on which the existing MTFP was based. Following the conflict inflation is now forecast to be between 1% to 4% higher in 2026 than the November OBR forecast with different scenarios in subsequent years depending on how long inflation would remain above the 2% target. A summary of the scenarios is included in appendix C of this report, the full MPC report can be accessed [BoE MPC April 2026 Report](#)

4.2 Each 1% above the current MTFP forecast adds circa £10m to the Council's budget pressures (the precise detail will be set out in MTFP updates).

Social Care

4.3 Spending growth pressures in adult social care and children's care remain the most significant for the Council. The 2026-27 budget strategy for Adult Social Care was based on a strategy that included:

- limiting annual fee uplifts to an affordable level taking into statutory Care Act requirements, inflationary and other cost pressures on providers and the sustained investment in recent years that has resulted in higher fees compared to other councils.
- retendering contracts with the aim of getting more providers on the framework which would make cost driver of future placements more predictable.
- review of "self-funded" costs.
- more rigorous approach to managing placements through the assessment of eligible need through only meeting statutory local authority duties.

4.4 The strategy also relies on agreeing partnership arrangements with health authorities. In adopting this strategy, it was recognised this came with significant risks, not least an ambitious programme for retendering contracts and risks of legal challenge.

4.5 The children's social care strategy includes adjustments to the base budget to reflect the full year effect of current variances, forecast price uplifts, cost and demand pressures for new placements into care along with ambitious savings and income plans.

High Needs Spending

4.6 The final Local Government Finance Settlement included a High Needs Stability Grant equivalent to 90% of the accumulated historic deficit as 31st March 2026. However, the grant will only be confirmed following agreement of an SEN Recovery Plan. This plan replaces the previous Safety Valve agreement but will only see future forecast deficits eliminated with legislative changes to statutory requirements. Consequently, high needs spending continues to be the highest budget risk on a par with social care.

Local Government Reorganisation

4.7 The 2027-28 budget will need to include provision for the Council's contribution to the pre implementation costs. These can realistically only be included in budget plans once government has passed a Structural Change Order (a statutory instrument that gives reorganisation a legal basis). There remains a risk should SCO not be approved according to the planned timetable. Other impacts of LGR e.g. temporary curtailment of

spending plans and full year effects of budget decisions post vesting day will also need to be clearly identified.

5. Conclusions

5.1 Robust medium term financial planning is one of four key elements in public sector financial management (the others being execution, monitoring and reporting). The MTFP is more than the financial forecasts for the future and is the full suite of appendices published in the papers for full County Council Budget Meeting and included in the Budget Book.

5.2 The MTFP needs to be owned by decision makers and should be the foundation upon which decisions are made to ensure resources are used effectively.

5.3 The MTFP includes spending on day-to-day services (revenue spend) and investment in assets (capital spend).

5.5 A sound plan is based on identifying the resources necessary to fulfil current policies as a starting point before then considering changes necessary to achieve a balanced and affordable plan which is presented to County Council in February 2027 which the process described in this report has been completed.

5.6 The 2027-28 plan is unique in that it is likely to be the final plan for this Council. It is essential that the plan identifies the consequences (of decisions necessary for 2027-28 budget) are reflected in the future plans for successor councils along with robust forecast of future spending and funding for successor councils.

6. Contact details

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Current Plans

Table 1 shows the final 2026-27 approved revenue budgets by directorate along with the main funding sources.

Table 1	Staffing £m	Non-staff £m	Gross £m	Income £m	Grants £m	Net £m
Adult Social Care & Health	124.6	1,002.1	1,126.7	-233.1	-103.5	790.1
Children, Young People & Education	191.0	895.4	1,086.4	-73.5	-586.0	426.9
Growth, Environment & Transport	74.6	235.6	31.2	-72.1	-20.4	217.7
Chief Executives	39.0	56.1	95.1	-34.1	-3.2	57.8
Deputy Chief Executives	24.9	64.7	89.7	-5.8	-26.1	57.8
Non-Attributable	1.7	137.1	138.8	-32.6	-	106.2
Corporately Held	-1.9	-	-1.9	-	-	-1.9
Total (exc. Schools)	453.9	2,391.0	2,844.9	-451.2	-739.2	1,654.5
<u>Funding</u>						
<i>Revenue Support Grant</i>						220.0
<i>LA Better Care Grant</i>						61.7
<i>Business Rate Baseline</i>						294.6
Sub-total - Fair Funding						576.2
Council Tax						1,048.5
Retained Business Rates						3.9
Other Settlement Grants						25.9
Total Funding						1,654.5

Table 2 shows a summary of the high level 3-year plan for core funded services.

<u>Table 2</u>	2026-27		2027-28		2028-29	
	£m	£m	£m	£m	£m	£m
<u>Spending Growth</u>		168.3		107.0		294.6
Cost drivers	33.5		37.6		31.3	
Demand drivers	24.2		24.0		23.2	
Price uplifts	28.2		32.0		30.6	
Base Budget Changes	40.6		4.0		=	
High Needs deficit					183.4	
Other	41.8		9.4		26.1	
<u>Changes in Funding</u>		-123.2		-48.1		-50.1
Council Tax	-51.0		-7.6		-10.5	
Government Settlement	-72.2		-40.5		-39.6	
<u>Savings/Income</u>		-49.0		-13.1		-17.1
Transformation	-10.8		-4.9		-8.8	
Efficiency	-8.3		-2.6		-0.4	
Income	-11.9		-7.8		-7.0	
Financing	-7.0		7.9		-	
Policy	-10.9		-5.7		-1.0	
<u>Net Change in Reserves</u>		3.9		8.6		-11.9
<u>Unresolved Balance</u>		Nil		54.4		32.0
<u>DSG Deficit</u>						183.4

Definitions of Table 2 entries:

Spending growth

Demand drivers include forecasts for increases in client numbers and activity levels e.g. rising pupil numbers in home to school transport. Cost drivers include non-inflationary cost increases due to market availability, higher cost of new client placements and forecast increases from retendering contracts. Price uplifts include forecasts for contractual index linked uplifts and negotiated increases and impacts on totality of current spending covered by contracts. Other includes reflecting the full year effect of the current year's budget variances (ups and downs), provision for staff pay, any impact of government or legislative changes, any removal or reduction in specific grants and any service strategies and improvements.

Savings and Income

In considering savings it is worth distinguishing between savings which relate to reducing current recurring spend and future cost avoidance from bearing down on growth (this is cost avoidance). Both amount to the same end outcome of reducing future spending from what it would otherwise have needed to be without action and intervention but are achieved by different means.

Transformation savings relate to a dedicated programme of changes to service delivery, with the aim of doing more or improving service delivery at less cost. Efficiency and productivity savings relate to providing the same level of service with minimal change in outcomes but at less cost. Income relates to increases in charges for services. Financing savings relate to changes in non-attributable costs, like reductions in borrowing costs. Policy savings relate to changes in the level of service / outcomes for service users at less cost, and these normally require Member decision.

Net Change in Reserves

The net change in reserves as they affect the budget includes removing previous year's contributions and drawdowns as well as additional contributions and drawdowns planned in each year of the plan. The movement in the level of reserves would only include these planned future contributions and drawdowns.

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2027-28 Budget (Revenue and Capital) Timetable

When	Event
2 nd Jul	P&R Cabinet Committee
Early July	Budget Consultation launch
Early Sept	Budget Consultation closes
2 nd Nov	<i>Finalise budget papers for Cabinet Committees which commence on 10 Nov</i>
10 th Nov to 18 th Nov	Cabinet Committees to receive reports on draft budget proposals (specific to each committees area of responsibility)
9 th Dec	Scrutiny Committee
Mid Dec	Government publish Provisional Local Government Finance Settlement & Districts provide initial taxbase estimates
5 th Jan	<i>Finalise budget papers for Cabinet Committees which commence on 13 Jan</i>
13 th to 20 th January	Cabinet Committees to receive reports on updated budget proposals (specific to each committees area of responsibility)
27 th Jan	Scrutiny Committee
28 th Jan	Cabinet
End of Jan / Early Feb	Government publish Final Local Government Finance Settlement
3 rd Feb	<i>Finalise papers for Budget County Council meeting</i>
	<i>Briefing Session</i>
11 th Feb	Budget County Council meeting
25 th Feb	Reserve date for County Council
Mid March	Cabinet Committees to receive reports on final budget proposals which require key decisions and have not been covered in November and January in principle decisions
25 th March	Cabinet

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Summary of April 2026 Monetary Policy Committee Report

The current medium term financial plan was based on the Office for Budget Responsibility (OBR) forecasts for inflation in the November 2025 Economic and Fiscal Outlook. This had a central forecast for CPI inflation peaking at 3.9% in quarter 3 2025, falling to steadily hereafter (3.6% Q4 2025, 3.2% Q1 2026, 2.4% Q2 2026, 2.3% Q3 2026 and 2.1%/2.0% thereafter). The March 2026 OBR forecasts were largely the same although the report acknowledged that the escalating conflict in the Middle East occurred as the report was being finalised and could have a significant impact on global and UK economies.

The April 2026 Bank of England quarterly Monetary Policy Committee report identified that the conflict has already had an impact on energy prices and produced revised inflation projections based on 3 scenarios:

- A) Short term impact with no secondary effect
- B) Six month impact with modest additional secondary effects
- C) Long term impact with stronger and more persistent additional secondary effects

All 3 scenarios have slightly lower inflation in Q4 2025 (3.4%) and Q1 2026 (3.1%) than previous OBR forecasts. Scenarios A and B had higher forecast for the remainder of 2026 (3.1%, 3.3% and 3.6%/3.7%).

- Scenario A then has rate of inflation reducing in 2027 (3.4% Q1, 2.9% Q2 and 2.3% Q3) with inflation below the 2% target from Q4 2027 onwards.
- Scenario B has rate of inflation falling more slowly throughout in 2027 (3.6% Q1, 3.2% Q2, 2.8% Q3 and 2.3% Q4) and remaining at 2% target from Q1 2028 onwards.

Scenario C has much more significant impact over the medium term (3.6% Q2, rising sharply to 5.2% Q3, and 6.0% Q4). Q1 2027 rises further to 6.2% and then the rate falls more slowly thereafter to 5.6% Q2, 4.1% Q3, and 3.5% Q4. The forecast from 2028 onwards is above the 2% target (3.0% to 2.6%)

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From: Brian Collins, Deputy Leader of the Council
 Clare Maynard, Chief Procurement Officer

To: Policy and Resources Cabinet Committee

Date: 2 July 2026

Subject: Commercial and Procurement Performance Update
 (Financial Year 2025 / 2026)

Classification: Unrestricted

Summary:

This report provides an overview of the performance of the Commercial and Procurement Division (CPD) covering the 2025/2026 Financial Year.

The paper summarises the CPD and wider Council's achievements in delivering against its strategic priorities for the reporting period. This includes delivery of financial benefits through procurement activity undertaken during this period. It discusses improvements both delivered and planned to strengthen supplier management, transparency and compliance throughout the Council's commercial and procurement activity.

The report outlines emerging risks and the areas of continuing improvement, explaining the actions planned to address these. This includes further information on improved policies, governance, investment in uplifting capability and systems, and continued collaborative working across the Council.

Recommendation(s):

Policy and Resources Cabinet Committee is asked to **consider** and **note** this report.

1. Introduction

1.1. The Commercial and Procurement Division (CPD) was launched in September 2023 with a vision of becoming the best commercial and procurement function in local government, working in partnership across the whole Council to help ensure we collectively deliver best value for the county's residents.

1.2. On 27 January 2026 Kent County Council launched its new Commercial Strategy for 2026-2028, setting out the following vision:

"We will deliver the best possible services and outcomes for Kent residents, securing Best Value at the least possible cost. We will achieve this through smart, innovative, and efficient procurement that supports the local economy and strengthens our communities"

1.2 This Strategy underlines KCC's commitment to taking a more commercially confident and strategic approach to support the Council's delivery of Best Value

and better outcomes for Kent residents. It focuses on four strategic priorities for the whole Council:

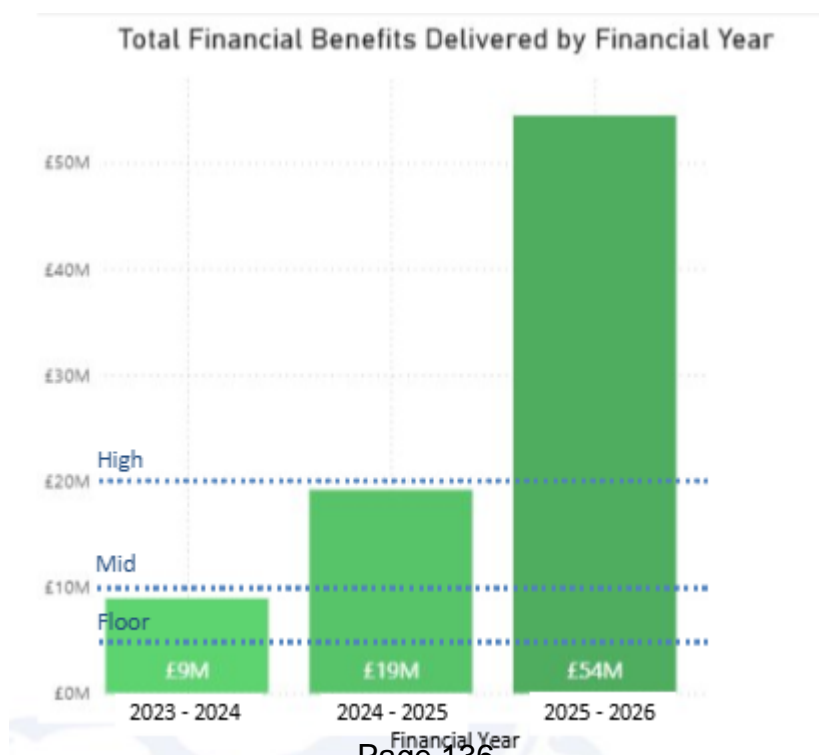
- Delivering Financial Benefits and Return on Investment
- Strengthening Supplier Management and Partnerships
- Supporting Local Economic Growth and Wider Public Value, and
- Ensuring Compliance and Transparency.

1.3 It is underpinned by a set of performance measures that build upon the original vision of the CPD, which will be included in the CED/DCED Performance Dashboard reported to the Committee, and an Implementation Plan, which includes actions that the CPD and wider Council can take to deliver on the Strategy to provide a greater spotlight on procurement benefits.

1.4 This report is aligned to the strategic priorities within the new Strategy. While CPD was already tracking and monitoring performance prior to the Strategy's launch, the Strategy has brought a renewed focus to this activity through a clearer framework for measuring progress. However, at the time of writing, it has only been three months since the launch of the Strategy and so the Council's performance is considered across the Financial Year 2025-2026.

2. Delivering Financial Benefits and Return on Investment

2.1. The delivery of financial benefits and value add through the Council's procurement activity is key in supporting KCC to deliver on the vision and strategic priorities in the Commercial Strategy. Over the 2025-26 Financial Year, £54 million of financial benefits were recorded. These were achieved through better rates, securing lower contract prices than were initially anticipated, and constructive challenge of specifications to focus on the most important requirements, avoiding higher potential costs. This value has been delivered through the hard work of Directorates, working with the CPD, applying negotiation skills and embracing constructive challenge, from specification to the procurement process, and contract award.



- 2.2. The reporting period included the successful delivery of a complex procurement for the Council's new Road Asset Renewal Contract (RARC). KCC was able to estimate an approximate £44 million financial benefit for this contract over its 10-year lifetime. Lower rates were agreed than originally anticipated, which will allow the budget for this contract to stretch further and more work to be completed within the financial envelope.
- 2.3. Excluding the significant value achieved within the RARC procurement, CPD has delivered over £10.4 million in financial benefits through a combination of competitive procurement, negotiation and cost avoidance. Over £3.6 million of value have been achieved through awarding contracts below the anticipated proposed costs, including the Bean Road Tunnel and Folkestone LUF.
- 2.4. Further £3.9 million value has been realised through benchmarking and cost avoidance, with the Adult Lifestyles service through market comparison and budget challenge, and the Place-Based Infant Feeding Peer Support Service avoiding additional costs by increasing delivery within the existing contract value. Similarly, Dry Mixed Recycling reduced processing rates to generate ongoing cost avoidance.
- 2.5. Additional £2.5 million benefits have been secured through effective negotiation and commercial strategy, including the Non-Maintained and Independent Special Schools DPS and the Construction Consultancy Framework, demonstrating CPD's ability to drive financial value through both upfront savings and longer-term cost control.
- 2.6. The financial benefits reported are those recorded through the CPD's Value Added Tracker over the 2025-26 Financial Year. However, there is not complete confidence that all benefits are being captured through this tool and further work is required to drive up awareness and engagement with reporting. This will support more consistent capture, validation, and communication, providing greater assurance around the Council's commercial efforts.
- 2.7. Even where financial benefits are not secured or reported, awarding a new contract within budget and on time can be a significant achievement in itself. This is particularly the case for high value or a complex arrangements, or those in high-risk markets where Officers navigate highly technical public procurement regulations. Over the 2025-26 Financial Year, a total of 56 contracts were awarded that had to overcome such challenges.
- 2.8. The CPD and Directorates will continue to work closely, particularly on contracts valued above the UK Public Procurement Thresholds, to negotiate with suppliers and to consider alternative decision-making (for example, around what we specify as our requirements) to realise greater value. Continued engagement with the procurement governance boards will be key to identifying value add opportunities such as those reported.

3. Strengthening Supplier Management and Partnerships

- 3.1. Strong supplier management and partnerships helps KCC maximises value from its third-party spend, drives improved performance, and builds

collaborative relationships that support the delivery of high-quality services for Kent residents. The successful KCC Supplier Day on 27 January 2026 brought together over 300 of suppliers, partners, and stakeholders to strengthen engagement and collaboration with the Council. The day provided a valuable opportunity to share key messages, raise awareness and understanding of how suppliers can work with KCC, and reinforce our commitment to openness, partnership and commercial best practice.

- 3.2. Feedback and engagement throughout the day demonstrated strong supplier interest in working with the Council, with meaningful conversations around where we are working well together and where we could strengthen our relationships, and valued networking opportunities for those in attendance. Building on this positive engagement, the next step will be to hold further, more targeted supplier events focused on specific supplier types, sectors, category areas and geographical areas. This will enable the Council to develop more tailored conversations with its supply base, strengthen relationships in priority markets, and identify practical opportunities to improve collaboration, access and value.
- 3.3. Beyond standalone events such as the KCC Supplier Day, the Council is improving the day-to-day management of its suppliers and the Council's contracts through the recent launch of a new Contract Management Policy. The policy promotes transparency, timely communication, and fair performance evaluation, enabling suppliers to operate with confidence and clarity. Guidance is in place to support delivery and the CPD are working closely with Learning and Development to embed training on contract management practices across the Council.
- 3.4. Aligned to the messages delivered at the KCC Supplier Day, the policy encourages consideration of the supplier's perspective, including the pressures they face and what delivering the contract means for their business. The policy also promotes prompt payment of suppliers, collaborative problem-solving, and innovation, helping to build strong relationships and ensuring high-quality service delivery. Robust contract governance, creates a stable and professional environment that encourages supplier engagement, long-term value, and drives continued improvements.
- 3.5. The Council has identified its key suppliers and will establish best practice principles for engagement through a Supplier Relationship Management framework. In parallel, it will continue to consider further measures to support SMEs and VCSEs, including through a planned supplier survey to help inform future activity.

4. Supporting Local Economic Growth and Wider Public Value

- 4.1. The Council is committed to supporting Kent-based businesses, Small and Medium Enterprises (SMEs), and Voluntary, Community, and Social Enterprises (VCSEs), alongside strengthening relationships with key suppliers. Over the 2025-26 Financial Year, 62% of the Council's spend was with Kent-based suppliers, with a £33 million cash terms increase in the amount spent with suppliers based in the county. Spend with SME's rose £20 million (22% of total contracted spend) while spend with micro-SME's increased by £22 million (6%).

Overall, the proportion of the Council's spend that was with such organisations was higher than the 2024-25 Financial Year.

- 4.2. The Council's VCSE spend decreased by 5% between the 2024-25 and 2025-26 Financial Years. While further work may be needed to support VCSEs to participate in and access the Council's procurement opportunities, this must be balanced with the need to secure value for money and ensure procurement decisions are taken in line with the Council's wider responsibilities.
- 4.3. This includes KCC representation on the Kent and Medway VCSE Best Practice Sub-Group for Commissioning and Procurement, which identifies barriers, supports commissioners and VCSE organisations, and promotes best practice and available support. It also includes greater pre-market engagement activity, improving access by simplifying our processes, and continued sharing of tender resources on KCC website.
- 4.4. These figures do not include indirect spend through subcontracting arrangements. Several major upcoming procurements, such as Older Persons Residential and Nursing Care and HomeCare, will create further opportunities for these supplier groups. A Tussell found SMEs, including micro-SMEs, accounted for 21% of direct public sector spend, the highest level in six years; KCC exceeds this at 28%. The Tussell Local Government Report also found that local government spend with local suppliers averaged 43% in 2024, compared with KCC's 62% in the last financial year, significantly above the average.
- 4.5. The Council continues to champion wider benefits for Kent residents through its contracting activity and is standardising how Social Value commitments are secured through procurement. The proposed '*Winning for Kent*' policy sets out how the Council will maximise value from supplier spend by seeking commitments that support local businesses, boosting local skills and employment, and resilient communities. Alongside this, a Responsible Procurement Charter being developed, to bring together our commitment to Social Value, protecting Kent's environment, and managing supply chain risks. Together, these documents will set our intentions around supporting Kent businesses, Kent communities, and the Kent environment. Completion of these documents will finalise the suite of documents supporting the Commercial Strategy.

5. Supplier Management and Partnerships

- 5.1. CPD uses Oracle Business Intelligence Spend analysis and the Oxygen Finance Insights tool to understand the Council's key suppliers by spend. Most present low credit risk, giving KCC confidence when dealing with high spend suppliers. KCC typically accounts for 5% to 100% of a supplier's public sector income; where this share is significant, it strengthens our influence in negotiations and can help secure better value for money.
- 5.2. The CPD will be developing category strategies and supporting Directorates to manage key suppliers, maximising value from KCC's third party spend. Updates will be provided in the next Policy and resources report. This work will support LGR through better oversight of spend and easier identification of opportunities

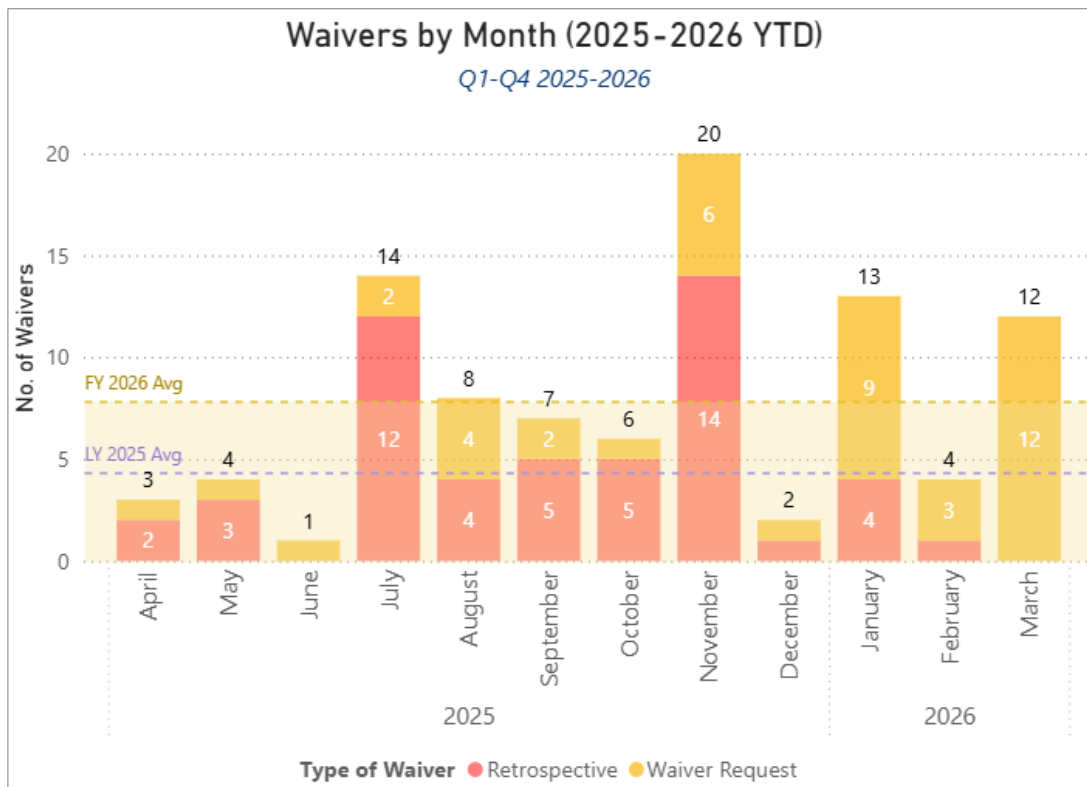
to consolidate or align contracting where authorities overlap. The CPD will also work with Directorates to roll out shared resources and systems, improve data sharing and identify opportunities for collaborative procurement and partnerships with other local authorities and public sector partners. Future reports will provide updates on this work, and, over time, include condensed summaries of performance across KCC's key contracts.

- 5.3. The successful KCC Supplier Day in January 2026 brought together suppliers and stakeholders to strengthen engagement and collaboration with the Council. It provided a valuable opportunity to share key messages, improve understanding of how suppliers can work with KCC, and reinforce our commitment to openness, partnership and commercial best practice. Feedback showed strong supplier interest, with meaningful conversations, networking and constructive discussion throughout the day. The event helped to build positive relationships to support future commercial activity.
- 5.4. Alongside understanding key suppliers, the CPD is improving supplier management through the recent launch of a Contract Management Policy. Effective contract management protects the Council's interests while benefiting suppliers through transparency, timely communication, and fair performance evaluation. It recognises the supplier's perspective, and what supplying the contract means for them as a business. Efficient processes support prompt payments, collaborative problem-solving, and innovation, fostering strong working relationships and ensuring high-quality service delivery. Robust contract governance creates a stable and professional environment that encourages supplier engagement, long-term value, and drives innovation and continued improvements.

6. Ensuring Compliance and Transparency

- 6.1. The CPD is responsible for the spending rules set out in Spending the Council's Money and regularly monitors compliance. The document sets out how Officers can request to waive their obligation to follow these internal rules, if they cannot be followed (no waiver can be given to avoid a legislative requirement). Waivers require CPD approval and, where necessary, approval from the Section 151 Officer and Monitoring Officer. The CPD monitors waiver activity, including when and how they occur. Cases where action was taken before approval obtained are logged as retrospective waivers.
- 6.2. In the 2025-26 Financial Year, the CPD received 94 requests through the waiver process, 55% of which were retrospective. Most retrospective waivers arose from urgent health and safety concerns, service continuity and time constraints for procuring, and due to limited supplier options. In several cases, works were directly awarded to contractors already on site to ensure continuity, avoid disruption, and meet critical deadlines particularly where competitive tendering was impractical due to market limitations or specialist expertise.
- 6.3. Although waiver requests increased by 71% compared with 2024-25, the value of the contracts linked to the waivers fell by 63% from £44 million to £16.5 million. This reflects a reduction in high-value waivers and a lower average waiver value, reducing the risk of challenge. It also indicates the impact of the CPD's work to improve understanding of the spending rules across the Council

and promote compliance. The CPD will continue to challenge waivers, direct officers to the relevant e-learning, and support procurement in line with the rules. This means that just 1% of our total procured spend was not following Spending the Council's Money.



- 6.4. Although greater engagement with the waiver process is positive, the rise in waiver requests and high number of retrospective waivers, particularly mid-year, remains a concern. The CPD is working with Directorates and the Corporate Management Team to encourage earlier engagement so commercial options and the implications of waiving rules can be considered sooner and these numbers reduced.
- 6.5. Compliance and transparency are supported by a strong commercial and procurement governance structure. The Commercial and Procurement Oversight Board (CPOB) ensures high value procurement complies with legislation and internal spending rules while promoting value-driven commercial activity for Kent residents. The Board now includes Internal Audit and Counter Fraud representatives alongside the CPD, Legal, and Finance. It oversees procurement proposals for the Council's key contracts and provides constructive challenge to ensure accountability and compliance.
- 6.6. In 2025-26 the CPOB reviewed 16 procurement proposals. It focused on improving the quality, transparency and robustness of Commercial Cases, with scrutiny centred on clear, evidence-based procurement design and stronger financial assurance through detailed cost, value and indexation analysis. The Board also prioritised risk management and governance, including engagement with Legal, Finance and Counter Fraud, and improved contract management readiness through stronger performance measures, invoicing assurance and auditability. It continued to emphasise data-driven decision-making and forward planning, including market insight, demand modelling and the implications of

Local Government Reorganisation to keep procurements deliverable and future-proofed.

- 6.7. The Contract Management Review Group (CMRG) reviews the value for money and effectiveness of contract management across the Council's major contracts. It includes Members from different political parties, alongside Legal, Finance, and CPD, and Counter Fraud. The Group provides constructive at mid-life and prior to extension to ensure Best Value and strong contract management standards. Since its relaunch in November 2025, the CMRG has reviewed four contracts across three meetings. Its scrutiny has focused strongly on value for money, contract management maturity and risk, while also challenging cost control, market conditions, evidence of value, assurance, and alignment KPIs with strategic outcomes.

7. Conclusion and Next Steps

- 7.1. Over the last financial year, the Council has taken several important steps to strengthening its commercial and procurement activity, with a strong foundation laid for KCC to deliver on the vision and strategic priorities within its Commercial Strategy.
- 7.2. Moving forward, the CPD and Directorates will work closely to deliver on this Strategy. In particular, there will be a focus on securing further financial benefits and improving the reporting of these, strengthening engagement with key suppliers and contract management, extending further support for local businesses and small organisations, and ensuring wider public value is secured from suppliers in a more consistent way. Tackling waivers, particularly retrospective waivers, will also be critical going forward.
- 7.3. This activity will play a pivotal role in supporting the Council through Local Government Reorganisation with sound commercial decisions, maintaining strong relationships with suppliers, upholding the spending rules and ensuring robust commercial governance incredibly important. These efforts will underpin best practice and resilience, ensuring that residents across Kent benefit from effective and sustainable services throughout and beyond the reorganisation process.

8. Recommendation(s)

Policy and Resources Cabinet Committee is asked to **consider** and **note** this report.

9. Contact details.

Report Author:

Paige Edwards, Commercial Policy and Governance Lead
Michael Bridger, Strategic Commercial and Procurement Lead

Relevant Director/s:

Clare Maynard, Chief Procurement Officer

From: Brian Collins, Deputy Leader of the Council
Clare Maynard, Chief Procurement Officer

To: Policy and Resources Cabinet Committee – 2 July 2026

Subject: Adoption of the Kent County Council Winning for Kent: Procurement with Purpose Policy 2026-2028

Decision no: 26/00032

Key Decision: Yes, it affects more than 2 Electoral Divisions (the adoption or significant amendment of major strategies or frameworks).

Classification: Unrestricted

Past Pathway of report: N/A

Future Pathway of report: Cabinet Member Decision

Electoral Division: All Electoral Divisions

Is the decision eligible for call-in? Yes

Summary:

This report seeks approval for the adoption and implementation of the Kent County Council Winning for Kent: Procurement with Purpose Policy for 2026–2028. The Policy sets out a clear, proportionate and user-friendly framework for using procurement to deliver wider public benefit (Social Value), aligned with the Council’s Strategic Statement, Commercial Strategy, and statutory requirements under the Public Services (Social Value) Act 2012 and the Procurement Act 2023.

It establishes a consistent, outcome-focused approach to embedding Social Value across the procurement cycle, ensuring requirements are proportionate to contract size, value, risk and complexity, and do not create unnecessary barriers for SMEs and VCSEs.

The Policy is structured around three core themes – economy, employment and community – providing a clear framework to focus activity on priority outcomes and ensure maximum value is achieved from every pound spent for wider public benefit. It strengthens governance and clarity for officers and suppliers, ensuring that public spending delivers measurable economic and community benefits for Kent residents, supports local jobs, businesses and supply chains, and achieves Best Value.

Recommendation(s):

The Policy and Resources Cabinet Committee is asked to CONSIDER and ENDORSE or make recommendations to the Deputy Leader on the proposed decision as detailed in the attached Proposed Record of Decision document (Appendix B) with reference to the Winning for Kent: Procurement with Purpose Policy 2026-2028 set out in Appendix A.

1. Introduction

- 1.1 Kent County Council spends approximately £1.47 billion annually through third-party contracts to deliver essential services for residents. This significant level of public investment provides an opportunity to strengthen Kent's economy, support responsible businesses, promote local employment and skills, and contribute to resilient communities.
- 1.2 National policy, including the Public Services (Social Value) Act 2012, the Procurement Act 2023 and the National Procurement Policy Statement, requires public bodies to consider wider public benefit (Social Value) in procurement, with increasing expectations for consistency and transparency.
- 1.3 This Policy sets out a practical and proportionate approach that aligns with these requirements while focusing on delivering meaningful outcomes for Kent's economy and communities.

2. Key Considerations

- 2.1 The Policy sets out a clear and consistent approach to embedding Social Value within Kent County Council's procurement activity, recognising it as a key means of delivering wider economic, social, and community benefits alongside core contractual outcomes.
- 2.2 A key policy choice is the adoption of a proportionate and evidence-led approach, ensuring requirements are appropriate to contract size and complexity while remaining accessible to suppliers, including SMEs and VCSEs, and supporting inclusive market participation.

3. Background

- 3.1 Kent County Council's annual third-party spend represents a significant public investment and an opportunity to secure wider public benefit through procurement activity.
- 3.2 Effective procurement enables the Council to deliver services while supporting economic growth, local employment and skills, and stronger, more resilient communities.
- 3.3 National policy, including the Public Services (Social Value) Act 2012, the Procurement Act 2023, and the National Procurement Policy Statement, requires public bodies to consider wider public benefit (Social Value) in procurement. These requirements place increasing emphasis on consistency,

transparency, and the ability to demonstrate how public spending delivers broader outcomes.

- 3.4 Previous internal reviews, alongside feedback from suppliers and partners, have identified variation in how Social Value has been applied across the Council. This has included inconsistent approaches between services and a lack of clarity in expectations for suppliers, limiting the Council's ability to maximise impact and consistently evidence outcomes.
- 3.5 This Policy responds to these findings by translating legislative requirements into a clear and proportionate framework aligned to Kent's priorities. It aligns the Council's approach to Social Value with Kent's evidence-led priorities and supports compliance with statutory obligations.
- 3.6 It provides greater consistency and in how Social Value is applied and offers clear guidance for officers, suppliers – including Small and Medium Enterprises (SMEs) and Voluntary, Community, and Social Enterprises (VCSEs).
- 3.7 The policy builds on the strategic direction set out in the Council's Strategic Statement and Commercial Strategy, which recognise the role of procurement in delivering wider public value and supporting local economic growth, formalising a consistent approach and strengthening governance arrangements.
- 3.8 The Policy has been developed following engagement with internal stakeholders and consideration of feedback from suppliers and partners. It reflects national policy requirements, responds to legislative change, and aligns with local priorities.
- 3.9 No public consultation has been undertaken or is planned; however, feedback previously received from suppliers and partners has been taken into account in developing the Policy.

4. Options considered and dismissed, and associated risk

- 4.1 A range of options were considered to determine the most effective way to deliver wider public benefit (Social Value) through procurement:

1. Do Nothing / Maintain Status Quo

This option involved continuing without a formally approved policy and retaining the current approach. It was rejected due to:

- Continued inconsistency and variation in approaches across services.
- Lack of clarity for suppliers on expectations and delivery.
- Missed opportunities to maximise benefits for Kent's economy and communities.
- Inability to demonstrate compliance with statutory requirements, including the Procurement Act, and increasing expectations for transparency and accountability.

2. Incremental Improvement

This option proposed making minor adjustments to existing guidance and processes. While offering some short-term improvements, it was discounted because:

- It would not provide the clarity, consistency, or accountability of a formal policy framework.
- Approaches would continue to vary across the Council, limiting impact.
- Opportunities to maximise wider public benefit through procurement would continue to be missed.
- It would not provide sufficient assurance of compliance with the Procurement Act, increasing the risk of challenge or audit concern.
- It would limit the Council's ability to evidence impact and reduce inefficiencies.

3. New Policy (Proposed Option for progression)

This proposal introduces a new, formally approved policy to strengthen the Council's ability to use procurement as a strategic tool for delivering wider community and economic benefits.

Key features include:

- A clear, consistent, and proportionate framework for embedding Social Value across the procurement cycle.
- Alignment with national legislation, including the Procurement Act, and Kent's evidence-led priorities.
- Improved governance, transparency, and accountability.
- Clear and accessible expectations for suppliers, supporting a business-friendly approach.

4.2 The option of introducing a new Social Value Policy was selected as it offers the greatest potential to:

- Deliver consistent and measurable wider public benefit through procurement.
- Align procurement activity with Kent's strategic economic and community priorities.
- Strengthen compliance, governance, and assurance.
- Maximise the positive impact of public spending for Kent residents and communities.
- Provide a clear and consistent framework for officers and suppliers, improving efficiency and delivery.

5. **How the proposed decision supports the Council's Strategic Statement**

5.1 The Policy supports the Council's Strategic Statement by strengthening the use of procurement as a strategic lever to secure Best Value for Kent residents. It aligns with the Council's commitment to achieving the best possible outcomes at the least possible cost by using its purchasing power to support local employment, develop skills, strengthen local supply chains, and enable the growth of responsible Kent-based businesses.

5.2 By embedding proportionate, outcome-focused Social Value requirements into procurement, the Policy ensures that public spending delivers wider economic and community benefits alongside core service delivery, maximising the impact of every pound spent.

6. Financial Implications

6.1 Adoption of the Policy is expected to be cost neutral, with implementation – including training, guidance, and awareness-raising – delivered within existing budgets and absorbed within current officer roles. Social Value commitments secured through procurement are expected to be delivered within the agreed contract value and are not anticipated to result in additional cost, instead representing demonstrable added value.

6.2 Monitoring and reporting will be integrated into existing procurement and contract management processes, ensuring a proportionate approach aligned to contract value, risk, and market capacity. A consistent methodology for measuring Social Value outcomes will strengthen transparency and audit assurance, with clear distinction maintained between Social Value commitments and core contractual requirements.

6.3 Any indirect impacts, such as officer time for contract management and reporting, will be managed within existing resources, with flexibility to scale requirements and maintain Value for Money.

7. Legal implications

7.1 The Policy supports compliance with the Public Services (Social Value) Act 2012 and the Procurement Act 2023, including duties relating to transparency, value for money, and public benefit, and aligns with the expectations set out in the National Procurement Policy Statement (NPPS).

7.2 Any impacts arising from Local Government Reorganisation (LGR) will be managed through the established transition and governance framework. The Policy's proportionate and flexible approach supports continuity during this period of change.

8. Equalities implications

8.1 An Equality Impact Assessment has been completed, and no significant adverse impacts have been identified.

8.2 The Policy promotes inclusive procurement and supports SMEs and VCSEs, helping to ensure fair access to opportunities and broader community benefit.

8.3 The Policy is expected to create positive impacts by encouraging supplier diversity, supporting community-focused Social Value commitments, and reinforcing ethical, transparent, and equitable practices across procurement and contract management.

9. Data Protection Implications

9.1 No Data Protection Impact Assessment (DPIA) is required as the Policy does not involve processing of personal data and poses no data protection risks.

10. Other corporate implications

10.1 The Policy complements the Council's Commercial Strategy and supports wider transformation activity across procurement and commissioning. It strengthens the Council's ability to secure Best Value by ensuring that procurement delivers both high-quality services and wider economic and community benefits.

11. Governance

11.1 The Commercial Standards and Improvement Team will oversee delivery of the Policy and ensure Social Value is consistently embedded across commissioning, procurement and contract management activities.

11.2 Compliance with the Policy will be monitored through proportionate assurance mechanisms, including reviews of procurement documentation, contract performance and supplier Social Value commitments.

11.3 Responsibility for the operational implementation of the Policy, including how Social Value requirements are applied within individual procurements, will sit with the Chief Procurement Officer under delegated authority.

11.4 Monitoring and reporting of Social Value outcomes will be delivered through existing procurement and contract management processes, supporting transparency and enabling the Council to evidence delivery of wider public benefit

11.5 The delegated authority to refresh the Policy enables it to remain current and responsive. Any updates made under delegation will be limited to non-material revisions that do not alter the overall policy intent or require further governance approval and these will be made in consultation with the Deputy Leader.

11.6 This decision provides delegated authority to the Chief Procurement Officer to take all necessary actions to implement this decision, including (but not limited to) entering into and finalising the terms of relevant contracts or other legal agreements.

12. Conclusions

12.1 The adoption of the Winning for Kent: Procurement with Purpose Policy for 2026–2028 establishes a clear, consistent and proportionate framework for embedding Social Value in procurement. It strengthens the Council's ability to secure Best Value, ensure compliance with legislative requirements, and maximise the impact of public spending. The Policy supports the delivery of meaningful economic and community outcomes for Kent, positioning KCC to use its purchasing power effectively as a strategic lever for positive change for residents, businesses, and communities.

Recommendation(s):

The Policy and Resources Cabinet Committee is asked to CONSIDER and ENDORSE or make recommendations to the Deputy Leader on the proposed decision as detailed in the attached Proposed Record of Decision document (Appendix B) with reference to the Winning for Kent: Procurement with Purpose Policy 2026-2028 set out in Appendix A.

10. Background Documents / Appendices

- Appendix A – Winning for Kent: Procurement with Purpose Policy 2026-28
- Appendix B – Proposed Record of Decision
- Appendix C – Equality Impact Assessment (EqIA)

11. Contact details

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Kent County Council

Winning for Kent

2026 – 2028

Procurement with Purpose:
*Kent County Council's approach to
delivering Social Value*

Introduction

Procurement is how the Council spends public money, and it is one of our most powerful tools for driving positive change. By deliberately leveraging our purchasing decisions, we can secure not only the goods, services and works we need, but also tangible social, economic and environmental benefits for Kent.

This Policy sets out how Kent County Council (KCC) will use its spending power to deliver its [Strategic Statement](#) and [Commercial Strategy](#) systematically embedding Social Value into procurement, in line with our statutory duties under the **Public Services (Social Value) Act 2012**, the **Procurement Act 2023**, and the **National Procurement Policy Statement**. Social Value through procurement is not an add-on; it is a practical, proven way of achieving wider outcomes alongside core contractual delivery.

KCC proudly serves a population of over 1.6 million residents across one of the largest geographical areas in England. In 2024-25, we spent approximately £1.47 billion with contracted third parties. This scale of spend gives the Council real influence over markets and supply chains, enabling better outcomes for residents, communities and businesses through the contracts we award.

Evidence shows that contracts embedding Social Value can generate around 20% more value without increasing cost¹, meaning wider social, economic and community benefits alongside core delivery. This demonstrates that using procurement to deliver Social Value is achievable, cost-effective and delivers better outcomes for Kent's residents and communities. KCC is committed to using procurement as a strategic lever for change, applying Social Value in a clear, proportionate and outcomes-focused way to maximise the impact of every pound spent.

This includes by:

- **Supporting local employment and creating a broad range of employment opportunities** while addressing social needs including education, health and wellbeing.
- **Improving access to services and strengthening community development** to help build resilient communities and foster economic growth.
- **Promoting apprenticeships and workforce upskilling** to prepare people for future jobs and support lifelong learning.
- **Supporting Kent businesses and Small and Medium Enterprises within supply chains** to help grow the Kent economy, while ensuring fairness and compliance with procurement regulations.

Environmental resilience and efficiency are addressed through a separate, complementary approach aligned with KCC's Environment Plan. While aligned in intent, this reflects different priorities and delivery requirements and avoids duplication.

Social Value is not new to Kent. Officers and suppliers are already delivering strong outcomes, and this Policy builds on that foundation by providing greater clarity, structure and consistency, enabling stronger and more measurable outcomes for Kent's communities.

¹ Social Value Portal, 2024

Background

KCC is committed to delivering goods, services and works that support Kent's communities, businesses and local environment. The Council's Strategic Statement sets out the following priorities:

- Putting Kent Residents First
- Reforming Kent County Council
- Supporting Kent Residents
- Building Better Communities

KCC's Commercial Strategy supports these priorities by strengthening procurement practice to deliver better services, foster effective partnerships and create greater public value. Its objectives include:

- Delivering financial benefits and ensuring a strong return on Investment
- Strengthening supplier management and partnerships
- Supporting local economic growth and generating wider public value
- Ensuring compliance and transparency in all our procurement activities

Our Commercial Strategy emphasises the value of working with suppliers to deliver Social Value through employment, skills development and local economic growth. Embedding Social Value into procurement enables measurable benefits that strengthen Kent's communities.

Understanding local need is central to this approach. The Kent Communities Analysis identifies where Social Value can deliver the greatest impact, ensuring this Policy is tailored to Kent and focused on what will make the most difference to residents and places.

Purpose

This Policy defines how Social Value is embedded in KCC's procurement activity and clarifies the roles of services, procurement teams and suppliers. It ensures a consistent approach across the procurement lifecycle so that every contract delivers measurable benefits for Kent's communities.

Policy Context

The Council's approach to Social Value in procurement is shaped by legislation and national policy that apply to local authorities, alongside best practice guidance.

Public Services (Social Value) Act 2012

This [Act](#) places a statutory duty on public authorities, including local councils, to consider how procurement can improve economic, social, and environmental well-being during the pre-procurement stage.

Procurement Act 2023

This [Act](#) introduces a public benefit objective and embeds Social Value as a core consideration in all public procurement. It introduces the 'Most Advantageous Tender' principle, requiring that evaluation goes beyond cost and quality to include wider benefits.

National Procurement Policy Statement (NPPS)

Local authorities are required to have regard to the [NPPS](#), which sets priorities such as supporting economic growth, improving social and economic outcomes and delivering environmental quality through procurement.

Procurement Policy Notes (PPNs)

Guidance such as [PPN 002](#) and the [Social Value Model](#) provide useful frameworks for embedding Social Value in procurement processes. While PPN 002 applies directly to central government, it sets recognised best practice for local authorities and the wider public sector.

Together, these frameworks ensure that Social Value is both a statutory consideration and a core principle for achieving wider community, economic and environmental benefits through local government procurement.

Winning for Kent: Social Value at Kent County Council

Winning for Kent means using the Council's spending power to deliver measurable benefits for Kent's residents, businesses and places. Through this Policy, Social Value is the mechanism by which procurement contributes directly to local employment, stronger communities and a more resilient Kent economy.

KCC distinguishes Social Value into two main categories:

Defined Social Value – These are specific commitments explicitly required by the Council and detailed in procurement documentation. Such commitments are strategically tailored to meet the needs of the local community or the specific contract, often aligned with frameworks like the [National TOMs](#) (Theme, Outcome and Measures), or are recommended through legislation and national policy such as the [Social Value Act 2012](#), [PPN 06/20](#), the [National Procurement Policy Statement](#), or the Government's [Social Value Model](#).

Examples include:

- Offering local employment opportunities
- Committing to volunteering hours for community projects
- Spending with local businesses

Defined Social Value commitments are mandatory for the purposes of tender evaluation and must be addressed by suppliers within the tender process to ensure compliance and competitiveness. This ensures that public procurement is designed to deliver broader benefits to the community, over and above core service delivery.

Additional Social Value – This refers to extra commitments that a supplier voluntarily offers, above and beyond what is defined. Such commitments are encouraged throughout the contract process, showcasing a supplier's proactive and innovative approach. Additional Social Value can significantly strengthen a bid, particularly in competitive tenders, and, when considered alongside overall performance and contract requirements, may be considered as part of any future extension considerations.

Examples include:

- Delivering careers outreach to local schools and colleges
- Run 'meet the buyer' events for local suppliers
- Offer pro-bono professional services to Kent community organisations

This type of Social Value demonstrates a genuine commitment to delivering positive impact, including strengthening local supply chains and supporting Kent-based businesses, and helps suppliers stand out from their competitors.

At the point the need is defined, service areas are responsible for identifying the appropriate Defined Social Value, supported by procurement Officers. A proportionate approach will be applied, recognising that not all contracts need both types of Social Value, in order to avoid placing unnecessary burdens on suppliers.

Policy Objectives

KCC is committed to embedding Social Value at the heart of procurement. We will work in partnership with services and suppliers to establish a consistent and proportionate approach, build capability, and ensure Social Value commitments are meaningful, achievable, measurable and aligned with our strategic priorities – delivering real benefits for the people and places of Kent.

To support this, the Policy is underpinned by the following objectives:

Develop a Shared Understanding of Social Value



To ensure Social Value is consistently applied, we will promote a shared understanding across staff, suppliers and partners. Through training, guidance and sharing best practice, we will establish a common language and approach to implementation, evaluation and continuous improvement.

Establish a Consistent Approach to Measurement and Reporting



Social Value must be measurable and visible throughout the procurement and contract management lifecycle. We will implement a consistent process for capturing, monitoring and reporting Social Value, providing clarity for suppliers and assurance for stakeholders.

Focus on Outcomes, Not Just Activity



We will move beyond counting inputs or outputs and focus on outcomes – the positive changes delivered for individuals, communities and the local environment. Our Kent County Council Themes, Outcomes and Measures (KCC TOMs) framework will provide a structured, evidence-based approach that aligns delivery with strategic priorities and strengthens transparency and accountability.

Strengthen Social Value Contract Management



To support effective delivery, we will develop a standardised approach to managing Social Value within contracts. This will enable Contract Managers to clearly record commitments, monitor progress, evidence outcomes and capture impact consistently across the contract lifecycle.

Recognise and Reward Strong Performance



Suppliers who deliver meaningful Social Value will be recognised. Through the KCC Social Value Badges, we will celebrate achievement and support suppliers to demonstrate their commitment to responsible and value-driven delivery.

Our Social Value Priorities

From 2026 to 2028, KCCs Social Value priorities are:



Employer: Promoting local skills and employment.



Economy: Encouraging the growth of responsible businesses in Kent.



Community: Building healthier, safer, and more resilient communities.

These priorities directly support the Council’s Winning for Kent ambitions by ensuring procurement activity delivers visible and lasting benefits at a local level.

The priorities will be informed by KCC’s Kent Communities Analysis, which identifies the issues that matter most to Kent’s residents and where Social Value can deliver the greatest impact. This evidence-led approach ensures Social Value commitments are relevant, targeted and focused on real local need.

By aligning Social Value delivery with Kent’s strategic priorities and community insight, procurement becomes more than a transactional process – it becomes a practical mechanism for delivering positive change across the county.

Inclusion of Social Value

Social Value expectations vary depending on contract value, as set out below. This approach ensures consistency for suppliers while maintaining proportionality and accessibility, particularly for SMEs and VCSEs.

Contract value	Social Value expectation
Above public procurement thresholds	Mandatory requirement. Social Value will form part of the tender evaluation.
£29,999 (inc. VAT) and above	Strongly encouraged, with commitments proportionate to the nature of the contract and the supplier’s capacity to deliver.
Below £29,999 (inc. VAT)	Not required under this Policy, but suppliers are encouraged to propose voluntary Social Value initiatives where appropriate.

In exceptional circumstances, it may not be appropriate to include Social Value or to apply the minimum 10% weighting. In such cases, the procurement or commissioning officer must submit a clear written justification to the Commercial Standards and Improvement Team. This will be reviewed in consultation with the Commercial and Procurement Divisional Management Team, who will determine whether approval is granted.

How we score Social Value in our tenders

For contracts valued above the public procurement thresholds, Social Value will form part of tender evaluation and carry a minimum qualitative weighting of 10%.

The Kent County Council Themes, Outcomes and Measures (KCC TOMs) framework is used to structure and assess Social Value, ensuring alignment with local priorities and community need.

Suppliers must clearly set out their proposed Social Value commitments in a proportionate and deliverable way. Detailed scoring methodologies and submission requirements will be set out in procurement documentation and supporting templates.

Implementation

Pre-procurement

Embedding Social Value begins at commissioning and service design stage, before procurement formally starts. For above-threshold procurements, KCC will share its Social Value priorities and Kent Communities Analysis during early market engagement. This helps suppliers understand local priorities and provides an opportunity to test the feasibility of proposed Social Value initiatives within the relevant market.

KCC will support early engagement through guidance, example commitments and practical tools such as Social Value Menus and templates, ensuring accessibility for SMEs and VCSEs. This early collaboration encourages innovation, partnerships and realistic delivery.

Tendering

At tender stage, Social Value expectations become formal requirements. Social Value requirements will be included in tender documentation and form part of the bid evaluation.

Transparent scoring and guidance on proportionate commitments will support a level playing field for all suppliers. Social Value commitments agreed at this stage will form part of the contract, ensuring they are deliverable and enforceable.

Contract Management

Contract award marks the start of Social Value delivery. All agreed commitments must be delivered over the life of the contract.

Social Value delivery will be reviewed alongside contract performance throughout the contract term. KCC will work collaboratively with suppliers throughout the contract term, offering support where needed and addressing risks early.

Measurement and Reporting

Reporting ensures Social Value delivery is visible, credible and accountable. KCC will collect and analyse data on supplier commitments and outcomes, supporting robust reporting and continuous improvement.

For contracts where Social Value is mandatory, suppliers must submit a minimum of one Social Value case study per contract year (or per contract if under one year), using the Council's standard template.

KCC will publish an Annual Social Value Statement, detailing activity, outcomes and progress against priorities. The first Statement will cover the 2027–28 financial year and will be published on the Council's website.

Social Value commitments should demonstrate additional benefit arising from the KCC contract, rather than activities already delivered as part of a supplier's standard operations. Case studies will be used to evidence this distinction.

Where data quality allows, Social Value reporting will include a place-based breakdown to show how benefits are being delivered across Kent. This will help residents and Members understand the difference procurement is making in their local area, supporting transparency and accountability.

Real-World Impact: Winning for Kent in Action

The Council will use short case studies to highlight how Social Value commitments are being delivered in practice. These will show:

- What was committed
- What was delivered
- Who benefited
- Where the impact was felt

Case studies will be used in annual reporting and public communications to demonstrate existing good practice and illustrate the types of outcomes the Council seeks to increase through this Policy.

Recognising and Rewarding Our Suppliers

KCC is committed to recognising suppliers who deliver strong Social Value outcomes.

At the end of each financial year, suppliers who meet or exceed their contractual Social Value commitments will be acknowledged through **KCC Social Value Achievement Badges**, verified by the Contract Manager.

These digital badges:

- Provide public recognition of contribution to Kent's communities
- Support suppliers in demonstrating Social Value delivery in future tenders
- Help distinguish responsible and value-driven businesses

Levels of Achievement

- **Gold** – Delivery of Social Value commitments in full and to the required standard
- **Platinum** – Delivery that exceeds contractual commitments and achieves additional impact

By recognising excellence, KCC aims to embed Social Value as a shared ambition rather than a compliance exercise, strengthening partnerships and delivering lasting benefits for Kent's residents, economy and communities.

Governance

The Chief Procurement Officer is accountable for the effective implementation and maintenance of this Social Value Policy. Oversight will be provided by the Commercial Standards and Improvement Team, who will support delivery and ensure Social Value is consistently embedded across commissioning, procurement and contract management activities.

Compliance with the Policy will be monitored through proportionate assurance mechanisms, including reviews of procurement documentation, contract performance and supplier Social Value commitments.

To support effective implementation, KCC will publish this Policy alongside a supporting toolkit, providing clear guidance and practical resources for officers and suppliers. An overarching Action Plan will set out agreed actions, responsibilities and delivery milestones to ensure Social Value is consistently integrated across all stages of the procurement lifecycle.

Through these governance arrangements, the Council will maintain transparency, accountability and continuous improvement, ensuring Social Value commitments translate into measurable benefits for Kent's communities.

Review

This Policy will be reviewed annually to ensure it remains up to date, reflects changes in legislation, and continues to align with KCC's strategic priorities.

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KENT COUNTY COUNCIL – PROPOSED RECORD OF DECISION

DECISION TO BE TAKEN BY:

Brian Collins, Deputy Leader of the Council

DECISION NUMBER:

26/00032

Executive Decision – key**26/00032 – Adoption of the Kent County Council Winning for Kent:
Procurement with Purpose Policy 2026-2028**

Decision:

As Deputy Leader of the Council, I agree to:

-
- (a) approve the adoption and implementation of the Winning for Kent: Procurement with Purpose Policy 2026-2028.
 - (b) Delegate authority to the Chief Procurement Officer in consultation with the Deputy Leader, to refresh and make non-material revisions to the policy where changes do not alter policy intent or require additional governance.
 - (c) Delegate authority to the Chief Procurement Officer to take all necessary actions, including but not limited to, entering into and finalising the terms of relevant contracts or other legal agreements, as necessary, to implement the decision
-

Reasons for decision:

To modernise, simplify and standardise how Kent County Council uses procurement to support Kent's economy, Kent businesses and Kent communities. The Policy sets out a proportionate, business-friendly framework for delivering wider public benefit (Social Value) through procurement, meaning that Social Value requirements are scaled to the size, value, risk and complexity of the contract, ensuring expectations are appropriate, achievable and do not create unnecessary barriers for small and medium-sized enterprises (SMEs) or voluntary, community and social enterprise organisations (VCSEs). This policy fulfils statutory duties under the Public Services (Social Value) Act 2012, the Procurement Act 2023 and the National Procurement Policy Statement. It also puts into practice the ambitions of KCC's Strategic Statement and Commercial Strategy.

Social Value is about using public spending to deliver wider benefits for Kent, alongside the core goods, services or works the Council is procuring. In practice, this can include creating local jobs or apprenticeships, supporting Kent-based businesses and supply chains, and delivering community benefits that respond to local needs.

Initial reviews and supplier feedback have highlighted the need for greater consistency in and certainty around the wider public benefit that the Council expects suppliers to deliver when contracted with the authority. This Policy provides greater clarity, improves accountability, and ensures procurement activity delivers stronger outcomes for Kent residents and businesses.

This decision will authorise the publication of the Policy and initiate implementation, including performance monitoring and supplier engagement and officer training, delivered within existing resources.

How the proposed decision supports the Council's Strategic Statement:

The Policy directly supports the Council's commitment to using Kent's buying power to support local jobs, strengthen local supply chains, and retain economic value and investment in the county. It strengthens the Council's ability to leverage procurement to create local employment opportunities, develop skills, grow responsible Kent-based businesses, and encourage suppliers to re-invest through local supply chains. By embedding proportionate and outcome-focused requirements into all relevant procurements, the Policy ensures that public spending has the greatest possible benefit for Kent's residents and communities.

Financial implications:

Adoption of the Policy is expected to be cost neutral. Training, guidance, and implementation will be delivered within existing budgets and absorbed within current officer roles and responsibilities. Activity relating to awareness-raising, proportionate data capture, and contract monitoring will be embedded into existing procurement and contract management processes rather than creating new standalone requirements.

The Policy supports Best Value by strengthening how the Council defines, assesses and evidences Value for Money, moving beyond cost alone to consider the wider economic and social outcomes achieved through Council spending. Where Social Value activity is delivered by suppliers, it is expected to be delivered within the agreed contract value not anticipated to result in additional cost to the Council. Any supplier commitments secured through the procurement process are intended to represent demonstrable added value rather than additional financial pressure.

While there may be indirect impacts associated with implementation – such as officer time for contract management, measurement, or reporting – these are expected to be managed within existing resources, systems, and tools. Embedding Social Value monitoring into established financial and performance management processes will help strengthen assurance and provide a clear audit trail, supporting evidence of Value for Money in procurement activity.

Officers will continue to exercise professional judgement, informed by their understanding of the market and what it can realistically deliver. They will retain flexibility to scale and tailor Social Value requirements where cost, capacity, or

market maturity considerations arise, ensuring that Value for Money remains central to procurement outcomes.

Legal implications:

The Policy supports the Council in meeting its statutory duties under the Public Services (Social Value) Act 2012, which requires public bodies to consider wider social, economic, and environmental benefits when commissioning and procuring services. The Policy also ensures the Council is compliant with the Procurement Act 2023, including duties relating to transparency, value for money, and public benefit, and aligns with the expectations set out in the National Procurement Policy Statement (NPPS).

Equalities implications:

An Equality Impact Assessment has been completed, and no significant adverse impacts have been identified. The Policy promotes inclusive procurement and supports SMEs and VCSEs, helping to ensure fair access to opportunities and broader community benefit. The Policy is expected to create positive impacts by encouraging supplier diversity, supporting community-focused Social Value commitments, and reinforcing ethical, transparent, and equitable practices across procurement and contract management.

Data Protection implications:

No Data Protection Impact Assessment (DPIA) is required. The Policy does not involve the processing of personal data and poses no material data protection risks.

Cabinet Committee recommendations and other consultation:

The proposed decision will be considered by the Policy and Resources Cabinet Committee on 2 July 2026.

Any alternatives considered and rejected:

Option 1: Do Nothing / Maintain Status Quo – Not progressed

Rejected as it would perpetuate inconsistent approaches across services, provide limited clarity for suppliers, and miss opportunities to maximise social value for Kent. It would also limit the Council’s ability to demonstrate compliance with the Procurement Act and meet increasing expectations for transparency and accountability.

Option 2: Incremental Improvement – Not progressed

Rejected as minor changes to existing guidance would not deliver the consistency, clarity, or accountability of a formal policy. It would continue to result in variable practice, constrain wider public benefit, and provide insufficient assurance of compliance, leaving ongoing risk of challenge and limited ability to evidence impact.

Any interest declared when the decision was taken and any dispensation granted by the Proper Officer:

.....

Signed

.....

Date

EQIA Submission – ID Number

Section A

EQIA Title

Adoption of the Winning for Kent Policy 2026-2028

Responsible Officer

Rebecca Rhodes - CED CP

Approved by (Note: approval of this EqIA must be completed within the EqIA App)

Clare Maynard - CED CP

Type of Activity

Service Change

No

Service Redesign

No

Project/Programme

No

Commissioning/Procurement

No

Strategy/Policy

Strategy/Policy

Details of other Service Activity

No

Accountability and Responsibility

Directorate

Strategic and Corporate Services

Responsible Service

Commercial and Procurement Division

Responsible Head of Service

Clare Maynard - CED CP

Responsible Director

Ben Watts - DCED DCEO

Aims and Objectives

The Kent County Council Procurement with Winning for Kent: Purpose Policy 2026–2028 establishes a clear and consistent framework for ensuring that the Council’s procurement activity delivers wider social and economic benefits for Kent’s residents. It strengthens how Social Value is embedded across all stages of the procurement and contract management lifecycle, ensuring that public spending is used not only to secure high-quality services, but also to support local jobs, develop skills, grow responsible supply chains, and improve community wellbeing.

The Policy responds to statutory duties under the Public Services (Social Value) Act 2012, the Procurement Act 2023, and the requirements of the National Procurement Policy Statement, by ensuring Social Value is considered proportionately, transparently, and consistently. It also reflects the Strategic Statement commitment to use Kent’s buying power to support local jobs and keep investment in the county, ensuring procurement acts as a lever for economic resilience and positive social impact.

Equality Impact Analysis Summary:

No significant negative impacts have been identified for protected groups. While the Policy does not directly change service delivery models, it shapes the way services are procured and how suppliers are expected to contribute to broader community outcomes.

The Policy is expected to generate positive impacts through:

- Encouraging suppliers to support local employment, apprenticeships, training, and skills development.
- Promoting more inclusive supply chains, creating opportunities for SMEs, VCSEs, and community-based organisations.
- Strengthening accountability and transparency through proportionate Social Value measurement and reporting.
- Supporting initiatives that improve community wellbeing, tackle inequalities, and enhance social cohesion.
- Reinforcing responsible business practices across supply chains, including environmental stewardship and ethical labour standards.

Together, these commitments ensure the policy supports a fairer, more resilient, and more inclusive Kent, while enabling procurement to deliver meaningful and measurable Social Value outcomes for all communities.

Section B – Evidence

Do you have data related to the protected groups of the people impacted by this activity?

Yes

It is possible to get the data in a timely and cost effective way?

Yes

Is there national evidence/data that you can use?

Yes

Have you consulted with stakeholders?

Yes

Who have you involved, consulted and engaged with?

Corporate Management Team (CMT)
Deputy Leader of the Council
Cabinet Member for Local Government Efficiency
Senior Officers across Directorates
Kent County Council Members (via Cabinet Committee and County Council governance pathway) (to follow)

Has there been a previous Equality Analysis (EQIA) in the last 3 years?

No

Do you have evidence that can help you understand the potential impact of your activity?

Yes

Section C – Impact

Who may be impacted by the activity?

Service Users/clients

Service users/clients

Staff

No

Residents/Communities/Citizens

Residents/communities/citizens

Are there any positive impacts for all or any of the protected groups as a result of the activity that you are doing?

Yes

Details of Positive Impacts

Age:
The Policy's emphasis on outcome-focused Social Value - particularly around skills, employment, community wellbeing, and accessible services - Page 100
It supports initiatives that benefit people of all ages. This

includes activities that help young people access training and entry-level opportunities, as well as programmes that promote independence, community participation, and improved wellbeing for older residents.

Disability:

The Policy's commitment to proportionate Social Value, supplier accountability, and inclusive supply chains may support improved accessibility, reasonable adjustments, and more responsive service design. Encouraging SMEs and VCSEs, many of whom have specialist expertise, may also enhance support for disabled residents. Social Value commitments may contribute to reducing barriers to employment, and improving community access.

Gender / Gender Identity:

Although no direct impacts are identified, the Policy's emphasis on fairness, transparency, ethical practice, and supplier responsibility may support organisations delivering gender-inclusive services. Social Value commitments that encourage workforce development, fair employment practices, and safe community environments may indirectly support gender equality and inclusive service delivery.

Race / Ethnicity:

By encouraging supplier diversity and supporting SMEs and VCSEs, the Policy may broaden participation from minority-led organisations and encourage more culturally responsive services. Social Value initiatives such as community support programmes, outreach, and targeted skill development may also positively impact residents from minority ethnic backgrounds.

Religion or Belief:

More inclusive procurement, particularly through engaging VCSEs and community-based organisations, may support service delivery that is sensitive to cultural and religious needs. Social Value activity that promotes community cohesion and understanding may offer additional benefits for faith communities.

Sexual Orientation:

No direct impacts are identified. However, the focus on ethical supply chains, inclusive community outcomes, and transparent procurement practices may support organisations that work with LGBTQ+ communities. Social Value commitments may contribute to safer, more inclusive community spaces and services.

Pregnancy and Maternity:

No direct impacts identified. However, encouraging inclusive service design and supplier diversity may ensure that procurement delivers services responsive to the needs of parents, carers, and those experiencing pregnancy and maternity.

Marriage and Civil Partnership:

No specific impacts identified.

Negative impacts and Mitigating Actions

19.Negative Impacts and Mitigating actions for Age

Are there negative impacts for age?

No

Details of negative impacts for Age

Not Applicable

Mitigating Actions for Age

Not Applicable

Responsible Officer for Mitigating Actions – Age

Not Applicable

20. Negative impacts and Mitigating actions for Disability
Are there negative impacts for Disability?
No
Details of Negative Impacts for Disability
Not Applicable
Mitigating actions for Disability
Not Applicable
Responsible Officer for Disability
Not Applicable
21. Negative Impacts and Mitigating actions for Sex
Are there negative impacts for Sex
No
Details of negative impacts for Sex
Not Applicable
Mitigating actions for Sex
Not Applicable
Responsible Officer for Sex
Not Applicable
22. Negative Impacts and Mitigating actions for Gender identity/transgender
Are there negative impacts for Gender identity/transgender
No
Negative impacts for Gender identity/transgender
Not Applicable
Mitigating actions for Gender identity/transgender
Not Applicable
Responsible Officer for mitigating actions for Gender identity/transgender
Not Applicable
23. Negative impacts and Mitigating actions for Race
Are there negative impacts for Race
No
Negative impacts for Race
Not Applicable
Mitigating actions for Race
Not Applicable
Responsible Officer for mitigating actions for Race
Not Applicable
24. Negative impacts and Mitigating actions for Religion and belief
Are there negative impacts for Religion and belief
No
Negative impacts for Religion and belief
Not Applicable
Mitigating actions for Religion and belief
Not Applicable
Responsible Officer for mitigating actions for Religion and Belief
Not Applicable
25. Negative impacts and Mitigating actions for Sexual Orientation
Are there negative impacts for Sexual Orientation
No
Negative impacts for Sexual Orientation
Not Applicable

Mitigating actions for Sexual Orientation
Not Applicable
Responsible Officer for mitigating actions for Sexual Orientation
Not Applicable
26. Negative impacts and Mitigating actions for Pregnancy and Maternity
Are there negative impacts for Pregnancy and Maternity
No
Negative impacts for Pregnancy and Maternity
Not Applicable
Mitigating actions for Pregnancy and Maternity
Not Applicable
Responsible Officer for mitigating actions for Pregnancy and Maternity
Not Applicable
27. Negative impacts and Mitigating actions for Marriage and Civil Partnerships
Are there negative impacts for Marriage and Civil Partnerships
No
Negative impacts for Marriage and Civil Partnerships
Not Applicable
Mitigating actions for Marriage and Civil Partnerships
Not Applicable
Responsible Officer for Marriage and Civil Partnerships
Not Applicable
28. Negative impacts and Mitigating actions for Carer's responsibilities
Are there negative impacts for Carer's responsibilities
No
Negative impacts for Carer's responsibilities
Not Applicable
Mitigating actions for Carer's responsibilities
Not Applicable
Responsible Officer for Carer's responsibilities
Not Applicable

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<u>Policy and Resources Cabinet Committee Work Programme</u>		
Meeting date	Item	Work Type
Tuesday, September 22, 2026	Performance Dashboard for the Chief Executive's Department and Deputy Chief Executive's Department (2026/2027)	Report
Tuesday, September 22, 2026	Procurement and award of Kent Integrated Family Domestic Abuse Service	Key Decision
Wednesday, November 18, 2026	First Draft Budget	Report
Wednesday, November 18, 2026	Asset Management Strategy	Report
Wednesday, November 18, 2026	Freehold Property Assets Disposal Policy	Report

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DECISION REPORT TO CABINET COMMITTEE

From: Brian Collins, Deputy Leader

Rebecca Spore, Director of Infrastructure

To: Policy and Resources Cabinet Committee – 2 July 2026

Subject: Turner Contemporary Works

Decision no: 26/00036

Key Decision: *Yes, it involves expenditure exceeding £1m*

Classification: **Unrestricted report with exempt Appendix A**, *not for publication under the Paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972 refers - information relating to the financial or business affairs of any particular person (including the authority holding that information).*

Future Pathway of report: Cabinet Member Decision

Electoral Division: Margate (Thanet) – Local Member: Jamie Henderson (Reform UK)

Is the decision eligible for call-in? Yes

Summary:

The report sets out remedial works to the Turner Contemporary building, owned by Kent County Council (KCC). These works have been identified as business-critical and will ensure the gallery can continue to deliver their programmes.

The Turner Contemporary is a major cultural asset in Kent. In May 2026, it welcomed its five millionth visitor, a significant milestone in the gallery's history and a powerful reflection of its role as one of the UK's leading cultural institutions.

KCC and the Turner Contemporary are committed to working together to achieve outcomes that deliver coastal regeneration, growing the Kent economy and improving wellbeing of communities.

Recommendation(s):

The Policy and Resources Cabinet Committee is asked to CONSIDER and ENDORSE or MAKE RECOMMENDATIONS to the Deputy Leader in relation to the proposed decision as detailed in the attached Proposed Record of Decision document (Appendix B).

1. Introduction

- 1.1 KCC has a strong, strategic partnership with the Turner Contemporary Trust, who are responsible for the operation of the Turner Contemporary. As the gallery building is owned by KCC, the council remains liable for the maintenance and upkeep of the gallery. Under the terms of the lease KCC retain responsibility for elements of the building, including external fabric and key elements of infrastructure.
- 1.2 It is important to maintain the gallery as a key cultural asset to the county; it delivers significant value to KCC by acting as a catalyst for regeneration and playing a transformative role in the area of Margate, boosting tourism through significant visitor numbers and stimulating investment and local economic growth while helping to reduce deprivation in coastal communities.
- 1.3 Preparatory work, including the December 2024 building survey commissioned by KCC and subsequent design development, confirmed that the planned remedial works are business-critical to maintaining the Turner Contemporary's ability to deliver its creative and cultural programmes. The works address statutory and operational risks relating to compliance, accessibility, sustainability and building performance, ensuring the Turner Contemporary will continue to host national and international exhibitions safely and effectively.
- 1.4 The works will provide improvements to visitor experience, increase the revenue generating potential and reduce environmental impact.
- 1.5 A Key Decision is required because the total value of the proposed project (including contingency) could exceed £1m, which includes entering into the necessary contracts to deliver the works.
- 1.6 The Turner Contemporary supports KCC's priorities by creating jobs, attracting investment, enhancing education and skills through cultural programmes, improving community wellbeing, and supporting coastal regeneration. At the same time, the gallery strengthens Kent's reputation as a cultural destination, helping secure further investment and supporting long-term, sustainable place-making.

2. Key Considerations

- 2.1 KCC owns the gallery building and retains responsibilities for key elements of maintenance and upkeep.
- 2.2 The proposed works are business-critical and support compliance, accessibility, sustainability and building performance.
- 2.3 The Arts Council England grant provides substantial external funding, but KCC must provide match funding and may need contingency provision.
- 2.4 A decision is needed because the overall project value may exceed the relevant governance threshold.

- 2.5 Not progressing would increase the risk of reactive maintenance, higher future costs which would fall to the Council if not supported by the grant, disruption to gallery operations and reputational impact.

3. Background

- 3.1 An Arts Council England Grant application was made in November 2025 by the Culture and Creative Economy Service seeking capital investment for essential maintenance works to the Gallery. The grant was awarded through Arts Council England's Creative Foundations Fund – a part of the government's £127.8 million Arts Everywhere initiative.
- 3.2 As part of the application, a scope and budget costs analysis was required and to support the development of the scope, a contractor was appointed via the KCC Construction Partnership Framework.
- 3.3 The application was successful and a grant of £865,000 has been awarded by Arts Council England and formally accepted by KCC.
- 3.4 As part of the grant qualification requirements, KCC will need to contribute £50,000 to the project. The current scope of works has been produced based on investigations and condition survey information. As with any project an appropriate contingency should be included as part of the project costs.
- 3.5 The total project funding will be specifically allocated to produce and meet the scope which includes essential maintenance and capital works to safeguard the gallery building, which is KCC's asset, and ensure it remains safe, accessible and operational. The works include accessibility improvements, repairs to building fabric, solar panels, ventilation, electrical and extraction upgrades.

4. Options considered and dismissed, and associated risk

- 4.1 **Option 1: Do nothing – not to undertake the works.** If no action is taken then the maintenance obligations will increase over time leading to increased maintenance liability, higher reactive costs, possible operational disruption and loss of Arts Council England grant benefit – *dismissed*.
- 4.2 **Option 2: Enter into the necessary contracts to complete the essential works** - Enter into the contracts for essential maintenance and improvements to the gallery. This allows a proactive approach to KCC maintenance obligations and allow the project to proceed while accommodating the Gallery's operational requirements – *recommended option*.

5. How the proposed decision supports the Council's Strategic Statement

- 5.1 The decision supports building better communities as set out in the strategic statement Reforming Kent by:

- 5.2 **Reducing inequalities:** Investment in maintaining the gallery supports the continued regeneration of Margate, a coastal area with higher deprivation, helping to improve economic prospects and community resilience.
- 5.3 **Economic growth:** Ensures the building remains fit-for-purpose protecting a major cultural asset that attracts visitors, sustains the local tourism economy, and supports businesses across East Kent.
- 5.4 **Health and wellbeing:** Keeping the gallery operational enables ongoing access to arts and cultural activities, which contribute to mental wellbeing, social inclusion, and stronger communities.
- 5.5 **Education and skills:** Maintenance safeguards a venue that delivers education programmes and creative learning opportunities aligned with KCC's skills and aspiration objectives.
- 5.6 **Sustainable infrastructure and place-making:** As KCC retains responsibilities for elements of the building, maintaining it ensures a high-quality, safe, and sustainable public asset that underpins long-term regeneration.

6. Financial Implications

- 6.1 An Arts Council England Grant application was made in November 2025 seeking capital investment for essential maintenance works to the Gallery building, which is owned by KCC.
- 6.2 The application was successful and a grant of £865,000 has been allocated for the works to the gallery building.
- 6.3 As part of the grant qualification requirements, KCC will need to contribute £50,000 to the project. The current scope has been produced based on investigations and condition survey information. It is anticipated that when further investigations are undertaken and construction works commence, further items, currently outside of scope may be revealed and therefore a contingency will also be required. Therefore, a total allocation of £1,055,196 is required to enable the necessary repairs, maintenance and improvement of the Turner Contemporary Gallery.
- 6.4 KCC's contribution has been allocated within the Modernisation of Assets (MOA) budget.
- 6.5 The total project funding will be specifically allocated to produce and meet the scope which includes essential maintenance and capital works to safeguard the building as a KCC asset and ensure it remains safe, accessible and operational.
- 6.6 Further financial information is included within exempt appendix A.

7. Legal implications

- 7.1 The grant of £865,000 has been formally accepted and is currently progressing through the legal processes required to finalise the agreement.
- 7.2 As part of the grant qualification requirements, KCC will need to contribute to the project.
- 7.3 Legal support has been procured and appointed in consultation with KCC Legal Services.
- 7.4 Further legal information is included within exempt appendix A.

8. Equalities implications

- 8.1 An Equalities Impact Assessment (EqIA), attached at Appendix D, has been undertaken and identified no direct equalities implications arising from this decision.

9. Data Protection Implications

- 9.1 A Data Protection Impact Assessment (DPIA) screener has been performed and has confirmed that there are no DPIA implications and that a further DPIA assessment is not required in respect of this decision.

10. Other corporate implications

- 10.1 No other corporate implications have been identified at this stage.

11. Governance

- 11.1 The level of expenditure will be in excess of the Director's delegated threshold of £1m.
- 11.2 As per the Constitution and the Council's governance processes a Key Decision will therefore be required for this decision to proceed.
- 11.3 In accordance with the property management protocol the views of the local Member will be sought and reported to the Cabinet Member taking the decision.
- 11.4 Delegated authority is to be given to the Director of Infrastructure, in consultation with the Deputy Leader, to finalise the terms of any agreement and execution of all necessary or desirable documentation required to implement.
- 11.5 The Government has announced plans for Local Government Reorganisation (LGR), aiming to abolish two-tier government by 2028. At present, KCC has not received specific guidance from Central Government about how LGR will be implemented in Kent and Medway; further details are expected in July 2026.

Until directed otherwise, KCC remains responsible for making decisions in the best interests of Kent taxpayers.

12. Conclusions

12.1 Approval of the decision will enable KCC to secure and utilise the Arts Council England grant funding, provide the required match funding and contingency provision, and enter into the necessary contractual arrangements to deliver the essential remedial works.

12.2 This will support KCC in meeting its responsibilities as owner of the gallery building, reduce the risk of escalating maintenance liabilities and operational disruption, and ensure Turner Contemporary remains safe, accessible and fit for purpose. Proceeding with the works will also protect a significant cultural asset, support the gallery's continued contribution to coastal regeneration, the visitor economy and community wellbeing, and provide a proactive and financially prudent approach to maintaining the building.

Recommendation(s):

The Policy and Resources Cabinet Committee is asked to CONSIDER and ENDORSE or MAKE RECOMMENDATIONS to the Deputy Leader in relation to the proposed decision as detailed in the attached Proposed Record of Decision document (Appendix B).

13. Background documents / Appendices

- 13.1 Exempt Appendix A – Financial and Legal implications continued.
- 13.2 Appendix B – Proposed Record of Decision
- 13.3 Appendix C - Conditions of the Grant funding
- 13.4 Appendix D – EqIA

14. Contact details

<p>Report Author(s):</p> <p>Jo Taylor Head of Capital and Strategic Programmes Telephone number: 03000 416757 Email address: joanne.taylor@kent.gov.uk</p> <p>Stuart Pryor Programme Manager Telephone number: 03000 41 09 44 Email address: Stuart.Pryor@kent.gov.uk</p> <p>Tom Marchant Assistant Director Strategic Development and Place Telephone number: 03000 41 34 12 Email address: tom.marchant@kent.gov.uk</p>	<p>Director(s):</p> <p>Rebecca Spore Director of Infrastructure Telephone number: 03000 41 67 16 Email address: rebecca.spore@kent.gov.uk</p>
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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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KENT COUNTY COUNCIL – PROPOSED RECORD OF DECISION

DECISION TO BE TAKEN BY:

Brian Collins, Deputy Leader

DECISION NUMBER:

26/00036

Executive Decision – key**26/00036 – Turner Contemporary Works**

Decision:

As Deputy Leader, I agree to:

1. APPROVE the allocation of £1,055,196 to enable the necessary repairs, maintenance and improvement of the Turner Contemporary Gallery; and
 2. DELEGATE authority to the Director of Infrastructure to take relevant actions, including but not limited to, negotiating, finalising and entering into required contracts and other legal agreements as necessary to implement the decision.
-

Reasons for decision:

Kent County Council (KCC) is a strategic partner with Turner Contemporary Trust, who run and manage the Turner Contemporary Gallery. KCC maintain liabilities relating to the maintenance and upkeep of the gallery. Under the terms of the lease KCC retain responsibility for elements of the building, including external fabric and key elements of infrastructure.

It is important to maintain the gallery as a key asset to the county, it delivers significant value to KCC by acting as a catalyst for regeneration in the area of Margate, boosting tourism and local economic growth, while helping to reduce deprivation in coastal communities.

A Key Decision is required because the total value of the proposed project (including contingency) could exceed £1m, which includes entering into the necessary contracts to deliver the works.

It supports KCC's priorities by creating jobs, attracting investment, enhancing education and skills through cultural programmes, and improving community wellbeing. At the same time, it strengthens Kent's reputation as a cultural destination, helping secure further funding and supporting long-term, sustainable place-making.

How the proposed decision supports the Council's Strategic Statement:

The decision supports building better communities as set out in the strategic statement Reforming Kent by:

Reducing inequalities: Investment in maintaining the gallery whilst supporting the continued regeneration of Margate, a coastal area with higher deprivation, helping to improve economic prospects and community resilience.

Economic growth: Ensures the building remains fit for purpose protecting a major cultural asset that attracts visitors, sustains the local tourism economy, and supports businesses across East Kent.

Health and wellbeing: Keeping the gallery operational enables ongoing access to arts and cultural activities, which contribute to mental wellbeing, social inclusion, and stronger communities.

Education and skills: Maintenance safeguards a venue that delivers education programmes and creative learning opportunities aligned with KCC's skills and aspiration objectives.

Sustainable infrastructure and place-making: As KCC retains responsibilities for elements of the building, maintaining it ensures a high-quality, safe, and sustainable public asset that underpins long-term regeneration.

Financial implications:

An Arts Council England Grant application was made in November 2025 seeking funding for essential maintenance works to the Gallery.

The application was successful and a grant of £865,000 has been allocated for the works to the gallery.

As part of the grant qualification requirements, KCC will need to contribute £50,000 to the project. The current scope has been produced based on investigations and condition survey information. It is anticipated that when further investigations are undertaken and construction works commences, further items currently outside of scope, may be revealed and therefore a contingency will also be required. Therefore, a total allocation of £1,055,196 is required to enable the necessary repairs, maintenance and improvement of the Turner Contemporary Gallery.

KCC's contribution has been allocated within the Modernisation of Assets (MOA) budget.

The total project funding will be specifically allocated to produce and meet the scope which includes essential maintenance and capital works to safeguard the building as a KCC asset and ensure it remains safe, accessible and operational.

Legal implications:

The grant of £865,000 has been formally accepted and is currently progressing through the legal processes required to finalise the agreement

As part of the grant qualification requirements, KCC will need to contribute to the project.

Legal support will be procured and appointed in consultation with KCC Legal Services.

Equalities implications:

An Equalities Impact Assessment (EqIA) has been undertaken and identified no direct equalities implications arising from this decision.

Data Protection implications:

A Data Protection Impact Assessment (DPIA) screener has been performed and has confirmed that there are no DPIA implications and that a further DPIA assessment is not required in respect of this decision.

Cabinet Committee recommendations and other consultation:

The proposed decision will be considered by the Policy and Resources Cabinet Committee on 2 July 2026.

The views of the Local Member have been sought and will be reported to the Cabinet Committee and the Cabinet Member taking the decision. To date no views or comments have been received.

Any alternatives considered and rejected:

Option 1: Do nothing – not to undertake the works. If no action is taken then the maintenance obligations will increase over time leading to increased maintenance liability, higher reactive costs, possible operational disruption and loss of Arts Council England grant benefit – ***dismissed***.

Option 2: Enter into the necessary contracts to complete the essential works - Enter into the contracts for essential maintenance and improvements to the gallery. This allows a proactive approach to KCC maintenance obligations and allow the project to proceed **while accommodating** the Gallery’s operational requirements – ***recommended option***.

Any interest declared when the decision was taken and any dispensation granted by the Proper Officer:

.....
Signed

.....
Date

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Project information

0

Applicant name: Kent County Council

Project title: Turner Contemporary

Project number: TCFF-00825598-R1

Amount requested (£): £865,000

Amount awarded (£): £865,000

Offer letter

23 March 2026

Lucy Keeley
Kent County Council
KENT COUNTY COUNCIL, Invicta House,
MAIDSTONE
ME14 1XX

Dear Lucy Keeley

Offer Letter

Programme: Creative Foundations Fund
Project: Turner Contemporary
Organisation name: Kent County Council
Reference: TCFF-00825598-R1 (Restricted funds)
Budget: 2025/26

Congratulations on your successful application.

This is to confirm that we will provide you with a restricted grant of up to £865,000 towards the costs of the Project.

You must start the Project on the Start Date and complete it by the End Date as set out in Schedule 1 (the Agreed Capital Project Plan).

A relationship manager will be assigned to your grant and will contact you soon to discuss it in more detail. In the meantime, should you wish to discuss any matters further, please contact enquiries@artscouncil.org.uk quoting the reference above.

Public announcement

This information is embargoed until a public announcement is made in the coming weeks to highlight the successful applicants. We ask you to keep this news confidential until after that. Our communications team will be in touch shortly to discuss the details of the announcement, including the announcement date once that is confirmed, and how you can support it.

1. Our offer

1.1 This offer is subject to your acceptance of our Standard Terms and Conditions for Capital Grants (the Terms and Conditions).

1.2 The Terms and Conditions are attached to the 'Attachments' screen, and your application and attachments are within your online account's 'Submissions' area. These documents, including the requirements outlined in the Guidance for Applicants, this Offer Letter, Schedules 1 to 3, and the payment conditions, form your Grant Agreement with us. The Terms and Conditions are standard for all grants made under this programme and are non-negotiable. Terms defined in this Offer Letter have the meaning given to them in the Terms and Conditions.

1.3 This programme is funded using money from Grant-in-Aid and is restricted to delivering the Project. The grant must only be used to purchase or improve fixed assets that will be capitalised on your balance sheet (Capital Expenditure).

1.4 The grant should be shown as restricted funding in your accounts in accordance with Clause 3.19 of the Terms and Conditions. We reserve the right to review and adjust funding in light of your progress in achieving the objectives of this grant.

2. Agreed Project

2.1 The Agreed Capital Project Plan is set out in Schedule 1 and is supported by your application and attachments on which we based our decision.

2.2 The success of the relationship relies on effective communication and information sharing. You must tell us in advance if you want to make any significant changes to the Project under this Grant Agreement. We will not unreasonably withhold our consent to such changes, but you must receive our written approval. Changes to the Project are covered in the Terms and Conditions.

3. Accepting our Offer

3.1. Accepting your grant is completed online by following the 'Offer Letter Acknowledgement' workflow. At the bottom of this page, you are asked to confirm that you have read the offer letter. On the following screens, you will view your Monitoring Schedule and Payment Conditions, our Terms and Conditions, and a bank details form. You will then complete a declaration stating whether you accept this offer of grant. Once you press 'submit' on the final screen, your acceptance will be sent to us for review.

3.2. This offer will no longer be valid if you do not accept it within four weeks from the date it was issued.

4. Security over the Project Assets

4.1. If we have requested security, the type of security required for the Project will be specified in Schedule 1 (Agreed Capital Project Plan). The applicable security will be accompanied by any documents specified in Clause 10.2 of the Terms and Conditions. We will require these documents to be completed to our satisfaction before the relevant payment is released, as set out in the Monitoring Schedule and Payment Conditions. Further guidance is set out in Schedule 2 (Security Guidance).

4.2. If Schedule 1 (Agreed Capital Project Plan) includes security, you must instruct solicitors at your own expense to handle these requirements on your behalf. After accepting this offer, you must send us your solicitor's contact details as soon as possible. As set out in Schedule 2 (Security Guidance), your solicitor must provide us with official copies of the current title register, including a plan and all requested information, to enable us to put in place the required security documentation. The applicable security document, certificate on title and legal opinion will be drafted by us in our standard form.

5. Receiving your initial and interim payments

5.1 We will pay the grant in quarterly instalments in arrears. Payment amounts will depend on the amount of expenditure you are able to evidence in the expenditure listing submitted with each payment request.

5.2 If you have a demonstrable need for the grant instalments to be paid upfront or at 'point of need' (i.e. towards as yet unpaid expenditure instead of in arrears), you will need to provide supporting information to justify your request (e.g. an organisational cash flow, recent financial statements and/or bank statements). If your request is agreed, the claim will need to be substantiated with a valid invoice, purchase order, quotation or contract. We reserve the right to ask for any further information as required in order to consider any request for 'point of need' payments.

5.3 The first payment will be scheduled on the date set out in the Monitoring Schedule and Payment Conditions, and paid upon receipt of evidence of expenditure and confirmation that the first payment conditions have been satisfied.

5.4 For us to release your first payment, you must:

- Accept our offer online. Once we have reviewed your acceptance, you will be able to view the 'Payment Request (Initial)' task in your 'Submissions' area.
- Send us your bank details using the 'Submit Bank Details' step in Grantium (see: Bank Details form on the 'Attachments' screen).
- Submit your 'Payment Request (Initial)', which includes an expenditure listing and space to attach any information required to meet the payment conditions we have set for your first payment (as outlined in the Monitoring Schedule and Payment Conditions).
- Provide any evidence of spend we have requested.

5.5 We will make further quarterly instalments of the grant in arrears, unless otherwise agreed (see: paragraph 5.2). These instalments will be net of any VAT recoverable from HM Revenue and Customs or gross of irrecoverable VAT.

6. Payment Conditions

6.1 Payments are conditional upon receiving and approving any additional monitoring information (or 'payment conditions') that we have requested. The payment conditions for the grant are outlined in the Monitoring Schedule and Payment Conditions. Please note that the listed dates refer to when we expect you to submit the information to meet the relevant conditions and do not indicate when we will send a payment. After you meet the conditions for each payment, it will typically take 15 to 20 working days for the funds to be processed and to arrive in your bank account.

6.2 We reserve the right to request further information regarding payments and will not release funds to cover expenditure that we deem unreasonable.

6.3 Without limitation at our discretion as outlined in paragraph 6.2 above, expenditure will be deemed unreasonable if:

- you have not followed the requirements for procuring goods, works, or services as stated in the Terms and Conditions
- you incurred the expenditure before the date of the Grant Agreement
- it has not been incurred to deliver the Project
- it is not considered Capital Expenditure
- it relates to an invoice, purchase order or quotation that has not been paid yet (except where an upfront payment arrangement has been agreed as set out at paragraph 5.2 above)
- your progress reports do not demonstrate that a) grant instalments released have been spent, or that b) further grant instalments are required to deliver the Project
- you have not submitted a progress report at the specified intervals
- you incurred the expenditure after the End Date.

6.4 If you are unable to demonstrate a need for a payment on the date set out in the relevant instalment of grant in the Monitoring Schedule, or you have notified us of any delay to the Project in accordance with Clause 3.7 of the Terms and Conditions, you accept that we reserve the right to amend or vary after consultation with you the Monitoring Schedule and Payment Conditions so that it reflects any revised spending plans.

7. Reporting to us on your activity

7.1 The Monitoring Schedule and Payment Conditions outline the minimum information you must provide for us to monitor your performance under this Grant Agreement. In addition to the payment conditions, you will provide quarterly reports to demonstrate the progress of the Project and to bring any matters to our attention as required by the terms of the Grant Agreement.

7.2 The schedule on the next screen includes conditions for completion of progress reports. This allows us to review your project's progress before releasing payment and confirm that the grant instalments released to date have been spent. Progress reports are completed online, as part of each Payment Request submission and are due on the dates stated in the Monitoring Schedule. The link to the Payment Request and Progress Report will appear in your 'Submissions' area four weeks before the due date shown in the Monitoring Schedule. The following documents must accompany the progress report:

- An up-to-date timetable which sets out the Project's major milestones. It should separately identify the design, procurement, construction, and commissioning activities.
- Updated cash flow forecast showing income and expenditure for the Project.
- Updated risk register covering all risks identified for the Project. It should include:
 - i. the risk and the likelihood of the risk occurring
 - ii. the impact on your project if it does happen
 - iii. how much each risk may cost
 - iv. how you can prevent the risk or mitigate it if it does happen
 - v. the person responsible for dealing with the risk
- Details of expenditure against the agreed budget, including any changes to the budget or forecast cost for the Project. This should separately identify the project contingency to ensure that appropriate contingency levels are retained as the project progresses and provide an overview of the adequacy of the remaining contingency when considered against the costed risk register.

7.3 If you do not need a payment on the date set out in the Monitoring Schedule, you must as a minimum submit a Progress Report with the documents set out in paragraph 7.2 above.

7.4 We will keep part of the grant until the Project is finished. The final payment will not be released until you have submitted a final activity report form and fulfilled any final payment conditions that we have outlined. The link to the Final Payment Request will appear in your Submissions area four weeks before the end date of your activity as stated in the Basic Details section of your full application. It must be completed and submitted to us (including information to meet the final payment conditions) within one month of the End Date for the Project.

8. Evaluation and data collection

8.1 Independent evaluators have been appointed to assess the impact of the fund. You will be expected to engage with the evaluators as required.

8.2 The annual data you will need to collect and submit during the project is set out in Schedule 3 (Data and Evaluation), attached to the 'Attachments' screen. This data will be collected in the progress report at agreed intervals as set out in the Monitoring Schedule.

8.3 An Evaluation Form will be issued for you to complete after your project finishes. The Evaluation Form will capture data to provide evidence of what your project has achieved and the impact of the business-critical works it has enabled you to complete. This information will be used to assess the fund's impact against the programme aims and outcomes (Schedule 1, Part 1). The Evaluation Form questions will be made available on our website.

9. Equality

9.1 As part of the Project, you will advance equality of opportunity, considering participants across all protected characteristics and, if necessary, adjust the Project to ensure you are not acting in a discriminatory manner.

10. Prevention of bribery, fraud, and corruption

10.1 We are committed to protecting public funds against all attempts to perpetrate fraud, bribery, and corruption. We will conduct checks on a sample of applications annually to ensure that our funding is used appropriately. We reserve the right to request all documentation related to your Project, so you must retain all relevant records, including financial information, for our access.

10.2 You must put in place appropriate systems, policies and procedures to monitor, detect and prevent the risk of fraud, bribery, and corruption in connection with the Project as specified in Clauses 3.20 to 3.23 of the Terms and Conditions.

11. Acknowledging our funding

11.1 You are required to download the Grant Award Logo and read the guidelines on acknowledging your funding before using the logo. Please visit <http://www.artscouncil.org.uk/grantawardlogo>.

11.2 You will use our Grant Award Logo, as appropriate, on all related information, marketing and publicity materials. This includes, where relevant, using the Grant Award Logo on large boards and hoardings during construction and permanently in a public area of your building upon completion of the Project. See the Terms and Conditions for more details. For more information, you can email grantawardlogo@artscouncil.org.uk.

12. Freedom of information

12.1 Any information we receive from you will be subject to the Freedom of Information Act 2000. By law, we may be required to disclose your information to a member of the public if they request it under the Freedom of Information Act. For further details, see the Freedom of Information section of our website.

12.2 Please let us know if you consider any of the information you provided to us commercially sensitive or confidential. We will take this into account when processing any requests for information; however, any decision to release information is at our absolute discretion, in accordance with the Freedom of Information legislation.

13. Additional Conditions

The grant is subject to the following Additional Conditions:

13.1 If we have paid you any part of the grant and it becomes apparent that it has not been treated as Capital Expenditure, we will recover any such sum from you as required by Clause 11 of the Terms and Conditions.

13.2 We will monitor the progress of the Project after the final payment is made. We may request that you submit reports to confirm that the Project Assets are being used in accordance with the Agreed-upon Purpose as outlined in the Grant Agreement.

14. Subsidy Control

14.1 The Arts Council has carried out an assessment of the compliance of the award of the grant to Kent County Council in line with the requirements of the Subsidy Control Act, based on the information provided by Kent County Council. This award satisfies the Subsidy Control Act on the basis of it not meeting the cumulative criteria of a subsidy. The Arts Council confirms it has not treated this award as a 'subsidy' as defined under Section 2 of the Subsidy Control Act 2022.

Should this position change, we may add additional conditions to the award as required.

Should you have any questions on this grant agreement, please contact enquiries@artscouncil.org.uk, quoting the grant reference.

Yours sincerely,

Beverley Dawson
Director, Capital Investment

For and on behalf of Arts Council England

I have read the offer letter: Yes

Monitoring Schedule and Payment Conditions

Payment amounts for initial and interim payments will show as £0. The actual payment amounts will depend on the level of expenditure you are able to evidence in the expenditure listing submitted with each payment request.

Submission name	Due date	Payment amount	Payment conditions
Payment Request & Progress Report #1 (Initial)	30/06/2026	£0	<ul style="list-style-type: none"> • Clarification of terms of lease between applicant (leaseholder) and operator • A completed bank details form submitted using the online system • An updated cash flow projection using the template provided • A completed expenditure listing • Evidence that 100% of the partnership funding required to complete the project has been confirmed in writing (e.g. funding agreements, offer letters) • A procurement method statement • Evidence of completion of security • A completed progress report submitted using the online system • Confirmation of ownership : Confirmation of freehold ownership of the Project Asset
Payment Request & Progress Report #2 (Interim)	30/09/2026	£0	<ul style="list-style-type: none"> • An updated cash flow projection using the template provided • A completed expenditure listing • Confirmation that all statutory approvals required for your project have been obtained • An updated timetable for the Agreed Project • An updated risk register for the Agreed Project • A completed progress report submitted using the online system
Payment Request & Progress Report #3 (Interim)	30/12/2026	£0	<ul style="list-style-type: none"> • An updated cash flow projection using the template provided • A completed expenditure listing • An updated risk register for the Agreed Project • An updated timetable for the Agreed Project • A completed progress report submitted using the online system
Payment Request & Progress Report #4 (Interim)	30/03/2027	£0	<ul style="list-style-type: none"> • An updated cash flow projection using the template provided • A completed expenditure listing • An updated risk register for the Agreed Project • An updated timetable for the Agreed Project • A completed progress report submitted using the online system
Payment Request & Progress Report #5 (Interim)	30/06/2027	£0	<ul style="list-style-type: none"> • An updated cash flow projection using the template provided • A completed expenditure listing • An updated risk register for the Agreed Project • An updated timetable for the Agreed Project • A completed progress report submitted using the online system

Payment Request & Progress Report #6 (Interim)	30/09/2027	£0	<ul style="list-style-type: none"> • An updated cash flow projection using the template provided • A completed expenditure listing • An updated risk register for the Agreed Project • An updated timetable for the Agreed Project • A completed progress report submitted using the online system
Payment Request & Progress Report #7 (Interim)	30/12/2027	£0	<ul style="list-style-type: none"> • An updated cash flow projection using the template provided • A completed expenditure listing • An updated risk register for the Agreed Project • An updated timetable for the Agreed Project • A completed progress report submitted using the online system
Payment Request & Progress Report #8 (Interim)	30/03/2028	£0	<ul style="list-style-type: none"> • An updated cash flow projection using the template provided • A completed expenditure listing • An updated risk register for the Agreed Project • An updated timetable for the Agreed Project • A completed progress report submitted using the online system
Payment Request & Final Report (Final)	30/06/2028	£86,500	<ul style="list-style-type: none"> • Statement of income and expenditure certified by a qualified independent accountant and confirmation that the grant has or will be capitalised on your balance sheet • Plan to address scheduled and unscheduled repairs, upkeep, and proactive maintenance to achieve the designed life expectancy of the buildings and equipment • A completed expenditure listing • A final activity report submitted using the online system • An asset register for your Agreed Project • Confirmation of registration of security at Land Registry and Companies House, where relevant • 10 year costed management and maintenance plan for the site as a condition of final payment.
Evaluation form	31/03/2030	£0	

Submission details

Payment Request & Progress Report #1 (Initial)

Due date: 30/06/2026

Submission type: Payment Request and Progress Report

Payment conditions

- Clarification of terms of lease between applicant (leaseholder) and operator
- A completed bank details form submitted using the online system
- An updated cash flow projection using the template provided
- A completed expenditure listing
- Evidence that 100% of the partnership funding required to complete the project has been confirmed in writing (e.g. funding agreements, offer letters)
- A procurement method statement
- Evidence of completion of security
- A completed progress report submitted using the online system
- Confirmation of ownership : Confirmation of freehold ownership of the Project Asset

Submission details

Payment Request & Progress Report #2 (Interim)

Due date: 30/09/2026

Submission type: Payment Request and Progress Report

Payment conditions

- An updated cash flow projection using the template provided
- A completed expenditure listing
- Confirmation that all statutory approvals required for your project have been obtained
- An updated timetable for the Agreed Project
- An updated risk register for the Agreed Project
- A completed progress report submitted using the online system

Submission details

Payment Request & Progress Report #3 (Interim)

Due date: 30/12/2026

Submission type: Payment Request and Progress Report

Payment conditions

- An updated cash flow projection using the template provided
- A completed expenditure listing
- An updated risk register for the Agreed Project
- An updated timetable for the Agreed Project
- A completed progress report submitted using the online system

Submission details

Payment Request & Progress Report #4 (Interim)

Due date: 30/03/2027

Submission type: Payment Request and Progress Report

Payment conditions

- An updated cash flow projection using the template provided
- A completed expenditure listing
- An updated risk register for the Agreed Project
- An updated timetable for the Agreed Project
- A completed progress report submitted using the online system

Submission details

Payment Request & Progress Report #5 (Interim)

Due date: 30/06/2027

Submission type: Payment Request and Progress Report

Payment conditions

- An updated cash flow projection using the template provided
- A completed expenditure listing
- An updated risk register for the Agreed Project
- An updated timetable for the Agreed Project
- A completed progress report submitted using the online system

Submission details

Payment Request & Progress Report #6 (Interim)

Due date: 30/09/2027

Submission type: Payment Request and Progress Report

Payment conditions

- An updated cash flow projection using the template provided
- A completed expenditure listing
- An updated risk register for the Agreed Project
- An updated timetable for the Agreed Project
- A completed progress report submitted using the online system

Submission details

Payment Request & Progress Report #7 (Interim)

Due date: 30/12/2027

Submission type: Payment Request and Progress Report

Payment conditions

- An updated cash flow projection using the template provided
- A completed expenditure listing
- An updated risk register for the Agreed Project
- An updated timetable for the Agreed Project
- A completed progress report submitted using the online system

Submission details

Payment Request & Progress Report #8 (Interim)

Due date: 30/03/2028

Submission type: Payment Request and Progress Report

Payment conditions

- An updated cash flow projection using the template provided
- A completed expenditure listing
- An updated risk register for the Agreed Project
- An updated timetable for the Agreed Project
- A completed progress report submitted using the online system

Submission details

Payment Request & Final Report (Final)

Due date: 30/06/2028

Submission type: Payment Request and Progress Report

Scheduled payment amount: £86,500

Payment conditions

- Statement of income and expenditure certified by a qualified independent accountant and confirmation that the grant has or will be capitalised on your balance sheet
- Plan to address scheduled and unscheduled repairs, upkeep, and proactive maintenance to achieve the designed life expectancy of the buildings and equipment
- A completed expenditure listing
- A final activity report submitted using the online system
- An asset register for your Agreed Project
- Confirmation of registration of security at Land Registry and Companies House, where relevant
- 10 year costed management and maintenance plan for the site as a condition of final payment.

Submission details

Evaluation form

Due date: 31/03/2030

Schedule 1: Agreed Capital Project Plan

1. Programme Aims:

The aims of the fund are to:

- increase the economic sustainability of cultural and creative organisations through improving existing cultural buildings and equipment
- decrease the risk and financial impact of abandoned or cancelled performances, exhibitions, or events caused by equipment or infrastructure failure
- grow audience engagement and access by underserved communities to high-quality creative work and cultural infrastructure

2. Programme Outcomes:

The outcomes we expect to see from this investment are:

- improved value for money through decreasing the amount of expenditure on maintenance and repair of cultural assets
- reduced loss of high-quality cultural work from creative and cultural organisations as a result of asset failure or degradation
- cultural organisations develop more sustainable financial and business models, adapting to the changing environment and needs of the communities with whom they work
- improved energy efficiency and environmental performance of cultural buildings and equipment

3. Capital Project:

A programme of essential remedial works to Turner Contemporary that have been identified as business-critical & which will ensure that the building is fit for purpose, compliant with statutory requirements, protect the long-term integrity of the building, & address operational & strategic priorities including accessibility, sustainability, & revenue generation. They will ensure TC can continue to deliver their world class programme.

KCC & TC are committed to working together to achieve outcomes that deliver coastal regeneration, growing the Kent economy & improving wellbeing of communities.

4. Grant Agreement Duration:

Fifteen (15) years after the date of the funding agreement for a grant of £500,001 up to and including £1,000,000 for building works.

5. Start Date: 01/04/2026

6. Expected completion date: 30/06/2028

7. Grant: £865,000

8. Partnership Funding: £50,000

9. Partnership Funding confirmed: 100%

10. Total Project Cost: £915,000

11. Project Asset(s):

- Turner Contemporary, The Rendezvous
MARGATE
CT9 1HG

12. Agreed Use:

The Asset is to be used for the following purposes:

The Project Asset (Turner Contemporary) is to be used as an art gallery displaying a changing programme of historical and contemporary art exhibitions, ancillary cafe and retail facilities, and a space to deliver educational activities.

13. Security

Deed(s) of Covenant between Kent County Council and Arts Council England, with a restriction on the title over the freehold of the Project Asset(s) for a period of 15 years. Solicitors undertaking to register at the Land Registry within 28 days.

Provision of satisfactory legal documents as required by Clause 10.2 of the Terms and Conditions, including a Certificate of Title, a Legal Opinion, and a Letter of Undertaking regarding registration at the Land Registry and Companies House (in Arts Council England's standard form), by your appointed solicitors.

If you are a statutory body, please provide evidence of local authority cabinet approval or equivalent for the acceptance of the grant, as per the Terms and Conditions provided.

Attachments

Document Type	Required ?	Document description	Date attached
1. Bank details	Yes	Bank details	02/06/2025
2. Terms and conditions	Yes	Terms and conditions	24/04/2026
3. Cashflow template	No	Cash flow template	30/04/2026
4. Additional schedule	Yes	Schedule 2 (Security Guidance)	19/03/2026
5. Additional schedule	Yes	Schedule 3 (Data and Evaluation)	19/03/2026

Attachment details

Document description: Bank details

Attachment details

Document description: Terms and conditions

Attachment details

Document description: Cash flow template

Attachment details

Document description: Schedule 2 (Security Guidance)

Attachment details

Document description: Schedule 3 (Data and Evaluation)

Acknowledgement

On-line offer acceptance form

Programme: Creative Foundations Fund
Applicant name: Kent County Council
Reference: TCFF-00825598-R1
Name of activity: Turner Contemporary

Ownership of land and buildings

By accepting this offer, you agree to the following:

You have read and understood the Arts Council's requirements relating to the ownership of land and buildings as set out in Guidance for Applicants.

For the avoidance of doubt, the Arts Council's requirements relating to the ownership of land and buildings are:

As a condition of the initial payment, you will need to demonstrate that you have appropriate security of tenure for the land and/or buildings where the Agreed Project will take place (the Project Assets), being either the freehold ownership or leasehold ownership of the Project Assets, and that they can be used for the Agreed Project. The number of years that need to be remaining on your lease will be calculated from the date of this Funding Agreement, as set out in the Standard Terms and Conditions for Capital Grants. The lease should be registered and assignable, without a break clause. It should contain no forfeiture on insolvency provision and the permitted user clause must be compliant with the capital project and proposed use.

Do you accept the grant offer in relation to the activity named above on the terms and conditions stated in the offer letter? Yes

If you are acting as a representative of an organisation, by accepting this grant offer you are confirming that:

- a) You (the person accepting this offer) are authorised to accept a grant from us on behalf of your organisation.
- b) You understand that if you make any seriously misleading statements (whether deliberate or accidental) at any stage during the application process and life of the grant, or knowingly withhold any information, this could make your grant agreement invalid and you could be liable to repay any funds to us.
- c) You understand that personal data will be collected and used in accordance with Arts Council England's Privacy Notice and will be subject to our obligations under the Data Protection Law and the Freedom of Information Act.
- d) You have satisfied yourself, whether by reference to independent legal advice or otherwise, as to compliance with relevant Subsidy Control rules.
- e) You are able to comply with the Terms and Conditions, which are attached to this offer and are available on our website.
- f) None of the Terms and Conditions have been breached and that payment of this grant does not, and will not be used to, breach any of the Terms and Conditions.

Name: Lucy Keeley

Submission summary

Page	Last Updated
Project information	No Input Required
Offer letter	01/05/2026
Schedule 1	No Input Required
Attachments	01/05/2026
Acknowledgement	01/05/2026



ARTS COUNCIL ENGLAND

Standard Terms and Conditions for Capital Grants

March 2025

Standard terms and conditions for grants

These standard terms and conditions for grants apply to all grant offers made through Arts Council Capital programmes (as set out in your offer letter) from 1 March 2025 onwards.

This document is important. It sets out the standard legal conditions of our grant offer to you. This is a legal document, and you should ensure that you fully understand your responsibilities before accepting a grant from us.

If you have any general questions about this document, please contact our Customer Services team on 0161 934 4317 or via our [website \(https://www.artscouncil.org.uk/contact/contact-customer-services\)](https://www.artscouncil.org.uk/contact/contact-customer-services).

However, if you need legal advice, please contact your solicitor.

If you do not have access to the internet or email and require additional documents, or if you require this document in an alternative format, you can ask us by phoning 0161 934 4317 or contacting us via our [website \(https://www.artscouncil.org.uk/contact/contact-customer-services\)](https://www.artscouncil.org.uk/contact/contact-customer-services).

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1. Definitions

- 1.1. The **'Agreed Capital Project Plan'** means the activity or activities (as amended occasionally with our approval), which is included in the Grant Agreement.
- 1.2. **'Agreed Use'** means how you will use the Project Assets purchased, renovated, created or improved using the grant and as set out in the offer letter of the Grant Agreement.
- 1.3. **'Branding Guidelines'** means our Branding Guidelines relating to your use of the Grant Award Logo and the Lottery Grant Award Logo as set out on <https://www.artscouncil.org.uk/grant-award-logos/logo-guidelines> and which may be updated from time to time.
- 1.4. The **'Grant Agreement (which may alternatively be referred to as the 'Funding Agreement')**, which you have accepted, includes and incorporates:
 - 1.4.1 the requirements set out in the Guidance for Applicants,
 - 1.4.2 the application and attachments, including the Project Proposal, where relevant
 - 1.4.3 the offer letter, which may include the Agreed Capital Project Plan and additional conditions,
 - 1.4.4 these standard terms and conditions,
 - 1.4.5 the payment conditions,
 - 1.4.6 together with any other conditions we have imposed and/or you have agreed to from time to time.
- 1.5. The **'Grant Agreement Duration'** means the period the Grant Agreement will remain in force, as set out in clause 12.1.
- 1.6. The **'Grant Award Logo'** means our grant award logo as set out on <https://www.artscouncil.org.uk/grant-award-logos>.
- 1.7. The **'Guidance for Applicants'** means the published guidance relevant to the funding programme and supporting information sheets, as updated by us from time to time.

- 1.8. The **‘Licence Period’** means the period specified in clause 12.2, or such other period as is specified in the Grant Agreement, or such shorter period if your use of the Grant Award Logo and/or Lottery Grant Award Logo is terminated earlier in accordance with these terms and conditions.
- 1.9. The **‘Lottery Grant Award Logo’** means the National Lottery Crossed Fingers logo alongside the Grant Award Logo, with messaging, as set out on <https://www.artscouncil.org.uk/grant-award-logos>
- 1.10. A **‘Named Partner’** means the partners working with you on the Project as set out in the Grant Agreement and/or any other additional partners that we have agreed in writing, who will be involved in your Project and entitled to use the Licensed Rights in accordance with the provisions of clause 4 of these Terms and Conditions.
- 1.11. **‘Partnership Funding’** means the funding from other sources needed in addition to our grant to complete the Project.
- 1.12. The **‘Project Assets’** means any property (whether real, moveable or intellectual) that is purchased, renovated, created, improved or equipped using the grant in the course of the Project.
- 1.13. The **‘Project’** means the project or activity that has been agreed with us for which we are giving you a grant, as set out in your application or proposal, together with any supporting documents such as budget information, a timetable and any other documents that set out how your Project will be managed (‘the Project Proposal’).
- 1.14. The **‘Start Date’** means the date you will commit to start the activities to deliver the Project as set out in your Grant Agreement.
- 1.15. The **‘End Date’** means the date i) a certificate of practical completion (or its equivalent) is issued for any building work or ii) the Project Assets are ready to be used as the Agreed Use described in the Grant Agreement.

- 1.16. The **‘Total Project Cost’** means the total projected or actual cost of the Project.
- 1.17. The **“Subsidy Control Regime”** means the Subsidy Control Act 2022 and the Subsidy Control (Subsidies and Schemes of Interest or Particular Interest) Regulations 2022, together with the Department for Business, and Trade and the Competition and Markets Authority’s published guidance on the Subsidy Control Regime or as such other laws and/or guidance that may apply or as amended or replaced from time to time, that regulates the award of financial assistance that meets the definition of ‘subsidy’ at section 2 of the Subsidy Control Act 2022.
- 1.18. **‘We’, ‘us’ and ‘our’** means Arts Council England, including our employees and those acting for us.
- 1.19. **‘You’ and ‘your’** means the person (individual) or organisation that we have given a grant to and is bound by these terms and conditions.
- 1.20. A reference to ‘the date of the Grant Agreement’ shall mean the date on which you accepted the offer of grant on our Grantium system. This may be different to the date on your offer letter.
- 1.21. A reference to something being done ‘in writing’ shall include written communication, electronic communication, and a change being made to your grant via our Grantium system.

2. The grant

- 2.1. The amount of the grant is set out in the offer letter. We are not able to increase the amount of the grant. The amount of the grant may be different to the amount that you applied for.
- 2.2. You must accept our offer within four weeks of receiving it online. If you do not accept your grant online within four weeks, our offer will lapse.
- 2.3. The offer letter must be accepted by someone who is authorised to sign on behalf of your organisation. Your acceptance online will be deemed as signing the offer letter, making the terms binding.

- 2.4. Subject to satisfactory receipt of the information and actions required from time to time, we will pay the grant in instalments as set out in the Grant Agreement.
- 2.5. You must use the grant exclusively for the Project.
- 2.6. You must tell us promptly about any changes to information you have given us, including any changes to your bank or building society details and you must make sure that the information you hold is always true and up to date.
- 2.7. You must hold any unused part of the grant on trust for us at all times.
- 2.8. You must tell us if you receive any other funding for the Project from us or any other source at any time during the Grant Agreement Duration. If this means that you no longer need the grant from us and/or that any part of the grant is a duplicate payment for something you will or have received other specific funding for, we may ask you to repay all or part of the grant in accordance with clause 11.
- 2.9. If you spend less than the whole grant on the Project, you must return the unspent amount to us promptly. If the grant part-funds the Project, you must return the appropriate share of the unspent amount to us.
- 2.10. As the grant comes from public funds, you must account to us for any profit you make from the Project and we reserve the right to require you to pay back all or part of the grant.
- 2.11. If you enter into an agreement with any third party with a view to commercial exploitation of the Project or anything related to it, you must contact us to obtain our consent. Our consent may be subject to conditions, including conditions requiring the repayment of all or part of the grant.

3. The Project

- 3.1. The Project will form the basis for the reporting, monitoring and assessment of performance under this Grant Agreement.

- 3.2. You must take appropriate steps to monitor the delivery and success of the Project to ensure that its aims and objectives are achieved.
- 3.3. You consent to us sharing information about the Project with an independent project monitor, if one is appointed, at our cost and discretion. We will notify you if we are going to do this.
- 3.4. You must get our written permission before making any changes to the Project or to its aims, structure, delivery, outcomes, duration or ownership.
- 3.5. If we agree that you can make changes to the Project, we may ask you to agree to additional conditions. Any agreed changes and/or additional conditions will be made in writing between us and you. You should not start any new or changed activity until that has been agreed by both us and you.
- 3.6. You must start the Project within one month of receiving the first grant payment from us.
- 3.7. You must tell us immediately in writing about anything that might significantly delay or threaten your plans to complete the Project or if your ability to complete it changes.
- 3.8. You must obtain Partnership Funding to meet any part of the Total Project Cost we do not fund [and you will provide written evidence of this Partnership Funding immediately upon receipt].
- 3.9. You must tell us immediately in writing as soon as the Total Project Cost is expected or anticipated to increase, explaining the reason for any overrun and how it is intended that any overrun will be funded. You must also provide an updated budget or any other information we request.
- 3.10. You must ensure that all records, including financial records, relating to the Project are accurate and up to date. You must keep these records for at least seven years after the end of the Grant Agreement Duration.
- 3.11. You must maintain adequate insurance at all times, and we may ask you to send us copies of these policies. This includes employee and public

liability insurance and insurance that covers the full replacement value of any Project Assets.

- 3.12. You must give us, or any person nominated by us, access to all records relating to the Project or other projects funded by us upon demand, including (but not limited to) accounts and any other financial records, VAT and any other tax records. We can ask for access to these records for up to seven years after the Grant Agreement Duration has ended.
- 3.13. Where required, you must allow us (or anyone we authorise) to have access to:
 - 3.13.1. inspect the Project Asset(s) and any work to them;
 - 3.13.2. monitor the progress of the Project at any time for the Grant Agreement Duration; and,
 - 3.13.3. monitor the Agreed Use.
- 3.14. You must take all reasonable steps to minimise the Project's environmental impact.
- 3.15. You must send us any information and records that we reasonably require to verify your identity, monitor your Project and how the grant is being used.
- 3.16. If it is requested as part of your monitoring schedule and payment conditions, you must provide us with a report on the Project within one month of the End Date, using our standard activity report form, which is held in your online account on Grantium.
- 3.17. Where requested you must provide us with clear and accurate accounts that cover the period of the Project. These accounts must follow any relevant legal requirements for accounts, audit or examination of accounts, annual reports or annual returns and must clearly show income and expenditure. We may ask for proof of expenditure.
- 3.18. If the grant is for more than £50,000, a qualified and independent accountant must certify a statement of income and expenditure and confirm that the grant will be capitalised on your balance sheet in your accounting records.

- 3.19. You will show our grant and related expenditure as restricted funds under the “Arts Council Capital Grant” description in your annual accounts. You will separately identify unspent funds and assets in the accounting records for the grant. If you have more than one restricted fund, it will include a note to the accounts identifying each restricted fund separately. If you have more than one grant from us, it will record each grant separately in the notes to the accounts.
- 3.20. You must have a sound administration and audit process, including internal financial controls, to safeguard against fraud, theft, money laundering, economic crime, counter-terrorist financing or any other impropriety or mismanagement in connection with the Project.
- 3.21. You must notify us in writing of all cases of fraud or theft (whether proven or suspected) relating to the Project as soon as they are identified. You must explain what steps are being taken to investigate the irregularity, and you shall keep us informed about the progress of any such investigation. You must provide all the information we require to confirm that you have addressed any actual or suspected fraud, theft or other financial irregularity to our satisfaction.
- 3.22. In carrying out your Project, you must operate in a way which complies with all relevant laws and government requirements. This includes, but is not limited to, legislation or regulations governing how you operate, the work you carry out, the staff you employ, or the goods and services you buy. For example, you are responsible for obtaining any licences, permissions and insurance required by law or ensuring best practice.
- 3.23. You must have appropriate policies and procedures in place and act in accordance with them at all times to help you comply with any relevant law, government requirements and best practice. This may include, but is not limited to:
- (i) at all times complying with Data Protection Legislation. Data Protection Legislation shall mean without limitation:
 - a) the United Kingdom General Data Protection Regulation (as this is defined in section 3(10) and supplemented by section 205(4) of the Data Protection Act 2018);
 - b) the Data Protection Act 2018;

- c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426);
 - d) all other applicable UK laws in force from time to time relating to privacy and data protection;
 - e) the General Data Protection Regulation ((EU) 2016/679) (as applicable); and
 - f) any guidance and codes of practice issued by the Information Commissioner's Office or any other applicable relevant regulatory authority.
- (ii) You must act in a manner to ensure the safety and wellbeing of all participants in the delivery of the project.
 - (iii) Equal opportunities, including discrimination on the basis of race, age, gender, disability, religion and/or sexuality.
 - (iv) Employment law.
 - (v) Harassment and bullying.
 - (vi) Procedures to monitor, detect and prevent the risk of fraud, economic and financial crime prevention including processes in place to report any suspicions or related issues.
- 3.24. You must take all reasonable steps to ensure the safety of the children, young people and adults at risk of abuse that you will work with. You will follow expectations and best practice published in our [Safeguarding Policy for Grant Holders](#), as may be amended from time to time, by having appropriate policies and procedures in place to ensure the protection of children, young people and adults at risk and in complying with those policies and procedures.
- 3.25. You must comply with this clause 3.24 even if you are not required to do so under any child protection or care standards legislation, and whether the work is formal, informal, voluntary or salaried.

We cannot advise you of your legal responsibilities in dealing with vulnerable people, and these conditions are not legal advice. If you have any queries about your obligations, we strongly advise that you seek

independent legal advice and also contact the National Society for Prevention of Cruelty to Children <https://learning.nspcc.org.uk/>

- 3.26. You must have adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.
- 3.27. When procuring goods, work or services that are funded in whole or in part by the Grant Agreement, you must ensure you are:
 - 3.27.1. getting the best value for money when buying goods, works, or services and ensuring that any procurement process is conducted transparently and proportionately and suppliers are treated equally and without discrimination.
 - 3.27.2. having appropriate policies and procedures for obtaining quotes or competitive tendering in place for purchasing any goods, works or services costing more than £12,000 (including VAT) over the whole life of the contract, including any extensions (irrespective of how likely it is that they will be exercised).
 - 3.27.3. complying with your obligations under the Public Contracts Regulations (“PCR”) or the Procurement Act 2023 (as applicable), if you are a contracting authority subject to the PCR; and
 - 3.27.4. for contracts within the scope of Regulation 13 of the PCR, procure in a manner compliant with the PCR; and advertised in such a way as to ensure that all interested suppliers in the market are aware of the opportunity to tender for the contract as if you are a contracting authority for the purposes of the PCR. You understand that you shall not sub-divide a requirement intending to exclude the application of clause 3.27.4 or comply with your obligations under the PCR.
- 3.28. We may request information to satisfy us that you have complied with your obligations under clauses 3.27.1 to 3.27.4, and you must provide all the information we require.
- 3.29. You acknowledge that we may incur financial liability if you break your obligations under clauses 3.27.1 to 3.27.4 and that you shall be liable to us for any losses, costs (including legal costs), damages and any other financial liability that it incurs as a direct result of such a breach.

4. Information, marketing and publicity

- 4.1. You must acknowledge our support by featuring the Grant Award Logo on all information, marketing and publicity materials relating to the Project, including printed and online material (including any advertisements, accounts and public annual reports, or in written or spoken public presentations about the Project) ("**Promotional Material**"). In addition, if your grant is from National Lottery sources, you must also feature the Lottery Grant Award Logo in all Promotional Material.
- 4.2. In addition, you must also acknowledge our support and the support of the National Lottery (if your grant is from National Lottery sources) in any spoken public presentations relating to the Project.
- 4.3. For the sole purposes of complying with your obligations under clause 4.1 above (the "**Permitted Purpose**"), we hereby grant you a non-exclusive, royalty-free, non-transferable, non-sub-licensable (except as permitted under this clause 4.3) licence to copy, publish and otherwise use the Grant Award Logo and (if your grant is from National Lottery sources, the Lottery Grant Award Logo) ("**Licensed Rights**") for the Permitted Purpose for the Licence Period. Where you are working directly with a Named Partner for the Project, you shall be entitled to sub-license the Licensed Rights to such organisation provided that the sub-licence is granted in line with the terms of the Grant Agreement and you and such organisation enter into a sub-licence agreement which ensures compliance with the terms of the Grant Agreement. You shall provide us with the name and/or copies of any sub-licences granted to any third party by you when these are entered into and as/when reasonably requested by us from time to time.
- 4.4. You must comply with the Branding Guidelines relating to the use and mode of display of the Licensed Rights.
- 4.5. You can download the Grant Award Logo and the Lottery Grant Award Logo (if required) and access full details of how to acknowledge our support at www.artscouncil.org.uk/grantawardlogo.
- 4.6. You acknowledge that the National Lottery Crossed Fingers logo and the words 'The National Lottery' are owned by the Gambling Commission (the "**Commission**"). The Commission is responsible for licensing and regulating the National Lottery. It aims to ensure the integrity of the

National Lottery, to protect players and to maximise the funds that can be paid out in grants. The Commission has granted Allwyn Entertainment Ltd ("**Allwyn**") a licence to operate the National Lottery until 31 January 2034. Under the terms of the licence, it is a single-purpose company, dedicated to the operation of the National Lottery and is regulated by the Commission. You further acknowledge that we own the Grant Award Logo. You will not at any time do or permit to be done any act which will or may weaken, damage or be detrimental to the Grant Award Logo or the National Lottery Crossed Fingers logo or the reputation or goodwill associated with them, us or the Commission, or that may invalidate or jeopardise any registration of the Grant Award Logo or the National Lottery Crossed Fingers logo.

4.7. Please note that with regard to the Lottery Grant Award Logo:

- 4.7.1. you will only be entitled to use the Lottery Grant Award Logo if your grant is from National Lottery sources;
- 4.7.2. you may not transfer your right to use the Lottery Grant Award Logo to another project or organisation; and
- 4.7.3. we will share information about your Project with the Commission and Allwyn to enable them to monitor your compliance with their own National Lottery grant award guidelines (which form part of the Branding Guidelines) and to take appropriate action should you breach their terms.

4.8. You will promptly notify us in writing of any of the following matters which come to your attention during the Licence Period (giving full particulars):

- 4.8.1. infringement or suspected or threatened infringement of the Licensed Rights or any part thereof, whether by imitation or otherwise;
- 4.8.2. any allegation or complaint made by any third party that the Licensed Rights, or any part thereof, is invalid or that their use infringes any third party rights or may cause deception or confusion to the public; and
- 4.8.3. any other form of attack on or claim to the Licensed Rights or any part thereof.

4.9. We acknowledge that you will own all rights in any materials produced for or relating to the Project and in the Project Proposal, including any intellectual property rights but excluding any rights in the Licensed Rights.

You hereby grant us a non-exclusive, worldwide, royalty-free, perpetual licence to reproduce any materials relating to the Project and the Project Proposal as we reasonably require for marketing and publicity purposes. We may also share information with Allwyn, the Commission, other funders, government departments, regulatory agencies, partners and others with a legitimate interest in public funding.

- 4.10. We have the right to terminate your licence to use the Lottery Grant Award Logo immediately on written notice if:
 - 4.10.1. our own permission from the Commission and/or Allwyn to use the National Lottery grant award logo is terminated;
 - 4.10.2. you do not comply with your obligations contained in this clause 4, including the Branding Guidelines; or
 - 4.10.3. your grant from the National Lottery funds is withdrawn, suspended or terminated.
 - 4.10.4. We have the right to terminate your licence to use the Grant Award Logo immediately on written notice if you do not comply with your obligations contained in this clause 4, including the Branding Guidelines.
 - 4.10.5. On expiry or termination of your rights under clause 4.3 in relation to the Grant Award Logo or the Lottery Grant Award Logo (as relevant) for any reason, you will without delay discontinue all use of the Grant Award Logo and Lottery Grant Award Logo (as relevant) and deliver up to us all material containing the Grant Award Logo and Lottery Grant Award Logo in your possession, power, custody or control.

5. Additional Conditions for organisations

- 5.1. You will ensure that you are at all times correctly constituted and that you can deliver the Project under the terms of your constitution.
- 5.2. You must get our written agreement before:
 - 5.2.1. changing your governing document, (unless you are a statutory organisation) concerning your aims, payments to members and members of your governing body, the sharing out of your assets (whether your organisation is dissolved or not), or the admission of any new members; or

- 5.2.2. transferring your assets to, or merging or amalgamating with, any other body, including a company set up by you.
- 5.3. You must write to us as soon as possible if any legal claims or regulatory investigations are made or threatened against you which may or may not adversely affect the Project during the duration of the Grant Agreement (including any claims made against members of your governing body or staff concerning the organisation).
- 5.4. If you are an unincorporated group, the person accepting the grant must have the authority of the group to enter into the Grant Agreement on behalf of all the members of the group. All members of the group will be jointly and severally liable under the Grant Agreement.
- 5.5. You must tell us in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.
- 5.6. You acknowledge that the grant comes from public funds and acknowledge that the support provided must be compliant with the Subsidy Control Regime. Where applicable, you agree that we will publish information relating to the grant and that you will keep reasonably detailed records to demonstrate compliance with the Subsidy Control Regime and shall provide a copy of such records to us upon reasonable request. In the event that it is deemed by a competent court or other regulatory authority to be non-compliant with the Subsidy Control Regime, you will repay the entire grant (and any other sums due) immediately.

6. Building Work

- 6.1. If all or any part of the Project is to be used for building work, you must ensure that:
 - 6.1.1. you employ a lead professional(s) with appropriate building experience to manage the design and tender process, the post-contract works and to certify that the building works have been properly carried out;
 - 6.1.2. you appoint design, cost, management and other specialist consultants with appropriate experience for the project's value and complexity;

- 6.1.3. you have received any planning permission, listed building consent and building regulations consent (or other applicable consents or regulations) required for the building work;
- 6.1.4. if structural work is necessary, you employ a structural engineer;
- 6.2. You will use building professionals who are fully qualified members of an approved professional body and have all necessary professional indemnity insurance with indemnity limits appropriate to the Project. This includes appointing a conservation-accredited professional if you are undertaking work to a grade I or II* listed building;
- 6.3. If building works come under the Construction (Design and Management) Regulations 2015 (as amended from time to time), you will confirm that you have appointed a principal designer and complied with the regulations;
- 6.4. You put in place all necessary contracts with contractors and consultants on industry standard terms and conditions;
- 6.5. Before appointing contractors or consultants, you will check their capability and financial ability to fulfil the proposed contract requirements. Based on these checks, you agree to take all reasonable steps to minimise any identified risks. This includes specifying a performance bond or parent company guarantee in tender documents if necessary.
- 6.6. Pursuant to clause 6.5, you agree to inform us immediately of all risks with respect to any third-party insolvency. In the event of insolvency, you undertake to appoint an alternative contractor or building professionals at your own cost. We reserve the right to enforce any additional requirements in respect of clauses 6.5 and 6.6.
- 6.7. You must arrange any additional insurance cover required as a consequence of building work.
- 6.8. We may insist on third-party rights being given to us (and in a form approved by us) under any contract you have with a contractor and or building professionals.
- 6.9. Building contracts must contain a clause which allows you to retain part of the contractors' fees on practical completion of the works and,

- 6.10. You must retain all construction documents for seven years after the final grant payment. This is to include but not limited to:
- 6.10.1. contract drawings and specifications;
 - 6.10.2. as-built drawings;
 - 6.10.3. health and safety files;
 - 6.10.4. building contract with the main contractor and key sub or specialist contractors;
 - 6.10.5. other building contracts as appropriate
 - 6.10.6. planning and/or listed building consent, including the confirmations of the discharge of the conditions of consent;
 - 6.10.7. discharge of reserved building control completion certificate;
 - 6.10.8. fire officer approval;
 - 6.10.9. contracts of engagement for professional teams; and,
 - 6.10.10. any other documents we may request.

7. General Conditions

- 7.1. If you breach any term and/or condition of the Grant Agreement and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We will give up our right to enforce the whole or any part of the Grant Agreement only if we tell you in writing.
- 7.2. If you have other Grant Agreements with us, you must also follow the terms and conditions of those grant agreements. If there is any conflict between those terms and conditions and the terms and conditions of this Grant Agreement, then these terms and conditions will take precedence so far as they relate directly to the delivery of this Project.
- 7.3. If you breach any term and/or condition of the Grant Agreement, we may consider this a breach of any other grant agreements you have entered into with us. We may take the same actions under those grant agreements as we do under this Grant Agreement, including making you pay back the grant(s) and stopping any future payments.
- 7.4. You must tell us in writing as soon as possible if you have had any other grant agreement, either with us or any other funder, withdrawn or terminated due to misrepresentation and/or fraud on your behalf. If you do

not disclose this information to us immediately, we reserve the right to terminate the Grant Agreement.

- 7.5. Our staff, council members and advisers cannot give you professional advice and will not take part in carrying out your business. We cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. Even though we may give you funding and talk to you about your activities, you are still fully responsible for every part of the Project, your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.
- 7.6. You are responsible for your own management, business and artistic advice. This includes considering whether you need to get your own advice in relation to: finances, accounting, tax, solvency, insurance, human resources, legal advice (including your compliance with legislation or other types of professional advice. You must not assume that your business is financially stable or solvent (this means your business is able to meet its financial responsibilities), even if we continue to support you.
- 7.7. You must obtain all approvals, consents and licences required by law to complete the Project. You must comply with any relevant laws or government requirements which are applicable and/or in force at any time during the Grant Agreement Duration, and comply with best practice in governance, reporting and operation. This will be done at your own cost and includes (but is not limited to):
 - 7.7.1. ensuring that you/your organisation do or does not work with organisations proscribed under the Terrorism Act 2000 - <https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2>
 - 7.7.2. ensuring that you comply with all anti-bribery and anti-corruption legislation;
 - 7.7.3. If applicable, you will comply with the Modern Slavery Act 2015 and any other slavery, servitude and forced or compulsory labour and human trafficking legislation;
 - 7.7.4. Any legislation of regulations in relation to 'sanctioned' countries, organisations, and/or individuals which may be in force at any time during the Grant Agreement Duration ("Sanctions Legislation"). Information on the UK Sanctions Regime can be found at:

<https://www.gov.uk/guidance/uk-sanctions#:~:text=The%20Sanctions%20Act%20provides%20the,to%20conduct%20by%20UK%20persons.>

- 7.8. Your grant comes from public money, so if you are planning to buy goods or services with your grant, you should always buy them in a way that will give value for money and avoid any conflicts of interest. This includes following any obligations on you under the Public Contracts Regulations 2015, as set out in clause 3.27.
- 7.9. Our funding is contingent on receiving funds from different sources. We do not expect this funding to be reduced or stopped but, if it is, we may reduce or stop your grant before we have paid you the full amount with no further liability to you.
- 7.10. We are not obliged to provide, and nor should you assume that we will, any further funding for the Project after this Grant Agreement comes to an end.
- 7.11. The Freedom of Information Act 2000 (“FOIA”) applies to us. This means any information that the Arts Council receives from you will be subject to the Freedom of Information Act 2000. By law, we may have to provide the information to a member of the public if they ask for it under FOIA. For further details, see the our information sheet titled “How we treat your application under the Freedom of Information Act”, available on our website: <http://www.artscouncil.org.uk/>. If you have any concerns, you should let us know, as some information may be covered by exemptions under FOIA (for example if the information is sensitive or confidential) however any decision to release information under FOIA is at our absolute discretion.

Visit our publication scheme at www.artscouncil.org.uk/freedom-information for more information on how we apply the FOIA and our data protection policy.

We encourage you to visit www.ico.gov.uk or information on the FOIA.

8. VAT

- 8.1. You acknowledge that the grant is not considered for any taxable supply for VAT purposes. You acknowledge that our obligation does not extend to paying you any amounts in respect of VAT in addition to the grant.
- 8.2. If you are registered for VAT or subsequently become liable to register for VAT, you must keep proper and up-to-date records, and you must make those records available to us and give us copies when requested.
- 8.3. If we have agreed to fund any or all of the VAT costs associated with your Project and you subsequently recover any VAT, you must pay us back immediately any of the VAT that has been paid for with the grant.

9. Conditions relating to assets or goods purchased with the grant

- 9.1. You will maintain the Project Assets in good repair and condition and ensure they are adequately insured. You must maintain and manage the Project Assets in accordance with a maintenance and management plan. If we ask you to provide us with a copy of this plan during the Grant Agreement Duration, you must provide it to us.
- 9.2. You must keep a register of all Project Assets. The register must include a description of the asset, full details of any acquisition or improvement, and full details of the asset's ownership and disposal.
- 9.3. You must only use the Project Assets for the Agreed Use set out in the Agreed Capital Project Plan.
- 9.4. During the Grant Agreement Duration, you must not sell any Project Assets or goods that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with our grants without our prior written consent. If consent is given and you sell or dispose of the Project Assets or enter into a rent review arrangement, you may have to repay us all or part of the grant received from us. The amount you must repay will be directly proportional to the share of the project costs that came from us. If, with our consent, you sell the Project Assets wholly or partly bought with the grant, it will be at full market value, and we may impose conditions upon the transfer or disposition. Any dealings that you choose to make with the Project Asset funded by us will be at your own cost.

- 9.5. If the grant has contributed (or will contribute) to the costs of buying, restoring, conserving, or improving land, buildings or any other asset, you must not apply for a mortgage over that asset or use it as security without our prior written approval. Any dealings you choose to make with the asset funded by us will be at your own cost.
- 9.6. If the Project Asset is a leasehold interest, you must ensure that the funding does not enable your landlord to charge a higher rent as a result of the grant during the Grant Agreement Duration.

10.Land and Legal Requirements

- 10.1. If your Project involves building works to property, and/or the purchase of leasehold and/ or freehold property:
- 10.1.1. we may take security on the freehold and/ or leasehold interest for your responsibilities under the terms of the Grant Agreement. Any legal advice required for you to put in place this security to our satisfaction will be at your own cost;
 - 10.1.2. we reserve the right to request any type of security or additional security (now or in the future) or consolidated security if it is considered necessary and desirable given the circumstances of the Project. We will also consider past capital projects funded by us in deciding as to our requirements. If we have asked for security over the Project Assets, we will require the requested documents to be completed to our satisfaction before the relevant payment is released.
- 10.2. The type of security required for the Project will be set out in the offer letter. This may include a Deed of Covenant, Legal Charge (fixed), or Legal Charge (fixed and floating), in our standard form, or if the property is unregistered, a Deed of Dedication, and registration of a caution against first registration and the appropriate land charge and confirmation that upon first registration, our standard restriction wording will be registered against the title thereafter. The applicable security document will be accompanied by any of the following documents as specified in the Grant Agreement:

- 10.2.1. a solicitor's undertaking in our standard form to register the security document upon completion at the Land Registry and at Companies House within 28 / 21 days respectively; and/or;
 - 10.2.2. a certificate of title in our standard form. This is to be provided by a solicitor, or in-house legal team if applicable, which holds professional indemnity insurance sufficient to cover at least the value of the grant. This certificate will confirm that you are the freehold owner of the title of the Project Asset or a lessee under a lease which meets our requirements under clause 10.5, and discloses any adverse interests affecting the Project Asset; and/or
 - 10.2.3. a legal opinion in our standard form from your solicitors (which hold professional indemnity insurance sufficient to cover at least the value of the Grant) confirming that you have the legal powers necessary to enter into all of the documents related to the Grant and relevant security, if you are not a statutory body (this includes local authorities and universities); and/or
 - 10.2.4. if you are a statutory body or university, evidence of local authority cabinet approval or equivalent for the acceptance of the Grant on the terms and conditions provided and delivery of the Project.
- 10.3. You may be required to give us copies of all relevant documents affecting the title to the property (for example, all mortgages, conveyances, leases and so on that affect the legal rights to the property).
- 10.4. If any part of the grant is to buy land (whether freehold land or leasehold land), you are to send us when asked the following documents:
- 10.4.1. a surveyor's report on the condition of the property, its value for the purpose of the Project and continued use for creative and/ or cultural purposes;
 - 10.4.2. confirmation by your solicitors that all necessary consents for the use of the property for the purposes of the grant have been obtained;
 - 10.4.3. for the purchase of leasehold land, a copy of the future lease and/ or agreement for lease;
 - 10.4.4. an undertaking to satisfy all other requirements as set out in clause 10.2.1 upon completion of the purchase of the freehold or leasehold interest; and any other documents or requirements that we may request in order to meet the legal requirements.

- 10.5. If any part of the grant is to buy or fund the development of leasehold land, then you must send us a copy of the lease and ensure that the lease meets our standard lease requirements set out below:
- 10.5.1. For grants used for refurbishment works or purchase of land and buildings up to and including £500,000: a registered and assignable lease of at least ten (10) years, without a break clause, no forfeiture on insolvency provision and a permitted user provision that is compliant with the Agreed Use.
 - 10.5.2. For grants used for refurbishment works or purchase of land and buildings of over £500,000 and up to and including £1 million: a registered and assignable lease of at least fifteen (15) years, without a break clause, no forfeiture on insolvency provision and a permitted user provision that is compliant with the Agreed Use.
 - 10.5.3. For grants used for refurbishment works or purchase of land and buildings of over £1,000,000 and up to £5 million: a registered and assignable lease of at least twenty (20) years, without a break clause, no forfeiture on insolvency clause and a permitted user clause that is compliant with the Agreed Project.
 - 10.5.4. For grants used for refurbishment works or purchase of land and buildings of over £5 million: a registered and assignable lease of at least thirty (30) years, without a break clause, no forfeiture on insolvency clause and a permitted user clause that is compliant with the Agreed Project.

11. Breach of these terms and conditions, and suspending or repaying the grant

- 11.1. If you fail to meet any of these terms and conditions or breach the Grant Agreement in any way, we may, in our absolute discretion (in addition to the other rights outlined in this Grant Agreement):
- 11.1.1. require you to pay back all or part of the grant (regardless of how much you may have already spent); and/or
 - 11.1.2. stop any future payments; and/ or
 - 11.1.3. terminate the Grant Agreement immediately;
 - 11.1.4. take any of these actions in connection with any other grant agreement that you may have with us; and/or
 - 11.1.5. require you to adhere to additional conditions

11.2. In addition to the above, we may also impose additional conditions on the grant if:

- 11.2.1. you are in breach of the Grant Agreement;
- 11.2.2. we withdraw or suspend any part of the funding for the Project;
- 11.2.3. we judge that members of your governing body, volunteers or staff or any person or organisation closely involved in carrying out the Project act in a way that may have a detrimental effect on the Project or on our reputation as a distributor of public money. For the avoidance of doubt, this would apply to the manner and speed of the delivery of the Agreed Project, or to any illegal or negligent actions by you, and not to any artistic decision made by you;
- 11.2.4. we have reasonable grounds to believe that it is necessary to protect public money; and/or
- 11.2.5. we believe such conditions are necessary or desirable to make sure that the Project is delivered as agreed.

11.3. We may suspend payment of the grant if we wish to investigate any matters concerning the grant (or any other grants given by us to you). You understand and accept that we will accept no liability for any consequences, whether direct or indirect, that may arise from a suspension even if the investigation finds no cause for concern.

11.4. We may recover the grant in our absolute discretion, if any of the following events occurs:

- 11.4.1. you close down your business (unless it joins with, or is replaced by, another business that can carry out the Project and we have provided our prior written permission);
- 11.4.2. you make any changes to the Project without first getting our written permission;
- 11.4.3. you use the grant for anything other than the Project;
- 11.4.4. you do not follow our reasonable instructions;
- 11.4.5. you do not complete the Project on time;
- 11.4.6. you do not carry out the Project with reasonable care, thoroughness, competence and to a standard that would be expected for your level of experience in your artistic practice, profession or line of work;

- 11.4.7. you receive funding for the Project, or any specific element of the Project from us under a separate grant agreement, or another source that duplicates, or is an attempt to duplicate, the funding we have awarded;
 - 11.4.8. you have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;
 - 11.4.9. you are declared bankrupt or become insolvent, any order is made, or resolution is passed, for you to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or you enter into or propose any arrangement with the people you owe money to;
 - 11.4.10. you act illegally or negligently at any time;
 - 11.4.11. you act in such a way that we believe you have significantly affected the delivery of the Project, or are likely to harm our or your reputation, or it is, in our discretion, necessary to protect public money;
 - 11.4.12. without first getting our approval in writing, you sell or in some other way transfer the grant, your business or the Project to someone else;
 - 11.4.13. we deem it unlikely that the grant will fulfil the purpose for which we made it; and/or
 - 11.4.14. you work with any prohibited organisation proscribed under the Terrorism Act 2000 as set out in clause 7.7.1.
- 11.5. We may ask you to cover our reasonable costs in relation to our liabilities, damages, losses, including reputational loss, expenses and costs (including all interest, penalties, legal costs calculated on a full indemnity basis) and any reasonable professional costs and expenses suffered or incurred by us in connection with your acts and/or omissions in relation to the Project and/or the requirements of the Grant Agreement.

12. Termination of the Grant Agreement

- 12.1. The Grant Agreement shall remain in force for whichever of these is the longest time:

- 12.1.1. five (5) years after the date of the Grant Agreement for a grant up to and including £500,000 for the purchase of goods and services; or,
 - 12.1.2. ten (10) years from the date of the Grant Agreement for a grant up to and including £500,000 for building work and/ or purchase of land and buildings; or,
 - 12.1.3. fifteen (15) years from the date of the Grant Agreement for a grant of more than £500,000 and up to and including £1,000,000 for building work and/ or purchase of land and buildings; or,
 - 12.1.4. twenty (20) years from the date of the Grant Agreement for a grant of more than £1,000,000 and up to and including £5,000,000 for building work and/ or purchase of land and buildings; or,
 - 12.1.5. thirty (30) years from the date of the Grant Agreement for a grant of more than £5,000,000 for building work and/ or purchase of land and buildings; and/or.
 - 12.1.6. as long as you do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or Project delivery).
- 12.2. Unless specified otherwise in the Grant Agreement, the Licence Period shall commence on the date of the Grant Agreement and continue thereafter for whichever of the periods detailed in clauses 12.1.1. to 12.1.6 (inclusive) is the longest time.

Arts Council England
The Hive
47 Lever Street
Manchester
M1 1FN

Website: www.artscouncil.org.uk
Phone: 0161 934 4317
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This document is available in Braille, large print, on audio CD, and in various electronic formats. Please contact us if you need any of these.

We are committed to being open and accessible.

We welcome all comments on our work. Please send these comments to our Customer Services Team at The Hive, 47 Lever Street, Manchester, M1 1FN or via the contact form on our website at: <http://www.artscouncil.org.uk/contact-us>

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Creative Foundations Fund Grant Agreement

Schedule 2 (Security Guidance)

This schedule sets out a brief summary of each security document that may be required as part of our security requirements. Where these requirements apply to your grant, they will be set out in the Monitoring Schedule and Payment Conditions and in Schedule 1 (Agreed Capital Project Plan). Please ask your appointed solicitor to review the information below and confirm to your representative at Arts Council England when you are ready to proceed with the security requirements. The relevant security documents will be provided by Arts Council England Legal Services with the exception of board minutes and any internal authorisations, which must be prepared and provided by either you or your appointed solicitors.

Deed of Covenant

This is a document which places a restriction over your Project Asset's Land Registry Title. The terms of the Deed of Covenant are generally as follows:

The Grantee (sometimes including a Landowner) shall not:

- not without the prior written consent of the Arts Council, assign, transfer or charge the Land or grant any lease or license, agree to grant any lease or license or enter into or permit any parting with possession or sharing arrangements whatsoever in respect of the Land;
- not, except with the prior written consent of the Arts Council, use the Land other than for the purpose of the Agreed Use; and
- not damage or destroy the Project.

Where the Project Asset is unregistered, a Deed of Dedication is required instead containing similar covenants as the Deed of Covenant alongside further obligations to register a restriction upon first registration of the Project Asset.

Legal Charge

This is a mortgage over the Project Asset to be registered at the Land Registry. This contains similar covenants to the Deed of Covenant alongside specific enforcement powers.

Where existing legal charges are already in place, an Intercreditor Deed may be required to govern ranking and priority.

Fixed and Floating Charge

This is an extension of the Legal Charge above but also includes a debenture over all other assets of the Grantee.

Legal Opinion (with the exception of local authorities and universities)

The purpose of providing the legal opinion is to inform the addressee of the legal effect of a transaction or matter and to identify legal risks that the addressee should consider further and evaluate.

This includes:

- Proof that the Grantee exists, including the fact that it has been incorporated and is validly subsisting, and, if applicable, that it has been duly registered;
- That it has the (corporate) capacity to do what it wishes to do, as set forth in its articles, legislation, and the common law;
- That it is in good standing financially and as a valid and subsisting corporation with respect to the filing of annual returns and perhaps other filings which may be required in order to assure that the company is not in danger of losing its corporate existence or capacity; and
- That all required corporate actions have been taken, including confirmation that all corporate resolutions authorising the corporation to enter into the transaction have been executed and that the appropriate resolutions appointing persons to execute and deliver the documents have been passed.

This must be provided by a solicitor along with board minutes authorising the transaction.

Council Authority (for Public Bodies)

Local Authorities and Universities are not required to provide a Legal Opinion but instead must provide their authority (a board or council decision) authorising entering into the Arts Council grant agreement and the subsequent security.

Undertaking

This is the equivalent of a promise from your solicitors to register the restriction from the Deed of Covenant or the Legal Charge over the Project Asset's Title and where relevant, at Companies House.

Where the Project Asset is unregistered, a Caution against first registration will need to be registered instead.

Certificate of Title

The Certificate of Title (in the Arts Council's standard form) will require your solicitor to review the Land Registry Title of the Project Asset in full, setting out the covenants, rights and reservations affecting it. A full Local Search is also required and the planning use of the Project Asset will need to be confirmed. This Certificate will need to be certified by your solicitor to confirm that the Project will not be jeopardised by any of the disclosures or entries on Title.

Where leasehold land is concerned, Section 2 of the Certificate of Title must also be completed setting out the lease terms. Where the lease is not considered to be compliant with our Standard Terms and Conditions, a Deed of Variation will be necessary.

Schedule 3 – Data and Evaluation

We are working with independent evaluators and the Department for Culture, Media and Sport to ensure that the impact of the fund is evaluated comprehensively. Data collection is applied as a condition of receiving payments, to be submitted as part of the regular progress reporting you will see noted at agreed intervals across your Monitoring Schedule.

This document sets out a number of data submission requirements to be provided annually to support the evaluation, in addition to the regular progress reporting requirements.

Annual data to be collected:

1. Visitor / Audience Numbers:
 - a. Artists and creatives, or specialists
 - b. Staff
 - c. Audience (live)
 - d. Audience (broadcast, online, in writing)
 - e. Other users of your building or services
2. Numbers of hours open/ no. of performances/ exhibitions/ events
 - a. Number of hours your building was open
 - b. Number of performances
 - c. Number of exhibitions
 - d. Number of workshops
 - e. Number of events
 - f. Number of studio spaces leased/ occupied
3. Loss of activity due to asset failure and degradation and/or the need for urgent capital works
 - a. Number of hours of activity (performances, exhibitions and/or events) cancelled or abandoned
 - b. Number of seats unusable or impacted
 - c. Square metres of property unusable
4. Financial impact of asset failure and degradation and/or the need for urgent capital works
 - a. Lost revenue / income from performances, exhibitions and/or events cancelled or abandoned
 - b. Cost of reactive and emergency repairs (not routine maintenance)

- c. Cost of hiring emergency or replacement equipment
 - d. Cost of hiring / renting alternative space
 - e. Additional staffing costs due to reactive measures
5. Energy Consumption (kWh/year):
- a. Grid electricity
 - b. Natural Gas
 - c. Biomass
 - d. On-site renewable (only energy used by the building)
 - e. District heating/ cooling network

EQIA Submission – ID Number

Section A

EQIA Title

Turner Contemporary - Arts Council Project

Responsible Officer

Stuart Pryor - DCED INF

Approved by (Note: approval of this EqIA must be completed within the EqIA App)

Jo Taylor - DCED INF

Type of Activity

Service Change

No

Service Redesign

No

Project/Programme

Project/Programme

Commissioning/Procurement

No

Strategy/Policy

No

Details of other Service Activity

No

Accountability and Responsibility

Directorate

Strategic and Corporate Services

Responsible Service

Capital projects

Responsible Head of Service

Jo Taylor - DCED INF

Responsible Director

Rebecca Spore - DCED I

Aims and Objectives

This project is to refurbish and add value to the Turner Contemporary. The project includes works to the external facade, sustainability improvements and accessibility improvements.

Section B – Evidence

Do you have data related to the protected groups of the people impacted by this activity?

No

It is possible to get the data in a timely and cost effective way?

Yes

Is there national evidence/data that you can use?

Yes

Have you consulted with stakeholders?

Yes

Who have you involved, consulted and engaged with?

Working in joint partnership with KCC GET, Thanet District Council and the Turner Trust

Has there been a previous Equality Analysis (EQIA) in the last 3 years?

No

Do you have evidence that can help you understand the potential impact of your activity?

Yes

Section C – Impact
Who may be impacted by the activity?
Service Users/clients
No
Staff
Staff/Volunteers
Residents/Communities/Citizens
Residents/communities/citizens
Are there any positive impacts for all or any of the protected groups as a result of the activity that you are doing?
Yes
Details of Positive Impacts
Improved accessibility and efficiency of the building
Negative impacts and Mitigating Actions
19.Negative Impacts and Mitigating actions for Age
Are there negative impacts for age?
No
Details of negative impacts for Age
Not Applicable
Mitigating Actions for Age
Not Applicable
Responsible Officer for Mitigating Actions – Age
Not Applicable
20. Negative impacts and Mitigating actions for Disability
Are there negative impacts for Disability?
No
Details of Negative Impacts for Disability
Not Applicable
Mitigating actions for Disability
Not Applicable
Responsible Officer for Disability
Not Applicable
21. Negative Impacts and Mitigating actions for Sex
Are there negative impacts for Sex
No
Details of negative impacts for Sex
Not Applicable
Mitigating actions for Sex
Not Applicable
Responsible Officer for Sex
Not Applicable
22. Negative Impacts and Mitigating actions for Gender identity/transgender
Are there negative impacts for Gender identity/transgender
No
Negative impacts for Gender identity/transgender
Not Applicable
Mitigating actions for Gender identity/transgender
Not Applicable
Responsible Officer for mitigating actions for Gender identity/transgender
Not Applicable

23. Negative impacts and Mitigating actions for Race
Are there negative impacts for Race
No
Negative impacts for Race
Not Applicable
Mitigating actions for Race
Not Applicable
Responsible Officer for mitigating actions for Race
Not Applicable
24. Negative impacts and Mitigating actions for Religion and belief
Are there negative impacts for Religion and belief
No
Negative impacts for Religion and belief
Not Applicable
Mitigating actions for Religion and belief
Not Applicable
Responsible Officer for mitigating actions for Religion and Belief
Not Applicable
25. Negative impacts and Mitigating actions for Sexual Orientation
Are there negative impacts for Sexual Orientation
No
Negative impacts for Sexual Orientation
Not Applicable
Mitigating actions for Sexual Orientation
Not Applicable
Responsible Officer for mitigating actions for Sexual Orientation
Not Applicable
26. Negative impacts and Mitigating actions for Pregnancy and Maternity
Are there negative impacts for Pregnancy and Maternity
No
Negative impacts for Pregnancy and Maternity
Not Applicable
Mitigating actions for Pregnancy and Maternity
Not Applicable
Responsible Officer for mitigating actions for Pregnancy and Maternity
Not Applicable
27. Negative impacts and Mitigating actions for Marriage and Civil Partnerships
Are there negative impacts for Marriage and Civil Partnerships
No
Negative impacts for Marriage and Civil Partnerships
Not Applicable
Mitigating actions for Marriage and Civil Partnerships
Not Applicable
Responsible Officer for Marriage and Civil Partnerships
Not Applicable
28. Negative impacts and Mitigating actions for Carer's responsibilities
Are there negative impacts for Carer's responsibilities
No
Negative impacts for Carer's responsibilities
Not Applicable

Mitigating actions for Carer's responsibilities
--

Not Applicable

Responsible Officer for Carer's responsibilities

Not Applicable

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

Agenda Item 12

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KENT COUNTY COUNCIL – PROPOSED RECORD OF DECISION

DECISION TO BE TAKEN BY:

Brian Collins
Deputy Leader &
Cabinet Member for Finance

DECISION NUMBER:

26/00040

Executive Decision – key

26/00040 – Oracle Cloud Programme

Decision:

As Deputy Leader and Cabinet Member for Finance, I agree to:

1. **APPROVE** the allocation of £7,562,446 from the flexible use of capital receipts to fund the remainder of Phase 2 of the Oracle Cloud Programme until February 2027
2. **DELEGATE** authority to the Corporate Director of Growth, Environment and Transport (Senior Responsible Officer) in consultation with the Director of Technology and the Deputy Leader, to undertake necessary actions, including but not limited to negotiating, finalising and entering into contracts or other legal agreements, as necessary to implement the decision.

Reasons for decision:

To finalise and deliver the replacement of our legacy Oracle application. Phase 1 was implemented in August 2025 and replaced the Council's previous Finance and Procurement system. Phase 2 will deliver our replacement HR And Payroll function and is still in final stages of testing. Phase 2 is expected to go live later in financial year 2026/27.

How the proposed decision supports the Council's Strategic Statement:

Aim 2 of the current Strategic Statement '*Reforming Kent 2025-2028*' includes the objective 'Make every penny count, using a common sense approach and DOLGE to find efficiency savings and income generation opportunities'.

Financial implications:

Additional funding of £7,562,446 is required to complete the implementation of the Oracle Cloud Programme.

The funding is to be taken from the flexible use of capital receipts. The funding is already identified.

This level of funding is forecast as sufficient to meet the requirements of the programme delivery, whilst also maintaining a suitable figure within the IT Reserve to fund other priority digital programmes.

Legal implications:

None.

Equalities implications:

An Equalities Impact Assessment (EqIA) has been undertaken and identified minor impacts on some staff that may have additional requirements when navigating a new system. To mitigate these impacts, additional support and guidance will be available for colleagues that require it.

Data Protection implications:

A Data Protection Implication Assessment (DPIA) is required for Phase 2 implementation and this will be submitted once the testing has concluded and the build solution is finalised.

Cabinet Committee recommendations and other consultation:

The proposed decision will be considered by the Policy and Resources Cabinet Committee on 2nd July 2026.

Any alternatives considered and rejected:

The Oracle Cloud Board has been proactive in the approach to managing the issues faced and a number of options have been considered.

Given the severity of the risks faced if the programme is not finished, demobilising the programme is not considered an option.

An expert third party strategic review was commissioned to highlight programme and governance amendments to guide and strengthen the delivery of the final phase. The recommendations of this review are being implemented with the oversight of the Oracle Cloud Board.

Any interest declared when the decision was taken and any dispensation granted by the Proper Officer:

.....

Signed

.....

Date

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EQIA Submission – ID Number

Section A

EQIA Title

Oracle Cloud Phase 2 HR and Payroll

Responsible Officer

Ben Sherreard - DCED PMO

Approved by (Note: approval of this EqIA must be completed within the EqIA App)

Lisa Gannon - DCED T

Type of Activity

Service Change

No

Service Redesign

No

Project/Programme

Project/Programme

Commissioning/Procurement

No

Strategy/Policy

No

Details of other Service Activity

No

Accountability and Responsibility

Directorate

Strategic and Corporate Services

Responsible Service

Technology

Responsible Head of Service

Lisa Gannon - DCED T

Responsible Director

Simon Jones - GT CDO

Aims and Objectives

The purpose of the programme is to modernise the way the core capabilities work and perform across finance, procurement and HR. These capabilities have been selected as they are critical to the effective management of our day-to-day business and effective use of our data.

We have already implemented Phase 1 of the Oracle Cloud Programme. Phase 1 delivered the majority of the finance and procurement functionality and was subject to a previous EqIA (Enterprise Business Capability).

Phase 2 delivers the HR functionality under the Oracle Cloud system and will replace our current Oracle Self-Service HR system as well as any time-monitoring systems utilised by different teams across the council.

Section B – Evidence

Do you have data related to the protected groups of the people impacted by this activity?

Yes

It is possible to get the data in a timely and cost effective way?

Yes

Is there national evidence/data that you can use?
No
Have you consulted with stakeholders?
Yes
Who have you involved, consulted and engaged with?
Oracle Cloud Business Readiness Groups Staff Groups – Aspire, Level Playing Field, Mental Health Support Network, Rainbow Forum, Single Parent Staff Group, Staff Ethnic Diversity Forum.
Has there been a previous Equality Analysis (EQIA) in the last 3 years?
Yes
Do you have evidence that can help you understand the potential impact of your activity?
Yes
Section C – Impact
Who may be impacted by the activity?
Service Users/clients
No
Staff
Staff/Volunteers
Residents/Communities/Citizens
No
Are there any positive impacts for all or any of the protected groups as a result of the activity that you are doing?
Yes
Details of Positive Impacts
Digital Transformation: Migrating to a modern system enables organizations to leverage advanced technologies such as: AI, machine learning, automation, and analytics, to drive operational efficiencies and improve decision-making.
Enhanced Data Security: Cybersecurity threats and data privacy regulations have become increasingly stringent. KCC needs a solution that builds in modern cyber and security measures.
Data Insights: Robust reporting and analytics capabilities to enable decision-making, forecasting, and strategic planning. Accurate, up-to-date information and one version of the truth.
Cost Savings and Efficiency. Streamline workflows, automate processes, remove duplication, and enhance productivity.
User Experience and Mobility: An improved user experience supports a modern, mobile workforce and fosters employee satisfaction.
Product Support and Innovation: Regular system updates giving timely access to new features and functionalities. Continuous innovation to enable KCC to stay at the forefront of technology advancements.
Negative impacts and Mitigating Actions
19.Negative Impacts and Mitigating actions for Age
Are there negative impacts for age?
Yes
Details of negative impacts for Age
Some staff – particularly in teams such as School Crossing – have been identified as older and either reluctant to use technology or that they find it difficult to use technology. This is a particular issue for those

that get their payslips in the post.
Mitigating Actions for Age
Additional support will be given to managers that look after teams with more remote staff as many of these more remote teams tend to include staff within this protected characteristic. Team managers will be able to enter in expenses and leave requirements for these staff.
Oracle will be accessible on a users' own device, meaning that staff will be able to use their own devices, with which they are more comfortable, to access the system.
Payslips will continue to be sent out in hard copy by post, by exception, to those staff that cannot access them on a computer or their own device.
Responsible Officer for Mitigating Actions – Age
Ben Sherreard
20. Negative impacts and Mitigating actions for Disability
Are there negative impacts for Disability?
Yes
Details of Negative Impacts for Disability
Some staff with disabilities may use assistive technology and the new software will need to be compatible with this assistive technology. If it is not compatible, it will make it difficult for them to engage with the system.
Some staff have identified an issue in Phase 1 with the training and support available for those staff that are either neurodiverse or that suffer from conditions such as anxiety which makes the use of new systems more challenging for them. This may impact their ability to use the new system, increasing dissatisfaction and requiring greater time for managers to support these staff.
Mitigating actions for Disability
The Oracle system aligns with the latest and most up to date accessibility regulations. An accessibility audit will be carried out once the system is live.
The Oracle Guided Learning tool will be utilised to support all users once 'live and in system'. This approach has been discussed with representatives from the relevant staff groups and has been welcomed as an alternative to more structured training as was utilised in Phase 1.
Responsible Officer for Disability
Ben Sherreard
21. Negative Impacts and Mitigating actions for Sex
Are there negative impacts for Sex
No. Note: If Question 21a is "No", Questions 21b,c,d will state "Not Applicable" when submission goes for approval
Details of negative impacts for Sex
Not Completed
Mitigating actions for Sex
Not Completed
Responsible Officer for Sex
Not Completed
22. Negative Impacts and Mitigating actions for Gender identity/transgender
Are there negative impacts for Gender identity/transgender
No. Note: If Question 22a is "No", Questions 22b,c,d will state "Not Applicable" when submission goes for approval

Negative impacts for Gender identity/transgender
Not Completed
Mitigating actions for Gender identity/transgender
Not Completed
Responsible Officer for mitigating actions for Gender identity/transgender
Not Completed
23. Negative impacts and Mitigating actions for Race
Are there negative impacts for Race
No. Note: If Question 23a is "No", Questions 23b,c,d will state "Not Applicable" when submission goes for approval
Negative impacts for Race
Not Completed
Mitigating actions for Race
Not Completed
Responsible Officer for mitigating actions for Race
Not Completed
24. Negative impacts and Mitigating actions for Religion and belief
Are there negative impacts for Religion and belief
No. Note: If Question 24a is "No", Questions 24b,c,d will state "Not Applicable" when submission goes for approval
Negative impacts for Religion and belief
Not Completed
Mitigating actions for Religion and belief
Not Completed
Responsible Officer for mitigating actions for Religion and Belief
Not Completed
25. Negative impacts and Mitigating actions for Sexual Orientation
Are there negative impacts for Sexual Orientation
No. Note: If Question 25a is "No", Questions 25b,c,d will state "Not Applicable" when submission goes for approval
Negative impacts for Sexual Orientation
Not Completed
Mitigating actions for Sexual Orientation
Not Completed
Responsible Officer for mitigating actions for Sexual Orientation
Not Completed
26. Negative impacts and Mitigating actions for Pregnancy and Maternity
Are there negative impacts for Pregnancy and Maternity
No. Note: If Question 26a is "No", Questions 26b,c,d will state "Not Applicable" when submission goes for approval
Negative impacts for Pregnancy and Maternity
Not Completed
Mitigating actions for Pregnancy and Maternity
Not Completed
Responsible Officer for mitigating actions for Pregnancy and Maternity
Not Completed
27. Negative impacts and Mitigating actions for Marriage and Civil Partnerships
Are there negative impacts for Marriage and Civil Partnerships
No. Note: If Question 27a is "No", Questions 27b,c,d will state "Not Applicable" when submission goes for approval

Negative impacts for Marriage and Civil Partnerships
Not Completed
Mitigating actions for Marriage and Civil Partnerships
Not Completed
Responsible Officer for Marriage and Civil Partnerships
Not Completed
28. Negative impacts and Mitigating actions for Carer's responsibilities
Are there negative impacts for Carer's responsibilities
No. Note: If Question 28a is "No", Questions 28b,c,d will state "Not Applicable" when submission goes for approval
Negative impacts for Carer's responsibilities
Not Completed
Mitigating actions for Carer's responsibilities
Not Completed
Responsible Officer for Carer's responsibilities
Not Completed

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