

To: Deputy Leader and Members of the Resources Board

Councillors Symonds, Barnett, Chapman, Clews, Davey, Guilmant, Humphreys, Jackson, Osborne, Melia, Parsons, Simpson, Singh, and M Watson

For the information of other Members of the Council

For general enquiries please contact Democratic Services on 01827 719237 or via email – democraticservices@northwarks.gov.

For enquiries about specific reports please contact the Officer named in the reports.

This document can be made available in large print and electronic accessible formats if requested.

RESOURCES BOARD AGENDA

16 MARCH 2026

The Resources Board will meet on Monday 16 March 2026 at 7.00pm in the Council Chamber at The Council House, South Street, Atherstone, Warwickshire.

The day after the meeting a recording will be available to be viewed on the Council's YouTube channel at [NorthWarks - YouTube](#).

AGENDA

- 1 Evacuation Procedure.**
- 2 Apologies for Absence / Members away on official Council business.**
- 3 Disclosable Pecuniary and Non-Pecuniary Interests.**

4 **Public Participation**

Up to twenty minutes will be set aside for members of the public to put questions to elected Members.

Members of the public wishing to address the Board must register their intention to do so by 9:30am two working days prior to the meeting. Participants are restricted to five minutes each.

If you wish to put a question to the meeting, please register by email to democraticservices@northwarks.gov.uk or telephone 01827 719221 / 719226 / 719237.

Once registered to speak, the person asking the question has the option to either:

- (a) attend the meeting in person at the Council Chamber.
- (b) attend remotely via Teams; or
- (c) request that the Chair reads out their written question.

The Council Chamber has level access via a lift to assist those with limited mobility who attend in person however, it may be more convenient to attend remotely.

If attending remotely an invitation will be sent to join the Teams video conferencing for this meeting. Those registered to speak should dial the telephone number and ID number (provided on their invitation) when joining the meeting to ask their question. However, whilst waiting they will be able to hear what is being said at the meeting.

- 5 **Minutes of the Resources Board held on 26 January 2026** – copy herewith, to be approved as a correct record and signed by the Chairman.

ITEMS FOR DISCUSSION AND DECISION (WHITE PAPERS)

- 6 **Council Tax Collection** - Report of the Interim Corporate Director – Resources (Section 151 Officer)

Summary

The purpose of this report is to provide details to Members on North Warwickshire Borough Council's methodology for collecting Council Tax and use of Enforcement Agents in doing so.

The Contact Officer for this report is Katie Hines (719234).

- 7 **North Warwickshire BC - Internal Audit Plan 2026/27** - Report of the Interim Corporate Director of Resources (Section 151 Officer)

Summary

The purpose of this report is to present the draft Internal Audit Plan 2026/27 to the Board for approval.

The Contact Officer for this report is Paul Sutton (715341).

- 8 **North Warwickshire BC - Risk Management Report** - Report of the Interim Corporate Director of Resources (Section 151 Officer)

Summary

The purpose of this report is to present an update by RSM of the Council's Strategic Risk register and Heat Map.

The Contact Officer for this report is Paul Sutton (715341).

- 9 **Implementation of Renters Right Act 2025** - Report of the Director of Housing

Summary

This report submits a revised Enforcement Policy which seeks to provide for robust and fair regulation of Houses in Multiple Occupation and other housing in the private rented sector.

The Contact Officer for this report is Rob Watson (719369).

- 10 **Grendon Football Club and Boot Hill Recreation Ground** - Report of the Communities Manager

Summary

This report provides the Board with an updated draft lease with Grendon Football Club, through which it could assume responsibility for the management and maintenance of the pitch and pavilion at Boot Hill Recreation Ground.

The Contact Officer for this report is Becky Evans (719346).

- 11 **Atherstone Town Community Football Club – Engagement Update (6 Months)** - Report of the Interim Corporate Director – Streetscape

Summary

Following a Motion at Full Council on the 24 September 2025 officers and the Atherstone Town Community Football Club (ATCFC) have been working closely to understand the current issues, including site conditions, barriers to growth and funding to establish a plan of activity that would support the Club in realising its aspirations.

The Contact Officer for this report is Mike Brown (715341).

- 12 **Minutes of the Housing Working Group held on 18 February 2026** – copy herewith.

- 13 **Exclusion of the Public and Press**

To consider, in accordance with Section 100A(4) of the Local Government Act 1972, whether it is in the public interest that the public and press be excluded from the meeting for the following item of business, on the grounds that it involves the likely disclosure of exempt information as defined by Schedule 12A to the Act.

- 14 **Exempt Extract of the Minutes of the meeting of the Resources Board held on 26 January 2026** – copy herewith to be approved as a correct record and signed by the Chairman.

STEVE MAXEY
Chief Executive

NORTH WARWICKSHIRE BOROUGH COUNCIL

**MINUTES OF THE
RESOURCES BOARD**

26 January 2026

Present: Councillor Symonds in the Chair

Councillors Barnett, Bell, Chapman, Clews, Davey, Humphreys, Jackson, Osborne, Parsons, Melia, Simpson and M Watson.

Apologies for absence were received from Councillors Guilmant and Singh (Substitute Councillor Bell).

Martin Shipley from CMAP was also in attendance to answer questions on Minute No 31 (Internal Audit Progress Report).

Matt Humphrey from RSM was also in attendance to answer questions on Minute No 32 (Risk Management Report).

23 Disclosable Pecuniary and Non-Pecuniary Interests

None were declared at the meeting.

24 Minutes of the Resources Board held on 1 December 2025

The minutes of the Resources Board held on 1 December 2025, copies having been previously circulated, were approved as a correct record and signed by the Chairman.

25 Countywide Homelessness Statement of Intent

The Director of Housing updated Members on a countywide agreed Statement of Intent for Homelessness and informed Members about the Government's national strategy to address homelessness.

Resolved:

That the intentions of Government's Strategy – 'A National Plan to End Homelessness' be noted.

26 Disabled Facilities Grants – HEART Annual Report

The Director of Housing presented the HEART Annual Report 2024/2025 for consideration and comment.

Resolved:

a That the HEART Annual Report be noted;

5/1

- b That a Task and Finish Group be set up to consider the HEART Annual Report in more detail; and**
- b That the performance information provided by Foundations be considered and noted.**

27 Renter’s Right Act 2025

The Director of Housing provided an overview of the Renter’s Right Act 2025 and proposed the development of local policies to enable robust and fair regulation of matters relating to housing within the Private Rented Sector (PRS).

Resolved:

- a That the content of the report and aims of the Renter’s Rights Act be noted;**
- b That approval be given to progress the policies proposed in Section 3 of the report of the Director of Housing;**
- c That the Private Sector Housing staff be granted delegated authority to take action under Renters Right Act 2025; and**
- d That, once the financial implications be available, a further update be presented to the Board.**

28 Grendon Football Club and Boot Hill Recreation Ground

The Corporate Director of Streetscape sought the Board’s approval to enter into a ten-year lease with Grendon Football Club, through which it could assume responsibility for the management and maintenance of the pitch and pavilion at Boot Hill Recreation Ground.

Resolved:

- a That the proposal to enter into a ten-year lease with Grendon Football Club, through which it could assume responsibility for the management and maintenance of the pitch and pavilion at Boot Hill Recreation Ground, be approved; and**
- b That a revised lease will be tabled at a future meeting of the Board.**

29 National Parking Platform (NPP)

The of the Corporate Director of Streetscape introduced the National Parking Platform, a new system of parking management introduced by the Department for Transport.

Resolved:

That Members approve the use of the National Parking Platform (NPP).

30 Budget Proposals 2026/27

The Interim Corporate Director of Resources (Section 151 Officer) presents the General Fund and Housing Revenue Account (HRA) Revenue, Capital and Fees and Charges Proposals for the Revised Budget 2025/26 and Original 2026/27.

Resolved:

- a That the revised General Fund and HRA revenue budgets for 2025/26 and HRA revenue budget for 2026/27 be approved;**
- b That the increasing rent by 4.8% in 2026/27 in line with the social rent policy set by the government be approved;**
- c That the fees and charges as set out at Appendix B of the report of the Interim Corporate Director of Resources (Section 151 Officer) be approved;**
- d That the service charges for cleaning, as detailed in Appendix B of the report of the Interim Corporate Director of Resources (Section 151 Officer) be approved;**
- e That the service charges for window cleaning, as detailed in Appendix B of the report of the Interim Corporate Director of Resources (Section 151 Officer) be approved;**

Recommendation to Executive Board:

- f That the 2026/27 General Fund proposals presented in this report be included in the Final Budget Proposals report to Executive Board on 16 February 2026; and**
- g That the General Fund and HRA capital budget proposals presented in this report be included in the Final Budget Proposals report to Executive Board on 16 February 2026.**

31 North Warwickshire BC – Internal Audit Progress Report

The Interim Corporate Director of Resources (Section 151 Officer) presented the Internal Audit Progress Report.

Resolved:

That the Internal Audit Progress Report be noted.

32 North Warwickshire BC – Risk Management Report

The Interim Corporate Director of Resources (Section 151 Officer) presented an update by RSM of the Council's Strategic Risk register and Heat Map.

Resolved:

That the update to the Strategic Risk Register and Heat Map be noted.

33 Minutes of the Parking Task and Finish Group

The minutes of the meeting of the Parking Task and Finish Group held on 8 January 2026, copies having been previously circulated, were noted.

34 Exclusion of the Public and Press

Resolved:

That under Section 100A(4) of the Local Government Act 1972, the public and press be excluded from the meeting for the following items of business, on the grounds that they involve the likely disclosure of exempt information as defined by Schedule 12A to the Act.

35 Development of Housing Revenue Account Sites

The Director of Housing updated the Board about progress to consider whether some of the Council's Housing Revenue Account sites can be developed to provide new social rented homes.

Resolved:

- a That further feasibility investigations are completed for the garage sites listed in Appendix A of the report of the Director of Housing so that they can be considered for developing new homes;**
- b That the sites listed in the report of the Director of Housing are submitted for outline planning permission following searches and ground investigations and discussions with Local Ward Members;**
- c That the garage sites listed at Appendix B of the report of the Director of Housing are not considered for development and are assessed for demolition or repair;**

- d That consideration be given to using the room and land around the communal room for development; and**
- e That consideration be given to converting underused communal rooms into accommodation;**

36 Exempt Extract of the Minutes of the meeting of the Resources Board held on 1 December 2025

The exempt extract of the minutes of the Resources Board held on 1 December 2025, copies having been previously circulated, were approved as a correct record and signed by the Chairman.

Councillor Symonds
Chair

Agenda Item No 6

Resources Board

16 March 2026

Report of the Interim Corporate Director – Council Tax Collection Resources (Section 151 Officer)

1 Summary

- 1.1 The purpose of this report is to provide details to Members on North Warwickshire Borough Council's methodology for collecting Council Tax and use of Enforcement Agents in doing so.

Recommendation to the Board

That members note the contents of the report.

2 Background

- 2.1 The aim of the Revenues service is to balance the effective collection of monies owed to the Council by adopting a holistic approach to the recovery of debts. Ensuring a professional, consistent, and timely approach to recovery action for all the different types of debt owed to the Council.
- 2.2 This was recognised in the recent motion to Full Council (February 2026), which supported the approach undertaken by the service and members were very complimentary about the way the service operates.
- 2.3 There is though an understandable concern remaining due to the continuing financial environment and people's ability to pay and the use of enforcement agents.
- 2.4 The Council is committed to the following good practice principles to assist the statutory debt recovery processes:
- Accurate and prompt billing.
 - A range of payment options will be available.
 - Agreement of affordable repayment arrangements for those customers experiencing financial difficulties.
 - Advice on ways to reduce Council Tax bills and maximise income such as applying for Local Council Tax Support or applying for a Discretionary Reduction of Council Tax in line with S13A 1 C of the Local Government Finance Act 1992.
 - Referral to the Citizens Advice Bureau for advice on other benefits.

- Access to advice and information will be provided at every stage of the collection and recovery process.
- Appropriate and proportionate recovery action will be taken.
- Good customer care is a minimum expectation.
- Efficiency and cost effectiveness must be demonstrated.
- Partnership arrangements and secure referral systems.
- Timely monitoring and reporting of performance is undertaken.

Recovery Process

- 2.5 Recovery of Council Tax is carried out in line with the Council Tax Administration and Enforcement Regulations 1992 (S.I. 1992/613).
- 2.6 In the event of failure to pay the specified instalment, a reminder notice is served in line with Regulation 23 S.I. 1992/613. The reminder advises the unpaid sum together with any instalments becoming due within 7 days from the date of issue of the reminder notice must be paid. The amount in question is required to be paid within seven days from the date of issue of the reminder notice. Failure to pay within seven days will result in the full balance for the period becoming due after a further seven days.
- 2.7 If the first reminder is paid and a subsequent instalment is unpaid; a second reminder is issued. If this is paid and a third subsequent instalment becomes due and unpaid, a final notice is issued in accordance with regulation 33 of the Council Tax Administration and Enforcement Regulations 1992. This notice will remove the right to pay by monthly instalments, and the balance outstanding will become due and payable in full.
- 2.8 If a charge payer does not pay in full in accordance with the final notice a summons is issued in accordance with regulation 35 of the Council Tax Administration and Enforcement Regulation 1992, for the authority to be able to apply to the Magistrates Court for a liability order. On the issue of the Summons a cost of £100.00 will be incurred.
- 2.9 However, the Revenues team would still look to set up an arrangement for repayment with a customer at any stage of recovery, whether it's Reminder or Final Notice without issuing a summons. Usually this would involve the customer completing a financial statement detailing their income and expenditure to ensure that any arrangement is affordable and can be maintained. We would also consider any vulnerability elements to ensure that the customer is signposted for additional support if necessary.
- 2.10 If a customer fails to make contact or maintain arrangements, we have a duty to collect what is due and will use all legal means available to recover debts.

This includes:

- attachment of earnings
- deduction from benefits
- enforcement agent action

- charging orders
- committal to prison proceedings

- 2.11 From March 2020 there were restrictions on recovery due to the closure of Courts and the priority of the Revenues Team at the time was to award the Covid Grants and Energy Rebate payments to help support our residents and businesses. Recovery of these debts did not recommence until November 2023.
- 2.12 Since 2023, when regular, consistent recovery restarted following the Covid pandemic, to February 2026, North Warwickshire Borough Council have obtained 7,765 liability orders for unpaid Council Tax.
- 2.13 Once a liability order is granted further methods of recovery can be utilised as detailed in section 2.10 of this report. 6,285 accounts have subsequently been referred to enforcement agents.
- 2.14 The fact that we're recovering from a high arrears position makes it hard to make year on year comparisons. Trying to recover larger older debts has required more action than you'd expect in normal circumstances.
- 2.15 During 2025/26 though nearer 50% of debts have ended up transferring to enforcement agents post liability order compared to the 81% over the entire period since 2023.
- 2.16 This shows that the action we are taking to manage debts through recovery is working and we would expect the use of enforcement agents to reduce. It is not a preferred method of recovery and is only pursued when other recovery options have been considered or exhausted.
- 2.17 At every recovery stage detailed in 2.6 – 2.8, residents are encouraged to contact the Council as early engagement allows us to discuss individual circumstances and consider affordable arrangements. Our priority is to resolve arrears collaboratively to prevent further action being taken detailed at 2.10.
- 2.18 If no contact is made, liability orders are obtained and thereafter, each account is reviewed to see if an alternative method of recovery is viable and proportionate to the amount owed. Where no alternative recovery method is identified, the Council will instruct enforcement agents to collect outstanding balances.
- 2.19 The Council recognises the importance of collecting Council Tax to fund essential local services. However, this responsibility is balanced with our duty to treat residents fairly, proportionately and with sensitivity to their individual circumstances

3. **Report Implications**

- 3.1 There are no direct financial implications arising from the report which is for noting.

4 **Legal Implications**

- 4.1 Recovery of Council Tax is carried out in line with the Council Tax Administration and Enforcement Regulations 1992 (S.I. 1992/613)
Social Security Administration Act 1992 (Housing Benefits)

The Contact Officer for this report is Katie Hines (719234).

Agenda Item No 7

Resources Board

16 March 2026

**Report of the Interim Corporate Director
of Resources (Section 151 Officer)**

**North Warwickshire BC – Internal
Audit Plan 2026/27**

1 Summary

- 1.1 The purpose of this report is to present the draft Internal Audit Plan 2026/27 to the Board for approval.

Recommendation to the Board

**That the Internal Audit Plan 2026/27 (Appendix A) be considered
and approved.**

2 Background

- 2.1 The Council has been a full member of CMAP since 1 April 2025, and the Internal Audit Plan attached at **Appendix A** represents the first one undertaken since becoming a full member.
- 2.2 The approach to Internal Audit undertaken by CMAP is significantly different to that provided before and this is becoming embedded across Authority.

3 Report

- 3.1 The Plan attached at **Appendix A** explains CMAP's risk-based approach to setting the plan and how it seeks assurance across the Authority. The result is a programme of Audits designed to gain the appropriate level of assurance.
- 3.2 The Internal Audit Working Party will review the attached plan prior to the Board meeting, and any comments or changes will be presented to the Board for consideration.

4 Report Implications

Finance and Value for Money Implications

- 4.1 There are no direct financial implications arising from this report.

Legal, Data Protection and Human Rights Implications

- 4.2 There are no direct legal implications arising from this report.

The Contact Officer for this report is Paul Sutton (715341).

5 Appendices

5.1 Appendix A – North Warwickshire BC Internal Audit Plan 2026/27

Background Paper No	Author	Nature of Background Paper	Date
N/A			

North Warwickshire Borough Council – Internal Audit Plan 2026-27 & Audit Charter

Resources Board: 16th March 2026



North Warwickshire
Borough Council



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Our Vision

To bring about improvements in the control, governance and risk management arrangements of our Partners by providing cost effective, high quality internal audit services.

Contacts

Head of Audit Partnership

Richard Boneham CPFA

Email:

richard.boneham@centralmidlandsaudit.co.uk

Tel:

01332 643280

Audit Managers

Martin Shipley CMIIA, CCIP

martin.shipley@centralmidlandsaudit.co.uk

01332 643292

Adrian Manifold CMIIA

adrian.manifold@centralmidlandsaudit.co.uk

01332 643281

Mandy Marples CPFA, CCIP

mandy.marples@centralmidlandsaudit.co.uk

01332 643282

Hannah McDonald CMIIA, APCIP

hannah.mcdonald@centralmidlandsaudit.co.uk

01332 643284

c/o Derby City Council
 Council House
 Corporation Street
 Derby, DE1 2FS



Introduction

Purpose of Report

The purpose of this report is for the Board to approve the Internal Audit Charter and Annual Internal Audit Plan for 2026-27.

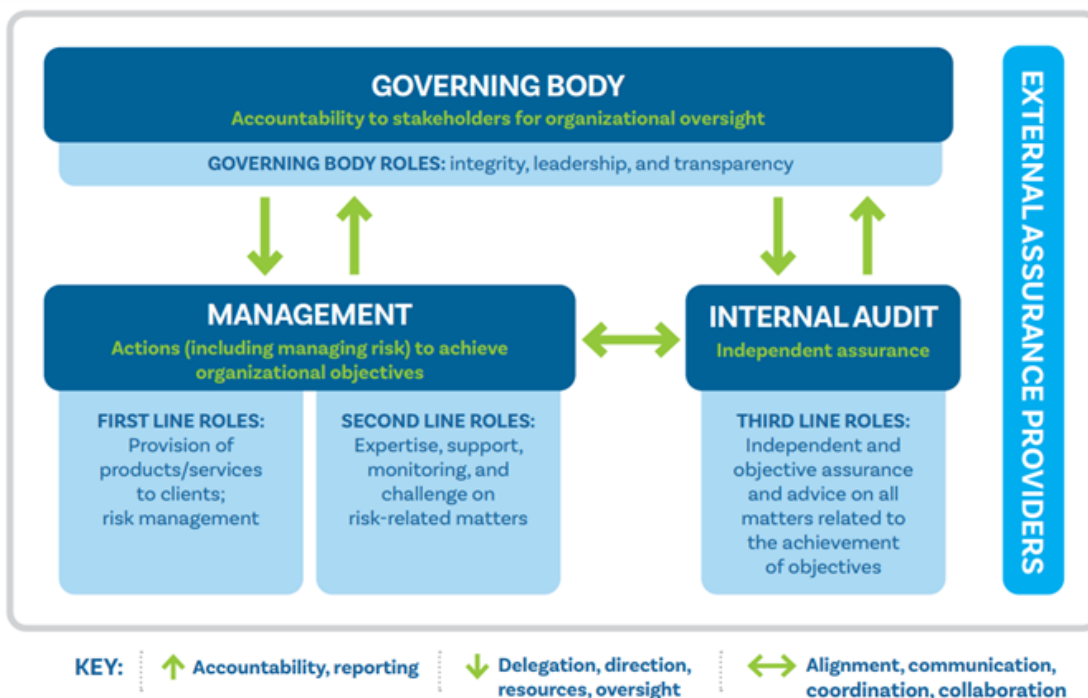
Role of Internal Audit

All local authorities must make proper provision for internal audit in line with the 1972 Local Government Act (S151) and the Accounts and Audit Regulations 2015.

The Council's Internal Audit service is provided by Central Midlands Audit Partnership (CMAP). The Partnership was formed as a Joint Board under section 101 of the Local Government Act 1972. It currently serves 11 public sector organisations and Derby City Council is the host authority. The current legal agreement between the Partners runs until 31st March 2030, although Local Government Reorganisation (LGR) will supersede those arrangements. From 1st April 2026 CMAP will cease delivery of service to one client organisation.

Internal Audit provides the Resources Board and senior management with objective assurance on the Council's overall control environment, comprising the systems of governance, risk management, and internal control and highlights control weaknesses together with recommendations for improvement. This helps senior management demonstrate that they are managing the Council effectively. Internal Audit's work significantly contributes to the Council's statutory Annual Governance Statement (AGS).

Internal Audit is part of the Council's governance framework which can be summarised in the three lines model shown below.



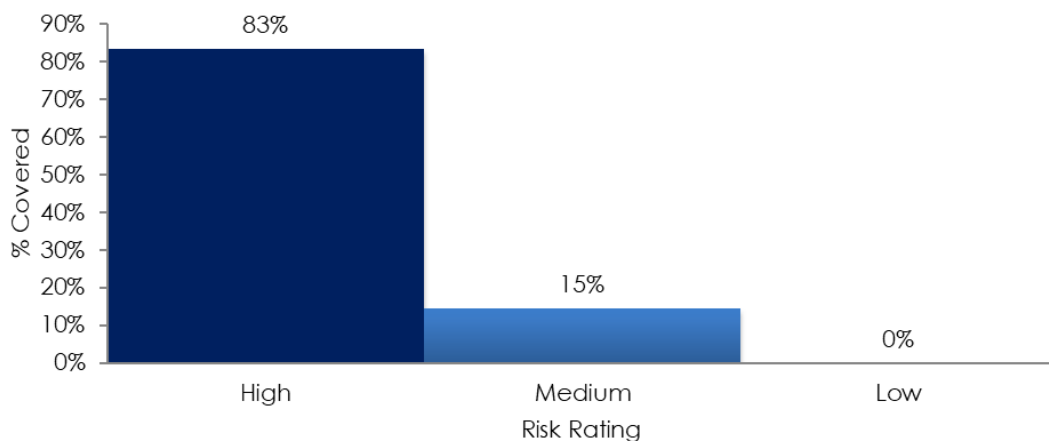
Internal Audit Plan

Global Internal Audit Standard (GIAS) 9.4 requires the Chief Audit Executive (CAE) to create an internal audit plan that supports the achievement of the organisation's objectives. The CAE must base the internal audit plan on a documented assessment of the organisation's strategies, objectives, and risks. This assessment must be informed by input from the board and senior management as well as the CAE's understanding of the organisation's governance, risk management, and control processes. The assessment must be performed at least annually. In this instance, the Chief Audit Executive is Martin Shipley, Audit Manager.

The annual Audit Plan sets out proposals on how this will be achieved in the year ahead. It is a flexible Plan that allows Internal Audit to respond to emerging and changing risks during the year.

The Audit Plan must incorporate sufficient work to enable the Chief Audit Executive to give an opinion on the adequacy of the Council's overall control environment. Equally Internal Audit must be adequately resourced with the necessary level of skilled and experienced staff to deliver the Audit Plan.

2026-27 Coverage of Auditable Areas by Risk Rating Category



Progress in completing the audit plan, will be submitted to the Resources Board as part of regular Internal Audit Progress reports.

Internal Audit Charter

An Internal Audit Charter is a formal document that defines internal audit's purpose, authority, responsibility and position within an organisation. The Internal Audit Charter describes how internal audit will provide value to the Council, the nature of the services it will provide and the specific focus or emphasis required of internal audit to help the Council achieve its objectives.

GIAS 6.2 requires the Chief Audit Executive to develop and maintain an internal audit charter that specifies, at a minimum, the internal audit function's:

- Purpose of Internal Auditing.
- Commitment to adhering to the Global Internal Audit Standards.

North Warwickshire Borough Council – Audit Plan 2026-27

- Mandate, including scope and types of services to be provided, and the board's responsibilities and expectations regarding management's support of the internal audit function.
- Organisational position and reporting relationships.

A copy of the current Internal Audit Charter is attached at [Appendix B](#). It is the role of the Resources Board to review and approve the 'Internal Audit Charter' on an annual basis.

Approach to Audit Planning

Internal Audit takes into account the Council's risk management framework, including using risk appetite levels set by management for the different activities or parts of the Council. If a framework does not exist, Internal Audit must determine its own judgment of risks following a thorough consultation process. We endeavour to consult with relevant managers to further understand the risk areas where internal audit assurance will be appropriate.

A risk based audit plan has been compiled in consultation with the Council's Management, using the Council's risk registers and CMAP's bespoke risk assessment model which considers the following 8 measures of risk

Impact	Materiality	Potentially, how much money could the Council lose if this area is not properly controlled?
	Criticality	How critical is this function to the effective running of the Council's core activities?
	Sensitivity	How important is this area in the opinion of senior management and the Board?
	Strategic Effect	How does this function affect the Council's long term aims and objectives?
Likelihood	Changes	What changes (staffing, procedural, IT, legislative) has this area been subject to?
	Complexity	How complex is the area under review?
	Review Process	How often is this area reviewed by audit and other agencies?
	Inherent Risks	How susceptible is this area to fraud and irregularity?

Once the scores for each of the 66 auditable areas identified have been input to the risk model, along with the date when the area was last audited, the risk model will automatically generate a plan of suggested audit coverage. Senior management are consulted on the proposed plan and their views are taken account of before producing the final, ranked list of areas to audit. This year's risk assessment identified 6 High risk areas, 55 Medium risk areas and 5 Low risk areas.

Types of Audit Work

Key Financial Systems Audit - Much of internal audit's assurance work comes from the review of the risks and controls associated with the Council's financial systems. External Audit will also review the work on the key financial systems to assist them when determining their opinion on Council's annual accounts.

Systems / Risk Based Audits - The auditor's prime role is to review the internal control systems developed by management to mitigate operational risks and report upon the adequacy of those controls (see below for control examples). A Council's overall internal control system is the product of all of those systems and processes that the Council has created to deliver its business objectives, both financial and non-financial.

Control categories with examples



Source: Chartered Institute of Internal Auditors – Resources – Control

IT Audit – Typically our IT auditing coverage focuses on the following:

- **Infrastructure** - Infrastructure audits cover perimeter defences, authentication, management and monitoring, and devices. Infrastructure audits help provide assurance that the organisation's private network is protected from internet attacks, unauthorised or inappropriate access via local or remote attacks, and also ensure the Council has the necessary monitoring and incident analysis to maintain and analyse the Network.
- **Applications** - Application audits cover thin and fat client applications, and both internal (Intranet) or external (Web) applications. Applications audits typically focus on CIAA (**C**onfidentiality, **I**ntegrity, **A**vailability and **A**ccountability risks) to ensure attackers cannot exploit vulnerabilities to gain unauthorised access to sensitive corporate data.

Governance/Ethics Reviews - The governance framework comprises the systems and processes, and culture and values, by which the Council is directed and controlled. Internal Audit reviews corporate systems such as Risk Management, Health & Safety, Data Quality, Anti –Fraud and should consider organisational ethics, values and culture.

North Warwickshire Borough Council – Audit Plan 2026-27

Procurement/Contract Audit - Procurement involves the process of acquisition from third parties and spans the whole life cycle from the initial concept (determining the need), through buying and delivery, to the end of a service contract. The audit approach to procurement should primarily concern the Council's corporate procurement strategy and associated management structures and processes, including contract procedure rules and detailed procurement guidance.

Client Support/Consultancy Work

The scope of the consultancy service that CMAP can offer is constrained by our skills set. Accordingly, consultancy work is likely to be on areas where the control framework is in development or subject to changes. The advice offered by Internal Audit in its consultancy role may include advising on the design and implementation of new policies, processes, and systems; providing forensic/analytic services; providing training; and facilitating discussions about risks, controls and governance arrangements.

To support the Council, time has also been set aside in the Audit Plan for the following:

Audit Management – There are certain management tasks that are specific to each Partner organisation, such as, reporting to Audit Committee, Audit Risk Assessment & Planning etc. These require a contingency of time to be planned.

Advice & Emerging Issues - On an ad-hoc basis, Audit is called upon to provide risk and control advice on issues throughout the Council. This consultancy work is a very important service and requests for Audit input are considered to be a good measure of the quality of the Audit service and of the satisfaction of our clients.

Anti-Fraud/Probity/Investigations - Internal audit has an important role to play in ensuring that management has effective systems in place to detect and prevent corrupt practices within the Council. Internal audit's role includes promoting anti-fraud best practice, testing and monitoring systems through probity work and advising on change where it is needed. Internal Audit also may be involved, on a consultancy basis, in the investigation of suspected internal fraud, theft or major irregularity (where there is some form of alleged financial irregularity, which may have resulted in financial loss to the Council).

Follow-up Audits - Internal Audit is committed towards ensuring that control improvements are achieved and all agreed actions are acted upon. We have developed a recommendation tracking database, which allows us to monitor, follow-up and report upon the status of all management's actions in respect of agreed audit recommendations.

Brought Forward Jobs - A number of incomplete audits from the 2025-26 Audit Plan will need to be concluded in 2026-27.



Appendix A - Audit Plan Detail

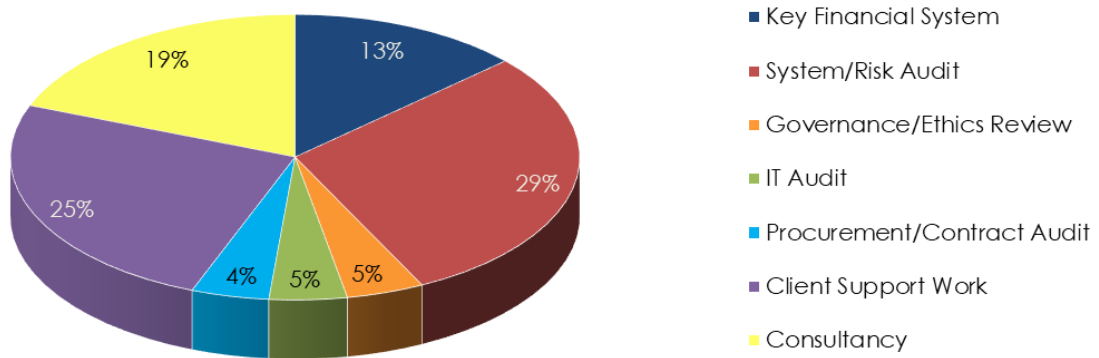
With all Warwickshire Councils entering into the transition phase for Local Government Reorganisation (LGR), it is considered prudent to set aside a contingency of audit plan time to consider and address any related issues and risks arising throughout 2026-27.

Our risk assessment of the Council's activities, in consultation with senior management, has concluded that the following audits will be undertaken in 2026-27:

Audit Plan Assignments	Risk Rating	Indicative Quarter
Key Financial Systems Reviews		
Financial Services (Budgeting)	High	Q4
Council Tax & Non-Domestic Rates	Medium	Q1 or Q3
Housing Rents & Rent Accounting	Medium	Q3 or Q1
Governance/Ethics Reviews		
Climate Change - <i>2025/26 deferral</i>	Medium	Q2
Procurement/Contract Reviews		
Leisure Centre Project	High	Q3
System/Risk Reviews		
Partnership Working - <i>2025/26 deferral</i>	Medium	Q1
S106 Agreements	Medium	Q2
Business Change & Transformation – <i>Delayed Start from 2025/26</i>	Medium	Q1
Housing Voids & Rechargeable Repairs	Medium	Q3
Housing Safety Inspections	High	Q2
Waste Management	High	Q2/Q3
Parking Services, inc. charging	Medium	Q2
Consultancy		
Local Government Reorganisation Contingency	High	Q1- Q4
IT Audit Reviews		
Cyber Security /Wider IT Strategy – <i>Delayed Start from 2025/26</i>	High	Q1/Q2

The detailed scopes of each audit assignment will be agreed with the relevant managers nearer the commencement of the audit. The cost of the Internal Audit Service for 2026-27 is estimated to be £133,619.

Audit Plan 2026-27 per Type of Audit



Appendix B - Internal Audit Charter

Purpose & Mission

The purpose of North Warwickshire Borough Council's internal audit service is to provide independent, objective assurance and consulting services designed to add value and improve the Council's operations. The mission of internal audit is to enhance and protect organisational value by providing risk-based and objective assurance, advice, and insight. The internal audit service helps the Council accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of governance, risk management, and control processes.

Role of Internal Audit

The role of the Internal Audit Service includes:

- Supporting the delivery of the Council's strategic objectives by providing risk-based and objective assurance on the adequacy and effectiveness of governance, risk management and internal controls.
- Championing good practice in governance through assurance, advice and contributing to the Council's annual governance review.
- Advising on governance, risk management and internal control arrangements for major projects, programmes and system changes.
- Governance oversight of the Council's collaborative and arm's-length arrangements.

North Warwickshire Borough Council's Internal Audit Service is provided by the Central Midlands Audit Partnership (CMAP). Derby City Council acts as the host authority for CMAP.

CMAP's Internal Audit Service is most effective when:

- a) Internal auditing is performed by competent professionals in conformance with Internal Audit Standards, which are set in the public interest.
- b) The Internal Audit Service is independently positioned with direct accountability to the Council's Leadership Team and its Resources Board.
- c) Internal auditors are free from undue influence and committed to making objective assessments.

Commitment to Adhering to the Global Internal Audit Standards in the UK Public Sector

CMAP will adhere to the mandatory elements of The Institute of Internal Auditors' International Professional Practices Framework, which are the Global Internal Audit Standards. This will take into account:

- a) the CIPFA Application Note, which provides a framework for the practice of internal audit in the UK public sector when taken together with the Global Internal Audit Standards;
and
- b) the CIPFA Code of Practice for the Governance of Internal Audit in UK Local Government, which complements the Global Internal Audit Standards from the perspective of the “Head of Internal Audit”. Overall, this means that the Internal Audit Service will adhere to the “Global Internal Audit Standards in the UK Public Sector”.

The Chief Audit Executive will report periodically to Leadership Team and the Resources Board regarding CMAP’s conformance with the Standards, Application Note, and CIPFA Code, which will be assessed through a quality assurance and improvement programme.

Authority – Internal Audit Mandate

The mandate for CMAP’s provision of the internal audit service is found in two pieces of legislation:

[Section 151 of the Local Government Act 1972](#)

Requires that authorities ‘make arrangements for the proper administration of their financial affairs and shall secure that one of their officers has responsibility for the administration of those affairs’.

The Council’s Constitution (Part 4 – Financial Regulations) states that [Reg. 1] ‘The Deputy Chief Executive has statutory duties in relation to the financial administration and stewardship of the Authority. This statutory responsibility cannot be over-riden. The statutory duties arise from:

- Section 151 of the Local Government Act 1972
- The Local Government Finance Act 1988
- The Local Government and Housing Act 1989
- The Accounts and Audit Regulations 1996

In his/her absence, the Assistant Director (Finance and Human Resources) is the named officer who will carry out the duties required under Section 114 (2) and (3) of the Local Government Finance Act 1988 and S 151 of the Local Government Act 1972.’

The Financial Regulations further stipulate that [Reg. 3(3.1)] ‘The Deputy Chief Executive will provide an independent, continuous, adequate and effective internal audit of accounting, financial and other operations of the Council, in accordance with the CIPFA Code of Practice for Internal Audit in Local Government’.

The Accounts and Audit Regulations 2015

Part 2: Internal Control, Section 5: Internal Audit requires that a relevant authority must undertake an effective internal audit to evaluate the effectiveness of its risk management, control and governance processes, taking into account public sector internal auditing standards or guidance.

Any officer or member of a relevant body must, if required to do so for the purposes of internal audit –

- a) make available such documents and records; and
- b) supply such information and explanation

as are considered necessary by those conducting the internal audit.

In this regulation “documents and records” includes information recorded in an electronic form.

The Internal Audit Service’s authority is created by its direct reporting relationship to the Leadership Team and the Resources Board. Such authority allows for unrestricted access.

The Leadership Team and Resources Board authorises the Internal Audit Service to:

- a) Have full and unrestricted access to all functions, data, records, information, physical property, and personnel that it considers necessary to fulfil its responsibilities. Internal auditors are accountable for confidentiality and safeguarding records and information.
- b) Allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques, and issue communications to accomplish the function’s objectives.
- c) Obtain assistance from specialised services from within or outside North Warwickshire Borough Council to complete internal audit services.

Internal Audit will be appropriately staffed in terms of numbers, qualification levels and experience. The Chief Audit Executive will report on the adequacy of resources to the Council’s s151 Officer and to the Resources Board.

Independence, Organisational Position, and Reporting Relationships

The Chief Audit Executive will ensure that the internal audit service remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, and report content. If the Chief Audit Executive determines that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to appropriate parties.

The Resources Board authorises the internal audit service to:

- Have full, free, and unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement, subject to accountability for confidentiality and safeguarding of records and information.

- Allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques required to accomplish audit objectives, and issue reports.
- Obtain assistance from the necessary personnel of the Council, as well as other specialised services from within or outside the Council, in order to complete the engagement.

Independence & Objectivity

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively and in such a manner that they believe in their work product, that no quality compromises are made, and that they do not subordinate their judgment on audit matters to others.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair their judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing any operational duties for the organisation or its affiliates.
- Initiating or approving transactions external to the internal audit service.
- Directing the activities of any organisation employee not employed by the internal audit service, except to the extent that such employees have been appropriately assigned to auditing teams or to otherwise assist internal auditors.

Where the Chief Audit Executive has or is expected to have roles and/or responsibilities that fall outside of internal auditing, safeguards will be established to limit impairments to independence or objectivity.

Internal auditors will:

- Disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties.
- Exhibit professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.

The Chief Audit Executive will confirm to the Resources Board, at least annually, the organisational independence of the internal audit service.

The Chief Audit Executive will disclose to the Resources Board any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

Organisational Position and Reporting Relationships

The Chief Audit Executive will report functionally to the Resources Board and administratively (i.e. day-to-day operations) to the Council's s151 Officer.

In order to establish, maintain, and assure that the Council's internal audit service has sufficient authority to fulfil its duties, the Resources Board will:

- Approve the internal audit service's charter and mandate.
- Approve the risk-based internal audit plan.
- Receive communications from the Chief Audit Executive on the internal audit service's performance relative to its plan and other matters.
- Make appropriate inquiries of management and the Chief Audit Executive to determine whether there is inappropriate scope or resource limitations.
- The Chief Audit Executive will have unrestricted access to, and communicate and interact directly with, the Resources Board, including in private meetings without management present.

The Chief Audit Executive will report periodically to senior management and the Resources Board regarding:

- The internal audit service's purpose, authority, and responsibility.
- The internal audit service's plan and performance relative to its plan.
- The internal audit service's conformance with The Institute of Internal Auditors' (IIA) Code of Ethics and Standards, and action plans to address any significant conformance issues.
- Significant risk exposures and control issues, including fraud risks, governance issues, and other matters requiring the attention of, or requested by, the Resources Board.
- Results of audit engagements or other activities.
- Resource requirements.
- Any response to risk by management that may be unacceptable to the organisation.

Scope of Internal Audit Activities

The scope of internal audit activities encompasses, but is not limited to, objective examinations of evidence for the purpose of providing independent assessments to the Resources Board, management, and outside parties on the adequacy and effectiveness of governance, risk management, and control processes at the Council. Internal audit assessments include evaluating whether:

- Risks relating to the achievement of the Council's strategic objectives are appropriately identified and managed.

- The actions of the Council's employees and contractors are in compliance with its policies, procedures, and applicable laws, regulations, and governance standards.
- The results of operations or programs are consistent with established goals and objectives.
- Operations or programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact the organisation.
- Information and the means used to identify, measure, analyse, classify, and report such information are reliable and have integrity.
- Resources and assets are acquired economically, used efficiently, and protected adequately.

The Chief Audit Executive coordinates activities, where possible, and considers relying upon the work of other internal and external assurance and consulting service providers as needed. The internal audit service may perform advisory and related client service activities, the nature and scope of which will be agreed with the client, provided the internal audit service does not assume management responsibility.

Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.

Responsibility of Chief Audit Executive

The Chief Audit Executive has the responsibility to:

- Submit to the Resources Board, a risk-based internal audit plan for review and approval.
- Communicate to senior management and the Resources Board the impact of resource limitations on the internal audit plan.
- Review and adjust the internal audit plan, as necessary, in response to changes in the organisation's business, risks, operations, programmes, systems, and controls.
- Communicate to senior management and the Resources Board any significant interim changes to the internal audit plan.
- Ensure each engagement of the internal audit plan is executed, including the establishment of objectives and scope, the assignment of appropriate and adequately supervised resources, the documentation of work programs and testing results, and the communication of engagement results with applicable conclusions and recommendations to appropriate parties.
- Follow up on engagement findings and corrective actions, and report periodically to senior management and the Resources Board any corrective actions not effectively implemented.

- Ensure the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensure the internal audit service collectively possesses or obtains the knowledge, skills, and other competencies needed to meet the requirements of the internal audit charter.
- Ensure trends and emerging issues that could impact the organisation are considered and communicated to senior management and the Resources Board as appropriate.
- Ensure emerging trends and successful practices in internal auditing are considered.
- Establish and ensure adherence to policies and procedures designed to guide the internal audit service.
- Ensure adherence to the organisation's relevant policies and procedures, unless such policies and procedures conflict with the internal audit charter. Any such conflicts will be resolved or otherwise communicated to senior management and the Resources Board.
- Ensure conformance of the internal audit service with the Standards, with the following qualifications:
 - If the internal audit service is prohibited by law or regulation from conformance with certain parts of the Standards, the Chief Audit Executive will ensure appropriate disclosures and will ensure conformance with all other parts of the Standards.
 - When the Standards are used in conjunction with requirements issued by the Chartered Institute of Public Finance and Accountancy (CIPFA), the Chief Audit Executive will ensure that the internal audit service conforms with the Standards, even if the internal audit service also conforms with the additional requirements of CIPFA.

Quality Assurance & Improvement Programme (QAIP)

The internal audit service will maintain a quality assurance and improvement programme that covers all aspects of the internal audit service. The program will include an evaluation of the internal audit service's conformance with the Standards and an evaluation of whether internal auditors apply The IIA's Code of Ethics. The program will also assess the efficiency and effectiveness of the internal audit service and identify opportunities for improvement.

The Chief Audit Executive will communicate to senior management and the Resources Board on the internal audit service's quality assurance and improvement programme, including results of internal assessments (both on-going and periodic) and external assessments conducted at least once every five years by a qualified, independent assessor or assessment team from outside the organisation.

Agenda Item No 8

Resources Board

16 March 2026

**Report of the Interim Corporate Director
of Resources (Section 151 Officer)**

**North Warwickshire BC – Risk
Management Report**

1 Summary

- 1.1 The purpose of this report is to present an update by RSM of the Council's Strategic Risk register and Heat Map.

Recommendation to the Board

- a That the Annual Controls Effectiveness Assessment 2025/26 (Appendix A) is noted; and**
- b That the update to the Strategic Risk Register (Appendix B) is noted.**

2 Background

- 2.1 At its meeting on 1 July 2025 this Board considered both an internal audit report on risk management as well as an introduction to RSM and a report setting out the new strategy for risk management.
- 2.2 At its meetings on 1 December 2025 and 26 January 2026 the Board received an updated risk register, agreeing that the register should be updated at each of its meetings during the year.

3 Report

- 3.1 RSM's Annual Controls Effectiveness Assessment 2025/26 is attached at **Appendix A** and the updated Risk Register is at **Appendix B**. RSM will present their report at Board.
- 3.2 The report is a management self-assessment with RSM providing check and challenge on the effectiveness of the key internal control environment for managing strategic risks.
- 3.3 This is the first annual assessment of the Council's new approach and strategic risk register. It shows good progress has been made in starting to embed the process, but highlights the need to review and revisit regularly with reporting then back to Board

3.4 This is very well highlighted by the risks starting to emerge from the conflict in the Middle East. This was discussed at Management Team on Tuesday with the impacts on Financial Stability through potential increases in Fuel costs and the likelihood of increasing Cyber-attacks.

3.5 We will discuss at Board and will look to formally update the risk register as more information becomes available.

4 **Report Implications**

Finance and Value for Money Implications

4.1 There are no direct financial implications arising from this report.

Legal, Data Protection and Human Rights Implications

4.2 There are no direct legal implications arising from this report.

The Contact Officer for this report is Paul Sutton (715341).

5 **Appendices**

5.1 **Appendix A** – Annual Controls Effectiveness Assessment 2025/26

5.2 **Appendix B** – Strategic Risk Register

Background Paper No	Author	Nature of Background Paper	Date
N/A			

**North Warwickshire Borough Council
Strategic Risk Register - Annual Controls Effectiveness Assessment (FY 2025/26)**

1. Background

1.1 Ensuring the on-going effectiveness of the key internal control environment for the purpose of managing the Council's strategic risks is incumbent on those charged with Governance at the Council. In doing so, the Council is able to demonstrate that it is protecting public funds, resources and assets as well as staff, customer and wider stakeholder interests.

2. Introduction

2.1 The controls effectiveness assessment took the form of a management self-assessment to determine if the strategic risk controls are operating effectively, partially effectively or not effectively. RSM facilitated a 'check and challenge' conversation with risk owners to achieve this. In doing so RSM also considered progress of strategic risk actions as well as discussing any new actions.

2.2 In judging the effectiveness of a control, management were asked to consider whether:

- the control actually existed;
- the control was consistently applied; and
- the control did what it was meant to do.

2.3 Furthermore, management were asked to confirm in making their assessment of controls that in all cases this could be supported by evidence if required.

2.4 It should be recognised that the management self-assessment of the strategic risk controls provides what might be considered a first line of assurance, with the RSM 'check and challenge' providing an additional overlay.

2.5 This assurance, however, is not necessarily as reliable as that of Internal Audit. They will undertake a much more detailed evidence-based review of the controls, following defined professional standards. Thus, the management assessment of controls has a wider coverage, whereas Internal Audit a more targeted and deeper review.

2.6 This is a **management** assessment of controls effectiveness. When compared with:

- the findings of Internal Audit;
- discussions at Resources Board to date on matters;
- wider discussions with management; and
- when compared with the outputs of the same exercise in similar councils

it is felt that the overall assessment of controls effectiveness is, in our view, more positive than might be expected in the circumstances. That said, the Council's management recognise that the risk environment remains high, due to both external and internal factors, despite largely effective controls and this is recognised in the number of actions that are being pursued to improve the management of risk as identified in the Strategic Risk Register. We expect that as the strategic risk management approach embeds, the outputs will be further refined and honed. To some extent this is recognised in feedback from management during this last strategic risk management intervention where it was said "*I'm finding it really useful to have these risks documented and regularly re-visit them*".

**North Warwickshire Borough Council
Strategic Risk Register - Annual Controls Effectiveness Assessment (FY 2025/26)**

3. Executive Summary

- 3.1 An assessment of the effectiveness of the strategic risk controls has been completed. This covered all 14 strategic risks.
- 3.2 Only one control was assessed as being not effective.
- 3.3 117 controls were assessed in the context of the strategic risks, with 108 of the strategic risk controls (equivalent to 93% of the total controls) being assessed as effective. The remainder being assessed as partially effective (8) and not effective (1).
- 3.4 New controls identified that were still embedding were excluded from the assessment.
- 3.5 Nine new actions were identified, making a total of 33 actions that are now being progressed by management. 11 actions were removed as the actions had been implemented.
- 3.6 There was one change made to a residual risk score (Risk SR0013) where the impact was reduced from 3 to 2.
- 3.7 A summary is provided below:

Strategic Risk	Effective	Partially Effective	Not Effective	% Effective	Actions	Previous Actions	Note
1. Material Health & Safety/Well-being/Regulatory breach	4	1	1	66.7	3	5	Action removed as implemented
2. Unable to access business-critical IT systems	9	1	0	90	2	3	Two actions removed as implemented. Action added. Two controls added
3. Material Safeguarding failure	7	0	0	100	0	2	Actions removed as implemented. New control added
4. Financial instability / Ineffective financial management	8	4	0	66.7	6	3	Actions added.
5. Unable to maintain and build organisational capacity and capability	11	2	0	85	4	4	
6. Material Governance Failure	12	0	0	100	6	4	Actions added
7. Ineffective major incident response / insufficient continuity arrangements	6	0	0	100	2	5	Actions removed as implemented. New control added

**North Warwickshire Borough Council
Strategic Risk Register - Annual Controls Effectiveness Assessment (FY 2025/26)**

Strategic Risk	Effective	Partially Effective	Not Effective	% Effective	Actions	Previous Actions	Note
8. Failing in the delivery of / not leveraging benefits from the Council's Leisure Project	8	0	0	100	1	1	
9. Failure to deliver the expected benefits from Major Service Transformation Projects	6	0	0	100	3	2	Action added. Two controls delated as no longer considered key
10. Failure to prepare for / leverage from Local Government Reorganisation	11	0	0	100	1	3	Actions removed as implemented. New control added.
11. Failure to deliver a compliant Local Plan	6	0	0	100	3	3	One control deleted
12. Not effectively responding to regulatory changes (for example housing needs / recycling/net zero)	6	0	0	100	1	0	Action added
13. Ineffectiveness of current and future commercial ventures, trading and alternative service delivery models involving the Council.	6	0	0	100	0	1	Action removed as implemented
14. Failure to leverage the opportunities of Devolution	8	0	0	100	1	0	Action added. New control added
	108	8	1	93	33	36	

3.8 The Strategic Risk Register including controls effectiveness assessment accompanying this report as an appendix expands on the above, providing details of the assessment outcomes for each strategic risk.

4. Conclusion and recommendation

4.1 The management assessment has confirmed that the strategic risk control environment has in the main been effective for the financial year 2025/26 in the management of the strategic risks.

**North Warwickshire Borough Council
Strategic Risk Register - Annual Controls Effectiveness Assessment (FY 2025/26)**

- 4.2 Further actions have been identified to strengthen the strategic risk controls by management where it is considered appropriate to do so and particularly where controls have been assessed as partially effective or not effective.
- 4.3 The outcomes from the Controls Effectiveness assessment can be used to inform the Council's Annual Governance Statement for financial year 2025/26.

The Resources Board are recommended to ask any relevant questions and make any observations that they believe are reasonable and valid with regards to the Strategic Risk Register controls effectiveness assessment.

5. Next Steps

- 5.1 It is intended that a thorough review of the strategic risks and controls will be undertaken during the first quarter of 2026 /27.

The outcomes of the above will be reported at a future meeting of the Council's Resources Board.

Separate Appendices:

NWBC Strategic Risk Register – Controls Effectiveness

Strategic Risk Register - Controls Effectiveness



Generated Date	02 Mar 2026 17:24
Risk Criteria	
Project	Risk Register
Risk Area	Strategic
Control Criteria	
Project	Risk Controls



Strategic							
Prefix	Risk Details	Inherent Risk Score (IxL)	Control Detail	Control Effectiveness	Residual Risk Score (IxL)	Residual Direction of Travel	Actions Detail
SRR0001	<p>Title: Material Health & Safety/Well-being/Regulatory breach Description: 'There is a risk of significant health & safety, well-being or regulatory breach due ineffective arrangements, insufficient knowledge and resources, non-adherence with policies and procedures, inadequate risk assessment, poor training or human error leading to harm to service users, reputational damage and regulatory intervention'. Risk Owner: Kerry Drakeley Risk Appetite: Averse Primary Corporate Objectives 2026: Safe, Liveable, Locally Focussed communities. Secondary Corporate Objectives 2026: Prosperous, active and healthy.</p>	High (5:5=25)	Council Health & Safety Policy and procedures in place and including roles & responsibilities in respect of health & safety - made accessible to staff and included as part of induction for all new starters.	Effective	High (5:3=22)	=	<p>Detail: Learning from adverse events/incidents to be strengthened Current Target : 30 Jun 2026</p> <hr/> <p>Detail: Health & Safety system to be considered Current Target : 30 Jun 2026</p> <hr/> <p>Detail: Strengthen process and support for monitoring and responding to risk assessments Current Target : 30 Jun 2026</p>
			Health & Safety expertise is in place to provide safety advice and coordinate health and safety activities (policy, procedures, communications, initiatives etc) and membership of Regional H&S groups, receiving national updates from HSE and LGA practitioners.	Effective			
			Programme of Health & Safety audits with outcomes reported and actions monitored. Resources now in place to restart programme of H&S audits.	Not Effective			
			Monitoring of accidents and incidents with identification of trends and reporting to Full Resources Board and Council H&S groups. Refreshed roles and membership of the Strategic Health and Safety Group and the Health and Safety Working Party.	Effective			
			H&S Training Matrix for each department. Corporate training plan includes IOSH Managing Safely Training for all managers and IOSH Leading Safely for senior leaders.	Partially Effective			
			Risk assessments and safe systems of work managed departmentally to ensure appropriate risk controls are in place or to be implemented.	Effective			
SRR0002	<p>Title: Unable to access business-critical IT systems Description: 'There is a risk that the Council may be unable to access business-critical digital systems or lose data due to a successful cyber-attack due, weak controls, inadequate training and outdated systems leading to inability to deliver service, financial loss and reputational damage'. Risk Owner: Trudi Barnsley Risk Appetite: Averse Primary Corporate Objectives 2026: Efficient and sustainable organisation Secondary Corporate Objectives 2026:</p>	High (5:5=25)	Up to date and effective IT Security Policy in place / communicated to staff	Partially Effective	High (5:3=22)	=	<p>Detail: Review of IT Security Policy arrangements Current Target : 30 Jun 2026</p> <hr/> <p>Detail: Provide IT Training/Briefing for Members Current Target : 30 Sep 2026</p>
			Cyclical mandated IT and cyber security and data protection training provided to all staff (now including requirement for 75% minimum pass-rate on training) annually for all staff and as part of induction for new starters	Effective			
			Defined roles and responsibilities in relation to cyber security with an IT security lead annually for all staff and as part of induction for new starters	Effective			
			Regular communications, reminders and updates to staff in connection with cyber risk	Effective			
			Programme for continuous updating/ installation of software (including firewall) and new hardware etc.	Effective			
			Regular reporting and monitoring of IT security/cyber incidents, lesson learned and remedial plans produced and actioned.	Effective			
			Engagement with national organisations to ensure ongoing learning of threats and prevention.	Effective			
			Major incident plan has been updated	Effective			
			Disaster Recovery arrangements in place with annual testing	Effective			
			A managed firewall in place	Effective			
			Schedule for security patches and anti-virus implemented	New Control			
			Hybrid back up system in place to deliver speedier back-ups on site	New Control			
			Council plan to obtain cyber essentials evidence and accreditation and DR plans for hosted/cloud-based systems and will be included in procurement of new systems new systems	New Control			



Prefix	Risk Details	Inherent Risk Score (IxL)	Control Detail	Control Effectiveness	Residual Risk Score (IxL)	Residual Direction of Travel	Actions Detail
SRR0003	<p>Title: Material Safeguarding failure Description: 'There is a risk of a major safeguarding failure due to failure to adhere to established policies and procedures leading to harm to service users and reputational damage'. Risk Owner: Angela Coates Risk Appetite: Averse Primary Corporate Objectives 2026: Safe, Liveable, Locally Focussed communities. Secondary Corporate Objectives 2026: Prosperous, active and healthy.</p>	High (4:4=21)	<p>Safeguarding Policy and Procedure / communicated to staff.</p> <p>Cyclical and mandated staff core safeguarding training supplemented by briefings at Team Meetings and training in areas such as Modern-Day Slavery, Domestic Abuse and Suicide Prevention. Safeguarding Training included at induction.</p> <p>Four safeguarding leads in place (two for adults, two for children). Use of, and referral to, safeguarding leads is regularly and strongly encouraged</p> <p>Regular reporting on safeguarding, including an annual report and learning from incidents, complaints and near-misses and improvement plan produced by Partnership Boards (Adult and Children Boards) and '7-minute briefings' on Warwickshire County Council website.</p> <p>Active engagement with both Adult and Children Safeguarding Boards and partnership arrangements, systems and learning.</p> <p>DBS checks when required undertaken in connection with staff and contractors.</p> <p>Defined roles and responsibilities in relation to safeguarding included in all job descriptions.</p> <p>Case Tracking arrangements now in place</p> <p>Reports from Partnership Boards are shared with Members on an annual basis</p>	<p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>New Control</p> <p>Effective</p>	Medium/High (4:2=14)	=	
SRR0004	<p>Title: Financial instability / Ineffective financial management Description: 'There is a risk that organisation may experience financial instability and ineffective financial management due to poor financial planning, financial systems and financial control or fraud resulting in loss of confidence, inability to continue to provide quality services and regulatory intervention'. Risk Owner: Paul Sutton Risk Appetite: Cautious Primary Corporate Objectives 2026: Efficient and sustainable organisation Secondary Corporate Objectives 2026: Prosperous, active and healthy.</p>	High (4:4=21)	<p>Medium Term Financial Plan supported by relevant policies. Director of Resources discusses MTFS informally with Leaders Group (Chairs of Committees) regularly</p> <p>Budget management routines including regularly meetings between finance team and budget holders.</p> <p>Regular financial reporting through to SMT / Resources Board and all committees. System currently preventing delivery</p> <p>Roles and responsibilities in connection with financial decisions / transactions are defined – all decisions are assessed for financial risk / implications.</p> <p>Scheme of Delegation in place.</p> <p>Financial Regulations in place and regularly reviewed and updated.</p> <p>Financial training for all finance staff and budget holders (at induction and on-going).</p> <p>NWBC membership of Pixel and LG Futures Network (provides intelligence and assists with forecasting for the MTFS)</p> <p>Contract Standing Orders in place</p> <p>The Councils current Financial Standing is strong, due to the significant level of reserves held. This is recognised in the external auditors Annual Audit Report.</p> <p>Anti-Fraud and corruption Policy</p> <p>Arrangement with Derby City Council to provide fraud investigation for all areas of fraud</p>	<p>Effective</p> <p>Partially Effective</p> <p>Partially Effective</p> <p>Effective</p> <p>Effective</p> <p>Partially Effective</p> <p>Partially Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p>	Medium/High (4:2=14)	=	<p>Detail: Updating of Financial Regulations (April 2026 completion date) Current Target : 31 Mar 2026</p> <p>Detail: Ensure Internal Audit Recommendations are implemented Current Target : 31 Mar 2026</p> <p>Detail: Resolve the issues with the new finance system and restart reporting Current Target : 30 Apr 2026</p> <p>Detail: Reintroduce Budget Management and Monitoring processes Current Target : 30 Jun 2026</p> <p>Detail: Re-engage with Budget Holders and provide required training Current Target : 30 Jun 2026</p> <p>Detail: Anti- Fraud and Corruption Policy to be reviewed Current Target : 30 Jun 2026</p>



Prefix	Risk Details	Inherent Risk Score (IxL)	Control Detail	Control Effectiveness	Residual Risk Score (IxL)	Residual Direction of Travel	Actions Detail
SRR0005	<p>Title: Unable to maintain and build organisational capacity and capability</p> <p>Description: 'There is a risk that we are unable to maintain and build our organisational capacity, including at Senior Leadership level, to deliver our corporate objectives due to marketplace competition and skills shortages and being seen as a sufficiently attractive employer leading to deterioration of service quality and user experience and increased costs'.</p> <p>Risk Owner: Kerry Drakeley</p> <p>Risk Appetite: Open</p> <p>Primary Corporate Objectives 2026: Efficient and sustainable organisation</p> <p>Secondary Corporate Objectives 2026:</p>	High (4:4=21)	<p>HR Strategy in place and monitored by appropriate committee/officers</p> <p>HR Policies and Procedures in place</p> <p>Corporate Training Plan in place informed by Annual Needs Assessment which is derived from staff appraisals</p> <p>Alternative service provision options considered/explored as appropriate (for example use of agency workers, buying in services/sharing posts, etc)</p> <p>HR Committee/Special Sub-Group receive twice yearly HR update report which includes dashboard data.</p> <p>Joint Negotiation Forum (JNF) with Unions in place</p> <p>Annual appraisal and staff development plans in place for all staff completion with outcomes subject to monitoring and review (No current digital HR System in place).</p> <p>All new posts/structure changes subject to Business Case and go through Management Team, JNF and Special Sub-Group</p> <p>Market Supplements used in 'hard to recruit/retain' areas</p> <p>Apprenticeships scheme in place in areas such as Housing Direct Works & Transport</p> <p>Use of 'Career Graded' posts, in areas such as Planning Enforcements and Finance</p> <p>Annual staff survey with outcomes reported to Management Team and Divisions with summary to HR Committee/Special Sub-Group. Action points identified by Divisions</p> <p>Access to / use of specialists to support initiatives as required (build out additional capacity).</p>	<p>Partially Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Partially Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p>	Medium/High (4:3=18)	=	<p>Detail: HR Strategy to be updated. Current Target : 30 Jun 2026</p> <p>Detail: Talent Management Strategy/Succession Planning to be developed and incorporated within updated HR Strategy Current Target : 30 Jun 2026</p> <p>Detail: Senior Management Team restructure to be finalised and agreed by Members Current Target : 30 Jun 2026</p> <p>Detail: Digital HR System to be implemented. Current Target : 31 Mar 2027</p>
SRR0006	<p>Title: Material Governance Failure</p> <p>Description: 'There is a risk of a major governance failure due to ineffective or poorly understood governance processes or failure to adhere to processes leading to poor or ultra vires decisions being made, stakeholder dissatisfaction and reputational damage.'</p> <p>Risk Owner: Sofia Ali</p> <p>Risk Appetite: Averse</p> <p>Primary Corporate Objectives 2026: Efficient and sustainable organisation</p> <p>Secondary Corporate Objectives 2026:</p>	High (4:5=23)	<p>Constitution in place (and currently in process of being updated).</p> <p>Monitoring Officer in post</p> <p>Clearly defined governance structure in place.</p> <p>Terms of Reference for all committees (currently in process of being updated).</p> <p>Member and Officer Scheme of delegation in place within Constitution so currently in process of being updated.</p> <p>Governance training provided at induction and cyclical updates, including standards in public life.</p> <p>Committee chairs are sufficiently experienced and trained to fulfil role.</p> <p>Up to date policies and procedures (including Data Protection and Whistleblowing) which are subject to cyclical review and are communicated to staff.</p> <p>Council decisions and recordings of meeting published on Council website</p> <p>The Annual Governance Statement compilation and review.</p> <p>Contract Standing Orders in place</p> <p>Declarations of Interest policy and procedure in place</p>	<p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p>	Medium/High (4:3=18)	=	<p>Detail: Training to be provided to Members in areas such as Licensing and Planning (Monitoring Officer) Current Target : 30 Jun 2026</p> <p>Detail: Annual Committee effectiveness assessment to be introduced. With action plans to address areas of concern. (Monitoring Officer) Current Target : 30 Jun 2026</p> <p>Detail: Implement the recommendations from the Peer review. Current Target : 30 Jun 2026</p> <p>Detail: Implement the recommendations from the Governance Audit Current Target : 30 Jun 2026</p> <p>Detail: Member Development Programme to be introduced (currently being drafted) Current Target : 30 Jun 2026</p> <p>Detail: Complaints Policy & Procedure with associated training to be drafted to comply with the requirements of the Data Use and Access act 2025 Current Target : 30 Jun 2026</p>



Prefix	Risk Details	Inherent Risk Score (IxL)	Control Detail	Control Effectiveness	Residual Risk Score (IxL)	Residual Direction of Travel	Actions Detail
SRR0007	<p>Title: Ineffective major incident response / insufficient continuity arrangements</p> <p>Description: 'There is a risk that we fail to respond effectively to a major incident due to ineffective continuity arrangements leading to service disruption, unexpected rectification costs and reputational damage'</p> <p>Risk Owner: Steve Maxey</p> <p>Risk Appetite: Averse</p> <p>Primary Corporate Objectives 2026: Safe, Liveable, Locally Focussed communities.</p> <p>Secondary Corporate Objectives 2026: Sustainable growth, protected rurality.</p>	High (4:4=21)	<p>Revised Major Emergency Plan in place</p> <p>Experienced officers who have dealt with 'real world' incidents – COVID, Operation London Bridge, Flooding</p> <p>Easier flexible contact arrangements due to mobile/agile working arrangements</p> <p>Attendance/involvement in the multi-agency arrangements – LRF strategic and tactical groups and working groups</p> <p>Business interruption/continuation plan in place as part of Regular Physical Risk</p> <p>The Council's key systems, records, and plans are regularly maintained, backed up as appropriate / stored securely, with appropriate security and protection measures in place e.g. security personnel, access restrictions, alarms, fireproofing, fire suppression systems etc.</p> <p>Regular Emergency Planning training in place (from February 2026)</p>	<p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>New Control</p>	Medium/High (4:2=14)	=	<p>Detail: Continue to implement draft Business Continuity Plans, core incident response plan and playbooks for various scenarios</p> <p>Current Target : 31 May 2026</p> <p>Detail: Remaining Business Continuity Plans to be updated (timescales and target date to be agreed)</p> <p>Current Target : 31 Dec 2026</p>
SRR0008	<p>Title: Failing in the delivery of / not leveraging benefits from the Council's Leisure Project</p> <p>Description: 'There is a risk that the Council may fail to deliver the expected benefits from its Leisure Project due to poor planning, delivery and governance of the project leading to poor value for money, stakeholder and user dissatisfaction and reputational damage.'</p> <p>Risk Owner: Mike Brown</p> <p>Risk Appetite: Cautious, Open</p> <p>Primary Corporate Objectives 2026: Prosperous, active and healthy.</p> <p>Secondary Corporate Objectives 2026:</p>	High (5:5=25)	<p>Clearly defined project initiation and approval processes i.e. business case, budget availability / funding, PID, project plan etc</p> <p>Good project management practices followed and available in form of tools, templates and guides (easily located and accessible for staff involved)</p> <p>Project management roles and responsibilities are defined.</p> <p>Access to and use of Third-Party specialists / advisors.</p> <p>Project and initiative review process in place and applied in form of gateway style review across lifetime of project.</p> <p>Monitoring and reporting on project progress / outcomes via appropriate route / board and or committees with oversight.</p> <p>Member Working Party in place</p> <p>Project tracker in place. Shared monthly with Management Team; Leisure Working Group; Strategic Leisure Project Group; and Leaders Group</p>	<p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p>	Medium/High (5:2=19)	=	<p>Detail: Keep Leisure Governance Risk Register and Action Plan under review (ongoing)</p> <p>Current Target : 31 Dec 2026</p>
SRR0009	<p>Title: Failure to deliver the expected benefits from Major Service Transformation Projects</p> <p>Description: 'There is a risk that the Council may fail to deliver the expected benefits and learn the lessons from major service transformation projects due to poor planning, delivery and governance of the project leading to poor value for money, stakeholder and user dissatisfaction and reputational damage.'</p> <p>Risk Owner: Trudi Barnsley</p> <p>Risk Appetite: Open</p> <p>Primary Corporate Objectives 2026: Efficient and sustainable organisation</p> <p>Secondary Corporate Objectives 2026:</p>	High (4:4=21)	<p>Transformation identified within service plans with specific section on transformation</p> <p>Council transformation framework exists which identifies key arrangements and mechanism to enable initiation, activation, implementation of transformation initiatives, review of outcomes and sharing of lessons learned.</p> <p>Digital transformation budget included within capital budget (including exploration of external funding)</p> <p>Oversight of Transformation by Executive Board to ensure clarity of priorities for the Council, with regular review of progress (Annual Report to Executive Board and bi-annual report to Management Team)</p>	<p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p>	Medium/High (4:2=14)	=	<p>Detail: Structured approach to project identification, management, delivery and post-implementation review in the process of being implemented</p> <p>Current Target : 30 Jun 2026</p> <p>Detail: ICT Strategy to be developed</p> <p>Current Target : 30 Sep 2026</p> <p>Detail: Identify other staff who require training in Change Management</p> <p>Current Target : 31 Dec 2026</p>



Prefix	Risk Details	Inherent Risk Score (IxL)	Control Detail	Control Effectiveness	Residual Risk Score (IxL)	Residual Direction of Travel	Actions Detail
SRR0010	<p>Title: Failure to prepare for / leverage from Local Government Reorganisation</p> <p>Description: There is a risk that the Council will fail to adequately prepare for, or leverage the benefits for residents from, Local Government Reorganisation due to lack of engagement with the process, lack of engagement with key stakeholders and insufficient capacity and capability in the form of staffing, knowledge and experience leading to sub-optimal outcomes and, missed opportunities. In addition there is a risk that the Council becomes distracted and business as usual suffers due to the capacity requirements of LGR, loss of staff, effect on the business case for changes ahead of LGR</p> <p>Risk Owner: Steve Maxey</p> <p>Risk Appetite: Open</p> <p>Primary Corporate Objectives 2026: Sustainable growth, protected rurality.</p> <p>Secondary Corporate Objectives 2026: Sustainable growth, protected rurality.</p>	Medium/High (4:3=18)	<p>Cross party Member Working Group to discuss position and emerging issues</p> <p>Working arrangements, including consideration of transition arrangements, with the other District/Borough Councils, and with the County Council with regular meetings with Leaders and Chief Executives.</p> <p>Workshops with the LGA and District Councils Network</p> <p>Meeting with MHCLG officials</p> <p>Commission of consultants (Deloittes and Connect PA) to assist with the work</p> <p>Regular briefings to staff particularly on the need to focus on business-as-usual message</p> <p>Regular meetings with MPs</p> <p>Weekly meetings with other District/Borough Chief Executives</p> <p>Continuing to engage stakeholders on proposals such as NW Town & Parish Area Committee, MPs and West Midlands Combined Mayor</p> <p>Chief Executives meeting to discuss transition/implementation work (from 30 January 2026)</p> <p>Continuing to engage stakeholders on proposals such as NW Town & Parish Area Committee, MPs and West Midlands Combined Mayor</p> <p>Detailed Transitional Plan in place with Chief Executives identified for each workstream</p>	<p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>New Control</p>	Medium/High (4:2=14)	=	<p>Detail: Consider a specific LGR HR strategy</p> <p>Current Target : 31 May 2026</p>
SRR0011	<p>Title: Failure to deliver a compliant Local Plan</p> <p>Description: 'There is a risk of failure to deliver a compliant Local Plan due to lack of experience, knowledge and resources within the Council leading to increased appeals resulting in resource waste, sub-optimal growth of the borough, potential legal / additional costs and reputation damage amongst stakeholders'.</p> <p>Risk Owner: Nick Fenwick</p> <p>Risk Appetite: Averse</p> <p>Primary Corporate Objectives 2026: Sustainable growth, protected rurality.</p> <p>Secondary Corporate Objectives 2026: Prosperous, active and healthy.</p>	High (4:5=23)	<p>Project plan development to provide delivery visibility with the agreed timescale</p> <p>Clear & agreed community transformation objectives</p> <p>Programme Board (reporting to Executive) and Strategic Board in place</p> <p>Interim Corporate Director of Place to provide extra resource and corporate focus</p> <p>Emerging Issue and Options paper (first stage of the Local Plan review process) agreed by Members and now being consulted on</p> <p>Regular meetings with Members on the issues and programme</p>	<p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p>	Medium/High (4:3=18)	=	<p>Detail: Consultation responses will be collated and reported to Members in the Spring with a view to the Regulation 19 consultation taking place in the Spring/ Summer</p> <p>Current Target : 30 Jun 2026</p> <p>Detail: Recruitment to Forward Planning and Economic Development Manager post ongoing</p> <p>Current Target : 30 Jun 2026</p> <p>Detail: A restructure for the Forward Planning team to ensure there is sufficient resource is being considered. Interim resources have already been deployed to assist</p> <p>Current Target : 30 Jun 2026</p>
SRR0012	<p>Title: Not effectively responding to regulatory changes (for example housing needs / recycling/net zero)</p> <p>Description: 'There is a risk that we fail to respond effectively to changes in regulation due to lack of awareness or incorrect interpretation of changes leading to regulatory intervention and reputational damage.'</p> <p>Risk Owner: Sofia Ali</p> <p>Risk Appetite: Averse</p> <p>Primary Corporate Objectives 2026: Safe, Liveable, Locally Focussed communities.</p> <p>Secondary Corporate Objectives 2026: Prosperous, active and healthy.</p>	High (5:5=25)	<p>Departments undertake regular horizon scanning for new legislation.</p> <p>Monitoring Officer in place.</p> <p>Regular reporting on breaches of legislation/regulations produced by Monitoring Officer and reported to Management Team and Board.</p> <p>Attendance at events (CIPFA, AEA, ADSO, SOLACE/LGA).</p> <p>LGA links and wider networks used to raise awareness of legislative and regulatory changes.</p> <p>Regular updates to colleagues including Data Protection/Data Security updates produced via Newsletters, etc. provided by Monitoring Officer</p> <p>Power BI in place to improver visibility and awareness of legislative changes</p>	<p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>New Control</p>	Medium/High (5:2=19)	=	<p>Detail: Quarterly data breaches and near misses report by Department to be introduced for Management Team</p> <p>Current Target : 30 Jun 2026</p>



Prefix	Risk Details	Inherent Risk Score (IxL)	Control Detail	Control Effectiveness	Residual Risk Score (IxL)	Residual Direction of Travel	Actions Detail
SRR0013	<p>Title: Ineffectiveness of current and future commercial ventures, trading and alternative service delivery models involving the Council.</p> <p>Description: 'There is a risk that the Commercial Ventures, trading and alternative service delivery models the Council is involved and may enter into in the future will be ineffective due to poor governance and monitoring arrangements, lack of clarity regarding expected benefits and failure to learn the lessons from previous projects leading to poor value for money, impact on service users and reputational damage'</p> <p>Risk Owner: Mike Brown</p> <p>Risk Appetite: Open</p> <p>Primary Corporate Objectives 2026: Prosperous, active and healthy.</p> <p>Secondary Corporate Objectives 2026: Prosperous, active and healthy.</p>	High (5:3=22)	<p>Lessons Learned from commercial ventures are identified and used when considering further opportunities</p> <p>Board representation is appropriate with suitably knowledgeable and experienced individuals and conflicts of interest being effectively managed. [Assurance - Governance review of Recycling Company</p> <p>Benefits analysis undertaken prior to entering into commercial ventures (and on exit).</p> <p>SMART Key Performance Indicators in place in relation to commercial ventures (including collaborations and partnerships) with regular monitoring and reporting channels back into the Council.</p> <p>Existing partnerships and collaborations identified and are subject to review to ensure that they are effective including their governance structure, including Partnership and Collaboration agreements in place.</p> <p>Evaluation Framework in place for assessment commercial ventures, trading and alternative service delivery models</p>	<p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p>	Medium/High (5:2=19)	▼	
SRR0014	<p>Title: Failure to leverage the opportunities of Devolution</p> <p>Description: 'There is a risk that the Council will fail to leverage the benefits from Devolution due to lack of engagement with the process, lack of engagement with key stakeholders and insufficient capacity and capability in the form of staffing, knowledge and experience leading to sub-optimal outcomes and, missed opportunities'.</p> <p>Risk Owner: Steve Maxey</p> <p>Risk Appetite: Open</p> <p>Primary Corporate Objectives 2026: Prosperous, active and healthy.</p> <p>Secondary Corporate Objectives 2026: Sustainable growth, protected rurality.</p>	Medium/High (4:3=18)	<p>Cross party Member Working Group to discuss position and emerging issues</p> <p>Working arrangements, including consideration of transition arrangements, with the other District/Borough Councils, and with the County Council with regular meetings with Leaders and Chief Executives.</p> <p>Workshops with the LGA and District Councils Network</p> <p>Meeting with MHCLG officials</p> <p>Commission of consultants (Deloitte and Connect PA) to assist with the work</p> <p>Regular briefings to staff particularly on the need to focus on business-as-usual message</p> <p>Regular meetings with MPs</p> <p>Weekly meetings with other District/Borough Chief Executives</p> <p>Continue to engage with regional stakeholders</p>	<p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>Effective</p> <p>New Control</p>	Medium/High (4:2=14)	=	<p>Detail: Develop and lobby for Spatial Planning and Foundational Strategy Planning with neighbouring Strategic Authorities which work for best interests of Warwickshire residents'</p> <p>Current Target : 31 Mar 2026</p>

Agenda Item No 9

Resources Board

16 March 2026

Report of the Director of Housing

Implementation of Renters Right Act 2025

1 Summary

- 1.1 This report submits a revised Enforcement Policy which seeks to provide for robust and fair regulation of Houses in Multiple Occupation and other housing in the private rented sector.

Recommendation to the Resources Board

- a That the Board approves the revised House in Multiple Occupation Licence Conditions;
- b Approves the updated Environmental Health and Private Sector Housing Enforcement Policy and Civil Penalty Policy (effective from 1 May 2026); and
- c Grants delegated authority to Corporate Directors to make minor amendments to the Enforcement Policy.

2 Introduction

- 2.1 At its meeting on 26th January 2026 the Resources Board considered implications of the Renter's Rights Act for the Council. The primary direction of the legislation is for Local Authorities to enforce landlord legislation applicable to the private sector tenanted housing stock – including Houses in Multiple Occupation.

The Housing Options and Private Sector Housing Team deliver the following functions affected by the new Act:

- Licensing and enforcement in Houses in Multiple Occupation (HMOs)
 - Unlawful eviction & tenancy advice
 - Property standards
- 2.2 Adoption of the policies below is required for the Council to meet its duties under the Act whilst enabling greater regulations of HMO's and protection of tenants:
- HMO Licence Conditions
 - Updated Environmental Health and Private Sector Housing Enforcement Policy
 - Civil Penalty Policy

- 2.3 The following provides a summary of the changes taking effect 1 May 2026 under the Renter's Right Act:
- Abolish Section 21 'no fault' evictions
 - Introduces Assured Periodic Tenancies in the private rented sector meaning an end to fixed term agreements.
 - Reformed possession grounds so they are fair for both parties
 - Limit rent increases to once a year
 - Make it illegal to discriminate against renters with children or on benefits
 - Require landlords to consider tenant requests for pets to be allowed
 - Strengthen council enforcement and a new requirement for Councils to report on enforcement activity.

Further measures will be introduced nationally at a later date include:

- Private Rented Sector Database – landlords will need to register every property and pay an annual fee. A portion of this will be paid annually to Council's.
 - Private Rented Sector Ombudsman
 - Rollout of Awaab's Law and Decent Homes Standard to PRS
- 2.4 The proposed HMO Licence Conditions (**Appendix 1**) are being updated to ensure compliance with the new statutory duties and offences under the new Act. They will provide our licensed HMO's with:
- Better and more consistent standards
 - Strengthened management expectations, response timeframes and audit
 - Updated assured tenancy model issued under the Renters Right Act
- 2.5 The Council will utilise the updated Environmental Health and Private Sector Housing Enforcement Policy (**Appendix 2**) to implement the improved HMO licence conditions, Civil Penalty Policy and associated Private Sector Housing Enforcement Procedures.

It is recommended Corporate Directors be granted delegated authority to make minor amendments to the Enforcement Policy to allow for updates and additional Regulations yet to take effect.

- 2.6 The Civil Penalty Policy (**Appendix 3**) introduces the proposed charging structure for housing offences. The proposed penalties are directed Statutory Guidance however the Council needs to state its policy position transparently so that officers have authority to act and any challenge can receive a robust response.
- 2.7 Staff are being briefed and trained to ensure the Council is able to meet its statutory duties once the legislation comes into effect and liaison taking place with relevant stakeholders.
- 2.8 Communications to private sector landlords and tenants is being planned locally by the Private Sector Housing Manager. This supports communications which will be provided by Government departments undertaken from April 2026.

3 Report Implications

3.1 Finance and Value for Money Implications

- 3.1.1 Civil penalties can be given to private landlords and whilst there can be no detailed income expectation any income must be ringfenced for functions covering the private rented sector.
- 3.1.2 New Burdens funding for 2026/27 of £29,000 will support some of the implementation. Further annual funding is expected to be received through a proportion of the Private Rented Sector Database from late 2026 to 2027, this income will also be ringfenced for private sector housing.

3.2 Safer Communities Implications

- 3.2.1 There are numerous community Safety improvements achieved by this policy including consumer safety and anti-social behaviour controls limiting impact on residents.

3.3 Legal, Data Protection and Human Rights Implications

- 3.3.2 The Renters' Rights Act requires an update to the HMO licence conditions, Enforcement and Civil Penalty Policies to ensure compliance with the new statutory duties and offences.
- 3.3.3 There will be statutory performance returns to Government which will reflect local performance and allow Ministers to monitor activity at a local level to deliver the Renter's Rights Act provisions.

3.4 Environment, Climate Change and Health Implications

- 3.4.1 The policy will have positive impacts on the environment by fair and proportionate enforcement of relevant legislation such as minimum energy efficiency standards within the private rented sector.

3.5 Human Resources Implications

- 3.5.1 We anticipate that there is sufficient capacity in the Housing Options Team and Private Sector Housing Team for the early implementation of the Act's provisions. The Director of Housing is reviewing that position and will submit proposals to enhance both teams to Corporate Management Team, Special Subgroup and the Resources Board.

3.6 Risk Management Implications

3.6.1 The Council is required to deliver the terms of the Act and will be monitored in its activity. Failure to deliver the new statutory duties on time could undermine confidence in the Council and leave it open to Judicial Review. Enforcement of HMO licence conditions must also be robust to enable protection of residents.

The Contact Officer for this report is Rob Watson on 01827 719369.

Local Government Act 1972 Section 100D, as substituted by the Local Government Act, 2000 Section 97

Background Paper No	Author	Nature of Background Paper	Date

Appendix 1

Standard conditions: HMO licences granted under Part 2 of the Housing Act 2004

Definitions

In these licence conditions:

- “*HMO*” refers to the building or such part of it as is licensed under Part 2 of the Housing Act 2004;
- “*the Council*” and “*the Authority*” interchangeably refer to North Warwickshire Borough Council;
- “*Licence Holder*” refers to: (a) the person to whom the Authority has granted this licence; and (b) from the date of his or her consent, any other person who agrees to comply with the licence restrictions and obligations that follow;
- “*Mandatory Licence Conditions*” refers to conditions that the Authority is obliged to impose under any licence granted under Part 2 Housing Act 2004 by virtue of Schedule 4 of that Act.

Preliminaries

The person to whom this licence is granted is responsible for ensuring compliance with its conditions at all times and remains so whether or not another person has also agreed to be bound by them.

Failure to comply with any of the conditions of this licence is an offence and may be punishable by an unlimited fine or a civil financial penalty of up to £40,000.

Where the conditions in this licence are mandatory under Schedule 4 of the Housing Act 2004, they will be presented in italics.

Licence Holders are expected to be aware of all relevant legislation, including but not limited to:

- The Housing Act 2004
- The Gas Safety (Installation and Use) Regulations 1998
- The Furniture and Furnishings (Fire) (Safety) Regulations 1988
- The Regulatory Reform (Fire Safety) Order 2005
- Smoke and Carbon Monoxide Alarm (England) Regulations 2015
- Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022
- The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

Correspondence

Unless otherwise specified in this licence, any documentation, notifications, or communications required to be submitted to the Council under the conditions of this licence must be communicated either by email at privatesectorhousing@northwarks.gov.uk or by post to North Warwickshire Borough Council, South Street, Atherstone, Warwickshire, CV9 1DE.

This requirement applies to all instances within these licence conditions where there is an obligation to notify, inform, submit, produce or provide documentation to the Council, regardless of how such obligation is expressed.

Occupancy

The maximum number of occupants that may reside in the HMO is [maximum occupants]

The maximum number of households that may reside in the HMO is [maximum households]

Only the rooms listed in the table below can be used as living accommodation where people sleep. The maximum number of people who can occupy each room licensed as living accommodation where people sleep is set out below. Unless specified, any reference to the maximum occupancy of the HMO or a specific room is inclusive of children.

Room	Location	Floor space	Maximum occupants

Licence Conditions

1. Occupancy

The licence holder must ensure that:

- 1.1 The total number of occupants does not exceed that stipulated in the licence
- 1.2 The total number of households does not exceed that stipulated in the licence

- 1.3 The occupancy of any particular room does not exceed the occupancy limit specified in the licence
- 1.4 Only rooms that listed as having a maximum occupancy of greater than zero may be used as living accommodation

2. Provision of licence to occupiers

- 2.1 The Licence Holder must provide a written copy of this licence and all licence conditions to all occupants of the property within 14 days of the issuance of the licence.
- 2.2 The Licence Holder must provide a written copy of this licence and all licence conditions to any new occupants prior to the commencement of any new period of occupation.

3. Gas safety certificate

- 3.1 *If gas is supplied to the property, the Licence Holder must obtain annually a valid CP12 Gas Safety Certificate issued by a Gas Safe registered engineer dated within the last 12 months covering all gas appliances.*
- 3.2 The Licence Holder must annually provide a copy of each new Gas Safety Certificate to the Council within 14 days of the new certificate being issued.
- 3.3 The Licence Holder must display a copy of the current Gas Safety Certificate in the common parts of the property where it can be viewed by all occupiers. Where a new certificate has been issued, it must be displayed in the common parts of the property within 14 days of its issuance.
- 3.4 *A declaration from the Licence Holder regarding the safety of all gas appliances must be provided to the Council within 14 days of demand.*

4. Electrical appliances

- 4.1 *The Licence Holder must ensure that all electrical appliances provided at the HMO are kept in repair, in proper working order and in a safe condition.*
- 4.2 The Licence Holder must obtain a Portable Appliance Test (PAT) report every 12 months in respect of all electrical appliances that are provided at the HMO. Any appliances with identified defects must be replaced as soon as practicable. A written record of these tests must be retained by the Licence Holder for the full duration of the licence period and provided to the Council within 14 days of demand.
- 4.3 *A declaration from the Licence Holder regarding the safety of any electrical appliances must be provided to the Council within 14 days of demand.*

5. Furniture

- 5.1 *The Licence Holder must ensure that furniture made available in the HMO is kept in a safe condition.*
- 5.2 All upholstered furniture, including but not limited to covers and fillings of cushions and pillows, sofas, children's furniture, beds, upholstered head boards, and mattresses, must comply with all current fire safety legislation.
- 5.3 *A declaration as to the safety of all furniture made available in the HMO must be provided to the Council within 14 days of demand.*

6. Electrical installation

- 6.1 *The Licence Holder must ensure that every electrical installation in the house is in proper working order and safe for continued use.*
- 6.2 The Licence Holder must ensure that at all points throughout the entire licence period there is a valid Electrical Installation Condition Report (EICR) in respect of every electric installation. The Licence Holder must ensure that copies of all valid EICRs throughout the licence period are retained and provided to the Council within 7 days of demand.
- 6.3 *A declaration from the Licence Holder regarding the safety of any electrical installations must be provided to the Council within 14 days of demand.*

7. Smoke alarms

- 7.1 The Licence Holder shall ensure that suitable fire detection and alarm system is installed in the Property. It shall be maintained in proper working order, tested, inspected and serviced in accordance with the current British Standards and manufacturer's instructions *throughout the full duration of the licence period*. Written records of these tests must be retained for the full duration of the licence period.
- 7.2 The Licence Holder shall ensure that any emergency escape lighting in the Property is kept in proper working order. It shall be maintained in proper working order, tested, inspected and serviced in accordance with the current British Standards and manufacturer's instructions *throughout the full duration of the licence period*. Written records of these tests must be retained for the full duration of the licence period.
- 7.3 The Licence Holder shall within 14 days of any demand by the Council provide the latest fire detection and alarm certificate, and if installed, the emergency lighting test certificates. The certificates must be completed and issued by a competent person and must demonstrate that the complete installation has been fully inspected, tested, checked and serviced within the previous 12 months in accordance with the relevant British Standards. Any defects noted on the certificate must be rectified as soon as reasonably practicable.

8. Carbon monoxide alarms

- 8.1 *The Licence Holder must ensure that a carbon monoxide alarm is installed in every room in the house which is used wholly or partly as living accommodation and contains a fixed combustion appliance other than a gas cooker.*
- 8.2 *The Licence Holder must ensure that every carbon monoxide alarm made available in the property is kept in proper working order at all times.*
- 8.3 *The Licence Holder must ensure that each alarm is tested in accordance with manufacturer's instructions for the full duration of any occupancy of the HMO. Written records of these inspections must be retained for the full duration of the licence period and be provided to the Council within 14 days of demand.*
- 8.4 *The Licence Holder must provide the Council with a declaration regarding the condition and positioning of each carbon monoxide alarm within 14 days of demand.*

9. Written statement of terms

- 9.1 *The Licence Holder must ensure that all occupants who were occupying the premises prior to the issuance of this licence have been supplied with a written document incorporating all the terms on which they occupy the property within 14 days of the issuance of this licence.*
- 9.2 *The Licence Holder must provide any new occupiers of the house with a written statement of terms on which they occupy it in writing prior to the commencement of any occupancy agreement.*
- 9.3 *The Licence Holder must retain the written statements of terms and clear evidence of providing the written statements of terms to all occupants throughout each occupiers' period of occupation and for a minimum of five months after the occupation has ended. The Licence Holder must provide to the Council the written statement of terms on which the property is occupied and evidence of the provision of the written statement of terms to occupants within 14 days of demand.*

10. Minimum floor space requirements

- 10.1 *The Licence Holder must ensure that all the following requirements are met throughout the full duration of the licence period:*
- *that the floor area of any room in the HMO used as sleeping accommodation by one person aged over 10 years is not less than 6.51 square metres;*
 - *that the floor area of any room in the HMO used as sleeping accommodation by two persons aged over 10 years is not less than 10.22 square metres;*

- *that the floor area of any room in the HMO used as sleeping accommodation by one person aged under 10 years is not less than 4.64 square metres;*
- *that any room in the HMO with a floor area of less than 4.64 square metres is not used as sleeping accommodation.*

10.2 The Licence Holder must ensure that any works directed in a notice given by the Council are completed within any timeframe provided where the Council is notifying the Licence Holder of having unknowingly breached any part of this condition. If no timeframe is provided, the works must be completed within 12 months of the date specified in the notice.

11. Mandatory conditions relating to children and timeframe for works

11.1 The Licence Holder must ensure that all the following requirements are met throughout the full duration of the licence period:

- *where any room in the HMO is used as sleeping accommodation by persons aged over 10 years only, it is not used as such by more than the maximum number of persons aged over 10 years specified in the licence;*
- *where any room in the HMO is used as sleeping accommodation by persons aged under 10 years only, it is not used as such by more than the maximum number of persons aged under 10 years specified in the licence;*
- *where any room in the HMO is used as sleeping accommodation by persons aged over 10 years and persons aged under 10 years, it is not used as such by more than the maximum number of persons aged over 10 years specified in the licence and the maximum number of persons aged under 10 years so specified.*

11.2 The Licence Holder must ensure that any works directed in a notice given by the Council are completed within any timeframe provided where the Council is notifying the Licence Holder of having unknowingly breached any part of this condition. If no timeframe is provided, the works must be completed within 12 months of the date specified in the notice.

12. Household waste

12.1 The Licence Holder must comply with any scheme which is provided by the Council which relates to the storage and disposal of household waste at the HMO pending collection.

12.2 The Licence Holder must display in the common parts accessible to all occupants accurate information regarding the refuse and recycling collection

dates in addition to information on what items to put in each recycling and waste container within 14 days of the issuance of this licence. This information must also be provided to any new occupant prior to the commencement of their period of occupation. Evidence of the provision of this information to occupants must be retained throughout the length of the licence period and provided to the Council within 14 days following demand.

- 12.3 The Licence Holder must undertake inspections at intervals no longer than every three months to ensure waste is being stored and presented correctly. A record of inspections must be retained for the full duration of the licence period and provided to the Council within 14 days of demand.

13. Inspections

- 13.1 The Licence Holder must ensure that the common parts are thoroughly inspected at intervals of no greater than three months, and the living accommodation is thoroughly inspected at intervals of no greater than six months. The Licence Holder must ensure that detailed notes from every inspection in the licence period, including but not limited to; any defects identified; the date and time of the inspection; and the individual undertaking the inspection are made and retained throughout the full length of the licence period.

- 13.2 The Licence Holder must provide all inspection notes from within the entirety of the licence period as demanded by the Council within 14 days of demand.

14. Antisocial behaviour provisions

- 14.1 The Licence Holder must ensure that they comply with the following procedure where they have been made aware of the occurrence of anti-social behaviour on the premises.

This procedure must be provided to occupiers in writing prior to the commencement of their occupancy or within 14 days of an occupancy in existence at the time that the licence was issued. Proof of provision of this must be retained throughout the full length of the individual's period of occupation and for 5 months afterwards and provided to the Council within 14 days of demand.

The Licence Holder must reasonably cooperate with the Council, the Police Service and any other public agencies in resolving any complaints of anti-social behaviour in regards to the premises.

The Licence Holder must address problems of anti-social behaviour resulting from the occupiers or their visitors by following the procedure set out below:

- If a complaint is received, or anti-social behaviour is discovered, the Licence Holder must contact the relevant occupant within 14 days of receiving the complaint. The occupant must be informed in writing of the complaint made against them and of the consequences of its continuation.
- The Licence Holder must monitor any allegations of anti-social behaviour for a period of 28 days, from the date the complaint was received.
- If after 28 days, it is found that any of the anti-social behaviour is continuing the Licence Holder must visit the premises within 7 days and provide the occupant with a warning letter advising them of the possibility of eviction if the behaviour continues.
- If after 14 days of giving a warning letter, the occupant has not taken steps to address the anti-social behaviour and it is continuing, the Licence Holder shall take action, which may include legal eviction proceedings.
- The Licence Holder must ensure that written notes are kept of any meetings, telephone conversations or investigations regarding anti-social behaviour for 3 years, and if requested by the Council, provide this information within 28 days on demand.
- Any letters, relating to antisocial behaviour, sent or received by the Licence Holder must be kept for 3 years by the Licence Holder and if requested by the Council, provide copies of them within 28 days on demand.
- Where the Licence Holder or manager has reason to believe that the antisocial behaviour involves criminal activity the Licence Holder shall inform the appropriate authorities within 7 days.

For the purpose of these licence conditions, anti-social behaviour means conduct on the part of occupiers of, or visitors to, residential premises (a) which causes, or is likely to cause, a nuisance or annoyance to persons residing, visiting or otherwise engaged in lawful activities in the vicinity of such premises; or (b) which involves or is likely to involve the use of such premises for illegal purposes.

15. Fire safety provisions

15.1 The Licence Holder must ensure the following:

- That if a written fire risk assessment has not been provided as part of the licence application process, and is required by The Regulatory Reform (Fire Safety) Order 2005, a written fire risk assessment is carried out in accordance with The Regulatory Reform (Fire Safety) Order 2005 within 14 days of receipt of the

licence. Any defects identified within the assessment must be rectified as soon as reasonably practicable. A copy of the assessment must be kept for the duration of the licence period and be provided to the Council within 14 days of demand;

- That any relevant information under the fire risk assessment is provided in writing to all occupants under s21A of The Regulatory Reform (Fire Safety) Order 2005 within 14 days of the completion of the assessment, and prior to the commencement of any new period of occupation;
- That the premises is provided with a satisfactory means of escape from fire according to the size, layout and type of accommodation provided, and to ensure that any fire escape routes are kept clear and free from obstruction;
- That any fire detection or fire fighting equipment, emergency lighting, or related signage is maintained in good condition at all times throughout the licence period.

16. Training

16.1 If demanded by the Council, the Licence Holder and manager(s) of the house must receive suitable training within a timeframe specified by the Council on the law and legal requirements relating to managing an HMO. Unless otherwise specified by the Council, this requirement can be satisfied in one of the following ways:

- by completion of the accreditation training of the National Residential Landlords Association (NRLA) and submitting the pass certificates to the Council for confirmation;
- By completion of other suitable training on the law and legal requirements relating to managing an HMO, subject to approval by the Council in advance and subject to submitting a pass certificate or similar document to the Council for confirmation;
- Or, if available, by attending the Council approved, one-day training course.

17. Tenant's deposit

17.1 The Licence Holder must ensure that any deposit taken under an assured tenancy or assured shorthold tenancy is protected by placing it in an authorised tenancy deposit scheme.

17.2 The tenant must be given the prescribed information about the scheme in writing prior to the commencement of the tenancy.

17.3 Written records of the deposit taken and scheme used must be retained for the full length of the tenant's occupation and for 5 months following the ending of their tenancy. These records must be provided to the Council within 14 days of demand.

18. Occupant's access to temperature controls

18.1 The Licence Holder must ensure that occupants have unfettered access to heating and hot water controls at all times throughout the full period of their occupation. For the avoidance of doubt this includes access to the thermostat.

19. Environmental and neighbourhood management

19.1 The Licence Holder must ensure that the exterior of the house is maintained in a reasonable decorative order and in reasonable repair.

19.2 The Licence Holder must ensure that all outbuildings, yards, forecourts and gardens surrounding the house and alley ways within the property curtilage are maintained in reasonable repair. They must also be kept in a clean, tidy and safe condition, and free from infestations.

20. 'Fit and proper' person requirements

20.1 The Licence Holder must ensure that any persons involved with the management of the house are to the best of their knowledge 'fit and proper persons' for the purposes of the Housing Act 2004.

20.2 The Licence Holder must inform the Private Sector Housing Team in writing within 14 days of any changes in circumstances as follows:

- Details of any unspent convictions not previously disclosed to the Private Sector Housing Team that may be relevant to the licence holder and/or the property manager and their fit and proper person status and in particular any such conviction in respect of any offence involving fraud or dishonesty, or violence or drugs or any offence listed in Schedule 3 to the Sexual Offences Act 2003.
- Details of any finding by a court or tribunal against the Licence Holder and / or the manager that he/she has practiced unlawful discrimination on grounds of sex, colour, race, ethnic or national origin or disability in, or in connection with, the carrying on of any business.
- Details of any contravention on the part of the Licence Holder or manager of any provision of any enactment relating to housing, public health, environmental health or landlord and tenant law which led to civil or criminal proceedings resulting in a judgment or finding being made against him/her.

- Information about any property the Licence Holder or manager owns or manages or has owned or managed for which a local housing authority has refused to grant a licence under Part 2 or 3 of the Act or has revoked a licence in consequence of the Licence Holder breaching the conditions of his/her licence.
- Information about any property the Licence Holder or manager owns or manages or has owned or managed that has been the subject of an interim or final management order under the Housing Act 2004.

21. Payment of rent

21.1 Where rents are collected or received from occupants, the Licence Holder or manager named on the licence must ensure that the payment is recorded and that the occupants receive a receipt for the payment, unless the occupier pays their rent via bank standing order or direct debit. The Licence Holder or manager must keep a copy of all such records and receipts throughout the full length of the individual's period of occupation and for 5 months afterwards, and must provide the Authority with a copy of the same within 14 days of any request to inspect them.

22. Absence

22.1 The Licence Holder is required to have in place suitable emergency and other management arrangements in their absence. The name and contact details of the Licence Holder and/or manager must be given to each occupier within 14 days of the issuance of the licence and must also be displayed in a prominent place within the property, accessible to all occupiers.

22.2 If the Licence Holder is no longer a resident in the UK, they must make alternate arrangements and propose a new licence holder. This will require the submission of a new application.

23. Council inspections

23.1 The Licence Holder must allow officers of the Council, or an agent acting on behalf of the Council, access to the licensed dwelling for the purpose of carrying out inspections at all reasonable times.

23.2 The Licence Holder must complete any identified remedial works in a satisfactory and timely manner as instructed by the Council, or an agent acting on behalf of the Council, within any timeframe specified following an inspection.

24. Pest control

- 24.1 Where the Licence Holder becomes aware of a potential pest problem or infestation at the property, they must take steps to ensure that a treatment program is carried out to ensure that the pest infestation is properly managed.
- 24.2 Records must be kept of such treatment programs throughout the full length of the licence period these must be provided to the Council within 14 days of demand.

25. Duty to Notify the Council

- 25.1 The licence holder shall notify the Council in writing if they have any change of address, contact telephone number and email address from that specified on the licence application form, within 21 days of the change of the relevant details.
- 25.2 The licence holder shall notify the Council in writing of any change in the ownership of the house or any part of it, within 21 days of the change of ownership.

Environmental Health and Private Sector Housing Enforcement Policy

March 2026

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1.0 Introduction

1.1 Local Authority Regulatory Services, including Environmental Health and Private Sector Housing, play a key role in supporting its communities and promoting the wellbeing of residents and business. Regulatory services contribute to the Council's Corporate Plan ensuring consumers, workers and the environment are protected from harm whilst contributing positively to the local economy and wider determinants of health.

1.2 This enforcement policy provides guidance to all stakeholders* (Members, officers, proprietors, licence holders, employers, employees, statutory and voluntary agencies, partner agencies and members of the general public) on the range of options that are available to achieve compliance with legislation enforced by North Warwickshire Borough Council services.

* The term "stakeholder" is used in this document to refer to all persons or organisations who may be affected by, or have an interest in, this Policy.

1.3 The policy covers Environmental Health and Private Sector Housing functions where enforcement of legislation may be involved, including:-

- Licensing (taxi / private hire, alcohol, street trading, gambling etc);
- Private Sector Housing (conditions in rented properties, including multi-occupied houses, and mobile homes);
- Food hygiene in shops, restaurants, pubs, schools, care homes;
- Environmental protection & Waste Management (dog fouling, littering, fly tipping, land, air and noise pollution);
- Public health (detrimental land, filthy properties, accumulations of waste, pest infestations etc.);
- Health and safety at work in a wide range of commercial workplaces;
- Smoke-free legislation

1.4 The primary objective is to achieve regulatory compliance and we do this mainly through advice and information unless legislation places a duty on us to take a course of formal action. There is a wide range of tools available, and this Policy aims to help ensure the most relevant and proportionate action to the offence or contravention be taken.

1.5 The policy explains the objectives and methods for achieving compliance and the criteria considered when deciding what the most appropriate response is to a breach of legislation. All decisions will have regard to current statutory guidance and codes of practice where these apply, particularly the [Regulators' Code](#) the [Code for Crown Prosecutors](#) and the Human Rights Act.

1.6 Stakeholders will be notified of this policy through the Council's website.

2.0 Legal Status of the Enforcement Policy

- 2.1 North Warwickshire Borough Council has formally approved adoption of this Policy.
- 2.2 This policy is intended to provide guidance for all stakeholders as identified in paragraph 1.2 above. It does not affect or fetter the discretion of the Council, or Officers, to take legal proceedings, or any other course of action, where this is considered to be in the public interest.

3.0 Scope and Meaning of ‘Enforcement’

- 3.1 This Policy applies to all legislation enforced by the Environmental Health and certain Private Sector Housing functions (excluding those not covered by the Regulators Code).
- 3.2 ‘Enforcement’ includes all actions taken by officers aimed at ensuring legal compliance. This is not limited to formal enforcement action such as prosecution, but includes spoken and written requests to comply with legislation.
- 3.3 In certain circumstances we will seek to raise awareness and increase compliance levels by publicising unlawful trade practices or criminal activity. Where appropriate the results of specific court cases may also be published.

4.0 How to get a copy of the Policy, make comments or complaints

- 4.1 This Policy is available on the Council’s website or via the link below:
[The Council's complaints procedure | Compliments and or Complaints | North Warwickshire Borough Council \(northwarks.gov.uk\)](#)

If you would like a paper copy of the Policy and/or you would like to comment on the Policy, or if you have a complaint about the way in which the Policy has been applied, please contact us at the following address:

North Warwickshire Borough Council
South Street
Atherstone
Warwickshire
CV9 1DE

Tel: 01827 715341
E-mail: environmentalhealth@northwarks.gov.uk
privatesectorhousing@northwarks.gov.uk

5.0 General Principles

- 5.1 Prevention is better than cure and the Council’s role often involves actively working with individuals and businesses to advise on, and assist with,

compliance. We will use education and encouragement to achieve compliance where it is possible, and appropriate, to do so except where legislation places a duty on the authority to take formal action.

- 5.2 Where we do consider that formal action is necessary each case will be considered on its own merits. However, there are general principles that apply to the way each case must be approached. These are set out in this Policy, the [HSE Enforcement Policy](#) and in the [Regulators' Code](#) (where this applies).
- 5.3 Enforcement decisions will be fair, proportionate, transparent, independent and objective and will not be influenced by issues such as ethnicity or national origin, gender, disability, religious beliefs, political views or the sexual orientation of the suspect, victim, witness or offender.
- 5.4 Where the subject of the enforcement action is either a juvenile, or a person with special needs, a learning disability, or is otherwise vulnerable, contact will be made with, and advice sought from, appropriate agencies as necessary. In accordance with Council Policy, and for a first offence of littering, an alternative sanction will be offered to Juveniles.
- 5.5 North Warwickshire Borough Council is a public authority for the purposes of the Human Rights Act 1998. We will, therefore, apply the principles of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
- 5.6 This enforcement policy helps to promote efficient and effective approaches to regulatory inspection and enforcement, which improve regulatory outcomes without imposing unnecessary burdens.
- 5.7 Where it applies, we will have regard to the Regulators' Code and in particular we will:
 - Carry out our regulatory activities in a way that supports those we regulate to comply and grow;
 - Provide simple and straightforward ways to engage with those we regulate;
 - Base our regulatory activities on risk;
 - Share information about compliance and risk;
 - Ensure clear information, guidance and advice is available to help those we regulate meet their responsibilities to comply;
 - Ensure our approach to regulatory activities is transparent
- 5.8 We will ensure that any decision to depart from the Regulators' Code, or this Policy, will be properly reasoned, based on material evidence and documented.

6.0 Notifying Alleged Offenders

- 6.1 If we receive information that may lead to enforcement action against a business or individual we will notify that business or individual as soon as is practicable of any intended enforcement action, unless this could impede an

investigation or pose a safety risk to those concerned or the general public (for example the need for immediate action to close a food business).

- 6.2 During the progress of enforcement investigations/actions, all stakeholders (businesses, licence holders, employees, complainants etc.) will, as appropriate, be kept informed where appropriate. Confidentiality will be maintained and personal information about individuals will only be released to a Court when required and/or in accordance with the Data Protection Act 2018 and UK GDPR legislation.

7.0 Deciding what level of enforcement action is appropriate

A number of factors are considered when determining what enforcement action to take:

- 7.1 Levels of enforcement action:

7.1.1 There are a large number of potential enforcement options. The option chosen varies from no action through to proceedings in Court.

Examples of the main types of action that can be considered are shown below (not all will apply in all circumstances):

- Informal Action and Advice (for example a written warning);
- Fixed Penalty Notices
- Formal Notice;
- Forfeiture Proceedings;
- Seizure of goods/equipment;
- Residential Property Closure or Emergency Remedial Action;
- Rent repayment order applications
- Banning order applications
- Rogue landlord database entry applications
- Management Orders
- Injunctive Actions;
- Refusal/suspension/revocation of a licence;
- Simple Caution;
- Prosecution;
- Civil/Financial Penalty Notices
- Publication Penalties
- Proceeds of Crime Applications
- No action;

Note: Availability of the above options is determined by the legislation applicable and the particular circumstances of each case; not all options will be available on all occasions.

- 7.1.2 In assessing what enforcement action is necessary and proportionate, consideration will be given to:

- The seriousness of compliance failure;
- Past performance and current practice;
- The risks being controlled;
- Requirements of the legislation concerned;
- Legal, official or professional guidance;
- Local priorities of the Council.

7.1.3 Where the law has been contravened, enforcement actions / options will normally be commenced at a low level and escalated until compliance is reached. Exceptions would be where there is a serious risk to public safety or the environment or the offences have been committed deliberately, repeatedly or negligently and / or involve deception.

7.2 Informal Action and Advice

7.2.1 For minor breaches of the law we may give verbal or written advice. We will clearly identify any contraventions of the law and give advice on how to put them right, including a deadline by which this must be done. The time allowed will be reasonable, and take into account the seriousness of the contravention and the implications of the non-compliance.

7.2.2 Sometimes we will give recommendations or advice on 'good practice', but we will clearly distinguish between what *must be done* to comply with the law and what is *advice only*.

7.2.3 Failure to comply could result in an escalation of enforcement action.

7.3 Fixed Penalty Notices

7.3.1 Certain offences may be dealt with by Fixed Penalty Notices (FPNs) where permitted in legislation. FPNs are recognised as a low-level enforcement tool and avoid a criminal record for the defendant. Where legislation permits an offence to be dealt with by way of a FPN, for example littering, dog fouling, or smoking in a smoke free place, we may choose to administer a FPN on a first occasion, without issuing a warning. Second and subsequent offences are unlikely to be dealt with by FPN and will normally result in prosecution.

7.4 Formal Notice

7.4.1 Certain legislation allows notices to be served requiring offenders to take specific actions or cease certain activities. Notices may require activities to cease immediately where the circumstances relating to food hygiene, health, safety, environmental damage or nuisance demand. In other circumstances, the time allowed will be reasonable, and take into account the seriousness of the contravention and the implications of the non-compliance.

7.4.2 In some cases, a charge will be made where a notice is served.

7.4.2 All notices issued will include details of any applicable *Appeals Procedures*.

7.4.3 Some notices allow works to be carried out in default. This means that if a notice is not complied with [a breach of the notice] the Council may carry out any necessary works. Where the law allows, we may then recover our costs from the person/business served with the notice, through the Courts if necessary.

7.5 Seizure

7.5.1 Some legislation enables authorised officers to seize goods, equipment or documents, for example unsafe food, sound equipment that is being used to cause a statutory noise nuisance, or any goods that may be required as evidence for possible future court proceedings. When goods are seized a receipt is given to the person from whom the goods are taken.

7.6 Injunctive Actions

7.6.1 In certain circumstances, for example, where offenders are repeatedly found guilty of similar offences, or where it is considered that injunctive action is the most appropriate course of enforcement, then injunctive actions through the Courts may be used to deal with repeat offenders or dangerous circumstances.

7.7 Refusal, Suspension and Revocation of Licences

7.7.1 Grounds for Refusal, Suspension or Revocation of Hackney Carriage or Private Hire Drivers' Licences

The grounds for refusing to renew a licence, or for suspending or revoking a licence, are based on whether the driver has:-

- (a) been convicted of an offence involving dishonesty, indecency or violence;
- (b) been convicted of an offence under the Local Government (Miscellaneous Provisions) Act 1976;
- (c) failed to comply with a requirement of the Local Government (Miscellaneous Provisions) Act 1976, or
- (d) any other reasonable cause.

Licences may be suspended or revoked with immediate effect if such a decision is deemed necessary in the interests of public safety.

Where a Licence is refused or revoked, the Council will lodge these details with the National Register of Revocations, Refusals and Suspensions NR3S.

7.7.2 Under the Licensing Act 2003, where a Review of a Premises Licence is sought, the options available to the Licensing Committee are:-

- To modify the conditions of Licence
- To exclude a Licensable activity from the scope of the Licence
- To remove the Designated Premises Supervisor
- Suspend the Licence for a period not exceeding three months
- Revoke the Licence
- Issue a warning letter
- No action

7.7.3 Under the Gambling Act 2005, where a Review of a Premises Licence is sought, the options available to the Committee are:-

- Revocation of the Licence
- Suspend the Licence for a specified period not exceeding three months;
- Exclude a condition attached to the Licence, or remove or amend an exclusion;
- Add, remove or amend a condition;
- Issue a warning letter
- No action

7.8 Simple Caution

7.8.1 A Simple Caution is a means by which the Council internally deals quickly and simply with less serious offences, both reducing burdens on the Court system and reducing the chance of repeat offences. A Simple Caution is an admission of guilt, but is not a form of sentence, nor is it a criminal conviction, though a record may be made of the Caution.

7.8.2 For a Simple Caution to be issued a number of criteria must be satisfied:

- Sufficient evidence must be available to prove the case;
- The offender must admit the offence;
- It must be in the public interest to use a Simple Caution;
- The offender must be 18 years or over

7.8.3 We will also take into account the following when making our decision:

- The offender should not have received a simple caution for a similar offence within the last 3 years.

7.8.4 The final decision on whether or not to issue a Simple Caution will be made by the relevant Manager, Head of Service or Director, or other suitably authorised officer, after receiving appropriate legal advice.

7.8.5 A record of the Caution will be kept on file for 3 years. If the offender commits a further offence, the Caution may influence a decision to take a prosecution. If during the time the Caution is in force the offender pleads guilty to, or is found guilty of, committing another offence, the Caution may be cited in court proceedings.

7.9 Prosecution

7.9.1 A prosecution will normally follow where the individual or organisation concerned has done one or more of the following:

- Deliberately, negligently or persistently breached legal obligations, which were likely to cause material loss or harm to others;
- Deliberately or persistently ignored written warnings or formal notices;
- Risked or endangered, to a serious degree, the health, safety or well being of people (or animals as the case may be) or the environment ;
- Assaulted or obstructed an Officer in the course of their duties.

7.10 Civil/Financial Penalty Notices

7.10.1 Certain Housing offences can be dealt with by issuing a Civil Penalty Notice or Financial Penalty as an alternative to prosecution. The burden of proof needed to issue a civil penalty or financial penalty is often the same as necessary for a prosecution and is set by the relevant legislation.

7.10.2 The decision as to whether a prosecution is taken rather than issuing a Civil or Financial Penalty depends on factors such as the seriousness of the offence, historical offences, culpability, likelihood of continuing, repeated or escalating offences taking place, vulnerability of the tenant and the potential impact on the wider community.

Council officers will maintain their discretion, in conjunction with advice from the legal team on which option is pursued.

7.10.3 The Private Sector Housing Standard Enforcement Procedure will determine the action taken in relation to breaches of 'Landlord Legislation' introduced by the Renters Right Act 2025.

The level of charge in the Civil Penalty Notice will be determined by reference to the Council's adopted Civil Penalty Policy up to a maximum of £30,000, (increased up to £40,000 by the Renters Right Act 2025). Where a Financial Penalty is to be administered, the level will be determined in accordance with the relevant Financial Penalty Policy.

7.10.4 A decision by the Service Manager in consultation with the relevant Head of Service or Director, with the advice of Legal Services, is necessary to determine the most appropriate course of action. In making a decision, consideration will be given to relevant legislation, statutory guidance, and Council policy.

7.11 Rent repayment orders, banning orders and rogue landlord database for Housing offences

7.11.1 The Local Authority may seek to make an application for a rent repayment order for a range of housing offences and will also provide information to tenants where possible to allow them to make their own applications or refer them to services.

7.11.2 The Local Authority may seek banning orders where landlords or property agents have been convicted of a banning order offence.

7.12.3 The Local Authority must make an entry on the national Rogue Landlord database where a banning order has been issued and must revoke any licence held by a person subject to such as order.

7.12 No Action

7.12.1 In exceptional circumstances, contraventions of the law may not warrant any action. This can be where the cost of compliance to the offender outweighs the detrimental impact of the contravention, or the cost of the required enforcement action to the Council outweighs the detrimental impact of the contravention on the community. A decision of *no action* may also be taken where formal enforcement is inappropriate in the circumstances, such as may (*but not always*) be the case where a trader has ceased to trade.

8.0 Determining whether a Prosecution or Simple Caution is viable and appropriate

8.1 We apply the 'Full Code Test' to determine whether a Prosecution or Caution is viable and appropriate. This Test, described in the Code for Crown prosecutors (2018), consists of two stages:
(i) the evidential stage; followed by (ii) the public interest stage

For more information about the 'Code for Crown Prosecutors' visit:
[The Code for Crown Prosecutors | The Crown Prosecution Service](#)

8.2 A Caution or Prosecution proceedings will only be progressed when the case has passed both the evidential test and the public interest test.

8.3 Prosecutors must be satisfied that there is sufficient evidence to provide a realistic prospect of conviction against each suspect on each charge. They must consider what the defence case may be, and how it is likely to affect the prospects of conviction. A case which does not pass the evidential stage must not proceed, no matter how serious or sensitive it may be.

8.4 In every case where there is sufficient evidence to justify a prosecution, prosecutors must go on to consider whether a prosecution is required in the public interest. A prosecution will usually take place unless the prosecutor is

satisfied that there are public interest factors tending against prosecution which outweigh those tending in favour. In some cases the prosecutor may be satisfied that the public interest can be properly served by offering the offender the opportunity to have the matter dealt with by an out-of-court disposal rather than bringing a prosecution.

9.0 Who decides what enforcement action is taken

- 9.1 Decisions about the most appropriate enforcement action to be taken are based upon professional judgment, legal guidelines, statutory codes of practice and priorities set by the Council and/or Central Government.
- 9.2 Where appropriate, decisions about enforcement will involve consultation between and / or approval from:
- Investigating Officer(s);
 - Head of Service or Director / Service Manager;
 - Council Solicitor;
- 9.3 The decision about enforcement will be documented and signed off by at least two officers.
- 9.4 Where enforcement decisions relate to licensing matters, these will be taken under delegated authority by Officers or by a Licensing Committee, as detailed in paragraphs 7.7.
- 9.5 Enforcement decisions relating to Private Sector Housing duties not covered by the Regulators Code will also follow the rationale laid out in the Private Sector Housing Standard Enforcement Procedure and Civil Penalty Policy.

10.0 Liaison with other regulatory bodies and enforcement agencies

- 10.1 Where appropriate, enforcement activities within Environmental Health will be coordinated with those of other regulatory bodies and enforcement agencies to maximise the effectiveness of any enforcement.
- 10.2 Where an enforcement matter affects a wide geographical area beyond the Council's boundaries, or involves enforcement by one or more other local authorities or organisations all relevant parties will, where appropriate, be informed of the matter as soon as practicable and all enforcement activity coordinated.
- 10.3 Environmental Health and Private Sector Housing will share intelligence relating to wider regulatory matters with other regulatory bodies and enforcement agencies where a lawful basis exists, including:
- Government Agencies (for example, HSE, Environment Agency, Border Force (former Border Agency), HMRC, DWP);
 - Police Forces;

- Fire Authorities;
- Trading Standards;
- Statutory undertakers;
- Other Local Authorities and Public Health Agencies;

11.0 Considering the views of those affected by offences

11.1 Environmental Health and Private Sector Housing undertake enforcement on behalf of the public at large and not just in the interests of any particular individual or group. However, when considering the public interest test, the consequences for those affected by the offence, and any views expressed by those affected will, where appropriate, be taken into account when making an enforcement decision.

12.0 Protection of Human Rights

12.1 This Policy and all associated enforcement decisions take account of the provisions of the Human Rights Act 1998. In particular, due regard is had to the following:

- Right to a fair trial;
- Right to respect for private and family life, home and correspondence;

13.0 Review of the Enforcement Policy

This Policy will be reviewed every 5 years or following significant changes to relevant legislation or Government guidance.

Appendix to Private Sector Housing Enforcement Policy – Renter’s Rights Act 2025 – Civil Penalties

Overview

This policy applies once the Council has made a decision to commence civil penalty proceedings.

In this policy,

the term ‘landlord’ should be read as including letting agents, managing agents, licensors, property owners, corporate landlords, directors of corporate landlords, registered providers of social housing and any other person involved in the letting or management of accommodation.

the term ‘corporate landlord’ should be read as referring to a body corporate that meets the definition of ‘landlord’ above.

the terms ‘House in Multiple Occupation’ or ‘HMO’ are defined by the Housing Act 2004.

The policy includes information on:

- Breaches
- Offences
- Statutory Guidance
- Determination of Civil Penalties
- Process for Civil Penalties
- Civil Penalties Matrix

Breaches

The following breaches are subject to a civil penalty with a statutory maximum of £7,000:

- Failure to give a written statement of terms and any other prescribed information under section 16D of the Housing Act 1988.
- Attempting to let a property for a fixed term under section 16E of the Housing Act 1988.
- Attempting to end a tenancy by service of a notice to quit under section 16E of the Housing Act 1988.
- Attempting to end a tenancy orally or requiring that it is ended orally under section 16E of the Housing Act 1988.
- Serving an eviction notice that at
- Attempts to end a tenancy outside the prescribed section 8 process under section 16E of the Housing Act 1988.
- Relying on a ground where the landlord does not reasonably believe that the landlord is/will be able to obtain possession under section 16E of the Housing Act 1988.
- Failing to provide a tenant with prior notice that a ground which requires it may be used under section 16E of the Housing Act 1988.

- Failure to give an existing tenant prescribed information about changes made by the Renters' Rights Act 2025 in the prescribed form and timeframe under paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025.
- Discrimination relating to children in the lettings process under section 33 of the Renters' Rights Act 2025.
- Discrimination relating to benefits in the lettings process under section 34 of the Renters' Rights Act 2025.
- Failure to specify proposed rent within a written advertisement or offer under section 56 of the Renters' Rights Act 2025.
- Inviting, encouraging or accepting any offer of rent greater than the stated rate under section 56 of the Renters' Rights Act 2025.

The following breaches are subject to a civil penalty with a statutory maximum of £40,000:

- Breach of duty under Regulation 3, 3B, 3C, and 3D of The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 20

Offences

The following offences are subject to a civil penalty with a statutory maximum of £40,000:

- Unlawful eviction and harassment of occupier under section 1 of the Protection from Eviction Act 1977.
- Continuation of conduct subject to a relevant penalty (under s.16I or s.16K Housing Act 1988) after the 28-day period (or, if appealed, after conclusion of the appeal) where the final notice has not been withdrawn under section 16J of the Housing Act 1988
- Conduct giving rise to liability under s.16I, where within the preceding five years the landlord has either (i) had a relevant penalty (under s.16I or s.16K Housing Act 1988) imposed for different conduct and the final notice has not been withdrawn, or (ii) been convicted under s.16J for different conduct under section 16(J) of the Housing Act 1988.
- Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would under section 16J of the Housing Act 1988.
- Breach of restrictions relating to reletting (s16(E)(2) Housing Act 1988) or remarketing (s16(E)(3) Housing Act 1988) a property within restricted period after using Grounds 1 or 1A of Schedule 2 Housing Act 1988 under section 16J of the Housing Act 1988.
- Breach of a banning order under section 21 of the Housing and Planning Act 2016.
- Failure to comply with an Improvement Notice under section 30 of the Housing Act 2004.
- Contravention of an overcrowding notice under section 139 of the Housing Act 2004.
- Failure to obtain a selective licence under section 95 of the Housing Act 2004.
- Failure to obtain an HMO licence under section 72 of the Housing Act 2004.
- Knowingly permitting over-occupation of an HMO under section 72 of the Housing Act 2004.
- Failure to comply with management regulations in respect of HMOs under

section 234 of the Housing Act 2004.

- Failure to comply with HMO licence conditions under section 72 of the Housing Act 2004.
- Failure to comply with selective licence conditions under section 95 of the Housing Act 2004.

If a landlord has committed multiple breaches or offences, a separate civil penalty can, and usually will, be imposed for each breach and offence. In each case, the level of any civil penalty imposed will be determined in accordance with this policy.

If multiple landlords have committed the same breach or offence at the same property, a separate civil penalty can, and usually will, be imposed on each offender. In each case, the level of civil penalty imposed on each offender will be in accordance with this policy.

This policy outlines the Council's methodology and mechanism for assessing and setting the level of a civil penalty at all stages where a civil penalty is under consideration, including the preparation of a notice of intent, and where a final decision has been made to impose a civil penalty.

When applying the civil penalties matrix, interim calculations at individual stages may result in figures that exceed the statutory maximum. Where the final amount reached following application of all relevant steps exceeds the statutory maximum, the civil penalty will be reduced to the applicable statutory maximum.

The Council considers the need for transparency and consistency to be of primary importance to ensure fairness in the discharge of its functions. The general objective of this policy is, therefore, to promote both transparency and consistency in the imposition of financial penalties so that those involved in the letting or management of accommodation (a) know how the Council will generally penalise relevant breaches and offences and (b) are assured that, generally, like cases will be penalised similarly, and different cases penalised differently.

The Council recognises that, despite its best efforts, landlords may operate unlawfully for a significant period without detection, and that only a proportion of those committing relevant breaches and offences will be identified. Accordingly, the Council seeks to ensure that civil penalties are set at a level that makes it clear to the landlord concerned and to others that operating unlawfully as a landlord is financially disadvantageous when compared to operating lawfully.

The Council has a duty to act fairly, transparently and consistently when assessing civil penalties. To maintain fairness between all landlords, the Council will not give weight to claims advanced as factors that might reduce the amount of a civil penalty unless those claims are supported by evidence that the Council reasonably considers to be relevant, reliable, credible, and sufficient in scope and detail to enable proper assessment of the claim, having regard to the nature of the claim, the information ordinarily available to the landlord, and the need for consistent and fair decision-making. Allowing inadequately evidenced assertions to influence outcomes would risk rewarding those who provide incomplete or misleading information and would create an unfair advantage over landlords who provide a full and properly evidenced account. Accordingly, the Council expects landlords against whom a civil penalty is being considered to provide all documents and records that would ordinarily exist if their account were accurate. Where such evidence is not provided, and no explanation that the Council considers adequate is given, the Council may draw an adverse inference.

Where claims are advanced without sufficient supporting evidence, the Council may request specified supporting material before determining whether to issue a final notice or whether any mitigation has been sufficiently evidenced so as to justify a lower civil penalty.

The further objectives of using financial penalties in particular as a means of enforcing the above breaches and offences are explained below.

Statutory Guidance

The Government has issued statutory guidance entitled "Civil penalties under the Renters' Rights Act 2025 and other housing legislation". The Council has regard to this guidance in the exercise of their functions in respect of civil penalties.

The Council has considered the following factors in developing this civil penalty policy to help ensure that the civil penalty is set at an appropriate level.

Severity of the breach or offence. The more serious the breach or offence, the higher the penalty should be.

Culpability and track record of the offender. A higher penalty will be appropriate where the offender has a history of failing to comply with their obligations and/or their actions were deliberate and/or they knew, or ought to have known, that they were in breach of their legal responsibilities.

The harm caused to the tenant. This is a very important factor when determining the level of penalty. The greater the actual harm or the potential for harm, principally to the tenant but also potentially the local community, the higher the penalty should be.

Punishment of the offender. The penalty should, in a way that is fair, both punish the offender and demonstrate the consequences of not complying with their responsibilities.

Deter the offender from repeating breaches or offences. The ultimate goal is to prevent any further offending and help ensure that the offender fully complies with all of their legal responsibilities in future. The level of the penalty should therefore be set at a level that it is likely to have a very significant deterrent effect.

Deter others from committing similar breaches or offences. While the fact that someone has received a civil penalty may not be in the public domain, the civil penalty policy itself will be and local authorities should consider how their formal enforcement activity can be effectively publicised.

An important part of deterrence is the realisation on the part of landlords that the local housing authority is proactive in levying civil penalties where the need to do so exists and the civil penalty will be set at a high enough level such that operating lawfully will be the sensible financial choice.

Remove any financial benefit the offender may have obtained as a result of committing the breach or offence. The principle here is that it should not be in the offender's financial interest to commit a breach or offence rather than comply, for example that the penalty for breaching licensing conditions in respect of occupancy of a property is less than the additional rent received as a result of the over-crowding. The

absence of any financial benefit to the landlord does not mean though that the penalty should be reduced.

Determination of Civil Penalties

In determining the level of a civil penalty, officers will have regard to the matrix set out below. The matrix consists of the following sequential steps:

1. Determining the starting point based on the seriousness of the breach or offence.
2. Adjustment for factors relating to the type of landlord; size and type of portfolio controlled, owned or managed; experience of the landlord ("Landlord Type")
3. Mitigating and aggravating factors the Council deems significant including, but not limited to, factors relating to the track record and culpability of the landlord and the actual or potential harm to the occupants.
4. Financial considerations.
5. Applying the totality principle.

1 Starting point based of seriousness of the breach or offence

The Ministry of Housing, Communities & Local Government has provided statutory guidance that prescribes starting points for all breaches and offences based on the seriousness of the breach or offence. The exception to this prescription is for breaches of licensing conditions under sections 72(3) and 95(2) of the Housing Act 2004, where the Council has determined its own starting levels based on the seriousness of the specific licence condition or type of licence condition that has not be complied with.

2 Adjustment for factors relating to the type of landlord; size and type of portfolio controlled, owned or managed; experience of the landlord ("Landlord Type")

While all landlords are expected to comply fully with their legal obligations, the Council considers that a higher standard of professionalism and regulatory awareness is reasonably expected of landlords who operate at greater scale, who have greater experience, or who are involved in more complex forms of letting. Where such landlords fail to comply with their obligations, this will ordinarily justify a higher civil penalty.

In particular, a higher degree of professionalism is expected of landlords who:

- Control, own, or manage a significant portfolio of properties;
- Have significant experience in the letting or management of property;
- Are or have been involved in the letting or management of Houses in Multiple Occupation (HMOs);
- Are corporate landlords; or
- Are or have been directors of corporate landlords.

An upward adjustment of 20% of the applicable starting point will be applied where the landlord meets any one or more of the following criteria:

- The landlord has, at any point in time, controlled, owned, or managed six or more properties. These properties need not have been held concurrently or at the time civil penalty proceedings are brought.
- The landlord has, at any point in time, controlled, owned, or managed three or more properties that operated as HMOs, whether or not concurrently.

- The landlord is, or has previously been, a director of a corporate landlord.
- The landlord is a corporate landlord.
- The landlord has, in the Council's assessment and by reference to the available evidence, significant experience in the letting or management of property.

A downward adjustment of 20% of the applicable starting point will be applied only where all of the following criteria are met:

- The landlord has, at any point in time, controlled, owned, or managed no more than two properties.
- The landlord has controlled, owned, or managed no more than one property that has operated as an HMO, at any point in time.
- The landlord has, in the Council's assessment and by reference to the available evidence, very limited experience in the letting or management of property.

3 Mitigating and aggravating factors the Council deems significant including, but not limited to, factors relating to the track record and culpability of the landlord and the actual or potential harm to the occupants

To promote fairness and consistency in the administration of civil penalties, the Council will apply a structured and consistent framework when determining the extent to which mitigating and aggravating factors affect the quantum of any civil penalty.

General approach

Each breach or offence may have offence-specific mitigating and/or aggravating factors, which will be considered alongside the generic factors set out below.

Where multiple civil penalties are issued under this policy against the same landlord at the same time, and except where expressly stated otherwise, mitigating and aggravating factors will be considered and applied separately to each civil penalty when determining the quantum of each penalty.

Mitigating factors

The Council may reduce the level of a civil penalty by up to 20% of the applicable starting point to reflect the presence of mitigating factors.

Only in exceptional circumstances may the Council depart from the application of this policy in respect of mitigating factors and apply a reduction in excess of 20%. Exceptional circumstances are rare and unusual and are not established merely by the presence of multiple mitigating factors.

Within the framework of this policy, the Council has not sought to provide an exhaustive list of mitigating factors, recognising that a wide range of circumstances may potentially give rise to mitigation. However, the following generic mitigating factors will be considered in respect of each breach or offence:

Steps taken to remedy the basis of the breach or offence

Non-exhaustive examples include:

- Promptly remedying all elements of the breach or offence after receiving communication from the Council.

- Promptly remedying all the significant elements of the breach or offence leaving only less significant elements of the breach or offence.

A high level of cooperation

Non-exhaustive examples include:

- Proactive provision of significant information the Council reasonably considers relevant beyond that required by statutory notice.

Acceptance of liability

Non-exhaustive examples include:

- Accepting liability before or within the period for representations.

Where a landlord relies on a reasonable excuse defence or otherwise contests liability, this mitigating factor will not usually apply.

Health circumstances

Non-exhaustive examples include:

- A serious health condition or medical incident experienced by the landlord during, or in the period immediately preceding, the breach or offence, where there is clear and reliable evidence that the condition had a direct and material impact on the landlord's ability to comply with the relevant legal obligation. Examples may include, but are not limited to, a heart attack, stroke, cancer diagnosis, or other acute or serious medical event causing significant incapacity or impairment.

Diminished culpability (limited responsibility)

Non-exhaustive examples include:

- A joint landlord who has evidenced that compliance arrangements for the subject property were directed and controlled by another joint landlord, and not by them.
- A landlord who became involved only after an unforeseen change in circumstances (such as the death of the previous landlord) and who committed the breach or offence only for a limited period while putting their affairs in order.

The instruction of a managing or letting agent, or reliance on an agent's actions or omissions, will not of itself constitute diminished culpability.

Aggravating factors

The Council may increase the level of a civil penalty by up to 20% of the applicable starting point to reflect the presence of aggravating factors.

Only in exceptional circumstances may the Council depart from the application of this policy in respect of aggravating factors and apply an increase in excess of 20%. Exceptional circumstances are rare and unusual and are not established merely by the presence of multiple aggravating factors.

The following generic aggravating factors will be considered in respect of each breach or offence:

Previous history of non-compliance.

Non-exhaustive examples include:

- Previous successful prosecutions (including relevant spent convictions), previous civil penalties, previous rent repayment orders, previous works in default, previous simple cautions.

Concurrent investigations or proceedings relating to other civil penalties, prosecutions, or rent repayment orders will not be treated as previous non-compliance.

Non-cooperation with the Council.

Non-exhaustive examples include:

- Failure to comply with notices issued under section 16 of the Local Government (Miscellaneous Provisions) Act 1976, section 235 of the Housing Act 2004, or section 114 of the Renters' Rights Act 2025.
- Failing to provide a substantive response to a letter of alleged offence.
- Failing to attend previously agreed meetings.

Where the Council has prosecuted, or is pursuing a prosecution, in respect of the same act or omission involving failure to provide legally required information (including failure to comply with a statutory notice), that conduct will not also be treated as an aggravating factor for the purposes of setting the civil penalty, in order to avoid double counting. Where multiple civil penalties are imposed against the same landlord at the same time, this aggravating factor will be applied only to the civil penalty with the highest starting point, unless there is a clear and reasoned basis for applying it differently.

Deliberate intent or negligence when committing the offence.

Non-exhaustive examples include:

- Knowledge that the breach or offence was occurring.
- Continuation of offending after communication from the Council.
- Premeditation or planning, including steps taken to prevent detection or effective investigation.
- Providing false or misleading information to the Council.
- Applying pressure to occupants to deter cooperation with the Council.

The number of occupants affected.

Non-exhaustive examples include:

- 3-5 occupants affected.

Duration of non-compliance.

Non-exhaustive examples include:

- The offence or breach occurred over a 3–6 month period.

Vulnerability of occupants

Non-exhaustive examples include children and young adults, persons vulnerable by reason of age, disability or sensory impairment, persons with drug or alcohol dependency, victims of domestic abuse, children in care, persons with complex health

needs, persons who do not speak English as a first language, victims of trafficking or sexual exploitation, refugees, asylum seekers, and pregnant women.

4 Financial considerations

The Council will review the quantum of the civil penalty and consider whether it is sufficient to act as an effective deterrent to future non-compliance. Where the Council has evidence that it considers to be sufficiently reliable regarding rental income and/or asset value from the landlord's, it may determine that an increase in the level of the penalty is appropriate in order to achieve effective deterrence.

It is essential that, as an absolute minimum, landlords do not financially benefit from their offending behaviour.

Financial circumstances will ordinarily be considered after any written representations have been received and as part of the determination of any final notice.

Where a landlord seeks to rely on a strained or limited financial position as a basis for reducing the level of a civil penalty, that position must be supported by appropriate and verifiable evidence sufficient to enable the Council to assess the landlord's financial position consistently, objectively, and transparently. Unsupported assertions, partial disclosure, or selective provision of information will not be given weight.

At a minimum, and where such information exists, the following should be provided as part of any written representations:

- The last three full tax years full self-assessment tax returns filed with HMRC, including all additional and supplemental pages;
- The last three full tax years' SA302 documents & tax year overviews;
- The last three months' payslips;
- The last three years P60 certificates;
- The last twelve months' Universal Credit payment statements;
- A list of all property assets owned or jointly owned (not limited to rental properties), together with corresponding Land Registry title documents;
- A list of all property assets owned, or held on a long lease, by any corporate entity in which the landlord has a beneficial interest, together with corresponding Land Registry documentation;
- The most recent annual mortgage statement for each property, or the last twelve months' mortgage statements where the mortgage has been in place for less than twelve months;
- Valuation statements for all ISAs held;
- Statements from any cryptoasset exchange accounts showing balances and valuations;
- A list of all shareholdings;
- Recent bank statements for any account holding a balance in excess of £5,000;
- Recent statements for all secured and unsecured loans;
- Bankruptcy orders and official notifications of bankruptcy.

Where the Council is not satisfied that it has been provided with sufficiently reliable, complete, and accurate information to assess the landlord's financial position, the Council may draw the inference that the landlord is able to pay the civil penalty as imposed.

A claimed inability to pay will not, of itself, outweigh the need to ensure effective

deterrence or to remove any financial benefit obtained as a result of the breach or offence.

5 The Totality Principle

The Council will have regard to the totality principle to ensure that the overall outcome of its enforcement action is just and proportionate. In exceptional cases, and having regard to the particular circumstances of the case, the Council may take account of totality at an earlier stage by deciding not to pursue a civil penalty in respect of a specific breach or offence where doing so would render the overall outcome disproportionate.

In general, however, the application of the totality principle will form the final step in the Council's decision-making process, undertaken after any written representations have been considered and before final notices are issued, once the level of each individual civil penalty has been assessed in accordance with this policy.

As a final step before issuing final notices, the Council will consider whether multiple civil penalties being imposed under this policy against the same landlord at the same time result in an aggregate amount that is just and proportionate. Where the Council concludes that the aggregate amount would not be just and proportionate, it will consider whether a proportionate reduction of the penalties is appropriate.

The totality principle does not operate across different legal persons who are separately liable in law, nor does it operate across civil penalties imposed at different times. In general, it applies only to multiple civil penalties imposed under this policy on the same person at the same time. Where, however, legislation provides that an officer of a body corporate, or a person concerned in its management, may be separately liable in relation to the same conduct as the body corporate, and that officer also holds a shareholding interest in the body corporate, the Council will, where civil penalties are imposed at the same time on both the body corporate and the officer arising from that same conduct, consider whether the combined outcome results in punitive duplication and is therefore not just and proportionate.

Where a reduction is applied under the totality principle, the Council will ordinarily do so by applying a uniform percentage reduction across all relevant civil penalties being issued at the same time, being those civil penalties that form part of the same totality assessment. Where, however, the application of the totality principle is required to address punitive duplication arising from a shared economic interest between a body corporate and an officer, the Council may apply a differential adjustment to ensure that the overall outcome is just and proportionate.

This approach reflects the statutory guidance on the application of the totality principle and is intended to promote consistency, transparency, and proportionality, while avoiding arbitrary or selective adjustment of individual penalties.

In accordance with the statutory guidance, any rent repayment orders made in respect of the same breach or offence will be disregarded for the purposes of assessing the totality of civil penalties under this policy.

Process for imposing a civil penalty and the right to make written representations

Notice of intent

Before imposing a civil penalty on a landlord, the Council will give the landlord a notice of intent. The notice of intent will set out:

- The amount of the proposed civil penalty
- The reasons for proposing to impose the civil penalty
- Information about their right to make written representations

Right to make written representations

A landlord who is given a notice of intent may make written representations to the Council about the proposal to impose a civil penalty. Any representations must be made within a period of 28 days beginning with the day after the date on which the notice of intent was given.

Decision after the representations period

After the end of the period for representations the Council will:

- Decide whether to impose a civil penalty on the landlord; and
- If it decides to impose a civil penalty, decide the amount of the penalty. This amount can be higher or lower than the amount stated in the notice of intent.

A landlord's rectification of the identified breach or offence during the representations period will rarely, of itself, lead the Council to conclude that the imposition of a civil penalty is inappropriate. However, compliance at that stage will usually be relevant to the assessment of mitigating factors that may reduce the level of any civil penalty imposed.

Similarly, an admission of liability will rarely, of itself, lead the Council to conclude that the imposition of a civil penalty is inappropriate. An admission of liability will, however, usually be relevant to the assessment of mitigating factors that may reduce the level of any civil penalty imposed.

Final notice

If, following the receipt of written representations and/or the expiry of the time period to make written representations, the Council decides to impose a civil penalty on the landlord, it will give the landlord a final notice imposing that penalty.

The final notice will set out:

- The amount of the civil penalty
- The reasons for imposing the penalty
- Information about how to pay the penalty
- The period for payment of the penalty
- Information about rights of appeal
- The consequences of failure to comply with the notice

Discount for prompt payment

Where a civil penalty imposed by a final notice is paid in full within the period specified in that notice (normally 28 days beginning with the day after the final notice is given), the Council will apply a discount of 15% to the amount of the civil penalty.

The availability of the discount is conditional upon full payment being received within the specified period. The discount period will not be extended or suspended by the bringing of an appeal. A landlord who chooses to appeal may still benefit from the discount by paying the civil penalty in full within the specified period; however, where payment is not made within that period, the discount will not apply.

Illustrative example of the application of the discount

The landlord of an HMO property fails to obtain a licence. They only operate two HMO properties and there are no other relevant factors or aggravating features. The starting point for the offence under the Council's civil penalties matrix is £17,000.

Following the issue of a notice of intent proposing a civil penalty of £17,000, the landlord makes written representations. Having considered those representations, the Council determines to impose a civil penalty of £16,000, as set out in the final notice.

If the landlord pays the civil penalty in full within the payment period specified in the final notice, a 15% prompt payment discount is applied, resulting in a discounted payment of £13,600.

Appeals

A landlord who is given a final notice may appeal to the First-tier Tribunal (Property Chamber) against the decision to impose a civil penalty and/or the amount of the civil penalty. Any appeal must be made within 28 days beginning with the day after the date on which the final notice was given.

Where an appeal is brought, the final notice is suspended until the appeal is finally determined or withdrawn.

An appeal to the First-tier Tribunal is by way of a re-hearing of the Council's decision. In determining an appeal, the Tribunal may have regard to matters of which the Council was unaware at the time the decision to impose the civil penalty was made.

The Tribunal may dismiss an appeal if it is satisfied that the appeal is frivolous, vexatious, an abuse of process, or has no reasonable prospect of success.

The First-tier Tribunal may invite the parties to consider mediation or another form of alternative dispute resolution. The Council will not generally agree to mediation in relation to the level of a civil penalty, as civil penalties are determined by reference to this Policy to promote fair, consistent, and proportionate outcomes. Agreeing reductions outside the Policy framework would risk undermining consistency and the Council's enforcement objectives.

On determination of an appeal, the Tribunal may:

- Confirm the civil penalty
- Vary the amount of the civil penalty (whether by increase or reduction)
- Cancel the civil penalty

Where the Tribunal varies a civil penalty by increasing its amount, it may do so only up to the applicable statutory maximum for the relevant breach or offence (£7,000 or £40,000, as applicable).

A party to the appeal may apply for permission to appeal the decision of the First-tier Tribunal to the Upper Tribunal (Lands Chamber).

Civil Penalties Matrix

This section indicates the range of offences and breaches where a civil penalty may be levied and relevant considerations as to the level of that penalty

Protection from Eviction Act 1977 offences

Unlawful eviction and harassment of occupier - section 1 of the Protection from Eviction Act 1977

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£35,000	£40,000	£28,000	£35,000	£42,000

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- Violence or threats of violence.
- Disposal of possessions or threats to dispose of possessions.
- Breach or evasion of an injunction or undertaking.
- Loss of home.

Housing Act 1988 breaches and offences

Failure to give a written statement of terms and any other prescribed information - section 16D of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£7,000	£3,200	£4,000	£4,800

Offence-specific mitigating factors:

- Provision of some of the required terms and prescribed information within the required period.

Offence-specific aggravating factors:

- None.

Attempting to let a property for a fixed term - section 16E(1)(a) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£7,000	£3,200	£4,000	£4,800

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

Attempting to end a tenancy by service of a notice to quit - section 16E(1)(b) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- Tenant vacates property within four months of the date of vacation or equivalent specified in the notice to quit.

Attempting to end a tenancy orally or requiring that it is ended orally - section 16E(1)(c) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- Tenant vacates property within four months of the date of vacation or equivalent specified in the notice to quit.

Serving a possession notice that attempts to end a tenancy outside the prescribed section 8 process - section 16E(1)(d) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- Tenant vacates property within four months of the date of vacation or equivalent specified in the notice to quit.

Relying on a ground where the person does not reasonably believe that the landlord is, will, or may be able to obtain possession on that ground and the tenant(s) surrendered the tenancy within the period of four months beginning with the date of the contravention, without an order for possession of the dwelling-house being made - section 16E(1)(e) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

Failing to provide a tenant with prior notice that a ground which requires it may be used - section 16E(1)(f) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£3,000	£7,000	£2,400	£3,000	£3,600

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

Failure to give an existing tenant prescribed information about changes made by the Renters' Rights Act 2025 in the prescribed form and timeframe - paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£7,000	£3,200	£4,000	£4,800

Offence-specific mitigating factors:

- Provision of some of the required prescribed information within the required period.
- Provision of prescribed information but not in the prescribed form.

Offence-specific aggravating factors:

- None.

Continuation of conduct subject to a relevant penalty (under s.16I or s.16K Housing Act 1988) after the 28-day period (or, if appealed, after conclusion of the appeal) where the final notice has not been withdrawn — section 16J(3) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Double the starting level for the two constituent breaches added together	£40,000	Dependent on the constituent breaches	Dependent on the constituent breaches	Dependent on the constituent breaches

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

Conduct giving rise to liability under s.16I, where within the preceding five years the person has either (i) had a relevant penalty (under s.16I or s.16K Housing Act 1988) imposed for different conduct and the final notice has not been

withdrawn, or (ii) been convicted under s.16J for different conduct – section 16(J)(4) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Double the starting level for the two constituent breaches added together	£40,000	Dependent on the constituent breaches	Dependent on the constituent breaches	Dependent on the constituent breaches

Offence-specific mitigating factors:

- Dependent on the most recent conduct giving rise to liability to a civil penalty under section 16I of the Housing Act 1988.

Offence-specific aggravating factors:

- Dependent on the most recent conduct giving rise to liability to a civil penalty under section 16I of the Housing Act 1988.

Relying on a ground where the person knows that the landlord would not be able to obtain an order for possession on that ground, or being reckless as to whether the landlord would be able to do so and the tenant(s) surrendered the tenancy within the period of four months beginning with the date the ground was relied on, without an order for possession of the dwelling-house being made – section 16J(1) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£30,000	£40,000	£24,000	£30,000	£36,000

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

Breach of restrictions relating to reletting (s16(E)(2) Housing Act 1988) or remarketing (s16(E)(3) Housing Act 1988) a property within restricted period after using Grounds 1 or 1A of Schedule 2 Housing Act 1988 - section 16J(2) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£25,000	£40,000	£20,000	£25,000	£30,000

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

Housing and Planning Act 2016 offences

Breach of a banning order - section 21(1) of the Housing and Planning Act 2016

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£35,000	£40,000	£28,000	£35,000	£42,000

Offence-specific mitigating factors:

- A single, isolated incident.

Offence-specific aggravating factors:

- Concealment or evasion.

Renters Rights Act 2025 breaches

Discrimination relating to children in the lettings process – section 33(1) of the Renters’ Rights Act 2025

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

Discrimination relating to benefits in the lettings process – section 34(1) of the Renters’ Rights Act 2025

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

Failure to specify proposed rent within a written advertisement or offer – section 56(2) of the Renters’ Rights Act 2025

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£3,000	£7,000	£2,400	£3,000	£3,600

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

Inviting, encouraging or accepting any offer of rent greater than the stated rate – section 56(3) of the Renters’ Rights Act 2025

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£7,000	£3,200	£4,000	£4,800

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- None.

The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 breach of duties

Failure to comply with The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 Regulation 3: (3)(b), (3)(d), (3)(e). Regulation 3D: (a), (b), (c), (f)

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£5,000	£40,000	£4,000	£5,000	£6,000

Offence-specific mitigating factors:

- The report or record evidences that the electrical installations were compliant at all points.

Offence-specific aggravating factors:

- The number or nature or severity of the issues observed on the report or record.

Failure to comply with The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 Regulation 3: (1)(a), (1)(b), (1)(c), (3)(a), (3)(c), (3)(ca), (5)(b), (5)(c). Regulation 3B: (1)(a), (1)(b), (1)(c). Regulation 3C: (1), (2)(a). Regulation 3D: (d), (e)

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£12,500	£40,000	£10,000	£12,500	£15,000

Offence-specific mitigating factors:

- The report or record evidences that the electrical installations were compliant at all points.

Offence-specific aggravating factors:

- The number or nature or severity of the issues observed on the report or record.

Failure to comply with The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 Regulation 3: (4), (5a), (6). Regulation 3C: (2)(b), (4)

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£20,000	£40,000	£16,000	£20,000	£24,000

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- The number or nature or severity of the issues observed on the report or record.

Housing Act 2004 offences

Failure to comply with an improvement notice - section 30(1) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£25,000	£40,000	£20,000	£25,000	£30,000

Offence-specific mitigating factors:

- The nature and extent of hazard(s) that are present once the deadline for compliance has passed.
- Whether the property is unoccupied once the deadline for compliance has passed.
- Access to the property was prevented by the actions or refusal of the occupant(s) and a landlord can evidence that they took steps to obtain access to the property for the purpose of carrying out the required works, but those steps fell short of establishing a reasonable excuse for non-compliance.

Offence-specific aggravating factors:

- The nature and extent of hazard(s) that are present once the deadline for compliance has passed.

Failure to comply with an overcrowding notice - section 139(7) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£20,000	£40,000	£16,000	£20,000	£24,000

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- The level of overcrowding present.

Failure to obtain an HMO licence - section 72(1) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£17,000	£40,000	£13,600	£17,000	£20,400

Offence-specific mitigating factors:

- None.

Offence-specific aggravating factors:

- The landlord has knowledge or experience of licensing requirements.
- The condition of the unlicensed property.

Knowingly permitting over-occupation of an HMO - section 72(2) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£20,000	£40,000	£16,000	£20,000	£24,000

Offence-specific mitigating factors:

- There are suitable amenity and space provisions in the HMO.

Offence-specific aggravating factors:

- The level of over-occupation present.

Failure to Comply with The Management of Houses in Multiple Occupation [England] Regulations 2006 and The Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007 – section 234(3) of the Housing Act 2004

The Management of Houses in Multiple Occupation (England) Regulations 2006 impose duties on the persons managing HMOs in respect of:

- Providing information to occupiers [Regulation 3]
- Taking safety measures, including fire safety measures [Regulation 4]
- Maintaining the water supply and drainage [Regulation 5]
- Supplying and maintaining gas and electricity, including having these services/appliances regularly inspected [Regulation 6]
- Maintaining common parts [Regulation 7]
- Maintaining living accommodation [Regulation 8]
- Providing sufficient waste disposal facilities [Regulation 9]

The Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007 impose duties on the persons managing HMOs as defined by Section 257 Housing Act 2004 in respect of:

- Providing information to occupiers [regulation 4]
- Taking safety measures, including fire safety measures [regulation 5]
- Maintaining the water supply and drainage [regulation 6]
- Supplying and maintaining gas and electricity, including having these services/appliances regularly inspected [regulation 7]
- Maintaining common parts [regulation 8]
- Maintaining living accommodation [regulation 9]
- Providing sufficient waste disposal facilities [regulation 10]

Where there are multiple breaches of a single Management Regulation at a single HMO, a single civil penalty will be imposed which will cover all the breaches of that Management Regulation.

Where multiple Management Regulations have been breached at a single HMO, a separate civil penalty will be imposed for each Management Regulation that has been breached. Name of Management	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment

Regulation					
Duty of manager to provide information to occupier	£3,000	£40,000	£2,400	£3,000	£3,600

Offence-specific mitigating factors:

- The nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

- The nature and extent of offences within the specific regulation
- The landlord has refused to provide any outstanding contact information more than 48 hours after it has been requested by an occupant or on behalf of an occupant.

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty of manager to take safety measures	£20,000	£40,000	£16,000	£20,000	£24,000

Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

- The number, nature and extent of offences within the specific regulation

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty of manager to maintain water supply and drainage	£10,000	£40,000	£8,000	£10,000	£12,000

Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

- The number, nature and extent of offences within the specific regulation

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment

Duty of manager to supply and maintain gas and electricity	£12,000	£40,000	£9,600	£12,000	£14,400
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Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

- The number, nature and extent of offences within the specific regulation

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty of manager to maintain common parts, fixtures, fittings and appliances	£7,000	£40,000	£5,600	£7,000	£8,400

Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

- The number, nature and extent of offences within the specific regulation

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty of manager to maintain living accommodation	£7,000	£40,000	£5,600	£7,000	£8,400

Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

The number, nature and extent of offences within the specific regulation Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty to provide waste disposal facilities	£7,000	£40,000	£5,600	£7,000	£8,400

Offence-specific mitigating factors:

- The nature and extent of offences within the specific regulation

Offence-specific aggravating factors:

- The nature and extent of offences within the specific regulation
- The lack of sufficient refuse and/or litter containers either inside and/or outside the property has been previously reported
- The refuse and/or litter that requires disposal includes hazardous materials

Breach of licence conditions – Section 72(3) Housing Act 2004

All granted HMO licences impose a set of conditions on the licence holder. It is important that the licence holder of a licensed property complies with all imposed conditions, but the Council recognises that a failure to comply with certain licence conditions is likely to have a much bigger impact on the safety and comfort of residents than others.

The starting levels for each different type of licence condition breach is set out below based on the seriousness of the offence. Where a licence condition could be interpreted to fall within two different potential starting levels, the higher starting level will be chosen.

Where multiple licence conditions have been breached at a single property, a separate civil penalty will be imposed for each licence condition that has been breached.

Failure to comply with licence conditions related to:

- Signage or the provision of information for tenants
- Provision of written terms of occupancy for tenants
- Procedures regarding complaints
- Procedures regarding vetting of incoming tenants
- Compliance with deposit protection legislation
- The recording and provision of information regarding rent payments
- Procedures relating to rent collection
- The provision of information regarding occupancy of the property
- The provision of information regarding change of managers or licence holder details
- The provision of information related to changes in the property
- Requirements relating to the sale of the property
- Attending training courses
- Requirements to hold insurance
- The provision of insurance documentation
- The provision of or obtaining of suitable references
- The provision of keys and alarm codes
- Security provisions for access to the property
- The provision of suitable means for occupiers to regulate temperature
- Carrying out items on a schedule of works not otherwise mentioned in the HMO licence conditions section of this policy, relating to non-compliance with items on a schedule of works

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£40,000	£3,200	£4,000	£4,800

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

- Procedures and actions regarding Inspections
- Procedures regarding Repair issues
- Maintenance and use of common parts (including gardens, outbuildings and property exterior) and living areas
- Safeguarding occupiers and minimising disruption during works

- The provision of information regarding alterations and construction works
- Procedures regarding emergency issues
- Waste and waste receptacles, pests, minor repairs, alterations or decoration.
- Giving written notice prior to entry
- Allowing access for inspections
- Minimising risk of water contamination
- The compliance of furnishings or furniture with fire safety regulations
- Carrying out items on a schedule of works in relation to provision of mechanical extraction or electrical sockets
-

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£7,000	£40,000	£5,600	£7,000	£8,400

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

- The provision of documentation regarding energy performance certificates, fire detection and prevention, emergency lighting, carbon monoxide detection, fire risk assessments, gas installations, electric installations and appliances
- Notification of legal proceedings, contraventions and other relevant information that may affect a fit and proper person status
- Procedures and actions regarding ASB
- Carrying out items on a schedule of works in relation to the provision of personal hygiene facilities, kitchen facilities or heating

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£12,500	£40,000	£10,000	£12,500	£15,000

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

- Minimum floor areas
- Occupancy rates
- Occupancy of rooms or areas that are not to be used as sleeping accommodation
- Limits on number of households allowed to occupy the property or part of the property

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£20,000	£40,000	£16,000	£20,000	£24,000

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Failure to comply with licence conditions related to:

- The condition or existence of smoke alarms, carbon monoxide alarms, emergency lighting, gas installations, electric installations and appliances, fire detection or other fire safety features or requirements
- The provision and maintenance of safe means of escape, including requirements to keep escape routes and exits free from obstruction
- Carrying out items on a schedule of works in relation to fire safety or the provision of a Carbon Monoxide detector

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£25,000	£40,000	£20,000	£25,000	£30,000

Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

Agenda Item No 10

Resources Board

16 March 2026

Report of the Communities Manager

Grendon Football Club and Boot Hill Recreation Ground

1 Summary

- 1.1 This report provides the Board with an updated draft lease with Grendon Football Club, through which it could assume responsibility for the management and maintenance of the pitch and pavilion at Boot Hill Recreation Ground.

Recommendation to the Board:

To consider and approve the terms of the draft lease, as attached at Appendix A to the report, which will be used as the basis for final agreement with the Football Club.

2 Consultation

- 2.1 This matter has already received consideration and approval at the Community and Environment Board.
- 2.2 At the previous meeting of this Board on 26 January, Members agreed the proposal to enter into a ten-year lease with Grendon Football Club, with the details of the lease to be agreed.

3 Boot Hill Recreation Ground

- 3.1 An initial Tenancy at Will between this Authority and Grendon Football Club for the use of the pitches on Boot Hill Recreation Ground was approved by Resources Board on 21 September 2012. A revised ten-year lease, through which Grendon Football Club could assume responsibility for the management and maintenance of the pitches and pavilion on the site, is attached at **Appendix A** for this Board's consideration.

4 Report Implications

4.1 Finance and Value for Money Implications

- 4.1.1 There are no immediate financial implications arising from the content of this report.

4.1.2 The Football Club will assume responsibility for the utilities and running costs of the pavilion and the maintenance and marking of the pitch, whilst the Authority will maintain responsibility for the compliance checks.

4.2 Safer Communities Implications

4.2.1 Projects advanced through the Green Space and Playing Pitch Strategies contribute to community safety by providing well-managed open space and recreation areas that afford opportunities for positive activity.

4.3 Legal, Data Protection and Human Rights Implications

4.3.1 If this Board was to approve the lease at Boot Hill Recreation Ground, Legal Services will ensure that it has appropriate terms to protect the Authority's position.

4.3.2 There are no specific data protection or human rights implications arising directly out of this report.

4.4 Environment, Climate Change and Health Implications

4.4.1 Delivery of priorities identified in the Green Space and Playing Pitch Strategies contributes directly to environmental improvements, enhancement of biodiversity and mitigation of the effects of climate change. It also helps to build sustainable and vibrant communities.

4.5 Human Resources Implications

4.5.1 There are no human resource implications arising directly out of this report.

4.6 Risk Management Implications

4.6.1 There are no direct risks consequent upon the services identified within this report. Any approved lease arrangement will protect the Authority's position and the interests of the local community.

4.7 Equalities Implications

4.7.1 There are no equalities implications arising from this report. The Authority's green spaces and playing pitches are provided for the benefit of the whole community and no group or individual defined by the protected characteristics under the Equality Act will be excluded therefrom.

4.8 Links to Council's Priorities

4.8.1 The North Warwickshire Green Space and Playing Pitch Strategies have direct and positive links to the following corporate priorities:

- Safe, liveable, locally focused communities
- Prosperous and healthy

- Sustainable growth and protected rurality
- Efficient organisation

The Contact Officer for this report is Becky Evans (719346).

Background Papers

Local Government Act 1972 Section 100D, as substituted by the Local Government Act, 2000 Section 97

Background Paper No.	Author	Nature of Background Paper	Date
1	North Warwickshire Borough Council	North Warwickshire Playing Pitch Strategy (2018 to 2031)	January 2019
2	North Warwickshire Borough Council	North Warwickshire Green Space Strategy (2020 to 2033)	January 2020
3	Corporate Director of Streetscape	Report to Community and Environment Board - North Warwickshire Green Space and Playing Pitch Strategies - Progress Report	January 2026
4	Corporate Director of Streetscape	Report to Resources Board - Grendon Football Club and Boot Hill Recreation Ground	January 2026

DATED

LEASE

relating to

Boot Hill Recreation Ground, Grendon, Atherstone

between

NORTH WARWICKSHIRE BOROUGH COUNCIL

and

Grendon Football Club acting by it's chairman

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41.	Entire agreement.....	26
42.	Notices, consents and approvals.....	27
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LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WK329698

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

North Warwickshire Borough Council, The Council House, South Street, Atherstone CV9 1DE

Tenant

Grendon Football Club acting by its chairman.

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

[The easements as specified in clause 3.1 of this lease].

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 4 of this lease.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

None

This lease is dated _____

Parties

- (1) NORTH WARWICKSHIRE BOROUGH COUNCIL of the Council House, South Street Atherstone, CV9 1DE (**Landlord**)
- (2) GRENDON FOOTBALL CLUB acting by its chairman (**Tenant**)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Act of Insolvency:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or

- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or
- j) [the levying of any execution or other such process on or against, or taking control of possession of, the whole or any part of the Tenant's asset.]

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent at an rate of one peppercorn per annum, if demanded.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (*SI 2015/51*).

Contractual Term: a term of 10 years beginning on, and including the date of this lease.

Default Interest Rate: 3 % per annum above the Interest Rate.

[Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*).]

[Energy Performance Certificate: a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*).]

Insurance Rent: the aggregate in each year of:

a) The gross cost of the premium before any discount or commission for the insurance of:

i) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses; and

ii) loss of Annual Rent of the Property for [three] years;

b) any insurance premium tax payable on the above.

Insured Risks: fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles

dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of Lloyds Bank PLC, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: use as a sports and recreation club for community use to include the playing of football from and any ancillary use or any other sporting use / activity to be agreed with the Landlord in writing.

Property: the land and building at at Boot Hill Recreation Ground, Grendon, Atherstone Warwickshire shown edged red on the attached plan.

[**Recommendation Report:** a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).]

Rent Payment Dates: 25 March, 24 June, 29 September and 25 December

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register of title number WK329698

VAT: value added tax chargeable in the UK.

VATA 1994: Value Added Tax Act 1994.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.7 A reference to the **term** is to the Contractual Term [and statutory continuation of this lease].
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with **clause 41.5** and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with **clause 41.6**.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.13 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16 Subject to **clause 41.1** a reference to **writing** or **written** includes fax and email.
- 1.17 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

- 1.19 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.20 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. Grant

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made [together with the ancillary rights set out in clause 3.1] excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
 - (b) the Insurance Rent; [and]
 - (c) all interest payable under this lease; and
 - (d) all other sums due under this lease].

3. Ancillary rights

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**):
- (a) A right of way on foot, at all times and by vehicle over the carpark providing access between the Property and Boot Hill coloured brown on the Plan for obtaining access to the Premises;
 - (b) The free and uninterrupted passage and running of water soil gas electricity and other services to the land hereby demised over through and along the sewers drains pipes wires and cables which now are or may hereafter during the term hereby granted be in under or upon the adjoining or neighbouring land of the Landlord or its tenants for the time being and the right to connect into these services and install new services to serve the Property and the right to enter upon the Landlord's neighbouring property for the purposes of installing repairing cleansing maintaining and renewing any services subject to the Tenant making good any damage caused to the reasonable satisfaction of the Landlord.

4. Rights excepted and reserved

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:
- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;

- (b) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property [and any neighbouring or adjoining property in which the Landlord acquires an interest during the term] as the Landlord may think fit;
- (c) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- (d) the right to build on or into any boundary wall of the Property in connection with any of the Reservations; [and]
- (e) the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property; [and]
- (f) The free and uninterrupted passage and running of water soil gas electricity and other services to and from adjoining or neighbouring property or units of the Landlord over through and along the sewers drains pipes wires and cables which now are or may hereafter during the term hereby granted be in under or upon the demised land with the right for the Landlord to enter upon the demised land at any time for the purpose of repairing cleansing maintaining and renewing the said sewers drains pipes wires and cables subject to the Landlord making good all damage caused by such entry except in so far as such entry may be necessitated by any act or default of the Tenant

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property [provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use].

4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other

occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. Third Party Rights

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. The Annual Rent

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by four equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

7. Insurance

7.1 The Tenant shall be responsible for the costs of insuring the Property against the Insured Risks and Public Liability insurance in respect of the Property and sports activities held there at the request of the Landlord, supply the Landlord with a copy of the insurance and the receipt for the then current years premium.

- (a) If the Property or any part of it is damaged or destroyed by an Insured Risk, the Tenant shall:
 - (i) promptly notify the Landlord and make a claim under the insurance policy for the Property;
 - (ii) promptly take such steps as may be necessary and proper to obtain all planning and other consents that are required to repair (or as the case may be) rebuild or reinstate the Property.

7.2 If, following damage or destruction caused by any of the Insured Risks, the repair, rebuilding or reinstatement of the Property shall be impossible due to the inability to obtain the necessary planning or other consents:

- 7.2.1 the Tenant's obligation to reinstate the Property contained in clause **Error! Reference source not found.** or otherwise shall no longer apply;
- 7.2.2 the Tenant shall hold all proceeds of any insurance in respect of the Property on trust for itself, the Landlord and any grant funder or third party funder in proportion to their respective interests in the Property immediately before the damage or destruction, as agreed in writing between the Landlord and the Tenant and failing agreement, in the proportions determined pursuant to clause 7.2.4; and
- 7.2.3 the Tenant shall pay (in cleared funds) the Landlord's proportion of such insurance proceeds within twenty Working Days of the date of receipt of the proceeds of the insurance policy or within ten working days of the determination pursuant to clause 7.2.4; whichever is the later.
- 7.2.4 Any dispute arising regarding this clause **Error! Reference source not found.** shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

8. Rates and taxes

- 8.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

- (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 8.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the total.
- 9. Utilities**
- 9.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 9.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall those costs.
- 9.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.
- 10. VAT**
- 10.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 10.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the VATA 1994.
- 11. Default interest and interest**
- 11.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date to and including the date of payment.
- 11.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

12. Costs

- 12.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with or in contemplation of any of the following:
- (a) the enforcement of the tenant covenants of this lease;
 - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
 - (e) any consent or approval applied for under this lease, whether or not it is granted [(unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it)].
- 12.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

13. Compensation on vacating

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

14. Set-off

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15. Registration of this lease

- 15.1 Promptly following the grant of this lease, the Landlord shall apply to register this lease at HM Land Registry. The Landlord shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly.

16. Assignments

- 16.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.
- 16.2 The Tenant shall not assign part only of this lease.
- 16.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:
- (a) a condition that the assignor enters into an authorised guarantee agreement which:
 - (i) is in respect of all the tenant covenants of this lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
 - (iii) imposes principal debtor liability on the assignor;
 - (iv) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (v) is otherwise in a form reasonably required by the Landlord;
 - (b) a condition that a person of standing acceptable to the Landlord acting reasonably enters into a guarantee and indemnity of the tenant covenants of this lease in such form as the Landlord may reasonably require.
- 16.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist:
- (a) the Annual Rent or any other money due under this lease is outstanding or there is a material breach of covenant by the Tenant that has not been remedied;
 - (b) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease; or
- 16.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

17. Underlettings

Except as expressly permitted by this Lease, the Tenant shall not charge, underlet or part with possession or share the occupation of, or permit any person to occupy, or create any trust in respect of the Tenant's interest in the whole or any part of the Property.

18. Sharing occupation

The Tenant may share occupation with other sports users as required, as long as no relationship of landlord and tenant is established by that arrangement.

19. Charging

19.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

19.2 The Tenant shall not charge part only of this lease.

20. Prohibition of other dealings

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

21. Registration and notification of dealings and occupation

21.1 In this clause a **Transaction** is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it;
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

21.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within [one month] of completion

of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

- 21.3 No later than one month after a Transaction the Tenant shall:
- (a) give the Landlord's solicitors notice of the Transaction; [and]
 - (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors[; and
 - (c) pay the Landlord's solicitors a registration fee of £50 (plus VAT)].
- 21.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

22. Closure of the registered title of this lease

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

23. Repairs

- 23.1 The Tenant shall keep the Property clean and tidy and in good repair and condition and free from deposits and waste rubbish or refuse the Property and the hedges, trees fences and gates in and around the Property and the hard surfaces and to keep any gates for vehicular access always locked when the Property is not in use for organised sports activities.
- 23.2 The Tenant must not fell any tree without written permission from the Landlord. The Landlord will carry out inspections on the trees every 5 years and carry out any necessary works associated with those inspections.
- 23.3 The Tenant is to provide all grounds maintenance and line marking in respect of the Property.
- 23.4 Should any repairs be required to internal fittings the Tenant shall notify the Landlord shall instruct their contractor to carry out the required repair the cost of which shall be paid for by the Tenant.

24. Decoration

- 24.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.

24.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

24.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

25. Alterations

25.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.

25.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

25.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

25.4 The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to] have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

26. Signs

26.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

26.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside, except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use, without the consent of the Landlord, such consent not to be unreasonably withheld.

26.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

26.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

27. Returning the Property to the Landlord

27.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

- 27.2 If the Landlord gives the Tenant notice no later than six months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 27.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 27.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

28. Use

- 28.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 28.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 28.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

29. Compliance with laws

- 29.1 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed from the Property.
- 29.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 29.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and

- (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 29.4 The Tenant shall not apply for any planning permission for the Property.
- 29.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 29.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 29.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 29.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

30. Energy performance certificates

- 30.1 [The Tenant shall:
 - (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property [including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate]; and
 - (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.]
- 30.2 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent [such consent not to be unreasonably withheld].

31. Encroachments, obstructions and acquisition of rights

- 31.1 The Tenant shall not grant any right or licence over the Property to a third party.

- 31.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 31.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 31.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 31.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
 - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

32. Breach of repair and maintenance obligation

- 32.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 32.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 32.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 32.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 35.

33. Indemnity

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the

Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

34. Landlord's covenant for quiet enjoyment

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

35. Re-entry and forfeiture

35.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant in, this lease;
- (c) an Act of Insolvency.

35.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

36. Statutory and Safety Obligations

36.1 The Tenant must comply in all respects with the requirements of any statutes, and any other obligations imposed by law or any byelaws, applicable to the Property or the activities for the time being carried on there. These laws include the Health and Safety at Work etc Act 1974, the Management of Health and Safety at Work Regulations 1999, the Regulatory Reform (Fire Safety) Order 2005, the Electricity at Work Regulations 1989, the Control of Substances Hazardous to Health Regulations 2002, the Control of Asbestos Regulations 2012, the Health and Safety (First Aid) Regulations 1981 and the Provision and Use of Work Equipment Regulations 1998 as well as others.

36.2 The Tenant must give full particulars to the Landlord of any notice, direction, order or proposal relating to the property made, given or issued to the Tenant by any government's department or local, public, regulatory or other authority or court within 14 days of receipt, or if reasonably requested by the Landlord must produce it to the Landlord. The Tenant must without delay take all reasonable steps to comply with the

notice direction or order. At the request and cost of the Landlord, the Tenant must make or join with the Landlord in making any objection or representation the Landlord deems expedient against or in respect of any fee, notice, direction, order or proposal.

36.3 The Landlord and the Tenant, at the cost of the Landlord, shall share responsibility in the required assessments/audits/ reviews/ inspections in order to comply with all Health and Safety Legislation and regulations covering (but not limited to):

The Landlord will ensure that regular Fire Risk Assessments (FRA) are carried out by appropriately Competent people as well as keeping the FRA under review, progressing the Action Plan and ensuring that all the required inspections, servicing and maintaining of all the required fire safety equipment in a fully useable condition is accomplished. The frequency of all such assessments, reviews, inspections, servicing and maintenance shall be set out in the Landlord's Fire Safety Policy.

The Tenant must inform the Landlord within 24 hours of becoming aware of any provided fire safety provision which has become damaged or appears not to be providing the required level of fire safety provision including if any fire extinguishers are set off or damaged within 24 hours of discovering such. The Landlord will maintain the Fire Extinguishers, emergency lighting, fire evacuation signage and all equipment identified as being required for fire safety within the premises. Full and sufficient access for the vehicles of the Fire and Rescue Service will be maintained by both the Landlord and the Tenant.

The Landlord will ensure that regular Water Safety Risk Assessments ('Legionella Risk Assessment' or "LRA") and a Written Scheme of Control ('WSOC') are carried out by appropriately Competent people as well as keeping the LRA under review, progressing the Action Plan and ensuring that all the required inspections, servicing and maintaining of all the required water safety equipment in a fully useable condition is accomplished. This will include weekly flushing, regular servicing and monitoring as specified in the WSOC. The frequency of all such assessments, reviews, inspections, servicing and maintenance shall be set out in the Landlord's Water Safety Policy.

The Tenant must inform the Landlord within 24 hours of becoming aware of any provided water safety provision which has become damaged or appears not to be providing the required level of water safety provision.

The Landlord will ensure that a copy of the Asbestos Management Plan (AMP), including an asbestos register containing the results from the most recent asbestos survey, is made available on site and that a regular re-inspection of the Asbestos survey in accordance with the Control of Asbestos Regulations 2012 and the Landlord's Asbestos Policy is carried out. The Tenant must make themselves aware of all locations where it has been determined that Asbestos is present (or presumed to be present) in the Premises and will take steps to prevent damage to these areas. Both the Tenant and the Landlord will ensure that all Contractors will be made aware of where the asbestos survey has indicated that asbestos may be present (identified or presumed) The Tenant will communicate to the Landlord within 24 hours when they become area of such damage or deterioration in an area where asbestos may be present or have become aware of potential additional asbestos.

The Tenant will provide all cleaning substances. The Tenant will ensure that all substances that fall within the Control of Substances Hazardous to Health Regulations 2002 (as amended) will have current suitable and sufficient COSHH Risk Assessments and that everyone who uses these substances have received adequate and appropriate training.

The Tenant shall provide all equipment required for the work to be undertaken. The Tenant will be responsible for all the inspections required under the Provision and Use of Work Equipment Regulations 1994.

The Tenant will be responsible for ensuring that all items of electrical equipment requiring a Portable Appliance Test ('PAT') will either have a satisfactory current PAT test result or will be taken out of use. The Tenant will be responsible for ensuring that all equipment used will only be used if it is safe to use and all users of the equipment have been appropriately and adequately trained.

The Landlord will be responsible for ensuring that an Electrical Installation Condition Report is undertaken at the appropriate intervals as specified in the Landlord's Electrical Safety Policy and that all significant findings from the report are acted upon as appropriate.

Relating to the Emergency Lighting within the premises, the Landlord will be responsible for arranging both the annual discharge test and the monthly “flick” testing

The Tenant shall communicate any concerns that they have around Fire Safety or Health and Safety including, but not only, Fire Safety, Water Safety, Electrical Safety and Asbestos to the Landlord’s Facility Manager within 24 hours

For the avoidance of doubt, all those utilised for both regular and exceptional maintenance, assessments, inspections, flushing, monitoring and servicing etc must be appropriately Competent to do so.

The Tenant will ensure that an assessment of first-aid needs appropriate to the circumstances has been undertaken. As a minimum the Tenant shall ensure that there is a trained appointed person on site to summon first aid when this may be required as a result of the activities that the Tenant is responsible for.

The frequency of all such assessments, reviews, inspections, servicing and maintenance shall be set out in the Landlord’s Fire Safety Policy.

The Tenant shall ensure that they have suitable and sufficient risk assessments for all tasks which contain intrinsic risks to the health and safety of either participants, employees, volunteers, contractors or others.

If the Tenant will be selling food then they must maintain hygiene, train staff, maintain pest control in accordance with the Food Safety Act 1990, the Food Hygiene (England) Regulations 2006 and related rules and should liaise with the Landlord’s Environmental Health team as regards registration, advice and compliance.

The Tenant will ensure that the Property is a smoking and vaping free space and that no smoking or vaping should take place within 5 metres of buildings, sidelines and pitches.

The Tenant will ensure that any pest control matters are carried out by a licensed contractor, approved by the Landlord, including the control and prevention of, but not limited to rats, mice, wasps, moles, cockroaches, ants, pigeons, gulls, grey squirrels, bed bugs and any other pest.

36. Section 62 of the Law of Property Act 1925, OR implied rights

36.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

37. Joint and several liability

37.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

37.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

37.3 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

37.4 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, [unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice **OR** unless the Landlord knows it has failed to perform the covenant, or reasonably should know this, and has not remedied that failure within a reasonable time].

38. Entire agreement

38.1 This lease [and the documents annexed to it] constitute[s] the whole agreement between the parties and supersede[s] all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to [its **OR** their] subject matter.

38.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

38.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

38.4 Nothing in this clause shall limit or exclude any liability for fraud.

39. Notices, consents and approvals

39.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause an email is not in writing; and
- (b) given:
 - (i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or
 - (ii) by fax to the party's main fax number.

39.2 If a notice complies with the criteria in **clause 41.1**, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
- (c) if sent by fax, at 9.00 am on the next working day after transmission.

39.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

39.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

39.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

39.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

39.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

40. Governing law

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

41. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

42. Exclusion of sections 24-28 of the LTA 1954

42.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, not less than 14 days before this lease was entered into a certified copy of which notice is annexed to this lease;
- (b) the Tenant who was duly authorised by the Tenant to do so] made a statutory _____ declaration _____ dated _____ in accordance with the requirements of section 38A(3)(b) of the LTA 1954 a certified copy of which statutory declaration is annexed to this lease; and
- (c) there is no agreement for lease to which this lease gives effect.

42.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

43. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED by affixing THE COMMON SEAL)
of NORTH WARWICKSHIRE BOROUGH COUNCIL)
hereto in the presence of:)

Authorised Officer:

EXECUTED AS A DEED by)
GRENDON FOOTBALL CLUB)
Acting by its chairman

In the presence of:

Witness Signature:
Witness Name:
Witness Address:

Agenda Item No 11

Resources Board

16 March 2026

Report of the Interim Corporate Director – Atherstone Town Community Streetscape Football Club – Engagement Update (6 Months)

1 Summary

- 1.1 Following a Motion at Full Council on the 24 September 2025 officers and the Atherstone Town Community Football Club (ATCFC) have been working closely to understand the current issues, including site conditions, barriers to growth and funding to establish a plan of activity that would support the Club in realising its aspirations.

Recommendation to the Board

Note the progress and engagement to date, including the next steps and timescales.

2 Consultation

- 2.1 Engagement with the Club has been ongoing as officers continue to assist the Club in developing plans that will enable the Clubs aspirations to be move from a 'Step5' of the Football Association's (FA's) pyramid to a 'Step 4' within the next five to seven years.
- 2.3 The Resources Board have had prior sight of this report and any verbal comments on the report will be captured and considered as part of the meeting.

3 Background

- 3.1 At full Council on the 24 September 2025 a motion under Standing Order No.10 considered, amended and agreed the following substantive motion:
- a That the Council notes the work undertaken by Officers and Members to support the current management of Atherstone Town Community Football Club to resolve the health and safety issues that led to the closure of the football ground.

- b That the Council notes the work undertaken by Officers and Members to provide the current Football Club with access to the football ground when the company that previously held the lease was dissolved.
 - c That the Council notes that considerable work has taken place with the Football Club in recent months on improvements to the running of the Club and ground, on which both parties are to be commended.
 - d That this work should continue to ensure these improvements are sustained and the Officers and Members will continue to support the Football Club; and
 - e That any decision regarding the arrangements between the Council and the Football Club should come as a result of those further discussions rather than at this Council meeting, as this would be premature and not contain the significant detail that would be needed in order to continue the work set out above and that an update be reported to the Members of the Resources Board within 6 months..
- 3.2 Officers over the last six months have been meeting regularly and working closely with Atherstone Town Community Football Club to assist them in understanding the current barriers to obtaining external FA and other funding pots available to local community clubs. A joint statement was published during December 2025 that set out the positive work and relations that were developing between the Club and Council.
- 3.3 The Atherstone Town CFC Ltd (Company No. 13246805) is registered under Companies House as a 'Company Limited by Guarantee' and therefore a commercial trading company and not a 'Not for Profit' (NFP) organisation.
- 3.4 The company structure as identified at Companies House means that the Club may not be eligible for certain types of external grants. In addition, being a Company Limited by Guarantee means that the Council would not normally provide direct financial support or subsidy, unless it was to be the recipient of a small-scale targeted competitive initiative such as high street shop front scheme or similar.
- 3.5 The current football ground is identified within the local plan as a potential development site. As such any future development of this site would result in the football club (the company) having to consider its future location.
- 3.6 However, once the football club has addressed the important matter of the current company status, preferably transitioning to a non-profit company such as a Community Benefit Society (CBS), then the club would be in a better position to seek and obtain external support from the Council or other external organisations, grants and other available support to enable the club to progress and improve within the current FA rules and growth pyramid.

- 3.7 The Club has met with the Football Supporters Association who have advised on the potential change to a CBS. The Club has now confirmed to the Council that it intends to re-establish itself as a Community Benefit Society either at the end of this season or prior to the start of next season.
- 3.8 When the Football Club transition to a CBS or other non-profit organisation, then it changes its recognised operating status to one of 'community benefit' and as such would be able to receive the full support of the Council in seeking external funding and support, as do other non-profit organisations across the borough.
- 3.9 To enable the Club to develop and reach its aspirations by transitioning from a level 5 to a level 4 or higher on the current FA's pyramid, then the existing ground would need significant investment and improvement. Officers have shared several potential site maps, including the existing site and asked the Club to capture what they saw as the Pro's & Con's for each site. The Club's feedback over the coming months should include the overall assessment of each site in a football context, location to Atherstone, access, facilities etc. This would in the future, help the Council to understand and consider the potential options available to the Club in achieving its aspirations. and locations provided the current club changes its current operating status to a non-profit organisation or CBS.
- 3.10 Over the next six months the Council is expecting further progress to be made, which will assist the Club in building a sustainable plan of activity as it progresses on the road to be a Level 4 Club within the FA's pyramid. The next steps are:
1. The Club to confirm it has changed from a commercial company to either a non-profit or CBS.
 2. The Club and Council will meet bi-monthly to ensure the right support for the club is in place to continue the momentum.
 3. The Council will, following completion of point 1 above, support the club in undertaking a skills matrix of the existing and any new directors (or non-executive directors) to ensure that the Club has access to the right skills to meet its aspirations. This exercise will also assist all parties in understanding the additional support that the Club will need going forward.
 4. the Council will support the club in developing a 'sustainable business case' to meet the Clubs aspirations and growth.
 5. The Council will work with the Club to develop an 'agreement' that includes a transitional arrangement for some site improvements and the optimum solution that delivers an improved ground and facilities in line with the Club's aspirations.

4.0 Report Implications

4.1 Finance and Value for Money Implications

N/A

4.2 Safer Communities Implications

N/A

4.3 Legal, Data Protection and Human Rights Implications

Currently any legal responsibility or accountability is for Atherstone Town Community Football Club and not the Council.

4.5 Environment, Climate Change and Health Implications

N/A

4.6 Health, Wellbeing and Leisure Implications

The current club arrangements make some contribution to the sport agenda. But the Club's move to a not-for-profit governance structure and community focus will enable the development of more social value, participation and community benefit which will strengthen the Club's contribution to broader Health, Wellbeing and Leisure outcomes.

4.7 Human Resources Implications

N/A

4.8 Risk Management Implications

The Club doesn't change and continues to trade as a commercial entity. This would mean that the Council would be limited in the support it can provide to the Club.

4.9 Equalities Implications

N/A

4.10 Links to Council's Priorities

- Safe, Liveable, locally focussed communities
- Prosperous, active and healthy

The Contact Officer for this report is Mike Brown (715341)

Housing Working Group – 18th February 2026

Present: Councillor Clews; Councillor Davey; Councillor Jenns; Councillor H Phillips; Councillor Watson; Councillor Whapples; Councillor Symonds; Councillor Smith; Councillor Dirveiks

Housing Working Group – Terms of Reference

The contents of the terms of reference were agreed with the following priority considerations for 2026/2027 ;

1. To agree an action plan to meet the Government’s ‘National Strategy on Homelessness and Rough Sleeping – A Plan to End Homelessness’
2. To receive reports which will enable the Group to provide oversight of the Council’s landlord services are performing in terms of the Social Housing Regulator’s Consumer Standards and the Housing Ombudsman’s Statutory Code for complaints.
3. To understand the financial position for the Council’s stock as reflected in the Housing Revenue Account 30 Year Business Plan and in doing so provide direction for the review of the Asset Management Plan.
4. To consider the performance of the HEART service.
5. To receive reports and keep under review the Council’s approach to delivering the requirements of the Renter’s Rights Act.

Report on the direction of Government policy -social and affordable housing.

The contents of the Minister of State’s Letter dated 29th January 2026 was noted. It was agreed that further consideration would be given to the Council’s actions when:

- 1 The 30 Year (Financial) Business Plan has been reviewed and considered
- 2 The review of our EPC survey data has been completed

Report on Government Strategy – A National Plan to End Homelessness

The intentions of the Government’s strategy were noted. To provide direction for the Council’s response the Group:

- 1 Agreed the contents of the action plan to support the delivery of our Homelessness Strategy. Delivery dates will be included in the plan.
- 2 Requested regular information at their meetings about the use of Temporary Accommodation and Housing Register waiting times.

Report on the deliver of Disabled Facilities Grants – HEART service

The information provided about the delivery of HEART services in North Warwickshire was discussed and noted. The Group requested that the Director of Housing:

- 1 Share their concerns about the service with the HOST and the HEART Board and seek improvements in delivery.
- 2 Consider what options the Council has available to take action to improve the service for its residents

Social Housing Regulator – Tenant Satisfaction Measures & Compliance

- 1 The Group noted that the most recent satisfaction measures for the Housing Service showed an improvement compared to the last two years and remained positive compared to other landlords.
- 2 The Group noted the diligence of the Maintenance Team in delivering services to meet the new compliance requirements to address damp and mould conditions in the Council's properties and for electrical safety.

Agenda Item No 13

Resources Board

16 March 2026

**Report of the
Chief Executive**

Exclusion of the Public and Press

Recommendation to the Board

To consider whether, in accordance with Section 100A(4) of the Local Government Act 1972, the public and press be excluded from the meeting for the following item of business, on the grounds that it involves the likely disclosure of exempt information as defined by Schedule 12A to the Act.

Agenda Item No 14

Exempt Extract of the Minutes of the meeting of the Resources Board held on 26 January 2026

Paragraph 3 – By reason of the report containing information relating to the financial or business affairs of any particular person (including the authority holding that information).

In relation to the item listed above members should only exclude the public if the public interest in doing so outweighs the public interest in disclosing the information, giving their reasons as to why that is the case.

The Contact Officer for this report is Marina Wallace (719226).