

**ST LEGER HOMES OF DONCASTER LIMITED  
BOARD MEETING**

**To be held at 12.30pm on Thursday 3 April 2025  
Civic Office, Floor 4 - Room 410 or via MS Teams (Hybrid Meeting)**

**AGENDA**

**12.00 – 12.30 – Lunch**

**12:30 – Board**

- |    |  |             |                         |
|----|--|-------------|-------------------------|
| 1  | Apologies and Quorum                                       |             | <i>Verbal</i>           |
| 2  | Declarations of Interest by Board Members                  |             | <i>Verbal</i>           |
| 3a | Matters arising and action log from previous meetings      | D Wilkinson | <i>Enclosed</i>         |
| 3b | Ratification of minutes of meeting held on 6 February 2025 | D Wilkinson | <i>Enclosed</i>         |
| 4  | Chair and Chief Executive's update                         | D Wilkinson | <i>To be circulated</i> |

***For Approval***

- |   |   |           |                 |
|---|---|-----------|-----------------|
| 5 | Budget Approval   | J Crook   | <i>Enclosed</i> |
| 6 | Contract Standing Orders  | J Crook   | <i>Enclosed</i> |
| 7 | ASB Policy  | J Hurley  | <i>Enclosed</i> |
| 8 | Unreasonable Behavior and Compliments, Comments, and Complaints Policies Report | J Linacre | <i>Enclosed</i> |

***For Information***

- |    |   |           |                 |
|----|---|-----------|-----------------|
| 9  | Housing Ombudsman Complaint Handling Code Annual Review     | J Linacre | <i>Enclosed</i> |
| 10 | Customer Voice Strategy - Annual update against action plan | J Linacre | <i>Enclosed</i> |
| 11 | KPI Performance   | J Crook   | <i>Enclosed</i> |

***Committee Information for noting only***

- |    |   |  |                 |
|----|---|--|-----------------|
| 12 | Committee Minutes   |  |                 |
|    | • Building Safety & Compliance Committee – 13 February 2025 |  | <i>Enclosed</i> |
|    | • Customer & Performance Committee – 20 February 2025       |  | <i>Enclosed</i> |
|    | • Employment & People Committee – 24 February 2025          |  | <i>Enclosed</i> |
|    | • Audit & Risk Committee – 10 March 2025                    |  | <i>Enclosed</i> |
| 13 | <i>Date of next meeting – 5 June 2025</i>                   |  |                 |

## Board Decision Summary

<b>Meeting:</b>	St Leger Homes Board
<b>Date of meeting:</b>	6 February 2025
<b>Chair:</b>	Dave Wilkinson
<p>The Board approved:-</p> <p><u>Agenda Item 5</u> – 2025/2026 Annual Development Plan (ADP) and Key Performance Indicators</p> <p><u>Agenda Item 6</u> – Gender Pay Gap 2024</p> <p><u>Agenda Item 7</u> – Fire Safety Policy (revised)</p> <p><u>Agenda Item 8</u> – No Access Policy (new)</p> <p><u>Agenda Item 9</u> – Vulnerable Persons Policy (new)</p>	
<p>The Board requested:-</p> <p><u>Agenda Item 4</u> – Chair and Chief Executives update</p> <ul style="list-style-type: none"> <li>• The Chair requested for a letter of thanks to be sent to Stuart Booth on behalf of Board.</li> </ul> <p><u>Agenda Item 8</u> – No Access Policy (new)</p> <ul style="list-style-type: none"> <li>• Requested a report is brought back for consideration in 12 months' time outlining whether the new policy and team had seen a positive impact on reducing numbers in the no access procedure.</li> </ul> <p><u>Agenda Item 16</u> – KPI Performance</p> <ul style="list-style-type: none"> <li>• In relation to KPI 6 – Complaints - the Chair requested for a report to be brought to Board to identify any trends and potential areas for improvement.</li> </ul>	
<p>The Board received:-</p> <p><u>Agenda Item 4</u> – Chair and Chief Executives update</p> <p><u>Agenda Item 10</u> – St Leger Homes Compliance with National Housing Federation (NHF) Code of Governance</p> <p><u>Agenda Item 11</u> – Safety &amp; Compliance Dashboard – December 2024</p> <p><u>Agenda Item 12</u> – Strategic Risk Register</p> <p><u>Agenda Item 13</u> – Annual Development Plan – Current Year</p> <p><u>Agenda Item 14</u> – Revenue Monitoring</p> <p><u>Agenda Item 15</u> – Capital Monitoring</p> <p><u>Agenda Item 16</u> – KPI Performance</p> <p><u>Agenda Item 17</u> – Committee Minutes (BSC 21 Nov 24 and C&amp;P 14 Nov 24)</p>	

St Leger Homes of Doncaster Board - Action Log						
NO	Month	Ref	Action	Progress	Completed Y/N	Owner
101	Aug-24	4.2.2	<b>P&amp;I Cttee</b> Board agreed the proposal for the co-opting of 2 members from OVF, TSP or GIG to enable effective succession planning of the Committee.	Implementation of the proposals are anticipated to be in place by April Board meeting.	Y	JDav
117	Feb-25	4.3	<b>Independent Board Member Vacancy</b> - The Chair asked for a letter of thanks to be sent to Stuart Booth on behalf of Board.	Letter sent 27.02.2025	Y	LGH
118	Feb-25	8.6	<b>No Access Policy</b> - Board asked that a report is brought back in 12 months' time, outlining whether the new policy and team had seen a positive impact on reducing numbers in the no access procedure.	Added to the Board forward plan for February 2026.	Y	JD/LW
119	Feb-25	10.3	<b>St Leger Homes Compliance with National Housing Federation (NHF) Code of Governance - App B</b> - One member commented that there were some examples with no change to evidence and relating to 2021/2022 and asked if the column could be updated with more recent data.	This is an annual update and the next report will be updated to reflect this	Y	JCr
120	Feb-25	16.3	<b>KPI6 : Complaints</b> - The Chair asked if a report could be brought to Board regarding Complaints to identify any trends and potential areas of improvement across the organisation to try and reduce the number of cases.	Agreed this request could be amalgamated with the annual complaint performance and service improvement report due to Board in June.	Y	JD

Company Number 05564649  
A Company Limited by Guarantee  
Registered in England

**St. Leger Homes of Doncaster Limited**  
**BOARD MEETING**  
**Hybrid meeting**

**2pm on Thursday 6<sup>th</sup> February 2025**  
**Civic Office, Floor 4 - Room 410 or via MS Teams (Hybrid Meeting)**

**Present:**

Dave Wilkinson (Chair), Milcah Walusimbi, Cllr Sarah Smith, Cllr Phil Cole, Susan Jones, Barry Keable, Cllr Richard Alan Jones, Chris Margrave (Chief Executive Officer), Karen Leroy.

**Also In Attendance:**

Julie Crook (Director of Corporate Services), Jane Davies (Director of Housing and Customer Services), Lee Winterbottom (Director of Property Services), Maxine Johnson minutes.

**City of Doncaster Council (CDC)**

Yvonne Fox – Service Director Place, City of Doncaster Council (CDC).

**Members of the Public/Observers:**

Sarah Vause (GS Insights).

	<b>12.30 – 13.30 – Pre-Board presentation Mock Inspection feedback - Board member Awareness Raising</b>	<b>Action</b>
<b>1</b>	<b>Apologies and Quorum</b>	
1.1	Apologies received from Trevor Mason.	
<b>2</b>	<b>Declarations of Interest by Board Members</b>	
2.1	There were no declarations of interest.	
<b>3a</b>	<b>Matters arising and action log from previous meetings</b>	
3a.1	<p><b>Agenda item 4.2.2 (Aug'24) P&amp;I Cttee</b> Board agreed the proposal for the co-opting of 2 members from OVF, TSP or GIG to enable effective succession planning of the Committee.</p> <p>The Director of Housing and Customer Services advised discussions had taken place with tenants from One Voice Forum/TSP and GIG. A report was being submitted to EMT this month, outlining the proposals for tenant development and progression options. Implementation of the proposals are anticipated to be in place by the next Board meeting.</p>	

<b>3b</b>	<b>Ratification of minutes from the meeting held on 5 December 2024</b>	
3b.1	The minutes were agreed as an accurate record.	
<b>4.</b>	<b>Chair and Chief Executives Update</b>	
4.1	<p>The Chief Executive highlighted the following items in the Chair and Chief Executive's Update:</p> <p><u>Director of Corporate Services Recruitment Update</u> Kevin Hanlon has been appointed and will join us on the 3 March 2025, there will be a hand over period until Julie Crook's last day on 31 May 2025.</p>	
4.2	<p><u>Board Member Allowances</u> Board were reminded board member allowances will be increased in line with other allowances in the 2024/25 pay settlement (2.5%). The increase will take effect from 1 October 2024 and the appropriate back pay will also be paid in the payroll for January 2025.</p>	
4.3	<p><u>Independent Board Member Vacancy</u> The Chief Executive advised it is with regret that I inform the board that Stuart Booth has resigned from his role as independent board member. I think we can all agree that Stuart's time on our board has been of significant benefit to all of us personally and his commitment to the organisation has had a positive impact.</p> <p>I know colleagues and our chair have taken the time to thank Stuart personally for his contributions over the years, including his role as chair of Customer and Performance Committee.</p> <p>He went onto advise our Chair has offered to chair the Customer and Performance Committee in the interim until a time that we are able to successful recruit to the vacancy.</p> <p>The Chair asked for a letter of thanks to be sent to Stuart on behalf of Board.</p>	<b>MJ</b>
4.4	<p><u>Board Appraisal Process</u> The Chief Executive highlighted that the process for appraisals had begun for Chief Executive and Board Members, with a range of dates being proposed.</p>	
4.5	<p><u>Board Training Plan</u> He further advised the Board training plan is attached in appendix A of the board pack, a range of dates are included as well as the Board Stock Tour.</p>	

4.6	<p><b>National Issues</b>  <u>Regulatory Inspection Outcomes</u>  Members noted the two judgements from recent inspections and main outcomes.</p>	
4.7	<p><u>Immigration, Asylum Seekers, Family Reunion</u>  Board noted the National Asylum Accommodation Scheme (NASS) is creating a pressure on services across Doncaster including SLH, where initially the organisation was only given 7 days' notice for individuals being granted asylum and notice to leave their asylum accommodation.</p> <p>Concerns about the impact of the Family Reunion scheme on Local Authorities were raised and a recent case managed by SLH with a household of 13 – 2 adults and 11 children discussed at length. Adequate housing provision, school places and appropriate support had proved challenging. The Mayor had contacted Dame Angela Eagle MP to outline the number of challenges.</p>	
4.8	<p><b>Operational issues</b>  <u>2025/26 Budget Update</u>  Board were advised the financial position for the Council's Housing Revenue Account (HRA) and General Fund (GF) is very tight over the next 4 years. Demand for all services continues to remain extremely high with no sign of this reducing.</p> <p>Pressures on the HRA include: rent increase 2.7% compared to the 3% budgeted, increase in employers NI and changes in the Right To Buy (RTB) legislation.</p> <p>SLH is waiting for confirmation of their management fee budgets which will be approved by Full Council on 27 February.</p>	
4.9	<p><u>Summary of Housing Ombudsman complaints' investigations</u>  Members were pleased to see the detail of investigation outcomes commenting it gave complete transparency.</p>	
4.10	<p><u>Safeguarding Update</u>  Board noted there have been 70 safeguarding cases received in Q3, which is a decrease of 12% received in the same period last year. Domestic abuse referrals being the highest number.</p>	
4.11	<p><u>Homelessness Update</u>  Board further noted Severe Weather Emergency Protocol (SWEP) had been activated on 3 occasions during Nov'24 – Jan'25. Across all periods 71 people have been accommodated with emergency shelter. Demand and pressure on the service continues to be incredibly high, however performance is showing incremental improvements despite the continued demand.</p>	

4.12	<p><u>Equality Diverision &amp; Inclusion (EDI) Dashboard Update</u> Members were informed the EDI dashboard showed slight increases in the proportion of data held for both employees and tenants.</p>	
4.13	<p><u>Policy Updates</u> Board noted EMT have approved the following policies that required minor changes:</p> <ul style="list-style-type: none"> <li>• Accounts Receivable.</li> <li>• Fire Management Plan (which is referred in the Fire Policy being approved at this Board meeting)</li> <li>• Petty Cash (EMT agreed that the organisation no longer require the policy as petty cash is not in use in any of our offices).</li> </ul>	
4.14	<p><b>Reputational issues</b> The Chief Executive advised the Director of Housing and Customer Services has been asked to chair the national HQN Housing Management Conference on 11<sup>th</sup> February 2025, following an invite from HQN.</p>	
5.	<p><b>2025/26 Annual Development Plan (ADP) and Key Performance Indicators</b></p>	
5.1	<p>The Director of Corporate Services presented the report to provide Board with the proposed 2025/26 ADP and KPIs. She commented there has been very little change from the previous year.</p> <p>Referring to 4.3 of the report she highlighted for 2025/26, two new KPIs have been added and one has been replaced:</p> <ul style="list-style-type: none"> <li>• ‘Tenancy Turnover’ has been added and replaces ‘Tenancies sustained post support’; and</li> <li>• ‘Electrical - Domestic properties with a satisfactory EICR up to five years old %’ has been added (appendix b).</li> </ul>	

5.2	<p>The Chair asked – where would our proposed KPIs on repairs (KPI 10a &amp; 10b) place us in the TSM quartiles?</p> <p>KPI 10a - % of non-emergency responsive repairs completed within the landlord’s target timescale. KPI 10b - % of emergency responsive repairs completed within the landlord’s target timescale.</p> <p>Following the meeting the Director of Property Services advised, our proposed emergency target for 2025/26 is 95%, so this would move us to the median if we achieved the proposed target. On non-emergency repairs the proposed target of 85% would also place us in the median if we achieved it.</p> <p>Table below shows the current TSMs:</p> <p><b>Table 3: Repairs and maintenance management information measures</b></p> <table border="1" data-bbox="387 846 1230 1153"> <thead> <tr> <th>Measure</th> <th>Lower quartile</th> <th>Landlord Median</th> <th>Upper quartile</th> </tr> </thead> <tbody> <tr> <td>RP01- Homes that do not meet the Decent Homes Standard [LCRA only] (%)</td> <td>0.0%</td> <td>0.5%</td> <td>3.4%</td> </tr> <tr> <td>RP02 Repairs completed within timescale (non-emergency) [LCRA only] (%)</td> <td>70.7%</td> <td>81.3%</td> <td>89.2%</td> </tr> <tr> <td>RP02 Repairs completed within timescale (emergency) [LCRA only] (%)</td> <td>87.9%</td> <td>95.3%</td> <td>98.7%</td> </tr> </tbody> </table>	Measure	Lower quartile	Landlord Median	Upper quartile	RP01- Homes that do not meet the Decent Homes Standard [LCRA only] (%)	0.0%	0.5%	3.4%	RP02 Repairs completed within timescale (non-emergency) [LCRA only] (%)	70.7%	81.3%	89.2%	RP02 Repairs completed within timescale (emergency) [LCRA only] (%)	87.9%	95.3%	98.7%	
Measure	Lower quartile	Landlord Median	Upper quartile															
RP01- Homes that do not meet the Decent Homes Standard [LCRA only] (%)	0.0%	0.5%	3.4%															
RP02 Repairs completed within timescale (non-emergency) [LCRA only] (%)	70.7%	81.3%	89.2%															
RP02 Repairs completed within timescale (emergency) [LCRA only] (%)	87.9%	95.3%	98.7%															
5.3	<p><u>KPI 17 – Days lost through sickness per FTE</u></p> <p>One member queried if anything further could be done to try and achieve target?</p> <p>The Director of Corporate Services advised that a Payroll Managers event was due to take place on 5 March 2025 with a real focus on managing sickness for managers. The session aimed to draw out any issues currently being experienced by managers around systems and working processes as well as myth busting. She added despite seeing the lowest amount of staff vacancies since before covid the benefits of extra resources were not being realised as a result of sickness absence. We are working hard as an organisation to reinforce the sickness policy.</p> <p>The same member commented, I think the key thing here is how managers manage sickness to reduce it.</p>																	
5.4	<p><b>Board approved the 2025/26 Annual Development Plan (ADP) and Key Performance Indicators.</b></p>																	
6.	<p><b>Gender Pay Gap 2024</b></p>																	



6.1	<p>The Director of Corporate Services presented the report highlighting it is a legal requirement for employers with over 250 employees to calculate and report their gender pay gap.</p> <p>She added it is worth noting that our mean and median pay figures have reduced in 2024 and lower is better, with our median figure having a significant reduction of 3.27%.</p>	
6.2	Members commented that the report was presented well and easily understood.	
<b>6.3</b>	<b>Board approved the Gender Pay Gap 2024.</b>	
<b>7.</b>	<b>Fire Safety Policy Review</b>	
7.1	<p>The Director of Property Services reported the policy was previously approved by Board in 2021 and is applicable to all residential properties we manage.</p> <p>It is arguably one of the most important policies we have, as it relates to tenants' safety and how we mitigate and manage fire risks. It has now had a significant review, to ensure it reflects new legislative requirements. Much of this relates to learning from Grenfell and making it explicit around managing risks associated with external walls and flat entrance doors, pulling together different pieces of fire regulation, as can be seen at section 2.</p>	
7.2	<p>He went onto say the policy states the positive changes in organisational structure that has been employed at SLH to manage fire safety.</p> <p>Section 5 of the policy defines roles, responsibilities, and accountability. Section 5.1 is especially pertinent to Board as this cover's members role. As a reminder, to enable members to undertake this duty, we provide information to the Building Safety and Compliance Committee on fire related compliance performance, which is then received by Board.</p> <p>Section 6 covers the organisational arrangements and details our approach to fire risk assessments (FRAs) and the different types, plus how we apply these to the different building types.</p>	
7.3	<p>One member queried given the importance around FRAs have we got assurance that this is on track through further scrutiny and challenge at Building Safety &amp; Compliance Committee (BSC)?</p> <p>The Director of Property Services advised that FRA reporting was detailed in the dashboard of the regular Safety &amp; Compliance report to BSC which was also reported to Board. In addition, the report also</p>	

	included progress on the FRA 10-Year Plan where all actions have been assigned a work plan year and progress closely monitored by BSC.	
7.4	<p>One member asked, have we undertaken a simulation exercise with partnering agencies, to determine if the policy works in practice?</p> <p>The Director of Property Services advised, this same question had been asked at BSC and the Head of Major Projects was due to update committee at its meeting next week following contact with CDC.</p> <p>The Chief Executive added South Yorkshire Fire &amp; Rescue work closely with us in respect of fire safety and our High Rise Residential Buildings (HRRBs), giving us assurance. We have worked hard with colleagues in CDC to develop and implement the FRA 10 Year Plan which is fully funded.</p>	
7.5	<b>Board approved the revised Fire Safety Policy.</b>	
8.	<b>No Access Policy (New)</b>	
8.1	<p>The Director of Housing and Customer Services advised she had worked with the Director of Property Services on the new policy to be implemented in April 2025, following the implementation of a new No Access Team.</p> <p>Members noted the purpose of the policy is to ensure SLH can carry out safety and compliance works or necessary inspections for service delivery when access is being denied. No access into properties is becoming a more common feature and has increased significantly over the last few years and therefore a new approach is required.</p>	
8.2	<p>She said this policy includes gas safety checks, electrical safety inspections, fire safety works, asbestos and condition surveys and other compliance-related activities, including maintenance and repairs and relevant housing management visits and inspections.</p> <p>Referring to section 10 of the report the Director of Housing and Customer Services explained in detail the legal implications. It was noted that the organisation had considered a 'guaranteed access policy' but for reasons described at point 10.1 of the report, had chosen not to take this approach. This was following research and consultation with tenants.</p> <p>Instead, CDC's Legal team will assist and support SLH to make applications to the court to gain access to properties using injunctions or court orders as set out under the policy.</p>	
8.3	A lengthy discussion ensued around the costs associated with the current no access procedure, vulnerabilities of those tenants in the	

	process which can be sometimes complex and the importance of gaining entry for compliance checks.	
8.4	<p><u>No Access Team</u> One member was pleased to see consideration for a new No Access Team which she thought could sensitively deal with complex vulnerable tenants. In addition to organising and planning for MOT visits, where a number of inspections and repair works can be done at the same time.</p> <p><u>Alternative Space</u> Another member suggested an 'alternative space' is offered for vulnerable tenants whilst work is being undertaken by SLH.</p> <p><u>Partnership working</u> She also suggested to work alongside Adult Social Care during welfare checks to try and better understand tenant's vulnerabilities. Where there is no reasonable justification for the no access, for tenants to pick up any court costs.</p>	
8.5	Cllr Phil Cole left the meeting at 15:15hrs.	
8.6	<b>Board approved the new No Access policy but asked that a report is brought back to Board in 12 months' time, outlining whether the new policy and team had seen a positive impact on reducing numbers in the no access procedure.</b>	<b>JD/LW</b>
<b>9.</b>	<b>Vulnerable Persons Policy (new)</b>	
9.1	The Director of Housing and Customer Services presented the new policy which sets out how SLH will identify and assess vulnerable tenants and customers and use this insight data to shape how services are delivered.	
9.2	<p>One member asked if Carers were included in the new policy?</p> <p>The Director of Housing and Customer Services drew members attention to point 6.2 of the report that listed the defined groups of protected characteristics which included Carers.</p> <p>It was noted a protected characteristic does not automatically assume a person is vulnerable, but the organisation would give due regard to these, for example when developing strategies, policies, procedures or services, to ensure it is reflective of its customer base and to avoid inadvertent discrimination.</p>	
9.3	Another member asked how does the new policy work in practice? For example with a delayed repair?	

	<p>The Director of Housing and Customer Services explained that tenant insight data is key and our priority, we have a DataSMART Strategy and are currently carrying out a GAP analysis.</p> <p>What's important to us is that our tenants know where to access information.</p>	
9.4	<p>Another member suggested a joint meeting with Adult Social Care to look at how this information could be shared as well as the processes for collating the data.</p> <p>The Director of Housing and Customer Services advised that since the Thrive model was implemented, it has allowed SLH to work with 'locality teams' to share information in this way.</p>	
9.5	<p>Another member queried in terms of tenant insight data and sensitive data, how does that link with General Data Protection Regulation (GDPR)? And how are you collecting the data and making judgements?</p> <p>It was noted that SLH have a Privacy Notice which is uploaded to the website. It details if tenants provided us with any information how we would look after and protect the data by complying with UK Data Protection Law and GDPR.</p> <p>It was further noted that all tenants are asked to sign a consent form as the data is being collected.</p> <p>Members noted that vulnerability is self-declared by the tenant.</p>	
<b>9.10</b>	<b>Board approved the Vulnerable Persons Policy.</b>	
<b>10.</b>	<b>St Leger Homes Compliance with National Housing Federation (NHF) Code of Governance</b>	
10.1	<p>The Director of Corporate Services presented the report reminding Board that the NHF Code of Governance applied to Housing Associations only, however SLH had agreed to adopt the Code as best practice.</p> <p>Referring to Appendix B - Compliance Checklist she said there has been very little change, and asked Board to confirm:</p> <p>a) For those sections where we are not complaint or partially compliant, Board is asked to agree with the determination and make any further suggestions for actions or evidence that could be collected to gain compliance.</p> <p>b) Reconsider the areas that we have justified as non-compliant but Board were previously happy they were non-compliant due to the justifications given (i.e. Board maximum tenure at section 3.7).</p>	

10.2	Board agreed/suggested the following:			
	<b>Principle</b>	<b>Section of the Code</b>		
1.4 Culture: the board regularly considers and defines the culture and behaviours that will best enable the organisation to deliver its mission and values.	(2) The board seeks regular assurance that its desired culture and behaviours are being enacted in practice in alignment with its mission and values.	The Board discussed this item and agreed that it should be changed to compliant with the main evidence for this being the IIP accreditation and the regular staff pulse surveys.		
1.5 Integrity: the board, its members and the organisation maintain high standards of probity and conduct.	(4) Where there is a material conflict of interest, any individual concerned withdraws from the board's discussions and decisions on relevant matters.	Remains no		
2.4 The chief executive: the organisation has a chief executive, or equivalent, with the delegated authority to oversee and manage operational delivery of the strategies set by the board.	(5) There is a formal process for the chief executive's annual appraisal, overseen by the board or an appropriate committee.	Agreed to change to compliant		
3.3 Board composition: board members have the attributes and time needed to govern effectively, and each member exercises independent judgement in doing so.	(4) There is a dedicated senior board member (normally a vice-chair or senior independent director) with duties that include appraisal of the chair and assisting the chair to ensure the effectiveness of the board.	Remains partial		
3.7 Tenure and renewal: tenure for non- executive board members (and independent committee members) complies with the organisation's constitution and is managed so as to enable the organisation to achieve	(3) Maximum tenure will normally be up to six consecutive years (typically comprising two terms of office), but where a member has served six years, and the board agrees that it is in the organisation's best interests, their tenure may be extended up to a maximum of nine years.	Remains no		
	(5) These provisions concerning tenure apply to office held across all of the organisation's boards and	Remains no		

		committees, and those of predecessor organisations, including service as a co-optee.		
	3.9 Board performance, review and learning: the board reviews and seeks to improve its performance.	(1) All boards and committees consider their effectiveness annually and assess how they conduct their business, including their: (a) Composition, skills, experience and diversity;	Remains partial	
		(b) Effectiveness in role-modelling the desired culture, values and behaviours of the organisation;	Remains partial	
		(2) These matters are regularly and formally reviewed.	Remains no	
10.3	One member commented that there were some examples with no change to evidence and relating to 2021/2022 and asked if the column could be updated with more recent data.			JCr
<b>11.</b>	<b>Safety and Compliance Dashboard – December 2024</b>			
11.1	<p>The Director of Property Services presented the briefing note which was based on the exception report from December 2024.</p> <p>The table at 2.3 shows what is known as the ‘big 6’, these are the areas of compliance that we report to the regulator via the TSMs.</p> <p>No access is an area that our sector struggles with, more so around compliance related works, as these tend to be tasks that we instigate as opposed to a service request from a tenant. To aid this we are looking to establish an access team, as discussed earlier at item 8.</p> <p>He went onto say besides no access there continues to be two areas of particular challenge, these are:</p> <p><u>Section 11 Damp Mould and Condensation</u> Demand remains high, and we are providing additional resources and amendments to how we work to address this.</p> <p><u>Section 12 – Housing Health and Safety Rating System (HHSRS)</u> These are hazards that are largely recorded due to the ongoing stock condition survey (SCS) work. While progress to reduce the hazards was low during December 2024, it has dramatically improved during January 2025.</p>			

	As reassurance, the remaining hazards have been triaged and are arranged, tolerated or had mitigations put in place.	
11.2	<p>The Chair asked given the SCS are due to start imminently and the largest number in a single year – what mitigation are you putting in place to address this?</p> <p>The Director of Property Services advised, we have spoken with Savills regarding some of the low-level hazards that were submitted from previous years. Additionally, we have asked for the information to be sent sooner in order to get the work planned in and address the hazards as they come in.</p> <p>The Chief Executive added, when Savills classify Cat 1s they need to understand that this category is for danger to life. He gave an example of a CO2 detector in the wrong location in previous years being classified by Savills as a Cat 1, additionally a cracked electrical socket.</p> <p>The Director of Property Services confirmed during the gas servicing annual programme if a CO2 detector or smoke alarm is missing at the property we will install one.</p>	
11.3	<b>Board noted the Safety and Compliance Dashboard – December 2024</b>	
12.	<b>Strategic Risk Register Q4</b>	
12.1	<p>The Director of Corporate Services presented the Q4 2024/25 review of the Strategic Risk Register (SRR).</p> <p>Members noted the last update on the company’s SRR was in November 2024 and was presented to Audit &amp; Risk Committee. At that time there were some changes to risk causes, effects controls and assurances, but no risks were added or removed, and all ratings were unchanged.</p>	
12.2	<p>Referring to the scoring matrix at table 4.4 of the report she advised since then, Leadership have undertaken a detailed review at their January 2025 meeting, when no risks have been added or removed.</p> <p>The Director of Corporate Services asked Board to consider that all risks have been identified with the correct mitigation controls in place.</p>	
12.3	<p><u>Specific Risk Register Considerations</u></p> <p>She drew members attention to point 5.1 of the report which detailed outcomes after Leadership had also considered three specific risk related items raised by Board in previous meeting.</p>	

	<p>Leadership had agreed;</p> <p><u>Risk Appetite Statement</u> – due to SLH being a management company and that risk appetite is used for strategic decision making, this doesn't generally apply to SLH due to its management agreement with CDC where strategic decision-making lies. However, if Board were to make any strategic decisions, a risk appetite statement specific to each of the decisions would be considered, prepared and included in the relevant Board report.</p> <p><u>ICT Systems</u> - historically, ICT has appeared on the SRR. For several years up to 2022/23, 'Failure to develop and maintain robust ICT systems' was a strategic risk. However, this risk was deemed unnecessary to stay in the register due to the comprehensive ICT management provided by CDC. Following further assessment Leadership considered this item still unnecessary for the reasons detailed in the report.</p> <p><u>Operational Risk Registers (ORR)</u> – are in place for each Head of Service area across the business, if an operational risk is assessed as red rating this would be escalated by being added to the SRR and advised to Board.</p>	
12.4	<p>One member highlighted many organisations are including Artificial Intelligence (AI) in their SRR and switching off ChatGPT – she asked is this something SLH have considered?</p> <p>The Director of Corporate Services advised that SLH was working closely with CDC who manage the ICT systems and AI was being considered as a risk or not to the company. She added SLH was currently piloting co-pilot and reviewing its use of AI for job applications. Members noted that AI was not currently a risk listed on CDC's SRR.</p> <p>The same member commented I think its worth a consideration to test the concept of risk assessment and an AI Strategy.</p>	
<b>12.5</b>	<b>Board noted the updated SRR.</b>	
<b>13.</b>	<b>Annual Development Plan (ADP) – Current Year 2024/25</b>	
13.1	<p>The Director of Corporate Services presented the report to provide Board with an update on the ADP for 2024/25.</p> <p>She reported there had been positive progress made on ADP actions and drew members attention to point 3.4 of the report which gave further detail.</p>	



	<p>She also drew members attention to point 3.5 of the report which gave further detail around five actions which were not on-track: Repairs Excellence VOIDS review, Upgrade OpenHousing to OneHousing, Review of recruitment process, Review the Customer Access Strategy and First year of the 2024-2029 People Strategy Action plan.</p> <p>She explained of the five actions highlighted none had been raised as a risk to the organisation, with some having the potential to slip into next year's plan.</p>	
<b>13.2</b>	<b>Board noted the ADP current year 2024/25 update.</b>	
<b>14.</b>	<b>Revenue Monitoring Q3 2024/25</b>	
14.1	<p>The Director of Corporate Services presented the report to inform Board of the projected revenue income and expenditure for 2024/25 and the actual and committed income and expenditure to date as at 31 December 2024.</p> <p>She emphasised the report highlights the very tight projected outturn position on turnover of £58m and required robust financial control in Q4, adding we are closely monitoring the situation.</p> <p>Members noted the Housing Revenue Account (HRA) and General Fund (GF) have experienced some significant pressures in the year and were drawn to sections 3 &amp; 4 of the report which gave reasons for the movements during Q3 and main variances.</p>	
14.2	The Director of Property Services commented he was reviewing the Dynamic Resource Scheduling (DRS) health check, along with his team in a concerted effort to address call out costs.	
14.3	<p>One member asked if there would be any impacts due to recoverable legal costs from tenants in relation to the 'no access' procedure, if implemented?</p> <p>The Director of Corporate Services advised she didn't see this as having a significant impact.</p>	
<b>14.4</b>	<b>Board noted the Revenue Monitoring Q3 report.</b>	
<b>15.</b>	<b>Capital Monitoring Q3 2024/25</b>	
15.1	The Director of Corporate Services presented the report to inform Board of the projected capital expenditure for 2024/25, the funding available and the actual and committed expenditure to date as at 30 November 2024.	

15.2	Members noted the Housing Capital Programme for 2024/25, for which SLH has overall financial management, projected an in year spend of £66.26m which is an over-spend of £0.47m from the budgeted spend of £65.79m.	
15.3	<p>The Director of Corporate Services drew members attention to point 6.2 of the report:</p> <p><u>SLHD Managed Schemes</u></p> <p>She explained the element of the capital programme managed by SLH is forecast to outturn at £46.91m against the revised budget of £48.11m, an under-spend of £1.20m.</p> <ul style="list-style-type: none"> <li>• <u>(£0.70m), 60% under budget, Caravan Sites</u> Members noted significant movement since the reported figures in November 2024.</li> <li>• <u>(£0.30m), 100% under budget, Appropriated Properties</u> The former caretaker's bungalow at Branton is still waiting for detailed plans and will move into the next financial year.</li> </ul>	
15.4	<p><u>CDC Managed Schemes</u></p> <p>She further explained this element of the capital programme managed by CDC is forecast to outturn at £19.35m against a revised budget of £17.68m, an over-spend of £1.67m.</p> <ul style="list-style-type: none"> <li>• <u>£0.32m, 10% over budget, Adaptations for the Disabled</u> Members noted that since the current Director of Housing and Customer Services has been in post there has been closer working with CDC.</li> <li>• <u>£1.35m, 10% over budget, Council House New Build</u> On-track despite the unfavourable weather since November 2024, this variance is not due to additional costs but accelerated delivery.</li> </ul>	
15.5	<b>Board noted the Capital Monitoring Q3 report.</b>	
16.	<b>Key Performance Indicators (KPI) Dashboard Q3</b>	
16.1	<p>The Director of Corporate Services presented the report to provide Board with the KPI dashboard as at 31 December 2024 and a brief commentary for those targets not being met.</p> <p>Members noted during Q3, it was agreed to add an extra KPI to report Electrical Certificate Compliance to complement other Building Safety KPIs as well as best practice.</p>	

16.2	<p><u>KPI 2: Void rent loss (lettable)</u></p> <p>She drew members attention to 3.1 of the report 'Void rent loss (lettable)' advising that the number of voids held at the end of December 2024 shows a further increase when compared to previous quarters. It was noted additional financial resources have been identified to help with demand.</p>	
16.3	<p><u>KPI 6 : Stage 1 and 2 Complaints relative to the size of the landlord (per 1000 properties)</u></p> <p>The Chair asked if a report could be brought to Board regarding Complaints to identify any trends and potential areas of improvement across the organisation to try and reduce the number of cases. This was following the pre-Board Mock Inspection meeting with Savills.</p> <p>The Director of Housing and Customer Services agreed, advising the would be included in the annual complaint performance and service improvement report due to Board in June.</p>	JD
16.4	<p><u>KPI4 : Average number of nights in hotel accommodation</u></p> <p>The Chief Executive commented looking at the principles of Thrive we considered if we could do something different to address the root cause of Homelessness. The provision of a dedicated space with triaged services was supported. Albeit there are financial implications when partnering with various other public organisations.</p> <p>One member raised the use of 'sleeping pods' for the Homeless and it was noted that this could be a future consideration.</p>	
16.5	<b>Board noted the KPI Dashboard Q3.</b>	
17.	<p><b>Committee Minutes</b></p> <ul style="list-style-type: none"> <li>• <b>Building Safety &amp; Compliance Committee – 21 November 2024</b></li> <li>• <b>Customer &amp; Performance Committee – 14 November 2024</b></li> </ul>	
17.1	Board noted the above minutes.	
18.	<b>AOB</b>	
18.1	<p><u>Cllr Richard Allan Jones - Retirement</u></p> <p>The Chair recognised that this would be Cllr Jones last Board meeting and thanked him for his invaluable contributions during his time on Board and Committees.</p>	
19.	<b>Date of next meeting</b>	
	Thursday 3 April 2025	

# **ST LEGER HOMES OF DONCASTER LTD**

Company limited by guarantee registered in England  
Company Number 05564649

## **Board Meeting**

# **REPORT**

**Date** : 03 April 2025

**Item** : 05

**Subject** : SLHD Budgets 2025/26, 2026/27 & 2027/28

**Presented by** : Julie Crook  
Director of Corporate Services

**Prepared by** : Julie Crook  
Director of Corporate Services

**Purpose** : To seek Board approval for the three year budgets.

### **Recommendation:**

That Board approve the three year budgets.

Company Number 05564649  
A Company Limited by Guarantee  
Registered in England

**To the Chair and Members of the  
ST LEGER HOMES OF DONCASTER BOARD**

**Agenda Item No: 05  
Date: 03 April 2025**

**1. Report Title**

1.1 SLHD Budgets 2025/26, 2026/27 and 2027/28.

**2. Background**

2.1 The Board is required to approve the Company's budget for the relevant financial year. Appendix A shows the total budget for SLHD.

2.2 SLHD aims to set a balanced budget each year where income equals expenditure, the income and expenditure budgets for 2025/26 are £62.5m.

2.3 SLHD receives five sources of income:

- Management fee from the Housing Revenue Account (HRA);
- Management fee from the General Fund (GF);
- Capital management fee from the housing public sector capital programme for managing the delivery of the housing capital programme;
- Income for the completion of capital works and
- Other income.

2.4 The Council's budgets were approved on 27 February 2025, these included the management fees which SLHD receive from the HRA, the public sector capital programme and the General Fund.

2.5 The following paragraphs give more information on the main sources of income;

**2.5.1 Management fee from the HRA, £42.7m (68% of total income)**

This budget has increased by £2.5m, the majority of the increase is due to inflationary increases across both pay and non-pay budgets.

From 2025/26 it has been agreed that the management fee from the HRA will reduce by the same percentage as the reduction in stock numbers. This principle has not been applied for 2025/26 as the estimated number of right to buys (RTBs) is forecast to be exceptional due to the announcements in the October 2024 budget. The actual figures will be calculated at the time of budget setting but at this point stock numbers for 2026/27 onwards are forecast to stay broadly the same (as acquisitions and new build properties should offset the forecasted right to buy reductions).

#### 2.5.2 **Management Fee from the General Fund, £3.2m (5% of total income)**

This source of income is in respect of services that transferred into SLHD in April 2014. This budget has seen an increase of £441k, £145k of this is to fund inflationary costs and £296k is budget growth to fund three additional posts reflecting the increased workload of the accommodation support team, higher numbers of properties for temporary and emergency accommodation, supported placements for 16-17 year olds and increased security costs.

#### 2.5.3 **Income from the Capital programme, £12.9 m (21% of total income)**

This income is money paid to SLHD for the completion of capital/improvement works on the council owned properties and estates. This budget also includes the £1.7m (3.9%) of management fee received from the capital programme to manage the whole of the housing capital programme delivered and managed by SLHD (excludes CDC schemes)(£42.1m).

#### 2.5.4 **Other Income, £3.7m (6% of total income)**

This budget has increased by just over £1.0m in 2025/26. The majority of this income comes from temporary accommodation, grant income, private sector landlords and gardening services. £864k of the increase is as a result of increased income from recovery of housing benefit linked to the use of temporary accommodation.

### 3. **Budget 2025/26**

#### 3.1 Appendix A shows a balanced budget for 2025/26.

All budgets have been calculated in collaboration with staff from finance and budget holders (there has been a significant increase in the ownership and knowledge about budgets across the business and this has been helpful in the budget process). Non pay budgets have been calculated on a zero based approach and reflect savings and pressures that will continue from 2024/25 into 2025/26.

There has been a line by line analysis of the whole budget and areas of savings have been identified which have been offset against growth or increased costs.

#### 3.2 A detailed breakdown of all the budgets and changes is provided at Appendix B

#### 3.3 The budget has been set based on minimal organisational changes across the organisation.

### 4. **Key Risks and Potential Budget Implications 2026/27 & Future Years**

#### 4.1 The budgets for 2026/27 and 2027/28 are shown in Appendix A and assume that the management fee from the HRA will be increased for inflationary pressures and these increases have been built into the expenditure budgets. A £33k saving target has been included for the 2026/27 and 2027/28

financial years, these figures are based on an estimate of stock reduction and will be revised when more up to date information is available. These figures are likely to be overstated due to the changes in the October 2024 budget in relation to the right to buy discounts available to tenants. It gets more difficult to identify savings and efficiencies as the demand for services continues to increase.

The overall HRA budgets, both revenue and capital, are tight over the next four years, as noted earlier apx 90% of SLHD's income comes from the HRA so any significant budget implications for the HRA may have significant implications for SLHD.

Rent income within the HRA funds all services for tenants and expenditure required on their homes in addition to the capital investment programme. The funding implications of a number of major changes at both a national and local level are at this stage unknown but will cause extreme pressure on HRA budgets unless additional funding is received. These include but are not limited to;

- Changes to H&S legislation (including but not limited to Awaab's Law)
- Decent Homes 2
- A resolution to the high rise issues within Doncaster
- Properties that will not meet EPC C and/or net zero and the likely replacement/regeneration that these issues will require and
- Potential costs following an inspection against the consumer standards.

4.2 General Fund budgets continue to be under extreme pressure. The budget for 2025/26 has been increased for inflationary pressures and has also been increased to reflect the continuing high level of demand for the services. The demand for these services shows no signs of reducing.

4.3 Potential inflationary increases are a risk to the whole budget and these are constantly reviewed to ensure that they do not become unaffordable to the Council budgets that fund our management fees. Cost of living increases especially those on fuel and utilities are likely to have significant implications for our tenants. We will be working with tenants to maximise their income and reduce their outgoings in order to attempt to sustain their tenancies but there is a risk that the rent income collected in the HRA may decrease.

## **5. Procurement**

5.1 SLHD needs to ensure that it continues to gain maximum procurement efficiencies from all contracts.

## **6. VFM Considerations**

6.1 Efficiency and value for money principles have been adopted throughout the budget setting process.

## **7. Financial Implications**

7.1 All financial implications are considered in the body of the report.

## **8. Legal Implications**

8.1 There are no legal implications arising from this report.

## **9. Risks**

9.1 The budget efficiencies that may need to be identified from 2026/27 onwards are currently unknown and these will need to be managed carefully to ensure that any savings/efficiencies are delivered. Identifying savings and efficiencies becomes more difficult as the demands on front line services continues to increase.

9.2 Robust systems are in place to monitor both expenditure and income budgets.

9.3 The strategic and operational risk registers for the organisation are reviewed regularly and any potential financial impact especially in relation to changes in government policy.

## **10. Health, Safety and Compliance Implications**

10.1 All known health, safety and compliance changes have been built into the budget. We will continue to review any implications arising from H&S legislation changes.

## **11. Report Author, Position, Contact Details**

11.1 Julie Crook  
Director of Corporate Services  
Tel 01302 862710

## **12. Background Papers**

12.1 Housing Revenue Account Budget 2025/26 to 2028/29 – Council Meeting 27 February 2025.  
Capital Programme 2025/26 to 2028/29 – Council Meeting 27 February 2025.



## St. Leger Homes of Doncaster Ltd Budget 2025/26 to 2027/28

	2024/25	2025/26	Variance from 24/25 to 25/26	2026/27	2027/28
	Budget £000s	Draft Budget £000s	£000s	Draft Budget £000s	Draft Budget £000s
<b>Management Expenditure</b>					
<b>Employees</b>					
Direct Employee Expenses	33,024	35,153	2,129	35,888	36,638
Indirect Employee Expenses	144	200	56	200	200
Agency Staff	0	13	13	13	13
Training	266	269	3	269	269
<b>Total Employees</b>	<b>33,434</b>	<b>35,635</b>	<b>2,201</b>	<b>36,370</b>	<b>37,120</b>
<b>Premises</b>					
Utilities	763	726	-37	726	726
Rates	89	94	5	94	94
Furniture	8	9	1	9	9
Repairs & Maintenance	237	239	2	239	239
Premises - Other	1,184	1,247	63	1,247	1,247
<b>Transport</b>					
Fuel	569	537	-32	537	537
Transport & Plant	1,854	1,855	1	1,855	1,855
Transport - Other	124	174	50	174	174
<b>Supplies and Services</b>					
Provision for General inflation				620	1,240
IT Equipment	841	856	15	856	856
Printing & Stationery	93	94	1	94	94
Postage	80	90	10	90	90
Insurance	396	413	17	413	413
Communication	26	34	8	34	34
Materials - Building Services	8,409	8,373	-36	8,373	8,373
Supplies and Services - Other	3,761	5,133	1,372	4,983	4,983
Service Level Agreements	4,866	5,231	365	5,131	5,131
Savings yet to be identified				-33	-66
<b>Total Management Expenditure</b>	<b>56,734</b>	<b>60,740</b>	<b>4,006</b>	<b>61,812</b>	<b>63,149</b>
<b>Maintenance Expenditure</b>					
External Maintenance Contractors	1,747	1,747	0	1,747	1,747
<b>Total Maintenance Expenditure</b>	<b>1,747</b>	<b>1,747</b>	<b>0</b>	<b>1,747</b>	<b>1,747</b>
<b>Gross Expenditure</b>	<b>58,481</b>	<b>62,487</b>	<b>4,006</b>	<b>63,559</b>	<b>64,896</b>
<b>Income</b>					
Management Fee - HRA	-40,229	-42,705	-2,476	-43,777	-45,114
Management Fee - General Fund	-2,750	-3,191	-441	-3,191	-3,191
Recharges to Capital Schemes (In house)	-12,802	-12,852	-50	-12,852	-12,852
Other Income	-2,700	-3,739	-1,039	-3,739	-3,739
<b>Total Income</b>	<b>-58,481</b>	<b>-62,487</b>	<b>-4,006</b>	<b>-63,559</b>	<b>-64,896</b>
<b>Surplus(-) / Deficit</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### Detailed Budget Changes

1. Details of the most significant budget changes are detailed below;
2. Direct Employees  
The increased funding received for the HRA funded staffing budget was £1,718k and the overall staffing budget increased by £1,963k, the net impact on the bottom line was therefore a £245k increase.

Direct employees' budget has increased by £1,963k, this increase is a result of the following detailed breakdown;

	£000s
Estimated Pay award 24/25 adjusted & 25/26 estimate	367
Employers' NI increase 25/26	700
Increments	65
<b>Increases for specifically funded posts;</b>	
Major Projects Team (3.0 posts)	178
Additional Capital Team posts (3.0 posts, part year)	120
25/26 Apprentices (5.0 posts full year)	118
No Access Team (3.0 posts, part year)	114
Asset Officer (Capital Leaseholder charges, 1.0 post, part year)	36
Furnished Tenancy Officer (0.5 post)	20
<b>Other increases;</b>	
4x Apprentice and 2 x Graduate Surveyor posts (5 months addition for full year budget)	60
Apprentice Plumbers additional year (2.0 posts)	56
Trade Assistants (2.0 posts, part year)	55
WOW office based (4.0 posts for 3 months)	28
JE regrades (SASB Officer x10, Damp & Mould Admin x2 and Damp & Mould Service Manager)	27
Customer Relations Manager (less Customer Involvement Officer)	25
Exec Support Officer (0.57 FTE)	23
Damp, Mould, Disrepair Team 2 x Temp posts (3 months)	22
Director cover (2 months)	20
Housing Officer (net CSA deletions)	16
<b>Post reductions/savings;</b>	
5 months saving of 5 new 25/26 apprentice posts	-49
Handyperson 0.5 post	-15
3x Roofer Assistant posts converted to 2x Roofer posts (net Impact)	-14
Joiner post converted to Trade Assistant post	-8
Homechoice Officer post (3 months consultation period)	-8
Market Supplement reduction (Asset & Environment Service Manager)	-6

## Appendix B

Handyperson 0.5 post funding Labourer 0.4 post (net impact)	-2
Other minor adjustments	15
<b>Total</b>	<b>1,963</b>

The net staffing increase of 19.81 FTEs is made up of a number of changes, including 14.92 FTE new posts where specific additional funding has been provided, growth of 6.74 FTE posts and a reduction in other posts of 1.85 FTE;

	FTEs
<b>Additional posts with specific additional funding;</b>	
25/26 Apprentices	5.00
Major Projects Team	3.00
No Access Team (3 posts x 11 months)	2.75
Capital Investment Team (3 posts x 11 months)	2.75
Asset Officer (Leaseholder Capital Charges) (11 months)	0.92
Furnished Tenancy Officer	0.50
<b>Growth/virements</b>	
Apprentice Plumbers (additional one year on apprenticeship)	2.00
Trade Assistants (2 posts x 11 months)	1.83
Damp, Mould, Disrepair Operations Manager and Disrepair Surveyor (Temporary 3 months)	0.50
Executive Support Officer	0.57
WOW based Office Staff (4 posts x 3 months)	1.00
Customer Relations manager (less 0.5 Customer Involvement Officer)	0.50
Housing officer (net CSA deletions)	0.18
Director Cover	0.16
<b>Sub Total</b>	<b>21.66</b>
<b>Savings</b>	
3 Roofing Assistants converted to 2x Roofers	-1.00
Handyperson	-0.50
Homechoice Officer	-0.25
0.5 FTE Handyperson to fund 0.4 FTE Labourer post	-0.10
<b>Sub Total</b>	<b>-1.85</b>
<b>Total</b>	<b>19.81</b>

## Appendix B

The General Fund staffing budget includes 3.0 FTE posts approved in the General Fund growth bid.

	£000s
Estimated Pay award 24/25 adjusted & 25/26	24
Employers NI increase 25/26	46
Increments	2
New permanent staff in growth bid 3 x Grade 4	108
Adjustment to RSI funded post	-14
Total	166

Indirect Employee budgets;

This budget has increased by £56k mainly due to £25k for the Housing Options out of hours service, £12k staff benefits scheme, £6k staff travel expenses associated with training and apprentices and £8k growth has been approved in HR budgets for health surveillance.

3. Premises budgets;

The overall budget has increased by £34k in 2025/26. This includes an increase in Homelessness Temporary accommodation (TA) costs of £64k due to the increase in demand and estimated average increase in TA properties to 150 per week. Utility budgets have reduced by £37k largely due to £30k reduction on temporary accommodation units where costs are now picked up by clients except when void. Area Offices and Communal Halls electricity and gas budgets have reduced by £16k due to lower prices and usage. Water charges have increased by inflation £9k (8%).

4. Transport budgets;

This overall budget has increased by £19k, hire van budgets have increased by £42k for 6 additional vans. This is for the additional trade assistants and demand for vehicles to ensure the workforce are working more efficiently. £37k saving on fuel budgets is based on fuel prices reducing on average by 5% from the previous year and efficiency savings due to reduced mileage.

5. Supplies and Services (excluding materials);

The overall budget has increased by £1.423m, there are a number of notable increases and decreases within the overall budget headings;

HRA services

- £150k for the increase in demand on RTB valuations and EPCs following changes in legislation
- £93k increase for skips across the business due to changes in waste management legislation and inflation increases
- £60k increase on the housing disrepair budget
- £59k pressure for external contractor grounds maintenance on hard to access areas managed by Housing Management

## Appendix B

- £30k saving on Investors in People accreditation not required in 25/26 this is a temporary virement for one year
- £30k contractor support for specialised Damp and Mould treatments
- £19k inflationary increase on the Apprentice Levy

### General Fund services

- £932k increase for homelessness emergency hotel accommodation due to demands in the service although a recovery rate of 90% is expected through housing benefits (see Other Income)
- An increase of £60k for housing options supported placements under the Council's 16-17 year old placements protocol.

### 6. Materials;

The materials budget is £36k lower than 2024/25 based on the following changes;

- £150k reduction on gas boiler replacements due to the legislation for clean heat tax being reversed so the cost of boilers did not incur this increase
- £142k inflation increases on supplier prices
- £28k saving on World of Work based projects, pavement repairs/guttering clearances jobs more labour intense and require less materials
- £25k additional materials for £50k of capital electrical works at Communal Halls to be done by the inhouse trade team
- £25k on planned schemes on gates as lower priced wooden ones are now used for replacements instead of plastic.

### 7. SLAs;

The SLAs budget is £365k higher than 2024/25. This includes an inflation increase of 3.4% on all agreements totalling £174k. The Legal SLA budget has increased by £150k due to increases in disrepair cases. £32k increase in the Housing Options SLA for the Civic Office due to increased security requirements and the Out of Hours SLA. Also, a £13k increase in Grounds Maintenance for hard to access sites to be maintained as part of the SLA.

### 8. External Maintenance Contractors;

Whilst there is no overall change to the contractor budget there are pressures and savings that are worth noting. Door and window replacements have seen a high spike in demand due to the lifespan since the decency programme and has resulted in an additional £40k budget pressure. £27k inflation increase on contracts linked to CPI. Fire Risk Assessments have reduced by £57k due to the demand in 2025/26 reducing and level 3 FRAs being carried out internally. £23k saving on the minor works contracts who specialise on wetroom floors that has seen more jobs being capitalised.

### 9. Capital Income;

## Appendix B

The capital income budget is £50k higher in 2025/26. £150k increase in the capital management fee due to the volume of capital works increasing and the need to fund three additional posts to ensure delivery. £150k additional income that was budgeted for Gas Heating replacement scheme has been taken out due to the clean heat tax scheme being scrapped (as noted in materials £150k has been reduced to offset this capital income reduction). Voids has seen an increase of £240k income for electrical CPU installs whilst offsetting this increase a reduction of £240k on planned internal kitchen/bathroom works due to trade resource carrying out revenue repairs required following stock condition surveys. £50k Electrical upgrades at Communal Halls will be carried out by the inhouse electrical team.

10. Other Income;

An increase in other income of £1.039m has been budgeted for. Housing Options has seen a £864k increase in the income budget for Housing Benefit reflecting the increase in expenditure on temporary accommodation including hotels. £178k recharge to HRA to offset the Major projects team staffing costs. Also £33k for the annual New Burdens Tenant Satisfaction Measures grant to be used to part fund a new Customer Relations Manager post and a £27k reduction in income for St Leger lettings reflecting the St Georges' Court transfer to general stock.

# **ST LEGER HOMES OF DONCASTER LTD**

Company limited by guarantee registered in England  
Company Number 05564649

## **Board Meeting**

# **REPORT**

**Date** : 03 April 2025

**Item** : 06

**Subject** : Proposed Changes to the SLHD  
Contract Standing Orders (CSOs)

**Presented by** : Julie Crook, Director of Corporate  
Services

**Prepared by** : Holly Wilson, Head of Procurement  
(CDC)

**Purpose** : Agree the changes to the Contract  
Standing Orders (CSOs)

**Recommendation:** To approve the revised Contract  
Standing Orders (CSOs).

Company Number 05564649  
A Company Limited by Guarantee  
Registered in England

**To the Chair and Members of the  
ST LEGER HOMES OF DONCASTER BOARD**

**Agenda Item No. 06  
Date: 03 April 2025**

**1. Report Title**

- 1.1 Proposed Changes to the SLHD Contract Standing Orders (CSOs)

**2. Executive Summary**

- 2.1 Approval is sought to make a series of changes to the Contract Standing Orders (CSOs) as per the draft shown in **Appendix 1a**, with the final version being shown in **Appendix 1b**.

**3. Purpose**

- 3.1 The purpose of the proposed changes is to ensure the CSOs are compliant with the significant changes to the Public Procurement Legislation specifically the Procurement Act 2023 (PA2023) and the Procurement Regulations 2024 (PR2024). To give clarity for officers, improve governance, are practical to use and ensure contracting practices are conducted compliantly.

**4. Recommendation**

- 4.1 To approve the revised Contract Standing Orders (CSOs) as per **Appendix 1a**.

**5. Background**

- 5.1 The CSOs are the agreed rules that govern how procurement and contracting activities are undertaken at SLHD. The CSOs ensure compliance with the public procurement legislative requirements that SLHD are subject to as they are classified as a public body.
- 5.2 On the 24<sup>th</sup> February 2025 the Procurement Act 2023 went live. The Procurement Act 2023 received Royal Assent in October 2023 and subsequently the Procurement Regulations 2024 were established.
- 5.3 It is imperative that these rules are complied with to protect the organisation. The rules should also provide clarity for officers but allow flexibility for effective procurement and contracting practices. Changes are proposed to also decrease ambiguity through clarifying processes, use consistent terminology, maximise operational efficiency and allow for the delivery of organisational objectives such as increasing local spend. The significant changes to note are:



#### **5.4 Changes to the Basic Principles of Procurement**

The principles of procurement remain constant although slightly amended in section 2.1. The principles remain to support SLHD in delivering their objectives, value for money, promote fairness and transparency, ensure compliance with legal obligations, mitigate risks and promote local spend and social benefits through contracting activity.

#### **5.5 Changes to wording related to Procurement procedures.**

In section 2.2, Point d has been removed as previously c and d should have been conducted simultaneously but due to the drafting there has been occasion where officers did not realise and pursued a third-party framework above conducting a procurement exercise. Both routes should be considered and the most desirable pursued.

#### **5.6 Addition of a Conflict-of-Interest Section.**

Section 29.0 Conflict of Interests (COI) has been added as a standalone section. Although the previous CSOs mentioned conflicts of interests, under the new Act the way COI is managed is significantly enhanced. Under the new Act COI is more than at the point of procurement but must be demonstrated throughout the management of the contract, so throughout the full 'procurement lifecycle'. The aim is to ensure a higher standard of integrity and confidence for both the public and suppliers that a procurement and the subsequent contract management will be conducted fairly.

#### **5.7 Removed two categories of exempted contracts.**

In section 12.3 two exempted contract types have been removed because these are captured by procurement law albeit they may be waived if required.

#### **5.8 Removal of the statement 14.6 as this was incorrect, certain above threshold contracts can be waived if they meet the requirements in Section 41 or 43 of the Procurement Act 2023.**

#### **5.9 Negotiated Contracts**

Procedures to enable negotiation under the public procurement legislation has changed and this is reflected in 18.4. Point 18.2 has been added to encourage the use of negotiation on below £25k contracts to support the drive for value for money.

#### **5.10 Removal of Dynamic Purchasing Systems and Third-Party Frameworks**

Section 20.0 has been amended to reflect the change in law and that Dynamic Purchasing Systems will no longer exist.

The wording in 20.2 has been strengthened to ensure that officers must consult Strategic Procurement Team (SPT) before using any third-party framework agreement as checks need to be completed. This has not always occurred and presents a risk to SLHD.

#### **5.11 Removal of Approved Lists Section**

Approved lists are allowable in certain instances under the new regulations, so this Section (21.0) is not required.

#### **5.12 Social Value Threshold Change**

To decrease the total contract value threshold from £180k to £100k for when social value will be included as a minimum of 10% of the evaluation criteria. This is reflective of the Council's position and will encourage a drive on social value and public benefits from contracting.

#### **5.13 Public Tender Procedural Advice Removal**

The procedural advice around public procurement tendering (section 26.1 to 26.7) has been removed as no above threshold (covered) procurement should be conducted without SPT. These procedures are also not applicable due to the changes to the legislation.

#### **5.14 Insertion of Supplier Due Diligence**

Amended Section 27.0 that was titled as 'Qualification' to 'Supplier Due Diligence'. This is consistent terminology and in accordance with the legislation as prescribed.

#### **5.15 Removal of the Standstill Section**

Removed the standstill section 35.0 as this was prescriptive and not required. Any covered procurement must be conducted via SPT.

#### **5.16 Changes to the Variations Section 35.0**

The way variations dealt with has changed under the new Act and this has been captured in the new narrative. In addition to this, there was ambiguity when dealing with variations and the changes to the section deal with any ambiguity issues.

#### **5.17 Changes to the Terminations Section 36.0**

There have been legislative changes with regards to terminations, and those are reflected in the amended section.

#### **5.18 Contingent Labour Section**

Added the Contingent Labour section to support HR in controlling agency

worker contracts and ensure use of the corporate contract.

#### **5.19 Off Payroll Working Regulations (IR35) Updated**

Strengthened and updated terminology in relation to off payroll working rules with the view to decreasing ambiguity.

#### **5.20 Update to the Record and Document Retention Control**

Updated the section to reflect current working practices and new requirements under the new Act.

#### **5.21 Addition of the GDPR Section**

GDPR must be considered as part of the procurement process, so this section was added to support.

#### **5.22 General Updates**

Terminology has been amended to ensure consistency. In addition to this it is proposed that the reference to Business Case is removed throughout the document as this is not completed and SPT act on budget approvals.

### **6. Procurement**

6.1 It is imperative that the CSOs represent the most up to date regulations that govern public procurement. Failure to do so would put the organisation at operational, financial and reputational risk.

6.2 The CSOs underpin how procurement and contracting must be conducted and should be robust to ensure no ambiguity for SLHD officers.

6.3 The CSOs should be flexible and allow for commercial opportunity through contracting and help deliver SLHD policy such as local spend.

### **7. VFM Considerations**

7.1 Value for Money is achieving the optimum balance of cost, performance and quality of the goods and services being procured. The CSOs are essential to facilitate the delivery of value for money through effective procurement and contracting practices.

### **8. Financial Implications**

8.1 All the financial implications are considered within the body of the report and throughout the CSOs, explicitly referring to values as appropriate when referencing tenders and contracts.

## **9. Legal Implications**

- 9.1 Failure to comply with the Procurement Act 2023 and other applicable procurement legislation along with the principles could result in legal challenge to the organisation.
- 9.2 The CSOs provide the governance associated with contracting and the legal governance forms part of this.

## **10. Risks**

- 10.1 The CSOs are a key control document within any Governance Framework and therefore risk is implicit throughout the document and explicitly referred to where appropriate.
- 10.2 Failure to have robust CSOs could result in operational, financial and reputational risks for SLHD.

## **11. Health, Safety & Compliance Implication**

- 11.1 It is essential that responsible SLHD officers consider the health, safety and compliance implications of the contract being procured. Responsible officers will ensure compliance with relevant legislative requirements specific to the contract being procured. Advice should be sought from the Health, Safety and Compliance team when required by responsible officers.

## **12. IT Implications**

- 12.1 There are no associated IT implications related to these changes.

## **13. Consultation**

- 13.1 The Head of Procurement has liaised with the Commercial Manager in the Asset Team and delivered training on the new Procurement Act 2023.

## **14. Diversity**

- 14.1 There are no associated diversity implications related to these changes. Procurement takes into account issues relating to equality and diversity to ensure third parties who SLHD contract with adhere to the relevant legislation and operate effective practices.

## **15. Communication Requirements**

- 15.1 The revised CSOs will need to replace published versions on the webpage.
- 15.2 Updates will be electronically communicated to Officers involved in Procurement and Contract Management.

**16. Equality Analysis (new/revised Policies)**

16.1 An Equality Analysis was not required.

**17. Environmental Impact**

17.1 Not applicable.

**18. Report Author, Position, Contact Details**

18.1 Holly Wilson,  
Head of Procurement – City of Doncaster Council  
[Holly.wilson@doncaster.gov.uk](mailto:Holly.wilson@doncaster.gov.uk)

**19. Background Papers**

19.1 Not applicable.



## **Contract Standing Orders**

## Contents

Commented [WH1]: To be updated once agreed

### INDEX

1.0	Introduction
2.0	Basic Principles of Procurement
3.0	Service Level Agreements (SLA)
4.0	Compliance and Conduct
5.0	Procurement Plan and Contracts Register
6.0	Budget Availability
7.0	Estimating Contract Value
8.0	General Data Protection Regulations (GDPR)
9.0	Procurement Business Case
10.0	ICT and ICT Related Contracts
11.0	Awarding of the Contract
12.0	Relevant Contracts
13.0	Exemptions to the Contract Standing Orders
14.0	Waivers to Contract Standing Orders
15.0	Contracting Route Options
16.0	Using In House Suppliers (IHS)
17.0	Using Companywide Contracts
18.0	Negotiated Contracts
19.0	Concession Contracts
20.0	Using Third Party Dynamic Purchasing Systems (DPS) and Framework
21.0	Approved Lists
22.0	Joint Procurement
23.0	Contracts valued up to £25,000 inclusive.
24.0	Low Value Contracts valued £25,000 to £214,904 inc. VAT
25.0	(£179,087 exc. VAT) - Quotation Intermediate Contracts valued at:- £214,904 inc. VAT (£179,087 exc. VAT) to £663,540 inc. VAT (£552,950 exc. VAT) for Contracts under the Light Touch Regime (a list of the services can be obtained from the SPT)
26.0	£5,372,609 inc. VAT (£4,477,174 exc. VAT) for Works (current UK Threshold) High Value Procurements for Contracts valued over: - £214,904 inc. VAT (£179,087 exc. VAT) for Supplies and Services, £663,540 inc. VAT (£552,950 exc. VAT) for Contracts under the Light Touch Regime, £5,372,609 inc. VAT (£4,477,174 exc. VAT) for Works Trial Purchases
27.0	Qualification
28.0	The Invitation to Tender/Quote (ITT/ITQ)
29.0	Submission, Receipt, Opening and Registration of Tenders/Quotes
30.0	General
31.0	Evaluation of Tenders and Quotations
32.0	Errors in Tenders and Quotations
33.0	Awarding Contracts
34.0	Standstill
35.0	Contract Award Notice
36.0	Contract Terms and Conditions

<b>37.0</b>	<b>Contract Variations and Extensions</b>
<b>38.0</b>	<b>Termination of Contracts</b>
<b>39.0</b>	<b>Procurement by External Agents</b>
<b>40.0</b>	<b>Employment through Intermediaries (IR35)</b>
<b>41.0</b>	<b>Tenants or Tenant Board Members Involvement and Section</b>
<b>42.0</b>	<b>20 Consultation</b>
	<b>Record and Document Retention Control</b>
<b>43.0</b>	<b>Purchase Cards</b>
<b>44.0</b>	<b>Cost Control</b>
<b>45.0</b>	<b>Contract Claims</b>
<b>46.0</b>	<b>Review and Amendment of the Contract Standing Orders</b>
<b>47.0</b>	<b>Glossary of Terms</b>
<b>Appendix A</b>	<b>Procurement Decision Table and Requirements per Contract</b>
<b>Appendix B</b>	<b>Value Threshold</b>



## 1.0 Introduction

~~1.1 Procurement is 'the process of acquiring supplies, services and works, covering both acquisition from third parties and from in-house providers. The process spans the whole life cycle from identification of needs, through to the end of a contract or the end of the useful life of an asset. It involves options appraisal and the critical 'make or buy' decision.~~

**Commented [WH2]:** Old definition from the NPS for Local Govt. Not needed.

~~1.21.1~~ These Contract Standing Orders (CSOs) outline the policy and procedures for the procurement and contract management activities linked to revenue spend across St Leger Homes of Doncaster Limited ("the Company company") that includes ordering for the purchase, commissioning, hire, rental of goods, services~~supplies~~, works and ~~services~~ on behalf of the Company. All capital spend must be conducted in accordance with the Council's Contract Procedure Rules (CPRs).

**Commented [WH3]:** Contract management - relevant and more obligations under the new act.

~~1.31.2~~ Compliance with the CSO's ensures that:

- All suppliers are treated fairly and equally, and that all procurement takes place in an open and transparent way, encouraging competition.
- The rules and procedures governing ~~the procurement~~ and contract management process are set out clearly for officers and third parties buying or commissioning on behalf of the Company company, and suppliers and other interested stakeholders.
- All elements of procurement and contract management, ~~from identifying the need through to disposal of goods or ending of contracts~~, are governed to ensure sound, robust ~~procurement~~ practices.
- The company complies with Public Procurement Contract Regulations 2015 (PCR2015), the Procurement Act 2023 (PA2023), the Health Care Services (Provider Selection Regime) Regulations 2023 ("the Regulations") and any other legislation governing public sector procurement.
- The company can defend against allegations of incorrect or fraudulent procurement practice, should the need arise.

~~1.41.3~~ The company has a duty to make the best use of its assets and finances on behalf of the residents and businesses of ~~the city~~ Doncaster. It is important that goods, services and works, ~~supplies and services~~ be procured and managed in a way that offers value for money, delivers public benefits and is carefully regulated, lawful, and ensures transparency and accountability.

**Commented [WH4]:** Changed from supplies to goods - consistent terminology with PA2023

~~1.51.4~~ It also should be noted that these CSO's should be read in conjunction with the Company's Financial Regulations and related Procurement ~~procurement and contract management Policies~~ policies and Sstrategies in order for ~~company employees~~ officers to discharge their responsibilities accordingly.

## 2.0 Basic Principles of Procurement

2.1 All procurement and ~~commissioning contract management procedures~~ activities must:

- ~~Be in line with~~ Support the company's objectives as set out in the 'Business Plan'.

- ~~Meet the procurement need and achieve~~ Deliver value for money.
- Ensure fairness and transparency in ~~the allocation of~~ awarding public contracts.
- Comply with all appropriate legal requirements.
- Ensure that all contracting risks are appropriately assessed and managed.
- ~~Ensure that all required pre-tender consultation has taken place.~~
- ~~Ensure the Strategic Procurement Team (SPT) is engaged at an early stage of the commissioning process to ensure that the best commercial option is undertaken in any resulting tendering exercise.~~
- Encourage and promote the participation of ~~local~~ Doncaster businesses in company contracts.
- ~~Promote social value through the company's contracting activities~~ Maximise public benefit whilst delivering sustainability and social value.

- 2.2 Procurement procedures - once the need for supplies/goods, services or works has been identified, ~~authorised~~ officers are required to: -
- a. Investigate whether the company has an in-house supplier which can fully meet the requirements; ~~or~~ if this is not possible.
  - b. Investigate whether there is a companywide contract or other arrangement already in place; ~~or~~ if this is not possible.  
~~Investigate whether there is a suitable regional or national framework which~~ Use a compliant third-party framework or conduct a company procurement process ensuring the best route to market is obtained. ~~could be used to source the requirement; or~~

~~c.~~

~~c. Investigate conducting a procurement process.~~

*Please note: (c and d should be conducted simultaneously to ensure the best route to market is obtained)*

### 3.0 Service Level Agreements (SLA)

- 3.1 SLA arrangements with the Council are exempt and not captured by the CSOs. The Business Performance and Assurance Team manage these agreements.

### 4.0 Compliance and Conduct

- 4.1 These CSOs must be adhered to by:
- All permanent and temporary staff.
  - External consultants.
  - Board members ~~or~~ and tenant representatives.
  - Any other party that may be responsible for awarding, managing and monitoring contracts on behalf of the company.
- 4.2 The highest standards of probity are required of all those involved in the procurement, award and management of the company's contracts.
- 4.3 Any **failure to comply** with any of the provisions of these CSOs, the Financial Regulations or ~~UK~~ Public Procurement legal requirements **may result in disciplinary action** and may in some instances/cases constitute a criminal

offence.

4.4 The CSOs are a minimum standard and a more prescriptive procurement regime must be followed where this is required by ~~UK Law and agreements with Grant Funding organisations or by a funder.~~

4.5 Measures should be taken to effectively prevent, identify and remedy conflicts of interest arising through procurement activity to avoid any distortion of competition and to ensure equal treatment of all suppliers.

~~4.6 All Officers have a duty to report breaches of the CSOs to the Head of Procurement.~~

~~4.6 Any member of staff or other person acting on the Company's behalf must declare any potential Conflict of Interest as soon as they become aware of it. This must be declared to SPT and a decision to allow continued involvement approved or declined by the Head of Procurement and recorded.~~

**Commented [WH5]:** New COI section 29.0 created due to enhanced requirements around COI in the PA2023.

## 5.0 Procurement ~~Plan~~ Pipeline and Contracts Register

5.1 Senior Management Team must consult with the SPT as soon as the need for a procurement exercise becomes apparent so this information can be registered on the procurement plan.

~~5.2 As a minimum SLHD will publish a Pipeline Notice (in accordance with the PA2023) detailing the contracts above £2m, that is expected to be procured in the next 12 months. SLHD will publish all known upcoming procurements above £25k that will be procured in the next 18 months.~~

~~5.2 Where appropriate SPT shall publish Prior Information Notices (PIN) in the Find a Tender Service (FTS) system listing the contracts for works, services and supplies, which it expects to procure in the coming financial year.~~

**Commented [WH6]:** Expansion of the regulations transparency requirements - we are currently doing this already. Although SLHD are not required to publish this as they do not spend £100m per annum, it is best practice to publish along with the Council.

5.3 SPT will maintain and update the Company's Contracts Register and publish this in accordance ~~to~~ with the requirements specified in the Local Government Transparency Code.

~~5.4 Authorised Officers must ensure that they notify SPT of all contract awards above £5k, extensions, materially varied or terminated (only contracts classified as covered procurements need a termination notice), above £5k and contract extensions.~~

## 6.0 Budget Availability

6.1 No procurement activity can take place without written confirmation that a budget or other financial resources are available which has been previously approved by the Board or Executive Management Team.

**Commented [WH7]:** Removed Business Case, if a budget is approved this can trigger a procurement exercise.

## 7.0 Estimating Contract Value

~~7.1 When contracting for supplies goods, services or works, an genuine assessment of the whole life value of the contract(s) or framework agreement must be undertaken including extensions and variants.~~

7.2 Contracts must be valued in accordance with the relevant legislation.

7.3 Calculating the total contract value should include:

- Be estimated by reference to the gross value of the contract (including installation, provider maintenance, options, and any income gained by all providers involved in the agreement)
- Assess the gross value of a framework agreement to be the reasonably estimated value of all contracts which may be awarded through it;
- Where the contract includes a fixed duration, cover the entire possible duration of the contract (i.e., including any options, such as extension periods or exit costs)
- Where the maximum contract duration is not certain, treat the contract as if it lasts 4 years.
- Include any Grant Funding.

~~7.1~~

~~7.2 The estimated value must present the total potential cost, exclusive of VAT, over the whole life of the project, including any extension terms. If the project can be demonstrated as truly, innovative and an estimate cannot be established, approval to proceed must be obtained from the Executive Management Team before commencing a competitive tendering process.~~

~~7.3 Where Grant Funding is a contributory factor to the potential cost, this must be included as part of the contract value.~~

7.4 If the project can be demonstrated as truly, innovative and an estimate cannot be established, approval to proceed must be obtained from the Executive Management Team before commencing a procurement process.

7.5 The company shall make the best use of its purchasing power by aggregating purchases wherever possible.

7.6 Contracts ~~shall~~ must not be disaggregated in an attempt to avoid the application of these CSOs ~~or the regulations~~, if ~~not~~ this may also result in a breach of regulations.

7.7 For concession contracts, the value of the contract shall be the estimated total turnover of the concession expected to be generated over the duration of the contract, in consideration for the goods, services or works that are the object of the contract. If the concession exceeds **£5,372,609 inc. VAT (£4,477,174 exc. VAT)** it is subject to legislative requirements.

## **8.0 General Data Protection Regulation (GDPR)**

8.1 Where any Supplier is to be given possession of or access to any personal data, the ~~Authorising Officer~~ must comply with GDPR and the Company's Data

Protection obligations.

8.2 The ~~Authorising~~ Officer must follow the ~~Company's~~ company's Information Security and Data Protection Policies, in particular regarding contracting with data processors and sharing data and carry out a Data Protection Impact Assessment (DPIA) in consultation with the Information Governance Team. The ~~Authorising~~ Officer must ensure that:

- A DPIA is completed.
- The Provider is verified as suitable to be trusted with the personal data before allowing access to the data;
- Appropriate guarantees of the security of the personal data are included within a written contract;
- The performance of the contract is appropriately monitored;
- Appropriate steps are taken to enforce the contract where the information security guarantees are not being met;
- Appropriate steps are taken to minimise as far as possible the impact of a breach of data security.
- Arrangements that appropriately deal with the transfer, return or deletion of the information at the end of the contract are established.
- All contracts that involve the processing or sharing of personal data must be documented in the contract itself and reported to the Information Governance Team, who will keep a log of these contracts.

#### ~~9.0~~ Procurement Business Case

~~9.1~~ A Business Case should be completed and authorised by the Executive Management Team or authorised officer unless there is not a requirement to do so as agreed by the Head of Procurement.

#### ~~10.0~~ ICT and ICT Related Contracts

~~10.1~~ The ICT Service Manager or appropriate ICT related subgroup must be consulted regarding the procurement of ICT consumables, hardware, software or website development or any other ICT service prior to the commencement of any tendering activity.

#### 11.09.0 Awarding of Contract Award

11.19.1 These CSO's should be read in conjunction with the decision-making provisions and authorisation limits set out in the **Company's Financial Regulations**.

9.2 Contracts valued under the ~~UK public P~~ procurement ~~t~~ threshold can be signed by a member of the Executive Management Team or Heads of Service, whereas contracts valued above threshold must be signed by a member of the Executive Management Team.

9.3 All contract awards above £5,000 must be recorded on the SLHD Contracts Register. A Contract Award Notice must be completed.

**Commented [WH8]:** These are not being completed - what governance does ELT want to enable officers to go out to market or award?

**Commented [WH9]:** Now section 40.0

9.4 Where a contract is above £25,000 all required notices must be published as per the Procurement Act 2023.

11.29.5 A contract is a legally binding agreement required for all supplies, services or works entered into by a representative of the company. A contract can be formed through verbal, written means or via the exchange of monies.

#### 12.010.0 Relevant Contracts

12.110.1 All relevant contracts **must** comply with these CSO's. ~~A contract is a legally binding agreement required for all supplies, services or works entered into by a representative of the company. A contract can be formed through verbal, written means or via the exchange of monies.~~

12.210.2 A relevant contract is any arrangement made by, or on behalf of, the company for the ~~carrying out of works, or for the supply or provision of supplies, or services, purchase or hire of goods, services or works.~~

This includes arrangements for-

- The undertaking of works.
- The supply or disposal of goods.
- The hire, rental or leasing of goods and equipment.
- The delivery of services.
- Consultancy services.
- Concession or income generating contracts.
- Land and property transactions relating to developing agreements.

12.310.3 Relevant contracts **do not** include:

- Employment contracts (permanent, interim or casual). For the avoidance of doubt, the appointment of recruitment agencies is subject to these CSOs.
- Contracts relating to disposal or acquisition of an interest in land (except those involving development agreements).
- Certain financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments.
- The employment of Barristers (for court related work) - Barristers engaged to represent the company must be appointed by a member of the Executive Management Team.
- Legal services contracts and arbitration services contracts provided they fall within the exemptions set out in ~~Regulation 10~~ Schedule 2 of the ~~Regulations~~ Procurement Act 2023.
- ~~The selection of a supplier who usage is a condition of a Grant Funding approval.~~
- ~~Where there is one supplier, such as works of art, copyrighted material, taxes or licence arrangements.~~

12.410.4 Letters of Intent will only be issued in very exceptional circumstances following consultation and approval of the Director of Corporate Services.

**Commented [WH10]:** This is not applicable - it would be grant funding conditions but these could not overwrite procurement legislation.

**Commented [WH11]:** This would require a waiver

~~42.510.5~~ The company may enter into nil (cash) value contracts. The CSOs will still apply in this case if a third party will make an economic gain, these contracts may be classified as a concession contract.

~~42.610.6~~ Suppliers undertaking procurement activity on behalf of the company must comply with the CSOs.

~~42.710.7~~ All Health Care Services contracts, as defined in the Health Care Services (Provider Selection Regime) Regulations 2023, must be procured in accordance with this legislation.

### **43.011.0 Exemptions to the Contract Standing Orders**

~~43.411.1~~ No exemptions can be made to the requirements of competition in terms of the CSO-s, unless authorised ~~in in the form of a Contract Standing Orders Waiver writing Report~~ by a member of the Executive Management Team, ~~after considering a written report in the form of a Contract Standing Orders Waiver Report, which is completed by the appropriate member of the Executive Management Team.~~

~~43.211.2~~ A 'Register of Exemptions' will be maintained by SPT.

~~43.311.3~~ Any breaches to the CSOs will be reported to the Audit Committee on an annual basis.

### **44.012.0 Waivers to Contract Standing Orders**

~~44.412.1~~ Waivers to the CSOs are permitted in certain circumstances. Requests for waivers shall be made using the CSO Waiver Report Form and must specify the reasons for the request. The reasons could include but are not limited to;

- a) for works, supplies or services which are either patented or of such special character that it is not possible to obtain competitive prices or are only available from one organisation;
- b) for supplies purchased or sold in a public market or auction;
- c) for the execution of works or services or the purchase of supplies involving specialist or unique knowledge or skills;
- d) an organisation which has won a contract for an earlier phase of work via a competitive process and where the work forms part of a serial programme and has previously been identified as such;
- e) circumstances involving such urgency that it is not reasonably possible to comply with the appropriate CSO requirement such as an emergency situation, but officers must endeavour to obtain value for money where possible;
- f) for the purchase of a work of art or museum specimen, or to meet the specific requirements of an arts or cultural event which cannot be procured competitively due to the nature of the requirement;
- g) the use of time-limited grant funding from an external body, where the time limitations will not allow a competitive procurement process to be completed and where the grant conditions allow this; or
- h) where relevant UK legislation not otherwise referred to in these CSOs prevents the usual procurement process from being followed

~~14.212.2~~ Only members of the Executive Management Team have authority to waive the CSO's.

~~14.312.3~~ Waivers should be obtained in advance of the procurement action as a waiver cannot be authorised retrospectively unless in emergency circumstances.

~~14.412.4~~ Waivers **must not** be used to avoid the requirements of these CSOs to go out to competition, due to lack of time available within the procurement timelines.

~~14.5~~ Waivers are only allowed up to the value of the relevant UK Threshold Requirements of Public Procurement Law or any other relevant law or external regulatory framework cannot be waived unless in exceptional circumstances and in line with the law on direct awards i.e., Regulation 32, or contract variations accordance with Section 41 or 43 of the Procurement Act 2023.

~~14.612.5~~ Waivers are only allowed up to the value of the relevant UK Threshold, currently unless linked to 14.5.

**Commented [WH12]:** Waivers can be granted above public procurement threshold in certain circumstances in accordance with the procurement law.

~~14.712.6~~ Waivers must demonstrate value for money and clear benefits or advantages to the company.

~~14.812.7~~ Waivers must be documented in the correct form, the correct process followed and subsequently approved by a member of the Executive Management Team. This is available on the company's intranet and should be submitted to SPT.

~~14.912.8~~ Where waivers are authorised, a formal contract must be signed.

#### ~~15.013.0~~ **Contracting Route Options**

~~15.113.1~~ There are different methodologies to contracting on behalf of the company these are set out below.

#### ~~16.014.0~~ **Using In House Suppliers (IHS)**

~~16.114.1~~ Where an In-House Supplier (IHS) is available, then this supplier must be used.

~~16.214.2~~ Where there is no IHS or where the IHS cannot provide the service required due to capacity, other options can be considered.

~~16.314.3~~ The company will benchmark IHS to ensure they are achieving value for money. If the outcome is that the company is not receiving value for money then alternative arrangements will be considered, this may include looking to external suppliers for delivery.

#### ~~17.015.0~~ **Using Companywide Contracts**

~~17.115.1~~ Where the company already holds a contract, officers are required to use these.



~~17.215.2~~ Details of the current companywide contracts are available on the Contracts Register located on the company's intranet page.

~~17.315.3~~ There is no exemption from the use of companywide contracts unless agreed by the Authorised Officer, the decision for this must be kept and produced upon request.

#### **~~18.016.0~~ Negotiated Contracts**

~~18.116.1~~ ~~There may be a need to consider~~ Negotiation ~~may be considered~~ when procuring ~~supplies~~goods, services and works. There are restrictions ~~to negotiation~~ associated with procuring ~~above UK Procurement Thresholds~~contracts that fall under Public Procurement Legislation.

~~18.216.2~~ ~~Negotiation to obtain the best outcomes for the company is encouraged on below £25k contracts where a direct award is permissible.~~

~~18.316.3~~ A member of the Executive Management Team must approve the use of a negotiated process. Verbal negotiation must be undertaken by at least two officers at least one of whom must be independent of the process.

~~18.416.4~~ Written negotiation must be subject to evidenced independent process check, calculation and value for money. If the contract value is above threshold ~~and the proposed procedure is either Competitive Dialogue or Negotiated Procedure,~~ these must involve by SPT ~~and be in accordance in line~~ with the ~~regulations~~Procurement Act 2023.

#### **~~19.017.0~~ Concession Contracts**

~~19.117.1~~ Concession contracts for services or works are a contract and the procurement of concessions shall follow the competitive and contracting requirements in these CSOs ~~as per 23.0, 24.0 and 25.0.~~

~~19.217.2~~ Concession contracts for works or services with a value of £4,447,488 (£5,336,937 Inc. VAT) or more are subject to the ~~Public Concessions Regulations 2016~~ ~~rocurement Act 2023~~ and will be subject to a specific procurement process.

~~19.317.3~~ The value of a concession contract shall be the total turnover generated by the concessionaire over the duration of the contract, net of VAT, in relation to the services or works that are the object of the Concession Contract.

#### **~~20.018.0~~ Using Third-Party ~~Dynamic Purchasing Systems (DPS) and Framework Agreements~~**

~~20.118.1~~ ~~Officers may use a Dynamic Purchasing System (DPS) or Third-party framework agreements~~ let by another public sector body, such as public sector consortia or another company ~~can be used where the company are eligible to call off under the framework agreement.~~ ~~These are available for the works, service or supplies that are required and where the company are clearly identified as eligible to call off under the framework agreement.~~

~~20.218.2 The advice of SPT must be sought/consulted before using DPS or a third-party framework agreements. SPT are aware of the appropriate framework agreements that can be accessed and the correct methodology for use.~~

## ~~21.0 Approved Lists~~

~~21.1 Approved lists may only be set in agreement with SPT.~~

~~21.2 Where authorised approved lists have been established, Directors (or nominated deputy) shall ensure that these are regularly reviewed.~~

~~21.3 Before drawing up an approved list, it should be advertised, and expressions of interest invited from suppliers to become members of the approved list for the particular type of contract. The officer establishing the approved list should ensure that the approved list is advertised in such a manner to ensure that it will be visible by Doncaster Businesses also using Contracts Finder and the e-tendering portal.~~

~~21.4 An approved list shall:~~

- ~~• Set out the criteria for inclusion, suspension and exclusion from the list including but not by way of limitation:
    - ~~○ Economic and financial standing~~
    - ~~○ Technical ability and capacity~~
    - ~~○ Insurance arrangements~~
    - ~~○ Quality systems~~
    - ~~○ Health and Safety Records~~
    - ~~○ Environmental performance and compliance with environmental legislation~~
    - ~~○ Compliance with all relevant legislation~~
    - ~~○ Transparency/basis of appointment~~~~
  - ~~• Indicate the categories of contracts for which the providers listed may be invited to quote/tender.~~
  - ~~• Be reviewed at regular intervals of not less than one year or more than four years.~~
- ~~21.5 Approved lists must be operated to ensure that all suppliers on the list are given a reasonable opportunity of submitting quotations or tenders for appropriate contracts.~~
- ~~21.6 Approved lists **must not** be used for any procurement exercise over the public procurement thresholds.~~

## ~~22.019.0 Joint Procurement~~

**Commented [WH13]:** Not required - approved lists can be used if set up in accordance with the CSOs.

22-119.1 When undertaking a joint procurement arrangement on behalf of the company SPT will ensure the other public bodies that are to be included in that arrangement are listed in the advertisement and contract documents.

22-219.2 The estimate of the total contract value on the notice must include the potential usage of that joint arrangement by those public bodies listed.

## **20.0 Contracting Rules based on value and type of contract being procured:**

20.1 The below provides instruction for officers on what the minimum requirements are when procuring contracts based on both the value of the contract and the type of contract being procured i.e., goods, services and works including social and specified services.

### **23-021.0 Direct Award or Informal Quotation: All contracts valued up to £25,000 inclusive**

23.1 Where the estimated value or amount of a proposed contract does not exceed £25,000 then at least **one** verbal quotation should be obtained from suitable suppliers followed up by written confirmation (including email).

23.2 A quotation should be sought from a Doncaster business. Whilst there is, only a requirement for one quotation the authorised officer must consider whether additional quotations are in the company's best interest.

23.3 An internal Contract Award Notice must be completed for all contracts above £5,000 and submitted to SPT to meet the requirements of the regulations and transparency agenda.

**All contracts awarded over £25,000 must have an award notice published on the ~~Contracts Finder Portal~~ Central Digital Platform.**

### **24-022.0 Formal Quotation: Contracts valued £25,000 to £214,904 inc. VAT (£179,087 exc. VAT) -Quotation**

24.1 Where the estimated value or amount of a proposed contract is over **£25,000** but does not exceed **£214,904 inc. VAT (£179,087 exc. VAT)** at least **three** written quotations from suitable suppliers. Wherever possible the quotations should be sought from at least **one** Doncaster business.

24.2 All quotations above £25,000 **should** be conducted through the YorTender portal.

24.3 A decision on how to conduct the quotation should be based on the contracting risk. Further guidance and documentation will be provided by SPT.

~~24.4~~○ A written record of all the quotations and procedures followed must be kept by the service area and made available upon request by SPT.

○ An internal Contract Award Notice **must** be completed for all contracts above **£5,000** and submitted to SPT to meet the requirements of the regulations and transparency agenda.

~~24.5~~○ Social value must form part of the evaluation criteria for all procurements above £100,000 and must be a minimum of 10% of the evaluation score.

Commented [WH14]: Change to £100k in line with the Council's SV Policy

~~25.0~~ ~~Intermediate Value Procurement Contracts valued at:- Formal Tender: Light Touch Services Contracts (specific social, health, education and other public services as defined in Section 9 PA2023. Schedule 1 Procurement Regulations 2024) valued between~~

~~23.0~~ £214,904 inc. VAT (£179,087 exc. VAT) to £663,540 inc. VAT (£552,950 exc. VAT) ~~or; for Contracts under the Light Touch Regime (a list of the services can be obtained from the SPT)~~

Works Contracts (as defined in Schedule 3 Procurement Regulations 2024)

£214,904 inc. VAT (£179,087 exc. VAT) to £5,372,609 inc. VAT (£4,477,174 exc. VAT) ~~for Works (current UK Threshold)~~

~~25.4~~○ Where the estimated value or amount of a proposed contract is between **£214,904 inc. VAT (£179,087 exc. VAT) to £663,540 inc. VAT (£552,950 exc. VAT)** for contracts under the Light Touch Regime **or £214,904 inc. VAT (£179,087 exc. VAT) to £5,372,609 inc. VAT (£4,477,174 exc. VAT)** for works these are required to be tendered via YorTender (or other approved tendering portal).

~~25.2~~ ~~A Business Case should be completed and authorised by the Executive Management Team or authorised officer unless there is not a requirement to do so, as agreed by the Head of Procurement.~~

~~25.3~~○ Tenders can be either open or restricted at this level. If tenders are restricted, then a minimum of **three** tenders must be sought and wherever possible one tender sought from a Doncaster Business.

~~25.4~~○ There is no minimum time limit for contract opportunities to be advertised but sufficient (but not disproportionate) time limits must be applied to allow ample time for tender submissions.

~~25.5~~○ Tenders at this level **must not** include a pre-qualification or selection stage, or any stage in the process where the authority can assess the suitability of a tenderer to reduce the number of tenderers who will proceed to a later stage of the process.

~~25.6~~○ Where there is a need to determine whether a supplier meets any prescribed minimum requirements in terms of its financial standing or other relevant matter as part of the evaluation process, this must be done

through due diligence with the top scoring tenderer only.

~~25.7~~○ All tenders **must** be conducted through the e-Tender portal.

~~25.8~~○ Social Value must form part of the evaluation criteria for all procurements above ~~£214,904~~**100,000 inc. VAT (£179,087 exc. VAT)** and have a **minimum** weighting of **10%**.

~~26.0~~—**Public Procurement Tender: High Value Procurements for Contracts valued over: All contracts valued over**

~~24.0~~ **£214,904 inc. VAT (£179,087 exc. VAT) for Supplies-Goods and Services**  
**£663,540 inc. VAT (£552,950 exc. VAT) for Contracts under the Light Touch Regime-Services**  
**£5,372,609 inc. VAT (£4,477,174 exc. VAT) for Works**

○ Where the value of the proposed contract exceeds the ~~UK~~ public procurement threshold, tenders must be conducted in accordance with the ~~regulations~~**Procurement Act 2023**.

~~The regulations allow a range of different procedures:~~

- ~~● Open procedure~~
- ~~● Restricted procedure~~
- ~~● Competitive procedure with negotiation~~
- ~~● Competitive dialogue~~
- ~~● Innovation partnership~~

~~26.1~~—The open procedure and the restricted procedure are the most commonly used procedures. Where consideration is given to any of the other procedures, early advice **must** be sought from ~~SPT~~ **must be engaged when conducted a public procurement tender**.

~~26.2~~○ ~~Where a restricted procedure is conducted, a minimum of five tenderers should be shortlisted to tender (where at least five suitable tenderers have expressed an interest).~~

~~26.3~~—A Business Case should be completed and authorised by the Executive Management Team or authorised officer unless there is not a requirement to do so, as agreed by the Head of Procurement.

~~26.4~~—All tenders above the UK public procurement threshold(s) **must** be advertised in the Find a Tender Service (FTS) System. This will be done via the e-Tendering system.

~~26.5~~—The minimum timescales linked to the regulations must be adhered to, for which tenderers are given the opportunity to express interest, complete and return the tender documentation. The timescales stipulated are dependent upon the type of notice issued to act as a call for competition and should be treated as minimum timescales and not be relied upon as the standard.

~~26.6 When determining the time limits for the receipt of the Selection Questionnaire (SQ) and tenders, the authorised officer must be proportionate and fair to the market and take into consideration the complexity of the contract.~~

- ~~o Social Value Social Value must form part of the evaluation criteria for all procurements above **£100,000** and have a **minimum** weighting of **10%**.~~
- ~~o An internal Contract Award Notice must be completed for all contracts above **£5,000** and submitted to SPT to meet the requirements of the Local Government Transparency Code.~~

~~26.7 must form part of the evaluation criteria for all procurements above **£214,904 inc. VAT (£179,087 exc. VAT)** and have a minimum weighting of **10%**.~~

### 27.025.0 Trial Purchases

27.025.1 A member of the Executive Management Team may approve the trial of supplies, services or works up to a value of £100,000, to ascertain if the supply is of interest to the company, without competition. This approval will be via the CSO Waiver Report Form.

27.225.2 Where an exemption to competition in CSO's 14.0 does not apply, a full competition, compliant with the CSO's must be conducted following the ~~trial, if trial~~ if the member of the Executive Management Team wishes to continue with the type of supply.

27.325.3 Arrangements must be made to ensure the suppliers involved in the trial has not obtained any advantage through that involvement when compared to alternative suppliers of a similar supply.

### 28.026.0 Qualification Supplier Due Diligence

~~26.1 For Suitable due diligence should be conducted when contracting with suppliers. The due diligence request from the provider must be proportionate to the contract value and risk.~~

~~26.2 Due diligence on above threshold procurements (covered) must be conducted in accordance with the PA2023. The debarment list must be checked on above threshold procurements and must exclude (or have discretion to exclude) providers on the debarment list. This must be conducted by SPT.~~

~~28.026.3 A member of EMT must give approval for any notification to the Minister of the Crown, under Section 59 (Notification of exclusion of provider) of the PA2023, all contracts with a value of over **£214,904 inc. VAT (£179,087 exc. VAT)** for supplies and services, **£663,540 inc. VAT (£552,950 exc. VAT)** for Contracts under the Light Touch Regime or **£5,372,609 inc. VAT (£4,477,174 exc. VAT)** for works the Standard Selection Questionnaire (SQ) or PAS91 must be used as per the Cabinet Offices Procurement Policy Note (PPN) 8/16 should be used to establish whether a supplier has the correct;~~

- ~~— Economic and financial standing~~
- ~~— Technical ability and capacity~~
- ~~— Insurance arrangements~~

- ~~— Quality systems~~
- ~~— Health and safety records~~
- ~~— Environmental performance and compliance with environmental legislation~~

~~28.2 For every such procurement project, the Business Case will set out the minimum required standards subject to the contract type and associated risks.~~

~~28.3 Whilst tenderers may initially self-certify as to compliance with requirements whether using the SQ or PAS91, officers should consider when it would be appropriate to ask tenderers to provide evidence of meeting the relevant standards and criteria, and in any event, before being awarded the contract, the successful tenderer must have provided evidence.~~

~~28.4 Where any tenderer seeks to rely on the capacities of other entities in terms of economic and financial standing and professional and technical ability it shall be required:~~

- ~~— to prove how those capacities will be available to it; and~~
- ~~— to demonstrate that such entity is not liable to exclusion under the Regulations;~~
- ~~— in the case of economic and financial standing, that any relevant entity will be required to provide a parent company or other suitable guarantee to the company and these requirements will be made clear in the procurement documents.~~

~~27.0 Two stage processes **must not** be performed for below public procurement threshold contracts and suitability assessment questions must be included as part of the quote/tender assessment. **Conflict of Interest**~~

~~27.1 A conflict of interest arises in a procurement context where there is a conflict between the interests of the person acting in relation to a procurement and those of the procurement itself.~~

~~27.2 A conflict of interest can be categorised as follows:~~

- ~~• An **'actual conflict of interest'** exists where there is a conflict of interest **now.**~~
- ~~• A **'potential conflict of interest'** exists where a conflict of interest will arise in **future** if certain circumstances occur.~~
- ~~• A **'perceived conflict of interest'** exists where there are circumstances which the Contracting Authority considers likely to **cause a reasonable person to wrongly believe there to be a conflict or potential conflict of interest.**~~

~~27.3 Conflict of interest need to be managed effectively to ensure that the public can trust contracting authorities to carry out public procurement responsibly and impartially. It also helps to encourage suppliers to participate in procurements, providing confidence that they will be treated fairly and that there will be genuine competition. When conflicts of interest are not identified and effectively mitigated, there can be far-reaching consequences. It can lead to accusations of fraud, bribery and corruption, legal challenges and the undermining of public confidence in the integrity of public institutions.~~

~~27.4 Any member of staff or other person acting on the Company's behalf must declare any potential **Conflict of Interest** as soon as they become aware of it.~~

This must be declared to SPT via a Conflict-of-Interest Form and a decision to allow continued involvement approved with mitigations if necessary or declined by the Head of Procurement and recorded on the contract file.

27.5 Above threshold procurements (covered procurements) conflict of interests must be managed in accordance with the Procurement Act 2023. A Conflicts Assessment must be prepared, reviewed and revised throughout the period of the contract and this must be confirmed publicly.

28.5

## ~~29.0~~

~~29.1 The invitation to tender or quote shall include details of the company's requirements for the particular contract including but not limited to:~~

- ~~a. Description of the services, supplies or works being procured;~~
- ~~b. The procurement timetable including the tender/quotation return date and timescales. A reasonable period should be allowed for the applicants to prepare their tender/quotation and where applicable meet the minimum Regulation's timescales;~~
- ~~c. Specification and instructions on whether any variant tenders are permissible;~~
- ~~d. Subject to the company's terms and conditions of contract or request for the tenderers to submit their terms and conditions (the company should look to use its own terms and conditions wherever possible);~~
- ~~e. The evaluation criteria including any weightings and or sub-criteria as considered appropriate;~~
- ~~f. Pricing mechanism and instructions for completion;~~
- ~~g. Whether the company is of the view that TUPE may apply;~~
- ~~h. The form and content of method statements to be provided by the tenderers;~~
- ~~i. Rules for submitting of tenders/quotations (all tenders/quotations should state that the company's preferred option is to have tenders/quotations submitted electronically where appropriate);~~
- ~~j. Any further information, such as a project brief, which will inform or assist tenderers in preparing tenders/quotations; and~~

## **30.028.0 Submission, Receipt, Opening and Registration of Tenders/Quotes**

**30.128.1** Requests for quotations and tenders over £25,000 should be transmitted and received by electronic means using the company's YorTender system or equivalent. This will:

- (a) Evidence and record successful transmissions; and
- (b) Securely store bids to ensure that they are not opened until the deadline for receipt has passed.
- (c) An audit trail that underpins the principles of the CSOs i.e., equal treatment, fairness and transparency.

## **31.0 General**

**31.128.2** The design of the tender/quotation documents must be such that price documentation cannot be changed or substituted following submission of the tender/quotation.



[31.328.3](#) No submissions received after the specified date and time for their receipt can be considered by the company unless approved by the Head of Procurement, a record of this decision must be held.

[31.328.4](#) All tender/quotation documents must be retained in line with the provisions set out at by the company's document retention policy.

### **[32.029.0](#) Evaluation of Tenders and Quotations**

[32.429.1](#) The evaluation criteria shall be predetermined and listed in the invitation to tender/quotation documentation in order of importance giving the relative weighting wherever possible. Marking methodologies should also be provided to tenderers so they understand how their tender will be evaluated. Sub-criteria should also be listed. In addition, the criteria shall be strictly observed (and remain unchanged) at all times throughout the award procedure.

[32.229.2](#) Where a Tender is non-compliant for example because it does not meet the company's specification or other key requirements it will not be eligible for acceptance and should not be marked. The tenderer should be informed that their tender is non-compliant.

[32.329.3](#) All contracts, except contracts where lowest price was predetermined to be the only criteria, must be awarded on the basis of the offer which represents most ~~economically~~ advantageous tender (MEAT) for the company as determined by the award criteria.

Commented [WH15]: Change in the new Act to MAT as opposed to MEAT

[32.429.4](#) Procurements should only be abandoned and re-tendered for proper justifiable reasons. It would be a breach of the regulations if a tender process were abandoned on the grounds that a particular tenderer was not the successful tenderer, and such action would leave the company open to legal challenge.

### **[33.030.0](#) Errors in Tenders/Quotations**

[33.430.1](#) Errors in tenders/quotations must be dealt with either by asking the tenderer to confirm that they will accept the contract documentation as issued or if not withdraw the tender/quotation from the procurement process. Where a tenderer has made a genuine error, they may be given an opportunity to correct that error through a defined process. Other than where a procurement exercise is, being carried out under the Competitive Dialogue or Negotiated Procedure, where fine-tuning and clarification are permitted, no other adjustment, revision or qualification is permitted.

[33.230.2](#) Tender/quotation documents must state how errors in tenders/quotations will be dealt with.

[33.330.3](#) Suppliers making errors regularly should be warned appropriately.

[33.430.4](#) Where a tender is received, which appears to contain an abnormally low price or costs and the tender would otherwise be the winning bid, prior to acceptance the tenderer must be asked to explain the reasons for the abnormally low sum. The explanation should be considered carefully to establish whether there are

grounds to require or justify discretionary rejection of the tender. Advice should be taken from SPT.

#### **34.031.0 Awarding Contracts Award**

~~34.131.1~~ A contract shall only be awarded based on the specified tender evaluation criteria.

~~34.231.2~~ Where a tender is evaluated on price only the contract must be awarded to the tenderer submitting the lowest price.

~~34.331.3~~ Where the quotation/tender proposed for acceptance exceeds the estimated budget by more than 10% it shall not be accepted unless a member of the Executive Management Team has received written advice from:

- An authorised officer, explaining why the tender exceeds the budget; and
- The Head of Financial Services has confirmed that adequate budgetary provision exists to cover the funding of the additional cost.

~~34.431.4~~ Where the scope of the original contract is to be reduced in order to fit within budgetary provision the company will at least be required to re-enter negotiations with all suppliers who have submitted a quotation/tender. Advice should be sought from SPT as to whether the exercise should be recommenced.

#### **35.0 Standstill**

~~35.1 For contracts valued over threshold a 10-day standstill period must be implemented (i.e., a contract must not be entered into with the successful tenderer and neither supplies, works nor services may be performed or delivered to the company during this period).~~

~~35.2 SPT will undertake the preparation of this standstill letter (regulation 86) This is a specific letter that must be sent out to:~~

- ~~• the successful tenderer; and~~
- ~~• any unsuccessful tenderer.~~

~~35.3 The letter advises all tenderers of the result of the evaluation and as a minimum must:~~

- ~~• contain the award criteria used to select the winning bid;~~
- ~~• the score obtained by the recipient of the letter/notice;~~
- ~~• the score obtained by the winning tenderers and the name of the winning tenderers;~~
- ~~• the reasons for the decision, including the characteristics and relative advantages of the successful Tender; and~~
- ~~• The precise date when the standstill is expected to end.~~

~~35.4 Where an unsuccessful tenderer requires further information or requests a meeting on why they were unsuccessful in the competition this is to be referred to the Head of Procurement.~~

### 36.032.0 Contract Award Notice

36.132.1 All contract awards above **£5,000** need to be notified to SPT and will be recorded on the appropriate register and portals to ensure the company is able to comply with the transparency code and applicable regulations ~~i.e., Contracts Finder.~~

36.232.2 Contracts above the Public Procurement Thresholds shall be executed under hand, unless the member of the Executive Management Team approves other arrangements, where the contract will be executed under seal for example in relation to works contracts.

~~36.3 A report in accordance with Regulation 84 of the Public Contract Regulations must be completed and a copy stored in a central repository.~~

Commented [WH16]: No longer applicable under the new Act

### 37.033.0 Contract Terms and Conditions

37.133.1 Contracts should be entered into on the company's terms and conditions, which shall also be included with each purchase order, request for quotation or ITT. Where this is not possible either:

- because the company's terms and conditions are not suitable
- a supplier has been asked to submit their terms and conditions,
- where there are material changes to the company's terms and conditions;

They must be formally approved by the Commercial Team (or nominated deputy) prior to contract award.

### 38.034.0 Contract Variations and Extensions

#### Variations

~~34.1 All eContract variations must be carried out within the scope of the original contract.~~

~~34.2 Contract variations are permissible on below threshold procurements unless the value will breach the public procurement thresholds. If there is a potential breach of the threshold (convertible contract), then this must be considered as a material variation and a CSO Variation Form approved by a member of the Executive Management Team.~~

Commented [WH17]: Will need a new form to cover variations as there are more requirements around variations under the new regs.

~~34.3 Contract variations that materially affect or change the scope of an above threshold (covered) contract including the value are **not** allowed unless approved by the Monitoring Officer (or nominated deputy) via a CPR Report Form. A material variation may be defined under the following circumstances or in accordance with Section 74 PA2023, this list is not exhaustive:~~

- ~~• The variation introduces conditions which, had they been part of the initial procurement exercise, would have allowed for the admission of other tenderers than those initially selected or for the acceptance of an offer other than that originally accepted or would have attracted additional participants in the procurement procedure;~~

- ~~The variation increases the value of the contract or the framework agreement substantially in favour of the provider in a manner which was not provided for in the initial contract or framework agreement;~~
- ~~The variation extends the scope of the contract or framework agreement considerably.~~

~~38.1 Contract variations that materially affect or change the scope of the original contract are not allowed unless approved by the Head of Procurement. If material changes are accepted, then notices must be published in accordance with the regulations.~~

~~34.4 If a material change (variation) is approved and it is subject to Section 74 of the PA2023, then notices must be published in accordance with the Procurement Act 2023.~~

~~34.5 All contract variations must be in writing and signed by both the Council and the provider except where different provisions are made within the contract documentation.~~

~~34.6 If the variation relates to a contract that has previously been waived, then a new CSO Waiver should be approved by a member of the Executive Management Team.~~

~~38.2 A new procurement is required in the case of a material changes where one or more of the following conditions are met:~~

- ~~The variation introduces conditions which, had they been part of the initial procurement exercise, would have allowed for the admissions of other tenderers than those initially selected or for the acceptance of an offer other than that originally accepted or would have attracted additional participants in the procurement procedure.~~
- ~~The variations increase the value of the contract substantially in favour of the supplier in a manner which was not provided for in the initial contract.~~
- ~~The variation extends the scope of the contract considerably.~~

~~38.3 All contract variations must be in writing and signed by both the company and the supplier except where different provisions are made within the contract documentation.~~

## **Extensions**

~~38.434.7~~ The term of any contract may only be extended where all the following criteria have been met:

- provision for an extension of the term is evidenced by the original contract (and the original tender/quotation); and
- where the budget provision and the extension are in line with the Financial Regulations; and
- where the contract still delivers Value for Money
- In the case of ICT related expenditure has had the appropriate approvals

~~38.534.8~~ Only the Head of Procurement may approve an extension to the term of a contract outside the rules, after consulting with the Executive Management Team and a written decision record kept.

## **39.035.0 Termination of Contracts**

39.135.1 Provision for the termination of a contract must be included within the terms and conditions of the contract. Only ~~the Procurement and Commercial Service Manager, or~~ the Executive Management Team has the authority to agree early Termination of a Contract.

39.235.2 The ~~Procurement and Commercial Service Manager~~Head of Procurement must be consulted where there are serious concerns over the performance of a contract.

35.3 ~~An Exit Plan, which can cover one or more contracts, must be prepared for every contract well in advance of contract expiry. It is recommended that this should be put in place at least 6 months in advance to allow for the approvals, pre-planning process, and any re-procurement.~~

35.4 ~~In accordance with Section 80(3) of the PA2023, all above threshold (covered) contracts awarded must have a 'Contract Termination Notice' published when the following occurs:~~

~~(a) Discharge: including for example, where contract obligations / deliverables are fulfilled, payments made and any disputes settled, by mutual agreement or contract frustration;~~

~~(b) Expiry: where the contract has reached its end date (which may include periods of extension);~~

~~(c) Termination by a party: where one party exercises a contractual or implied right to terminate the contract;~~

~~(d) Rescission: Where the contract ends, and the parties restored to the position they were in before the contract was entered into; or~~

~~(e) Set aside by court order: where the contract is declared to be invalid by legal judgement.~~

~~39.3 The Procurement and Commercial Service Manager must be consulted if the performance of a contract is giving rise to concern and consideration is given to termination.~~

## **40.036.0 Procurement by External Agents**

40.136.1 Any consultants used by the company must be appointed in accordance with these CSOs. Where the company uses consultants to act on its behalf in relation to any procurement, then the Executive Management Team shall ensure that the consultants carry out any procurement in accordance with these CSOs.

40.236.2 No consultant shall make any decision on whether to award a contract or to whom.

40.336.3 The Executive Management Team shall ensure that the consultant's performance in relation to procurement is in accordance with these CSOs.

36.4 Where the company uses consultants to act on its behalf in relation to any procurement the consultant must declare any conflict of interest ~~that may arise~~

~~to the Executive Management Team in accordance with section 29.0 of the CSOs prior to commencing work on any tender.~~

### **37.0 Contingent Labour Contracts**

37.1 Contingent labour contracts include agency workers and consultants. These types of contracts should be managed in accordance with the provisions detailed below.

37.2 The corporate contract for contingent labour, managed by the Human Resources Department, must be used for all agency workers. Where unsuccessful attempts have been made to engage an agency worker via the corporate contract, then approval must be sought from the Head of Human Resources to use an alternative supplier which must be procured in accordance with the CSOs.

37.3 Where a worker is not engaged as an agency worker via the corporate contract, they are deemed a consultant and should be procured in accordance with the CSOs.

### **38.0 ICT Related Contracts**

38.1 Any technology requirement, including hardware, software and consumables, must be procured or agreed by the ICT Department

38.2 Any requirement for new or replacement technology or major upgrade/enhancement to existing technology, or contract changes, must be considered and approved by the Technology Governance Board. The Head of ICT and Business Transformation or nominated officer must be involved in all procurement activities for SLHD systems and specific advice taken into account in the contract award decision.

~~40.4 —~~

~~40.5 — Where the Executive Management Team considers that such a conflict of interest is significant, they should consider whether it is appropriate for the consultant to work on a particular tender and the consultant should not be allowed to evaluate tenders on behalf of the Company.~~

### **41.039.0 Employment Through Intermediaries Off Payroll Working Regulations (IR35)**

39.1 Off-payroll working applies to all types of contracts where an individual (worker) provides their services through an intermediary. The company is responsible for determining if IR35 applies or not and, where incorrectly determined, any unpaid tax can be claimed for against the company. The check employment status assessment tool must be completed on every worker for the role required and not the supplier or the worker.

41.139.2 Before an individual is employed through, an intermediate partnership or company, there must be consideration on whether IR35 applies to the contract. This will involve reviewing the relationship between the supplier and the company

and then either reviewing any formal declaration from HMRC or assessing through the HMRC CEST (Checking Employment Status Tool) to ensure the company adheres to the obligations under IR35.

#### **40.0 Tenants or Tenant Board Members Involvement and Section 20 Consultation**

##### **42.0**

42.140.1 Where appropriate, the company will consider tenants or tenant board members in the tender evaluation process. The relevant member of the Senior Management Team is responsible for ensuring consultation has taken place with tenants or tenant board members and decide whether their involvement is required or not.

42.240.2 Consideration must be made on whether Section 20 applies to the proposed contract and the necessary consultation take place.

#### **43.041.0 Record and Document Retention Control**

43.141.1 SPT will maintain a Contracts Register of all contracts awarded.

41.2 All contracts awarded above £5,000 must be notified to SPT.

41.3 A Contracts Register of all Contracts awarded with an aggregated value above £5,000 shall be maintained by the SPT.

41.4 All quotations, tenders, submissions and contract documentation must be retained and disposed of in accordance with the company's Retention Schedule.

41.5 For every individual Contract above £25,000 the Officer should make available to SPT the following documentation, as a minimum:

- o Quotations or Tender Submissions - if applicable
- o A copy of the contract documents
- o Key Performance Indicators at least annually (for contracts above £5m as per the PA2023)

#### **42.0 General Data Protection Regulation (GDPR)**

43.242.1 Where any supplier is given possession of or access to any personal data, the Director must comply with the company's Data Protection obligations. The Director must follow SLHD's Information Security and Data Protection Policies, in particular regarding contracting with data processors and sharing data and carry out a Data Protection Impact Assessment (DPIA) in consultation with the Information Governance Team (IG). Early engagement with IG is recommended.

~~43.3 For every individual contract above, £25,000 a notification via a Contract Award Form must be sent to the Procurement Team and the following information be sent or made available from the contracts file upon request. The contracts files should be maintained by the Contract Owner:—~~

- ~~a. Title of the contract with a short description~~
- ~~b. Contract owner~~

- ~~e. Supplier information~~
- ~~d. The method for obtaining bids;~~
- ~~e. Start and end date of the contract with extension periods.~~
- ~~f. Data Protection Impact Assessment (DPIA) — if applicable~~
- ~~g. Technology Governance Board (TGB) approval — if applicable~~
- ~~h. Section 20 information — if applicable~~
- ~~i. Social value information — if applicable~~
- ~~j. Signed contract.~~

**~~For Tenders above UK Public Procurement Threshold the additional information must be held in the contracts file, this list is not exclusive;~~**

- ~~k. The evaluation criteria in descending order of importance and associated evaluation method;~~
- ~~l. Tender documents sent and received from tenderers;~~
- ~~m. Any pre-tender market research;~~
- ~~n. All notes made by the Evaluation Panel during the evaluation of tenders;~~
- ~~o. Clarification and post-tender negotiation (to include minutes of meetings);~~
- ~~p. A copy of the contract documents;~~
- ~~q. Post-contract Evaluation and monitoring;~~
- ~~r. Communications with all tenderers during the tender process and with the successful supplier throughout the period of the contract;~~
- ~~s. Award of Contract documentation;~~
- ~~t. Any decision to abandon a procurement exercise or terminate a contract; and~~
- ~~u. All delegated decisions, authorisations, waivers and reports relating to the tender process and subsequent contract.~~

#### **44.043.0 Purchase Cards**

**44.143.1** The company uses purchasing cards in order to reduce transaction costs for low value purchases by reducing time spent on processing of orders and invoices.

**44.243.2** Purchase cards must not be used as a way of bypassing the CSO's. However, in some circumstances, where a contract exists and the supplier allows, a purchase card can be used as a payment method, where this offers better value for money or is specified in the contract.

#### **45.044.0 Cost Control**

**45.144.1** The Director of Corporate Services shall ensure that suitable procedures are laid down and followed for the effective cost control of all contracts. Such procedures shall involve a continuous monitoring of the cost being incurred on each contract with the objective of ensuring that the project is completed within the authorised cost and that any unavoidable extra costs are identified quickly so that appropriate actions can be taken.

#### **46.045.0 Contract Claims and Disputes**

**46.145.1** To safeguard the company's right to deduct Liquidated Damages, if the contract is over-running the Authorised Officer must certify in writing that the supplier ought to reasonably to have completed the works within the contract



period. Such a certification must be in accordance with the contract conditions and be issued prior to the issue of the final certificate for payment.

[46.245.2](#) Any events that may lead to claims for extension of time must immediately be brought to the attention of the ~~Procurement and~~ Commercial Service Manager.

[46.345.3](#) Claims for extension of time must be assessed promptly and any extension award made in accordance with the conditions of contract.

[46.445.4](#) If the works are not complete, the Authorised Officer must issue a certificate of non-completion in accordance with any relevant Contract conditions immediately after the expiry of the (extended) date for completion. It is the ultimate responsibility of the ~~Procurement and~~ Commercial Team to arrange for the deduction of Liquidated Damages.

[46.545.5](#) If the supplier subsequently brings forward fresh evidence of delay, the Authorised Officer may award a further extension but must then also issue a revised certificate stating the revised date in accordance with any relevant Contract conditions.

[46.645.6](#) Before the final certificate is issued, the Authorised Officer shall check that any necessary certificate has been issued in accordance with the relevant contractual conditions.

[46.745.7](#) The Executive Management Team must be kept informed at all times of all contractual claims whether by or against the company.

[46.845.8](#) It is critical that documentary evidence is kept relating to all aspects and stages of a claim and these should be kept by the ~~Procurement and~~ Commercial Team.

#### **[47.046.0](#) Review and Amendment of the Contract Standing Orders**

[47.146.1](#) The Director of Corporate Services are authorised to make technical amendments from time to time to ensure these procedures are consistent with legal requirements, changes in company structures and personnel and best practice.

## GLOSSARY OF TERMS (including general procurement terms)

**Abnormally Low Tender** – an offer via a tender process that is less than the estimated value by a margin that requires explanation.

**Aggregation** – Where similar or same purchases made separately over a period of time (and often from multiple suppliers) are combined into one contract requirement.

~~**Approved List** – List of suppliers who have met a minimal level of quality assessments, usually through a Selection Questionnaire, or pre-approved list e.g., Constructionline database and approved to provide specific work, goods or services.~~

~~**Approved Suppliers** – Suppliers included on Approved Lists.~~

~~**Alcatel (Standstill Period)** – Contracts under the regulation's procurement process must have a minimum 10-calendar day's standstill period between the decision to award a contract and the actual award. Unsuccessful suppliers are notified of the proposed award and given the opportunity to appeal at this point of the process.~~

**Assignment** – The transfer of rights from one supplier to another based on the same contract.

**Audit Trail** – System or paper generated evidence showing how decisions and procedures were carried out.

**Authorised Officer** – a person appointed by the Executive Management Team who is responsible for a service area.

**Award** – The allocation of a contract to a successful bidder/contractor/supplier.

**Award Stage** – Final stage of the quotation or tendering process, with notification of the successful supplier and the signing of the contract.

**Bid** – A submitted tender/quote.

~~**Breach** – Where a contract or purchase is made that is not compliant with the CPRs.~~

~~**Business Case** – The reasons for carrying out a procurement or project, usually indicating initial value, and justifying the need such as identified service need or meeting company's objectives.~~

**Bidder** – a supplier who submits and offer via a quotation/tender process.

**Central Digital Platform (CDP)** – A government system where all UK contracting authorities publish information relating to procurement. It is also where identifiers are recorded and/or issued and for suppliers to input their commonly used information.

**Challenge** – an official notification sent from an unsuccessful supplier after a tender process.

**Collaboration** – Process by which two or more 'organisations' (local authorities, other public sector bodies) work together to obtain a joint solution for a shared requirement. Used to capitalise on the advantages of Aggregation of Demand, such as economies of scale or stronger positioning in the Marketplace.

**Collusion** – illegal process of agreeing to unfair activities in a procurement process, such as price fixing.

**Commissioning** – the strategic activity of assessing need and using resources (both budgets and services) to meet those needs, with procurement forming part of commissioning for the sourcing and setting up contracts to provide services.

**Company** - refers to St Leger Homes of Doncaster Limited, registered Company number 05564649.

**Company Secretary** - means an Executive Director designated by the Board in accordance with the Companies Act 1985 (and as subsequently amended), or a senior member of the management team to whom duties are delegated in accordance with the Company's Scheme of Delegation.

~~**Competitive Dialogue** – Competitive dialogue is a procedure in which any economic operator may request to participate and whereby the company conducts a dialogue with the tenderers admitted to that procedure, with the aim of developing one or more suitable alternatives capable of meeting its requirements, and on the basis of which the tenderers chosen are invited to tender.~~

~~**Concession Contract** – An agreement between two parties where income is derived from the asset or ability to deliver services in the issuing of rights by one party to the other, an agreement between the company and a supplier for where payment comprises in whole or in part the right to exploit the works or services by receiving income from third parties rather than direct payment from the company.~~

~~**Conflict of Interest** - Where there is a conflict between the interests of the person acting in relation to a procurement or contract management.~~

**Contingencies** – future events or circumstances that may occur.

**Concessions Regulations 2016** – rules on how concessions contracts above a certain threshold can be let post 2016.

**Contract** – Legally binding document that sets out the terms and conditions of the delivery of the works, services or supplies, including performance measures.

**Contract Award Notice** – Notice of the award of a contract above £5k. If a contract is above £30k (inc. VAT) and public procurement thresholds additional contract notices will be generated by the submission of this notice.

**Contract Management** – Activities after a contract has been let to ensure the contract is delivered in accordance with the contract terms and conditions and any other specifics as detailed in the procurement exercise.

~~**Contract Management** – The function of managing the formal aspects of company contract/s.~~

**Contract administration** – handles the formal governance of the contract and changes to the contract documentation.

**Contracts Finder** - Government portal for advertising opportunities and awards of contracts valued above £25,000 as required by the Public Procurement Regulations 2015 (PCR2015).

**Contracts Register** – A register of Companywide Contracts centrally held by SPT and the Contract and Compliance Team.

**Contract Award Notice** – Notice of the award of a contract published in the Find a Tender Service (FTS) as required by UK legislation.

**Contract Standing Orders** – A policy which sets out the rules that must be followed when undertaking procurement and contracting processes.

**Companywide Contracts** – contracts let on behalf of the Company to meet the requirements of supplies, services or works that are common or shared across the Company.

**Council** - refers to City of Doncaster Council.

**Covered Procurements** – Contracts where the value exceeds the public procurement thresholds and must be procured in accordance with the Procurement Act 2023.

**Criteria** – set of specific requirements that a quote or tender will be marked against.

**Director** – The person responsible for the proper compliance with these procedures. Except as indicated otherwise, a Director may delegate authority to other persons to deliver their responsibilities.

**Disaggregation** – Splitting a requirement for similar works, goods or services into a number of smaller contracts to avoid having to undertake a full competitive tender exercise for contracts exceeding the UK Thresholds. This practice is a breach of UK legislation.

**Dispute** - Disagreement between the Company and supplier that may result in Court action.

**Doncaster Business** – A company or other organisation, which has an office or premises within the City of Doncaster Council area.

**Due Diligence** – checks conducted on provider(s) to ensure their eligibility and suitability to deliver a contract for SLHD.

**EMT** - means the team of Executive Directors forming (from time to time) the Executive Management Team.

**E-Tender System** – Software system to manage a quotation/tender process.

**Evaluation** – Detailed assessment and comparisons of bid Submissions verifying how suppliers will meet the requirements of the contract, measured against quality and price criteria.

**Evaluation Panel** – Group brought together with the specific aim of assessing submitted tenders against pre-set criteria, to make final recommendations on the award of contract.

**Exceptions** – Permits the undertaking of a procurement action within a specific area without the need for a competitive tender exercise.

**Execute** – the completion of contract documentation, including the signing, and sealing where required, of the formal contract.

**Executive Director** - means an employee of the Company holding a post designated as an Executive Director.

**Exemption** – excluding a procurement activity from one or more of the CSO's.

**Framework Agreement** – Used where specific works, services or goods will be needed on a number of occasions over a known duration, but the exact requirement is not known. Can be with a single supplier or multiple providers (sometimes referred to as a 'call-off' contract). Once set up, there is no need to go to the open market as competition is held between those providers on the framework. Frameworks can be reopened periodically to allow for new participants, if allowed for in the procurement methodology (sometimes referred to as a 'call-off' contract) or with a multiple number of suppliers. Once set up, there is no need to go to the open market as competition is held between those suppliers on the framework.

**FTS (Find a Tender Service)** – on-line publication advertising tender opportunities and publicising contract awards for the public sector in all EU Member states, the European Economic Area and the World Trade Organisation.

**FTS Notice** – published notice of tender opportunity or contract award on the FTS

**GDPR** – The General Data Protection Regulations and Data Protection Act.

**Grant Funding** – Funding derived from external sources that may be dependent upon the fulfilment of certain criteria throughout the procurement and/or Contract Management process.

**Health Care Services (Provider Selection Regime) Regulations 2023** – Legislation that must be adhered to when procuring Health Care Services Contracts, or in the situation of a mixed contract where services or goods are being procured in addition to the health care services meets the provisions set out in the regulations on mixed contracts. **ICT** – Information, Communication and Technology

**IHS** – In-House Service Provider is an identified internal service offered by the Company.

**Income Generating Contracts** – Contracts through which the company may derive a one-off or regular income.

**Invitation to Tender** – documentation enabling suppliers to make an offer of supply based on a specification, indicating the requirements of the company.

**IR35 (Off-payroll working)** – Legislation related to off-payroll working governing the process and limitations for employing individuals through intermediary companies.

**Joint Procurement** – Where other public bodies are included within a procurement exercise.

**Leadership Team** – Directors and Heads of Services of the company.

**Letter of Intent** – A written statement indicating the company's willingness to enter into a formal contract.

**Light Touch Services (LTS)** - ~~A specific set of rules for certain social, health and education services, defined by Common Procurement Vocabulary (CPV) codes. The list of services is set out in Regulation 42, Schedule 1 of the Public Regulations 2024.~~  
**Regime**—~~Specific set of rules service contracts viewed as of lower interest to cross-border competition. These service contracts include certain social, health and education services, defined by Common Procurement Vocabulary (CPV) codes. The list of services to which the Light-Touch Regime applies is set out in Schedule 3 of the Public Contracts Regulations 2015.~~

**Liquidated Damages** – Compensation awarded by a court judgement or a contract stipulation regarding the breach of a contract.

**Management Agreement** - means the Management Agreement between the Council (1) and the Company (2) relating (inter alia) to the management of housing stock owned by the Council.

**Marketplace** – Wording used to describe a commercial activity or a group of potential suppliers possibly able to meet requirements.

**Member** - means a duly appointed member of the Board of the company.

**Negotiation** – Process by which a contract proposal is reached through discussion and agreement between the prospective supplier and the Company.

~~**Negotiated Procedure**—Procurement process undertaken directly with one bidder. Used under specific circumstances.~~

**Non-Commercial Consideration** – Non-financial concerns such as social and environmental factors.

**Novation** – Substitution of a supplier with a new supplier, or of a contract with a new contract.

**Open Procedure** – Tender process open to any supplier who wishes to bid.

**PAS91** – A pre-qualification questionnaire for construction (works) related contracts.

**Prior Information Notices (PIN)** – A notice published in the Find a Tender Service to notify suppliers on upcoming contract opportunities and to stimulate interest.

~~**Pre-Procurement Procedure** – Actions where Officers complete certain actions to inform the contract to be let and the methodologies to obtain the best outcomes for the Company and tenants, this could include engagement with providers, customers and professional bodies.—A requirement for stakeholder to ensure they have correctly identified the needs of the service and outcomes have been assessed.~~

~~**Public Procurement Law** – applicable UK law including the Public Contracts Regulations 2015 or the Procurement Act 2023 (Public Contract Regulations 2024), detailing rules and regulations that must be complied with for all public sector procurement processes, and the Concession Contract Regulations 2016.~~

**Public Procurement Thresholds** – total contracts value amounts that differ depending on the type of contract and where the regulations must be strictly adhered.

**Qualified Tender** – Where tenderers submit a bid, which has been amended to the tenderers' requirements, such as, inserting their own terms and conditions.

**Quotation** – Written or verbal price given by a supplier on request either formally or informally.

~~**Remedies Directive**—UK legislation that sets out the rules by which the procurement actions and decisions may be challenged.~~

~~**Regulations**—Public Contract Regulations 2015 or Concession Contract Regulations 2016.~~

**Relationship management** – keeps the relationship between the two parties open and constructive, aiming to resolve or ease tensions and identify problems early.

~~**Restricted Procedure** – Tender process where potential suitable tenderers are identified by the evaluation of a Selection Questionnaire. Only those passing the evaluation criteria of the Pre-Qualification Questionnaires will be invited to tender.~~

~~**Selection Questionnaire (SQ)** – Standard set of questions used to establish the suitability of a Tenderer to be included in a bidding process, based on experience, financial stability and quality assessments. Is also be used to eliminate bidders in a restricted (two stage) tender so that only the most suitable Tenderers are invited to tender.~~

**Service delivery management** – ensures that the service is delivered as agreed to the required levels of performance and quality.

**SLA** - means Service Level Agreement.

**Social Value** – the economic, environmental and social issues considered in procurement.

~~**Social Value** – socially linked value that can be quantified and delivered through contracting.~~

**Specification** – Detailed description of what is required, including monitoring procedures.

**Stakeholder** – Individual or organisation with an active interest in the impact or effect of the company's procurement activities.

~~**State Aid** – Any Government aid must not distort competition by favouring certain businesses or goods.~~

~~**Sub-Letting Contracting** – Engagement of another supplier by the main supplier.~~

**Submission** – The bid or tender submitted by a supplier in response to an invitation to quote or tender.

~~**Sustainable Procurement** – the economic, environmental and social issues considered in procurement.~~

**Supplier** – an organisation who supplies, services or works and are external to the company.

**Tender** – Written response to an Invitation to tender that contains a proposal evaluated against set criteria.

**Tenderer** – Prospective supplier who submitted a bid in response to an Invitation to Tender or quote.

**Tender Documents** – Set of documents provided to prospective tenderers that forms the basis on which Tenders will be submitted. Includes, as a minimum, instructions to Tenderers, contract terms and conditions, Specification, evaluation criteria, pricing schedule, form of tender and anti-Collusion statement.

**Testing the Market** – Formal procurement process to establish whether there are suppliers able and interested in providing quotes or bidding.

**Termination** – Cancellation of all or most of a contract.

**Technology Governance Board (TGB)** – A board that all technology related contracts must be approved by which is chaired by the Service Director for Finance and Technology, CDC.

**Thresholds** – Financial boundaries (based on the Whole Life Value of a proposed contract) which determine the procurement action, for example whether a competitive tender is required, or whether an UK competitive action is required.

**TUPE (Transfer of Undertakings (Protection of Employment) Regulations 2006)** - Preserves the continuity of employment and safeguards employment rights of all employees transferring to a new employer i.e. where there is a change of contract provider or where current company staff are being transferred to another service provider.

**UK Procurement Directives (UK Legislation)** – Procurement Law Public Contract Regulations 2015, detailing rules that must be complied with by public bodies.

**Value for Money (VfM)** – ensuring the needs of the company are met whilst achieving the required balance of quality and price.

**Variation -**

A variation is a change to the agreement of both parties to perform part of the contract differently to the way that was originally agreed, this can relate to the specification or costs. These can be referred to as Deeds of Variation, Variation Orders, Compensation Events or Contract Change Notices and are contractually binding on both parties.

**Under Seal** – A contract executed as a deed. This gives additional protections to the Company.

~~A variation is usually a change to a contract. It may either be a one-off item of work or service, or a change for the remainder of the contract. Deeds of Variation and Variation Orders are contractually binding on both parties.~~

**Waiver** – Approval obtained prior to procurement activity, by a member of the Executive Management Team, permitting an exception to the CSO's.

**Whole Life Value** – All costs incurred in the lifespan of the contract, including disposal.

**YORtender** – Supplier, contract, management, system (YORtender) is an electronic e-tendering system, ~~used by Yorkshire and Humber Councils.~~

Appendix B - Procurement Decision Table and Requirements per Contract Value Threshold

Total Contract Value (£)		Type of Contract	Procurement Process	Procurement Route Options	Min. No. Providers required to bid	Advertising Requirements Contract Opportunity	Advertising Contract Award	Restricted market testing permitted	Involve Procurement	Reg 84 Report	Internal Contract Award Notice
From	To										
£0	No MAX	Healthcare Services (see PSR CPV Codes)	1st - IHS (In-house Supplier) 2nd - Corporate Contract or Framework Agreement 3rd - Direct Award Process, Most Suitable Provider Process or Competitive Process (in accordance with contract value minimum requirements)	Direct Award Process A, B or C Most Suitable Provider Process Competitive Process		NO	YES	NO	YES	NO	YES (above £5k)
£0	£25,000	ALL	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd - Direct Award or Informal Quotation (Doncaster company preferable ensuring best value)	Direct Award or Informal Quotation	1	NO	NO	YES	NO	NO	YES (above £5k)
<b>Any contract over £25,000 must be procured via the E Tender System</b>											
£25,000	£214,904 inc. VAT (£179,087 exc. VAT)	Goods Services Works Social & Other Specified Services (Light Touch Regime Services)	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd - Third Party Framework Agreement or Procurement Exercise (ITQ or RFQ)	Third Party Framework		NO	Contracts Finder Central Digital Platform	YES	YES	NO	YES
				Open Quotation: (RFQ) Low Risk Contract or (ITQ) High Risk Contract	3	E Tender System Contracts Finder (open quotation only)	Central Digital Platform Contracts Finder				
				Restricted Formal Quotation: (RFQ) Low Risk Contract or (ITQ) High Risk Contract							
£214,904 inc. VAT (£179,087 exc. VAT)	£663,540 inc. VAT (£552,950 exc. VAT)	Social & Other Specified Services (Light Touch Regime Services)	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd - Third Party Framework Agreement or Invitation to Tender (ITT) (at least one from a Doncaster company)	Third Party Framework		NO	Central Digital Platform Contracts Finder	YES	YES	NO	YES
				Open or Restricted Invitation to Tender (ITT)	3	E Tender System Central Digital Platform Contracts Finder (open tender only)	Central Digital Platform Contracts Finder				
£214,904 inc. VAT (£179,087 exc. VAT)	£5,372,609 inc. VAT (£4,477,174 exc. VAT)	Works	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd - Third Party Framework Agreement or Invitation to Tender (ITT) (at least one from a Doncaster company)	Third Party Framework		NO	Central Digital Platform Contracts Finder	YES (Framework Providers)	YES	YES	YES
				Open or Restricted Invitation to Tender (ITT)	3	E Tender System Central Digital Platform Contracts Finder (open tender only)	Central Digital Platform Contracts Finder	NO			
£663,540 inc. VAT (£552,950 exc. VAT)	+	Social & Other Specified Services (Light Touch Regime Services)	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd - Third Party Framework Agreement or Invitation to Tender (ITT)	Third Party Framework		NO	Central Digital Platform Contracts Finder	YES (Framework Providers)	YES	YES	YES
				Open Restricted DPS Competitive Dialogue Competitive Procedure with Negotiation Innovation Partnership Public Procurement Tender		E Tender System Central Digital Platform OJEU Contracts Finder	Central Digital Platform FTS Contracts Finder	NO			
£214,904 inc. VAT (£179,087 exc. VAT)	+	Goods Services	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd - Third Party Framework Agreement or Invitation to Tender (ITT)	Third Party Framework		NO	Central Digital Platform Contracts Finder	YES (Framework Providers)	YES	YES	YES
				Public Procurement Tender Open Restricted DPS Competitive Dialogue Competitive Procedure with Negotiation Innovation Partnership		E Tender System Central Digital Platform FTS Contracts Finder	Central Digital Platform FTS Contracts Finder	NO			
£5,372,609 inc. VAT (£4,477,174 exc. VAT)	+	Works	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd - Third Party Framework Agreement or Invitation to Tender (ITT)	Third Party Framework		NO	Central Digital Platform Contracts Finder	YES (Framework Providers)	YES	YES	YES
				Public Procurement Tender Open Restricted DPS Competitive Dialogue Competitive Procedure with Negotiation Innovation Partnership		E Tender System Central Digital Platform FTS Contracts Finder	Central Digital Platform FTS Contracts Finder	NO			





## **Contract Standing Orders**

# Contents

## INDEX

1.0	Introduction
2.0	Basic Principles of Procurement
3.0	Service Level Agreements (SLA)
4.0	Compliance and Conduct
5.0	Procurement Plan and Contracts Register
6.0	Budget Availability
7.0	Estimating Contract Value
8.0	General Data Protection Regulations (GDPR)
9.0	Procurement Business Case
10.0	ICT and ICT Related Contracts
11.0	Awarding of the Contract
12.0	Relevant Contracts
13.0	Exemptions to the Contract Standing Orders
14.0	Waivers to Contract Standing Orders
15.0	Contracting Route Options
16.0	Using In House Suppliers (IHS)
17.0	Using Companywide Contracts
18.0	Negotiated Contracts
19.0	Concession Contracts
20.0	Using Third Party Dynamic Purchasing Systems (DPS) and Framework
21.0	Approved Lists
22.0	Joint Procurement
23.0	Contracts valued up to £25,000 inclusive.
24.0	Low Value Contracts valued £25,000 to £214,904 inc. VAT
25.0	(£179,087 exc. VAT) - Quotation Intermediate Contracts valued at:- £214,904 inc. VAT (£179,087 exc. VAT) to £663,540 inc. VAT (£552,950 exc. VAT) for Contracts under the Light Touch Regime (a list of the services can be obtained from the SPT)
26.0	£5,372,609 inc. VAT (£4,477,174 exc. VAT) for Works (current UK Threshold) High Value Procurements for Contracts valued over: - £214,904 inc. VAT (£179,087 exc. VAT) for Supplies and Services, £663,540 inc. VAT (£552,950 exc. VAT) for Contracts under the Light Touch Regime, £5,372,609 inc. VAT (£4,477,174 exc. VAT) for Works Trial Purchases
27.0	Qualification
28.0	The Invitation to Tender/Quote (ITT/ITQ)
29.0	Submission, Receipt, Opening and Registration of
30.0	Tenders/Quotes General
31.0	Evaluation of Tenders and Quotations
32.0	Errors in Tenders and Quotations
33.0	Awarding Contracts
34.0	Standstill
35.0	Contract Award Notice
36.0	Contract Terms and Conditions

<b>37.0</b>	<b>Contract Variations and Extensions</b>
<b>38.0</b>	<b>Termination of Contracts</b>
<b>39.0</b>	<b>Procurement by External Agents</b>
<b>40.0</b>	<b>Employment through Intermediaries (IR35)</b>
<b>41.0</b>	<b>Tenants or Tenant Board Members Involvement and Section</b>
<b>42.0</b>	<b>20 Consultation</b>
	<b>Record and Document Retention Control</b>
<b>43.0</b>	<b>Purchase Cards</b>
<b>44.0</b>	<b>Cost Control</b>
<b>45.0</b>	<b>Contract Claims</b>
<b>46.0</b>	<b>Review and Amendment of the Contract Standing Orders</b>
<b>47.0</b>	<b>Glossary of Terms</b>
<b>Appendix A</b>	<b>Procurement Decision Table and Requirements per Contract</b>
<b>Appendix B</b>	<b>Value Threshold</b>

## **1.0 Introduction**

1.1 These Contract Standing Orders (CSOs) outline the policy and procedures for the procurement and contract management activities linked to revenue spend across St Leger Homes of Doncaster Limited (“the company”) that includes ordering for the purchase, commissioning, hire, rental of goods, services, works and on behalf of the Company. All capital spend must be conducted in accordance with the Council’s Contract Procedure Rules (CPRs).

1.2 Compliance with the CSOs ensures that:

- All suppliers are treated fairly and equally, and that all procurement takes place in an open and transparent way, encouraging competition.
- The rules and procedures governing procurement and contract management are set out clearly for officers and third parties buying or commissioning on behalf of the company, and suppliers and other interested stakeholders.
- All elements of procurement and contract management are governed to ensure sound, robust practices.
- The company complies with Public Contract Regulations 2015 (PCR2015), the Procurement Act 2023 (PA2023), the Health Care Services (Provider Selection Regime) Regulations 2023 and any other legislation governing public sector procurement.
- The company can defend against allegations of incorrect or fraudulent procurement practice, should the need arise.

1.3 The company has a duty to make the best use of its assets and finances on behalf of the residents and businesses of Doncaster. It is important that goods, services and works, be procured and managed in a way that offers value for money, delivers public benefits and is carefully regulated, lawful, and ensures transparency and accountability.

1.4 It also should be noted that these CSO’s should be read in conjunction with the Company’s Financial Regulations and related procurement and contract management policies and strategies in order for officers to discharge their responsibilities accordingly.

## **2.0 Basic Principles of Procurement**

2.1 All procurement and contract management activities must:

- Support the company’s objectives as set out in the ‘Business Plan’.
- Deliver value for money.
- Ensure fairness and transparency in awarding public contracts.
- Comply with all appropriate legal requirements.
- Ensure that all contracting risks are appropriately assessed and managed.
- Encourage and promote the participation of Doncaster businesses in company contracts.
- Maximise public benefit whilst delivering sustainability and social value.

2.2 Procurement procedures - once the need for goods, services or works has been identified, officers are required to: -

- a. Investigate whether the company has an in-house supplier which can fully meet the requirements; if this is not possible.
- b. Investigate whether there is a companywide contract or other arrangement already in place; if this is not possible.
- c. Use a compliant third-party framework or conduct a company procurement process ensuring the best route to market is obtained.

### **3.0 Service Level Agreements (SLA)**

3.1 SLA arrangements with the Council are exempt and not captured by the CSOs.

### **4.0 Compliance and Conduct**

4.1 These CSOs must be adhered to by:

- All permanent and temporary staff.
- External consultants.
- Board members and tenant representatives.
- Any other party that may be responsible for awarding, managing and monitoring contracts on behalf of the company.

4.2 The highest standards of probity are required of all those involved in the procurement, award and management of the company's contracts.

4.3 Any **failure to comply** with any of the provisions of these CSOs, the Financial Regulations or Public Procurement legal requirements **may result in disciplinary action** and may in some instances/cases constitute a criminal offence.

4.4 The CSOs are a minimum standard and a more prescriptive procurement regime must be followed where this is required by Law or by a funder.

4.5 Measures should be taken to effectively prevent, identify and remedy conflicts of interest arising through procurement activity to avoid any distortion of competition and to ensure equal treatment of all suppliers.

4.6 All Officers have a duty to report breaches of the CSOs CDC's Head of Procurement and their own SLHD Head of Service.

### **5.0 Procurement Pipeline and Contracts Register**

5.1 Senior Management Team must consult with the SPT as soon as the need for a procurement exercise becomes apparent so this information can be registered on the procurement plan.

5.2 As a minimum SLHD will publish a Pipeline Notice (in accordance with the PA2023) detailing the contracts above £2m, that is expected to be procured in the next 12 months. SLHD will publish all known upcoming procurements above £25k that will be procured in the next 18 months.

5.3 SPT will maintain and update the Company's Contracts Register and publish this in accordance with the requirements specified in the Local Government Transparency Code.

5.4 Officers must ensure that they notify SPT of all contract awards above £5k, extensions, materially varied or terminated (only contracts classified as covered procurements need a termination notice).

## **6.0 Budget Availability**

6.1 No procurement activity can take place without written confirmation that a budget or other financial resources are available which has been previously approved by the Board or Executive Management Team.

## **7.0 Estimating Contract Value**

7.1 When contracting for goods, services or works, an assessment of the whole life value of the contract(s) or framework agreement must be undertaken including extensions and variants.

7.2 Contracts must be valued in accordance with the relevant legislation.

7.3 Calculating the total contract value should include:

- Be estimated by reference to the gross value of the contract (including installation, provider maintenance, options, and any income gained by all providers involved in the agreement)
- Assess the gross value of a framework agreement to be the reasonably estimated value of all contracts which may be awarded through it;
- Where the contract includes a fixed duration, cover the entire possible duration of the contract (i.e., including any options, such as extension periods or exit costs)
- Where the maximum contract duration is not certain, treat the contract as if it lasts 4 years.
- Include any Grant Funding.

7.4 If the project can be demonstrated as truly, innovative and an estimate cannot be established, approval to proceed must be obtained from the Executive Management Team before commencing a procurement process.

7.5 The company shall make the best use of its purchasing power by aggregating purchases wherever possible.

7.6 Contracts must not be disaggregated in an attempt to avoid the application of these CSOs, this may also result in a breach of regulations.

7.7 For concession contracts, the value of the contract shall be the estimated total turnover of the concession expected to be generated over the duration of the contract, in consideration for the goods, services or works that are the object of the contract. If the concession exceeds **£5,372,609 inc. VAT (£4,477,174 exc. VAT)** it is subject to legislative requirements.

## **8.0 General Data Protection Regulation (GDPR)**

8.1 Where any Supplier is to be given possession of or access to any personal data, the officer must comply with GDPR and the Company's Data Protection obligations.

8.2 The Officer must follow the company's Information Security and Data Protection Policies, in particular regarding contracting with data processors and sharing data and carry out a Data Protection Impact Assessment (DPIA) in consultation with the Information Governance Team. The Officer must ensure that:

- A DPIA is completed.
- The Provider is verified as suitable to be trusted with the personal data before allowing access to the data;
- Appropriate guarantees of the security of the personal data are included within a written contract;
- The performance of the contract is appropriately monitored;
- Appropriate steps are taken to enforce the contract where the information security guarantees are not being met;
- Appropriate steps are taken to minimise as far as possible the impact of a breach of data security.
- Arrangements that appropriately deal with the transfer, return or deletion of the information at the end of the contract are established.
- All contracts that involve the processing or sharing of personal data must be documented in the contract itself and reported to the Information Governance Team, who will keep a log of these contracts.

## **9.0 Contract Award**

9.1 These CSOs should be read in conjunction with the decision-making provisions and authorisation limits set out in the **Company's Financial Regulations**.

9.2 Contracts valued under the public procurement threshold can be signed by a member of the Executive Management Team or Heads of Service, whereas contracts valued above threshold must be signed by a member of the Executive Management Team.

9.3 All contract awards above £5,000 must be recorded on the SLHD Contracts Register. A Contract Award Notice must be completed.

9.4 Where a contract is above £25,000 all required notices must be published as per the Procurement Act 2023.

9.5 A contract is a legally binding agreement required for all supplies, services or works entered into by a representative of the company. A contract can be formed through verbal, written means or via the exchange of monies.

## **10.0 Relevant Contracts**

10.1 All relevant contracts **must** comply with these CSOs.

10.2 A relevant contract is any arrangement made by, or on behalf of, the company for the purchase or hire of goods, services or works.

This includes arrangements for-

- The undertaking of works.
- The supply or disposal of goods.
- The hire, rental or leasing of goods and equipment.
- The delivery of services.
- Consultancy services.
- Concession or income generating contracts.
- Land and property transactions relating to developing agreements.

10.3 Relevant contracts **do not** include:

- Employment contracts (permanent, interim or casual). For the avoidance of doubt, the appointment of recruitment agencies is subject to these CSOs.
- Contracts relating to disposal or acquisition of an interest in land (except those involving development agreements).
- Certain financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments.
- The employment of Barristers (for court related work) - Barristers engaged to represent the company must be appointed by a member of the Executive Management Team.
- Legal services contracts and arbitration services contracts provided they fall within the exemptions set out in Schedule 2 of the Procurement Act 2023.

10.4 Letters of Intent will only be issued in very exceptional circumstances following consultation and approval of the Director of Corporate Services.

10.5 The company may enter into nil (cash) value contracts. The CSOs will still apply in this case if a third party will make an economic gain, these contracts may be classified as a concession contract.

10.6 Suppliers undertaking procurement activity on behalf of the company must comply with the CSOs.

10.7 All Health Care Services contracts, as defined in the Health Care Services (Provider Selection Regime) Regulations 2023, must be procured in accordance with this legislation.

## **11.0 Exemptions to the Contract Standing Orders**

11.1 No exemptions can be made to the requirements of competition in terms of the CSOs, unless authorised in the form of a Contract Standing Orders Waiver Report by a member of the Executive Management Team. report

11.2 A 'Register of Exemptions' will be maintained by SPT.

11.3 Any breaches to the CSOs will be reported to the Audit Committee on an annual basis.



## 12.0 Waivers to Contract Standing Orders

- 12.1 Waivers to the CSOs are permitted in certain circumstances. Requests for waivers shall be made using the CSO Waiver Report Form and must specify the reasons for the request. The reasons could include but are not limited to;
- a) for works, supplies or services which are either patented or of such special character that it is not possible to obtain competitive prices or are only available from one organisation;
  - b) for supplies purchased or sold in a public market or auction;
  - c) for the execution of works or services or the purchase of supplies involving specialist or unique knowledge or skills;
  - d) an organisation which has won a contract for an earlier phase of work via a competitive process and where the work forms part of a serial programme and has previously been identified as such;
  - e) circumstances involving such urgency that it is not reasonably possible to comply with the appropriate CSO requirement such as an emergency situation, but officers must endeavour to obtain value for money where possible;
  - f) for the purchase of a work of art or museum specimen, or to meet the specific requirements of an arts or cultural event which cannot be procured competitively due to the nature of the requirement;
  - g) the use of time-limited grant funding from an external body, where the time limitations will not allow a competitive procurement process to be completed and where the grant conditions allow this; or
  - h) where relevant UK legislation not otherwise referred to in these CSOs prevents the usual procurement process from being followed
- 12.2 Only members of the Executive Management Team have authority to waive the CSO's.
- 12.3 Waivers should be obtained in advance of the procurement action as a waiver cannot be authorised retrospectively unless in emergency circumstances.
- 12.4 Waivers **must not** be used to avoid the requirements of these CSOs to go out to competition, due to lack of time available within the procurement timelines.
- 12.5 Waivers are only allowed up to the value of the relevant UK Threshold Requirements of Public Procurement Law or any other relevant law or external regulatory framework cannot be waived unless in exceptional circumstances and in accordance with Section 41 or 43 of the Procurement Act 2023.
- 12.6 Waivers must demonstrate value for money and clear benefits or advantages to the company.
- 12.7 Waivers must be documented in the correct form, the correct process followed and subsequently approved by a member of the Executive Management Team. This is available on the company's intranet and should be submitted to SPT.
- 12.8 Where waivers are authorised, a formal contract must be signed.

### **13.0 Contracting Route Options**

13.1 There are different methodologies to contracting on behalf of the company these are set out below.

### **14.0 Using In House Suppliers (IHS)**

14.1 Where an In-House Supplier (IHS) is available, then this supplier must be used.

14.2 Where there is no IHS or where the IHS cannot provide the service required due to capacity, other options can be considered.

14.3 The company will benchmark IHS to ensure they are achieving value for money. If the outcome is that the company is not receiving value for money then alternative arrangements will be considered, this may include looking to external suppliers for delivery.

### **15.0 Using Companywide Contracts**

15.1 Where the company already holds a contract, officers are required to use these.

15.2 Details of the current companywide contracts are available on the Contracts Register located on the company's intranet page.

15.3 There is no exemption from the use of companywide contracts unless agreed by the Authorised Officer, the decision for this must be kept and produced upon request.

### **16.0 Negotiated Contracts**

16.1 Negotiation may be considered when procuring goods, services and works. There are restrictions to negotiation associated with procuring contracts that fall under Public Procurement Legislation.

16.2 Negotiation to obtain the best outcomes for the company is encouraged on below £25k contracts where a direct award is permissible.

16.3 A member of the Executive Management Team must approve the use of a negotiated process. Verbal negotiation must be undertaken by at least two officers at least one of whom must be independent of the process.

16.4 Written negotiation must be subject to evidenced independent process check, calculation and value for money. If the contract value is above threshold these must involve by SPT and be in accordance with the Procurement Act 2023.

### **17.0 Concession Contracts**

17.1 Concession contracts for services or works are a contract and the procurement of concessions shall follow the competitive and contracting requirements in these CSOs.

17.2 Concession contracts for works or services with a value of £4,447,488 (£5,336,937 Inc. VAT) or more are subject to the Procurement Act 2023 and will be subject to a specific procurement process.

17.3 The value of a concession contract shall be the total turnover generated by the concessionaire over the duration of the contract, net of VAT, in relation to the services or works that are the object of the Concession Contract.

## **18.0 Using Third-Party Framework Agreements**

18.1 Third-party framework agreements let by another public sector body, such as public sector consortia or another company can be used where the company are eligible to call off under the framework agreement.

18.2 SPT must be consulted before using a third-party framework agreement.

## **19.0 Joint Procurement**

19.1 When undertaking a joint procurement arrangement on behalf of the company SPT will ensure the other public bodies that are to be included in that arrangement are listed in the advertisement and contract documents.

19.2 The estimate of the total contract value on the notice must include the potential usage of that joint arrangement by those public bodies listed.

## **20.0 Contracting Rules based on value and type of contract being procured:**

20.1 The below provides instruction for officers on what the minimum requirements are when procuring contracts based on both the value of the contract and the type of contract being procured i.e., goods, services and works including social and specified services.

## **21.0 Direct Award or Informal Quotation: All contracts valued up to £25,000 inclusive**

- Where the estimated value or amount of a proposed contract does not exceed £25,000 then at least **one** verbal quotation should be obtained from suitable suppliers followed up by written confirmation (including email).
- A quotation should be sought from a Doncaster business. Whilst there is, only a requirement for one quotation the authorised officer must consider whether additional quotations are in the company's best interest.
- An internal Contract Award Notice must be completed for all contracts above £5,000 and submitted to SPT to meet the requirements of the regulations and transparency agenda.

**All contracts awarded over £25,000 must have an award notice published on the Central Digital Platform.**

## 22.0 Formal Quotation: Contracts valued £25,000 to £214,904 inc. VAT (£179,087 exc. VAT)

- Where the estimated value or amount of a proposed contract is over **£25,000** but does not exceed **£214,904 inc. VAT (£179,087 exc. VAT)** at least **three** written quotations from suitable suppliers. Wherever possible the quotations should be sought from at least **one** Doncaster business.
- All quotations above £25,000 **should** be conducted through the YorTender portal.
- A decision on how to conduct the quotation should be based on the contracting risk. Further guidance and documentation will be provided by SPT.
- A written record of all the quotations and procedures followed must be kept by the service area and made available upon request by SPT.
- An internal Contract Award Notice **must** be completed for all contracts above **£5,000** and submitted to SPT to meet the requirements of the regulations and transparency agenda.
- Social value must form part of the evaluation criteria for all procurements above £100,000 and must be a minimum of 10% of the evaluation score.

## 23.0 Formal Tender: Light Touch Services Contracts (specific social, health, education and other public services as defined in Section 9 PA2023. Schedule 1 Procurement Regulations 2024) valued between £214,904 inc. VAT (£179,087 exc. VAT) to £663,540 inc. VAT (£552,950 exc. VAT) or;

**Works Contracts** (as defined in Schedule 3 Procurement Regulations 2024) £214,904 inc. VAT (£179,087 exc. VAT) to £5,372,609 inc. VAT (£4,477,174 exc. VAT)

- Where the estimated value or amount of a proposed contract is between **£214,904 inc. VAT (£179,087 exc. VAT) to £663,540 inc. VAT (£552,950 exc. VAT)** for contracts under the Light Touch Regime **or £214,904 inc. VAT (£179,087 exc. VAT) to £5,372,609 inc. VAT (£4,477,174 exc. VAT)** for works these are required to be tendered via YorTender (or other approved tendering portal).
- Tenders can be either open or restricted at this level. If tenders are restricted, then a minimum of **three** tenders must be sought and wherever possible one tender sought from a Doncaster Business.
- There is no minimum time limit for contract opportunities to be advertised but sufficient (but not disproportionate) time limits must be applied to allow ample time for tender submissions.

- Tenders at this level **must not** include a pre-qualification or selection stage, or any stage in the process where the authority can assess the suitability of a tenderer to reduce the number of tenderers who will proceed to a later stage of the process.
- Where there is a need to determine whether a supplier meets any prescribed minimum requirements in terms of its financial standing or other relevant matter as part of the evaluation process, this must be done through due diligence with the top scoring tenderer only.
- All tenders **must** be conducted through the e-Tender portal.
- Social Value must form part of the evaluation criteria for all procurements above **£100,000** and have a **minimum** weighting of **10%**.

**24.0 Public Procurement Tender: All contracts valued over £214,904 inc. VAT (£179,087 exc. VAT) for Goods and Services £663,540 inc. VAT (£552,950 exc. VAT) for Contracts under Light Touch Services £5,372,609 inc. VAT (£4,477,174 exc. VAT) for Works**

Where the value of the proposed contract exceeds the public procurement threshold, tenders must be conducted in accordance with the Procurement Act 2023.

- SPT **must** be engaged when conducted a public procurement tender.
- Social Value must form part of the evaluation criteria for all procurements above **£100,000** and have a **minimum** weighting of **10%**.
- An internal Contract Award Notice must be completed for all contracts above **£5,000** and submitted to SPT to meet the requirements of the Local Government Transparency Code.

**25.0 Trial Purchases**

- 25.1 A member of the Executive Management Team may approve the trial of supplies, services or works up to a value of £100,000, to ascertain if the supply is of interest to the company, without competition. This approval will be via the CSO Waiver Report Form.
- 25.2 Where an exemption to competition in CSO's 14.0 does not apply, a full competition, compliant with the CSO's must be conducted following the trial if the member of the Executive Management Team wishes to continue with the type of supply.
- 25.3 Arrangements must be made to ensure the suppliers involved in the trial has not obtained any advantage through that involvement when compared to alternative suppliers of a similar supply.

## 26.0 Supplier Due Diligence

- 26.1 Suitable due diligence should be conducted when contracting with suppliers. The due diligence request from the provider must be proportionate to the contract value and risk.
- 26.2 Due diligence on above threshold procurements (covered) must be conducted in accordance with the PA2023. The debarment list must be checked on above threshold procurements and must exclude (or have discretion to exclude) providers on the debarment list. This must be conducted by SPT.
- 26.3 A member of EMT must give approval for any notification to the Minister of the Crown, under Section 59 (Notification of exclusion of provider) of the PA2023.

## 27.0 Conflict of Interest

- 27.1 A conflict of interest arises in a procurement context where there is a conflict between the interests of the person acting in relation to a procurement and those of the procurement itself.
- 27.2 A conflict of interest can be categorised as follows:
- An '**actual conflict of interest**' exists where there is a conflict of interest **now**.
  - A '**potential conflict of interest**' exists where a conflict of interest will arise in **future** if certain circumstances occur.
  - A '**perceived conflict of interest**' exists where there are circumstances which the Contracting Authority considers likely to **cause a reasonable person to wrongly believe there to be a conflict or potential conflict of interest**.
- 27.3 Conflict of interest need to be managed effectively to ensure that the public can trust contracting authorities to carry out public procurement responsibly and impartially. It also helps to encourage suppliers to participate in procurements, providing confidence that they will be treated fairly and that there will be genuine competition. When conflicts of interest are not identified and effectively mitigated, there can be far-reaching consequences. It can lead to accusations of fraud, bribery and corruption, legal challenges and the undermining of public confidence in the integrity of public institutions.
- 27.4 Any member of staff or other person acting on the Company's behalf must declare any potential **Conflict of Interest** as soon as they become aware of it. This must be declared to SPT via a Conflict-of-Interest Form and a decision to allow continued involvement approved with mitigations if necessary or declined by the Head of Procurement and recorded on the contract file.
- 27.5 Above threshold procurements (covered procurements) conflict of interests must be managed in accordance with the Procurement Act 2023. A Conflicts Assessment must be prepared, reviewed and revised throughout the period of the contract and this must be confirmed publicly.

## **28.0 Submission, Receipt, Opening and Registration of Tenders/Quotes**

- 28.1 Requests for quotations and tenders over £25,000 should be transmitted and received by electronic means using the company's YorTender system or equivalent. This will:
- (a) Evidence and record successful transmissions; and
  - (b) Securely store bids to ensure that they are not opened until the deadline for receipt has passed.
  - (c) An audit trail that underpins the principles of the CSOs i.e., equal treatment, fairness and transparency.
- 28.2 The design of the tender/quotation documents must be such that price documentation cannot be changed or substituted following submission of the tender/quotation.
- 28.3 No submissions received after the specified date and time for their receipt can be considered by the company unless approved by the Head of Procurement, a record of this decision must be held.
- 28.4 All tender/quotation documents must be retained in line with the provisions set out at by the company's document retention policy.

## **29.0 Evaluation of Tenders and Quotations**

- 29.1 The evaluation criteria shall be predetermined and listed in the invitation to tender/quotation documentation in order of importance giving the relative weighting wherever possible. Marking methodologies should also be provided to tenderers so they understand how their tender will be evaluated. Sub-criteria should also be listed. In addition, the criteria shall be strictly observed (and remain unchanged) at all times throughout the award procedure.
- 29.2 Where a Tender is non-compliant for example because it does not meet the company's specification or other key requirements it will not be eligible for acceptance and should not be marked. The tenderer should be informed that their tender is non-compliant.
- 29.3 All contracts, except contracts where lowest price was predetermined to be the only criteria, must be awarded on the basis of the offer which represents most advantageous tender (MAT) for the company as determined by the award criteria.
- 29.4 Procurements should only be abandoned and re-tendered for proper justifiable reasons. It would be a breach of the regulations if a tender process were abandoned on the grounds that a particular tenderer was not the successful tenderer, and such action would leave the company open to legal challenge.

## **30.0 Errors in Tenders/Quotations**

- 30.1 Errors in tenders/quotations must be dealt with either by asking the tenderer to confirm that they will accept the contract documentation as issued or if not withdraw the tender/quotation from the procurement process. Where a tenderer has made a genuine error, they may be given an opportunity to correct that error

through a defined process. Other than where a procurement exercise is, being carried out under the Competitive Dialogue or Negotiated Procedure, where fine-tuning and clarification are permitted, no other adjustment, revision or qualification is permitted.

- 30.2 Tender/quotation documents must state how errors in tenders/quotations will be dealt with.
- 30.3 Suppliers making errors regularly should be warned appropriately.
- 30.4 Where a tender is received, which appears to contain an abnormally low price or costs and the tender would otherwise be the winning bid, prior to acceptance the tenderer must be asked to explain the reasons for the abnormally low sum. The explanation should be considered carefully to establish whether there are grounds to require or justify discretionary rejection of the tender. Advice should be taken from SPT.

### **31.0 Contract Award**

- 31.1 A contract shall only be awarded based on the specified tender evaluation criteria.
- 31.2 Where a tender is evaluated on price only the contract must be awarded to the tenderer submitting the lowest price.
- 31.3 Where the quotation/tender proposed for acceptance exceeds the estimated budget by more than 10% it shall not be accepted unless a member of the Executive Management Team has received written advice from:
  - An authorised officer, explaining why the tender exceeds the budget; and
  - The Head of Financial Services has confirmed that adequate budgetary provision exists to cover the funding of the additional cost.
- 31.4 Where the scope of the original contract is to be reduced in order to fit within budgetary provision the company will at least be required to re-enter negotiations with all suppliers who have submitted a quotation/tender. Advice should be sought from SPT as to whether the exercise should be recommenced.

### **32.0 Contract Award Notice**

- 32.1 All contract awards above **£5,000** need to be notified to SPT and will be recorded on the appropriate register and portals to ensure the company is able to comply with the transparency code and applicable regulations.
- 32.2 Contracts above the Public Procurement Thresholds shall be executed under hand, unless the member of the Executive Management Team approves other arrangements, where the contract will be executed under seal for example in relation to works contracts.



### 33.0 Contract Terms and Conditions

33.1 Contracts should be entered into on the company's terms and conditions, which shall also be included with each purchase order, request for quotation or ITT. Where this is not possible either:

- because the company's terms and conditions are not suitable
- a supplier has been asked to submit their terms and conditions,
- where there are material changes to the company's terms and conditions;

They must be formally approved by the Commercial Team (or nominated deputy) prior to contract award.

### 34.0 Contract Variations and Extensions

#### Variations

34.1 Contract variations must be carried out within the scope of the original contract.

34.2 Contract variations are permissible on below threshold procurements unless the value will breach the public procurement thresholds. If there is a potential breach of the threshold (convertible contract), then this must be considered as a material variation and a CSO Variation Form approved by a member of the Executive Management Team.

34.3 Contract variations that materially affect or change the scope of an above threshold (covered) contract including the value are **not** allowed unless approved by the Monitoring Officer (or nominated deputy) via a CPR Report Form. A material variation may be defined under the following circumstances or in accordance with Section 74 PA2023, this list is not exhaustive:

- The variation introduces conditions which, had they been part of the initial procurement exercise, would have allowed for the admission of other tenderers than those initially selected or for the acceptance of an offer other than that originally accepted or would have attracted additional participants in the procurement procedure;
- The variation increases the value of the contract or the framework agreement substantially in favour of the provider in a manner which was not provided for in the initial contract or framework agreement;
- The variation extends the scope of the contract or framework agreement considerably.

34.4 If a material change (variation) is approved and it is subject to Section 74 of the PA2023, then notices must be published in accordance with the Procurement Act 2023.

34.5 All contract variations must be in writing and signed by both the Council and the provider except where different provisions are made within the contract documentation.

- 34.6 If the variation relates to a contract that has previously been waived, then a new CSO Waiver should be approved by a member of the Executive Management Team.

## **Extensions**

- 34.7 The term of any contract may only be extended where all the following criteria have been met:
- provision for an extension of the term is evidenced by the original contract (and the original tender/quotation); and
  - where the budget provision and the extension are in line with the Financial Regulations; and
  - where the contract still delivers Value for Money
  - In the case of ICT related expenditure has had the appropriate approvals
- 34.8 Only the Head of Procurement may approve an extension to the term of a contract outside the rules, after consulting with the Executive Management Team and a written decision record kept.

## **35.0 Termination of Contracts**

- 35.1 Provision for the termination of a contract must be included within the terms and conditions of the contract. Only the Executive Management Team has the authority to agree early Termination of a Contract.
- 35.2 The Head of Procurement must be consulted where there are serious concerns over the performance of a contract.
- 35.3 An Exit Plan, which can cover one or more contracts, must be prepared for every contract well in advance of contract expiry. It is recommended that this should be put in place at least 6 months in advance to allow for the approvals, pre-planning process, and any re-procurement.
- 35.4 In accordance with Section 80(3) of the PA2023, all above threshold (covered) contracts awarded must have a 'Contract Termination Notice' published when the following occurs:
- (a) Discharge: including for example, where contract obligations / deliverables are fulfilled, payments made and any disputes settled, by mutual agreement or contract frustration;
  - (b) Expiry: where the contract has reached its end date (which may include periods of extension);
  - (c) Termination by a party: where one party exercises a contractual or implied right to terminate the contract;
  - (d) Rescission: Where the contract ends, and the parties restored to the position they were in before the contract was entered into; or
  - (e) Set aside by court order: where the contract is declared to be invalid by legal judgement.

## **36.0 Procurement by External Agents**

- 36.1 Any consultants used by the company must be appointed in accordance with these CSOs. Where the company uses consultants to act on its behalf in relation to any procurement, then the Executive Management Team shall ensure that the consultants carry out any procurement in accordance with these CSOs.
- 36.2 No consultant shall make any decision on whether to award a contract or to whom.
- 36.3 The Executive Management Team shall ensure that the consultant's performance in relation to procurement is in accordance with these CSOs.
- 36.4 Where the company uses consultants to act on its behalf in relation to any procurement the consultant must declare any conflict of interest in accordance with section 29.0 of the CSOs prior to commencing work on any tender.

## **37.0 Contingent Labour Contracts**

- 37.1 Contingent labour contracts include agency workers and consultants. These types of contracts should be managed in accordance with the provisions detailed below.
- 37.2 The corporate contract for contingent labour, managed by the Human Resources Department, must be used for all agency workers. Where unsuccessful attempts have been made to engage an agency worker via the corporate contract, then approval must be sought from the Head of Human Resources to use an alternative supplier which must be procured in accordance with the CSOs.
- 37.3 Where a worker is not engaged as an agency worker via the corporate contract, they are deemed a consultant and should be procured in accordance with the CSOs.

## **38.0 ICT Related Contracts**

- 38.1 Any technology requirement, including hardware, software and consumables, must be procured or agreed by the ICT Department.
- 38.2 Any requirement for new or replacement technology or major upgrade/enhancement to existing technology, or contract changes, must be considered and approved by CDC's Technology Governance Board. The Head of ICT and Business Transformation or nominated officer must be involved in all procurement activities for SLHD systems and specific advice taken into account in the contract award decision.

## **39.0 Off Payroll Working Regulations (IR35)**

- 39.1 Off-payroll working applies to all types of contracts where an individual (worker) provides their services through an intermediary. The company is responsible for determining if IR35 applies or not and, where incorrectly determined, any unpaid tax can be claimed for against the company. The

check employment status assessment tool must be completed on every worker for the role required and not the supplier or the worker.

39.2 Before an individual is employed through, an intermediate partnership or company, there must be consideration on whether IR35 applies to the contract. This will involve reviewing the relationship between the supplier and the company and then either reviewing any formal declaration from HMRC or assessing through the HMRC CEST (Checking Employment Status Tool) to ensure the company adheres to the obligations under IR35.

#### **40.0 Tenants or Tenant Board Members Involvement and Section 20 Consultation**

40.1 Where appropriate, the company will consider tenants or tenant board members in the tender evaluation process. The relevant member of the Senior Management Team is responsible for ensuring consultation has taken place with tenants or tenant board members and decide whether their involvement is required or not.

40.2 Consideration must be made on whether Section 20 applies to the proposed contract and the necessary consultation take place.

#### **41.0 Record and Document Retention Control**

41.1 SPT will maintain a Contracts Register of all contracts awarded.

41.2 All contracts awarded above £5,000 must be notified to SPT.

41.3 A Contracts Register of all Contracts awarded with an aggregated value above **£5,000** shall be maintained by the SPT.

41.4 All quotations, tenders, submissions and contract documentation must be retained and disposed of in accordance with the company's Retention Schedule.

41.5 For every individual Contract above **£25,000** the Officer should make available to SPT the following documentation, as a minimum:

- Quotations or Tender Submissions - if applicable
- A copy of the contract documents
- Key Performance Indicators at least annually (for contracts above £5m as per the PA2023)

#### **42.0 General Data Protection Regulation (GDPR)**

42.1 Where any supplier is given possession of or access to any personal data, the Director must comply with the company's Data Protection obligations. The Director must follow SLHD's Information Security and Data Protection Policies, in particular regarding contracting with data processors and sharing data and carry out a Data Protection Impact Assessment (DPIA) in consultation with the Information Governance Team (IG). Early engagement with IG is recommended.

### **43.0 Purchase Cards**

- 43.1 The company uses purchasing cards in order to reduce transaction costs for low value purchases by reducing time spent on processing of orders and invoices.
- 43.2 Purchase cards must not be used as a way of bypassing the CSOs. However, in some circumstances, where a contract exists and the supplier allows, a purchase card can be used as a payment method, where this offers better value for money or is specified in the contract.

### **44.0 Cost Control**

- 44.1 The Director of Corporate Services shall ensure that suitable procedures are laid down and followed for the effective cost control of all contracts. Such procedures shall involve a continuous monitoring of the cost being incurred on each contract with the objective of ensuring that the project is completed within the authorised cost and that any unavoidable extra costs are identified quickly so that appropriate actions can be taken.

### **45.0 Contract Claims and Disputes**

- 45.1 To safeguard the company's right to deduct Liquidated Damages, if the contract is over-running the Authorised Officer must certify in writing that the supplier ought to reasonably to have completed the works within the contract period. Such a certification must be in accordance with the contract conditions and be issued prior to the issue of the final certificate for payment.
- 45.2 Any events that may lead to claims for extension of time must immediately be brought to the attention of the Commercial Manager.
- 45.3 Claims for extension of time must be assessed promptly and any extension award made in accordance with the conditions of contract.
- 45.4 If the works are not complete, the Authorised Officer must issue a certificate of non-completion in accordance with any relevant Contract conditions immediately after the expiry of the (extended) date for completion. It is the ultimate responsibility of the Commercial Team to arrange for the deduction of Liquidated Damages.
- 45.5 If the supplier subsequently brings forward fresh evidence of delay, the Authorised Officer may award a further extension but must then also issue a revised certificate stating the revised date in accordance with any relevant Contract conditions.
- 45.6 Before the final certificate is issued, the Authorised Officer shall check that any necessary certificate has been issued in accordance with the relevant contractual conditions.
- 45.7 The Executive Management Team must be kept informed at all times of all contractual claims whether by or against the company.

45.8 It is critical that documentary evidence is kept relating to all aspects and stages of a claim and these should be kept by the Commercial Team.

#### **46.0 Review and Amendment of the Contract Standing Orders**

46.1 EMT are authorised to make technical amendments from time to time to ensure these procedures are consistent with legal requirements, changes in company structures and personnel and best practice.

## GLOSSARY OF TERMS (including general procurement terms)

**Abnormally Low Tender** – an offer via a tender process that is less than the estimated value by a margin that requires explanation.

**Aggregation** – Where similar or same purchases made separately over a period of time (and often from multiple suppliers) are combined into one contract requirement.

**Assignment** – The transfer of rights from one supplier to another based on the same contract.

**Audit Trail** – System or paper generated evidence showing how decisions and procedures were carried out.

**Authorised Officer** – a person appointed by the Executive Management Team who is responsible for a service area.

**Award** – The allocation of a contract to a successful bidder/contractor/supplier.

**Award Stage** – Final stage of the quotation or tendering process, with notification of the successful supplier and the signing of the contract.

**Bid** – A submitted tender/quote.

**Breach** – Where a contract or purchase is made that is not compliant with the CPRs.

**Bidder** – a supplier who submits and offer via a quotation/tender process.

**Central Digital Platform (CDP)** – A government system where all UK contracting authorities publish information relating to procurement. It is also where identifiers are recorded and/or issued and for suppliers to input their commonly used information.

**Challenge** – an official notification sent from an unsuccessful supplier after a tender process.

**Collaboration** – Process by which two or more ‘organisations’ (local authorities, other public sector bodies) work together to obtain a joint solution for a shared requirement. Used to capitalise on the advantages of Aggregation of Demand, such as economies of scale or stronger positioning in the Marketplace.

**Collusion** – illegal process of agreeing to unfair activities in a procurement process, such as price fixing.

**Commissioning** – the strategic activity of assessing need and using resources (both budgets and services) to meet those needs, with procurement forming part of commissioning for the sourcing and setting up contracts to provide services.

**Company** - refers to St Leger Homes of Doncaster Limited, registered Company number 05564649.

**Company Secretary** - means an Executive Director designated by the Board in accordance with the Companies Act 1985 (and as subsequently amended), or a senior member of the management team to whom duties are delegated in accordance with the Company’s Scheme of Delegation.

**Concession Contract** – An agreement between two parties where income is derived from the asset or ability to deliver services in the issuing of rights by one party to the other.

**Conflict of Interest** - Where there is a conflict between the interests of the person acting in relation to a procurement or contract management. **Contingencies** – future events or circumstances that may occur.

**Concessions Regulations 2016** – rules on how concessions contracts above a certain threshold can be let post 2016.

**Contract** – Legally binding document that sets out the terms and conditions of the delivery of the works, services or supplies, including performance measures.

**Contract Award Notice** – Notice of the award of a contract above £5k. If a contract is above £30k (inc. VAT) and public procurement thresholds additional contract notices will be generated by the submission of this notice.

**Contract Management** – Activities after a contract has been let to ensure the contract is delivered in accordance with the contract terms and conditions and any other specifics as detailed in the procurement exercise.

**Contract administration** – handles the formal governance of the contract and changes to the contract documentation.

**Contracts Finder** - Government portal for advertising opportunities and awards of contracts valued above £25,000 as required by the Public Procurement Regulations 2015 (PCR2015).

**Contracts Register** – A register of Companywide Contracts centrally held by SPT and the Contract and Compliance Team.

**Contract Award Notice** – Notice of the award of a contract published in the Find a Tender Service (FTS) as required by UK legislation.

**Contract Standing Orders** – A policy which sets out the rules that must be followed when undertaking procurement and contracting processes.

**Companywide Contracts** – contracts let on behalf of the Company to meet the requirements of supplies, services or works that are common or shared across the Company.

**Council** - refers to City of Doncaster Council.

**Covered Procurements** – Contracts where the value exceeds the public procurement thresholds and must be procured in accordance with the Procurement Act 2023.

**Criteria** – set of specific requirements that a quote or tender will be marked against.

**Director** – The person responsible for the proper compliance with these procedures. Except as indicated otherwise, a Director may delegate authority to other persons to deliver their responsibilities.

**Disaggregation** – Splitting a requirement for similar works, goods or services into a number of smaller contracts to avoid having to undertake a full competitive tender exercise for contracts exceeding the UK Thresholds. This practice is a breach of UK legislation.

**Dispute** - Disagreement between the Company and supplier that may result in Court action.

**Doncaster Business** – A company or other organisation, which has an office or premises within the City of Doncaster Council area.

**Due Diligence** – checks conducted on provider(s) to ensure their eligibility and suitability to deliver a contract for SLHD.

**EMT** - means the team of Executive Directors forming (from time to time) the Executive Management Team.

E-Tender System – Software system to manage a quotation/tender process.

**Evaluation** – Detailed assessment and comparisons of bid Submissions verifying how suppliers will meet the requirements of the contract, measured against quality and price criteria.

**Evaluation Panel** – Group brought together with the specific aim of assessing submitted tenders against pre-set criteria, to make final recommendations on the award of contract.

**Exceptions** – Permits the undertaking of a procurement action within a specific area without the need for a competitive tender exercise.

**Execute** – the completion of contract documentation, including the signing, and sealing where required, of the formal contract.

**Executive Director** - means an employee of the Company holding a post designated as an Executive Director.

**Exemption** – excluding a procurement activity from one or more of the CSO's.

**Framework Agreement** – Used where specific works, services or goods will be needed on a number of occasions over a known duration, but the exact requirement is not



known. Can be with a single supplier or multiple providers (sometimes referred to as a 'call-off' contract). Once set up, there is no need to go to the open market as competition is held between those providers on the framework. Frameworks can be reopened periodically to allow for new participants, if allowed for in the procurement methodology.

**GDPR** – The General Data Protection Regulations and Data Protection Act.

**Grant Funding** – Funding derived from external sources that may be dependent upon the fulfilment of certain criteria throughout the procurement and/or Contract Management process.

**Health Care Services (Provider Selection Regime) Regulations 2023** – Legislation that must be adhered to when procuring Health Care Services Contracts, or in the situation of a mixed contract where services or goods are being procured in addition to the health care services meets the provisions set out in the regulations on mixed contracts.

**ICT** – Information, Communication and Technology

**IHS** – In-House Service Provider is an identified internal service offered by the Company.

**Income Generating Contracts** – Contracts through which the company may derive a one-off or regular income.

**Invitation to Tender** – documentation enabling suppliers to make an offer of supply based on a specification, indicating the requirements of the company.

**IR35 (Off-payroll working)** – Legislation related to off-payroll working governing the process and limitations for employing individuals through intermediary companies.

**Joint Procurement** – Where other public bodies are included within a procurement exercise.

**Leadership Team** – Directors and Heads of Services of the company.

**Letter of Intent** – A written statement indicating the company's willingness to enter into a formal contract.

**Light Touch Services (LTS)** - A specific set of rules for certain social, health and education services, defined by Common Procurement Vocabulary (CPV) codes. The list of services is set out in Regulation 42, Schedule 1 of the Public Regulations 2024.

**Liquidated Damages** – Compensation awarded by a court judgement or a contract stipulation regarding the breach of a contract.

**Management Agreement** - means the Management Agreement between the Council (1) and the Company (2) relating (inter alia) to the management of housing stock owned by the Council.

**Marketplace** – Wording used to describe a commercial activity or a group of potential suppliers possibly able to meet requirements.

**Member** - means a duly appointed member of the Board of the company.

**Negotiation** – Process by which a contract proposal is reached through discussion and agreement between the prospective supplier and the Company.

**Non-Commercial Consideration** – Non-financial concerns such as social and environmental factors.

**Novation** – Substitution of a supplier with a new supplier, or of a contract with a new contract.

**Open Procedure** – Tender process open to any supplier who wishes to bid.

**PAS91** – A pre-qualification questionnaire for construction (works) related contracts.

**Prior Information Notices (PIN)** – A notice published in the Find a Tender Service to notify suppliers on upcoming contract opportunities and to stimulate interest.

**Pre-Procurement Procedure** – Actions where Officers complete certain actions to inform the contract to be let and the methodologies to obtain the best outcomes for the Company and tenants, this could include engagement with providers, customers and professional bodies.

**Public Procurement Law** – applicable UK law including the Public Contracts Regulations 2015 or the Procurement Act 2023 (Public Contract Regulations 2024), detailing rules and regulations that must be complied with for all public sector procurement processes.

**Public Procurement Thresholds** – total contracts value amounts that differ depending on the type of contract and where the regulations must be strictly adhered.

**Qualified Tender** – Where tenderers submit a bid, which has been amended to the tenderers' requirements, such as, inserting their own terms and conditions.

**Quotation** – Written or verbal price given by a supplier on request either formally or informally.

**Relationship management** – keeps the relationship between the two parties open and constructive, aiming to resolve or ease tensions and identify problems early.

**Service delivery management** – ensures that the service is delivered as agreed to the required levels of performance and quality.

**SLA** - means Service Level Agreement.

**Social Value** – the economic, environmental and social issues considered in procurement.

**Specification** – Detailed description of what is required, including monitoring procedures.

**Stakeholder** – Individual or organisation with an active interest in the impact or effect of the company's procurement activities.

**Sub-Contracting** – Engagement of another supplier by the main supplier.

**Submission** – The bid or tender submitted by a supplier in response to an invitation to quote or tender.

**Supplier** – an organisation who supplies, services or works and are external to the company.

**Tender** – Written response to an Invitation to tender that contains a proposal evaluated against set criteria.

**Tenderer** – Prospective supplier who submitted a bid in response to an Invitation to Tender or quote.

**Tender Documents** – Set of documents provided to prospective tenderers that forms the basis on which Tenders will be submitted. Includes, as a minimum, instructions to Tenderers, contract terms and conditions, Specification, evaluation criteria, pricing schedule, form of tender and anti-Collusion statement.

**Testing the Market** – Formal procurement process to establish whether there are suppliers able and interested in providing quotes or bidding.

**Termination** – Cancellation of all or most of a contract.

**Technology Governance Board (TGB)** – A board that all technology related contracts must be approved by which is chaired by the Service Director for Finance and Technology, CDC.

**Thresholds** – Financial boundaries (based on the Whole Life Value of a proposed contract) which determine the procurement action, for example whether a competitive tender is required, or whether an UK competitive action is required.

**TUPE (Transfer of Undertakings (Protection of Employment) Regulations 2006)** - Preserves the continuity of employment and safeguards employment rights of all employees transferring to a new employer i.e. where there is a change of contract provider or where current company staff are being transferred to another service provider.

**UK Procurement Directives (UK Legislation)** – Procurement Law Public Contract Regulations 2015, detailing rules that must be complied with by public bodies.

**Value for Money (VfM)** – ensuring the needs of the company are met whilst achieving the required balance of quality and price.

**Variation -**

A variation is a change to the agreement of both parties to perform part of the contract differently to the way that was originally agreed, this can relate to the specification or costs. These can be referred to as Deeds of Variation, Variation Orders, Compensation Events or Contract Change Notices and are contractually binding on both parties.

**Under Seal** – A contract executed as a deed. This gives additional protections to the Company.

**Waiver** – Approval obtained prior to procurement activity, by a member of the Executive Management Team, permitting an exception to the CSOs.

**Whole Life Value** – All costs incurred in the lifespan of the contract, including disposal.

**YORtender** – Supplier, contract, management, system (YORtender) is an electronic e-tendering system.

**Appendix B - Procurement Decision Table and Requirements per Contract Value Threshold**

Total Contract Value (£)		Type of Contract	Procurement Process	Procurement Route Options	Min. No. Providers required to bid	Advertising Requirements Contract Opportunity	Advertising Contract Award	Restricted market testing permitted	Involve Procurement	Reg 84 Report	Internal Contract Award Notice
From	To										
£0	No MAX	Healthcare Services (see PSR CPV Codes)	1st - IHS (In-house Supplier) 2nd - Corporate Contract or Framework Agreement 3rd – Direct Award Process, Most Suitable Provider Process or Competitive Process (in accordance with contract value minimum requirements)	Direct Award Process A, B or C Most Suitable Provider Process Competitive Process		NO	YES	NO	YES	NO	YES (above £5k)
£0	£25,000	ALL	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Direct Award or Informal Quotation (Doncaster company preferable ensuring best value)	Direct Award or Informal Quotation	1	NO	NO	YES	NO	NO	YES (above £5k)
<b>Any contract over £25,000 must be procured via the E Tender System</b>											
£25,000	£214,904 inc. VAT (£179,087 exc. VAT)	Goods Services Works Social & Other Specified Services (Light Touch Services)	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Third Party Framework Agreement or Procurement Exercise (ITQ or RFQ)	Third Party Framework  Open Quotation: (RFQ) Low Risk Contract or (ITQ) High Risk Contract  Restricted Formal Quotation: (RFQ) Low Risk Contract or (ITQ) High Risk Contract		NO  E Tender System Contracts Finder (open quotation only)	Central Digital Platform  Central Digital Platform	YES	YES	NO	YES
£214,904 inc. VAT (£179,087 exc. VAT)	£663,540 inc. VAT (£552,950 exc. VAT)	Social & Other Specified Services (Light Touch Services)	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Third Party Framework Agreement or Invitation to Tender (ITT) (at least one from a Doncaster company)	Third Party Framework  Open or Restricted Invitation to Tender (ITT)		NO  E Tender System Central Digital Platform(open tender only)	Central Digital Platform  Central Digital Platform	YES	YES	NO	YES
£214,904 inc. VAT (£179,087 exc. VAT)	£5,372,609 inc. VAT (£4,477,174 exc. VAT)	Works	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Third Party Framework Agreement or Invitation to Tender (ITT) (at least one from a Doncaster company)	Third Party Framework  Open or Restricted Invitation to Tender (ITT)		NO  E Tender System Central Digital Platform(open tender only)	Central Digital Platform  Central Digital Platform	YES (Framework Providers)  NO	YES	YES	YES
£663,540 inc. VAT (£552,950 exc. VAT)	+	Social & Other Specified Services (Light Touch Services)	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Third Party Framework Agreement or Invitation to Tender (ITT)	Third Party Framework  Public Procurement Tender		NO  E Tender System Central Digital Platform	Central Digital Platform  Central Digital Platform	YES (Framework Providers)  NO	YES	YES	YES
£214,904 inc. VAT (£179,087 exc. VAT)	+	Goods Services	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Third Party Framework Agreement or Invitation to Tender (ITT)	Third Party Framework  Public Procurement Tender		NO  E Tender System Central Digital Platform	Central Digital Platform  Central Digital Platform	YES (Framework Providers)  NO	YES	YES	YES
£5,372,609 inc. VAT (£4,477,174 exc. VAT)	+	Works	1st - IHS (In-house Provider) 2nd - Corporate Contract or Framework Agreement 3rd – Third Party Framework Agreement or Invitation to Tender (ITT)	Third Party Framework  Public Procurement Tender		NO  E Tender System Central Digital Platform	Central Digital Platform  Central Digital Platform	YES (Framework Providers)  NO	YES	YES	YES

# **ST LEGER HOMES OF DONCASTER LTD**

Company limited by guarantee registered in England.  
Company Number 05564649

## **BOARD Meeting REPORT**

- Date** : 3 April 2025
- Item** : 07
- Subject** : Anti-Social Behaviour Policy
- Presented by** : Jane Davies, Director of Housing and Customer Services
- Prepared by** : Jayne Hurley, Head of Housing Management
- Purpose** : To set out the new Policy and gain Board approval so the Policy can be implemented with immediate effect.
- Recommendation:** That Board approve the new policy.

Company Number 05564649  
A Company Limited by Guarantee  
Registered in England

**To the Chair and members of  
ST LEGER HOMES OF DONCASTER BOARD**

**Agenda Item No. 07  
Date: 3 April 2025**

**1. Report Title**

1.1 Anti-Social Behaviour Policy

**2. Executive Summary**

2.1 This report proposes a new Anti-Social Behaviour Policy which sets out how St Leger Homes (SLHD) of Doncaster will deal with reports of anti-social behaviour (ASB) and the action we may take against those causing it. The new Policy can be found at appendix A.

2.2 This new ASB Policy is a stand-alone policy replacing our previous approach to ASB which was formerly part of our overarching Housing Management Policy. This was a recommendation, to separate, ASB from the overarching Housing Management Policy, made to us by Savills during a recent Mock Inspection of SLHD. The amended Housing Management Policy will be brought back to Board with the ASB element removed and updated changes arising from the Tenancy Strategy which goes to Cabinet during August 2025.

2.3 This new policy will enable SLHD to carry out more robust, effective, and inclusive housing management services when dealing with cases of anti-social behaviour (ASB) with the introduction of Vulnerability Risk Assessments, Contract Contracts with complainants and increased use of tools and powers, in collaboration with partners under the Thrive model.

**3. Purpose**

3.1 To set out the new policy and gain Board approval so the policy can be implemented with immediate effect.

**4. Recommendation**

4.1 That the Board approve the new Anti-Social Behaviour Policy.

**5. Background**

5.1 Anti-social behaviour (ASB) continues to be a major challenge for social housing providers, disrupting communities, and affecting residents' quality of life. With recent legislative changes, housing providers are now facing new expectations and accountability in how they manage ASB cases. From increased transparency to stronger enforcement and enhanced support for victims, these changes are reshaping the way ASB must be handled.

5.2 As part of the development of this new policy, formal customer complaints within the past 12 months have been carefully analysed, revealing key themes that have significantly informed and shaped the policy. These themes include a lack of support for tenants experiencing anti-social behaviour (ASB), insufficient updates provided by SLHD on the progress of cases, dissatisfaction with how cases have been handled, and inadequate communication from investigating officers. Other recurring issues identified include ASB cases being closed without consultation with the tenants involved, a lack of action taken against perpetrators of ASB, and general dissatisfaction with case outcomes. By addressing these themes, the policy aims to improve service delivery and better meet the needs of our customers.

## **6. Our approach to tackling ASB**

6.1 The new ASB Policy sets out how we will deliver our responsibilities when dealing with ASB cases, it defines ASB, the legal framework we will operate within, how we will maintain proportionality considerations when dealing with cases of ASB, how we will prioritise cases and how we will support complainants and victims.

6.2 A key element of the new policy is the introduction of vulnerability risk assessments which will enable us to assess the severity and impact of ASB on victims and where appropriate, alleged perpetrators. At the point of receiving the ASB report, this will help us to identify support needs, prioritise cases, develop written action plans with complainants and victims and outline any actions they may need to take and any actions SLHD intends to take. This will ensure clarity on responsibilities for both parties. It should also enable us to resolve cases in a much more timely manner and utilise prevention and early intervention measures where appropriate.

6.3 We will also ensure each individual risk assessment is kept under continuous review to ensure the actions we are taking are proportionate to the impact, frequency, and severity of the ASB.

6.4 We will as part of this policy record and monitor incidents of ASB to identify repeat incidents and hot spot areas in communities suffering from effects of ASB where further interventions may be required. To achieve this, we will continue to work as part of the borough wide Thrive Partnership Model.

6.5 We also acknowledge the Crime and Disorder Bill 2025, which aims to tackle serious violence, antisocial behaviour, and crimes against vulnerable individuals. New key measures in maintaining safe and harmonious communities will be introduced which will include:

- **Respect Orders:** Housing providers will be able to apply for these new civil behavioural orders to address persistent antisocial behaviour (ASB) by adult offenders. These orders can include prohibitions and

positive requirements to prevent further ASB and address its root causes.

- Closure Notices: The Bill extends the power to issue closure notices to registered social housing providers, enabling the ability to act swiftly against ASB. Previously, only police and local authorities had this authority.
- Cuckooing: The Bill criminalises cuckooing, where offenders exploit vulnerable individuals by using their homes for criminal activities. Housing providers may need to collaborate with the police to address such cases.

6.6 The impact of the Crime and Disorder Bill 2025 means these measures will aim to strengthen the tools and powers available to tackle ASB. However, as and when new tools and powers are introduced we will provide updates to this policy and training for staff to ensure effective implementation.

## **7. Procurement**

7.1 There are no procurement implications contained within this new policy.

## **8. VFM Considerations**

8.1 There are no Value for Money implications within this new Policy.

## **9. Financial Implications**

9.1 There are no financial implications within this new Policy.

## **10. Legal Implications**

10.1 Legal implications of this policy are to adhere to legislation contained in the Equality Act 2010 as well as housing legislation including the most recent Social Housing Regulation Act 2024.

## **11. Risks**

11.1 There are no specific risks associated with this policy.

## **12. Health, Safety & Compliance Implication**

12.1 There are no health, safety and compliance implications associated with this policy.

## **13. IT Implications**

13.1 There are no IT implications associated with this policy.

## **14. Consultation**



- 14.1 Heads of Service, Service Managers, the Organised Crime Group (OCG) Theme Group members, ASB Theme Group and Legal Services, Corporate Resources, CDC have been consulted on this new policy and positive feedback has been received.
- 14.2 The One Voice Forum has also been consulted on the development of this policy and their feedback and views sought in relation to preventing and tackling ASB. In addition, an online survey was sent to the Get Involved Group (GIG) and the link is attached detailing the questions asked <https://forms.office.com/e/0SY0rswzE2>
- 14.3 This feedback has been positive with strong acknowledgement on the inclusion of the following within the new policy:
- A need to include definitions of what ASB is and the types of behaviour not classed as ASB.
  - Clear information about the tools and powers available to tackle ASB.
  - Being flexible to include any new ASB powers or initiatives going forward.
  - Clear information about how to report ASB and how cases will be prioritised.
  - Where support can be obtained for complainants and victims. This feedback related to having a named officer to contact, an agreed plan of the actions, regular updates from the named officer and details of agencies who can provide support.
- 14.4 Once approved, the final policy will be presented to the One Voice Forum at its meeting in April 2025 to provide feedback on the views expressed in the consultation and to demonstrate how this feedback has been used to shape the policy.

We will also discuss how any feedback not relevant for the Policy, but equally useful, will be used in other ways. These include ideas on how the community can be more involved in preventing and addressing ASB, and measures to help prevent anti-social behaviour in the community.

## **15. Diversity**

- 15.1 The Policy ensures all customers will be treated fairly, and reasonable adjustments made to tailor our services as required for customers and vulnerable customers.

The policy ensures that all hate crime is identified and reported and dealt with as high risk and dealt with using a zero tolerance and partnership approach.

## **16. Communication Requirements**

16.1 Once approved the policy will be available on our website and intranet for customers and staff to view. Procedures once developed will be made available on our intranet.

**17. Equality Analysis (new/revised Policies)**

17.1 Equality analysis has been carried out with no adverse implications.

**18. Environmental Impact**

18.1 There are no environmental impacts related to this policy

**19. Report Author, Position, Contact Details**

19.1 Jayne Hurley, Head of Housing Management, 01302 862592

**20. Background Papers**

20.1 The following reports have been used in the development of this policy:

- Housing Ombudsman spotlight report titled “Spotlight on Noise Complaints - Time to be Heard - October 2022. This is closely related to anti-social behaviour (ASB). This report, titled "Spotlight on Noise Complaints –," was released in October 2022.
- Follow up report: Housing Ombudsman “Spotlight on Noise complaints – Time to be Heard- April 2024
- Victims’ Commissioner for England and Wales report: September 2024 Anti-social behaviour: Still living a nightmare: Understanding the experiences of victims of anti-social behaviour.
- Housing Ombudsman spotlight report titled “Spotlight on: Attitudes, respect and rights- Relationship of Equals”



## ANTI-SOCIAL BEHAVIOUR POLICY

<b>POLICY TITLE:</b>	<b>Anti- Social Behaviour Policy</b>
<b>LEAD OFFICER:</b>	<b>Head of Housing Management</b>
<b>DATE APPROVED:</b>	<b>March 2025</b>
<b>APPROVED BY:</b>	SLHD Board
<b>IMPLEMENTATION DATE:</b>	April 2025
<b>DATE FOR NEXT REVIEW:</b>	April 2028
<b>ADDITIONAL GUIDANCE:</b>	
<b>ASSOCIATED CUSTOMER PUBLICATIONS:</b>	<p>Equality, Diversity and Inclusion Policy          Secure Tenancy Agreement          Corporate Plan 2024-2028          Equality and Diversity Strategy          CDC Allocations Policy          Housing Management Policy          Domestic Abuse Policy SLHD &amp; CDC          Doncaster Community Safety Strategy          CDC Safeguarding Policy</p>
<b>TEAMS AFFECTED:</b>	Safeguarding and ASB Team, Housing Management Area Teams, Tenancy Sustainability Team.
<b>THIS POLICY REPLACES WITH IMMEDIATE EFFECT:</b>	N/A- separation of ASB function from the Housing Management Policy

## DOCUMENT CONTROL

For guidance on completing this section please refer to the document version control guidance notes

### Revision History

<b>Date of this revision:</b>	New Policy – separation of ASB function from the Housing Management Policy
<b>Date of next review:</b>	April 2028
<b>Responsible Officer:</b>	Head of Housing Management

Version Number	Version Date	Author/Group commenting	Summary of Changes
01	March 2025	Head of Housing Management	<p><b>New Policy</b> Creation of a new policy which is focused on transparency, strengthening enforcement, and prioritising victim support.</p> <p>Incorporates new legislative requirements while building safer, more supportive communities.</p> <p>Includes the importance given to risk assessing, record keeping and clarity around roles/ownership.</p> <p>Addition of risk assessments for all cases and written action plans.</p>

Page	Version	Date	Author
Page 1 of 16	1	March 2025	Jayne Hurley

## Policy Creation and Review Checklist

<b>ACTION</b>	<b>RESPONSIBLE OFFICER</b>	<b>DATE COMPLETED</b>
Best practice researched (HouseMark, HQN, NFA, RSH, general websites)	Head of Housing Management	February 2025
Review current practices from similar organisations	Head of Housing Management	February 2025
Review customer satisfaction / complaints data from the area the policy relates to	Head of Housing Management	February 2025
Undertake customer consultation if applicable	Head of Housing Management	March 2025
Staff consultation through Trade Unions if applicable	Head of Housing Management	N/A
Trade Union consultation if applicable	Head of Housing Management	N/A
Other stakeholder consultation if applicable	Head of Housing Management	March 2025
Equality analysis carried out through the intranet for all new policies or fundamental changes	Head of Housing Management/EDI Manager	19 March 2025

**NB. The above table must be completed on all occasions. The policy will not be accepted or approved by EMT without this information completed.**

Page	Version	Date	Author
Page 2 of 16	1	March 2025	Jayne Hurley



# ANTI- SOCIAL BEHAVIOUR POLICY

## 1. Introduction

- 1.1 This policy sets out how St Leger Homes of Doncaster (SLHD) will deal with reports of anti-social behaviour (ASB) and the action we may take against those causing it. SLHD aspires to deliver a first class, efficient and effective safeguarding and anti-social behaviour (SASB) service with a mission of 'creating successful, thriving, and sustainable tenancies' within safe and clean estates and communities.
- 1.2 This Policy must be read in conjunction with the Housing Management Policy and supports the priorities contained in the SLHD's Corporate Plan 2024-2029.
- 1.3 Our response to ASB applies to SLHD's tenants, leaseholders and other persons causing a nuisance on the estates we manage and in our communities. This includes visitors to tenants' and leaseholders' homes where this interferes with our housing management function and includes ASB towards our colleagues and contractors. ASB is a key priority for the Safer Doncaster Partnership, SLHD and detailed within the Community Safety Strategy.
- 1.4 The Secure Tenancy Agreement and Flexible Secure Tenancy Agreement sets out the rights and responsibilities of both the Landlord and Tenant and ensures services are delivered within the Housing Act 1985.
- 1.5 We also aim to deliver fairness and equality across all the services we deliver, and a full and comprehensive Equality Impact Assessment has been undertaken for this policy.

## 2 Purpose

- 2.1 This policy is to ensure that SLHD carries out a robust, effective, and inclusive housing management function when dealing with cases of ASB and sets down details of how we will deliver our responsibilities, adhere to the legal framework, and deliver our vision whilst building safer, more supportive communities. Within the policy there is a strong focus on transparency, strengthening enforcement, and prioritising victim support.
- 2.2 It is important that tenants and leaseholders understand the need to tolerate the different lifestyles of others so long as these differences do not have an unreasonable impact. People have a right to peaceful enjoyment of their home, estate, and community without having concern that complaints will be made against them. We therefore do not consider the following situations to be ASB and will not treat them as such but will provide advice and guidance as appropriate.

Page	Version	Date	Author
Page 3 of 16	1	March 2025	Jayne Hurley

Some examples of situations that are not ASB (Not exhaustive)

- Banging doors, unless excessive
- Footsteps from adjoining properties or communal areas
- Loud talking from adjoining properties or communal areas at reasonable hours
- Noise of children playing
- Low level noise from televisions or radios
- DIY at reasonable hours
- One-off parties or events
- Noise from domestic appliances such as washing machines
- Cooking odours
- Parking issues
- Lifestyle differences such as different working patterns
- Funny or unfriendly looks

### **3. Scope**

3.1 This policy applies to all council tenancies managed by SLHD and impacts on the wider communities including private residents on our estates who may be affected. It also applies to all leaseholders within buildings managed by SLHD.

3.2 The policy relates to and delivers against the following:

- Secure, Introductory and Flexible Tenancies
- City of Doncaster Council (CDC) Tenancy Strategy
- Doncaster Community Safety Strategy

### **4. Responsibilities of SLHD**

4.1 SLHD employees must adhere to the principles set out in this policy. Detailed procedures sit underneath this policy to ensure our workforce deliver services aligned with this policy and in an effective and consistent way.

4.2 The Housing Act 1996 requires registered providers of social housing to publish our policy in relation to ASB, with a requirement to keep the policy under review. In publishing the policy, providers must have regard to any guidance issued by the Regulator of Social Housing. Preparation and publication of this policy is also a requirement of the Anti-Social Behaviour Act 2003.

4.3 The Regulator of Social Housing's Neighbourhood and Community Standard requires social housing providers to work in partnership with other agencies to prevent and tackle anti-social behaviour in estates and communities they manage. The standard also requires providers to publish a policy on how they will do this.

4.4 There are several methods, tools, and powers available pursuant to the ASB Crime and Policing Act 2014, which will assist us in tackling ASB. This

Page	Version	Date	Author
Page 4 of 16	1	March 2025	Jayne Hurley

includes but is not limited to civil injunctions and possession claims. We will always undertake a proportionality assessment before commencing legal action, this is a careful consideration of the circumstances of the case to ensure the action is appropriate and necessary.

#### **Tools and Powers available are: -**

- Mediation
- Tenancy Breach warning letters
- Demoted Tenancies
- Civil Injunction
- Repossession
- Criminal Behaviour Order
- Community Protection Notice
- Public Space Protection Order
- Closure Powers
- Dispersal Powers
- ASB case review
- Community Remedy

- 4.5 The Equality Act 2010 provides a legal framework to protect the rights of individuals and makes discrimination unlawful in relation to nine protected characteristics. The Act establishes a Public Sector Equality Duty (PSED) which applies to public authorities and bodies (such as registered providers) who exercise a public function such as providing, allocating and managing social housing.
- 4.6 We are subject to PSED wherever we are considering legal action and a person with a protected characteristic is likely to be impacted by that decision. We will conduct proportionality assessments in these circumstances to demonstrate that we have considered our duties under the Equality Act 2010 and had due regard to the PSED.
- 4.7 We will always take into consideration any known vulnerabilities and/or mental health of the perpetrator/s and victim/s and where appropriate will hold a case conference involving partners and agencies.
- 4.8 The City of Doncaster Council (CDC) Tenancy Agreement and leases clearly set out our expectations and contractual obligations about how our tenants and leaseholders should conduct themselves in their home. We will always consider these obligations when enforcement action is being contemplated.
- 4.9 The overall responsibility for the effective delivery of this policy is with the Director for Housing and Customer Service and the Head of Housing Management.
- 4.10 The Legal Framework detailing the legislation and guidance upon which this policy is based is shown at Appendix 1.

#### **5. Our approach towards ASB**

Page	Version	Date	Author
Page 5 of 16	1	March 2025	Jayne Hurley



- 5.1 This policy specifically aims to deal with ASB where SLHD tenants or leaseholders are involved as a victim or perpetrator. It is based upon principles set out in the Doncaster Community Safety Strategy 2022 – 2025 and seeks to adopt a joint approach with the partnership in dealing with ASB. This policy applies to all customers of SLHD regardless of tenure or property type.
- 5.2 This policy is to ensure SLHD has a fair, transparent, and consistent approach to how we react to, tackle, and prevent ASB. The policy sets out the standards we expect from ourselves and outlines what we expect from our partners, stakeholders, and customers.
- 5.3 SLHD will do all within its power to create and sustain communities, by preventing ASB from occurring in the first instance. When ASB does occur, it will deal with it in a timely, fair, firm, and consistent manner, ensuring a victim-centred approach where enforcement and rehabilitation is pursued where necessary and appropriate.
- 5.4 Our objective is to create neighbourhoods where our tenants and their families can enjoy a quality of life free from crime and ASB. To achieve this, we need to work closely with partners, stakeholders, tenants, and the wider community. We participate and actively contribute to partnership operations and measures to tackle serious ASB and areas within the borough that are deemed as hot spot areas. In the main, our partnership approach is through the:

- **Thrive Model**

This model is about neighbourhood renewal with a strong focus on prevention and community centred approach, aligning with the Team Doncaster mission of thriving people, places and planet. The thrive model vision is around partnership working and joining it up locally, along with prevention, having an early and co-ordinated response to ASB. The Your Neighbourhood part of the Thrive model has a focus on Partnerships having a grip on Crime, Anti - Social Behaviour and Community Safety. Here actions are agreed to tackle local crime and ASB priorities and mobilise partnership resources.

- **ASB Theme Group**

The ASB Theme Group is part of the broader efforts to address and manage anti-social behaviour (ASB) within the community. This group is involved in developing and reviewing policies, coordinating actions, and ensuring effective responses to ASB incidents.

- 5.5 Our approach to ASB is a balanced one:

- **Prevention & early intervention**
- **Support**
- **Enforcement**

Page	Version	Date	Author
Page 6 of 16	1	March 2025	Jayne Hurley

## • **Rehabilitation**

5.6 Within this approach and our wider remit to deal with ASB we will:

- Ensure tenants are made aware of their responsibilities and rights in relation to ASB when they sign up to a tenancy. We will clearly explain what customers can expect from us and what we expect from them.
- Use preventative and early intervention measures where appropriate to do so.
- Encourage customers and complainants of ASB to resolve their own matters with their neighbours where it is safe and appropriate to do so.
- Comply with all relevant legal, regulatory, and contractual obligations to prevent and respond to ASB appropriately, along with utilising the ASB toolkit which includes various methods and remedies of both legal and non-legal approaches available to tackle issues of ASB and nuisance.
- Complete a vulnerability risk assessment to determine the level of harm the ASB causes to individuals when an initial report is received. We will use this to assess the severity and impact that it is having on the victim, determine any support needs and prioritise cases.
- Complete a written action plan with all complainants and victims of ASB, outlining the actions they should take and the actions we intend to take.
- Keep complaints and victims informed about the status of their case and making it clear where responsibility lies within SLDH.
- We will offer support to witnesses throughout the process and continually keep risk assessments under review.
- We will always take reasonable, proportionate, and timely action to tackle ASB. The action will be proportionate to the impact that it is having, the frequency and severity. We will take legal action where it is appropriate to do so. We will keep our proportionality considerations under continuous review.
- We recognise that the alleged perpetrator may have support needs and the ASB may be linked to these needs. Where we believe this is the case, we will work with internal and/or external support providers or make referrals to other agencies with the aim of changing the behaviour. If the anti-social behaviour continues despite support being in place, we will consider enforcement action where proportionate.
- Record and monitor incidents of ASB, which will also be used to determine any repeat incidents and any hot spot areas in communities suffering from the effects of ASB where further interventions may be required. Work in partnership with the borough wide Thrive partnership model and other agencies as appropriate to prevent and tackle ASB on our estates and communities.

Page	Version	Date	Author
Page 7 of 16	1	March 2025	Jayne Hurley

- Ensure staff are properly trained and understand relevant policies and procedures.

## Tenancy Agreement

The Secure Tenancy Agreement is clear on tackling ASB and the following section specifies the tenant's obligations: -

### Section 2. The Tenant's Obligations.

Part 2.3 - Nuisance Harassment, Anti-social Behaviour, Hate Crime, Domestic, Violence and Unlawful Activities

*It is your responsibility to make sure that every person living in or visiting your property does not do anything which is likely to cause nuisance to, harass, annoy, or distress any person who either lives in or has lawful business in the neighbourhood for any reason.*

(a) "You, your friends, relatives and any other person living in or visiting the property must not act in any way which causes or is likely to cause nuisance, alarm or distress to any person, or act in any way, which is anti-social."

## 6. Definition of ASB

6.1 We have adopted the definition of ASB from the Anti-Social Behaviour, Crime and Policing Act 2014 which is:

- a) conduct that has caused, or is likely to cause, harassment, alarm or distress to any person,
- b) conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises, or
- c) conduct capable of causing housing-related nuisance or annoyance to any person.

### Types of ASB (Not exhaustive)

6.2 ASB can present in many forms, some of which are listed below:

- Rowdy, aggressive or threatening behaviour or language
- Property damage, criminal damage or vandalism
- Repeat verbal or written abuse, intimidation, harassment or threats
- Acts of violence
- Hate crime.
- Anti-social behaviour as a result of misuse of drugs or alcohol
- Excessive noise nuisance
- Off road riding of motorbikes or mopeds

## 7 Reporting ASB

7.1 ASB can be reported to us in several different ways, including

Page	Version	Date	Author
Page 8 of 16	1	March 2025	Jayne Hurley

email, letter, face to face, telephone the Safeguarding and ASB Team on 01302 862280, email [ASBTeam@stlegerhomes.co.uk](mailto:ASBTeam@stlegerhomes.co.uk). or get in touch using the Contact Form on our website at [St.Leger Homes | Contact us](#).

- 7.2 Where there is an immediate risk of harm, this should be reported to the Police via 999 and this is the advice that we will give to customers.

## **8. Action planning and Case management**

- 8.1 SLHD will issue written action plans to all complainants of ASB when a case is opened. We will work with the complainant and the alleged perpetrator where possible, to agree the action plan. This may set out actions for both us and the people experiencing the ASB.
- 8.2 We will attempt to resolve disputes early using non legal intervention, however, recognise that this is not always possible or appropriate. Where appropriate we may mediate to try and resolve the issues before it escalates. Where this fails and the ASB persists, we may take legal action in serious cases.
- 8.3 A named officer will have responsibility for the case management throughout this process. This includes keeping complainants informed regularly about the action being taken. We will agree this with the customer and consider the risk and severity when action planning.
- 8.4 We will regularly review cases to ensure that this policy is being implemented and that cases are being managed appropriately.
- 8.5 We will also foster collaborative partnerships and implement joint action planning with relevant stakeholders to effectively address and reduce ASB.
- 8.6 We will arrange regular training for our customer-facing staff and any colleagues involved in the ASB process.

## **9. Priority based approach to ASB**

- 9.1 SLHD aims to achieve a level of consistency in dealing with ASB. This means having consistency in the way ASB is reported and recorded using categories, priorities and definitions to enable effective benchmarking and sharing of best practice.
- 9.2 A priority is applied to each reported case of ASB. This rating denotes the urgency of the case and determines how quickly an initial visit or contact should be carried out by a Safeguarding and Anti-Social Behaviour Officer (S&ASB).
- 9.3 These targets are a minimum standard and we will always seek to achieve a higher standard. The priority response time is detailed in the table below:

Page	Version	Date	Author
Page 9 of 16	1	March 2025	Jayne Hurley

<b>PRIORITY/RESPONSE TIME</b>	<b>TYPE OF NUISANCE</b>	<b>RESPONSIBILITY</b>
<b>LOW Priority cases (within 5 working days)</b>	Minor issues such as low-level noise nuisance	Housing Officer – Area Management Team
<b>MEDIUM Priority Cases (within 3 working days)</b>	Verbal abuse, youth nuisance, noise nuisance	Housing Officer – Area Management Team
<b>HIGH Priority Cases (within 1 working day)</b>	Threats of physical assault, serious intimidation, or harassment, hate motivated incidents (due to race, religion/belief, sexual orientation, gender, gender identity, disability, age or any other factor, perceived or otherwise, by the offender), domestic abuse, serious damage to St Leger Homes property, insecure or abandoned premises.	Safeguarding & ASB Officer Safeguarding and ASB Team

## **10 SLDH Approach to Witnesses and Complainants**

- 10.1 SLHD understands the crucial role which complainants and witnesses play in coming forward to report ASB and appreciates how difficult this can be. We build an environment in our communities where witnesses and complainants feel safe in coming forward and will utilise tools and powers to protect witnesses from harm and intimidation. We will work closely with partners to protect witnesses.
- 10.2 Sometimes complainants and witnesses are not SLHD tenants, in these cases we will still liaise and update the complainant and will work with partners and agencies to provide support. We will often refer complainants, victims and witnesses to support agencies where appropriate in agreement with the individual such as Victim Support, Creative Support, Early Help, Social Care, Wellbeing Services and Mental Health Services.

## **11. Persistent or Multiple Complaints**

- 11.1 SLHD reserves the right to refuse to deal with complaints that are pursued in an unreasonable manner or can be categorised as habitual or vexatious. Our Unacceptable Behaviour Policy sets out how we deal with such complainants. With regards ASB complainants we will trigger this in the following circumstances: -
- The complainant persists in pursuing an ASB or neighbour nuisance complaint when the investigation procedure has been fully and properly implemented and there is insufficient evidence to pursue the matter.
  - The complainant has made an excessive number of contacts whilst pursuing a complaint and has placed unreasonable demands on officer time and resources.

Page	Version	Date	Author
Page 10 of 16	1	March 2025	Jayne Hurley

- The complainant has harassed or been personally abusive or verbally aggressive towards staff dealing with their complaint on more than one occasion.
- The complainant has threatened or used actual physical violence towards staff investigating their complaint.

## **12 Suspension from the Housing Register due to ASB**

12.1 The Allocation of Accommodation: Guidance for Local Authorities 2012 states authorities may frame their allocations policy to consider factors determining relative priorities between applicants in the reasonable preference categories. The City of Doncaster Council's Allocations Policy outlines the criteria and circumstances in which an applicant will be excluded from the housing register due to ASB.

## **13 Violence & Aggression towards staff**

- 13.1 SLHD operates a zero-tolerance policy towards any form of violence, aggression or abusive or offensive language towards our employees, CDC employees, ward members or contractors working on our behalf.
- 13.2 We will take swift action and use the most appropriate tools and powers. Where necessary and appropriate we will share information on potentially violent persons with partners and register on our potentially violent persons database.

## **14 Closure of ASB Cases**

- 14.1 SLHD understands that to retain the confidence of its customers in its approach to ASB, no case should be closed unless it has been thoroughly investigated and resolved.
- 14.2 We will consider closing cases at the point where the ASB reported has reduced sufficiently, where we have exhausted the tools and powers available to us, or at the request of our complainant. We will always attempt to discuss case closures with complainants before closure.

## **15 Safeguarding and Vulnerability**

- 15.1 Our approach to promoting the wellbeing of children, young people, and adults at risk by safeguarding is to implement the CDC Safeguarding Policy and this should be read in conjunction with this ASB policy. The full definition of safeguarding is detailed at Appendix 2.
- 15.2 All staff will undertake safeguard training, and we regularly raise awareness across SLHD to ensure that staff remain vigilant to indicators of abuse and neglect.
- 15.3 SLHD are committed to working in partnership to deliver the Doncaster

Page	Version	Date	Author
Page 11 of 16	1	March 2025	Jayne Hurley

safeguarding agenda. We are a key member of the Doncaster Safeguarding Board and related subgroups. The Boards ensure that there are effective arrangements in place in Doncaster to safeguard children, young people and adults from abuse. We are also members of various statutory panels and groups established to risk manage safeguarding cases, e.g., Multi Agency Risk Assessment Conference, MARAC and the Multi Agency Public Protection Arrangements Panel, MAPPA.

- 15.4 SLHD aim to minimise the potential for abuse and neglect to occur by raising awareness of abuse and its effects and inform our customers on how to keep themselves and others safe by giving appropriate advice and accessing appropriate support. We also publish articles about safeguarding for our residents across our customer media channels.
- 15.5 We highlight the role that local people play in safeguarding and encourage and support members of the community to report suspected abuse either to us or to a relevant agency. We have a single point of contact telephone number, which allows all staff and customers to report safeguarding concerns.

## **16. Partnership Framework**

- 16.1 Partnership working is key to delivering our objectives and priorities within our communities. Team Doncaster is the umbrella for four strategic theme boards with various multi-agency subgroups and boards. These are listed at appendix 3 which SLHD play an integral part in.

## **17. ASB Case Review**

- 17.1 We know that, where left unchecked, antisocial behaviour can have an overwhelming impact on its victims and, in some cases, on the wider community.
- 17.2 The Anti-social Behaviour, Crime and Policing Act 2014 introduced specific measures designed to give victims and communities a say in the way that complaints of antisocial behaviour are dealt with.
- 17.3 This includes the ASB Case Review (formerly known as the community trigger), which gives victims of persistent antisocial behaviour the right to request a multi-agency case review.
- 17.4 Agencies (including local authorities, the police, NHS, local Health Teams and registered providers of social housing) come together to hold a multi-agency partnership meeting and review:
- how the ASB case has been handled
  - what actions have been taken
  - how effective these actions have been
  - what else the partners can do to tackle the ASB and support the victim.

It is important to note that a Case Review does not replace the complaints procedure within SLHD. The City of Doncaster Council is the nominated body for receiving and managing ASB case reviews in Doncaster.

Page	Version	Date	Author
Page 12 of 16	1	March 2025	Jayne Hurley

## 18. Monitoring, Compliance and Effective Implementation of the Policy

- 18.1 SLHD have an overarching performance management framework with a suite of Key Performance Indicators (KPIs), service standards and relevant Tenant Satisfaction Measures (TSMs) to measure the delivery of services under this Policy. These are monitored and reviewed within the performance meeting framework within SLDH and CDC.
- 18.2 We will review this Policy regularly to ensure that it is fair, consistent, and effective and will use feedback from customer consultation, compliments, and complaints to help inform any revisions.

We will publish this Policy on our website as part of the implementation and make it available to anyone who requests it.

We will comply with the General Data Protection Regulations (Data Protection Act 2018) with regards how we collect and store personal data. We have a number of privacy notices, and these are published on our website at Privacy Notices. These documents explain how we look after and protect customer's personal information. The documents also outline under what circumstances we will share information without consent. Alongside this we have a number of data sharing protocols with partners outlining the information we will share and the legitimate reasons for doing so:

- Safer Doncaster Partnership Information Sharing Protocol
- Stronger Families Information Sharing Protocol

## 19. Background Document/Research:

**Housing Ombudsman spotlight report titled "Spotlight on Noise Complaints - Time to be Heard - October 2022.**

*This is closely related to anti-social behaviour (ASB). This report, titled "Spotlight on Noise Complaints –," was released in October 2022.*

*Follow up report: Housing Ombudsman "Spotlight on Noise complaints – Time to be Heard- April 2024*

**Victims' Commissioner for England and Wales report: September 2024**

*Anti social behaviour : Still living a nightmare: Understanding the experiences of victims of anti-social behaviour*

**Housing Ombudsman spotlight report titled "Spotlight on: Attitudes, respect and rights- Relationship of Equals"**

The policy draws on good practice developed from a range of sources including:

- RESOLVE [www.resolveuk.org.uk/](http://www.resolveuk.org.uk/)
- Regulator of Social Housing

Page	Version	Date	Author
Page 13 of 16	1	March 2025	Jayne Hurley



- *Housing Ombudsman Service* [www.housing-ombudsman.org.uk](http://www.housing-ombudsman.org.uk)
- *Shelter England*
- *Chartered Institute of Housing (CIH)* [www.cih.org](http://www.cih.org)
- *National Federation of Housing* [www.housing.org.uk](http://www.housing.org.uk)
- *House mark* -[www.housemark.co.uk/about/](http://www.housemark.co.uk/about/)
- *Office for the Information Commissioner (OIC)*
- *Northern Housing Consortium SB Help* (registered charity)
- [www.asbtools.co.uk](http://www.asbtools.co.uk)

This policy should be read in conjunction with

- SLHD Housing Management Policy
- CDC Tenancy Strategy
- SLHD Vulnerability Policy
- SLHD Housing Management Policy
- CDC Allocation Policy
- SLHD Equality & Diversity Policy
- Secure Tenancy Agreement
- Corporate Plan 2024-2028
- CDC Allocations Policy
- Secure Tenancy Strategy
- Domestic Abuse Policy

Page	Version	Date	Author
Page 14 of 16	1	March 2025	Jayne Hurley

## List of appendices

### Appendix 1

#### Legal Framework

The following Acts contain legislation and guidance upon which this policy is based: -

- Anti-Social Behaviour, Crime and Policing Act 2014
- Environmental Protection Act 1990
- Civil Evidence Act 1995
- Housing Acts 1985, 1988, 1996, 2004
- Confiscation of Alcohol (Young Persons) Act 1997
- Sexual Offences Act 2003
- Crime and Disorder Act 1998
- Protection from Harassment Act 1997
- Human Rights Act 1998
- General Data Protection Regulations 2018
- Police and Justice Act 2006
- Police and Crime Act 2017
- Anti-social Behaviour Act 2003
- Serious Organised Crime and Police Act 2015
- Homeless Reduction Act 2018
- Equality Act 2010
- Localism Act 2011
- Deregulation Act 2015
- Housing and Planning Act 2016
- Landlord and Tenant Act 1985
- Prevention of Social Housing Fraud Act 2013
- The Social Housing (Regulation) Act 2023
- The Public Order Act 1986 (Amendment)
- The Victims and Prisoners Bill

### Appendix 2

#### Definition of safeguarding

Safeguarding means protecting a person's right to live safely, free from abuse and neglect. Working with other organisation's, we safeguard customers by aiming to prevent and stop both the risk and experience of abuse and neglect. Safeguarding applies to children, young people and adults at risk.

- A child is anyone under the age of eighteen

Page	Version	Date	Author
Page 15 of 16	1	March 2025	Jayne Hurley

- A young person is a care leaver, a person who is 18 and over but still receiving children services. For example, a person who is a care leaver with complex needs might be supported by children services until the age of 25.
- An adult at risk (sometimes called vulnerable adult) is someone aged 18 or over who has needs for care and support. Safeguarding applies to adults at risk who are unable to protect themselves from experiencing, or at risk of experiencing, abuse as a result of their care and support needs.

## Appendix 3

### The Partnership Framework

SLDH works in partnership with the following frameworks:

- Safer & Stronger Partnership Board
- Health & Wellbeing Board
- Children & Families Strategic Board
- ASB Theme Group
- Organised Crime Group
- Child Exploitation Tactical Group
- Sex Work Action Group
- Substance Misuse Theme Group
- Crime & Reoffending Theme Group
- PREVENT
- Thrive model
- Case Identification Meetings
- Children & Adults Safeguarding Boards
- Early Help Strategy Group
- Stronger Families
- MARAC (Multi Agency Risk Assessment Conference)
- MAPPA (Multi Agency Public Protection Arrangements)

Page	Version	Date	Author
Page 16 of 16	1	March 2025	Jayne Hurley

# **ST LEGER HOMES OF DONCASTER LTD**

Company limited by guarantee registered in England  
Company Number 05564649

## **Board Meeting**

# **REPORT**

**Date** : 03 April 2025

**Item** : 08

**Subject** : Unacceptable Behaviour Policy

**Presented by** : Jane Davies, Director of Housing and Customer Services

**Prepared by** : Jackie Linacre, Head of Customer Services

**Purpose** : To seek Board approval for an Unacceptable Behaviour Policy

**Recommendation:** That Board approve the Policy

Company Number 05564649  
A Company Limited by Guarantee  
Registered in England

**To the Chair and Members of  
ST LEGER HOMES OF DONCASTER BOARD**

**Agenda Item No. 08  
Date: 03 April 2025**

**1. Report Title**

1.1 Unacceptable Behaviour Policy.

**2. Executive Summary**

2.1 The Unacceptable Behaviour Policy aims to address instances where a customer's behaviour becomes unacceptable, placing unreasonable demands on the organisation or impacting the level of service provided to others. The policy ensures that staff can perform their duties without fear of abuse or harassment and has been benchmarked against best practices from the Housing Ombudsman's office.

2.2 The policy replaces sections 8.4 to 10.2 of the existing Compliments, Comments and Complaints Policy and has been strengthened to include all aspects of unreasonable behaviour, not only when dealing with complaints, but when dealing with requests for or delivery of services.

**3. Purpose**

3.1 The purpose of this report is to seek Board approval for an Unacceptable Behaviour Policy.

**4. Recommendation**

4.1 That Board approve the Policy.

**5. Background**

5.1 The Unacceptable Behaviour Policy has been developed to address instances where a customer's behaviour becomes unacceptable, placing unreasonable demands on the organisation or impacting the level of service provided to others.

5.2 How we deal with unacceptable and persistent behaviour is currently included as a section in our Compliments, Comments and Complaints Policy. The Housing Ombudsman encourages landlords to have a policy in place to help manage complainants who present unacceptable behaviours. Having a separate policy also provides the opportunity to strengthen our existing arrangements and better explains to customers how we will deal with all instances of unacceptable behaviour, not just those linked to our formal complaints process. This includes behaviour when accessing our

services or when we deliver our services. The Policy reflects the Housing Ombudsman's own, recently implemented, new managed behaviour policy.

- 5.3 A clear policy is essential for ensuring that our staff can perform their duties without fear of abuse or harassment. It has been consulted on with tenant representatives at a recent One Voice Forum meeting and with Heads of Service.
- 5.4 The Policy replaces sections 8.4 to 10.2 of the Compliments, Comments and Complaints Policy and is attached at Appendix A.
- 5.5 The opportunity has also been taken to update the Compliments, Comments and Complaints Policy following the introduction of mandatory occurrence reporting procedures for high rise accommodation. The changes to the current Compliments, Comments and Complaints Policy are attached at Appendix B, for Board's information.

## **6. Procurement**

- 6.1 There are no procurement implications with this policy review

## **7. VFM Considerations**

- 7.1 There are no VFM considerations associated with this report but having a robust Policy and procedures in place will ensure that we respond to unreasonable behaviour expediently and effectively.

## **8. Financial Implications**

- 8.1 Implementing a clear policy and procedures will ensure consistent management of unreasonable behaviour and compliance with the Housing Ombudsman's Complaints Code, thereby reducing any potential orders to pay compensation due to staff not adhering to procedures.

## **9. Legal Implications**

- 9.1 Compliance with the Housing Ombudsman's Code is a statutory requirement

## **10. Risks**

- 10.1 There are no risks associated with the implementation of this policy.

## **11. Health, Safety & Compliance Implication**

- 11.1 There are no health, safety and compliance implications associated with the review of the policy

## **12. IT Implications**

12.1 There are no IT implications associated with the review of the policy

## **13. Consultation**

13.1 Heads of Service, Service Managers and the One Voice Forum have been consulted on the review of the policy. One Voice Forum were supportive of the need for a separate policy and were particularly understanding of the necessity to establish clear boundaries linked to unreasonable behaviour. Heads of Services' comments have been incorporated into the Policy.

## **14. Diversity**

14.1 The policy acknowledges the need to make reasonable adjustments for customers who may have permanent or transitory vulnerabilities, ensuring that they are not disadvantaged in accessing services.

## **15. Communication Requirements**

15.1 Once approved the policy will be available on our website and intranet for customers and staff to review.

## **16. Equality Analysis (new/revised Policies)**

16.1 This is a new policy and a copy of the Equality Impact Assessment is attached at Appendix C.

## **17. Environmental Impact**

17.1 There are no environmental impacts related to the review of this policy

## **18. Report Author, Position, Contact Details**

18.1 Jackie Linacre, Head of Customer Service, 01302 862262

## **19. Background Papers**

19.1 Managed behaviour policy - Housing Ombudsman.  
Reasonable adjustments policy – Housing Ombudsman.



## Appendix A

# POLICY DOCUMENT

## Unacceptable Behaviour

<b>POLICY TITLE:</b>	<b>Unacceptable Behaviour</b>
<b>LEAD OFFICER:</b>	<b>Head of Customer Services</b>
<b>DATE APPROVED:</b>	<b>April 2025</b>
<b>APPROVED BY:</b>	<b>Board</b>
<b>IMPLEMENTATION DATE:</b>	<b>April 2025</b>
<b>DATE FOR NEXT REVIEW:</b>	<b>April 2029</b>
<b>ADDITIONAL GUIDANCE:</b>	
<b>ASSOCIATED CUSTOMER PUBLICATIONS:</b>	<b>Tenancy Agreement</b> <b>Corporate Plan 2024-2028</b> <b>Compliments, Comments and Complaints Policy</b> <b>Equality, Diversity and Inclusion Policy</b> <b>Housing Management Policy</b> <b>ASB Policy</b> <b>Vulnerable Persons Policy</b>
<b>TEAMS AFFECTED:</b>	<b>All Staff and Board Members and the Member Responsible for Complaints</b>
<b>THIS POLICY REPLACES WITH IMMEDIATE EFFECT:</b>	<b>N/A as this is a new Policy</b>

## DOCUMENT CONTROL

For guidance on completing this section please refer to the document version control guidance notes



## Revision History

<b>Date of this revision:</b>	January 2025
<b>Date of next review:</b>	
<b>Responsible Officer:</b>	Head of Customer Services

<b>Version Number</b>	<b>Version Date</b>	<b>Author/Group commenting</b>	<b>Summary of Changes</b>
1	March 2025		New Policy

DRAFT

## Policy Creation and Review Checklist

<b>ACTION</b>	<b>RESPONSIBLE OFFICER</b>	<b>DATE COMPLETED</b>
Best practice researched (HouseMark, HQN, NFA, RSH, general websites)	Head of Customer Services	December 2024
Review current practices from similar organisations (NFA)	Head of Customer Services	December 2024
Review customer satisfaction / complaints data from the area the policy relates to	Head of Customer Services	January 2025
Undertake customer consultation if applicable	Head of Customer Services	January 2025
Staff consultation through Trade Unions if applicable	Head of Customer Services	January 2025.
Trade Union consultation if applicable	Head of Customer Services	N/A
Other stakeholder consultation if applicable	Head of Customer Services	N/A
Equality analysis carried out through the intranet for all new policies or fundamental changes	Head of Customer Services	March 2025

**NB. The above table must be completed on all occasions. The policy will not be accepted or approved by EMT without this information completed.**



# Policy Document

## Unacceptable behaviour

### 1. Background

- 1.1 While most interactions with tenants are reasonable and respectful, there are instances where, when requesting or receiving services or making a complaint, they are not. This can be regardless of whether the service is being delivered face to face by employees, over the phone or digitally.
- 1.2 Occasionally, the behaviour or actions of individuals makes it difficult for us to handle their complaint and to deliver and respond to requests for service, and the behaviour becomes unacceptable. In a small number of cases, these actions become unacceptable because they involve abuse of our staff or our processes.
- 1.3 When this happens, we take action to protect the health and wellbeing of our staff, who have a right to do their jobs without fear of abuse or harassment.
- 1.4 With regard to unacceptable behaviour linked to the handling of a formal complaint the Housing Ombudsman's Complaints Code states that *"Landlords must have policies and procedures in place for managing unacceptable behaviour from residents and/or their representatives. Landlords must be able to evidence reasons for putting any restrictions in place and must keep restrictions under regular review. Any restrictions placed on contact due to unacceptable behaviour must be proportionate and demonstrate regard for the provisions of the Equality Act 2010"*

### 2. Purpose

- 2.1 This Policy outlines the way in which customers who are demonstrating unacceptable behaviour or making excessive demands on the services of SLHD, resulting in staff being prevented from carrying out their duties effectively, will be managed.
- 2.2 The Policy refers to any tenant or/and customer, or their representative, who is making a complaint or who is requesting or receiving a service. Where the policy is applied during part of the complaint investigating process the Customer Relations Team will contact the customer, where it is applied as part of requesting or receiving a service the Policy will be applied by the relevant service area.

- 2.3 Unacceptable behaviour can be described as acting in a way that is unreasonable, regardless of the level of a customer's stress, frustration or anger. This includes actions, words, or physical gestures that may cause distress or discomfort to others or which impact on our ability to deliver our services effectively. It includes abusive, offensive, threatening behaviour, or being unreasonably persistent in contacting us about the same issues in relation to a complaint or a service request. This policy explains how we handle such behaviour.
- 2.4 When this happens, we take action to protect the health and wellbeing of our staff, who have a right to do their jobs without fear of abuse or harassment. We also consider the impact of such behaviour on our ability to work and provided services to others.
- 2.5 For the purposes of this policy, unacceptable and persistent behaviour are considered interchangeable. Examples are set out at section 3. below.

### **3. Unacceptable and Persistent behaviour**

- 3.1 Behaviour will be deemed as unacceptable if it is so demanding or persistent that it places unreasonable demands on the organisation or impacts the level of service that can be offered to others. This can occur over a short period or over the lifespan of a service request, complaint, or enquiry.
- 3.2 Examples of unacceptable and persistent behaviour includes:

#### **Unacceptable behaviour**

- behaviour or language (verbal or written) that may cause employees to feel offended, afraid, threatened, or abused
- derogatory or discriminatory remarks; including racist, sexist, disablist, homophobic, or transphobic comments
- using insulting or degrading language, including body language;
- making serious allegations against us or others without any evidence
- publishing information about employees online including social media
- recording and publishing telephone discussions with employees that are taken without their consent
- contacting employees using their personal details or social media presence such as Facebook, Instagram, X or LinkedIn

To illustrate this scenario, an example of a customer displaying unacceptable behaviour could include making derogatory comments about a visiting employee or sending emails with insulting comments included in them. In this scenario the relevant Service area would apply the policy.

#### **Unreasonable demands**

- repeatedly demanding a response within a timescale outside of normal timescale agreements
- insisting on, or refusing to speak to employees when that is not possible

- repeatedly changing the substance of a complaint or raising unrelated concerns
- refusing to accept a decision where explanations for the decision have been given
- refusing to co-operate by not providing information we request to allow us to help resolve the issue
- requesting large volumes of information;

To illustrate this scenario, an example of a customer making unreasonable demands could include a customer who repeatedly contacts the organisation regarding the priority of a repair, continuously requesting for it to be carried out sooner. In this instance the Customer Access Team would apply the Policy.

#### **Unreasonable persistence:**

- refusing to accept the answer that has been provided;
- continuing to raise the same subject matter without providing any new evidence;
- continuously adding to or changing the subject matter of the complaint;
- repeated contact over a short period of time or lengthy phone calls repeating the same points of discussion;
- unnecessarily or excessively copying us into email to other parties or sending 'scatter gun' emails to numerous staff and stakeholders;
- repeatedly contacting us about issues/events that have already been dealt with;
- overload of contact, including by phone, letter, email or contact via social media or digitally. This includes the frequency of contact as well as the volume.
- repeated contact whilst a complaint is being progressed or after it is closed
- lengthy telephone calls repeating the same points for discussion
- high volumes of information provided by email, webform, or post where the information repeats what has already been given
- copying our employees into emails with other parties where this is not necessary

To illustrate this scenario, an example of unreasonable persistence would include customers who have made a formal complaint about the services we provide and how we have delivered them, and who are persistent in continuing to make complaints without any substance, even though we have properly responded to their concern. In this example the Customer Relations Team would apply the Policy.

**Verbal abuse, aggression, violence** - this is not just limited to actual physical or verbal abuse but can include derogatory remarks, rudeness, inflammatory allegations, and threats of violence;

## **Harassment:**

- recording telephone or face to face discussions and publishing the information on any digital or public platform;
- contacting staff using their personal details or social media channels;
- publishing personal, sensitive or private information about SLHD employees or our representatives in the public domain.

## **Refusal to co-operate with reasonable requests:**

- not responding to clear and appropriate requests by staff;
- refusing to speak to us to discuss a complaint or services where we need to seek clarification or need further information to be able to deliver a service;
- providing evidence to help properly investigate a complaint.

## **4. Managing Unacceptable Behaviour**

4.1 Our approach to dealing with unacceptable behaviour involves 3 phases.

### **Informal**

- We will aim to reach an informal voluntary arrangement with the complainant to modify their behaviour;
- We will monitor this over a 1-month period if there is no improvement we will issue a warning to the complainant as set out below.

### **Warning**

- We will write to the complainant to advise that their behaviour is deemed to be unacceptable, providing examples, and advising on what steps will be taken if the behaviour continues – this could include referring the matter as a potential breach of tenancy;
- We will monitor this over a one-month period, if there is no improvement we will advise we will be taking restrictive action.

### **Restrictive action**

- Should behaviour not change following the written warning, we will write to the customer to advise what action we will take until their behaviour improves. Depending on the circumstances, this could include issuing a breach of tenancy notification letter. Where this is the case, the specific matter will be dealt with under our tenancy agreement and procedures and will therefore sit outside this Policy.
- Where the behaviour is not deemed to be a breach of tenancy, the customer will be advised of their right to ask for restrictive action to be reconsidered. They must do so within 1 week of receiving the letter. All restrictions will remain in place until a decision has been made by the Director as to whether they are confirmed or withdrawn;
- A customer can ask for restrictive action to be reconsidered in any of the following circumstances:

- where there is a change in circumstances which mean the restriction is no longer appropriate;
  - where there is evidence, the restriction impacts the customer's ability to access our service;
  - a factual error was made by our service when making the decision to apply the restriction
- Where the restriction is linked to a formal complaint the customer has made, the complainant will be informed of their right to contact the Housing Ombudsman about the fact that their access has been restricted;
  - The action taken will be recorded in our housing system, so all staff are aware of the restrictions. Once the contact restriction expires, we will remove the information relating to the restriction in line with data protection rules;
  - Restrictive action will be in place for 12 months.

If behaviour threatens the immediate safety of our employees, other individuals, or an organisation, we will report the matter to the police. We will aim to let the customer know that we have reported their behaviour to police but there may be some circumstances where this is not possible such as a call being terminated before we have the opportunity to inform the person, or where informing the person could impact a criminal investigation.

Restrictions will be tailored to deal with the individual circumstances and may include any or all the actions listed below. This list is not exhaustive, and other measures appropriate to the circumstances may also be taken:

- Limiting contact to a single form i.e., to writing, email or telephone only;
- Visits to the office by appointment only;
- Requiring any contacts to take place face-to-face in the presence of a third party;
- Limiting contact to certain times or to a limited number of times per week or month;
- Personal contact to take place in the presence of an appropriate witness;
- Declining to give any further consideration to an issue unless any additional evidence or information is provided;
- Only considering a certain number of issues in a specific period;
- Appointing a single point of contact, or contacts if a job is shared, within the relevant service area;
- Requesting that the complainant only communicates with us via a representative;
- Deciding not to investigate a complaint on the basis that it has been pursued in a way that is unacceptable;
- Stopping all communication with a customer concerning a specific issue;
- Terminating all telephone calls from the customer to the council, after requesting they email a single point of contact (SPOC) with their enquiry;
- Where appropriate, ceasing repair work if the unacceptable behaviour is linked to the delivery of our repairs service by ourselves or our contractors;
- Where appropriate notifying relevant public authorities.

- 4.2 In all instances where restrictions have been applied contact for emergency repairs and requests can still be made through our usual contact channels.
- 4.3 Where action is being considered in relation to unacceptable behaviour concerning a formal complaint the matter must be initially discussed the Customer Experience Service Manager, or cover, who will consider the circumstances of the complaint and be satisfied that:
- the complaint has been investigated properly;
  - any decision that has been reached is the right one;
  - communications with the complainant have been appropriate; our view of the complainant has not been affected by the seriousness or nature of the complaint.

The decision to restrict access will not be taken lightly and will be authorised by the Head of Customer Services if linked to a complaint or other relevant Head of Service if a specific service area issue.

- 4.4 New complaints about issues not previously raised or related to the original complaint from people with restricted access will be treated on their merits. The Customer Experience Service Manager will decide whether the restrictions applied previously are still necessary and where appropriate we will continue to restrict access about the on-going complaint but process the new.

## **5. Reasonable Adjustments**

- 5.1 In line with the Equalities Act 2010, we will always consider making reasonable adjustments for a complainant to ensure that any restrictions on unacceptable behaviour are proportionate and have regard to the Act, where we are aware adjustments are required. Sometimes we may put a contact restriction in place which impacts a reasonable adjustment. This is because the behaviour we are experiencing means the adjustment is longer reasonable where the person has shown unacceptable or unreasonable behaviour towards our employees.
- 5.2 Any restrictions imposed on a customer's contact will recognise and be appropriate to their individual circumstances, however, we do not expect our staff to accept being subjected to aggressive, offensive, threatening, or abusive actions, language, or behaviour.
- 5.3 Before agreeing an adjustment, we will consider factors which can include:
- what the disadvantage would be if the adjustment was not made
  - whether the adjustment will be effective in reducing the disadvantage
  - how practical it is to make it
  - whether it would disrupt our other activities unreasonably
  - the cost of making it and availability of resources, including external help and finance
  - any other relevant factors, information

We will try to agree a reasonable adjustment with minimal delay. In some cases, we may need to consider the request in more detail.



#### 5.4 Examples of adjustments we may consider are:

- Showing due regard for an individual's medical conditions;
- Considering using different communication methods, examples include providing documents or correspondence in larger print, or with a specific colour contrast (which may help people with conditions such as dyslexia
- Considering if there are other individuals that may be able to represent the customer in the handling of their complaint, such as a family member, friend or support worker, if necessary, considering a multi-agency approach where we are aware the complainant is receiving support from bodies such as social services.
- Giving clear warning if conversations become unproductive to allow the customer to modify their behaviour before ending a call;
- Contact by telephone rather than written communication
- Translating documents or correspondence into Braille
- Arranging for a direct point of contact at the service
- Providing access to 'Easy Read' versions of key documents
- If you use British Sign Language (BSL) we might provide you with an interpreter
- Giving you more time than would usually be allowed to provide further information or comments on the complaint

### 6. **Safety Alerts**

6.1 There may be exceptional circumstances when we reserve the right not to notify a customer of the decision we have made and, based on our duty of care for colleagues, may add a safety alert to our records, for example advising colleagues not to visit the property at all, to only visit in pairs or with another agency or to only interview in person in the office. This will be captured within a Potentially Violent Persons Register and Privacy Notice as appropriate. Each individual will be assessed on the register on a case-by-case basis with periodic reviews to ensure accuracy. The lawful basis will continue to be valid until the data subject no longer poses a risk. The data subject does not need to be aware that they are on the register.

### 7. **Supporting Colleagues/Contractors/Partners**

7.1 We recognise that dealing with unacceptable behaviour or unreasonably persistent complainants can be stressful and challenging for our colleagues, contractors, and partners.

7.2 We will also ensure that our colleagues, contractors, and partners are aware of their rights and responsibilities under this policy and that they can report any incidents of unacceptable behaviour or harassment to their line manager

7.3 We will take any necessary steps to protect the health and wellbeing of our colleagues, contractors, and partners, until the behaviour meets acceptable standard. This can include applying any of the restrictions set out at 4.1, involving the police or taking legal action if appropriate.

## **8. Ownership and Responsibilities**

- 8.1 The ownership and responsibility of managing unacceptable behaviour linked to a formal complaint rest with the Customer Relations Team, where it is a service request issue it rests with the relevant Service Area.

## **9. Monitoring, Compliance and Effectiveness**

- 9.1 We will review this Policy at the same time as we carry out our self-assessment against the Housing Ombudsman's Complaint Code to ensure it is still fit for purpose.
- 9.2 We will publish this Policy on our website and make it available to anyone who requests it.
- 9.3 We will comply with collection, storage, access to, provision and disclosure of data in accordance with the Data Protection Act 20XX

## **10. Performance Standards**

- 10.1 We will monitor the number and nature of cases where we have applied this Policy and the outcomes of those cases.
- 10.2 We will also track feedback from customers and stakeholders to continuously improve the application of this Policy.

### Changes to the Compliments, Comments and Complaints Policy

#### 1. Text removed from the current Compliments, Comments and Complaints Policy

SLHD is committed to dealing with complaints fairly and impartially and to providing a high-quality service to those who make them. As part of this service SLHD do not normally limit the contact complainants have with their offices.

Any restrictions placed on contact due to unacceptable behaviour will be proportionate and demonstrate regard for the provisions of the Equality Act 2010.

However, SLHD will not tolerate behaviour by complainants which is unacceptable, for example, which is abusive, offensive, or threatening, or if complainants are unreasonably persistent in contacting SLHD concerning the same issues. We will take action to protect staff from that behaviour.

When a complainant's behaviour has been considered as being unacceptable or unreasonably persistent, we will explain why we find their behaviour to be unacceptable or unreasonable and ask them to change it. We will tell them that, if the unacceptable behaviour or unreasonable persistency continues, we will take action to restrict their contact with our offices.

The decision to restrict access to our offices will be taken by the Head of Service and/or Executive Management Team (EMT). Any restrictions imposed will be appropriate and proportionate.

We will advise the complainant of the action we are taking and that they can appeal the decision we have made to the Chief Executive. We will agree a review period at the outset. If behaviour has not improved, we will provide an explanation as to why the restriction will remain in force for a further period pending the next agreed review date. The options SLHD are most likely to consider are:

- requesting contact in a particular form (i.e., by letters only);
- requiring contact be made with a named officer only;
- restricting telephone calls to specified days and times;
- requesting contact is made through a third party;
- asking the complainant to enter into an agreement about their conduct;
- if the complainant is a tenant, whether it may be treated as a breach of the tenancy agreement;

In all cases we will write to the complainant telling them why we consider his or her behavior to be unacceptable or unreasonable and explaining what actions we are taking and the duration of that action.

#### Unacceptable Behaviour

Where a complainant continues to behave in a way that is unacceptable, SLHD may decide to terminate contact with that complainant and discontinue any investigation into their complaint.

Where the behaviour is so extreme that it threatens the immediate safety and welfare of SLHD and the City of Doncaster Council staff members, Councillors or any representatives working on behalf of SLHD/Doncaster Council, members of the public, and other tenants, we will consider other options:

- advise the complainant of their tenancy obligations;
- report the matter to the police;
- consider taking legal action;
- include on SLHD Potentially Violent Persons' register;
- if the complainant is a SLHD tenant, whether it may be treated as a breach of the tenancy agreement.

Depending on the circumstances we may not give the complainant prior warning of what action is taken.

### Unreasonably Persistent Complainants

Where a complainant who persists in communicating with SLHD about the same issues, we may decide to terminate contact with them. In such cases we will read all correspondence from that complainant, but unless there is fresh evidence, or it is a new complaint then we will acknowledge receipt and place it on file.

All new complaints from people who have been unreasonably persistent complainants will be treated on the merits of the complaint and not the person.

## **2. Additional Text added to the Compliments, Comments and Complaints Policy**

Residents of high-rise buildings can raise any concerns regarding safety using our mandatory occurrence procedures. This ensures issues are documented and appropriately addressed. Where a resident feels that issues raised have not been properly dealt with, they can use our complaints procedures to make complaints about building safety or the performance of an accountable person or principal accountable person, which have been raised as service requests and where the complainant feels this is not being resolved.

# **ST LEGER HOMES OF DONCASTER LTD**

Company limited by guarantee registered in England  
Company Number 05564649

## **Board Meeting**

# **REPORT**

**Date** : 03 April 2025

**Item** : 09  
Annual Review of the Statutory Complaint

**Subject** : Handling Code self-

**Presented by** : Jane Davies, Director of Housing and  
Customer Services

**Prepared by** : Jackie Linacre, Head of Customer Services

**Purpose** : To approve the self-assessment review  
against the Code.

**Recommendation** : That the review of the self-assessment  
against the Code is approved.

Company Number 05564649  
A Company Limited by Guarantee  
Registered in England

**To the Chair and Members of the  
ST LEGER HOMES OF DONCASTER BOARD**

**Agenda Item No. 09  
Date: 03 April 2025**

**1. Report Title**

1.1 Statutory Complaint Handling Code self-assessment annual review.

**2. Executive Summary**

2.1 The Housing Ombudsman's statutory Code sets out requirements for landlords to ensure they respond to complaints effectively and fairly. Landlords are required to carry out an annual self-assessment against the code to ensure compliance. This has been undertaken, involving tenant representatives, and we are compliant against all the requirements of the Code.

**3. Purpose**

3.1 To approve the annual review of the self-assessment against the Code.

**4. Recommendation**

4.1 That the review of the self-assessment against the Code is approved.

**5. Background**

5.1 The Housing Ombudsman issued a statutory Complaint Code, which came into effect on 1<sup>st</sup> April 2024. The Ombudsman's duty to monitor compliance also took effect from this date.

5.2 The purpose of the Code is to enable landlords to resolve complaints raised by residents quickly and to use the data and learning from complaints to drive service improvements.

5.3 The Housing Ombudsman also published a Code Compliance Framework which details how they will monitor compliance. This will happen in three ways:

- Compliance in oversight and scrutiny;
- Compliance in policy;
- Compliance in practice.

5.4 One of the requirements of the Code is for the organisation to carry out a self-assessment against the Code annually and to report the outcome to the Housing Ombudsman's Office.

- 5.5 Our last self-assessment was reported to Board in April 2024 and submitted to the Housing Ombudsman's Office in June 2024, along with the Annual Complaint and Service Improvement report for 23/24. The Housing Ombudsman's Office wrote to us in November 2024 to advise they were satisfied that we had provided and published all necessary documents. They further advised they would carry out an assessment to determine if we demonstrated compliance with the Code but could not give a date for this. We have had no further contact from the Housing Ombudsman's Office regarding this.
- 5.6 When assessing compliance, the Housing Ombudsman will engage with landlords to give them the opportunity to resolve any issues identified. If no action is taken to ensure compliance, they may issue a Complaint Handling Failure Order which they will publish.
- 5.7 As last year, we are required to submit our self-assessment to the Housing Ombudsman by 30<sup>th</sup> June 2025. This aligns with the Regulator of Social Housing's requirements for the publication and submission of TSM outcomes.

## **6. Self-Assessment**

- 6.1 The review against the Code is attached at Appendix A. The assessment was undertaken by members of the Customer Relations Team and discussed with tenant representatives from the Tenant Scrutiny Panel, in February. It has also been shared with the Tenant Board Complaint Champion for comment. All tenant representatives and the Complaint Champion are satisfied with the assessment that we are compliant with the Code.
- 6.2 The self-assessment document refers to various sections of our Compliments, Comments and Complaints Policy. The Policy is attached at Appendix B for Board's information for ease of referencing from the self-assessment to the policy document. The Policy has recently been updated and approved by Executive Management Team. The updated Compliments, Comments and Complaints Policy will be implemented following the approval of a new Unacceptable Behaviour Policy by Board, which is a separate item on this agenda.

## **7. Procurement**

- 7.1 There are no procurement issues related to this report.

## **8. VFM Considerations**

- 8.1 None associated with this report but a robust complaints policy and procedures can help to identify areas of service improvement, which could reduce the risk of compensation being awarded for poor service delivery.

## **9. Financial Implications**

9.1 None associated with this report.

## **10. Legal Implications**

10.1 We have a statutory duty to comply with the standards set out by the Housing Ombudsman's Office and a statutory duty to comply with consumer standards.

## **11. Risks**

11.1 The Housing Ombudsman may publish reports highlighting non-compliance with the Code which can affect a landlord's reputation. As advised at section 5.5 above, they do, however, ensure landlords have a chance to address any areas of non-compliance against the Code. If we are not compliant after this, we will be issued with a complaint handling failure order by the Housing Ombudsman's Office.

## **12. Health, Safety & Compliance Implication**

12.1 There are no health and safety implications associated with this report.

## **13. IT Implications**

13.1 There are no IT implications arising from this report.

## **14. Consultation**

14.1 The Chair and Secretary of the Tenant Scrutiny Panel have reviewed the outcome of the self- assessment against the Code to ensure independence and challenge. They are in agreement with the comments proposed and the suggested documentation to evidence compliance. The Board Member Complaint Champion has also been sent a copy of the self-assessment and has indicated agreement with the outcome.

## **15. Diversity**

15.1 There are no diversity implications arising from the review of the self-assessment. The Code includes a section which focuses on accessibility and awareness, and we have demonstrated that we are compliant in these areas.

## **16. Communication Requirements**

16.1 Following approval by Board the self-assessment will be published on our internet and will be communicated internally via the Intranet and will be made available for customers on our web. A copy will also be sent to the Housing Ombudsman's Office when the Annual Complaint and Service Improvement Report is submitted.



**18. Equality Analysis (new/revised Policies)**

18.1 Not applicable for this report.

**19. Environmental Impact**

19.1 There are no environmental impacts as a result of this report.

**20. Report Author, Position, Contact Details**

20.1 Jackie Linacre, Head of Customer Services, 01302 862262

### Appendix A: Self-assessment form

This self-assessment form should be completed by the complaints officer and it must be reviewed and approved by the landlord's governing body at least annually.

Once approved, landlords must publish the self-assessment as part of the annual complaints performance and service improvement report on their website. The governing body's response to the report must be published alongside this.

Landlords are required to complete the self-assessment in full and support all statements with evidence, with additional commentary as necessary.

We recognise that there may be a small number of circumstances where landlords are unable to meet the requirements, for example, if they do not have a website. In these circumstances, we expect landlords to deliver the intentions of the Code in an alternative way, for example by publishing information in a public area so that it is easily accessible.

## Section 1: Definition of a complaint

	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
1.1	Effective complaint handling enables residents to be heard and understood. The starting point for this is a shared understanding of what constitutes a complaint.	N/A	N/A	Response not required as not part of the self-assessment process. Included for completeness.
1.2	A complaint must be defined as: <i>'an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the landlord, its own staff, or those acting on its behalf, affecting a resident or group of residents.'</i>	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 4.2)	The definition is set out in our Policy and is: " <i>An expression of dissatisfaction, however made, about the standard of service, actions or lack of action by St Leger Homes, its own staff, or those acting on its behalf, affecting an individual resident or group of residents</i> "
1.3	A resident does not have to use the word 'complaint' for it to be treated as such. Whenever a resident expresses dissatisfaction landlords must give them the choice to make complaint. A complaint that is submitted via a third party or representative must be handled in line with the landlord's complaints policy.	YES	This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 4.3)	The definition we include in our policy states that a complaint is defined as "an expression of dissatisfaction". We accept and log complaints that don't use the word 'complaint' and accept complaints from third parties or representatives acting on behalf of tenants. Examples include, complaints received via Councillors and MPs. Staff have been advised via our Executive Management Team key messages and our Internal Complaint Charter, what constitutes a complaint. Our policy states that the word complaint does not have to be used and that we accept complaints from third party or representatives in line with our policy.
1.4	Landlords must recognise the difference between a service request and a complaint. This must be set out in their complaints policy. A service request is a request from a resident to the landlord requiring action to be taken to put something right. Service requests are not complaints, but must be recorded, monitored and reviewed regularly.	YES	This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Sections 4.2 and 4.4);  Internal Complaints	The definition of what is regarded as a complaint is set out in our Policy. " <i>An expression of dissatisfaction, however made, about the standard of service, actions or lack of action by St Leger Homes, its own staff, or those acting on its behalf, affecting an individual resident or group of residents.</i> " We do not log requests for service as complaints, but we do record and monitor these using our housing CRM system. These monitored and actioned by the relevant teams. Our CRM system is a single system used across the organisation which captures all customer interactions,

			Charter	recording the date the interaction was received and when, if action is required, it closed. We use the Housing Ombudsman's Service Request v Complaint Flow Chart as guidance to distinguish requests from complaints. Our process includes a checking mechanism by the Customer Relations team who co-ordinate and respond to complaints and who review any logged complaint as part of the acknowledgment process which includes what the complaint is about and the outcome the complainant is looking for.
1.5	A complaint must be raised when the resident expresses dissatisfaction with the response to their service request, even if the handling of the service request remains ongoing. Landlords must not stop their efforts to address the service request if the resident complains.	YES	This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 4.2)  Stage 1 and Stage 2 investigation procedures.	As above. Our policy defines what we treat as a complaint as set out in 1.2 above. Our procedures sets out that we continue to address service requests regardless of whether or not a customer has made a complaint.
1.6	An expression of dissatisfaction with services made through a survey is not defined as a complaint, though wherever possible, the person completing the survey should be made aware of how they can pursue a complaint if they wish to. Where landlords ask for wider feedback about their services, they also must provide details of how residents can complain.	YES	This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 4.6)  Emails to Viewpoint and Voicescape.	When we undertake our TSM and Transactional Surveys we advise tenants that if they have expressed dissatisfaction, they can access our complaints procedure and provide information about the access channels they can use to do this.

## Section 2: Exclusions

2.1	<p>Landlords must accept a complaint unless there is a valid reason not to do so. If landlords decide not to accept a complaint they must be able to evidence their reasoning. Each complaint must be considered on its own merits.</p>	YES	<p>This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a>. (Sections 4.6 and 4.7)</p>	<p>The policy sets out the reasons where we would not accept a complaint as follows:</p> <ul style="list-style-type: none"> <li>• the general law, unless wrongly applied;</li> <li>• requests for new services;</li> <li>• persons or bodies over which SLHD has no control;</li> <li>• Where legal proceedings have started. This is defined as details of the claim, such as the Claim Form and the Particulars of Claim, having been filed at court;</li> <li>• the subject of the complaint occurred, or the complainant became aware of the issue more than 12 months ago and/or is already subject to an on-going or resolved complaint. We will consider whether to apply discretion to accept complaints outside of this time lime where there are good reasons to do so.</li> <li>• matters that have already been considered under the complaints policy;</li> <li>• expressions of dissatisfaction made through a survey. We will, however, provide details of how a customer can complain.</li> </ul>
2.2	<p>A complaints policy must set out the circumstances in which a matter will not be considered as a complaint or escalated, and these circumstances must be fair and reasonable to residents. Acceptable exclusions include:</p> <ul style="list-style-type: none"> <li>• The issue giving rise to the complaint occurred over twelve months ago.</li> <li>• Legal proceedings have started. This is defined as details of the claim, such as the Claim Form and Particulars of Claim, having been filed at court.</li> </ul>	YES	<p>This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a>. (Section 4.6)</p>	<p>As set out in our policy and shown at 2.1 above. The general law is where we have a legal duty to carry out work, such as a gas inspection, unless the complaint meets the definitions in 4.3 of our Complaints Policy.</p>

	<ul style="list-style-type: none"> <li>Matters that have previously been considered under the complaints policy.</li> </ul>			
2.3	Landlords must accept complaints referred to them within 12 months of the issue occurring or the resident becoming aware of the issue, unless they are excluded on other grounds. Landlords must consider whether to apply discretion to accept complaints made outside this time limit where there are good reasons to do so.	YES	This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Sections 4.6 and 4.7)	We will only not accept a complaint for the reasons set out at 2.1 above.
2.4	If a landlord decides not to accept a complaint, an explanation must be provided to the resident setting out the reasons why the matter is not suitable for the complaints process and the right to take that decision to the Ombudsman. If the Ombudsman does not agree that the exclusion has been fairly applied, the Ombudsman may tell the landlord to take on the complaint.	YES	This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 4.7)	This rarely happens. We would not accept a complaint only if it fell in line with any of the exclusions listed in the complaints policy and advised at 2.1 above. Should this occur we would explain the reasons for not accepting the complaints and advise the complainant of the right to take our decision to the Ombudsman. to the complainant and we explain the Ombudsman's process at this time. Our policy states: “ <i>Where a decision has been made not to accept a complaint, a detailed explanation must be provided to the resident setting out the reasons why the matter is not suitable for the complaints process and the right to take that decision to the Ombudsman.</i> ”
2.5	Landlords must not take a blanket approach to excluding complaints; they must consider the individual circumstances of each complaint.	YES	This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> .(Section 4.7)	When considering whether to exclude a complaint from our process we would consider the exclusions shown in our policy, we would also consider the circumstances of the complaint, any vulnerabilities which may have impacted and whether any reasonable adjustments should be considered and take into account our Vulnerable Persons Policy.

### Section 3: Accessibility and Awareness

	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
3.1	Landlords must make it easy for residents to complain by providing different channels through which they can make a complaint. Landlords must consider their duties under the Equality Act 2010 and anticipate the needs and reasonable adjustments of residents who may need to access the complaints process.	YES	<p>The different access channels the customer can use to make a complaint are set out in our Policy document: <i>Compliments, Comments and Complaints</i>. A copy of the policy can be found <a href="#">here</a>.</p> <p>(Section 5.1 and sections 6.1, 6.2, 6.3 and 6.4)</p> <p>The Fairness and Equality Statement can be found <a href="#">here</a>.</p> <p>The Equality and Diversity Policy can be found <a href="#">here</a>.</p>	<p>We have multiple routes available to make a complaint to ensure that our process is accessible and so that customers are given a choice. This includes online, via our website, social media platforms, face to face, over the telephone, email, and in writing. We publish how to complaint on our web, in our HouseProud magazine, on leaflets and on posters.</p> <p>Our policy includes provision for reasonable adjustments. We provide mandatory training on equality and diversity for all employees, including complaint handlers. The complaints policy includes the following statement: <i>“All St Leger Homes staff are trained in equality and diversity to embed understanding about where they may need to adapt normal policies, procedures, or processes to accommodate an individual’s needs. This is mandatory training, the compliance of which is monitored by our Organisational Development team.”</i></p> <p>Our Fairness and Equality Statement 2022 – 2026 sets out that <i>“We are committed to understanding more about the needs of our customers. Collecting, storing and using customer information appropriately enables us to tailor our services to meet their needs.”</i></p> <p>In line with our Equality and Diversity Statement and commitments, we will support the needs of our diverse customers by adapting policies and associated procedures to accommodate an individual’s needs where needed. This includes taking into account the customer’s need and where appropriate changing work practices, for example providing correspondence on coloured paper where requested. A full copy of the Fairness and Equality Statement can be found at <a href="http://www.stlegerhomes.co.uk">www.stlegerhomes.co.uk</a>.</p>

				Our Equality and Diversity Policy sets out that we will ensure we take into account the sensitivities and needs of different groups, including in relation to the equality strands, social and cultural and religious needs and residents with additional support needs.
3.2	Residents must be able to raise their complaints in any way and with any member of staff. All staff must be aware of the complaints process and be able to pass details of the complaint to the appropriate person within the landlord.	YES	Open Housing System – Logging of complaints using Customer Contact  Complaints Procedures; <i>Compliments, Comments and Complaints Policy</i> published on the Internal Intranet; Training for all Service Investigating Officers; Internal Complaints Charter	Our complaints process is that any employee is able to raise a complaint as all customer interaction is logged on our CRM system. Workflow is built into the system to deal with complaints and to ensure they are automatically routed to a Customer Relations Team who process all complaints received. Our complaints processes are publicised on our Internal Intranet System. We have an internal complaints charter video that sets out how to handle complaints. This has been publicised across the organisation.
3.3	High volumes of complaints must not be seen as a negative, as they can be indicative of a well-publicised and accessible complaints process. Low complaint volumes are potentially a sign that residents are unable to complain.	YES	Customer and Performance Committee Minutes;  The published information to the Customer and Performance Committee and the City of Doncaster Council's Overview and Scrutiny Management on the number of complaints can be found <a href="#">here</a> . The latest report to CDC Cabinet on complaints can be found at <a href="#">St Leger Homes Performance Report 202425 Quarter 3 Cabinet Report.pdf</a>	We report the number of complaints we receive on a regular basis to our Executive Management Team, Our Customer and Performance Committee and the City of Doncaster Council's Overview and Scrutiny Management Committee. Complaint numbers and how we are performing against key performance indicators are also reported quarterly to the City of Doncaster Council's Cabinet meetings. We advise that whilst we are working to reduce the number of complaints received, we do not see high volumes as negative. We also publish information on the number of complaints received on our website.
3.4	Landlords must make their complaint policy available in a clear and accessible format for	YES	Policy document: <i>Compliments, Comments</i>	A copy of our Complaints Policy is published on our website. The City of Doncaster Council also has a link to our Policy



	all residents. This will detail the two-stage process, what will happen at each stage, and the timeframes for responding. The policy must also be published on the landlord's website.		<i>and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Sections 7.1 to 7.22)  Complaints Poster; Complaints Leaflet	on their website. The website uses Reach-deck which means that the policy can be translated into different languages or read aloud for those sight impaired. The policy details our 2 Stage complaints process and sets out what will happen at each stage and by when. We also have a number of posters and leaflets that are available across a number of sites setting out the same information.
3.5	The policy must explain how the landlord will publicise details of the complaints policy, including information about the Ombudsman and this Code.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 12.1 – 12.3)	The Policy document states: <i>“We will publicise details of this policy, including information about the Ombudsman and the Housing Ombudsman’s Complaints Code on our website at <a href="http://www.stlegerhomes.co.uk">www.stlegerhomes.co.uk</a>. The same information will also be publicised in our HouseProud magazine on a yearly basis and will be advertised at our main reception.”</i>
3.6	Landlords must give residents the opportunity to have a representative deal with their complaint on their behalf, and to be represented or accompanied at any meeting with the landlord.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 5.2)	Our Policy states that complaints can be received via a Local Authority Councillor, Board Member, MP, Mayor’s Office, or a 3 <sup>rd</sup> party acting on behalf of a customer, with their consent, unless there is a legal basis, under the Data Protection Act 2018, to share personal information with a 3 <sup>rd</sup> party representative without consent.
3.7	Landlords must provide residents with information on their right to access the Ombudsman service and how the individual can engage with the Ombudsman about their complaint.	YES	Stage 1 and 2 response letters; Leaflets; Posters; Information on our website can be accessed <a href="#">here</a> .	We inform tenants in all our complaint responses of the full contact details for the Housing Ombudsman. We also advertise the details of the ombudsman on our web pages. We inform tenants of the right to access the Housing Ombudsman service within our complaint response letters at all stages and provide full contact details. We also advertise the details of the ombudsman on our web pages. We publicise the Meet the Ombudsman Events on our website. We have leaflets and posters providing this information at our reception points.

#### Section 4: Complaint Handling Staff

	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
4.1	Landlords must have a person or team	YES	Structure Chart detailing	We have a centralised a team of Customer Relations

	assigned to take responsibility for complaint handling, including liaison with the Ombudsman and ensuring complaints are reported to the governing body (or equivalent). This Code will refer to that person or team as the 'complaints officer.' This role may be in addition to other duties.		<p>the Customer Relations Team;</p> <p>Customer Feedback Reports to Performance and Scrutiny Committee.</p> <p>Minutes of City of Doncaster Council Overview and Scrutiny Committee can be found <a href="#">here</a>.</p> <p>The latest report to CDC cabinet on complaints can be found at <a href="#">St Leger Homes Performance Report 202425 Quarter 3 Cabinet Report.pdf</a></p>	<p>Officers, who take responsibility for processing complaints. The Complaints Manager in the team is responsible for liaising with the Housing Ombudsman's Office. The same team report quarterly to our Customer and Performance Committee detailing the number of complaints received, how quickly we have responded, key themes and learning.</p> <p>In addition to this, a report is considered by the City of Doncaster's Overview and Scrutiny Committee on the number of complaints received, headline reasons and response times. Complaint numbers and how we are performing against key performance indicators are also reported quarterly to the City of Doncaster Council's Cabinet meetings</p>
4.2	The complaints officer must have access to staff at all levels to facilitate the prompt resolution of complaints. They must also have the authority and autonomy to act to resolve disputes promptly and fairly.	YES	<p>Emails between Service Investigation Officers (SIO) and the Customer Relations Team.</p>	<p>The Customer Relations Team of officers and those investigating complaints have the authority to offer resolutions and remedies. The Customer Relations Team will challenge SIO's where they feel a complaint response does not sufficiently deal with complaint or where the remedy proposed is insufficient. Where approval is required by the relevant area of the business we have procedures in place to ensure that the approval receives a prompt response. There are escalation procedures built in where approval may not be forthcoming by escalation to the relevant Head of Service (i.e., the Head of Customer Services and the relevant Head of Service for the area being complained about.)</p>
4.3	Landlords are expected to prioritise complaint handling and a culture of learning from complaints. All relevant staff must be suitably trained in the importance of complaint handling. It is important that	YES	<p>Internal Complaints Charter;</p> <p>Customer Excellence Training;</p> <p>Complaints Training.</p>	<p>All staff have received Customer Excellence Training which encompassed an element of dealing with complaints. All Service Investigation Officers and Officers in the Customer Relations Team have received detailed complaint training. An internal Customer Charter has recently been completed</p>

	complaints are seen as a core service and must be resourced to handle complaints effectively		You Said We Did can be found <a href="#">here</a>	setting out the various stages of handling a complaint and employees' responsibilities. An e-learning module based on the Customer Charter is also in the process of being produced and this will supplement the face-to-face training and the Charter. Learning from complaints is identified and reported to Customer and Performance Committee and where appropriate to report back to customers using a You Said, We Did approach which is published on our website.
--	--	--	---	--

### Section 5: The Complaint Handling Process

	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
5.1	Landlords must have a single policy in place for dealing with complaints covered by this Code. Residents must not be treated differently if they complain.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> .	We have a single policy for dealing with complaints and have a culture whereby complaints are seen as an opportunity to learn and improve. Other policies which include a reference to complaints will refer to the one policy to ensure consistency of approach across the organisation.
5.2	The early and local resolution of issues between landlords and residents is key to effective complaint handling. It is not appropriate to have extra named stages (such as 'stage 0' or 'informal complaint') as this causes unnecessary confusion.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7 – 7.3, 7.5 and 7.11)	We do not have an informal complaint or Stage 0 complaints stage or informal complaints as part of our procedures. We follow the requirement of criteria 1.2 and 1.4 of the Code.
5.3	A process with more than two stages is not acceptable under any circumstances as this will make the complaint process unduly long and delay access to the Ombudsman.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Sections 7.1 – 7.22) Stage 2 template letter.	Our Policy and process does not have more than 2 stages. All the information we provide to customers such as on the web, leaflets and posters clearly set this out. All Stage 2 responses advise that this is the final stage, the next stage for the complainant being to refer the matter to the Housing Ombudsman Service.

5.4	Where a landlord's complaint response is handled by a third party (e.g., a contractor or independent adjudicator) at any stage, it must form part of the two stage complaints process set out in this Code. Residents must not be expected to go through two complaints processes.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Sections 4.2 and 5.3)	All complaints regarding the services provided by a contractor working on behalf of St Leger Homes are investigated by a St Leger Homes' members of staff. This includes Stage 1 and Stage 2 complaints. Whilst we will contact the contractor to discuss and evidence the complaint, the findings and response sent to the complainant are sent by St Leger Homes.
5.5	Landlords are responsible for ensuring that any third parties handle complaints in line with the Code.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 5.3)	As advised above.
5.6	When a complaint is logged at Stage 1 or escalated to Stage 2, landlords must set out their understanding of the complaint and the outcomes the resident is seeking. The Code will refer to this as "the complaint definition." If any aspect of the complaint is unclear, the resident must be asked for clarification.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7.2); Stage 1 and 2 template letters.	Both our Stage 1 and Stage 2 letters sets out our understanding of the reasons for the complaint and the remedy the customer is looking for. Where this is not clear this is clarified with the complainant. This also forms part of our Stage 2 procedures.
5.7	When a complaint is acknowledged at either stage, landlords must be clear which aspects of the complaint they are, and are not, responsible for and clarify any areas where this is not clear.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7.2) Complaints Procedures	Our complaint procedures set out that where we are not responsible for any aspect of a complaint, that this is included in the acknowledgement letter, together with the reason. The need to manage expectations is covered in our complaint handling training. We would contact the complainant for further information where this is not clear.
5.8	At each stage of the complaints process, complaint handlers must: <ul style="list-style-type: none"> <li>a. deal with complaints on their merits, act independently, and have an open mind;</li> <li>b. give the resident a fair chance to set out their position;</li> <li>c. take measures to address any actual or perceived conflict of interest; and</li> </ul>	YES	Complaints Training; Internal Complaints Charter	Complaints are investigated by the relevant service areas and coordinated by the Customer Relations team to ensure they are completed within timescales and a full and fair response. All Service Investigating Officers and the Customer relations officers have had training to ensure fairness of approach and to ensure complaints are thoroughly investigated and where appropriate backed up by evidence. All Service Investigation Officers receive training on how to investigate complaints to ensure they have the skills and mindset to investigate complaints fairly and

	d. consider all relevant information and evidence carefully.			objectively. This training helps to embed a positive complaints culture throughout the organisation.
5.9	Where a response to a complaint will fall outside the timescales set out in this Code, the landlord must agree with the resident suitable intervals for keeping them informed about their complaint.	Yes	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7.7 and 7.21) Complaints Procedures	Tenants are kept informed and updated during the complaints process and where timescales have been extended outside service standards, we keep the tenant informed by telephone, this is also confirmed in writing. We capture this information in our Housing Management System.
5.10	Landlords must make reasonable adjustments for residents where appropriate under the Equality Act 2010. Landlords must keep a record of any reasonable adjustments agreed, as well as a record of any disabilities a resident has disclosed. Any agreed reasonable adjustments must be kept under active review.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 6.3);  Open Housing System and tenant attribute fields  Equality, Diversity and Inclusion Policy can be found <a href="#">here</a> .	Each complainant has a dedicated Customer Relations Officer. Reasonable adjustments are agreed by conversation with the dedicated officer, and we record any reasonable adjustments regarding method of communications in our Customer Relationship Management system. This includes information on preferred method of contact or specific requirements, which could be by phone, text, email or in writing. For example, we have a number of customers who due to dyslexia request their correspondence on specific coloured paper.  Our Equality and Diversity policy states that we will “ <i>Collect and update data around our customers so we have a better understanding of their needs such as our vulnerable customers so we can overcome any barriers and tailor services to meet their needs.</i> ”
5.11	Landlords must not refuse to escalate a complaint through all stages of the complaints procedure unless it has valid reasons to do so. Landlords must clearly set out these reasons, and they must comply with the provisions set out in section 2 of this Code.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7.22)	We inform tenants in our responses about the right for review and all response letters / emails include full contact details for the Housing Ombudsman. <ul style="list-style-type: none"> <li>• the general law, unless wrongly applied;</li> <li>• requests for new services;</li> <li>• persons or bodies over which SLHD has no control;</li> <li>• Where legal proceedings have started. This is defined as details of the claim, such as the Claim Form and the Particulars of Claim, have been filed at court;</li> <li>• the subject of the complaint occurred more than 12 months ago and/or is already subject to an on-going</li> </ul>

				<p>or resolved complaint;</p> <ul style="list-style-type: none"> <li>• matters that have already been considered under the complaints policy.</li> </ul>
5.12	A full record must be kept of the complaint, and the outcomes at each stage. This must include the original complaint and the date received, all correspondence with the resident, correspondence with other parties, and any relevant supporting documentation such as reports or surveys.	YES	<p>Open Housing – Customer Relationship Management System</p> <p>Document Management System (Enterprise)</p> <p>Complaints Procedures</p>	All customer interaction is logged on our Customer Relations Management system. This captures when a customer contacted us, what about, what action we took as a result and when. This provides a full audit trail of the complaint. Correspondence and emails are all stored on our document management system.
5.13	Landlords must have processes in place to ensure a complaint can be remedied at any stage of its complaints process. Landlords must ensure appropriate remedies can be provided at any stage of the complaints process without the need for escalation.	YES	<p>Goodwill and Compensation Policy</p>	Our aim is to remedy complaints as soon as possible. All staff are aware of this through discussions at Service Management Team meetings and as part of training delivered to Service Investigation Officers. Our Goodwill and Compensation policy sets out how we deal with remedies.
5.14	Landlords must have policies and procedures in place for managing unacceptable behaviour from residents and/or their representatives. Landlords must be able to evidence reasons for putting any restrictions in place and must keep restrictions under regular review.	YES	<p>Policy document: <i>Compliments, Comments and Complaints</i>. A copy of the policy can be found <a href="#">here</a>. (Sections 8.1 – 8.4)</p>	Our Compliments, Comments and Complains policy includes a section on Unreasonable behaviour and unreasonably persistent complainants. The policy references our separate policy Unacceptable Behaviour Policy which sets out how we will address unreasonable behaviour and persistent complainants. We have a set process, procedure and letter template that is followed for this. We have warning procedures in place for all employees to follow for managing unacceptable behaviours.
5.15	Any restrictions placed on contact due to unacceptable behaviour must be proportionate and demonstrate regard for the provisions of the Equality Act 2010.		<p>Policy document: <i>Unacceptable Behaviour Policy; Compliments, Comments and Complaints Policy</i> Section 8.2</p>	This is clearly set out in our Complaints Policy which includes sections for unreasonable behaviour and also sections on reasonable adjustments. All employees undertake mandatory equality and diversity training.

## Section 6: Complaints Stages - Stage 1

	Code requirement	Comply : Yes / No	Evidence	Commentary / explanation
6.1	Landlords must have processes in place to consider which complaints can be responded to as early as possible, and which require further investigation. Landlords must consider factors such as the complexity of the complaint and whether the resident is vulnerable or at risk. Most stage 1 complaints can be resolved promptly, and an explanation, apology or resolution provided to the resident.	YES	Stage 1 and Stage 2 Complaints Procedures; Training for Service Investigating Officers	This is covered in the training delivered to the members of the Customer Relations Team and also is referenced in our complaint procedures.
6.2	Complaints must be acknowledged, defined and logged at stage 1 of the complaints procedure <b>within five working days of the complaint being received.</b>	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7- 7.6)	This is part of our procedures and is in our policy. All complaints are logged and acknowledged within 5 working days of receipt.
6.3	Landlords must issue a full response to stage 1 complaints <b>within 10 working days</b> of the complaint being acknowledged.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7.7)	We aim to respond to most Stage 1 complaints in writing within 10 working days of date of acknowledgement, however this can take longer if the complaint is of a complex nature. If longer, we contact the customer and agree with the resident suitable intervals for keeping them informed.
6.4	Landlords must decide whether an extension to this timescale is needed when considering the complexity of the complaint and then inform the resident of the expected timescale for response. Any extension must be no more than 10 working days without good reason, and the reason(s) must be clearly explained to the resident.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7.7)	As above at 6.3. We do not extend responses beyond an additional 10 working days unless there are extenuating circumstances which we would clearly explain to the resident and follow up in writing.
6.5	When an organisation informs a resident about an extension to these timescales, they must be provided with the contact	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found	We always provide the Housing Ombudsman's contact details where we have informed a complainant about an extension to the response timescales.

	details of the Ombudsman.		<a href="#">here.</a> (Section 7.7)	
6.6	A complaint response must be provided to the resident when the answer to the complaint is known, not when the outstanding actions required to address the issue are completed. Outstanding actions must still be tracked and actioned promptly with appropriate updates provided to the resident.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here.</a> Section 7.3	Our process is to respond to complaints following the completion of the investigation, not when any actions stemming from the investigation have been completed. We record these actions as "promises" made and is part of our procedures. We record these separately and they are monitored by the Customer Relations Team to ensure they are delivered.
6.7	Landlords must address all points raised in the complaint definition and provide clear reasons for any decisions, referencing the relevant policy, law and good practice where appropriate.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here.</a> Section 5.6	A full response is given to the tenant in all cases. The Customer Relations Team provide a check and challenge procedure to ensure all issues raised in a complaint are responded to with full details of the investigation, the reasons the issue occurred, remedial actions to be taken, if applicable and learning.
6.8	Where residents raise additional complaints during the investigation, these must be incorporated into the stage 1 response if they are related and the stage 1 response has not been issued. Where the stage 1 response has been issued, the new issues are unrelated to the issues already being investigated or it would unreasonably delay the response, the new issues must be logged as a new complaint.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here.</a> Sections 7.8 and 7.9	This forms part of our policy and all staff are trained and aware of the procedures.
6.9	Landlords must confirm the following in writing to the resident at the completion of stage 1 in clear, plain language: <ul style="list-style-type: none"> <li>a. the complaint stage;</li> <li>b. the complaint definition;</li> <li>c. the decision on the complaint;</li> <li>d. the reasons for any decisions made;</li> <li>e. the details of any remedy offered to put things right;</li> <li>f. details of any outstanding actions;</li> <li>and</li> <li>g. details of how to escalate the matter</li> </ul>	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here.</a> (Section 5.6)	A full response is given to the tenant in all cases and a template is used by all Service Investigation Officers when responding to complaints. The Customer Relations Officer ensure that all these criteria are followed. There is a procedure in place to make sure all parts of the complaints are answered in one response backed with full details of the investigation and remedial actions if applicable. Details of how to escalate if the complainant is not happy are included with the response.



	to stage 2 if the individual is not satisfied with the response.			
--	--	--	--	--

### Section 6: Complaints Stages - Stage 2

	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
6.10	If all or part of the complaint is not resolved to the resident's satisfaction at Stage 1, it must be progressed to Stage 2 of the landlord's procedure. Stage 2 is the landlord's final response.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7.11)	Our policy and procedures include a Stage 2 review process which is communicated in correspondence to complainants.
6.11	Requests for Stage 2 must be acknowledged, defined and logged at Stage 2 of the complaint's procedure within five working days of the escalation request being received.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7.13)	These timescales are set out in our policy and meet the requirement of the code.
6.12	Residents must not be required to explain their reasons for requesting a Stage 2 consideration. Landlords are expected to make reasonable efforts to understand why a resident remains unhappy as part of its Stage 2 response.	YES	Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7.11)	A resident does not have to provide the landlord with their reasons for expressing dissatisfaction with their Stage 1 complaint. We will communicate with the complainant to establish their reasons for escalating and their desired outcome. However, we will not refuse an escalation request based on the resident not providing their reasons. A Stage 2 response should be a review of the initial stage 1 response. Therefore, reasons for escalation are not required for this review to be carried out.
6.13	The person considering the complaint at Stage 2 must not be the same person that considered the complaint at Stage 1.	YES	This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7.16)	A different Customer Relations Officer will be allocated the complaint at Stage 2. Our procedures is for a Head of Service to review Stage 2 complaints. This is a different person to whom considered the complaint at Stage 1.
6.14	Landlords must issue a final response to the Stage 2 <b>within 20 working days</b> of the complaint being acknowledged.	YES	This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7.20)	The majority of Stage 2 complaints are responded to within 20 days of the Stage 2 acknowledgement, where the complaint is complex and this is not achievable, we advise the complainant.
6.15	Landlords must decide whether an	YES	This requirement is defined	This is included in our complaints policy. As above at 6.14.

	extension to this timescale is needed when considering the complexity of the complaint and then inform the resident of the expected timescale for response. Any extension must be no more than 20 working days without good reason, and the reason(s) must be clearly explained to the resident.		in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7.21)	we do not extend responses beyond an additional 10 working days unless there are extenuating circumstances which we would explain to the resident.
6.16	When an organisation informs a resident about an extension to these timescales, they must be provided with the contact details of the Ombudsman.	YES	This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 7.21)	We always provide the Housing Ombudsman's contact details where we have informed a complainant about an extension to the response timescales.
6.17	A complaint response must be provided to the resident when the answer to the complaint is known, not when the outstanding actions required to address the issue are completed. Outstanding actions must still be tracked and actioned promptly with appropriate updates provided to the resident.	YES	This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . Section 7.3	Our process is to respond to complaints following the completion of the investigation, not when any actions stemming from the investigation have been completed. We record these actions as "promises" made and is part of our procedures. We record these separately and they are monitored by the Customer Relations Team to ensure they are delivered.
6.18	Landlords must address all points raised in the complaint definition and provide clear reasons for any decisions, referencing the relevant policy, law and good practice where appropriate.	YES	This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . Section 5.6	A full response is given to the tenant in all cases. The Customer Relations Team provide a check and challenge procedure to ensure all issues raised in a complaint are responded to with full details of the investigation, the reasons the issue occurred, remedial actions to be taken, if applicable and learning. All Stage 2 reviews are undertaken by a Head of Service who has received full training on how to investigate a complaint.
6.19	Landlords must confirm the following in writing to the resident at the completion of stage 2 in clear, plain language: a. the complaint stage; b. the complaint definition; c. the decision on the complaint; d. the reasons for any decisions made;	YES	This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i> . A copy of the policy can be found <a href="#">here</a> . (Section 5.6)	A full response is given to the tenant in all cases and a template used by all Service Investigation Officers when responding to complaints. The Customer Relations Officer ensure that all these criteria are followed. There is a procedure in place to make sure all parts of the complaints are answered in one response backed with full details of the investigation and remedial actions if applicable. Details of how to escalate if the complainant is not happy are

	<p>e. the details of any remedy offered to put things right;</p> <p>f. details of any outstanding actions; and</p> <p>g. details of how to escalate the matter to the Ombudsman Service if the individual remains dissatisfied.</p>			included with the response.
6.20	Stage 2 is the landlord's final response and must involve all suitable staff members needed to issue such a response.	YES	<p>This requirement is defined in our Policy document: <i>Compliments, Comments and Complaints</i>. A copy of the policy can be found <a href="#">here</a>.</p> <p>(Sections 7.16 and 7.19)</p>	Our Policy sets out that Stage 2 reviews are undertaken and responded to by a Head of Service. The letter to the complainant advises that this is the final response and advises on the contact details of the Housing Ombudsman's Office should the complainant remain dissatisfied. The training undertaken by Heads of Service includes how to fully review and investigate complaints.

### Section 7: Putting things right

	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
7.1	<p>Where something has gone wrong a landlord must acknowledge this and set out the actions it has already taken, or intends to take, to put things right. These can include:</p> <ul style="list-style-type: none"> <li>• Apologising;</li> <li>• Acknowledging where things have gone wrong;</li> <li>• Providing an explanation, assistance or reasons;</li> <li>• Taking action if there has been delay;</li> <li>• Reconsidering or changing a decision;</li> <li>• Amending a record or adding a correction or addendum;</li> <li>• Providing a financial remedy;</li> </ul>	YES	<p><i>Goodwill and Compensation Policy</i>;</p> <p>Complaint responses at Stage 1 and Stage 2.</p> <p><i>Compliments, Comments and Complaints Policy</i> Section 5.6. A copy of the policy can be found <a href="#">here</a>.</p>	Where a complaint is upheld, we provide a detailed explanation highlighting the improvements made and an apology. Our Goodwill and Compensation Policy supports the approach we will take to putting things right.

	<ul style="list-style-type: none"> <li>Changing policies, procedures or practices.</li> </ul>			
7.2	Any remedy offered must reflect the impact on the resident as a result of any fault identified.	YES	<i>Goodwill and Compensation Policy;</i>  Ombudsman's Remedies Guidance.	All decisions and resolutions to complaint cases are dealt with on a case-by-case basis and reviewed in line with our Goodwill and Compensation policy and by reference to the Housing Ombudsman's remedies guidance which we publish on our Intranet. The Customer Relations Team act as a check and challenge with regard to the remedies proposed by Service Investigating Officers to ensure any remedy offered reflects the impact on the resident.
7.3	The remedy offer must clearly set out what will happen and by when, in agreement with the resident where appropriate. Any remedy proposed must be followed through to completion.	YES	Examples of responses to complaints.	This information is included in the response to the complainant. The Customer Relations Team track promises made to ensure these are actioned.
7.4	Landlords must take account of the guidance issued by the Ombudsman when deciding on appropriate remedies.	YES	<i>Goodwill and Compensation Policy;</i> Ombudsman's Remedies Guidance published on our Intranet and referenced in our Internal Complaints Charter.	Any remedy is awarded in line with our Goodwill and Compensation Policy and guidance issued by the Housing Ombudsman. The Housing Ombudsman's guidance is published on our Intranet and referenced in our Internal Complaints Charter.

### Section 8: Putting things right

	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
8.1	Landlords must produce an annual complaints performance and service improvement report for scrutiny and challenge, which must include: <ul style="list-style-type: none"> <li>a. the annual self-assessment against this Code to ensure their complaint handling policy remains in line with its requirements.</li> <li>b. a qualitative and quantitative analysis of the landlord's complaint</li> </ul>	YES	Annual Report to Overview and Scrutiny Management Committee (City of Doncaster Council) which can be found <a href="#">here</a> .  Performance Reports to Customer and Performance Committee;  Self-Assessment reported to Board annually which can be	Our performance is reported annually to the City of Doncaster's Council's Overview and Scrutiny Management Committee in September.  Complaint numbers and how we are performing against key performance indicators are also reported quarterly to the City of Doncaster Council's Cabinet meetings.  St Leger's Board receives a report annually to approve the self-assessment against the Housing Ombudsman's

	<p>handling performance. This must also include a summary of the types of complaints the landlord has refused to accept;</p> <p>c. any findings of non-compliance with this Code by the Ombudsman;</p> <p>d. the service improvements made as a result of the learning from complaints;</p> <p>e. any annual report about the landlord's performance from the Ombudsman; and</p> <p>f. any other relevant reports or publications produced by the Ombudsman in relation to the work of the landlord.</p>		<p>found <a href="#">here</a>.</p> <p>Annual Complaint and Service Improvement Report which can be found <a href="#">here</a>.</p> <p>The latest report to CDC cabinet on complaints can be found at <a href="#">St Leger Homes Performance Report 202425 Quarter 3 Cabinet Report.pdf</a></p>	<p>Complaints Code.</p> <p>1/4ly and year end performance is also reported to our Customer and Performance Committee. Reports and publications from the HO such as spotlight reports are considered by the Executive Management Team. All this data is pulled together in an annual report which is considered by Board, reviewed by the Member Responsible for Complaints and reported by Executive Decision to the City of Doncaster Council;</p>
8.2	<p>The annual complaints performance and service improvement report must be reported to the landlord's governing body (or equivalent) and published on the section of its website relating to complaints. The governing body's response to the report must be published alongside this.</p>	YES	<p>Overview and Scrutiny Management Committee Report can be found <a href="#">here</a>.</p> <p>Customer and Performance Committee Report can be found <a href="#">here</a>.</p> <p>Customer and Performance Committee Minutes reported to Board can be found <a href="#">here</a>.</p>	<p>Our annual complaints performance is reported annually to the City of Doncaster's Council's Overview and Scrutiny Management Committee in September. The response and questions asked are taken down as minutes and are available on the CDC website.</p> <p>We publish our complaint performance on a quarterly basis on our website, this shows the cumulative position and therefore the position at year-end.</p> <p>Committee response to these reports are taken down as minutes and available on the SLHD website under the Board Reports section.</p>
8.3	<p>Landlords must also carry out a self-assessment following a significant restructure, merger and/or change in procedures.</p>	YES	<p>Self-Assessment reported to Board which can be found <a href="#">here</a>.</p>	<p>The complaints code is taken into account where there are significant changes within the organisation that may impact on whether we are compliant with the code. The self-assessment is undertaken within the Customer Relations Team, who review the code and any impact. Senior managers are aware of the need to advise the Customer Relations Team of any significant changes.</p>
8.4	<p>Landlords may be asked to review and update the self-assessment following</p>	YES	<p>Self-Assessment reported to Board should this arise.</p>	<p>We will fully comply with this should this arise</p>

	an Ombudsman investigation.			
8.5	If a landlord is unable to comply with the Code due to exceptional circumstances, such as a cyber incident, they must inform the Ombudsman, provide information to residents who may be affected, and publish this on their website Landlords must provide a timescale for returning to compliance with the Code.	YES	Evidence will be provided should this occur	We will fully comply with this should this arise

### Section 9: Scrutiny & oversight: continuous learning and improvement

	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
9.1	Landlords must look beyond the circumstances of the individual complaint and consider whether service improvements can be made as a result of any learning from the complaint.	YES	Annual Complaint and Service Improvement Report which can be found <a href="#">here</a> . Customer and Performance Committee Customer Feedback Report which can be found <a href="#">here</a> .	We use learning from complaints to change the way in which we deliver our services and publish this on our website under our 'You Said, We Did' section. Complaints are also taken into account when reviewing policies. We publish learning in the Annual Complaint and Service Improvement Report and report this to our Customer and Performance Committee. Learning is also identified by Service Investigating Officers as part of the initial investigation of the complaint.
9.2	A positive complaint handling culture is integral to the effectiveness with which landlords resolve disputes. Landlords must use complaints as a source of intelligence to identify issues and introduce positive changes in service delivery.	YES	You Said, We Did on the website <a href="#">here</a> ; Customer Excellence Training; Customer and Performance Committee Customer Feedback Report which can be found <a href="#">here</a> .	A positive complaint handling culture is promoted across the organisation using a variety of methods. Our Customer Excellence training focused on the customer and complaints. Our internal Customer Charter has a specific section about learning. Feedback from complaints is discussed at Leadership level and individual team level to inform changes in service delivery and improvements. The Customer Relations Team support all staff to be fully engaged in the complaints process. Feedback from complaints is used to inform policy and strategies and learning and is reported to Customer and Performance Committee.
9.3	Accountability and transparency are also integral to a positive complaint handling culture. Landlords must report back on wider learning and	YES	You Said, We Did on the website <a href="#">here</a> ; Customer and Performance Committee Customer Feedback	We advise the complainant of our failures (where applicable) and the actions we have taken to address these. We report to EMT, Customer and Performance Committee and Board on complaints performance and

	improvements from complaints to stakeholders, such as residents' panels, staff and relevant committees.		Report which can be found <a href="#">here</a> ; Annual Report to Overview and Scrutiny Management Committee (City of Doncaster Council) which can be found ; Annual Complaint and Service Improvement Report which can be found <a href="#">here</a> .	learning as well as to the City of Doncaster's Overview and Scrutiny Member Committee. Our Tenant Scrutiny Panel Complaint Sub Group periodically review a selection of complaint responses each quarter and report back their findings. These are shared with Heads of Service to improve service delivery and to share learning. The Annual Complaint and Service Improvement report includes a section on complaints and the changes we have made as the result of learning from complaints.
9.4	Landlords must appoint a suitably senior lead person as accountable for their complaint handling. This person must assess any themes or trends to identify potential systemic issues, serious risks, or policies and procedures that require revision.	YES	Complaint Performance Reports to EMT; Customer and Performance Committee Customer Feedback Report which can be found <a href="#">here</a> .	The senior lead person accountable for complaints is our Chief Executive who is provided with the organisational overview of performance via reports to the Executive Management Team and Board.
9.5	In addition to this a member of the governing body (or equivalent) must be appointed to have lead responsibility for complaints to support a positive complaint handling culture. This person is referred to as the Member Responsible for Complaints ('the MRC').	YES	Minute of Board meeting 7 <sup>th</sup> March 2024 can be found on our website <a href="#">here</a> . (Under April 2024 – Agenda point 6)	The Portfolio Holder for Housing from City of Doncaster Council is designated Member Responsible for Complaints (MRC) we also have a Board Member Complaint Champion.
9.6	The MRC will be responsible for ensuring the governing body receives regular information on complaints that provides insight on the landlord's complaint handling performance. This person must have access to suitable information and staff to perform this role and report on their findings.	YES	Minute of Board meeting 7 <sup>th</sup> March 2024 can be found on our website <a href="#">here</a> . (Under April 2024 – Agenda point 6) Customer and Performance Committee Customer Feedback Report which can be found ; Report to City of Doncaster Council's Overview and Member Scrutiny Committee. Annual Complaint and Service Improvement Report which can be found <a href="#">here</a> .	The Housing Portfolio Holder (Member Responsible for Complaints) at the City of Doncaster Council and a Tenant Board Member ( Board Member Complaint Champion) fulfil this role for the ALMO.  The Member Responsible for Complaint and the Board Member Complaint Champions are provided with reports submitted to the Customer and Performance Committee which detail volumes, trends, and outcomes from complaints, along with complaint handling performance as reported in the Minutes of Board meetings. They are also be provided with updates from the Housing Ombudsman's office on the outcomes of Ombudsman's investigations. The Board Member Complaint Champion is a member of

			<p>The latest report to CDC cabinet on complaints can be found at <a href="#">St Leger Homes Performance Report 202425 Quarter 3 Cabinet Report.pdf</a></p>	<p>our Customer and Performance Committee to ensure regular reporting and insight into complaint performance. The MRC meets with the Chief Executive on a regular basis to ensure they have the information required to fulfil their role as MRC. They have oversight of the annual performance report prior to this being submitted to the City of Doncaster Council's Overview and Scrutiny Management Committee and also the Annual Complaint and Service Improvement report, which they are required to comment on.</p> <p>They have a dedicated channel within Microsoft Teams to access relevant complaint information including best practice documents, spotlight reports and performance reports. The Complaint numbers and how we are performing against key performance indicators are also reported quarterly to the City of Doncaster Council's Cabinet meetings.</p>
9.7	<p>As a minimum, the MRC and the governing body (or equivalent) must receive:</p> <ol style="list-style-type: none"> <li>regular updates on the volume, categories and outcomes of complaints, alongside complaint handling performance;</li> <li>regular reviews of issues and trends arising from complaint handling;</li> <li>regular updates on the outcomes of the Ombudsman's investigations and progress made in complying with orders related to severe maladministration findings; and</li> <li>annual complaints performance and service improvement report.</li> </ol>	YES	<p>Performance Reports to Customer and Performance Committee; Annual Report to Overview and Scrutiny Management Committee (City of Doncaster Council) which can be found; Annual Complaint and Service Improvement Report which can be found <a href="#">here</a>.</p>	<p>As indicated above at 9.6. This information is reported to Customer and Performance Committee on a ¼ly basis. In addition, the City of Doncaster Council's Overview and Scrutiny Management Committee receives a yearly report on complaints to enable effective challenge.</p> <p>The self-assessment against the Complaint Handling Code is considered by Board each year and shared with the Tenant Board Complaint Champion and MRC. Board receive a report on outcomes from the Housing Ombudsman's findings of maladministration. These are also shared with the Member Responsible for Complaints and the Tenant Board Complaint Champion.</p> <p>The Board approves the Annual Complaint and Service Improvement Report. This is also reported to the City of Doncaster Council Members via a signed Executive Decision Order by the Member Responsive for Complaints; Doncaster Council's Housing Portfolio Holder.</p>



9.8	<p>Landlords must have a standard objective in relation to complaint handling for all relevant employees or third parties that reflects the need to:</p> <ul style="list-style-type: none"> <li>a. have a collaborative and co-operative approach towards resolving complaints, working with colleagues across teams and departments;</li> <li>b. take collective responsibility for any shortfalls identified through complaints, rather than blaming others; and</li> <li>c. act within the professional standards for engaging with complaints as set by any relevant professional body.</li> </ul>	YES	<p>Customer Feedback Reports to Customer and Performance Committee; Values and behaviours documents</p>	<p>This is an objective that is set for the organisation. Our leadership team work collaboratively to ensure that we are compliant with the Housing Ombudsman's code and to ensure that complaint are dealt with fairly and effectively. Our aim is to embed a positive complaints culture across the organisation and to ensure that learning from complaints is used positively to improve the customer experience and to ensure that where we have fell short we put in place appropriate remedies. Training which is underpinned through our values and behaviours which incorporate the specific professional standards set by the Chartered Institute of Housing. We are currently reviewing the professional qualifications of all employees to ensure we will be compliant with the requirement in the consumer standards.</p>
-----	--	-----	---	--

# ST LEGER HOMES OF DONCASTER

## Board Meeting Briefing Note

<b>Title:</b>	Tenant Voice Strategy – Action Plan Update
<b>Action Required:</b>	Board Members to note progress to date
<b>Item:</b>	10
<b>Prepared by:</b>	Jackie Linacre, Head of Customer Services
<b>Date:</b>	03 April 2025

### 1. Background

- 1.1 The Tenant Voice Strategy 2022 – 2026 was approved by Board in April 2022. It sets out our strategic commitment to ensuring we properly engage and listen to tenants to take into account their views.
- 1.2 The Strategy sets out 5 key commitments:
- Widen the opportunities for more tenants to be able to be involved.
  - Ensure tenants are at the centre of decision-making at every level; influencing services across the organisation.
  - Support tenants to gain the knowledge, experience, and confidence, so they feel their contribution has value and impact.
  - Create a culture of mutual trust and transparency so that tenants can question and challenge effectively.
  - Ensure the environment is right so that Involvement is everyone’s business
- 1.3 An action plan has been developed to support the delivery of the five commitments above. Performance against the action plan is reviewed by the One Voice Forum as part of their role in monitoring and challenging delivery.
- 1.4 Updates against the actions are reported to Board on an annual basis so that Board can have a strategic overview of progress on delivering the Strategy to ensure we have a strong culture of involvement which drives business improvements for our tenants.
- 1.5 Actively engaging tenants in how we deliver our services through their involvement in shaping our policies and strategies and challenging how we are delivering against these builds trust and transparency which aligns with the Regulator of Social Housing’s Tenant Involvement and Empowerment consumer standard.

## **2. Progress**

- 2.1 The Strategy is in its final year and good progress continues to be made on the actions contained in the plan and the achievement of milestones. A detailed action plan setting out the actions delivered against each of the commitments shown above is attached at Appendix A.
- 2.2 Many of the actions were top loaded to be delivered in the first few years of the Strategy as they were needed to support the achievement of one of the core actions, which is to successfully gain the national Tpas (Tenant Engagement Experts) Exemplar Accreditation by the end of 2025. The achievement of Tpas Exemplar Accreditation and the process we will need to go through to gain accreditation will underpin our overall commitment of listening to and working with our customers and will be part of our evidence of compliance against the Consumer Standards.
- 2.3 In addition to delivering the actions identified at Appendix A additional work has also taken place to ensure that tenants are involved and engaged to influence and challenge our services. These included:
- The implementation of a Tenant Scrutiny Panel Complaint Sub-Group. The group reviews a sample number of complaints and responses to ensure we are compliant with the Housing Ombudsman's Complaints Code and are learning from complaints;
  - Review of the tenant remuneration package to ensure tenants are valued for the contributions they make;
  - Production of a tenant development pathway to support tenants on various engagement groups and to aid succession to a Tenant Board Member role;
  - Tenant involvement in the appoint of key posts within the organisation;
  - The format of the Tenant Voice 1/4ly update report to Customer and Performance Committee has been changed to include narrative on outcomes that demonstrate the impact of customer engagement.
- 2.4 Actions for delivery in the final year of the Strategy are shown separately on Appendix B in the Year 4 Action Plan. This includes actions that have been carried forward from the previous year and new actions which have been identified to further improve engagement and involvement and actions due to delivery in 25/26, either from Savill's mock inspection, Tpas exemplar status, learning from good practice, or feedback from tenants.
- 2.5 Some of the actions and milestones are cross cutting and will help achieve more than one of the five commitments headlined in the Tenant Voice Strategy. Where this is the case, the headline actions to deliver the commitments in the Strategy have been grouped together against the milestones to be achieved.

## **3. Progress to date**

- 3.1 There are 74 milestone actions to be achieved during the lifespan of the Strategy and good progress has been made.
- 3.2 92% of actions have been completed. Some of the actions are on-going and will continue throughout all four years of the delivery plan. Headline progress is shown below:
- 69 actions have been completed, some of which are on-going;
  - 1 action has commenced and is in target to complete in timescale – successfully achieve Tpas exemplar status. This has been carried forward to the Year 4 action plan.
  - 2 actions are on-going - Increase the amount of tenant profiling data we hold to

identify the diversity and any vulnerability of tenants and tailor consultation with under-represented groups to increase involvement and tailor services to meet their needs and improve engagement with our under-represented groups – these have been carried over to the Year 4 Action Plan to ensure continued focus;

- 1 action will commence when One Housing is implemented – investigate use of One Housing to increase customer profile information – this has been carried forward to the Year 4 action plan.
- 1 action has slipped - Undertake a skills audit which is now linked to the implementation of a Tenant Development Pathway to be considered by Board in June 2025 – this has been carried forward to the Year 4 action.

Any actions not delivered have been moved to the Year 4 action plan at Appendix B to be delivered with additional actions identified for Year 4.

## **4. Impacts**

4.1 The difference we have made to tenant engagement and some of the subsequent keys impacts on service delivery following the implementation of the actions during the lifespan of the Strategy are shown below:

### **4.1.1. Impact on engagement**

- 81% (+2% compared to 2023/24) of tenants satisfied in 2024/25 that we keep them informed about the things that matter to them;
- 75% (+3% compared to 2023/24) of tenants satisfied in 2024/25 we listen to their views and act upon them;
- One Voice Forum involved in 51 consultations linked to policies, strategies and improved ways of working since 2023;
- 216 members of GIG, an increase of 40 compared to April 2024 of which 59 have identified as disabled, 13 have identified as being in a minority ethnic group and 2 identify as LGBTQ+;
- 16 tenant members of OVF;
- Sub Group of Tenant Scrutiny Panel established to review a sample number of complaints to ensure adherence to the Housing Ombudsman's Complaint Code;
- TSP programme of scrutiny reviews developed for 24/25 - Rewards and Incentives Scheme and Damp, Mould and Condensation Policy;
- New Digital Tenant Review Hub set up comprised of engaged tenants supporting to review key communications, including web and HouseProud;
- Successful delivery of Tenant Celebration Event in a new format with nearly 150 in attendance, celebrating all the great work our groups and tenants are doing to improve our housing services and neighbourhoods where they live.
- We feedback to wider tenants by publishing the impact tenant representatives have had on the services using our You Said, We Did' webpage;
- Tenants involved in the appointment of the Director of Corporate Services and the Head of Housing Services.

### **4.1.2 Key Impact on services**

- Improvements to how we deliver our repairs and maintenance services following a review of the repairs and maintenance policy – Tenant Satisfaction survey results for 24/25 on satisfaction with repairs show 81% of tenants satisfied. An increase of 1% compared to the previous year. Satisfaction with the time taken to complete repairs in 24/25 is 76%, an increase of 3% compared to the previous year;
- Customers' Own Improvement Policy updated following consultation to include a

provision for customers to have more autonomy to make their house a home without due input from us.

- Tenant feedback helped inform a new Housing Management Policy in 2023 supporting a robust, effective, and inclusive housing management service. Our performance is top quartile 1 23/24 compared to all housing providers for listening to tenants views and acting on them and for keeping tenants informed on things that matter to them;
- Shaped and informed a new Vulnerable Person's Policy to address the specific needs of vulnerable tenants, supporting an inclusive and transparent service delivery;
- Designation of a Tenant Board Member Complaint Champion to ensure tenant complaints are handled effectively and in accordance with the Housing Ombudsman's Complaint Code;
- Reviewed our self-assessment against the Housing Ombudsman's statutory Complaints Code to ensure compliance;
- Involved in the consultation on 2025/26 rent increases;
- Helped to shape the production of an Unreasonable Behaviour Policy;
- Consultation with tenants at the One Voice Forum helped inform the final Mandatory Occurrence Reporting procedures for high-rise buildings, introduced under the Building Safety Act 2022.

## **5. Recommendations**

5.1 That Board note progress to date

## **6. Background Papers: The Tenant Voice Strategy**

**7. Author:** Jackie Linacre, Head of Customer Services

### TENANT VOICE STRATEGY ACTION PLAN

#### Overarching commitments and outcomes:

C1 - Commitment: Widen the opportunities for more tenants to be able to be involved.

C2 - Commitment: Ensure tenants are at the centre of decision-making at every level; influencing services across the organisation.

C3 - Commitment: Support tenants gain the knowledge, experience and confidence, so they feel their contribution has value and impact.

C4 - Commitment: Create a culture of mutual trust and transparency so tenants can question and challenge effectively.

C5 - Commitment: Ensure the environment is right so that involvement is everyone's business.

Headline Actions to deliver our Commitments	Target	Lead	Milestone Actions	Status	Measures and Outcomes
Achieve TPAS Accreditation	Mar 2023	CISM	Successfully achieve TPAS accreditation.	Completed	TPAS accreditation achieved.
Produce jargon-free, clear communications and no-nonsense guides.	Jul 2023	HOCS/ E&CSM	Conduct an external communication survey and feed any learning into improved communications.	Completed. Awaiting analysis of the feedback to inform future communication strategy	Increase in the % of tenants satisfied that are communications are understandable and easy to read – measured through Transactional Surveys;
			Review the Editorial Panel's Terms of Reference to ensure they are fit for purpose, review tenant representation to ensure it includes a diverse range of tenants and promote across the organisation.	Completed. The panel has been refreshed and renamed the Tenant Review Hub.	
			Review website content to ensure use of plain English across all pages.	Completed and tenants were	

				involved in the review of the revised website at testing stage.	
			Review SLHD's letter writing guidance to ensure communications are tenant reader friendly.	Completed. We have also introduced a Tenant Review Hub to review and comment on key tenant publications. They have recently been involved in a review of our HouseProud magazine.	
Develop our communications through a dedicated Communications Plan and our community champions.	Jun 2023	E&CSM	Review the existing communication plan in partnership with tenants to identify and implement improvements and opportunities to build on connections with community champions.	Completed	Increase in the feedback received from community champions.  Measured through face-to-face discussions and surveys

<p>Publicise how we can support tenants to be involved.</p> <p>Publish the support we provide to ensure groups and individuals can play an active role</p> <p>Encourage and interact with tenants on social media, acting on what they say</p>	Jun 2023	E&CSM	Review of the Customer Involvement section of the SLHD website setting out all the benefits of being involved	Completed and updated the website.	<p>Increase in the number of tenants involved on TSP, OVF and GIG.</p> <p>% increase in the tenant satisfied that we keep them informed about things that matter to them.</p>
			Develop a marketing plan setting out regular promotional content throughout the year – including HouseProud, web, social media, Voicescape, tenant talk (Blog) I	Completed and on-going. Various communications have taken place using Facebook and the website to promote how tenants can be involved in influencing our services.	
	Aug 2023	E&CSM	Review the basket of involvement options and publicise across all communication channels.	Completed and published our website.	
			Develop a Consultation Toolkit to ensure good practice and standards are followed and feedback is provided on service improvements and difference made.	Completed and links to the basket of involvement options below.	
Provide a broader range of opportunities for tenants to be involved in ways that suit them avoid a `one size fits all.'	Aug 2023	E&CSM	Review the basket of involvement options that we have for tenants to be involved and publicise across communication channels.	Completed and published on our website.	



	July 2023	E&CSM	Attend various diversity Group Forums to talk about the different ways in which diverse tenants can get involved.	Completed	Increase in the number of diverse tenants involved in tenant representative groups.
	July 2023	E&CSM	Conduct a communication survey to gather feedback on the involvement options.	Completed – consulted with and GIG on Tenant Voice Charter which shows how we engage and involve tenants.	
<p>Develop more opportunities for self-service with quick, easy ways to rate services and give us feedback.</p> <p>Extend our reach by improving our website and other media channels to display useful, relevant and up to date information.</p> <p>Develop modern, digital ways for tenants to stay in touch.</p>	Sept 2023	HOCS/ HoIT	Undertake customer journey mapping, involving service areas and customer representatives to capture how customers access and feedback on our services.	Completed	Increase in the number of tenants accessing our services digitally.
			Review the SLHD website to ensure customers have easy access to feedback on services.	Completed with tenant involvement. A member of TSP was part of the implementation group.	% of Customers satisfied that the website provides easy access and opportunities to feedback on services.
			In partnership with the Digital Tenants Academy producing a video outlining the complaints procedures.	Completed but awaiting information on publication.	Increase in the number of ways customers can feedback on our services. Increase in number of tenants using Voicescape for consultation and feedback.
			Investigate the use of chat bot technology and report to Digital	Investigation completed. Being	

			Transformation Board with recommendations.	reviewed in conjunction with the implementation of an upgraded telephony system.	
			Extend the use of VoiceScape to capture transactional feedback and additional opportunities for tenant feedback.	Completed and transactional feedback is reported to Customer and Performance Committee.	
			Extend the use of Teams to encourage more tenants to attend tenant representative meetings.	Completed. Tenants participate in TSP and OVF meeting remotely.	
Provide regular feedback to illustrate how tenants' views and contributions are acted on. Demonstrate how we can learn from complaints when we get it wrong and how tenants are involved in this.	On-going	E&CSM	Regular You Said, We Did articles published in HouseProud, Web and social media, including feeding back on outcomes from consultation, TSP reviews and learning from complaints.	Completed and on-going	% of tenants satisfied that we listen to their views and acts upon them.
Publish key performance, financial and budgetary information regularly and clearly to tenants	Various	E&CSM	Produce the Annual Review document and video and publicise key performance, including TSM feedback, in HouseProud, through social media and on the SLHD website.	Completed and produced annually.	Performance and budgetary information provided, updated and written in plain English.

Develop and facilitate special interest groups and consultation events on the issues that matter to tenants.	Sept 2023	E&CSM	Collect customer profile information for all the GIG members and collect routinely as part of all future consultation exercises.	Completed and on-going	Increase in number of tenants involved from under-represented groups.
			Improve engagement with under-represented groups by ensuring SLHD representation at various group meetings, such as the Minorities Partnership Group.	Completed and on-going	
			Develop a marketing plan, considering the different ways in which we can encourage engagement, particularly with under-represented groups.	Completed and on-going	
			Customer Involvement Officers to attend various equality and diversity meetings with the Equalities and Diversity Manager to forge connections with various under-represented groups.	Completed and on-going but we are about to embark on a further piece of work to increase under-represented groups.	
			Implement a system of horizon scanning within the Customer Involvement Team to ensure timely communication and consultation with tenants on service delivery issues that matter to them.	Completed	
			Establish a One Voice Forum (OVF) with tenant representatives leading to support the Involve, Inform, Consult and Collaborate engagement model and the delivery of the Tenant Voice Strategy.	Completed. Forum established January 2023 is impacting on how we deliver our services.	

<p>Ensure tenants are fully involved in the initial project planning, delivery and monitoring of regeneration or other changes affecting them. Involve tenants in the production of key policies and procedures. Develop a One Voice Forum so tenants can influence decision-making, monitor and oversee the Tenant Voice Strategy; keeping us connected to local issues. Consult on and develop a One Voice Forum involving representatives from TARAs and GIG/ C4 Ensure the Tenant Voice Strategy involves meaningful monitoring by tenants – through the One Voice Forum.</p>	On-going	E&CSM	<p>Establish a programme of scrutiny reviews to ensure the delivery efficient and effective services, which impact positively on our tenants.</p>	Completed and reviews form part of TSP forward plan.	<p>Forward Plan developed and agreed by One Voice Forum for 2024/25</p>
			<p>Gather customers' views to inform the Ombudsman's consultation on a single Complaints Code that will the approach to complaint handling across local government Social Care.</p>	Completed and new Complaint Code implemented April 2024.	<p>Number of key policies tenants involved in shaping.</p>
			<p>E&amp;CSM to meet with all Heads of Service to embed a culture of customer involvement across the organisation.</p>	Completed	<p>Programme of scrutiny reviews developed for 2024/25</p>
	Early 23/24	HOCS	<p>Assign partners within the Customer Involvement and Communications Team to work more collaboratively with Services across the business.</p>	Completed and driving the involvement of all areas of the business in engagement activities.	<p>% of customer satisfied that we listen to their views and acts upon them.</p>
<p>Encourage staff and teams to report on how they have listened and responded to tenants' views. Embed a culture of listening to, responding to and learning from tenants.</p>	May 2023	E&CSM	<p>Involve tenants and tenant representative groups in the in the review of the Customer Charter and Service Standards.</p>	Completed. Charter and Service Standards informed by discussions at OVF.	<p>% of customer satisfied that we listen to their views and acts upon them.</p>

Tenants genuinely involved in shaping services, setting standards, as well as monitoring and scrutinising these.	Oct 2023	E&CSM	Establish a Forward planning process to embed the One Voice Forum as a key tenant representative group.	Completed	
	Jul 2023	HOCS	Establish clear Terms of Reference for the OVF and ensure all Teams are aware.	Completed	
Ensure tenants are at the heart of our Governance arrangements.	Dec 2023	E&CSM	Introduce yearly report from the Chair of the OVF.	Completed	Yearly report from the Chair of the OVF
	Jan 2023	E&CSM	Regular You Said, We Did articles published in HouseProud and on the Web, feeding back from tenants on consultation, complaints and TSP reviews.	Completed and on-going	
	Jan 2024	E&CSM	Produce and publicise the Annual Review document and Video.	Completed and produced annually	Customer Involvement Quarterly Report
	On-going	E&CSM	Quarterly Tenant Voice Report to EMT.	Completed and on-going and report recently revamped to make it more meaningful.	Improved feedback to customers on the difference their contributions and feedback has made.
	Sept 2023	HOCS	Develop and implement a process for the One Voice Forum and Board to oversee and monitor SLHDs against RSH Consumer Standards.	Completed and on-going. OVF and TSP have been involved in mock assessment carried out by Savills.	

	On-going	E&CSM	Produce a Tenant Involvement Charter	Completed and published on our website.	
	2024	GSM/ HoFS	Review the incentive and rewards scheme we offer to our tenant representatives.	Completed. Report to Customer and Performance Committee in May 2025.	
Develop a Tenant Involvement Charter to set out what tenants and tenant groups can expect from us when they decide to be involved.	Aug 2023	E&CSM	Refresh the format of the Tenant Choice Awards to make them more inclusive and celebratory.	Completed and successfully launched.	% of customers involved in tenant representative groups. Measured by yearly tenant representative surveys.
Make tenant involvement rewarding, sociable and enjoyable - celebrating our tenants and successes	July 2023	E&CSM	Review the Tenant Voice Model Governance Structure	Completed	Increased number of applications for the awards.
	Feb 2023	E&CSM	Ensure tenants groups are supported and aware of the opportunities to respond to the Government's consultation on the Directions government will issue in advance of the Regulator of Social Housing's consultation on consumer standards and the code of practice on consumer issues.	Completed and TSP and OVF continuously apprised and involved in the impact of the Regulator's consumer standards.	Increased attendance by tenant groups and partners.  Positive feedback about the event.

Ensure tenants play a key role in our Governance and scrutiny	Dec 2023	E&CSM	Review TSPs Terms of Reference (TORs) taking into account the role of the OVF and reporting arrangements.	Completed and endorsed by TSP and OVF.	Governance structure reviewed and any changes approved by Board.
	May 2023	E&CSM	Review the Tenant Appeal Panel processes and identify any areas of training or support.	Completed. The Tenant Appeal Panel was replaced by the TSP Complaint Sub Group.	Improved opportunities for tenants to be involved in shaping statutory regulations.
Ensure tenants are equipped to be able to scrutinise aspects of service delivery and report back for improvements to be actioned	Dec 2023	E&CSM	Explore how we can use technology to identify funding opportunities for community groups	Completed. We access funding opportunities via automated newsletters and voluntary action Doncaster and CDC.	Increase in the number of tenants overall satisfied with the services we provide – Measured through transactional surveys and Tenant Satisfaction Measures.
	Jul 2023	CESM	Develop a process to ensure action plans and service improvements plans from TSP are fed back to tenants.	Completed. A forward plan has been established to ensure TSP are updated on actions arising from scrutiny reviews.	

	Mar 2023	E&CSM	Consult with the OVF on a suite of key performance indicators to measure the delivery and effectiveness of the actions to deliver the commitments in the Tenant Voice Strategy. Take into account Customer Charter standards and TSMs.	Completed and reviewed annually.	
	July Aug 2023	E&CSM	Deliver a programme of training events to support tenants to be involved in the delivery of our services.	Completed and ongoing. TSP and OVF have been involved in various training programmes through TPAS	% of customer satisfied that we listen to their views and acts upon them.
Develop a suite of Key Performance Indicators and Service Standards to deliver on the Tenant Voice Plan of Action.	Jun 2023	E&CSM	Explore the use of TPAS national training programme to ensure that all interested tenants are supported to have the skills and training needed to become actively involve	Completed and ongoing. TSP and OVF have been involved in various training programmes through TPAS. A tenant development pathway will be considered by Board in June 2025.	Suite of performance indicators which can be tracked by the OVF



<p>Develop and publish a programme of training for involved tenants, TARAs, etc;                  Use the skills and experience of our involved tenants to optimum use and offer a programme of training, mentoring and networking opportunities to strengthen their contributions.                  Carry out a skills audit of GIG to explore opportunities for peer mentoring and training.</p>	<p>Oct 2023</p>	<p>E&amp;CSM /OD</p>	<p>Explore opportunities to work in partnership with local colleges to identify opportunities to promote learning across our tenant base.</p>	<p>Completed</p> <p>The WOW Academy working in partnership with Doncaster College has helped many tenants into work with others improving their skills and chances of employment.</p>	<p>Number of training sessions taken place.</p> <p>Number of tenants who have taken part in the training sessions.</p>
			<p>Review tenant involvement arrangements for tenants living High Rise properties to ensure they are involved in monitoring the delivery of the Building Safety Engagement Strategy.</p>	<p>Completed</p>	<p>Number of tenants who have taken part in the training sessions.</p> <p>% of positive feedback.                  Increase in tenant membership of various groups.</p>
			<p>Review current methods of communicating with tenants in high-rise block to increase participation in the Building Safety Forum.</p>	<p>Completed</p>	<p>Number of tenants who have taken part in the training sessions.</p> <p>% of positive feedback.                  Increase in tenant membership of various groups.</p>

Develop the involvement arrangements to ensure tenants of High-Rise properties are monitoring the delivery of the Building Safety Engagement Strategy	April 2023	E&CSM	Working with partner contractors implement a high-rise newsletter to keep tenants informed and involved in work to High Rise properties.	Completed and on-going	Increase in the number of tenants attending the Building Safety forum drop-ins.  Increase in the % of customer living in high-rise accommodation who are satisfied we listen to their views.
			Produce Building Safety Module video to encourage tenants to be engaged high-rise safety.	Completed	
			Work with the communications team to develop a video and leaflet for sign up which shows the different ways in which tenants can be involved.	Leaflet Completed. Following consideration of impact concentrated on this rather than video approach.	
	Jun 2023	E&CSM	Work with procurement to develop a process within the procurement procedures that ensure services procuring contractors or services involve tenants in the procurement process.	Completed and covered in the Contract Standing Orders.	
Using pre-tenancy and new tenancy opportunities to promote tenant involvement.	Oct 2023	E&CSM	Consult with tenants, using survey or focus group approach, on an annual basis about how they want to be involved in governance and scrutiny arrangements.	Completed-consulted with OVF and TSP with a view to separating membership of both following TPAS recommendation. This has been successfully implemented.	Increase in the number of tenants on various representative groups.

Appendix A

Develop the role of tenants in our procurement arrangements.	Nov 2023	E&CSM	Investigate arrangements for housing teams to be involved in meeting tenant groups with a view to increasing greater involvement at a local level, supported by the Customer Involvement Team.	Completed and on-going	Tenants involved in various stages of the procurement process for goods and services.
Conduct an annual survey of our tenants to keep us focussed on the issues that matter.  Consult with tenants at least every 3 years on how to govern and scrutinise the organisation	Aug 2023	E&CSM	Continue to work with TSP to challenge and scrutinise how services are delivered.	Completed and on-going	Number of responses received, and changes made because of feedback.
Hold regular meetings with tenant groups, supported by local area teams.	July 2023	E&CSM	Awards reviewed by HOS service annually to identify any opportunities to show case our services	Completed	Number of meetings held
Tenant-led service reviews commissioned by and reporting to the Performance and Improvement (now Customer and Improvement) Committee and Board.	On-going	E&CSM	Ensure a plan for delivery for professional housing qualifications achieved by all relevant staff.	Commenced but slipped as awaiting regulatory guidance. Action is included in the People Action Plan for monitoring purposes.	Number of scrutiny reviews undertaken, and improvements identified.
Review the annual awards and accreditation plan to support our aim of being a nationally recognised provider of housing services.	Feb 2023	HOCS	Publicise SLHD complaints procedures in HouseProud	Completed and published annually.	Number of award submissions made.

Appendix A

<p>Meet the objectives of the Housing Bill, for example in safety and compliance and the Tenant Satisfaction Measures and Standards</p> <p>Ensure all staff understand how they specifically can enhance the organisation`s ability to hear the tenants voice and act now.</p>	Jun 2023	HoHR& OD	Implement a process for gathering and reporting on Tenant Satisfaction Measures – customer satisfaction and management measures.	Completed and TSM feedback captured annually.	Tenant Satisfaction Measures reported to meet regulatory requirements.
	Oct 2022	HOCS	Review SLHD’s complaints policy and procedures against the Housing Ombudsman’s Complaints Code.	Completed and reviewed annually.	One Voice Forum in place.
	Mar 2023	HOCS	Deliver Customer Excellence Training to all employees	Completed and on-going for new employees.	Increase in compliments and a reduction in the number of upheld complaints.
	Aug 2023	HOCS	Establish a high-rise building safety forum, involving tenants in meetings.	Completed. Meetings take place on a regular basis.	
	May 2023	HOCS	Feedback from customer surveys, transactional and Tenant Satisfaction measures shared with Performance and Improvement (now Customer and Performance) Committee.	Completed and on-going	All relevant housing staff achieving the required professional qualification. Full compliance with the Housing Ombudsman’s complaint code.
	2022	HOBS	Raise awareness about volunteering days across the organisation that support community led projects.	Completed.	
<p>Conduct and review feedback from tenant satisfaction surveys across all services</p>	On-going	CESM	Feedback from customer surveys, transactional and Tenant Satisfaction measures shared with SMT and Performance and Improvement Committee (now Customer Performance Committee). Wider communication using email and Staff Focus to commence May 2023	Completed and on-going	% of customers satisfied with the services measured under transactional and tenant satisfaction measures.

Appendix A

Ensure staff use their Volunteering Days to support local groups and projects, taking part in community-led projects	July 2023	HoHR& OD	Raise awareness about volunteering days across the organisation that support community led projects.	Completed	Increase in the number of community groups supported throughout the City.
--	-----------	----------	--	-----------	---

## TENANT VOICE STRATEGY ACTION PLAN – YEAR 4

**Overarching commitments and outcomes:**

C1 - Commitment: Widen the opportunities for more tenants to be able to be involved.

C2 - Commitment: Ensure tenants are at the centre of decision-making at every level; influencing services across the organisation.

C3 - Commitment: Support tenants gain the knowledge, experience and confidence, so they feel their contribution has value and impact.

C4 - Commitment: Create a culture of mutual trust and transparency so tenants can question and challenge effectively.

C5 - Commitment: Ensure the environment is right so that involvement is everyone's business.

Headline Actions to deliver our Commitments	Target	Lead	Milestone Actions	Status	Measures and Outcomes
Achieve TPAS 'Exemplar' Accreditation status.	November 2025	HOCS/E &CSM	Successfully achieve TPAS exemplar accreditation by 2025.	Commenced and on target  Timeline agreed with TPAS with a view for completion by November 2025	TPAS 'Exemplar' Accreditation achieved.
Produce jargon-free, clear communications and no-nonsense guides.	April 2025	E&CSM	Tenant Review Hub involved in a new design of the tenant Houseproud magazine	Completed	% of tenant satisfied that we keep them informed about things that matter to them.
	March 2026	HOBS	Provide jargon-free, clear communications and no-nonsense guides to inform residents about safety measures and compliance.	Commenced for high rise properties to roll out for general housing stock	Tenants regularly informed and assured about their safety and the organisation's compliance with regulatory and legal requirements.
	August 2025	HOCS/HFS	Work with tenants to review how performance and complaint data is presented to tenants on our website.	Commenced	% of tenant satisfied that we keep them informed about things that matter to them and to further improve transparency.
Review the diversity of our tenants and make better connections to underrepresented tenants to understand their needs.	Aug 2023	E&CSM	Investigate the use of One Housing to increase the amount of customer profile information we hold about our tenants.	Awaiting implementation of One Housing which is planned for November 2025.	Increase in the customer profile data we hold about our tenants, which will support improved service delivery.

Use the skills and experience of our involved tenants to optimum use and offer a programme of training, mentoring and networking opportunities to strengthen their contributions.	June 2025	HOCS	Consult with tenants on developing a skills audit to support opportunities for shared learning across tenant representatives. <i>This action slipped and has been superseded by an action to implement a tenant development pathway to support tenants in their involvement activities and to support Tenant Board Member succession planning.</i>	Slipped but has commenced. The tenant Development pathway which will be reported to Board in June 2025.	Tenants supported to fulfil their ambitions to become a Tenant Board Members. Sustained tenant involvement at a strategic level.
Create opportunities for tenants to challenge how we deliver our services.	June 2025	E&CSM	Mystery Shopping Offer launched and promoted.	Commenced. The procedures for mystery shopping are in the process of being completed with the revised scheme due to be rolled out June 2025	Feedback on a range key customer contact channels to improve the quality of services provided.
	December 2025	HFS	Annually consult with One Voice Forum and Tenant Scrutiny Panel on the risks the organisation faces, the persons responsible for managing those risks, and our plans for dealing with areas of concern.	Not yet commenced.	Culture of mutual trust and transparency, allowing tenants to question and challenge effectively.
Develop and facilitate special interest groups and consultation events on the issues that matter to tenants.	October 2025	HOCS	Hold a series of focus groups to explore any patterns of dissatisfaction from the insight data gathered from various customer feedback	Not yet commenced	Services delivered which demonstrate fair and equitable outcomes for underrepresented groups of tenants.
	September 2025	E&CSM	Work with the Tenant Scrutiny Panel to review how SLHD ensures fairness and equitable outcomes of landlord services, with particular regard to protected characteristics.	Not yet commenced	Enhanced communication and collaboration between employees and tenants.
	March 2025	HOCS	Implement a series of service-led spotlight sessions at One Voice Forum meetings.	Commenced. The first spotlight session has taken place and these will be scheduled in to take place on an on-going basis.	

Develop and facilitate special interest groups and consultation events on the issues that matter to tenants.	On-going	HOS	Increase the amount of tenant profiling data we hold to identify the diversity and any vulnerability of tenants and tailor consultation with under-represented groups to increase involvement and tailor services to meet their needs.	On-going. Increasing the data we hold through keeping in touch visits and first point of contact calls.	Increase in number of tenants involved from under-represented groups.
	On-going	HOPC	Improve engagement with our under-represented groups.	Part of the EDI Strategy. On-going  Involvement Groups have been set up. Currently exploring additional opportunities to engage.	
Ensure arrangements are in place for tenants to have formal access to senior officers and councillors from the City of Doncaster Council.	June 2025	E&CSM	Build on existing arrangements to implement structured opportunities for senior officers from CDC to meet with members of the Tenant Scrutiny Panel and the One Voice Forum.	Not yet started	Improved communication and trust and a mechanism for tenants to engage directly with senior officers and councillors.
Opportunities to support partnership working and increase understanding of resident and community priorities.	September 2025	E&CSM/ HOHM	Work in partnership with the City of Doncaster Council's Be Well Support team to provide targeted support across the city, focusing on social isolation and loneliness among pensioners by working with Age UK to survey tenants aged over 50 regarding social isolation.	Commenced	Improved mental and physical health and strengthened community bonds.
Promote a positive image of social housing and tenants to challenge stigma.	March 2026	E&CSM/	Promote positive stories about social housing and its tenants, highlighting the contributions of tenants to their communities.  Raise awareness across the organisation and train employees to recognise and address stigma. This includes understanding the impact of their actions and communication on tenants' perceptions and experiences.	Commenced – small working group established Feb 25 and SLHD signed up to the Stop Social Housing Stigma tenant led campaign.	Positive image of social housing and tenants; % of tenants satisfied we listen to their views, keep them informed about things that matter to them and treat them fairly and with respect; Achieve Customer Service Excellence accreditation.



Build on the existing knowledge and commitment of all employees in the organisation to further embed the importance of tenant engagement and involvement.	April 2026	E&CSM	Raise awareness with Leadership and Service Managers at Service Management Team meeting, by talking about the significance of tenant engagement, the benefits it delivers for employees and tenants and the role employees play in facilitating meaningful involvement.	Not yet started.	A culture of mutual trust and transparency, where tenant involvement is seen as everyone's business.
---	------------	-------	---	------------------	--

HOHM = Head of Housing Management

HOBS = Head of Building Safety

HOCS – Head of Customer Services

HOFS = Head of Financial Services

HOS = Heads of Service

HOPC = Head of People and Culture

E&CSM = Engagement and Communications Service Manager

# ST LEGER HOMES OF DONCASTER LTD

## Board Briefing Note

<b>Title:</b>	Period 11 ended 28 February 2025 KPI dashboard
<b>Action Required:</b>	For information
<b>Item:</b>	11
<b>Prepared by:</b>	Lauren McLaughlin Governance Service Manager
<b>Date:</b>	03 April 2025

### 1. Purpose

- 1.1. To provide Board members with the KPI dashboard as at end of Period 11 28 February 2025 and brief commentary for those KPI targets not being met. Appendices are attached as follows:
- A : KPI dashboard 28 February 2025 and
  - B : Latest Housemark monthly pulse surveys – December and January 2025

### 2. Executive summary

- 2.1. 40 KPIs were agreed with City of Doncaster Council (CDC) at the start of 24/25, comprising Tenant Satisfaction Measures (TSM) that are required by the Regulator for Social Housing, plus other SLHD operational KPIs. **Appendix A** details each measure.
- 2.2. During Q3, an extra KPI to report Electrical Certificate Compliance to was added to the Building Safety KPIs. Of the now 41 KPIs, two are measured quarterly and thirteen are measured annually:
- one energy efficiency KPI;
  - two perception survey TSMs with targets – Overall service and Repairs service; and
  - ten of the twelve perception survey TSMs do not have targets.
- 2.3. At the end of February, 14 of the 26 KPIs being measured at month end were met (13) or were within agreed tolerances of target (1). See table below:

KPIs	Feb 24/25	Q3 24/25	Q2 24/25	Q1 24/25	Q4 23/24	Q3 23/24	Q2 23/24	Q1 23/24	Q4 22/23	Q3 22/23	Q2 22/23	Q1 22/23
Green (meeting target)	13	14	14	13	9	9	8	4	6	7	5	6
Amber (within tolerance)	1	3	4	3	7	3	3	1	4	1	2	1
Red (not meeting target)	12	11	10	12	6	8	9	9	6	7	8	6
Annual / Quarterly KPIs	5	3	3	3	-	2	2	4	1*	2	2	4
Annual TSMs no targets	10	10	10	10	-	-	-	-	-	-	-	-
No target (homelessness)	-	-	-	-	-	-	-	-	2	2	2	2
<b>Total</b>	<b>41</b>	<b>41</b>	<b>41</b>	<b>41</b>	<b>22</b>	<b>22</b>	<b>22</b>	<b>18</b>	<b>19</b>	<b>19</b>	<b>19</b>	<b>19</b>

\* data unavailable

- 2.4. Two further SLHD Board annual KPIs have been set to measure :
- employee satisfaction with SLHD as an employer – target 80%, and
  - employee turnover – target 15%.
- 2.5. As reported in October 2024, the Employee satisfaction has now been measured for 24/25 through staff surveys and **SLHD achieved 91%**, exceeding the 80% target.
- 2.6. We continue to benchmark our in-month performance through Housemark and this provides timely benchmarking against other organisations (**Appendix B**).

### 3. KPI commentary

#### 3.1. KPI 2 : Void rent loss (lettable voids)

**Target** **0.70%**  
**Feb 24/25 YTD performance** **0.91%** **WORSE THAN TARGET – RED**

The KPI of 0.70% equates to approximately 140 lettable void properties.

	Feb 24/25	Q3 24/25	Q2 24/25	Q1 24/25	Q4 23/24	Q3 23/24	Q2 23/24	Q1 23/24	Q4 22/23	Q3 22/23	Q2 22/23	Q1 22/23
Void rent loss YTD %	<b>0.91%</b>	0.90%	0.85%	0.82%	0.68%	0.68%	0.70%	0.73%	0.67%	0.67%	0.72%	0.76%
Target %	<b>0.70%</b>	0.70%	0.70%	0.70%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
<u>Lettable voids</u> *	<b>205</b>	188	169	157	102	108	79	122	127	118	92	133
Total voids	<b>211</b>	196	176	162	125	113	98	132	133	126	110	151

\* includes acquisitions

The number of voids held at the end of February (211) is down slightly on January (213) but remains higher than previous quarters. The total figure of 211 consists of the following:

- 162 lettable voids;
- 43 acquisitions; and
- 6 non-lettable voids.

Seven of the 211 voids are properties at St George's Court.

As a result of the increase in numbers, void rent loss (VRL) KPI shows a decline at 0.91% from earlier months this year and also previous years.

There are a number of reasons for the KPI not meeting target. Acquisition properties are impacting negatively and an increase in the work required in a lot of voids also contributes to the increase in voids held.

The number of terminations for the year to date is almost identical to the same period last year, but lettings are 100 lower than terminations this year to date and over 120 lower than the same period last year.

An additional contractor is now assisting with completing work in the general voids, this will help to reduce the number of voids held and by doing so, VRL should show an improvement. Stringent monitoring remains to review all voids from 'keys in' to the re-let stage.

#### 3.2. KPI 4 : Average number of nights in hotel accommodation

**Target** **21.0 days**  
**Feb 24/25 YTD performance** **28.3 days** **WORSE THAN TARGET – RED**

This is a new KPI for 24/25 replacing the number of placements in hotels at month end.

Overall, the excellent work through the Temporary Accommodation (TA) improvement plan is resulting in quick turnaround of cases. Marginal changes are skewed by a small number of long-term single people successfully moving on into settled accommodation during February.

Despite the number of nights paid increasing during February, the cumulative average for Quarter 4 (Q4) so far remains within the revised projected budget profile.

The processes in place have delivered significant progress in Q3 when challenged by the inevitable winter pressures in early Q4. The increase in numbers in hotels can be attributed to four separate days with a spike in placements. We continue to reduce the number of households remaining in hotels long term beyond 60 days for households without children. No children have been in hotels for more than six weeks.

Initial deep dive analysis identifies family reunions for former NASS leavers and Domestic Abuse as reasons for spikes in placements.

### 3.3. KPI 6 : Stage 1 and 2 Complaints relative to the size of the landlord (per 1000 properties)

SLHD also measures all complaints received, regardless of who the complainant is, whereas the TSM reports complaints from ‘residents’ who are tenants and leaseholders only.

The table below therefore reports both the TSM KPI and the SLHD indicator for all complaints to show the differences and to also indicate how they compare to target.

	KPI target Feb 24/25	TSM Feb 24/25	<u>‘Residents’ only</u>	SLHD KPI Feb 24/25	<u>All complaints</u>
Stage 1 complaints	42.3	<b>52.5</b>	<b>WORSE THAN TARGET</b>	<b>61.4</b>	<b>WORSE THAN TARGET</b>
Stage 2 complaints	2.7	<b>6.0</b>	<b>WORSE THAN TARGET</b>	<b>7.2</b>	<b>WORSE THAN TARGET</b>
Stage 1&2 complaints	45.0	<b>58.5</b>	<b>WORSE THAN TARGET</b>	<b>68.6</b>	<b>WORSE THAN TARGET</b>

For the KPI target to have been met at the end of February, less than 900 complaints should have been received.

For the residents only TSM, a total of 1,165 complaints were received from residents – 1,046 Stage 1 and 119 Stage 2.

All complaints totalled 1,365, comprising 1,222 Stage 1 and 143 Stage 2.

For the year, SLHD has received on average 29 complaints per week, whereas the target needs to be lower than 19 per week.

Stage 1 and 2 complaints have seen a slight decrease compared previous months. This is partly due to a technical issue with web form receipts in January and February, so we expect to see an increase in March’s complaints per 1,000.

A number of actions continue to be taken:

- trends in complaints are identified and reported back to Heads of Service;
- customer feedback from complaints surveys is reviewed and shared with Heads of Service;
- we continue to focus on the quality of the Stage 1 responses to reduce those taken to Stage 2;
- embed the Internal Complaints Charter and feedback findings from the TSP Sub-Group to inform learning from complaints;
- continue to raise awareness of the different stages of our complaints procedures;
- service areas across the business continue to review the reasons for complaints to identify trends and put in place actions to improve;
- we are embedding the Internal Complaints Charter and feedback findings from the TSP Sub-Group to inform learning from complaints; and
- we continue to raise awareness of the different stages of our complaints procedures.

3.4. KPI 10 : Percentage of Emergency and Non Emergency Repairs completed within target timescales

Completed within timescale:	Target	Feb 24/25 YTD		Q3 24/25 YTD	Q2 24/25 YTD	Q1 24/25 YTD
10a Emergency repairs	95%	<b>82.1%</b>	<b>WORSE THAN TARGET</b>	80.1%	76.9%	77.9%
10b Non-emergency repairs	85%	<b>68.8%</b>	<b>WORSE THAN TARGET</b>	68.8%	67.2%	63.4%
10 Emergency & Non-emergency	88%	<b>73.0%</b>	<b>WORSE THAN TARGET</b>	72.4%	70.2%	68.2%

Depending on the nature of the repair, SLHD has two targets for:

- Emergency Repairs – 2 hours and 24 hours: and
- Non-Emergency Repairs – 5 working days and 20 working days.

KPI10 overall improved steadily over the first six months but has levelled off in recent months at around 72%-73%. This is due to a mixed performance across the two categories. Emergency repairs have improved steadily, with five consecutive months' increases, and are now 82.1%, but non-emergency repairs remain around 68%-69% since Q2. All remain below target.

There are a number of reasons and actions taken or planned. Volumes remain high and work calendars are congested, some of which is caused by operatives working in pairs on larger types of work, and there is limited availability to arrange emergency work within timescale targets at short notice.

ICT system developments are ongoing but not yet implemented and a working group commenced on 14 March to look at functionality of resource scheduling software. Recruitment to vacant positions is progressing, some of which is for dedicated damp and mould work.

3.5. KPI16 : Number of Days Lost to Sickness per Full Time Equivalent (FTE)

<b>Target</b>	<b>10.0</b>
<b>Feb 24/25 YTD performance</b>	<b>12.0</b> <b>WORSE THAN TARGET – RED</b>

February saw 1.01 days absence per FTE, a reduction from January's 1.11 days absence per FTE. This is the second consecutive month that we have seen a reduction in absence. This brings the YTD sickness per FTE to 11.6 days per FTE, over the cumulative target of 9.2. The year end projection per the CDC calculation method is 12.0 days per FTE. February saw a reduction in sickness FTE days across all directorates but they all remain above target.

There has been an increase in the number of short-term cases for February, up to 0.54 compared to 0.48 days per FTE in January, but long term has decreased for the first time since October 2024, currently at 0.47 days per FTE.

Stress, depression and anxiety remains the highest of all absence, but has seen a reduction to 26.4%. When analysed further, non-work related/personal stress makes up the highest proportion of this at 9.12%. This is closely followed by MusculoSkeletal (MSK) contributing to 26.2% (19.1% in January), and infection and virus at 10.8%. There has been a further decrease this month in the number of stress, depression and anxiety related days from 252.4 to 210.9 days, the highest proportion of this is still due to non-work related / personal stress (72.8 days).

The volume of absence review meetings continues to remain high which is a positive step in ensuring that colleagues are supported to return to work and to remain in work. We have started to see the impact of this with our continuing decrease in sickness absence for a second month. An Away Day for people managers with a focus on managing absence to reduce sickness absence levels, took place at the beginning of March. Suggestions and feedback from this meeting are now being considered and will be implemented to support managers in managing sickness absence in their teams. Further interventions already identified, such as Mental Health refresher training for managers will begin from March 2025, to support managers in dealing with our recurring top reason for sickness absence.

3.6. KPI17 : % of Local Revenue Expenditure

<b>Target</b>	<b>70%</b>	
<b>Feb 24/25 YTD performance</b>	<b>60%</b>	<b>WORSE THAN TARGET – RED</b>

February was a slightly unusual month as it was the lowest spend month of the YTD with only £1.07m paid - around £300k below the monthly average - but to the same average monthly number of suppliers (~125).

In addition, three quarters of the Revenue spend went to just nine suppliers, and one supplier (Concorde) accounted for 20% of the spend in the month.

Local suppliers accounted for 61% of the £1.07m, and the YTD KPI remained at 60% at the end of the eleven months to February of 24/25. Y&H total spend in February at £972k was also lower than YTD averages, but was a higher percentage of total spend than recent months, so the Y&H indicator here increased slightly.

Supplier payments in the month on Revenue operations ranged from £217k (Concorde) to just £6. Six of the top nine suppliers were local to Doncaster, having a positive impact on the monthly indicator terms of value. The three outside Doncaster were Bradford MBC (doors and windows), SIGD (roofing materials) and TKL Skips. As reported previously, these three are among the seven or eight large suppliers used regularly and not in Doncaster, therefore adversely impact on the KPI.

For the YTD, over 300 suppliers have received payments totalling £15.1m, and £9m is within Doncaster. but 75% / £11.4m of this is with just 22 suppliers, evidencing the importance and impact of larger local suppliers on the KPI.

The main actions for this KPI are to source, wherever possible, Doncaster based suppliers, and if not then Yorkshire based. This isn't always possible and for 24/25 and 23/24, the Revenue KPI not meeting target is mainly due to a number of key suppliers not being local to Doncaster, although some are within Yorkshire & Humberside.

3.7. KPI34 : Electrical - % Domestic properties with a satisfactory EICR up to five years old

<b>Target</b>	<b>100.00%</b>	
<b>Feb 24/25 YTD performance</b>	<b>94.85%</b>	<b>WORSE THAN TARGET – RED</b>

This is a new KPI introduced during Quarter 3 of 24/25 to add to the other building safety KPIs.

At the end of February 2025, there were 1,022 properties without a satisfactory EICR up to five years old. A compliance programme is in place to ensure all properties have a satisfactory EICR, and the position has improved steadily throughout the year to date, reducing from 2,178 in April 2024 to the current position.

Report author

Lauren McLaughlin

Governance Service Manager, St. Leger Homes of Doncaster

01302 862736

[Lauren.McLaughlin@stlegerhomes.co.uk](mailto:Lauren.McLaughlin@stlegerhomes.co.uk)

**Appendix A** KPI Dashboard Period 11 ending 28 February 2025

**Appendix B** Latest Housemark monthly pulse survey – December and January 2025

**St. Leger Homes Key Performance Indicator Summary 2024/25**

<b>Key</b>	<b>Meeting target</b>	<b>Close to / within tolerance of target</b>	<b>Not meeting target</b>
------------	-----------------------	--	---------------------------

**Appendix A**

KPI	Indicator	Outturn 23/24												Target	Target
		Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Feb-25	Year end
KPI 1	% of current rent arrears against annual rent debit	2.72%	2.86%	2.85%	2.74%	2.83%	2.89%	3.01%	2.83%	2.85%	3.08%	2.99%	2.79%	3.10%	2.95%
KPI 2	Void rent loss % of rent lost through homes being void (empty)	0.68%	0.65%	0.77%	0.83%	0.82%	0.86%	0.88%	0.88%	0.91%	0.90%	0.91%	0.91%	0.70%	0.70%
KPI 3	Relet time for STANDARD voids (calendar days). i.e. properties that do not require MAJOR / LARGE SCALE repairs	24.9	27.5	24.9	24.2	24.9	24.9	25.4	25.4	25.9	25.9	27.0	27.2	24.0	24.0
KPI 4	Average number of Nights in Hotel Accommodation	n/a	34.8	38.8	39.1	36.4	35.7	33.3	31.6	30.1	29.4	28.6	28.3	21.0	21.0
KPI 5	Percentage of settled accommodation at prevention stage	32.0%	39.0%	44.2%	45.4%	45.2%	45.1%	46.2%	44.7%	44.7%	44.0%	43.0%	43.0%	30.0%	30.0%
KPI 6a	Number of stage one complaints per 1,000 homes:	53.8	6.2	12.4	18.4	25.2	31.0	35.8	41.9	47.5	51.4	56.6	61.4	42.3	47.0
KPI 6b	Number of stage two complaints received per 1,000 homes:	3.7	0.3	1.3	1.8	2.7	3.5	4.0	4.9	5.4	5.8	6.4	7.2	2.7	3.0
KPI 6	Number of: stage one and stage two complaints received per 1,000 homes:	50.1	6.5	13.7	20.2	27.9	34.6	39.8	46.8	52.9	57.2	63.0	68.6	45.0	50.0
KPI 7a	% of Stage 1 complaints responded to within the Housing Ombudsman's Complaint Handling Code timescales.	91.9%		100.0%	99.6%	98.9%	99.2%	99.4%	99.4%	99.5%	99.5%	99.5%	99.5%	92.3%	92.3%
KPI 7b	% of Stage 2 complaints responded to within the Housing Ombudsman's Complaint Handling Code timescales.	86.9%		100.0%	96.0%	97.2%	98.2%	98.6%	98.8%	96.9%	97.2%	98.3%	98.4%	92.3%	92.3%
KPI 7	% of Stages one and two complaints responded to within the Housing Ombudsman's Complaint Handling Code timescales.	89.3%		100.0%	99.3%	98.8%	99.1%	99.3%	99.4%	99.3%	99.2%	99.4%	99.4%	92.3%	92.3%
KPI 8	% of tenancies sustained post support	99.3%	100.0%	99.2%	98.9%	99.2%	99.1%	99.0%	99.2%	99.3%	99.0%	99.1%	99.1%	97.3%	97.3%
KPI 9	% of repairs completed at first visit	95.1%	93.9%	93.9%	94.3%	94.3%	94.6%	94.7%	94.9%	95.0%	95.0%	95.2%	95.2%	94.0%	94.0%
KPI 10a	% of emergency responsive repairs completed within the landlord's target timescale.	81.5%	78.9%	78.1%	63.3%	68.4%	69.5%	76.9%	76.5%	78.3%	80.1%	81.5%	82.1%	95.0%	95.0%
KPI 10b	% of non-emergency responsive repairs completed within the landlord's target timescale.	62.8%	59.7%	62.5%	77.5%	77.5%	77.3%	67.2%	68.2%	68.3%	68.8%	69.1%	68.8%	85.0%	85.0%
KPI 10	% of non-emergency and emergency responsive repairs completed within the landlord's target timescale.	69.5%	66.9%	67.9%	68.0%	64.2%	65.9%	70.2%	70.7%	71.4%	72.4%	73.0%	73.0%	88.0%	88.0%
KPI 11	Gas - % of homes for which all required gas safety checks have been carried out	100.0%	99.97%	99.79%	99.78%	99.71%	99.79%	99.87%	99.94%	99.98%	100.0%	100.0%	100.0%	100.0%	100.0%
KPI 12	Fire - % of homes for which all required fire risk assessments have been carried out.	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	99.8%	99.8%	99.8%	100.0%	100.0%
KPI 13	Asbestos - % of homes for which all required asbestos management surveys or re-inspections have been carried out	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
KPI 14	Legionella - % of homes for which all required legionella risk assessments have been carried out.	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	93.15%	93.15%	100.0%	100.0%	100.0%	100.0%	100.0%
KPI 15	Lifts - % of homes for which all required communal passenger lift safety checks have been carried out.	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
KPI 34 new	Electrical - % Domestic properties with a satisfactory EICR up to five years old	83.1%	89.04%	89.93%	91.87%	93.06%	93.82%	94.21%	94.84%	94.68%	94.58%	94.75%	94.85%	100.0%	100.0%
KPI 16	Days lost through sickness per Full Time Equivalent employee (FTE)	11.2	11.1	11.1	10.8	10.8	10.8	10.9	11.4	11.9	12.2	12.3	12.0	10.0	10.0
KPI 17	% of local expenditure, ie % amount of expenditure within Doncaster area	59%	61%	61%	61%	61%	59%	61%	60%	60%	60%	59%	60%	70.0%	70.0%
KPI 18	Number of Anti-Social Behaviour (ASB) cases per 1,000 properties	62.2	4.8	11.1	16.3	22.4	27.8	32.5	35.2	38.6	40.9	45.2	49.7	55.6	60.0
KPI 18a	Number of Anti-Social Behaviour (ASB) cases that involve hate incidents opened per 1,000 homes.	0.7	0.0	0.1	0.2	0.2	0.3	0.5	0.6	0.7	0.8	0.8	0.9	9.3	10.0



Month	Housemark pulse survey benchmarking - IN MONTH performance	Quartile 1	Median	Quartile 3	SLHD	SLHD quartile	Performance preference
Jan-25	Average re-let time in days (standard re-lets)	33.4	48.3	77.3	27.0	Q1	Lower is better
Jan-25	Homes with a valid gas safety certificate (%)	100.00%	99.95%	99.87%	100.00%	Q1	Higher is better
Jan-25	Responsive repairs completed per 1,000 properties	388.3	330.2	297.1	394.3	Q1	Higher is better
Jan-25	Voluntary staff turnover (%)	0.09%	0.59%	0.99%	0.12%	Q2	Lower is better
Jan-25	'True' current tenant arrears (%)	2.49%	3.03%	3.85%	2.97%	Q2	Lower is better
Jan-25	Stage 1 and Stage 2 complaints resolved within timescale (%)	100.00%	97.80%	84.34%	99.14%	Q2	Higher is better
Jan-25	Dwellings vacant but available to let (%)	0.39%	0.72%	1.20%	0.46%	Q2	Lower is better
Jan-25	Formal Stage 1 and Stage 2 complaints received per 1,000 properties	3.78	5.78	6.43	5.82	Q3	Lower is better
Jan-25	New ASB cases reported per 1,000 properties	1.69	3.97	4.53	4.32	Q3	Lower is better
Jan-25	Responsive repairs completed within target timescale (%)	91.3%	86.0%	75.7%	77.9%	Q3	Higher is better
Jan-25	Working days lost to sickness absence (%)	3.3%	3.7%	5.4%	5.6%	Q4	Lower is better
Jan-25	Domestic properties with EICR certificates up to five years old (%)	99.91%	99.48%	97.52%	94.75%	Q4	Higher is better
Jan-25	Customer contact received via digital channels (%)				no data		Higher is better
Jan-25	Satisfaction with the overall service their landlord provides - perception (%)				no data		Higher is better
Jan-25	Satisfaction with repairs - transactional (%)				no data		Higher is better
Dec-24	Average re-let time in days (standard re-lets)	30.0	45.0	64.5	25.9	Q1	Lower is better
Dec-24	Homes with a valid gas safety certificate (%)	100.00%	99.99%	99.83%	100.00%	Q1	Higher is better
Dec-24	Stage 1 and Stage 2 complaints resolved within timescale (%)	100.00%	93.24%	74.18%	100.00%	Q1	Higher is better
Dec-24	Voluntary staff turnover (%)	0.33%	0.70%	1.20%	0.49%	Q2	Lower is better
Dec-24	Responsive repairs completed per 1,000 properties	301.4	249.5	205.0	288.4	Q2	Higher is better
Dec-24	'True' current tenant arrears (%)	2.37%	3.01%	4.10%	3.08%	Q3	Lower is better
Dec-24	Formal Stage 1 and Stage 2 complaints received per 1,000 properties	2.82	4.20	6.37	4.22	Q3	Lower is better
Dec-24	New ASB cases reported per 1,000 properties	1.23	2.21	3.68	2.27	Q3	Lower is better
Dec-24	Dwellings vacant but available to let (%)	0.25%	0.56%	1.01%	0.86%	Q3	Lower is better
Dec-24	Responsive repairs completed within target timescale (%)	93.7%	87.4%	77.5%	80.8%	Q3	Higher is better
Dec-24	Working days lost to sickness absence (%)	3.1%	4.2%	5.2%	6.0%	Q4	Lower is better
Dec-24	Domestic properties with EICR certificates up to five years old (%)	99.89%	99.27%	97.21%	94.59%	Q4	Higher is better
Dec-24	Customer contact received via digital channels (%)				no data		Higher is better
Dec-24	Satisfaction with the overall service their landlord provides - perception (%)				no data		Higher is better
Dec-24	Satisfaction with repairs - transactional (%)				no data		Higher is better

## Governance Summary Communications Template

<b>Report from:</b>	Building Safety & Compliance Committee	
<b>Date of meeting:</b>	13 February 2025	
<b>Report author:</b>	Dave Wilkinson	
<b>Summary of key items discussed at the meeting, (if possible, keep these to the top three):</b>	<b>Decisions made and actions agreed (if possible, keep these to the top three):</b>	
<p><b>1. <u>Building Safety Cases</u></b></p> <p>Members received a presentation regarding the requirement for a Building Safety Case in addition to robust management systems and processes. Committee noted to date SLH have submitted 5 cases to the Building Safety Regulator.</p> <p>The Chair asked that any findings from the Pennington’s review are reported to BS&amp;C Cttee which will include a review of C365. This has been placed on the forward plan for November 2025.</p>		
<p><b>2. <u>Assets Performance report Q3 2024/25</u></b></p> <p><u>Awaab’s Law</u> - members noted that government had recently announced October 2025 as the date the new legal requirements will come into effect and the challenges this will bring to SLHs.</p> <p>Requests made:</p> <ol style="list-style-type: none"> <li>a. How many properties have been fitted per year with a PIV (Positive Input Ventilation).</li> <li>b. Estimated costs per property associated with the 21 properties involved in the whole house retro fit pilot.</li> </ol>		
<p><b>3. <u>Fire Risk Assessment 10 Year Plan – update</u></b></p> <p>Members received a reprofiled plan and noted the main reasons for the year 2 reprofile were due to delays with the high-rise remediation project at Balby Bridge and procurement issues around external service providers. Mitigation measures were also contained in the report.</p> <p>Noted.</p>		
<b>Additional notes for communication to governance:</b>		
None.		

**St. Leger Homes of Doncaster Limited  
BUILDING SAFETY & COMPLIANCE COMMITTEE MEETING**

**Thursday 13th February 2025 10am-12 noon, Civic Meeting Room 410/  
Microsoft Teams**

**Present**

Dave Wilkinson (DW), Karen Leroy (KR), Cllr Phil Cole (PC).

**In Attendance**

Lee Winterbottom - Director of Property Services, Danny Boardman - Head of Major Projects, Laura Dougan – Head of Building Safety, Christine Tolson – Head of Asset Management, Glen Sheppard – Building Safety Manager, Maxine Johnson - Executive Support Officer.

**ACTION**

<b>1.</b>	<b>Apologies and Quorum</b>	
1.1	Apologies were received from Trevor Mason and the meeting was quorate. Introductions were made for the benefit of Laura Dougan in her new role as Head of Building Safety.	
<b>2.</b>	<b>Declarations of Interest by Board Members</b>	
2.1	There were no declarations of interest made.	
<b>3.</b>	<b>Minutes of the meeting held on 21 November 2024 and matters arising</b>	
3.1	The minutes of the meeting held on 21 November 2024 were approved.	
<b>4.</b>	<b>Assets Performance report Q3 - 2024/25</b>	
4.1	The Head of Asset Management presented the report to provide members with an update on key Asset Management activity up to the end of Quarter 3.  Members noted that of particular importance is the progress being made in respect of the decent home standard alongside tracking of progress of any hazards identified through stock condition surveys.	
4.2	Referring to the Executive Summary table at 2.1 of the report she explained:  <u>% of properties not meeting the decency standard and No. of category 1 hazards identified/outstanding</u>  At the time of writing the report up to end December 2024, the main driver of properties not meeting the decency standard was linked to cat 1 hazards. However, it is anticipated that these cat 1 hazards will be short	

	lived and completed within a relatively short timeframe. She added the Q4 report has already seen a reduction in the number of cat 1 outstanding hazards from 389 to below 300. Of the outstanding cat 1 hazards, the majority of properties did have working smoke detection, but the device was passed its expiry date. She gave committee assurance that whilst there is a device in place, it does need replacing.	
4.3	<p><u>% of category 2 hazards outstanding</u></p> <p>Members noted 3,720 cat 2 hazards were outstanding with the main issues centring around damp and mould, however the cases were very small amounts of black mould.</p>	
4.4	<p>The Chair asked, how many of our properties per year, have been fitted with a Positive Input Ventilation (PIV)?</p> <p>The Head of Asset Management advised she would need to clarify with the team.</p>	<b>CT</b>
4.5	<p>She explained PIV had usually been installed where tenants have been struggling to manage condensation issues, there had been 1-2 cases despite installation where issues persisted. She said inadequate heating and ventilation is a factor but we also carry out other investigations to confirm the likely cause. It was noted that the Assets team had made over 300 referrals to Tenancy Support Team.</p>	
4.6	<p>One member raised that she had seen improvements to damp &amp; mould in her own home by using a de-humidifier, without seeing any significant energy costs.</p>	
4.7	<p><u>% of properties reaching EPC C or above</u></p> <p>Members noted the slight improvement in the % of properties achieving EPC C or above. Although, the Head of Asset Management highlighted she had come across examples of some properties in the same building with a different EPC rating, investigations had shown some cold spots which are requiring remedy. She added, before we start to make bigger investment decisions this needs to be reviewed.</p> <p>The Chair asked, are we prioritising the lower EPCs?</p> <p>It was noted that solid wall properties were given priority as well as those below EPC C. The external wall insulation programme had seen 300-400 properties being completed per year, the organisation was down to approximately the last 600 properties. However, noted the latter properties can be more challenging to carry out i.e. location in a conservation area where SLH was working with Historic England to preserve the character of the area, Historic England had asked SLH to consider internal wall insulation.</p> <p>Also, Staniforth/Thorne area where asbestos panelling is located across the middle of a property expanding into a private dwelling – which can be</p>	

	more technically challenging.	
4.8	<p>Members noted in the forthcoming financial year a whole house retro fit pilot would commence involving 21 properties. The works would include solar pv, cavity or external wall insulation, low carbon heating, new walls and roofs. External funding had been secured to allow the pilot to go a head.</p> <p>The Chair asked for a rough estimate of costs associated with each property.</p>	<b>CT</b>
4.9	<p>Members were reminded of timescales associated energy efficient and Net Zero; all properties to achieve EPC C rating or above by 2030, and that the government target for Net Zero was 2050 however there was a local ambition to achieve this by 2040.</p>	
4.10	<p><u>Awaab's Law</u></p> <p>The Head of Asset Management highlighted that government had recently announced October 2025 as the date that the new legal requirements will come into effect. This is in relation to investigation and resolution of dangerous damp and mould hazards within a set timeframe and all emergency repairs addressed within 24 hours. She added the timeframes are still to be confirmed but we are assuming they will be like those given in the consultation document:</p> <ul style="list-style-type: none"> <li>• 14 calendar days to investigate initial reports of a potential hazard.</li> <li>• Written summary to be issued to tenant following conclusion of the investigation (within 48 hours) and confirm if significant hazard has been found or not.</li> <li>• Where 'significant' hazard identified, works should commence within 7 days and be completed in a reasonable timeframe.</li> <li>• Emergency repairs identified should be completed within 24 hours.</li> </ul>	
4.11	<p>She reminded members that the law covers 29 themes under the Housing Health and Safety Rating System (HHSRS), but it was only the damp and mould that would be introduced in October, with the remaining hazards being rolled out in a phased approach.</p> <p>She raised that it is going to be incredibly challenging, and the team was preparing for its implementation with a lot of work still to do. Referring to the '14 days to investigate' measure, she confirmed currently our inspections are at approximately 4 – 5 weeks.</p>	
4.12	<p>The Chair asked, do we need more resources to achieve the measures?</p> <p>It was noted the investigation doesn't have to be an in-person assessment. ICT could be looked at to minimise a physical visit or consider a different way of doing the visit. A review needs to take place on the impacts of the announcement and likelihood of additional resources.</p> <p>The Head of Asset Management reminded members that under the</p>	

	<p>stipulations of the law a significant hazard doesn't have to be a category 1. Sometimes the location of damp and mould can be the issue ie bedroom.</p> <p>She added to immediately remove the hazard would suffice, and the underlying cause remedied later but within a reasonable timeframe.</p>	
4.13	<p>It was noted that SLH was forecasting £1.3m spend with its specialist contractor to carry out damp and proofing works in 2024/25.</p> <p>It was further noted in terms of current damp and mould hazards there are currently 87 Cat 1's and 1,945 Cat 2's. Some cases will be known to SLH and some hazards are identified through stock condition surveys and not via the tenants themselves. One case was identified by an external contractor going into the property.</p>	
4.14	<p>The Head of Asset Management confirmed we are about to start the next phase of stock condition surveys following agreement to accelerate the originally planned programme. She said, whilst no doubt it will likely identify more hazards – once we are aware of them we can deal with them which the Q4 report will capture.</p>	
4.15	<p><b>Committee noted the Q3 Assets Performance report.</b></p>	
5.	<p><b>Safety &amp; Compliance Activity report Q3</b></p>	
5.1	<p>The Head of Building Safety presented the report which gave an update and performance monitoring on all areas of compliance, occupational health and safety and building safety as at 31 December 2024.</p>	
5.2	<p>Members were drawn towards the following two areas of compliance:</p> <p><u>Electrical Installation Condition Report (EICR) Programme - Domestic 5 year</u></p> <p>Currently at 94.57%. Noted that 1,078 properties have an EICR over 5 years old; this is a slight increase due to delays in receiving completed signed off EICRs. However, SLH are confident to achieve full compliance access permitting.</p> <p><u>Fire Risk Assessment (FRA)</u></p> <p>Currently at 99.80%. Noted that 1 out of compliance; Heartswood Road Flats. This is due to the ongoing fire safety improvement works and the FRA will be completed when the works are complete. The building is in control of the external contractor.</p>	
5.3	<p><u>Other Areas of Compliance</u></p> <p>Members noted improved performance across a number of compliance areas.</p> <p><u>Sprinkler Systems Planned Maintenance</u></p>	

	<p>Currently at 10% - the 9 showing out of compliance are the highrises. These were completed in December by the external service provision (ESP) and we are awaiting the certificates.</p> <p><u>Residential LOLER Thorough Examination</u> Currently at 58.97%. Members noted that taking onboard feedback from Savills future reporting of this section would see 'equipment held' and splitting those strictly covered by LOLER e.g. hoists from those that still require examination and maintenance under general H&amp;S legislation and our policy e.g. stairlifts.</p>	
5.4	<p><u>Legionella Risk Assessments Remedials</u></p> <p>Members also noted the progress of remedials identified through Legionella Risk Assessments (LRAs) at 7.1 of the report, that are RAG rated and monitored in C365.</p>	
5.5	<p><u>EICR Actions</u></p> <p>The Head of Building Safety drew members attention to the table at 5.1 of the report and advised that the number of category 2 actions had reduced from 314 to 211 as of yesterday. She explained the in-house team were scrutinising the number of outstanding actions to try and reduce the numbers. In most cases outstanding actions are awaiting the minor works certificate.</p> <p>She explained category 3's are recommended improvements and there is no obligation to act on these. They can be used to inform planned improvement programmes. Therefore, we are intending on removing them and linking in with the Assets team to share this information.</p>	
5.6	<p><u>Occupational Health and Safety</u></p> <p>The Head of Building Safety then drew members attention to point 10.2 of the report explaining of the medical emergency involving a resident initially thought to be related to carbon monoxide. However, it was later confirmed to be related to a pre-existing medical condition.</p>	
5.7	<p>The Chair asked, following feedback from Savills that the three lines of defence is evidenced in future reporting, as well as paying reference to external companies such as Morgan Lambert and Penningtons etc. offering third party assurance.</p>	<b>LD</b>
5.8	<p><b>Committee noted the Safety &amp; Compliance Activity report Q3.</b></p>	
6.	<p><b>Adverse Incidents Look Back report</b></p>	
6.1	<p>The Head of Building Safety presented the report to provide an update on adverse incidents reported during 2024.</p> <p>She explained these are serious and untoward incidents that may have occurred and on a whole are reportable under the Reporting Injuries</p>	

	Dangerous Diseases Occurrence Regulations (RIDDOR) or where there was the potential for an incident to have a serious effect on an employee or member of the public.	
6.2	<p>Drawing members to 1.4 of the report she explained:</p> <p>During 2024 the following RIDDOR reports were submitted –</p> <ul style="list-style-type: none"> <li>• 8 over 7-day employee injuries</li> <li>• 2 injuries involving a member of the public</li> </ul>	
6.3	<p>Referring to the tenant who fell on the paving slabs outside her property, one member raised the need for routine checks.</p> <p>The Head of Asset Management confirmed that any hazards within the curtilage of a property are being picked up through stock condition surveys. But there are also those hazards outside the curtilage of properties which we need to put a programme in place for.</p>	
6.4	<p>Referring to the serious untoward incident report submitted for a non-RIDDOR incident occurring in July 2024. The Head of Building Safety advised the incident occurred during callout when an employee was not provided with safety information prior to attending the property. The employee was subject to verbal aggressive and threatening behaviour. The investigation identified system failings that were rectified and improvements that were implemented to processes.</p> <p>The Chair asked if there were any consequences to the tenant?</p> <p>Members noted that the housing management team dealt with the situation through the tenancy agreement.</p>	
<b>6.5</b>	<b>Committee noted the contents of the report.</b>	
<b>7.</b>	<b>High Rise Building Update (verbal) confidential</b>	
7.1	The Head of Major Projects reminded committee of the update received at Board on 6 April 2025. He advised since then, the organisation has received correspondence from Wates in relation to HRRBs at Balby Bridge, and we are now seeking legal advice.	
7.2	Communication to tenants advising of the circumstances will be released before May 2025, which will be sensitively written and agreed in advance with colleagues at CDC.	
<b>7.3</b>	<b>Members noted the verbal update.</b>	
<b>8.</b>	<b>Building Safety Cases</b>	
8.1	The Building Safety Manager reminded committee that following tragic events at Grenfell Tower the subsequent Hackett report made several recommendations, all based around the principles of 'Prove it'.	



	<p>The production of a Building Safety Case was a new concept for housing but was not a new process. Requirements under the Building Safety Act (BSA) state that residents must be at the core of Building Safety, with information regarding our High-Rise Residential Buildings (HRRBs) being the key to success. He said, new systems have been implemented as well as existing systems reviewed to ensure all vital information is captured.</p>	
8.2	<p><u>Current Position</u></p> <p>He explained 5 building safety cases have been requested and submitted to the Building Safety Regulator. Resident engagement processes are in place and being developed further as well as key information and relevant drawings being collated and recorded within C365.</p> <p>It was noted that only a relatively small percentage of local authorities to date have been requested to submit a building safety case. So far, no local authority have received a Building Assurance Certificate.</p>	
8.3	<p>The Chair asked if there would be an external review of C365?</p> <p>The Head of Building Safety confirmed that an external review would be included in the Pennington's review.</p> <p>The Chair asked that any findings from the Pennington's review are reported to committee.</p>	LD
<b>9.</b>	<b>Fire Risk Assessment 10 Year Plan - update</b>	
9.1	<p>The Head of Building Safety reminded members that the 10-year programme was developed and initiated in April 2023 to address actions arising from Fire Risk Assessments (FRAs) that necessitated planned work programmes, mainly delivered through ESP. The plan was based on risk of buildings, with high rise buildings given a priority.</p> <p>She advised work plan year 2 is due to finish at the end of March 2025 however, SLH has had to reprofile year 2 mainly due to delays with the high-rise remediation project at Balby Bridge and procurement issues around ESP.</p> <p>Members were referred to point 3.2 of the report and noted since the production of the report the number of actions still to deliver in year 2 had reduced from 135 to 105, which included: Heartswood apartment project, flat entrance door replacement in 3 low rise blocks and meter cupboard door replacements by the in-house teams.</p> <p>Members further noted at point 3.4 of the report mitigations in place, due to delays in the remediation programme.</p> <p>The Head of Building Safety highlighted that the reprofiled plan also now includes recently acquired properties which were not part of the original plan; St Georges Crt and 3 x low risk supported living properties.</p>	

9.2	Members recognised that the FRA plan is a live document and delays in remediation and additional works have necessitated shifting actions between years.	
<b>9.3</b>	<b>Members noted the Fire Risk Assessment 10 Year Plan update.</b>	
<b>10.</b>	<b>Adverse Incident – Sandbeck House Fire</b>	
10.1	<p>The Head of Major Projects presented the report that gave details surrounding a fire in a flat at Sandbeck House on 26 November 2024.</p> <p>He advised that the fire originated in the children's bedroom, where a portable fan heater, positioned too close to the duvet cover, ignited the bedding on the children's bed.</p> <p>The sprinkler system in the bedroom activated, effectively containing the fire within the bedroom and subsequently extinguishing it.</p> <p>He added this incident validates the effectiveness of the sprinkler system installed in our HRRBs and because of this South Yorkshire Fire &amp; Rescue Service (SYFRS) are wanting to use the case as an example of the importance and effectiveness of sprinkler systems within in HRRBs.</p>	
10.2	Members were pleased to hear of the effectiveness of the sprinkler system and that all members of the family were able to evacuate themselves from the building.	
<b>10.3</b>	<b>Members noted the contents of the adverse incident report.</b>	
<b>11.</b>	<b>Building Safety Forum minutes – 7 November</b>	
11.1	Members noted the minutes, and no questions were received.	
<b>12.</b>	<b>Date and time of next meeting – Thursday 22<sup>nd</sup> May 2025, 10am</b>	

### Matters Arising from the previous minutes

Building Safety & Compliance - Action Log						
NO	Month	Ref	Action	Progress	Completed Y/N	Owner
1.	Sep-22	3.2	<b>Safety &amp; Compliance Activity Report</b>  <u>No Access - Court Costs</u> Review court costs so they are passed onto tenants and not picked up by SLH.	<u>Update 19.9.24</u> Going to be part of the Recharge policy going to Board 5.12.24.	Complete	JD/DB

2.	Jan-24	4.10	<p><b>Safety &amp; Compliance report</b></p> <p>Next report to include plans around a more robust external audit in relation to water &amp; fire.</p>	<p>It has been agreed to bring Pennington Choice back to continue with the roadmap assessment in the new financial year.</p>	<p>May/June 2025</p>	<p>DB</p>
3.	Jan-24	7.2	<p><b>Building Safety Cases</b></p> <p>DW noted Sandbeck House would be coming up to its 60<sup>th</sup> anniversary year since being built, and asked if consideration could be given to recognising this milestone.</p>	<p><u>Update 13.02.25</u> DB has spoken with Sally who is keen to progress however, currently working on 'City of Light'.</p>	<p>In progress</p>	<p>DB</p>
4.	Jan-24	7.4	<p><b>Building Safety Cases</b></p> <p>One member asked if it was possible to establish current and future costs for each of the High Rise buildings?</p>	<p>This will be done as part of the asset management strategy and capital investment plan.</p> <p><u>Update 13.02.25</u> Paper being submitted to ELT on Mon 17.02.25.</p>	<p>Complete</p>	<p>DB</p>
5.	Sept-24	4.6	<p><b>Disrepair Claims</b></p> <p>One member asked what percentage of disrepair cases that come in reach litigation stage?</p>	<p>Information to be provided in the Q3 update.</p> <p><u>Update 13.02.25</u> Manual process that will need sifting through.</p>	<p>In progress</p>	<p>CT</p>
6.	Sept-24	6.4	<p><b>Committee Annual Report &amp; TOR review</b></p> <p>Electrical compliance audit report carried out by CDC to be brought to a future meeting.</p>	<p>Deferred to next meeting having only just received the audit report back.</p>	<p>In progress</p>	<p>LD</p>

7.	Nov-24	4.1	<p><b>Grenfell Findings</b></p> <p>DB to speak to L Robson to clarify data protection regulation in respect of permitted tenant data collection in HRBs.</p>	<p><u>Update 13.02.25</u></p> <p><u>Emergency Plan</u> DB advised CDC have confirmed they will contact us in the event they organise any emergency exercises with partnering agencies.</p>	Complete	DB
8.	Nov-24	4.5	<p><b>Grenfell Findings</b></p> <p>It was agreed for members to receive an update on the FRA 10yr plan at a future meeting.</p>	<p>Placed on the agenda for February 2025 committee meeting.</p>	Complete	DB
9.	Nov-24	5.4	<p><b>Serious Untoward Incident Report – 56 Repton Rd, Skellow</b></p> <p>All jobs previously referred to the Asset Teams generic email should be retrospectively risk assessed and deemed either appropriate for inclusion in a future programme or prioritised to mitigate any further incidents from occurring.</p>	<p><u>Update 13.02.25</u> Noted this is a large piece of work.</p>	In progress	CT
10.	Nov-24	5.9	<p><b>Serious Untoward Incident Report – 56 Repton Rd, Skellow</b></p> <p>Members agreed to the recommendation at 5.2 of the report - performing inspections on unadopted paths on a cyclical programme.</p>	<p><u>Update 13.02.25</u> SCS pick up those hazards within the curtilage of a property.</p> <p>A piece of work needs doing to put a regime in place to inspect those hazards that are not picked up outside the curtilage of a property. Consider engaging with CDC.</p>	Partially complete/ In Progress	CT

## Governance Summary Communications Template

<b>Report from:</b>	Performance and Improvement Committee	
<b>Date of meeting:</b>	20 February 2025	
<b>Report author:</b>	Dave Wilkinson	
<b>Summary of key items discussed at the meeting, (if possible, keep these to the top three):</b>	<b>Decisions made and actions agreed (if possible, keep these to the top three):</b>	
<p><u>1.Service Standards</u> Members queried if the data around timescales for responding to complaints were on the website and this was confirmed. They were pleased to note there were regular publicity around the Allocations Policy as a large percentage of complaints were around people not getting a property when they wanted one.</p> <p><u>2.Transaction Surveys</u> Members noted the contents of the report, and members asked for clarification around normal permission applications and retrospective permission.</p>	<p>The Committee queried if random sampling was being carried out and this was confirmed.</p> <p>Following a discussion around this, and acknowledging that tenants could become frustrated due to inconsistency of permissions, member requested that the spotlight of performance for May 2025 Committee Meeting would be around the recent review of the Permissions Policy.</p>	
<b>Additional notes for communication to governance:</b>		
None.		

**St. Leger Homes of Doncaster Limited  
CUSTOMER & PERFORMANCE COMMITTEE**

**20 February 2025**

**Present**

Dave Wilkinson (DW) (Chair), Karen Leroy (KL)

**In Attendance**

Jane Davies (JD) Director of Housing and Customer Services, Mark Coogan (MC), Head of Repairs and Maintenance, Jayne Hurley, Head of Housing Management (JH) and Anne Tighe (AT), notetaker

**Members of Tenant Scrutiny Panel (TSP) for Item 2**

Maureen Tennison (MT), Brenda Lennon (BL) and Rodger Haldenby (RH)

**Tenant members of One Voice Forum (OVF) and Tenant Scrutiny Panel (TSP)**

Sharon Hart (SH), Darren Malyon (DM), Brian Whitmore (BW)

**1. Apologies and Quorum**

- 1.1 Apologies were received from Barry Keable, Cllr Sarah Smith, Milcah Walusimbi and Lee Winterbottom. It was noted that the meeting was not quorate, however as there were no decision making reports on the agenda it was agreed to proceed.

JH was introduced to the Committee, and Tenant Members of the OVF were welcomed to the meeting.

**2. Tenant Scrutiny Panel Report – Update on Recharge policy**

- 2.1 MC led on the updated table of recommendations and provided an update to actions.

- 9.1.1 – in progress – this would be explained in the presentation, and it was noted that the action was now embedded in staff process
- 9.2.1 – partially completed – JD advised that during the sign up process staff informed tenants at the start of tenancy, however there was a new factsheet provided, which will have clearer clauses in agreement but emphasises recharges
- 9.2.3 – officers have reviewed all sign up information, signs ups are now done digitally, with electronic signatures, streamlining all sign up information
- 9.2.4 – it was noted that this action was tied up with the Tenancy Agreement and the Council's Tenancy Strategy which would be confirmed once approved

**ACTION**

- 2.2 MT referred to 9.2.1 and asked if the tenant has to sign to say they agree to this. MC explained that tenancy agreement will explicitly say you will be recharged; the TSP members were pleased to note this. JD further that staff were doing a piece of work around the sign up process, as officers appreciate that tenants don't take everything in during the sign up process so officers were looking at follow up information in next 12 months for support. In response to a query it was explained that support was given at 6/9/12 month points during introductory tenancy.
- 2.3 RH asked how electronic signatures were processed digitally on 9.2.2 action, and JD advised it was software on the email process. BL asked if housing officers go back through the tick process and gained another signature at the 6/9/12 month point. It was explained that there were a list of questions during the visits.
- 2.4 RH referred to the SLHD website and pointed out that if English wasn't a tenants first language, advice sheets in another language were more than 5-6 clicks, so quite complex. He queried were housing officers take language guides to visits to show tenants. JD reported an officer would take a laptop with them on a visit if English wasn't their first language. It's part of the sign-up process to show them how to use the website. In response to a further query about learning disabilities, it was explained that officers would not be pushing digital by default and tenants could access services in whichever way they feel comfortable.
- 2.5 MC then led on presentation, which highlighted details around the pilot, recharges logged, and the next steps. He invited questions.
- 2.6 DM asked if tenants tax code, for example their NI number, could be attached to any debt. BL also asked that if payments would normally be paid through benefits there must be a way to liaise with the Department of Work and Pensions. It was explained that the Council tax and benefits team would not give the organisation that information for the purposes of debt collection. In response to a suggestion of using private detectives the Chair stated that it could be very expensive to use such a service.
- 2.7 Members were advised that debt on a tenancy was held and tenants would be unable to get another Council house in Doncaster without clearing the debt. In response to a query around where the costs would go, MC explained that as the debt would stay on record; this was a Council debt and they employed debt collectors. He reported that there was positive work with the communications team to get the message out that tenants would be recharged for damages.
- 2.8 The Chair asked for further detail on the roll out of the Recharge Policy. MC stated that since January 2025 every property is rechargeable, his officers are having the process mapped out to streamline the process and assessing impact on the Customer Access Team (CAT) for example with calls, and the team have

had success with some i.e. arrangement repayment with a payment plan.

- 2.9 RH stated that, as a group, TSP were really pleased with the feedback and it evidenced that TSP did their work by raising concerns. It was a job well done and he offered his congratulations to officers for getting on top of a difficult job. The Chair reported that the Board and Company appreciated TSP for doing this work. Cllr Cole, when joining the Board, had been justifiably concerned about this so it was a really worthwhile piece of work.

### **3. Declarations of Interest by Committee Members**

- 3.1 No declarations of interest were received.

### **4. Minutes of the meeting held on 14 November 2024**

The minutes of the meeting held on 14 November 2024 were accepted as an accurate record.

#### **4.1 *From item number 4.6 – KPI16 – Number of Complaints***

*Post meeting note; BK confirmed he did not require any further information on the subject of trends as it had been elaborated later in the agenda.*

#### **4.2 *From item number 5.4 – Service Standards***

JD reported that it had been recognised that we're not getting initial responses right first time, leading to escalation to a Stage 2. To better complete analysis/deep dive work around this, the Customer Relations Teams (CRT) were getting an additional member of staff to carry this out. In addition to this, CRT were also undertaking additional training.

#### **4.3 *From item number 6.6 – Tenant Voice Outcomes***

JD again welcomed OVF members, and reminded the Committee that this was something that Board had indicated they wanted; to try to develop our tenant volunteers and involve them more. TSP have recently completed a review of remuneration and expenses, so it was hoped we could build on that to increase the tenant network. OVF members had been invited for a taster session, and she thanked DM, SH and BW particularly for them coming.

### **5. Performance Information**

- 5.1 JD explained that this report would be highlighted normally by exception, with some background provided. She provided an explanation around the green, amber and red in the report, and the comments around what we're doing about the position, for example improvement plans.

#### **5.2 KPI6 – Number of Stage 1 and 2 Complaints per 1,000 Properties**

It was noted that the organisation encouraged complaints, however acknowledged that management needed to do more



work around learning from the ones that were upheld and not upheld.

5.3 KPI9 – First Visit Complete

MC reported that more work was required on current systems to address urgent/non-urgent repairs. So far this financial year there had been 9,000 stock surveys completed, with a further 4,000 planned next year. There was also additional damp and mould visits/treatments to be scheduled.

5.4 He further explained that last year management had taken the decision to pause non-urgent repairs so teams were now concentrating to clear these repairs. Overall, following a health check on mobile solution software, he was pleased to note improving slowly on increasing performance.

5.5 The Chair referred to the fact Awaabs Law would be implemented soon and queried if management should be looking at KPI's about Damp, Mould and Condensation hitting targets or not. Something that the Regulator would be ensuring we're performing. MC explained this would be contained within his reports going forward. At this present time, although we have extra resources for Damp, Mould and Condensation work we were struggling with time period to get to tenants.

5.5 In response to a query from OVF members, MC provided the history of Awaabs Law.

5.6 DM reported that mortar was coming off roofs in a number of bungalows including his and asked when this type of work would be addressed. It was explained that this type of work, unless report as a repair around leakage, would be picked up in cyclical improvement works at which time the whole structure would be assessed.

5.7 The Chair referred to key priorities around Voids/Homelessness/ASB and asked if there was a multi-agency approach to these issues. JD agreed that multi-agency work was key; we do have an issue in Doncaster and teams acknowledged it was relentless, despite a number of processes in place to address it. The biggest issue was around single people for homelessness. There were a number of solutions to address families that were homeless, however they had more access into accommodation. Management were working closely with the Council and Complex Lives team to address single people's complex needs and lack of suitable accommodation.

5.8 KL asked for an update around Section 21. JD explained the renters right bill had just had its final reading; it normally takes then around 9 months to be implemented. It was called 'no fault evictions' so to use Section 21 the landlord would have to have grounds to evict tenants. It was suspected that landlords would know that Councils would not have the resources to monitor and

enforce this, however if landlords used Section 21 and reported they were selling the property it would hard to prove this was not the case. In a response to a further question from the Chair, it was agreed that it was likely a spike in evictions was going to happen before the implementation of the law as landlords may sell if they don't want the restrictions and capital gains tax.

## 6. Service Standards

6.1 JD led on this item and explained to OVF members how Service Standards are calculated, including our performance against Service Standards and complaints, and highlighted the following:

- Satisfaction around repairs were slightly worsening
- Customer satisfied that the person they spoke to had the information to resolve at first point of contact - not in target but improving
- Written enquiries and complaints good
- Satisfied with complaint handling in timescale
- High risk neighbour disputes performing well
- % of policies requiring consultation getting better
- Repairs appts made and keep amber but getting better – with incremental improvements

6.2 JD reported that neighbour disputes, tenancy breaches or anti-social behaviour were challenging to keep in target. A lot of work was being done however management would ensure it improves.

6.3 The Tenancy Support Team were carrying targeted work on Pension Credit, making sure our tenants get this for winter credit, however this was impacting on overall performance.

6.4 Recent repair performance had slightly deteriorated. MC explained team leaders were tracking the ones that were impacting on this outturn and had identified that the main themes is time taking to repair. There was a piece of work to improve as management were conscious of the volume.

6.5 JD reported on the calls answered times; pleasing to see within tolerance and hoping to make green.

6.6 The graphs do show increased complaints than last year, so Service Standards around responding to complaints, but we're responding to them in time. Once again, the report refers to analysis to try and ensure teams learn from complaints and strive to get it right first time.

6.7 SH queried if the timescales for responding to complaints were on the website and this was confirmed. In response to a further question about the themes of complaints it was explained that a large percentage were around the Allocations Policy and people not getting a property when they wanted one. It was planned to

have regular publicity around the Allocations Policy to advise Doncaster residents on how to apply and the Banding system. The main theme for Corporate Services would likely to be Right to Buy and rent refunds.

6.8 The Chair queried if random sampling was being carried out and it was confirmed TSP members were carrying this out.

## **7. Tenant Voice Outcomes**

7.1 JD presented the Tenant Voice Outcomes report and reminded the Committee that it was important to show Tenant volunteers what we do with the information that they gave us. She would be happy to have feedback on this, particularly on how easy it was to understand.

7.2 The Committee were pleased to note:

- 10 new tenant volunteers for the Tenant Review Hub
- 9 new members of the Get Involved Group
- OVF Consultations
- 2024 Tenant Celebration awards which was particularly acknowledged as a great event
- What Tenant and Resident Associations were doing with some good news stories

7.3 In response to a query from the Chair, it was confirmed there was going to be an article on the SLHD website and HouseProud around the great work the teams were doing with engagement.

7.4 BW took the opportunity of reporting the excellent work of Marlena Karys, Housing Officer in his area. The Chair requested that she be nominated for Breakfast with Chris.

## **8. Transactional Survey**

8.1 JD presented the Transactional Surveys Q3 Cumulative Performance 24/25 and reported that 5 satisfaction measures have improved Q3 cumulative, compared to Q2 cumulative, including how complaints were being handled.

8.2 MC highlighted the satisfaction repairs which was quite high at 74.98% calculated on feedback for over 8,000 repairs, and advised that his team in addition replaced 1200 boilers on average per year and were pleased with the good feedback.

8.5 Committee members noted the dissatisfaction overall in processing applications in Homechoice, however quickly it's processed is mainly down to volume, which was high.

JH

8.6 ASB feedback had deteriorated slightly but still quite high – the ease of contacting had deteriorated slightly, but 81% were satisfied with staff response times and support.

8.7 SH stated there were normal permissions and retrospective permissions and asked for further clarity around retrospective permissions. JD explained that the organisations wouldn't unreasonably refuse retrospective permissions however on some occasions they would. In response to a further query on how this was communicated it was explained that the organisation wouldn't highlight this as it could potentially create issues.

8.10 DM commented that tenants could become frustrated due to inconsistency of permissions as some tenants were allowed fences and some weren't.

## **9. Spotlight on Performance – to consider for May 2025 Meeting**

9.1 Due to OVF members comments on permissions, JD suggested that as the Permissions Policy had recently been reviewed, it may be useful for the Service Manager to attend and give a presentation around the changes and statistics around permissions. This was agreed.

9.2 The Chair also asked for assurance on consistency across all areas with permissions and this could be included in the presentation.

## **11. Any Other Business**

11.1 No other business was raised.

12. **Date and time of next meeting**  
**15 May 2025 at 3-5pm**

AT

## Governance Summary Communications

<b>Report from:</b>	<i>Employment and People Committee</i>	
<b>Date of meeting:</b>	24 February 2025	
<b>Report author:</b>	<i>Dave Wilkinson</i>	
<b>Summary of key items discussed at the meeting, (if possible, keep these to the top three):</b>	<b>Decisions made and actions agreed (if possible, keep these to the top three):</b>	
<p>People Strategy Update An updated was provided, detailing the year 1 action plan of the new strategy.</p>	<p>Committee were presented with the Year 1 action plan within the strategy detailing the deliverable priorities. There was specific focus on the re-procurement of a health care provider and how we will be further investing in our apprenticeship and WOW programmes.</p>	
<p>Pulse Survey Committee received detail on the outcomes of the October 2024 Pulse Survey.</p>	<p>Committee welcomed the update and celebrated Employee Satisfaction reported at 91%. Overall Committee agreed outcomes from the survey were good, acknowledging there was still some areas of improvement.</p>	
<p>Q3 Vacancy Position Committee considered an update on vacancies.</p>	<p>Committee noted the current position acknowledging turnover remains low at 4.28% at end of December, also noting what this means for the business.</p>	
<b>Additional notes for communication to governance:</b>		
None		

**St. Leger Homes of Doncaster Limited  
EMPLOYMENT & PEOPLE COMMITTEE**

**Monday 24 February 2024 at 10.30am**

**Present**

Dave Wilkinson (Chair), Susan Jones, Milcah Walusimbi.

**In Attendance**

Chris Margrave (Chief Executive), Leandra Graham-Hibling (EA to CEO)

**ACTION**

- |  |  |
|--|--|
| <b>1. Apologies and Quorum</b>   |  |
| 1.1 Apologies were received from Councillor Phil Cole. The meeting was quorate.  |  |
| <b>2. Declarations of Interest by Board Members</b>  |  |
| 2.1 There were no declarations made.   |  |
| <b>3. Minutes of the previous meeting held on 30 April 2024 and matters arising</b>  |  |
| 3.1 The minutes of the previous meeting were agreed as a true record with no matters arising.  |  |
| <b>4. <u>People Strategy Update</u></b>  |  |
| 4.1 The Chief Executive presented the update detailing the year 1 action plan of the new strategy.   |  |
| 4.2 The Chief Executive drew Committee attention to some of the actions within the action plan including how we have facilitated a robust workforce planning exercise across the organisation to ensure there is a real understanding of how we are attracting and recruiting to some key roles within the business.   |  |
| It was noted that currently we have the lowest number of vacancies we have ever reported which demonstrates the hard work involved in this planning. Whilst we have low vacancies at present, The Chief Executive did highlight some struggles retaining some of our Senior Management Team, however some of these changes relate to promotions and something we should celebrate. |  |
| Other exercises detailed within the action plan include reviewing and developing our wellbeing offer including the re-procurement of our healthcare plan, which has been a success for the business.   |  |
| The Chief Executive advised that whilst we have been out to re-procure the   |  |

service only 2 bids were received which has been disappointing for us. Due to the quality of the bids, we have approached Medicash, the existing provider to request a 6 month contract extension to give us time to consider what other options there are available to us, as well as considering what else is available on the market.

A Member asked if Simply Health have been considered as they have experience of that offer and could be a good option to replace the current provider? The Member also highlighted a number of resource issues if SLHD decided to procure individual services to support staff rather than looking for a one stop shop healthcare provider.

The Chief Executive agreed to explore Simply Health as a potential option.

**CM**

- 4.3 The Chief Executive highlighted a number of specific themes linked within the action plan around expanding our WOW & Apprentice programmes as well as more focus on developing our future leaders programme and connecting them together in one continual motion.

He added, that as well as this, it is clear the workforce value Long Service Awards which was demonstrated at last years Colleague Festival where staff celebrated their colleagues long service, explaining he wants to expand on the current recognition activity, with a more joined up approach rather than having separate celebrations for different initiatives.

- 4.4 The Chief Executive highlighted new initiatives including 'Breakfast with Chris', which has been a success and explained he wants expand this by including Directors and having an opportunity to recognise staff coming up the organisation and celebrate rising stars.

A Member asked if there were any positive messages coming out of this specific initiative? The Chief Executive responded there are 2 or 3 positive outcomes. Firstly the passion for the organisation comes across, as well as a clear message about colleagues wanting to do the right thing and doing it right for tenants which comes across really strongly.

- 4.5 The Chairman asked if there was any recognition for a colleague coming up to retirement age? The Chief Executive answered that Long Service Award celebrations take place twice yearly, local team celebrations happen when a colleague retires as well as recognition at the colleague festival.

- 4.6 The Chairman asked if there had been any specific changes in the market as the reason we have a very low number of vacancies?

The Chief Executive responded that there has been a shift in the market which sees people looking to return to employers who they see as stable and can provide an employment offer to support the financial challenges everyone is seeing across the country. He explained it is his view that the market has cooled in terms of salaries too which has been of benefit to us.

The Chief Executive advised that whilst this is positive for us, it also creates a financial problem as we have always relied on a high vacancy factor to give us financial headroom to utilise for honorarium payments

which we cannot now consider. Whilst this is a problem, it is something that can be closely managed for the time being and we are being cautious of budgets for the.

## 5. **Pulse Survey**

- 5.1 The Chief Executive presented results from the October 2024 pulse survey, explaining response rates are down by 10% compared to the survey undertaken in March 2024. He advised this is being queried as we expected this rate to rise year on year.

Whilst this has been queried, he advised in previous years, we have used the Property Services Away Day as an opportunity to go through the survey question by question which we did not do in 2024. It is thought that this is also reflected in the response rate drop this time.

A Member suggested that the low response rate may be simply in relation to the repetitiveness of the surveys with colleagues feeling that they have nothing else to say and therefore have not completed it. The Member stated the importance of beating the drum and chasing for responses through the response window to get as many people as possible engaged and completing the survey. The Member also suggested communicating 'you said, we did' reminding colleagues nearer the time of the launch of the next survey as a way to remind colleagues that their voice will be heard. The Member also suggested using different mechanisms to try and increase the number of responses back.

The Chief Executive highlighted Employee Satisfaction at 91% which is a 2% increase compared to March last year, however acknowledged this may reflect the reason for the drop in response rate. A Member passed on their congratulations for this outstanding satisfaction result which is testament to the Leadership Team.

The Chief Executive gave other examples of great achievement across the organisation including 68% of respondents feeling connected to their co-workers and feel part of their immediate team. There was agreement that there is still some way to go since only 25% feel connected to their whole team, but the overall increase should be celebrated.

It was noted that a different way of working is demonstrated by the Payroll Managers Away day scheduled for early March, and should help create more team working across the organisation.

The Chief Executive highlighted the results to the question relating to workload with 65% saying their workload was reasonable and 97% saying they knew how to manage it efficiently. He stated that we need to dig deeper on this to understand whether people do feel under pressure or whether we have just reset to a different position. Whilst saying this, he acknowledged that performance is improving, however the demand on our services is also increasing which colleagues are having to respond to.

Committee noted the response rate relating to recognition with 67% of respondents feeling recognised. The Chief Executive advised this is



something that we need to work on and can be something as simple as saying Thank You for a job well done.

5.2 Committee noted an incremental decrease across all areas, specifically noting the biggest decrease being in property services, however noted overall with long services being celebrated twice a year, it is clear colleagues value St Leger Homes as an employer and want to do a good job.

5.6 The Chairman asked about the impacts of the introduction of Awaabs Law on the organisation?

The Chief Executive advised this will be an additional pressure for the organisation, especially in the winter months, with more work to do on analytics.

The Chairman responded by suggesting that when discussing and agreeing KPI targets with the Mayor, this is raised and asked that it is taken into consideration when setting the 2025/26 voids targets.

5.4 The Committee considered the reasons for a level of dis-satisfaction, noting that the survey is anonymous and that there could be a host of reasons for being dis-satisfied and can only be reviewed and resolved if colleagues were prepared to provide their contact details so the area of satisfaction could be focussed on and changes made.

5.5 Committee discussed questions relating to workloads and how this correlates to the questions in relation to knowing how to access our mental health and wellbeing offer.

The Chairman asked if we measure those who have directly accessed the services available?

The Chief Executive responded that whilst this is not something we can monitor, colleagues do get access to a certain number of appointments through Medicash before accessing services through their own doctors. He further commented that for cases of stress and anxiety not connected to the workplace, support is slightly more limited but managers are encouraged to be supportive at every step.

He confirmed that when dealing with Mental Health sickness, cases still need to be managed through the sickness procedure and colleagues are encouraged to return to the workplace.

5.6 Committee agreed overall the outcomes from the survey were good, but acknowledged there are areas where improvements could be made, specifically within property services.

Committee again recognised the overall Employee Satisfaction score of 91% however commented that they would like to see 100% and something to work towards.

6. **Q3 Vacancy Position**

- 6.1 The Chief Executive presented the Q3 vacancy position confirming that turnover remains low at 4.28% at end of December, with the number of vacancies nearly halving between June and December 2024.

It was noted that current performance is significantly below UK average of 21.1% for the public sector.

The Chair asked if we have seen any changes within the market to support the low number of vacancies we are seeing? The Chief Executive confirmed there has been a change in the market, with people looking for roles that provide better financial stability and job security in these uncertain times.

The Chief Executive expanded that the low turnover supports our wish for people to stay working for SLHD and grow within the business, suggesting the current job market in Doncaster allows for that at the moment.

Whilst performance is positive, the low level of vacancies we have also creates a financial problem for us. The Chief Executive explained that we have previously relied on the high vacancy factor and used the headroom it created to pay overtime and honorariums for acting up opportunities. The low turnover is now creating budget pressure, however this is something we can overcome, but we are being cautious and hopeful that things will settle again.

- 6.2 The Chair asked about the Head of People and Culture recruitment and current position? The Chief Executive reminded Members of the decision to fill the post temporarily to give the new Director of Corporate Services time to consider options and recruit on permanent basis once he is in post.

The Chair asked about apprentices, and whether there were any pinch points and if we were looking at professional apprentice schemes? The Chief Executive responded that we have a blended approach to apprentices with 14 vacancies within the next cohort. He explained whilst this is good, it is 2 less than previous years but this is down to funding as well as mentor availability. However the positive is that we are now seeing apprentices coming out of their time and becoming mentors themselves which is pleasing to see. He further advised that whilst numbers are lower this year, he has expressed a wish next year to increase numbers again, but this will also be based on staff turnover including planned retirements.

The Chief Executive further advised that once the Voids Excellence Project is complete, we would need to look at more geographical working, with staff migrating in and out of teams. This is the point when we can consider what the apprenticeship scheme would look like going forward.

Members were reminded that we have an ageing workforce and we need to get in front of that and be better prepared. The Chief Executive also advised of plans in place to discuss more options with Doncaster College to look to better shape our apprentice qualifications.

The Chief Executive confirmed we offer degree apprenticeships within the

**CM**

organisation and agreed to confirm whether we could offer them within Property Services.

- 6.3 The Chief Executive asked the Committee to agree to the proposal that we don't provide any further regular updates to Board and Committee unless there is a shift in our position.

Committee approved this approach and receive updates by exception when concerns are noted to give Committee reassurance vacancies are being managed.

7. **Any Other Business**

- 7.1 There was no other business to discuss.

8. **Date and Time of Next Meeting**

To be confirmed

DRAFT

## Governance Summary Communications Template

<b>Report from:</b>	Audit & Risk Committee	
<b>Date of meeting:</b>	10 March 2025	
<b>Report author:</b>	Trevor Mason	
<b>Summary of key items discussed at the meeting, (if possible, keep these to the top three):</b>	<b>Decisions made and actions agreed (if possible, keep these to the top three):</b>	
<p><b>Internal Audit Reports and Outstanding Audit Actions</b></p> <p>The Internal Audit Manager reported that a lot of the work was almost at completion just missing the timeframe for this meeting. It was noted that quite a high percentage related to data jobs therefore taking a bit longer.</p> <p>The Chair commented that we would need to schedule better in future years to avoid this situation re-occurring.</p>	<p>The Director of Corporate Services (JCr) suggested that that an additional meeting be held to receive and approve the 8 outstanding reports.</p>	
<p><b>Internal Audit Reports</b></p> <p>The Committee were concerned about the use of many different systems and spreadsheets (highlighted in the EICR audit).</p>	<p>The Committee would like to see the use of just one system wherever possible which had stringent security and back up arrangements in place.</p>	
<p><b>Retiring Committee Member</b></p> <p>The committee wanted to place on record their thanks to Cllr Jones who had been a long standing member of the Audit &amp; Risk Committee.</p>		
<b>Additional notes for communication to governance:</b>		
None.		

**St. Leger Homes of Doncaster Limited**

**AUDIT & RISK COMMITTEE MEETING**

**10<sup>th</sup> March 2025**

**Present**

Trevor Mason (Chair) (TM), Susan Jones (SJ) and Karen Leroy (KL)

**In Attendance**

Julie Crook – Outgoing Director of Corporate Services (JCr), Kevin Hanlon - Director of Corporate Services (KH), Nigel Feirn - Head of Finance and Business Assurance (NF), Lauren McLaughlin (LMc)- Governance Manager, Sharon Ashurst - Business Assurance Officer (SA), Julie Lyon - Doncaster Council's Internal Audit Manager (JL), Lisa Little – Doncaster Council's Senior Internal Auditor (LL), Richard Graham (Beever & Struthers) (RG) (Items 1-5) and Shauna Brady (SB) – Executive Support Officer (minutes).

	<b><u>Apologies and Quorum</u></b>	<b>ACTION</b>
1.		
1.1	Cllr R A Jones (RAJ)	
1.2	Due to the number of new attendees at the meeting a series of introductions were made.	
2.	<b><u>Declarations of Interest by Board Members</u></b>	
2.1	<b><u>None.</u></b>	
3.	<b><u>Private discussion with the External &amp; Internal Auditors.</u></b>	
3.1	The Chair reported that this was a private section of the meeting between Board Members and the Internal and External Auditors with no Officers present.	
3.2	Richard Graham (Beever & Struthers) provided an overview of work undertaken and he had held a short introductory meeting with KH, the new Director of Corporate Services on Friday.	
3.3	The Chair queried if there were any concerns around missing information or anything similar in nature? Richard Graham confirmed that he had no concerns at present, and everything was progressing as expected.	
3.3	The Internal Audit Manager agreed with this statement and progress was as expected from CDC's perspective.	

3.4 It was noted that there were no other issues to raise from other members.

#### **4. Previous Minutes and Matters Arising – 4 November 2024**

4.1 The minutes of the meeting held on 4 November 2024 were agreed as a correct record.

4.2 ***From Agenda Item: -3.2 - Time for Board Member and Auditors without officers being present*** – The Director of Corporate Services (JCr) reported that of the 5 outstanding procurement breaches reported at the last meeting 3 had now been completed, with the remaining 2 being completed by the end of March.

4.3 ***From Agenda Item: - 7.4 - Strategic Risk Register (Quarter 2)*** – The Director of Corporate Services (JCr) reported that Board had considered if we should be treating IT systems as a Strategic risk at its meeting in February and it was agreed that this not be included and the reasons why were included in the covering report.

#### **5. External Audit Strategy**

5.1 Richard Graham, External Audit Director from Beever and Struthers, introduced this item setting out the strategy, timeline, team details and fees for the coming year along with risk areas.

5.2 The Director of Corporate Services (JCr) reported that the interim work had already commenced and everything was on track with a similar approach being taken as in previous years.

5.3 **The Committee noted the contents of the External Audit Strategy and thanked Richard Graham for his attendance.**

#### **6. Monitoring of SLHD Internal Audit Programmes by CDCC Internal Audit**

6.1 The Head of Finance and Business Assurance provided an update against progress on the on 2024/2025 Internal Audit programme and an update on progress made regarding outstanding audit actions.

6.2 The Head of Finance and Business Assurance reported that we had planned for eight more audits this financial year as detailed in Appendix B.

6.3 It was noted that there were 3 outstanding recommendations as of March 2025 and work was ongoing to conclude.

6.4 The Chair queried if we were being too ambitious in what we were trying to achieve with regards to the eight outstanding Audit reports?

6.5 The Head of Finance and Business Assurance confirmed that the targets were achievable however we had encountered a few unexpected setbacks.

6.6 The Internal Audit Manager reported that a lot of the work was almost at completion stage, just missing the timeframe for this meeting. It was noted that quite a high percentage related to data jobs therefore taking a bit longer.

6.7 The Chair commented that we would need to schedule better in future years to avoid this situation re-occurring.

JL/NF

6.8 The Director of Corporate Services (JCr) suggested that that an additional meeting be held to receive and approve the eight outstanding reports.

SB

6.9 The Director of Corporate Services (KH) sought clarification regarding the information contained within Appendix C of the report around status updates/revised dates. A member reported that she was also going to make the same point as it seemed that the original timescales had been too ambitious.

6.10 The Head of Finance and Business Assurance clarified that March 2025 was the revised date for the new contract to be in place and that would close the action outstanding from the right to buy audit.

6.11 The Chair queried with regards to RTB were we confident that we could achieve the timescales detailed?  
The Head of Finance and Business Assurance confirmed that the timescale would be achieved as only minor amendments were required.

6.12 The Chair queried if the Head of Finance and Business Assurance was comfortable for the timescales for the other two actions relating to TSM Building Safety Indicators?  
The Head of Finance and Business Assurance confirmed that yes both were achievable and a number of meetings had been scheduled to complete this work.

6.13 **The Committee noted the contents of the report.**

## **7. Internal Audit Reports**

7.1 Bed and Breakfast turnaround arrangement - The Internal Audit Manager commented that the report represented the results of an audit of the Homelessness Hotel Turnaround Arrangements for St Leger Homes and had been completed on a risk basis as part of the 2024/25 audit programme, agreed with the Audit and Risk Committee.

7.2 It was noted that a partial assurance had been provided. This was mainly due to factors out with the teams control including

unpredictable demands on the services, capacity challenges, the turnaround of void properties and an inefficient system for monitoring hotel usage.

- 7.3 The Internal Audit Manager reported that the Head of Financial Management at CDC was aware of the issues unearthed by the audit and was ok with the findings.
- 7.4 It was noted that the use of spreadsheets for the recording of information was not best practice and there had also been issues with the turnaround of void temporary accommodation, with the team's own action plan requiring an urgent review.
- 7.5 The Chair reported that he was aware that the team working in this section were working under enormous and continued pressure.
- 7.6 The Director of Corporate Services (JCr) reported that following Covid we had seen an unprecedented demand for homelessness services and that up until recently we hadn't had a hotel contract in place. We now have a hotel contract in place, which had released and freed up a lot of staff time and was working well, the contract ended the need for staff to ring around hotels trying to secure accommodation on a daily basis. Additional resources had also been deployed to this team with three additional members of staff being the most recent increase.
- 7.7 The Chair sought further clarification around issues experienced within the Voids Team?  
The Senior Internal Auditor reported that this related to the availability of caretakes to clean properties, therefore lengthening the process to relet the property.
- 7.8 The Director of Corporate Services (JCr) reported that the target of 10 days was an internal target only and we had also addressed the resource issue with caretakers.
- 7.9 The Chair queried how staff were coping with the pressure/workload?  
The Senior Internal Auditor reported that she had not identified any other issues and processes were working well despite the use of spreadsheets to collect and store data.
- 7.10 The Chair queried was the Head of Finance and Business Assurance happy with the timescales?  
The Head of Finance and Business Assurance reported that he was happy with the timescales together with the amount of activity and resources being deployed to this area. It was noted that the use of Open Housing was also being reviewed.
- 7.11 Electrical Testing - The Internal Audit Manager commented that the report presented the results of an audit on the governance and technical arrangements around the processes for ensuring that



- Electrical Installation Condition Reports (EICRs) are completed for all properties.
- 7.12 It was noted that this audit has identified serious data issues with the planning spreadsheet being used to calculate performance and performance reporting anomalies that suggested the number of properties for which an electrical test was overdue was being overstated by approximately 45%.
- 7.13 It was noted that the total number properties requiring an EICR has been confirmed as accurate on the C365 system, therefore internal audit had recommended that spreadsheets be disbanded and moved to a more robust and secure system.
- 7.14 The Director of Corporate Services (KH) expressed his concerns around data within the spreadsheets. The Internal Audit Manager reported that all properties on the system were correct the issue was the spreadsheet being used for future planning.
- 7.15 The Chair queried what are the replacements/alternatives to spreadsheets?  
The Head of Finance and Business Assurance reported that we had Open Housing and C365 that have appropriate interfaces and ideally C365 was the way forward as this only showed properties as compliant when all checks had been completed and has the capacity to generate future plans..
- 7.16 The Chair expressed concern that we had missing certificates. JL confirmed that the EICR checks had been undertaken, however we didn't have the certificate to validate the work. Properties were not classed as compliant if a certificate could not be found and the check was completed again.
- 7.17 The Head of Finance and Business Assurance reported that the Head of Building safety was working her way through the actions and was within timescale.
- 7.3 KPIs and TSM Audit Reports - Gas Servicing – The Internal Audit Manager commented that the report presented the results of an audit on the Regulator of Social Housing TSM:BS01 Gas safety checks (one of the five Building Safety Tenant Satisfaction Measures) which has been adopted and reported internally as St Leger Homes KPI 11. Gas safety checks are undertaken by suitably qualified staff working for SLHD. The Health, Safety and Compliance Team were responsible for the reporting of compliance of these checks.
- 7.4 The Internal Audit Manager reported that the report offered assurance that safety checks were accurately and fairly stated with regard to Gas safety compliance.

- 7.5 As a result of the audit work completed five actions have been agreed. All of these actions were included in Appendix A to this report. Implementation of these actions would be monitored by Internal Audit Services and reported to the Audit and Risk Committee.
- 7.6 A member queried how the findings affected compliance figures? The Internal Audit Manager reported that there were no issues it was more around the definition of the number of properties.
- 7.7 **The Committee noted the Internal Audit Reports.**
8. **Internal Audit Plan**
- 8.1 The Internal Audit Manager presented the Internal Audit Plan for 2025-2028 for approval.
- 8.2 It was noted that a full review of the strategy and charter would be completed in 2025 due to new legislation coming into force from April 2025.
- 8.3 It was noted that St Leger Homes remained a low risk and well managed business from an audit perspective.
- 8.4 The Internal Audit Manager reported that on this basis they had proposed 81 days of audit activity for 2025/26 which, in their opinion, provided sufficient coverage for an organisation of this size.
- 8.4 It was noted that a detailed report of the work was available at Appendix 1.
- 8.5 The Chair queried did anyone ever question the audit process and how do we ensure that the audit is fit for purpose?  
The Director of Corporate Services (JCr) confirmed that CDC internal audit services are subject to a regular peer review and the reports and feedback from this were shared with SLHD's Audit & Risk Committee. The Internal Audit Manager reported that there would be a new Global Standard shortly and this would change the approach to the review of audit services..
- 8.6 A Member queried was there anything on the horizon that could derail this plan?  
The Internal Audit Manager confirmed that the plan was based on what we know now, however going forward we could change the plan to incorporate any changes that may occur.
- 8.7 The Director of Corporate Services (KH) queried with regards to the digital world we are now in how do we ensure that systems are robust and can stand up to cyber-attacks etc?  
The Internal Audit Manager reported that a lot of the items on the plan are data jobs and for this purpose we have an assigned Auditor

who specialises in data and all systems were controlled by CDC and they have robust measures in place.

- 8.8 The Chair asked for clarification on the meaning of a “light touch review” in relation to the rents audit for 2025/26?  
The Internal Audit Manager reported that this wording may be slightly confusing as it would be a full audit therefore, she would reword this.

JL

- 8.19 **The Committee noted and approved the Internal Audit Plan.**

**9. Update from Data Protection Officer (DPO)**

- 9.1 The Governance Manager addressed the regular update report for Q3 of 2024/2025 and it was noted that there had been small decrease in data protection requests received and a slight increase in Data Protection breaches compared to the same period last year.

- 9.2 It was noted that there had been a significant decline with FOI enquires received at 75 as opposed to 108 in 23/24.

- 9.3 The Director of Corporate Services (JCr) clarified that the data for the years prior to 2024/25 were all end of year totals. The total depicted for 2024/25 was cumulative Q1-Q3 totals.

- 9.4 The Governance Manager reported that, as previously overall it was human error causing the Data Protection breaches and we continue to re-train staff and review internal processes.

- 9.5 The Director of Corporate Services (JCr) reported that we had improved our turnaround response times which was pleasing.

- 9.6 The Chair queried if we had considered further a delay mechanism with regards to sending emails?  
The Director of Corporate Services (JCr) reported that unfortunately we were unable to install this on our systems as it is a CDC network, however we are constantly reminding staff the importance of checking before pressing the send button and this is included in our staff training.

- 9.7 **The Committee noted the contents of the report.**

**10. Fraud Register & Related Activities**

- 10.1 The Director of Corporate Services (JCr) reported that this briefing note provided an update on the potential cases of fraud, which were currently ongoing within the organisation, and any other relevant updates.

- 10.2 It was noted that all staffing issues since the last meeting had been resolved with no new cases.

10.3 It was noted a lot of work had been generated due to the legislative changes that had occurred in the October 2024 budget in relation to RTB applications and work was ongoing with IA to ensure that no money laundering was occurring.

10.4 The Director of Corporate Services (JCr) reported that robust checks were in place to ensure that an applicant was eligible to purchase the property and also to demonstrate where the funds to buy the property had come from.

10.5 The Director of Corporate Services (KH) reported that he had also had experience in this area where relatives were sending cheques from overseas in an attempt to buy a property.

10.6 **The Committee noted the contents of the report.**

11. **Forward Plan**

11.1 Consideration was given to the forward plan. The Director of Corporate Services (JCr) reported that an additional meeting would be scheduled to be held before July 2025 to review the outstanding IA work for 2024/25.

SB

11.2 KH reported that he would co-ordinate diaries for the meeting.

KH/SB

11.3 **The Committee noted the contents of the report.**

12. **Any Other Business**

12.1 The Chair closed the meeting acknowledging that this was the Director of Corporate Services (JCr) final meeting. TM expressed his thanks for her diligent service and gave his best wishes for her retirement.

12.2 The Director of Corporate Services (JCr) thanked the Chair for his kind sentiments and she also wanted to acknowledge Councillor Richard Allan Jones for his work as he was standing down as a Board Member and he had been a member of the Audit & Risk committee for many years..

13. **Date and Time of Next Meeting - TBC**